

REGULAR COUNCIL MEETING  
 Tuesday, July 5, 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.

<b>Council Goals Scorecard</b>
<i>Actions since 5/5/2015</i>
<b>23</b>
<b>149</b>
<b>58</b>

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JUNE 21, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 5, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. ESTABLISH DATE OF PUBLIC HEARING
  - A. Consent
    1. Establish July 19, 2016, as the Public Hearing Date for Consideration of
      - a. 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).
6. SECOND READING ORDINANCES
  - A. Consent
    1. Ordinance Amending Certain Sections of Chapter 13.20 of the Casper Municipal Code, Pertaining to Division III **Wastewater-Purpose, Definitions, Abbreviations.**
    2. Ordinance Amending Certain Sections of Chapter 13.32 of the Casper Municipal Code, Pertaining to Division III **Wastewater – Sewer Discharge Regulations.**
    3. Ordinance Amending Certain Sections of Chapter 13.36 of the Casper Municipal Code, Pertaining to Division III **Wastewater – Wastewater Discharge Conditions.**
    4. Ordinance Amending Certain Sections of Chapter 13.44 of the Casper Municipal Code, Pertaining to Division III **Wastewater – Violations and Enforcement.**

7. RESOLUTIONS

A. Consent

1. Authorizing Petition for **Change of Use from Industrial Pollution Control, Remediation, Reservoir Supply, Stock, and Domestic to Municipal Use** and Change of Point of Diversion and Means of Conveyance of the Amoco Oil Company Appropriation, Diverting from the North Platte River to be Submitted to the **State Board of Control**.
2. Authorizing Agreement with **Powder River Construction, Inc.**, in the Amount of \$260,392, for the **School Walkability Project**.
3. Authorizing Procurement Agreement with **O'Connor Company**, in the Amount of \$26,420, for the **City Hall Boiler Procurement Project**.
4. Accepting **United Postal Service Community Tree Planting Grant from Keep America Beautiful**, in the Amount of \$10,000, for Purchase of Trees for **Washington and Conwell Parks**.
5. Authorizing Agreement with **Traffic Safety Service, Inc.**, in the Amount of \$250,000, for the **2<sup>nd</sup> Street Inlaid Striping Project**.
6. Authorizing a Real Estate Purchase Agreement and Other Necessary Documents for the **Purchase of Real Property** from the **Donald and Mary Hembree Family Trust**.
7. Approving a **Natrona County Plat, "Fullspeed Subdivision,"** a Replat and Subdivision of Fullspeed Simple Subdivision, Being a Portion of the SE1/4NE1/4, Section 29, T34N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming.
8. Authorizing an Assignment of the **"Wold Parking Space Lease"** from the **City to the Downtown Development Authority**.
9. Authorizing the Mayor to Sign a **Letter of Support to the Foreign-Trade Zones Board** for **Casper/Natrona County International Airport's Application** to Reorganize Foreign-Trade Zone #157 Under the Alternative Site Framework.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	
		X
	X	
		X
X		

2015 Goals		
Downtown	Infrastructure	Recreation
X		

8. MINUTE ACTION

A. Consent

1. Authorizing the Mayor to Sign a **Letter to the State Building Commission** Regarding the **Proposed State Parking Lot** in the Old Yellowstone District.
2. Appointing **Kevin Hawley** to a Three Year Term on the **Natrona County Travel and Tourism Board**, Expiring June 30, 2019.

9. COMMUNICATIONS

A. From Persons Present

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

11. ADJOURN INTO EXECUTIVE SESSION - PERSONNEL

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, July 19, 2016 – Council Chambers

6:00 p.m. Tuesday, August 2, 2016 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, July 12, 2016 – Council Meeting Room

4:30 p.m. Tuesday, July 26, 2016 – Council Meeting Room

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**ZONING CLASSIFICATIONS**

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
June 21, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 21, 2016. Present: Councilmen Cathey, Heili, Hopkins, Humphrey, Johnson, Miller, Pacheco, Powell, and Mayor Sandoval.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Heili, to, by minute action, approve the minutes of the June 7, 2016, regular Council meeting, as published in the Casper-Star Tribune on June 15, 2016. Motion passed.

Moved by Councilman Miller, seconded by Councilman Johnson, to, by minute action, approve payment of the June 21, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims  
06/21/16

609Consult	Services	\$13,222.70
71Construction	Projects	\$104,483.60
AAALandscaping	Services	\$393.60
Adecco	Services	\$316.80
AFlores	Refund	\$107.52
AGiraldo	Services	\$40.00
AMBI	Services	\$1,349.35
Ameritech	Services	\$23,378.69
AReeder	Refund	\$790.00
ArrowheadHeating	Services	\$408.00
AsbestosTechnicalServices	Services	\$1,800.00
B Raisch	Services	\$171.60
Balefill	Services	\$127,882.29
BAnderson	Refund	\$38.52
BankOfAmerica	Goods	\$284,998.04
Bentz'sTownPump	Goods	\$8.13
Brenntag	Goods	\$18,073.99
Burns&McDonnellEngineering	Services	\$24,685.41
C Lynch	Reimb	\$75.00
C Spargue	Reimb	\$100.00
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$400,643.75
CasperHousingAuth	Projects	\$49,698.37
CasperPubUtilities	Services	\$125.54
Centurylink	Services	\$15,459.48
Ch2mHill	Services	\$12,376.34

Charter	Services	\$450.00
CHDiagnostic	Services	\$445.00
CIGNA	Services	\$12,374.46
CityofCasper	Services	\$935.00
CivilEngineeringProfessionals	Projects	\$30,680.00
CLangston	Reimb	\$146.00
CMcEwen	Refund	\$32.30
CmmntyBldrs	Services	\$214.45
Comtronix	Services	\$353.85
CowboyChemical	Supplies	\$233.05
DaveLodenConstruction	Projects	\$760.00
DEicke	Refund	\$45.07
Dell	Goods	\$1,102.76
DeltaConst	Services	\$65,680.00
DeltaDental	Services	\$35,030.85
DesertMtn	Goods	\$30,297.98
DooleyOil	Fuel	\$14,408.06
DoubleDWelding	Services	\$685.00
DowntownDevelopmentAuth	Funding	\$326,376.29
DPaul	Refund	\$58.07
DPCIndustries	Goods	\$5,534.67
DrexBarr	Services	\$3,220.00
DShelton	Refund	\$43.57
EFerris	Refund	\$24.50
EMiller	Refund	\$8.99
ENiemeyer	Refund	\$115.76
EReilly	Refund	\$59.57
Ferguson	Supplies	\$16,350.00
FirstData	Services	\$5,253.32
FirstInterstateBank	Services	\$175.47
FischerAutoBody	Services	\$3,662.65
FmlyJrnyCtr	Services	\$759.38
FoodSvcsOfAmerica	Goods	\$1,270.42
FullContactConcrete	Services	\$16,155.00
GarageDoorDudes	Services	\$380.00
GemCityRoofing	Services	\$31,597.68
GlackenAssoc	Services	\$450.00
GMarshInc	Services	\$13,526.55
GnrlGrntsGrp	Services	\$1,700.00
GolderAssociates	Services	\$2,220.86
GPCArchtcts	Services	\$1,400.46
GreensSewer	Services	\$192.00
GreenTreeArbor	Services	\$106.74
Greiner	Goods	\$184,771.00
GTaylor	Refund	\$37.82
GWMechanical	Services	\$1,318.00

HartsWedding	Refund	\$93.51
HBosak	Reimb	\$12.65
HBright	Refund	\$20.39
Hedquist	Services	\$14,000.00
HedquistConstruction	Projects	\$126,000.00
HewlettPackard	Goods	\$1,576.31
HighPlainsConstruction	Goods	\$2,473.70
HoleshotLawnCare	Services	\$393.60
Homax	Goods	\$47,321.44
HydroConst	Supplies	\$282,025.24
Installation&Svc	Projects	\$143,270.28
JcksTrk	Parts	\$82,696.00
JLevin	Reimb	\$836.62
JMarquard	Refund	\$41.30
JOrozco	Refund	\$58.07
JSpeiser	Reimb	\$741.26
JTavarres	Reimb	\$65.67
JTLGroup	Services	\$193,169.68
K Perez	Reimb	\$50.97
KadrmLeeJackson	Services	\$1,842.65
Kfelix	Refund	\$21.14
KJohnston	Reimb	\$205.50
KMannina	Refund	\$35.95
KOstman	Refund	\$58.07
KPackard	Refund	\$54.57
KubwaterResources	Goods	\$9,678.03
LaborReady	Services	\$2,113.44
LAllen	Refund	\$53.49
LnclnNtlLife	Services	\$273.41
Manpower	Services	\$1,415.22
McMurryReadyMix	Goods	\$794.25
MJackson	Refund	\$26.97
MJock	Refund	\$35.32
MSchleuning	Refund	\$15.83
NationalBenefitServices	Services	\$415.95
NCambell	Refund	\$75.00
NCSheriffsOffice	Funding	\$215,092.32
NevesUniforms	Goods	\$1,073.80
NorthLineGIS	Services	\$7,168.00
NorthParkTransport	Services	\$810.90
NWCommunity Action	Services	\$1,115.70
OlsonAutobody	Services	\$4,546.18
OneCallofWy	Services	\$1,266.00
PBrooker	Services	\$300.00
Pepsi	Goods	\$6,728.50
Pntwrks	Services	\$211.31

PoliceDept	Services	\$600.00
PostalPros	Services	\$4,192.49
PreservationSolutions	Services	\$5,460.00
PtrAlbrechtCo	Svc	\$18,681.25
RamshornConstruction	Projects	\$123,945.80
RegionalWater	Services	\$325,240.94
RenewableEarthMaterials	Goods	\$3,010.00
ResourceStaff	Services	\$309.94
RockyMtnPower	Services	\$161,067.37
RYoung	Reimb	\$96.20
SaltusTech	Goods	\$1,125.00
SamParsonsUpholstery	Services	\$200.00
SBickford	Refund	\$17.71
SEnnes	Refund	\$41.32
SkylineRanches	Services	\$649.95
Smarsh	Services	\$3,503.00
SpillmanTechnologies	Services	\$32,000.00
StantecConsultingSvcsInc	Projects	\$18,716.74
StarLineFeeds	Goods	\$344.45
StevensEng	Services	\$750.00
StotzEquipment	Goods	\$42,500.00
SuperiorInd	Services	\$29,369.70
SyscoFoodSvcs	Goods	\$11,188.01
TCannon	Refund	\$58.07
Terracon	Goods	\$2,015.00
TheSanbornMapCo	Services	\$19,992.72
THolbrook	Refund	\$790.00
TicketEnvlp	Supp	\$1,170.00
TMorfors	Refund	\$12.95
Tweed'sWholesale	Goods	\$464.70
USenti	Refund	\$30.82
VisionServicePlan	Services	\$1,501.52
WardwellWater&Sewer	Services	\$14.00
WBohman	Reimb	\$567.47
WCDA	Services	\$8,540.00
WERCSCommunications	Services	\$500.00
WestlandPark	Services	\$4,125.54
WHiser	Refund	\$47.57
WolfGangOfWY	Services	\$3,833.33
Worldwash	Services	\$575.00
WPattas	Refund	\$48.80
WyAssocMunicipalities	Services	\$450.00
WyDeptRevenue	Taxes	\$35,656.72
WyPrecastProd	Supplies	\$12,528.00
YouthCrisisCenter	Funding	\$4,946.28
		\$3,922,496.87

Mayor Sandoval announced that the City of Casper had received a Leadership Award from the Governor's Council on Impaired Driving for the success of the Alcohol Court Program. He presented the award to Judge Nachbar, who is the City of Casper Alcohol Court Judge. Judge Nachbar thanked Council for their support of the program and stated that he was accepting this award on behalf of all involved, as the City Council, City staff and other community members had all made this program a success.

Mayor Sandoval opened the public hearing for the consideration of the Fiscal Year 2015-2016 Budget Adjustments.

City Attorney Luben entered two (2) exhibits: correspondence from Cassia Smith, to V.H. McDonald, dated June 13, 2016 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 15, 2016. City Manager McDonald provided a brief report.

Speaking in opposition was Keith Rolland, 542 S. Durbin.

There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-166

A RESOLUTION AMENDING THE FISCAL YEAR 2016 BUDGET OF THE CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER. NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: SECTION 1.

Councilman Pacheco presented the foregoing resolution for adoption. Seconded by Councilman Hopkins. Councilmen Powell, Humphrey, Hopkins, Pacheco, Miller, and Mayor Sandoval spoke on the budget adjustments and the next item on the agenda, the adoption of the fiscal year 2016-2017 budget. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the adoption of the Fiscal Year 2016-2017 Budget.

City Attorney Luben entered two (2) exhibits: correspondence from Cassia Smith, to V.H. McDonald, dated June 14, 2016 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 15, 2016. City Manager McDonald provided a brief report.

Councilmen Heili, Hopkins, Powell, Pacheco and Mayor Sandoval made further statements and asked questions of City Manager McDonald. City Manager McDonald addressed the questions posed by Council regarding the budget. Councilman Hopkins requested that the summary provided by City Manager McDonald be added to the minutes. This information is added to the minutes as Exhibit 1, as follows:

Your Honor,

Presented tonight for the City Council’s consideration is the adoption, by resolution, of the FY 2017 Proposed Budget.

I thank the Department Heads for their efforts to identify costs reductions and work reassignments with least impacts to services so far. I also thank Cass Smith, Budget Administrator and Kirk Gunderson, Accountant for their efforts in preparing this challenging budget.

For FY 2017 the City’s total revenue budget is \$148,350,301, and the total expenditure budget is \$155,414,251, both inclusive of internal transactions between City funds.

This expenditure budget amount consists of:

<b>General Fund</b>	\$	45,345,069
<b>Capital Projects Funds</b>		19,496,589
<b>Enterprise Funds</b>		59,312,732
<b>Special Revenue Funds</b>		6,875,266
<b>Debt Services Funds</b>		1,092
<b>Internal Services Funds</b>		8,414,196
<b>Trust &amp; Agency Funds</b>		<u>15,969,307</u>
	<b>Total</b>	<b>155,414,251</b>
<b>Less Intergovernmental Transactions</b>		
Transfers Out		19,189,678
Internal Services Charges		5,658,648
Administrations Fees		<u>1,184,194</u>
	<b>Total</b>	<b>26,032,520</b>
	<b>Total</b>	<b>\$ 129,381,731</b>

These amounts includes the changes from the employee Voluntary Retirement Offer, as determined last week with the closing of the offer, and changes from the City Council’s budget review sessions.

For FY 2017, \$7,063,950 is proposed to be spent from various funds’ reserves. The components of that amount are:

<b>General Fund</b>	\$	-954,997	Operations
<b>Capital Projects Funds</b>		-444,428	Capital
<b>Enterprise Funds</b>		-4,026,176	<b>Capital</b>
<b>Special Revenue Funds</b>		-334,304	Capital/Operations
<b>Debt Services Funds</b>		39,077	Operations
<b>Internal Services Funds</b>		-44,599	Capital
<b>Trust &amp; Agency Fund</b>		<u>-2,187,359</u>	Health Insurance Non-cash Expense / Operations / Capital
	<b>Total</b>	<b>-7,063,950</b>	

The City of Casper budget focuses on the General Fund because the operations of that fund provides the general services to the community, relying on the general revenue sources of sales taxes, the most significant single source, and mineral taxes, both of which are state shared revenues. Also included in General Fund revenues are property taxes, franchise fees as well as other taxes and charges for services.

Preparation of the FY 2017 Proposed Budget was done during the beginning of an economic downturn, the extent of which is unknown. What is known is that for FY 2016 General Sales Taxes that fund general services began declining in June 2015, resulting in FY 2016 total sales tax revenue being down approximately 30%. However, for the last few months of that year the decline in sales taxes as compared to the projected amount for each month hovered around the 40% mark.

The General Fund expenditure budget proposed to be adopted for FY 2017 is 13%, or \$6.8 million dollars less than the FY 2016 Estimated Budget, and \$10.9 million less than the FY 2016 Adopted Budget. This comparison includes approximately \$540,000 of one-time costs budgeted in the FY 2016 Budget, as amended, for the Voluntary Retirement Offer. Not filling 44 positions during FY 2016 – 2017 contributed to these reductions.

As was the case for the hiring freeze implemented in FY 2016 and for the Voluntary Retirement Offer, vacant Police, Fire and utility operations frontline positions were or will be refilled to provide continued response times and service levels. Retaining as many as possible frontline positions in all other operations will continue to be the focus, with efforts to reassign any management and supervisory responsibilities resulting from vacancies rather than refilling.

The prominent feature of the FY 2017 Budget is establishment of a Long-term Fiscal Plan for the General Fund. This plan measures General Fund Reserves. Fortunately, approximately 17 years ago the City Council established a reserve policy for the General Fund that provided a prudent level of reserves for the boom and bust economy the City exists in. With those available reserves, the Long-term Fiscal Plan identifies a glide path for the reduction of expenses over approximately 10 years without making abrupt changes in services. This time to manage service level changes would only be possible because of Reserves.

The City's comprehensive and multi-year Capital Improvement Plan is continued in the FY 2017 Proposed Budget. Needed infrastructure construction projects and equipment purchases funded by Optional One Cent Tax are budgeted in accordance to the citizens' survey taken to guide the expenditure of that revenue source. This source of funding is critical for the community's infrastructure, capital facilities and equipment. However, as with General Sales Tax revenue, Optional One Cent tax revenue has declined. Accordingly, the schedule of when projects and equipment purchases were to have been made for this funding has been adjusted in order for expenditures to match anticipated revenue.

Local government cannot stop delivering services when economic conditions decline, unless those declines are catastrophic. What a local government must do during a decline is prioritize

service levels and adjust to available resources, which in itself is challenging because a city is defined geographically and services levels may not necessarily be correlated to population.

As demonstrated by the contents of the FY 2017 Proposed Budget, City staff and I are keenly aware of the flexibility required in managing the City's resources for the delivery of services. The City will continue to have budget challenges in at least the next few years if not beyond. Consequently, depending on month-to-month revenue and expenditure performances, I will make the necessary adjustments that are within my authority to address any continued declining revenue, and I will seek City Council action for those items under its purview.

Speaking in favor was Keith Goodenough, 333 S. Socony.

Speaking in opposition was R.C. Johnson, 450 N. Washington.

There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-167

A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING, FOR THE FISCAL YEAR OF JULY 1, 2016 TO JUNE 30, 2017 AND AUTHORIZING THE LEVYING OF 8 MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR.

Councilman Johnson presented the foregoing resolution for adoption. Seconded by Councilman Hopkins. Councilmen Powell, Cathey, Hopkins, Humphrey, and Mayor Sandoval made statements about the budget and responded to comments made during the public hearing. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the appeal of the decision of the Planning and Zoning Commission to deny a conditional use permit for an accessory building (garage), with 19' high walls, in excess of the 12' maximum wall height permitted; in an R -2 (One Unit Residential) zoning district, on Lot 8, Block 7, Pineview Meadows Addition No. 2, Subdivision No. 1, located at 2850 East 5<sup>th</sup> Street.

City Attorney Luben entered six (6) exhibits: correspondence from Liz Becher, to V.H. McDonald, dated June 13, 2016; an affidavit of publication, as published in the Casper-Star Tribune, dated June 8, 2016; staff report from City staff to the Planning and Zoning Commission, dated May 13, 2016; findings of fact and conclusions of law for Case PLN-016-024-C, dated May 19, 2016; exhibits introduced at the May 19, 2016 Planning and Zoning Commission meeting consisting of Exhibits A-E; and appeal request, from Jon Cardenas to Craig Collins, Casper City Planner dated May 23, 2016. Exhibits A-E listed as follows: exhibit A - conditional use permit application; exhibit B - map of the 300' notification zone; exhibit C - legal notice sent to the Casper Star-Tribune advertising the date of public hearing; exhibit D - notice of public hearing sent to property owners within a 300' radius; and exhibit E - memo to the Chairman &

Members of the Planning and Zoning Commission. Exhibit number seven (7), a structural engineering visual assessment by Pillar Structural Engineering, dated June 7, 2016, was provided by the applicant during the public hearing.

City Manager McDonald provided a brief report.

Speaking in favor were Jon Cardenas, 2850 E. 5<sup>th</sup>; and Nicole Briggs, 34 Lilac. Mr. Cardenas presented public hearing exhibit number seven to the Mayor for the public record. Councilmen Hopkins, Cathey, and Mayor Sandoval had further questions for the applicant and City of Casper Planner Craig Collins. Both Mr. Cardenas and Mr. Collins addressed the questions presented by Council.

Speaking in opposition was Ted Sellers, 2819 E. 5<sup>th</sup>. Dennis Steensland, 533 S. Washington also spoke, but was not in favor or opposition. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 16-168

A RESOLUTION UPHOLDING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR AN ACCESSORY BUILDING (GARAGE) WITH 19' HIGH WALLS, IN EXCESS OF THE 12' MAXIMUM WALL HEIGHT PERMITTED; ON LOT 8, BLOCK 7, PINEVIEW MEADOWS ADDITION NO. 2, SUBDIVISION NO. 1, LOCATED AT 2850 EAST 5TH STREET.

Councilman Johnson presented the foregoing resolution for adoption. Seconded by Councilman Humphrey. After further discussion by all Councilmembers, and further clarification by City of Casper Planner Craig Collins, Mayor Sandoval asked for amendments. There being none, Council voted on the item. Councilman Powell voted aye, all others voted nay. Motion failed.

Following resolution read:

RESOLUTION NO. 16-169

A RESOLUTION REVERSING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR AN ACCESSORY BUILDING (GARAGE) WITH 19' HIGH WALLS, IN EXCESS OF THE 12' MAXIMUM WALL HEIGHT PERMITTED; ON LOT 8, BLOCK 7, PINEVIEW MEADOWS ADDITION NO. 2, SUBDIVISION NO. 1, LOCATED AT 2850 EAST 5TH STREET.

Councilman Johnson presented the foregoing resolution for adoption. Seconded by Councilman Miller.

City Attorney Luben stated that the resolution, as presented, does not specifically address the topic of windows, and therefore if Council desires to include that requirement the resolution would need to be amended.

Moved by Cathey to amend the resolution to require vertical steel siding on the structure and to eliminate the west side window, seconded by Hopkins. Councilman Powell abstained from the vote and all others voted aye. Motion passed.

Councilmen Heili and Hopkins had further questions for City Attorney Luben. Those questions were addressed.

Council then voted on Resolution No. 16-169, as amended. Councilman Powell voted nay. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the transfer of ownership and location of Retail Liquor License No. 15, from D & D Liquors, Inc., d.b.a. Dorn's Fireside Lounge, located at 1745 CY Avenue, to OC Casper, LLC, d.b.a. Old Chicago, located at 3580 East 2<sup>nd</sup> Street.

City Attorney Luben entered four (4) exhibits: correspondence from Tracey L. Belser, to V.H. McDonald, dated June 10, 2016, an affidavit of publication, as published in the Casper-Star Tribune, dated June 3, 2016, an affidavit of website publication, as published on the City of Casper website, dated May 13, 2016, and the Liquor License application filed May 9, 2016. City Manager McDonald provided a brief report.

Speaking in support were: John Johnson, 1917 Rustic Court; and Kary Dorn, 146 Indian Paintbrush.

There being no others to speak for or against the issues involving Retail Liquor License No. 15, the public hearing was closed.

Moved by Councilman Cathey, seconded by Councilman Hopkins, to, by minute action, authorize the issuance of Retail Liquor License No. 15. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-170

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH NORDIC SOUND INCORPORATED TO INSTALL AND CONFIGURE VIDEO CAMERA EQUIPMENT IN THE CITY'S COUNCIL CHAMBERS.

RESOLUTION NO. 16-171

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ACE SANDBLASTING & COATING, INC., FOR THE PRIMARY CLARIFIER #1 RE-COATING PROJECT.

RESOLUTION NO. 16-172

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZY EXCAVATING & CONSTRUCTION, LLC FOR THE CITY OF CASPER - CASPER FAMILY YMCA BID PACKAGE #2, PROJECT NO. 15-31.

RESOLUTION NO. 16-173

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING AND CONSTRUCTION LLC, FOR THE 2016 MISCELLANEOUS SANITARY SEWER REPLACEMENTS PROJECT NO. 15-077.

RESOLUTION NO. 16-174

A RESOLUTION AUTHORIZING THE LEASE OF GEORGE TANI BALLFIELD AND WASHINGTON PARK BALLFIELD TO CASPER YOUTH BASEBALL.

RESOLUTION NO. 16-175

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SWI, LLC, FOR THE METRO ANIMAL CONTROL LANDSCAPING,PROJECT NO. 15-45.

RESOLUTION NO. 16-176

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2016-2017.

RESOLUTION NO. 16-177

A RESOLUTION AUTHORIZING A CONTRACT WITH COMPUTER PROFESSIONALS UNLIMITED TO PURCHASE AN IN-CAR VIDEO SERVER.

RESOLUTION NO. 16-178

A RESOLUTION AUTHORIZING A CONTRACT WITH COBAN TECHNOLOGIES, INC. TO PURCHASE AN IN -CAR VIDEO SERVER.

Councilman Johnson presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Humphrey. Motion passed.

Moved by Councilman Pacheco, seconded by Councilman Miller, to, by consent minute action:  
1. approving a letter of request from the Mayor for extension on a Wyoming Business Council Grant;

2. authorizing the issuance of a Taxicab Company License to Thomas Elliott, d.b.a. Casper Cabs, located at 1147 East 'C' Street;

3. authorizing the appointment of David Maxner to the Casper Housing Authority Board of Commissioners, to complete the term of a vacated seat, set to expire December 31, 2018;
4. authorizing the appointment of new members Will Reese and Nicholas Grooms and the reappointment of Lisa Burrige to the Downtown Development Authority Board;
5. authorizing the purchase of two (2) triplex 5,000 pounds forklifts, in the amount of \$68,526, from Wyoming Machinery Company; and
6. authorizing the Purchase of one (1) Caterpillar, 950M, front end wheel loader, from Wyoming Machinery Company, in the amount of \$341,639. Motion passed.

Individuals addressing the Council were: Woody Giles, 290 E. Magnolia, regarding the comprehensive plan and property values; and Dennis Steensland, 533 S. Washington, who noted his appreciation of Council participation. Craig Collins, City of Casper Planner, addressed Council regarding the comprehensive plan phases and corresponding payment process for the contractor.

City Manager McDonald noted that his earlier statement for Exhibit 1, which is to be included in the minutes, would be corrected. He stated that as pointed out by Councilman Heili, his description of the timing of one-time costs for the Voluntary Retirement Offer could be clearer; and will revise the written report requested to be in the minutes to reflect that clarification.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 28, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, July 5, 2016, in the Council Chambers.

Moved by Councilman Johnson, seconded by Councilman Miller, to, by minute action adjourn. Councilman Heili voted nay. Motion passed.

The meeting was adjourned at 8:50 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Daniel Sandoval  
Mayor

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## 71 CONSTRUCTION, INC.

13173 RETAINAGE	(\$4,003.17)		
	<b>(\$4,003.17)</b>	<b>Subtotal for Dept.</b>	Capital Projects
9370 CITY MIX	\$2,388.87		
	<b>\$2,388.87</b>	<b>Subtotal for Dept.</b>	Parks
13173 CARNATION ST IMPROVEMENTS	\$128,246.69		
	<b>\$128,246.69</b>	<b>Subtotal for Dept.</b>	Streets
13173 CARNATION ST IMPROVEMENTS	\$2,500.00		
	<b>\$2,500.00</b>	<b>Subtotal for Dept.</b>	Water
	<b>\$129,132.39</b>	<b>Subtotal for Vendor</b>	

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

16-05-373 POSTAGE	\$3.42		
	<b>\$3.42</b>	<b>Subtotal for Dept.</b>	Fort Caspar
16-05-380 POSTAGE	\$254.62		
	<b>\$254.62</b>	<b>Subtotal for Dept.</b>	Police
16-05-383 POSTAGE	\$36.29		
16-05-376 POSTAGE	\$7.41		
	<b>\$43.70</b>	<b>Subtotal for Dept.</b>	Water
	<b>\$301.74</b>	<b>Subtotal for Vendor</b>	

## A-1 PORTABLES & SERVICES

1198 PORTABLES	\$110.00		
	<b>\$110.00</b>	<b>Subtotal for Dept.</b>	Balefill
	<b>\$110.00</b>	<b>Subtotal for Vendor</b>	

## ADECCO USA, INC.

68117242 TEMPORARY SERVICES	\$158.40		
68125791 TEMPORARY SERVICES	\$158.40		
	<b>\$316.80</b>	<b>Subtotal for Dept.</b>	Balefill
	<b>\$316.80</b>	<b>Subtotal for Vendor</b>	

## ALLAN'S CONCRETE

060437 CY ISLANDS	\$900.00		
	<b>\$900.00</b>	<b>Subtotal for Dept.</b>	Streets
	<b>\$900.00</b>	<b>Subtotal for Vendor</b>	

## AMERICAN TITLE AGENCY, INC.

PAYMENT 2 PLAINS FURNITURE	\$1,493,272.56		
	<b>\$1,493,272.56</b>	<b>Subtotal for Dept.</b>	Special Revenue
	<b>\$1,493,272.56</b>	<b>Subtotal for Vendor</b>	

## AMERI-TECH EQUIPMENT CO.

15972 SERVICES	\$9,990.00		
	<b>\$9,990.00</b>	<b>Subtotal for Dept.</b>	Balefill
103114 FUEL TANK	\$3,216.00		
103110 PLATFORM BODY	\$7,976.23		
103111 PLATFORM BODY	\$7,976.23		

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## AMERI-TECH EQUIPMENT CO.

103146 WIRING	\$215.89		
	<b>\$19,384.35</b>	Subtotal for Dept.	Streets
103156 SNOW PLOW MOUNTING	\$2,797.29		
103128 SNOW PLOW MOUNTING	\$2,797.29		
	<b>\$5,594.58</b>	Subtotal for Dept.	Water
	<b>\$34,968.93</b>	Subtotal for Vendor	

## ANDREW COYLE

RIN0026731 CLOTHING REIMBURSEMENT	\$33.52		
	<b>\$33.52</b>	Subtotal for Dept.	Parks
	<b>\$33.52</b>	Subtotal for Vendor	

## ANDREW NELSON

61416 TRAVEL EXPENSES	\$131.94		
61416 TRAVEL EXPENSES	\$131.94		
	<b>\$263.88</b>	Subtotal for Dept.	C.A.T.C.
	<b>\$263.88</b>	Subtotal for Vendor	

## ARNOLD, DENISE

0026758987 UTILITY REFUND	\$49.80		
	<b>\$49.80</b>	Subtotal for Dept.	Water
	<b>\$49.80</b>	Subtotal for Vendor	

## ARROW REALTY CO

308301 UTILITY REFUND	\$68.95		
	<b>\$68.95</b>	Subtotal for Dept.	Water
	<b>\$68.95</b>	Subtotal for Vendor	

## BAR-D SIGNS, INC.

30649 FURNISH/INSTALL LETTERING	\$815.32		
	<b>\$815.32</b>	Subtotal for Dept.	Metro Animal
	<b>\$815.32</b>	Subtotal for Vendor	

## BRADY WEBSTER

RIN0026762 BOOT REIMBURSEMENT	\$59.40		
	<b>\$59.40</b>	Subtotal for Dept.	Balefill
	<b>\$59.40</b>	Subtotal for Vendor	

## BRENNTAG PACIFIC, INC.

BPI630630 CHEMICALS	\$8,672.72		
	<b>\$8,672.72</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$8,672.72</b>	Subtotal for Vendor	

## BRETT CALDWELL

000022 CLOTHING REIMBURSEMENT	\$193.77		
	<b>\$193.77</b>	Subtotal for Dept.	Police
	<b>\$193.77</b>	Subtotal for Vendor	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## BULLETT, LLC

690 SECURITY REFUND

\$426.00  
**\$426.00** Subtotal for Dept. General - Police  
**\$426.00** Subtotal for Vendor

## BUREAU OF RECLAMATION

90443752 KENDRICK WATER SUPPLY

\$164.66  
**\$164.66** Subtotal for Dept. Water  
**\$164.66** Subtotal for Vendor

## BURNS & MCDONNELL ENGINEERING CO., INC.

78807-21 UPGRADES

\$29,700.88  
**\$29,700.88** Subtotal for Dept. Waste Water  
**\$29,700.88** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

2016-502 BUS EXPENSES  
2016-503 CATC EXPENSES  
2016-504 BUS EXPENSES  
2016-501 CATC EXPENSES

\$51,165.00  
\$53,197.00  
\$37,852.00  
\$56,649.00  
**\$198,863.00** Subtotal for Dept. C.A.T.C.  
**\$198,863.00** Subtotal for Vendor

## CASPER COMMUNITY GREENHOUSE PROJECT

060116 COMMUNITY PROMOTIONS

\$47,870.00  
**\$47,870.00** Subtotal for Dept. One Cent #15  
**\$47,870.00** Subtotal for Vendor

## CASPER YOUTH BASEBALL

RIN0026747 REIMBURSEMENT

\$3,150.44  
**\$3,150.44** Subtotal for Dept. Buildings & Grounds  
**\$3,150.44** Subtotal for Vendor

## CENTRAL WY. RESCUE MISSION

WY15590 COMMUNITY PROMOTIONS

\$79,102.55  
**\$79,102.55** Subtotal for Dept. One Cent #15  
**\$79,102.55** Subtotal for Vendor

## CENTURYLINK

RIN0026770 PHONE USE

\$37.51  
**\$37.51** Subtotal for Dept. Balefill

RIN0026755 PHONE USE

\$298.76

RIN0026755 PHONE USE

\$131.67

**\$430.43** Subtotal for Dept. Casper Events Center

RIN0026769 PHONE USE

\$18.00

RIN0026755 PHONE USE

\$118.52

**\$136.52** Subtotal for Dept. Cemetery

RIN0026755 PHONE USE

\$181.32

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## CENTURYLINK

RIN0026755 PHONE USE	\$63.37		
	<b>\$244.69</b>	<b>Subtotal for Dept.</b>	City Hall
RIN0026785 PHONE USE	\$2,030.43		
RIN0026785 PHONE USE	\$10,596.58		
RIN0026785 PHONE USE	\$82.45		
RIN0026755 PHONE USE	\$355.75		
RIN0026755 PHONE USE	\$65.10		
	<b>\$13,130.31</b>	<b>Subtotal for Dept.</b>	Communications Center
RIN0026755 PHONE USE	\$150.90		
	<b>\$150.90</b>	<b>Subtotal for Dept.</b>	Engineering
1378675047 PHONE USE	\$1,033.61		
	<b>\$1,033.61</b>	<b>Subtotal for Dept.</b>	Finance
RIN0026755 PHONE USE	\$479.18		
RIN0026785 PHONE USE	\$602.15		
RIN0026785 PHONE USE	\$100.10		
	<b>\$1,181.43</b>	<b>Subtotal for Dept.</b>	Fire
RIN0026755 PHONE USE	\$155.37		
	<b>\$155.37</b>	<b>Subtotal for Dept.</b>	Metro Animal
RIN0026755 PHONE USE	\$174.22		
	<b>\$174.22</b>	<b>Subtotal for Dept.</b>	Municipal Court
RIN0026755 PHONE USE	\$175.08		
	<b>\$175.08</b>	<b>Subtotal for Dept.</b>	Parking
RIN0026755 PHONE USE	\$150.73		
RIN0026787 PHONE USE	\$171.00		
	<b>\$321.73</b>	<b>Subtotal for Dept.</b>	Police
RIN0026759 PHONE USE	\$128.79		
	<b>\$128.79</b>	<b>Subtotal for Dept.</b>	Sewer
RIN0026768 PHONE USE	\$126.43		
	<b>\$126.43</b>	<b>Subtotal for Dept.</b>	Waste Water
	<b>\$17,427.02</b>	<b>Subtotal for Vendor</b>	

## CHRIS HADLOCK

RIN0026762 ALCOHOL STINGS	\$250.00		
RIN0026762 TOBACCO STINGS	\$655.06		
	<b>\$905.06</b>	<b>Subtotal for Dept.</b>	Police Grants
	<b>\$905.06</b>	<b>Subtotal for Vendor</b>	

## CINDY RANDEL

RIN0026671 TUITION REIMBURSEMENT	\$490.94		
	<b>\$490.94</b>	<b>Subtotal for Dept.</b>	Police
	<b>\$490.94</b>	<b>Subtotal for Vendor</b>	

## CITY OF CASPER

141317 MIKE SEDAR PARK RENTAL	\$30.00		
	<b>\$30.00</b>	<b>Subtotal for Dept.</b>	Human Resources
5128/141044 GIS SERVICES	\$9,350.64		

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## CITY OF CASPER

5128/141044 GIS SERVICES	\$982.70		
	<b>\$10,333.34</b>	<b>Subtotal for Dept.</b>	Metropolitan Planning
140926 COMMUNITY PROMOTIONS	\$105.00		
141119 COMMUNITY PROMOTIONS	\$142.00		
140967 COMMUNITY PROMOTIONS	\$750.00		
	<b>\$997.00</b>	<b>Subtotal for Dept.</b>	Social Community Services
	<b>\$11,360.34</b>	<b>Subtotal for Vendor</b>	

## CITY OF CASPER - BALEFILL

1339/141456 SANITATION	\$15.00		
1339/141270 SANITATION	\$482.04		
	<b>\$497.04</b>	<b>Subtotal for Dept.</b>	Casper Events Center
1967/141130 SANITATION	\$15.00		
	<b>\$15.00</b>	<b>Subtotal for Dept.</b>	Code Enforcement
247/141047-050 SANITATION	\$400.00		
	<b>\$400.00</b>	<b>Subtotal for Dept.</b>	Parks
2772/141182 SANITATION	\$7,320.72		
2772/141161 SANITATION	\$346.39		
2772/141150 SANITATION	\$6,023.05		
2772/140991 SANITATION	\$6,973.86		
2772/141116 SANITATION	\$6,447.93		
2772/141351 SANITATION	\$6,763.30		
2772/141213 SANITATION	\$6,805.13		
2772/141276 SANITATION	\$5,818.60		
2772/141084 SANITATION	\$7,059.36		
2772/141245 SANITATION	\$6,327.61		
2772/141016 SANITATION	\$7,162.80		
2772/141460 SANITATION	\$6,570.60		
2772/141304-316 SANITATION	\$6,238.27		
2772/140963 SANITATION	\$6,557.40		
	<b>\$86,415.02</b>	<b>Subtotal for Dept.</b>	Refuse Collection
1276/141458 SANITATION	\$105.28		
1276/140962 SANITATION	\$89.30		
1276/141015 SANITATION	\$121.73		
1276/141300 SANITATION	\$972.53		
1276/141147 SANITATION	\$500.33		
1276/141209 SANITATION	\$108.10		
1276/140761 SANITATION	\$1,233.94		
	<b>\$3,131.21</b>	<b>Subtotal for Dept.</b>	Waste Water
	<b>\$90,458.27</b>	<b>Subtotal for Vendor</b>	

## CIVIL ENGINEERING PROFESSIONALS, INC.

15-031-06 DESIGN & CONSTRUCTION ADMIN	\$3,900.00		
	<b>\$3,900.00</b>	<b>Subtotal for Dept.</b>	Balefill
15-035-05 METRO LANDSCAPING	\$900.00		
	<b>\$900.00</b>	<b>Subtotal for Dept.</b>	Metro Animal
15-046-06 E 21ST STREET IMPROVEMENTS	\$6,043.39		

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## CIVIL ENGINEERING PROFESSIONALS, INC.

16-002-04 STORMWATER UTILITY

\$11,815.00

**\$17,858.39** Subtotal for Dept. Streets

14-066-16 EAST CASPER ZONE III

\$10,082.66

14-066-16 EAST CASPER ZONE III

\$4,966.08

15-046-06 E 21ST ST IMPROVEMENTS

\$4,665.06

**\$19,713.80** Subtotal for Dept. Water

**\$42,372.19** Subtotal for Vendor

## CLARK, LANDON

0026758990 UTILITY REFUND

\$21.72

**\$21.72** Subtotal for Dept. Water

**\$21.72** Subtotal for Vendor

## CLIFTON CORKERN

RIN0026776 MILEAGE REIMBURSEMENT

\$48.98

**\$48.98** Subtotal for Dept. Fort Caspar

**\$48.98** Subtotal for Vendor

## COLLECTION CENTER INC.

972000000330 COLLECTION FEES

\$244.85

**\$244.85** Subtotal for Dept. Refuse Collection

972000000330 COLLECTION FEES

\$186.08

**\$186.08** Subtotal for Dept. Sewer

972000000330 COLLECTION FEES

\$548.45

**\$548.45** Subtotal for Dept. Water

**\$979.38** Subtotal for Vendor

## COMMERCIAL REFRIGERATION, INC.

2084 REPAIRS

\$85.00

**\$85.00** Subtotal for Dept. Aquatics

**\$85.00** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

77232 REPAIRS

\$51.50

77244 REPAIRS

\$103.00

77230 REPAIRS

\$51.50

77231 REPAIRS

\$51.50

**\$257.50** Subtotal for Dept. Police

76595 INSTALLATIONS

\$2,028.84

77275 INSTALLATIONS

\$2,292.25

77276 INSTALLATIONS

\$1,816.25

**\$6,137.34** Subtotal for Dept. Police Equipment

**\$6,394.84** Subtotal for Vendor

## COMPRESSION LEASING SERVICES, INC.

223940 COMPRESSOR,

\$13,501.72

223939 AIR COMPRESSOR

\$12,461.06

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## COMPRESSION LEASING SERVICES, INC.

223938 AIR DRYER  
24277 SERVICES

\$7,715.25  
\$14,789.76  
**\$48,467.79** Subtotal for Dept. Fleet Maintenance  
**\$48,467.79** Subtotal for Vendor

## COMTRONIX, INC.

45923 ALARM SERVICE

\$132.00  
**\$132.00** Subtotal for Dept. Casper Events Center  
**\$132.00** Subtotal for Vendor

## CONTINUOUS ALCOHOL MONITORING OF WY LLC

2016-101A REMOTE BREATH TESTING  
2016-121 REMOTE BREATH TESTING  
2016-141 REMOTE BREATH TESTING

\$94.50  
\$4,100.14  
\$6,156.51  
**\$10,351.15** Subtotal for Dept. Municipal Court  
**\$10,351.15** Subtotal for Vendor

## CREASON, SHILA

0026758984 UTILITY REFUND

\$46.32  
**\$46.32** Subtotal for Dept. Water  
**\$46.32** Subtotal for Vendor

## CRIME SCENE INFORMATION

157-12-052 CRIME STOPPERS

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

## CURB APPEAL PAINTING LLC

136 SERVICES

\$13,780.00  
**\$13,780.00** Subtotal for Dept. CDBG  
**\$13,780.00** Subtotal for Vendor

## DAVE LODEN CONSTRUCTION

RIN0026778 RETAINAGE

\$6,173.25  
**\$6,173.25** Subtotal for Dept. Capital Projects  
**\$6,173.25** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

2016-05CASPER FIXED INCOME MANAGEMENT FEES

\$6,937.77  
**\$6,937.77** Subtotal for Dept. Finance  
**\$6,937.77** Subtotal for Vendor

## DEHERRERA, BRITANY

0026707313 UTILITY REFUND

\$17.37  
**\$17.37** Subtotal for Dept. Water  
**\$17.37** Subtotal for Vendor

## DELL MARKETING LP

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## DELL MARKETING LP

XJXRFW2R2 OFFICE PRO PLUS	\$338.35	
XJXRFW152 OFFICE PRO PLUS	\$338.35	
XJXNP5153 OFFICE PRO PLUS	\$338.35	
XJXNP5153 OFFICE PRO PLUS	\$338.35	
	<b>\$1,353.40</b>	<b>Subtotal for Dept. Casper Events Center</b>
XJXRFW2P6 OFFICE PRO PLUS	\$338.35	
	<b>\$338.35</b>	<b>Subtotal for Dept. Engineering</b>
XJXRFTXK8 COMPUTER	\$338.35	
XJXNP51C3 OFFICE PRO PLUS	\$338.35	
	<b>\$676.70</b>	<b>Subtotal for Dept. Finance</b>
XJXNP4X81 OFFICE PRO PLUS	\$338.35	
	<b>\$338.35</b>	<b>Subtotal for Dept. Fire</b>
XJXNP4WJ3 OFFICE PRO PLUS	\$338.35	
	<b>\$338.35</b>	<b>Subtotal for Dept. Sewer</b>
XJXRFTXM4 OFFICE PRO PLUS	\$676.70	
	<b>\$676.70</b>	<b>Subtotal for Dept. Streets</b>
	<b>\$3,721.85</b>	<b>Subtotal for Vendor</b>

## DESERT MTN. CORP.

16-46856 ICE SLICER	\$4,818.74	
16-46456 ICE SLICER	\$3,726.62	
16-46777 ICE SLICER	\$4,698.99	
16-46454 ICE SLICER	\$4,678.64	
16-46855 ICE SLICER	\$4,784.02	
16-46434 ICE SLICER	\$4,787.61	
16-46432 ICE SLICER	\$4,815.15	
16-46455 ICE SLICER	\$3,661.96	
16-46445 ICE SLICER	\$4,836.71	
16-46431 ICE SLICER	\$4,837.90	
16-46450 ICE SLICER	\$4,800.78	
16-46453 ICE SLICER	\$3,691.90	
16-46452 ICE SLICER	\$3,690.70	
16-46451 ICE SLICER	\$4,661.87	
16-46449 ICE SLICER	\$4,691.81	
16-46776 ICE SLICER	\$4,795.99	
16-46446 ICE SLICER	\$4,812.76	
16-46444 ICE SLICER	\$4,869.04	
16-46443 ICE SLICER	\$4,853.47	
16-46440 ICE SLICER	\$4,774.44	
16-46439 ICE SLICER	\$4,794.79	
16-46438 ICE SLICER	\$4,828.32	
16-46775 ICE SLICER	\$4,837.90	
16-46774 ICE SLICER	\$4,823.53	
16-46448 ICE SLICER	\$3,906.25	
16-46779 ICE SLICER	\$3,973.31	
16-46447 ICE SLICER	\$3,703.87	
	<b>\$122,157.07</b>	<b>Subtotal for Dept. Streets</b>

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## DESERT MTN. CORP.

**\$122,157.07** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

3763 FABRICATION OF BRACKETS  
3750 REPAIR TRAILER  
3771 TRAILER COUPLER

\$780.00  
\$265.00  
\$140.00

**\$1,185.00** Subtotal for Dept. Fleet Maintenance  
**\$1,185.00** Subtotal for Vendor

## ECO-COUNTER INC

70172 PATHWAY COUNTERS

\$13,985.00

**\$13,985.00** Subtotal for Dept. Parks

**\$13,985.00** Subtotal for Vendor

## ECOLAB PEST ELIMINATION DIV., INC.

7862336 PEST CONTROL  
7862337 PEST CONTROL

\$78.66  
\$211.45

**\$290.11** Subtotal for Dept. Casper Events Center

**\$290.11** Subtotal for Vendor

## EMB GOLF CARTS

RIN0026771 TRIMMER LINE

\$140.43

**\$140.43** Subtotal for Dept. Parks

**\$140.43** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

4215 2ND ST WATER MAIN LOOP

\$367.47

**\$367.47** Subtotal for Dept. Water

**\$367.47** Subtotal for Vendor

## FERGUSON ENTERPRISES, INC.

0631682 INVENTORY  
0631682 INVENTORY  
0631682-1 CURB BOXES W/RODS

\$29,665.40  
\$10,553.00  
\$780.00

**\$40,998.40** Subtotal for Dept. Water

**\$40,998.40** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1150707 MERCHANT FEES  
REMI1150714 MERCHANT FEES

\$1,103.70  
\$1,792.30

**\$2,896.00** Subtotal for Dept. Casper Events Center

REMI1157724 MERCHANT FEES

\$115.68

**\$115.68** Subtotal for Dept. Code Enforcement

REMI1157725 MERCHANT FEES

\$71.13

**\$71.13** Subtotal for Dept. Engineering

REMI1157714 MERCHANT FEES

\$1,644.02

**\$1,644.02** Subtotal for Dept. Finance

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## FIRST DATA MERCHANT SVCS CORP.

REMI1157716 MERCHANT FEES	\$69.51		
	<b>\$69.51</b>	Subtotal for Dept.	Fort Caspar
REMI1157717 MERCHANT FEES	\$1,319.28		
	<b>\$1,319.28</b>	Subtotal for Dept.	Golf Course
REMI1157718 MERCHANT FEES	\$4.00		
	<b>\$4.00</b>	Subtotal for Dept.	Hogadon
REMI1157719 MERCHANT FEES	\$43.91		
	<b>\$43.91</b>	Subtotal for Dept.	Metro Animal
	<b>\$6,163.53</b>	Subtotal for Vendor	

## FIRST INTERSTATE BANK

RIN0026757 LOCKBOX FEES	\$1,915.91		
RIN0026773 BAGS	\$19.00		
RIN0026756 SERVICE CHARGES	\$1,156.62		
	<b>\$3,091.53</b>	Subtotal for Dept.	Finance
RIN0026760 DEPOSIT TICKETS	\$53.35		
	<b>\$53.35</b>	Subtotal for Dept.	Metro Animal
	<b>\$3,144.88</b>	Subtotal for Vendor	

## FIRST INTERSTATE BANK - PETTY CASH

3 WITNESS FEES - CUSTOMER SERVIC	\$15.00		
	<b>\$15.00</b>	Subtotal for Dept.	Municipal Court
RIN0026763 PETTY CASH - CEC	\$14.46		
RIN0026763 PETTY CASH - CEC	\$1.51		
	<b>\$15.97</b>	Subtotal for Dept.	Casper Events Center
RIN0026764 PETTY CASH - COMM DEVELOPMENT	\$8.48		
RIN0026764 PETTY CASH - COMM DEVELOPMENT	\$8.48		
	<b>\$16.96</b>	Subtotal for Dept.	C.A.T.C.
RIN0026764 PETTY CASH - COMM DEVELOPMENT	\$18.85		
	<b>\$18.85</b>	Subtotal for Dept.	Code Enforcement
RIN0026764 PETTY CASH - COMM DEVELOPMENT	\$32.48		
RIN0026764 PETTY CASH - COMM DEVELOPMENT	\$255.00		
	<b>\$287.48</b>	Subtotal for Dept.	Planning
RIN0026395 PETTY CASH	\$15.00		
	<b>\$15.00</b>	Subtotal for Dept.	Aquatics
	<b>\$369.26</b>	Subtotal for Vendor	

## FISCHER BODY SHOP CORP.

23729 REPAIRS	\$1,126.04		
	<b>\$1,126.04</b>	Subtotal for Dept.	Fleet Maintenance
	<b>\$1,126.04</b>	Subtotal for Vendor	

## FOOD SVCS OF AMERICA

5126281 PRODUCT	\$1,248.58		
	<b>\$1,248.58</b>	Subtotal for Dept.	Casper Events Center
	<b>\$1,248.58</b>	Subtotal for Vendor	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## FRANCINE FOX

rin0026752 DOWNTOWN WRAP

\$200.00  
**\$200.00** Subtotal for Dept. Parks  
**\$200.00** Subtotal for Vendor

## GSG ARCHITECTURE

1606007 FIRE STATION #6 - DESIGN

\$11,049.80  
**\$11,049.80** Subtotal for Dept. Fire  
**\$11,049.80** Subtotal for Vendor

## GW MECHANICAL, INC.

2 HEATING SYSTEM REPLACEMENTS  
3 HEATING SYSTEM REPLACEMENTS

\$97,434.95  
\$3,211.95  
**\$100,646.90** Subtotal for Dept. CDBG  
**\$100,646.90** Subtotal for Vendor

## HDR ENGINEERING, INC.

00488878-H STUDIES

\$2,596.05  
**\$2,596.05** Subtotal for Dept. Water  
**\$2,596.05** Subtotal for Vendor

## HEIN-BOND, LLC

16-018 SERVICES  
16-019 SERVICES

\$33,072.75  
\$101,730.00  
**\$134,802.75** Subtotal for Dept. Balefill  
**\$134,802.75** Subtotal for Vendor

## HEWLETT PACKARD CO.

57247334 COMPUTER

\$1,059.00  
**\$1,059.00** Subtotal for Dept. Finance

57247306 LAPTOP

\$1,103.00  
**\$1,103.00** Subtotal for Dept. Sewer  
**\$2,162.00** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0333206-IN FUEL

\$14,236.34  
**\$14,236.34** Subtotal for Dept. Balefill

0333337-IN FUEL

\$399.50

0333342-IN FUEL

\$23,099.40

0333337-IN FUEL

\$17,981.58

**\$41,480.48** Subtotal for Dept. Fleet Maintenance  
**\$55,716.82** Subtotal for Vendor

## HORKAN, CODY

0026707316 UTILITY REFUND

\$28.64  
**\$28.64** Subtotal for Dept. Water  
**\$28.64** Subtotal for Vendor

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## INBERG-MILLER ENGINEERS

17466CM02.14 COMPOST YARD ADDITION

\$1,063.00

**\$1,063.00** Subtotal for Dept. Balefill

18577CE01 LOWER EASTDALE CREEK CHANNEL I

\$13,190.76

**\$13,190.76** Subtotal for Dept. Streets

**\$14,253.76** Subtotal for Vendor

## INSTALLATION & SVC CO

RIN0026782 RETAINAGE

\$6,045.37

**\$6,045.37** Subtotal for Dept. Water

**\$6,045.37** Subtotal for Vendor

## INSTALLATION & SVC. CO.

16-001-01 2016 CPU ASPHALT REPAIR

\$38,127.50

16-001-01 2016 CPU ASPHALT REPAIR

\$22,326.16

16-001-01 RETAINAGE

(\$6,045.37)

**\$54,408.29** Subtotal for Dept. Water

**\$54,408.29** Subtotal for Vendor

## INTEGRITY TANK SERVICE, LLC

1015-033373 PRATT II NORTH TANK INTERIOR

\$99,450.00

1015-033373 RETAINAGE

(\$6,220.09)

**\$93,229.91** Subtotal for Dept. Water

**\$93,229.91** Subtotal for Vendor

## ITC ELECTRICAL TECHNOLOGIES

19660 WELL REPAIRS

\$378.00

19829 DEWATERING PUMP MOTOR CONTACT

\$1,134.16

**\$1,512.16** Subtotal for Dept. Water Treatment Plant

**\$1,512.16** Subtotal for Vendor

## JAMES BARTON

RIN0026793 INSURANCE REFUND

\$756.80

**\$756.80** Subtotal for Dept. Health Insurance

**\$756.80** Subtotal for Vendor

## JAYME MCGOONAN

RIN0026775 MILEAGE REIMBURSEMENT

\$43.85

**\$43.85** Subtotal for Dept. Fort Caspar

**\$43.85** Subtotal for Vendor

## JENNIFER MORSS

RIN0026751 DOWNTOWN WRAP

\$200.00

**\$200.00** Subtotal for Dept. Parks

**\$200.00** Subtotal for Vendor

## JENSON, DARRYL

0026758989 UTILITY REFUND

\$49.57

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## JENSON, DARRYL

**\$49.57** Subtotal for Dept. Water  
**\$49.57** Subtotal for Vendor

## JIM GERHART

RIN0026774 BOOT REIMBURSEMENT

\$47.24  
**\$47.24** Subtotal for Dept. Parks  
**\$47.24** Subtotal for Vendor

## JOCELYN LENAЕ CASE

RIN0026753 DOWNTOWN WRAP

\$200.00  
**\$200.00** Subtotal for Dept. Parks  
**\$200.00** Subtotal for Vendor

## JOHN FRANCIS KELLY, PHD, ABPP

1 METH CONFERENCE SPEAKER

\$2,000.00  
**\$2,000.00** Subtotal for Dept. Police Grants  
**\$2,000.00** Subtotal for Vendor

## JOURNAL TECHNOLOGIES, INC

0000002685 JUSTICE WEB CONFIGURATION

\$8,000.00  
**\$8,000.00** Subtotal for Dept. Municipal Court  
**\$8,000.00** Subtotal for Vendor

## JOYCE E ROGERS

RIN0026754 DOWNTOWN WRAP

\$200.00  
**\$200.00** Subtotal for Dept. Parks  
**\$200.00** Subtotal for Vendor

## KADRMAS, LEE & JACKSON

10070297 SIGNAL TIMING STUDY

\$10,445.80  
**\$10,445.80** Subtotal for Dept. Traffic  
**\$10,445.80** Subtotal for Vendor

## KNIFE RIVER/JTL

14-81-9 RETAINAGE

(\$743.25)

14-81-9 COMPOST YARD ADDITION

\$114,795.35

**\$114,052.10** Subtotal for Dept. Balefill

14-18-7 RETAINAGE

(\$28,940.33)

**(\$28,940.33)** Subtotal for Dept. Capital Projects

132292 CEMETERY BASE

\$113.74

**\$113.74** Subtotal for Dept. Cemetery

133315 CROSSROADS BALLFIELD

\$2,919.00

**\$2,919.00** Subtotal for Dept. Parks

133793 POPLAR SINK HOLE

\$1,926.00

133787 POPLAR SINK HOLE

\$491.98

**\$2,417.98** Subtotal for Dept. Sewer

134393 CRUSHED ROCK

\$6,537.71

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## KNIFE RIVER/JTL

133316 PLANT MIX	\$249.00	
133678 WASHED ROCK	\$178.00	
14-18-7 W YELLOWSTONE HWY & WALNUT ST	\$230,320.49	
134036 FIRE TRAINING TOWER	\$163.21	
134313 CONCRETE	\$337.00	
14-18-7 W YELLOWSTONE & WALNUT ST RECO	\$180,966.10	
134394 ROCK	\$4,524.93	
133006 PLANT MIX	\$120.00	
134205 CRUSHED ROCK	\$5,798.34	
<b>\$429,194.78</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
<b>\$519,757.27</b>	<b>Subtotal for Vendor</b>	

## LABOR READY CENTRAL, INC.

21075196 TEMPORARY SERVICE	\$3,648.54	
21075197 TEMPORARY SERVICE	\$3,680.67	
21075905 TEMPORARY SERVICE	\$228.48	
<b>\$7,557.69</b>	<b>Subtotal for Dept.</b>	<b>Casper Events Center</b>
<b>\$7,557.69</b>	<b>Subtotal for Vendor</b>	

## MANPOWER, INC.

30198927 TEMPORARY SERVICE	\$1,272.80	
30172552 TEMPORARY SERVICE	\$660.48	
<b>\$1,933.28</b>	<b>Subtotal for Dept.</b>	<b>Casper Events Center</b>
<b>\$1,933.28</b>	<b>Subtotal for Vendor</b>	

## MCMURRY READY MIX CO.

115413 DOLOMITE BASE	\$975.35	
	<b>\$975.35</b>	<b>Subtotal for Dept. Parks</b>
223160 CONCRETE	\$622.50	
	<b>\$622.50</b>	<b>Subtotal for Dept. Sewer</b>
223161 CONCRETE	\$177.75	
223029 CONCRETE	\$716.25	
223105 CONCRETE	\$355.50	
	<b>\$1,249.50</b>	<b>Subtotal for Dept. Streets</b>
222962 CONCRETE	\$829.50	
	<b>\$829.50</b>	<b>Subtotal for Dept. Weed And Pest</b>
	<b>\$3,676.85</b>	<b>Subtotal for Vendor</b>

## MICHELLE MAYNARD

RIN0026396 CLASS REFUND	\$328.00	
	<b>\$328.00</b>	<b>Subtotal for Dept. Recreation</b>
	<b>\$328.00</b>	<b>Subtotal for Vendor</b>

## MOHONDRO, DYLAN

0026758983 UTILITY REFUND	\$20.89	
	<b>\$20.89</b>	<b>Subtotal for Dept. Water</b>
	<b>\$20.89</b>	<b>Subtotal for Vendor</b>

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## MOTOROLA SOLUTIONS

78346256 MAINTENANCE AGREEMENT

\$5,811.72

**\$5,811.72** Subtotal for Dept. Communications Center

13116324 RADIO

\$3,724.00

**\$3,724.00** Subtotal for Dept. Fire

**\$9,535.72** Subtotal for Vendor

## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

24237 ETHERNET ACCESS

\$512.50

**\$512.50** Subtotal for Dept. Communications Center

AP00017906271601 METRO INTERNET

\$1,515.00

**\$1,515.00** Subtotal for Dept. Finance

**\$2,027.50** Subtotal for Vendor

## NATIONAL BENEFIT SERVICES

542289 PLAN ADMIN FEES

\$18.00

**\$18.00** Subtotal for Dept. Health Insurance

**\$18.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

RIN0026789 RECORDING FEES

\$258.00

**\$258.00** Subtotal for Dept. Planning

**\$258.00** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE45855 UNIFORMS

\$29.95

335121 CREDIT MEMO

(\$34.95)

LN-335703 UNIFORMS

\$284.00

NE45794 UNIFORMS

\$109.90

**\$388.90** Subtotal for Dept. Police

**\$388.90** Subtotal for Vendor

## NIELSEN, BETHANIE

0026707317 UTILITY REFUND

\$12.17

**\$12.17** Subtotal for Dept. Water

**\$12.17** Subtotal for Vendor

## NORDIC SOUND INCORPORATED

140276 UPGRADING VIDEO CAMERA EQUIPME

\$4,800.00

**\$4,800.00** Subtotal for Dept. Council

**\$4,800.00** Subtotal for Vendor

## NORTH AMERICAN UV, INC

1468 UV FLARED DOMED LAMP SLEEVES

\$10,298.88

**\$10,298.88** Subtotal for Dept. Waste Water

**\$10,298.88** Subtotal for Vendor

## NORTH PARK TRANSPORATION

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## NORTH PARK TRANSPORTATION

RIN0026741 SHIPPING

\$1,048.50  
**\$1,048.50** Subtotal for Dept. Refuse Collection  
**\$1,048.50** Subtotal for Vendor

## OVIVO USA, LLC.

8468846 WEIR & BAFFLE KIT

\$13,013.46  
**\$13,013.46** Subtotal for Dept. Waste Water  
**\$13,013.46** Subtotal for Vendor

## PACIOLAN, INC.

INV106327-PA EVENUE BILLING

\$2,670.25  
**\$2,670.25** Subtotal for Dept. Casper Events Center  
**\$2,670.25** Subtotal for Vendor

## PARSLEY, KATHY

0026758981 UTILITY REFUND

\$39.78  
**\$39.78** Subtotal for Dept. Water  
**\$39.78** Subtotal for Vendor

## P-CARD VENDORS

00045169 IN PEDENS INC.	\$807.00	
00045866 SAMS CLUB #6425	\$27.98	
00045453 IN ELIFEGUARD, INC.	\$4.95	
00046075 SAMS CLUB #6425	\$61.40	
00045169 IN PEDENS INC.	\$200.00	
00045657 SUN COUNTRY DISTRIBUTI	\$1,072.00	
00045437 AQUATICTECHPOOLWEB	\$344.28	
00045169 IN PEDENS INC.	\$807.00	
00044910 WM SUPERCENTER #3778	\$5.00	
00045933 AMERICAN LOCKER SECURI	\$13.00	
00045498 IN ELIFEGUARD, INC.	\$4.95	
00045799 WAL-MART #1617	\$19.36	
00045169 IN PEDENS INC.	\$200.00	
00045498 IN ELIFEGUARD, INC.	\$14.90	
00046137 AMERICAN LOCKER SECURI	\$4,981.00	
00045795 DOLLAR TREE	\$40.00	
00046076 DOLLAR TREE	\$22.00	
00045612 AMERICAN LOCKER SECURI	\$294.00	
00046015 SPRINT AQUATICS	\$382.47	
00045713 STAPLES 00114181	\$63.98	
00046058 DOHENY POOL SUPPLIES	\$1,450.98	
00044982 SUN COUNTRY DISTRIBUTI	\$3,000.00	
00046075 SAMS CLUB #6425	\$575.21	
00045676 BARGREEN WYOMING 25	\$7.35	
00045453 IN ELIFEGUARD, INC.	\$14.90	
00045756 SAMS CLUB #6425	\$938.78	
00045749 SAMS INTERNET	\$422.30	
	<b>\$15,774.79</b>	Subtotal for Dept. Aquatics

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045496	WYOMING MACHINERY CO	\$2,814.00		
00045823	HOWARD SUPPLY COMPANY	\$165.88		
00045972	BRAKE SUPPLY COMPANY I	\$1,918.62		
00045925	BAILEYS ACE HDWE	\$55.08		
00045615	OREILLY AUTO 00027466	\$49.52		
00046063	USPS 57155809430310940	\$2.99		
00045998	WYOMING MACHINERY CO	\$5,237.00		
00045465	WM SUPERCENTER #1617	\$19.39		
00045941	BRAKE SUPPLY COMPANY I	\$412.09		
00045418	AIR FILTER BLASTER	\$348.00		
00045507	REXEL 3212	\$480.95		
00045538	WYOMING RENTS LLC	\$47.50		
00045346	SHERWIN WILLIAMS 70343	\$43.34		
00045396	GCR TIRES #751	\$34,954.00		
00045247	SAMSCLUB #6425	\$178.90		
00045534	WYOMING MACHINERY CO	\$290.91		
00045889	DECKER AUTO GLASS	\$95.00		
00045786	FEDEX 783369689317	\$592.57		
00045836	SAFETY KLEEN SYSTEMS B	\$9,232.80		
00045721	WW GRAINGER	\$90.64		
00045803	BAILEYS ACE HDWE	\$11.15		
00045720	WW GRAINGER	\$28.91		
00045694	SHERWIN WILLIAMS #3439 - Credi	(\$1.56)		
00045450	SAMSCLUB #6425	\$28.60		
00045748	BAILEYS ACE HDWE	\$89.97		
00045686	OREILLY AUTO 00027466	\$14.99		
00045758	NORTHWEST FUEL SYSTEMS	\$433.53		
00045948	BRAKE SUPPLY COMPANY I	\$1,906.43		
00045930	APPLIED TECHNICAL SERV	\$600.00		
00045763	CRETEX CONCRETE PRODUC	\$16,095.00		
00045450	SAMSCLUB #6425	\$52.24		
00045481	WYOMING MACHINERY CO	\$2,814.00		
00045668	CASPER FIRE EXTINGUISH	\$148.00		
00045747	SAMS CLUB #6425	\$39.96		
		<b>\$79,290.40</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
00046150	SQ BYRON'S OFFICE	\$3,109.00		
00046016	THE HOME DEPOT 6001 - Credit	(\$78.63)		
00045762	ON DECK SPORTS	\$1,216.00		
00045943	BRIDGER STEEL CASPER	\$1,782.99		
00045602	CASPER STAR TRIBUNE	\$193.64		
00046010	THE HOME DEPOT 6001	\$1,730.15		
00045875	SUMMIT ELECTRIC, INC.	\$3,581.67		
00045690	SUTHERLANDS 2219	\$3,478.77		
00045980	BRIDGER STEEL CASPER - Credit	(\$84.90)		
		<b>\$14,928.69</b>	<b>Subtotal for Dept.</b>	<b>Buildings &amp; Grounds</b>
00046072	BLOEDORN LUMBER CASPER	\$53.87		
00046027	HERCULES INDUSTRIES CA	\$55.87		
00046074	SUTHERLANDS 2219	\$12.04		

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00046117	MENARDS CASPER WY	\$54.97	
00046094	BLOEDORN LUMBER CASPER	\$24.18	
00046041	HERCULES INDUSTRIES CA	\$57.49	
00046012	HERCULES INDUSTRIES - Credit	(\$57.49)	
00045984	COMTRONIX	\$85.14	
00046056	BLOEDORN LUMBER CASPER	\$27.28	
00045981	BRIDGER STEEL CASPER	\$141.75	
00045977	BRIDGER STEEL CASPER	\$1,421.04	
00045958	PRAIRIE PELLA	\$242.50	
00045950	BLOEDORN LUMBER CASPER	\$15.11	
00045936	GEORGE T SANDERS 20	\$32.27	
00046000	CRUM ELECTRIC SUPPLY C	\$29.49	
00045887	CASPER FIRE EXTINGUISH	\$239.88	
00046217	EREPLACEMENTPARTS.COM	\$61.09	
00045995	TRACTOR SUPPLY CO #199	\$249.99	
00046162	PRAIRIE PELLA	\$1,100.00	
00046054	BLOEDORN LUMBER CASPER	\$6.14	
00045886	0970 CED - Credit	(\$90.54)	
00045884	SHEET METAL SPECIALTIE	\$34.53	
00045766	CASPER WINNELSON CO	\$189.62	
00046172	WAL-MART #3778	\$13.14	
00045777	WW GRAINGER	\$84.30	
00045873	CASPER FIRE EXTINGUISH	\$108.25	
00045859	BLOEDORN LUMBER CASPER	\$19.79	
00046228	BRIDGER STEEL CASPER	\$1,126.20	
00045849	0970 CED	\$165.45	
00045826	0970 CED	\$90.54	
00045818	CRUM ELECTRIC SUPPLY C	\$172.56	
00045791	WW GRAINGER	\$34.25	
00045871	DENNIS SUPPLY COMPANY	\$105.00	
00045724	FERGUSON ENT #3069	\$85.80	
00046187	SHERWIN WILLIAMS 70343	\$182.46	
00046236	CASPER WINNELSON CO	\$49.00	
00045691	TETON STEEL - Credit	(\$248.08)	
00045624	BLOEDORN LUMBER CASPER	\$62.60	
00046244	BLOEDORN LUMBER CASPER	\$200.06	
00046247	BLOEDORN LUMBER CASPER	\$746.40	
00045837	SUMMIT ELECTRIC, INC.	\$148.48	
00045878	CASPER FIRE EXTINGUISH	\$102.25	
00045876	CASPER FIRE EXTINGUISH	\$78.00	
00045742	NORCO INC	\$550.82	
00045711	CRESCENT ELECTRIC 103	\$78.68	
		<b>\$7,942.17</b>	<b>Subtotal for Dept. Buildings &amp; Structures</b>
00045879	THE HOME DEPOT 6001	\$15.97	
		<b>\$15.97</b>	<b>Subtotal for Dept. Capital Projects - Casper Events Center</b>
00045622	WAL-MART #3778	\$22.92	
00045932	CASPER STAR TRIBUNE	\$11,874.36	
00045626	AMAZON MKTPLACE PMTS	\$24.05	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045743	WM SUPERCENTER #1617	\$99.57	
00045918	BURBACKS REFRIGERATION	\$289.00	
00045603	WM SUPERCENTER #1617	\$13.66	
00045689	NORCO INC - Credit	(\$92.07)	
00045827	WM SUPERCENTER #1617	\$2.46	
00045703	WW GRAINGER - Credit	(\$45.66)	
00045855	SAMSClub #6425	\$314.37	
00045800	FACEBK 4UWTU9JWR2	\$522.12	
00045617	WAL-MART #3778	\$19.97	
00045419	SILVER DOLLAR SPORTS B	\$22.78	
00045816	SAMS INTERNET	\$118.62	
00045825	SAMS CLUB #6425	\$18.86	
00045682	GREENS SEWER AND DRAIN	\$128.00	
00045356	LONG BLDG. TECHNOLOGIE	\$3,000.00	
00045506	ATLAS OFFICE PRODUCTS	\$17.41	
00045506	ATLAS OFFICE PRODUCTS	\$162.26	
00045608	HEARTLAND PAPER COMPAN	\$247.80	
00045618	HEARTLAND PAPER COMPAN	\$92.68	
00045402	CRDN OF WYOMING	\$15.47	
00046043	BARGREEN WYOMING 25	\$2,263.64	
00046025	CPU VENTURE TECH NETWO	\$837.52	
00046021	TARGET 00001644	\$29.98	
00045378	LONG BLDG. TECHNOLOGIE	\$4,246.00	
00046008	ALBERTSONS STO00000620	\$61.61	
00045454	ZAPATA'S	\$39.70	
00045361	COMTRONIX	\$78.00	
00045584	GHOSTOWN	\$82.19	
00045263	WW GRAINGER	\$62.70	
00045065	WW GRAINGER	\$131.16	
00045230	NORCO INC	\$316.95	
00045235	NORCO INC	\$1,339.28	
00045037	WW GRAINGER	\$27.84	
00045452	QTS RESTAURANT CODY	\$46.14	
00045511	THE BUCKIN BURGER	\$26.00	
00045513	THE BUCKIN BURGER	\$23.00	
00045985	CASPER STAR TRIBUNE	\$1,705.36	
00045520	EXXONMOBIL 47651294	\$23.65	
00045546	CONOCO COUNTRY STORE	\$61.68	
00045361	COMTRONIX	\$78.00	
00045709	HEARTLAND PAPER COMPAN	\$204.82	
00045804	SAMS INTERNET	\$66.12	
00045650	BARGREEN WYOMING 25	\$5,000.00	
00045710	BARGREEN WYOMING 25	\$4,896.29	
00044797	BURBACKS REFRIGERATION	\$135.00	
00045136	ALSCO INC.	\$506.03	
00045598	SAMS CLUB #6425	\$494.18	
		<b>\$39,651.47</b>	<b>Subtotal for Dept. Casper Events Center</b>
00046078	CANCELLI	\$108.24	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00046108	SQ HOFFMAN MONUMENTS	\$842.25		
00046079	CPS DISTRIBUTORS INC C	\$248.42		
		<b>\$1,198.91</b>	<b>Subtotal for Dept.</b>	<b>Cemetery</b>
00045556	ATLAS OFFICE PRODUCTS	\$27.89		
00045850	THOMSON WEST TCD	\$1,122.57		
00045773	IN POWDER RIVER SHRED	\$70.00		
00045860	THOMSON WEST TCD	\$94.50		
00046026	THOMSON WEST TCD	\$1,144.34		
00046029	THOMSON WEST TCD	\$189.00		
		<b>\$2,648.30</b>	<b>Subtotal for Dept.</b>	<b>City Attorney</b>
00045436	WAL-MART #1778	\$67.41		
00045877	MERBACK AWARDS COMPANY	\$43.30		
00045503	AMERICINN-CODY	\$451.44		
		<b>\$562.15</b>	<b>Subtotal for Dept.</b>	<b>City Manager</b>
00045934	VZWRLSS MY VZ VB P	\$44.52		
00046136	SAMSClub #6425	\$47.29		
00046031	ATLAS OFFICE PRODUCTS	\$21.72		
		<b>\$113.53</b>	<b>Subtotal for Dept.</b>	<b>Code Enforcement</b>
00046005	AT&T 0512212799001	\$29.30		
00045927	VZWRLSS IVR VB	\$89.64		
		<b>\$118.94</b>	<b>Subtotal for Dept.</b>	<b>Communications Center</b>
00045852	CASPER STAR TRIBUNE	\$87.72		
00045874	PEACHES	\$17.53		
00046175	KAREN & JIM'S RESTAURA	\$8.78		
00045880	IN GOEDICKE'S CUSTOM	\$150.66		
00046066	CPU VENTURE TECH NETWO	\$19,485.00		
00045717	ATLAS OFFICE PRODUCTS	\$31.31		
00045484	CASPER STAR TRIBUNE	\$858.80		
00045510	AMERICINN-CODY	\$451.44		
		<b>\$21,091.24</b>	<b>Subtotal for Dept.</b>	<b>Council</b>
00045832	XEROX CORPORATION/RBO	\$26.62		
00045490	ATLAS OFFICE PRODUCTS	\$95.56		
		<b>\$122.18</b>	<b>Subtotal for Dept.</b>	<b>Engineering</b>
00046128	BEST BUY 00015271	\$114.95		
00045670	CASPER STAR TRIBUNE	\$143.96		
00046087	SAMSClub #6425	\$129.45		
00046009	CASPER WINCO SUPPLY CO	\$270.00		
00046208	VZWRLSS BILL PAY VB	\$280.07		
00046149	NORCO INC	\$251.62		
00046147	SUTHERLANDS 2219	\$235.69		
00046148	IN PEDENS INC.	\$77.00		
00046052	IN PEDENS INC.	\$89.00		
00046059	WESTERN SLING CO	\$328.21		
00045527	AMBI MAIL AND MARKETIN	\$52.93		
00046206	AMBI MAIL AND MARKETIN	\$104.82		
00046180	ALSCO INC.	\$314.88		
00045864	ATLAS OFFICE PRODUCTS	\$34.92		

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045708	CASPER STAR TRIBUNE	\$139.20	
00045524	ATLAS OFFICE PRODUCTS	\$11.08	
00045934	VZWRLSS MY VZ VB P	\$22.26	
00046101	BAILEYS ACE HDWE	\$34.97	
		<b>\$2,635.01</b>	<b>Subtotal for Dept. Finance</b>
00046192	BARGREEN WYOMING 25	\$122.95	
00045658	UNIFIRE POW	\$357.00	
00045397	NUSHOE	\$80.00	
00044811	EXXONMOBIL 47626544	\$46.25	
00045844	OREILLY AUTO 00027466	\$17.09	
00045407	NUSHOE	\$80.00	
00045442	LN CURTIS	\$2,321.74	
00045478	URGENT CARE OF CASPER	\$470.00	
00046218	VZWRLSS BILL PAY VB	\$120.03	
00045479	ATLAS OFFICE PRODUCTS	\$317.56	
00045505	MUNICIP EMERG/LAWMEN	\$8,542.50	
00045515	SUTHERLANDS 2219	\$19.79	
00045516	DICK'S SPORTING GOODS	\$103.92	
00045585	CASPER STAR TRIBUNE	\$130.00	
00045811	THE SUPPLY CACHE ECOM	\$144.00	
00044940	EXXONMOBIL 47626544	\$20.46	
00044987	EXXONMOBIL 47626544	\$29.94	
00045861	EXXONMOBIL 47626544	\$44.85	
00045468	CASPER FIRE EXTINGUISH	\$253.25	
00046039	IN CASPER SAFETY LLC	\$310.00	
00045671	LN CURTIS	\$5,580.00	
00045219	EXXONMOBIL 47626544	\$31.25	
00045677	BLOEDORN LUMBER CASPER	\$28.62	
00044880	EXXONMOBIL 47626544	\$20.85	
00045734	MUNICIP EMERG/LAWMEN	\$2,527.00	
00045042	TEXAS RDHSECHYENNE L	\$32.53	
00045775	SUTHERLANDS 2219	\$19.79	
00045389	DTV DIRECTV SERVICE	\$126.83	
00046225	VZWRLSS BILL PAY VB	\$1,834.93	
00045745	SQ PEAK RESCUE	\$1,803.00	
00046169	OVERHEAD DOOR CO OF CA	\$212.80	
00045630	LANDFALL NAVIGATION	\$1,169.65	
00043899	2 DOORS DOWN	\$15.90	
00043907	MORT'S BAGELS	\$6.25	
00043949	PARKWAY PLAZA	\$9.54	
00045051	PAYPAL AAAI ISMA	\$99.00	
00045576	INFRARED SYSTEMS GROUP	\$45.00	
00045063	PAYPAL AAAI ISMA	\$99.00	
00045776	COMMUNICATION TECHNOLO	\$824.00	
		<b>\$28,017.27</b>	<b>Subtotal for Dept. Fire</b>
00046153	THE JOY FACTORY WEBSTO	\$154.29	
00045755	IN AAKER SIGNS & DESI	\$1,593.50	
00045597	COMMUNICATION TECHNOLO	\$2,500.00	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045909 RHINO LINING OF CASPER	\$1,623.00	
	<b>\$5,870.79</b>	<b>Subtotal for Dept. Fire Equipment</b>
00045674 NAPA-STRG STABILZER	\$43.31	
00045934 VZWRLSS MY VZ VB P	\$22.26	
00045867 STOTZ EQUIPMENT	\$442.80	
00045992 STOTZ EQUIPMENT	\$194.02	
00046123 SQ ATLANTIC ELECTRIC,	\$4,464.36	
00046118 BAILEYS ACE HDWE	\$11.98	
00045963 FORCE AMERICA DISTRIBU - SPOOL	\$780.11	
00046098 JACKS TRUCK AND EQUPMT	\$253.25	
00046097 AGP PROPANE SERVICES	\$7.87	
00045965 IN ENVIRO-CLEAN INTER	\$175.88	
00046068 DAVID P. MEDLOCK SNAPO	\$1,249.01	
00046132 HOSE & RUBBER SUPPLY	\$29.50	
00046064 BRAKE SUPPLY COMPANY I - CORE	(\$200.00)	
00046053 DRIVE TRAIN CASPER	\$89.30	
00045882 STOTZ EQUIPMENT	\$74.07	
00046044 EXPRESS EMPLOYMENT PRO	\$1,157.44	
00046017 GREINER MOTOR COMPANY	\$172.34	
00046014 STOTZ EQUIPMENT	\$287.45	
00045957 SPARTANCHASSIS (APA)	\$1,673.83	
00046096 JACKS TRUCK AND EQUPMT	\$146.49	
00045986 WW GRAINGER-HANDLES	\$72.90	
00045810 NATIONALTOOLWAREHOU	\$305.61	
00045813 REC-VEE SERVICE & SUPP - JACK	\$1,154.60	
00045814 AMERI-TECH EQUIPMENT C - Credi	(\$65.70)	
00045819 STOTZ EQUIPMENT	\$74.80	
00045820 GREINER MOTOR COMPANY	\$111.67	
00045988 STOTZ EQUIPMENT	\$15.72	
00045993 NAPA-HOSE	\$84.50	
00045986 WW GRAINGER - HANDLES	\$72.90	
00046006 WW GRAINGER	\$54.41	
00045983 PRECISION KNIFE & TOOL	\$543.42	
00045978 GREINER MOTOR COMPANY - SOCKET	\$57.77	
00045975 GREINER MOTOR COMPANY	\$92.92	
00046143 EQUIPMENT COMPANY OF T	\$127.47	
00045945 STOTZ EQUIPMENT	\$239.04	
00046139 C AND M AIR COOLED ENG	\$306.79	
00045863 BRAKE SUPPLY COMPANY I - BRAKE	\$684.50	
00045822 STOTZ EQUIPMENT - Credit	(\$47.28)	
00045993 NAPA-CORE	(\$22.02)	
00046172 WAL-MART #3778	\$13.14	
00045993 NAPA-ALTERNATOR	\$152.25	
00045993 NAPA-CORE	(\$18.08)	
00045843 WHITES MOUNTAIN	\$47.31	
00045854 STOTZ EQUIPMENT	\$265.63	
00045856 CASPER TIRE 0000705	\$198.00	
00045900 LARIAT INTERNATIONAL T - CAB M	\$156.58	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045993	NAPA-TAP	\$4.39
00045714	NORTHWEST FUEL SYSTEMS	\$128.95
00045993	NAPA-	(\$17.99)
00045895	CASPER TIRE 0000705	\$130.00
00045908	KELLYS ALIGNMENT AND B	\$53.00
00045910	GREINER MOTOR COMPANY - FRT &	\$69.90
00045914	DRIVE TRAIN CASPER	\$27.68
00045993	NAPA-BRAKES	\$41.99
00045944	SPARTANCHASSIS (APA)	\$117.63
00045858	GOODYEAR COMMERCIAL TI	\$2,288.00
00045993	BEARING BELTCHAIN00244	\$445.17
00045842	DRIVE TRAIN CASPER	\$163.75
00045993	NAPA-RAD FAN	\$99.99
00045993	NAPA-FUEL PUMP	\$55.86
00045993	NAPA-GASKETSET	\$58.42
00045949	GREINER MOTOR COMPANY	\$22.87
00045665	GREINER MOTOR COMPANY	\$64.88
00045993	NAPA-SENSORS	\$221.46
00045993	NAPA-KEY STOCK	\$5.99
00045993	NAPA-KEY STOCK	\$9.54
00045993	NAPA-BATTERY	\$111.86
00045673	SQ ATLANTIC ELECTRIC,	\$217.52
00045683	SQ ATLANTIC ELECTRIC,	\$2,118.00
00045700	EATON SALES & SERVICE	\$339.77
00045704	COMTRONIX	\$78.00
00045705	NORTHWEST FUEL SYSTEMS	\$435.50
00045712	SQ ATLANTIC ELECTRIC,	\$135.00
00045903	BRAKE SUPPLY COMPANY I - VIC P	\$619.91
00045947	DRIVE TRAIN CASPER	\$6.26
00045692	ALPINE MOTOR SPORTS - Credit	(\$42.56)
00045757	AMERI-TECH EQUIPMENT C	\$5.45
00045674	NAPA-TRLR LAMP	\$10.37
00045728	GREINER MOTOR COMPANY	\$39.30
00045674	NAPA-REGULATOR	\$53.79
00045551	STOTZ EQUIPMENT	\$1,882.50
00045719	HONNEN EQUIPMENT 04	\$42.90
00045706	NORCO INC	\$46.97
00045698	POWER EQUIPMENT CO CAS	\$3,805.80
00045674	NAPA-SHOP	\$7.98
00045693	STOTZ EQUIPMENT - ELECTRONIC B	\$37.40
00045239	EXPRESS EMPLOYMENT PRO	\$1,446.80
00045764	HOSE & RUBBER SUPPLY	\$95.42
00045693	STOTZ EQUIPMENT-ELECTRONIC BOO	\$37.40
00045740	GREINER MOTOR COMPANY	\$45.95
00045674	NAPA-CORE CREDIT	(\$81.01)
00045674	NAPA-STOCK	(\$16.33)
00045681	STOTZ EQUIPMENT - Credit	(\$74.80)
00045675	GREINER MOTOR COMPANY	\$92.92

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045674	NAPA-SHOP	\$34.58	
00045674	NAPA-BRAKES FRNT	\$199.40	
00045674	NAPA-BATTERIES	\$485.07	
00045674	NAPA-STOCK	\$35.34	
00045674	BEARING BELTCHAIN00244 - STOCK	\$231.20	
00045674	NAPA-STOCK	\$15.00	
00045674	NAPA-BELT	\$24.75	
00045993	NAPA-ACTUATOR	\$43.99	
00045661	LN CURTIS	\$15.57	
00045599	EXPRESS EMPLOYMENT PRO	\$1,446.80	
00045609	JACKS TRUCK AND EQUIPMT	\$29.92	
00045638	JACKS TRUCK AND EQUIPMT	\$46.88	
00045641	WW GRAINGER	\$20.04	
00045993	NAPA-TIE ROD END	\$122.81	
00045781	HOSE & RUBBER SUPPLY	\$191.76	
00045780	WEAR PARTS INC - BOLTS	\$15.56	
00045648	HOSE & RUBBER SUPPLY	\$160.12	
00045651	CMI-TECO	\$202.02	
00045659	HONNEN EQUIPMENT 04	\$490.66	
00045778	SIX ROBBLEES NO 19	\$662.76	
00045725	STOTZ EQUIPMENT	\$23.20	
00045774	WYOMING MACHINERY CO	\$134.50	
00045765	STOTZ EQUIPMENT	\$128.51	
00045768	GREINER MOTOR COMPANY	\$288.00	
00045669	STOTZ EQUIPMENT	\$74.80	
00045674	NAPA-STOCK	(\$30.54)	
00045674	NAPA-STOCK	\$70.44	
00045674	NAPA-TRANS FILTER	\$60.33	
00045674	NAPA-RAD CAP	\$5.29	
00045663	GOODYEAR COMMERCIAL TI	\$365.98	
		<b>\$36,838.41</b>	<b>Subtotal for Dept. Fleet Maintenance</b>
00045967	IN SLASH BACK CANVAS	\$250.00	
		<b>\$250.00</b>	<b>Subtotal for Dept. Fort Caspar</b>
00045537	BEARING BELTCHAIN00244	\$11.48	
00045439	PIONEER SAND CO HQ	\$1,422.29	
00045783	BEARING BELTCHAIN00244	\$11.96	
00045838	R & R REST STOPS	\$378.00	
00045564	BEARING BELTCHAIN00244 - Credi	(\$1.00)	
00045753	CHARTER COMM	\$134.96	
00045660	BEARING BELTCHAIN00244	\$25.05	
00045800	FACEBOOK	\$228.40	
00045830	VZWRLSS MY VZ VB P	\$80.02	
00045738	PIONEER SAND CO HQ	\$2,817.50	
00045578	CPS DISTRIBUTORS INC C	\$27.98	
00045293	TRI-TECHNICAL SYSTEMS,	\$19.95	
		<b>\$5,156.59</b>	<b>Subtotal for Dept. Golf Course</b>
00045806	AMAZON MKTPLACE PMTS	\$47.94	
00045912	AMAZON MKTPLACE PMTS	\$99.93	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045869	AMAZON MKTPLACE PMTS	\$63.91		
00045788	AMAZON MKTPLACE PMTS	\$29.91		
		<b>\$241.69</b>	<b>Subtotal for Dept.</b>	<b>Health Insurance</b>
00045934	VZWLSS MY VZ VB P	\$22.26		
00045809	ADVANCED HYDRAULIC AND	\$137.97		
00045664	GEAR UP AND GET OUT TH	\$133.22		
00046163	HOMAX OIL SALES INC	\$5,073.33		
00045939	ENERGY LABORATORIES	\$20.00		
00046201	AMBI MAIL AND MARKETIN	\$51.19		
00045521	ORKIN LLC 002	\$101.96		
00046102	THE HOME DEPOT 6001	\$1,244.73		
00045996	DF SUPPLY INC	\$1,224.50		
00045905	AIRGAS CENTRAL	\$78.49		
00045461	GEAR UP AND GET OUT TH	\$303.96		
00045684	WYOMING WORK WAREHOUSE	\$278.96		
		<b>\$8,670.57</b>	<b>Subtotal for Dept.</b>	<b>Hogadon</b>
00046030	MOUNTAIN STATES LITHOG	\$130.10		
00045522	ABSO	\$1,674.17		
00046109	WM SUPERCENTER #1617	\$28.30		
00046172	WAL-MART #3778	\$13.13		
00046042	SAMSCLUB #6425	\$343.68		
00045406	ADOBE CREATIVE CLOUD	\$73.48		
00045696	ATLAS OFFICE PRODUCTS	\$32.12		
00046018	IN PEDENS INC.	\$660.00		
00044062	ADOBE CREATIVE CLOUD	\$73.48		
00046166	USPS 57155809430310940	\$6.80		
		<b>\$3,035.26</b>	<b>Subtotal for Dept.</b>	<b>Human Resources</b>
00046067	DOLLAR TREE	\$23.00		
00046120	SAMSCLUB #6425	\$12.82		
00045937	CASPER RECREATIONAL LE	\$370.00		
00046130	SAMS INTERNET	\$131.48		
00046037	NORCO INC	\$43.74		
00046140	SAMS CLUB #6425	\$22.04		
00045866	SAMS CLUB #6425	\$27.98		
		<b>\$631.06</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
00046222	ATLAS OFFICE PRODUCTS	\$167.34		
		<b>\$167.34</b>	<b>Subtotal for Dept.</b>	<b>Information Services</b>
00045735	ARCADIA PUBLISHING INC	\$560.75		
00045847	LIPCO	\$160.66		
00045633	SQ BONANZA PUBLISHING	\$226.50		
		<b>\$947.91</b>	<b>Subtotal for Dept.</b>	<b>Inventory - Ft. Caspar</b>
00046036	NATIONAL ANIMAL CARE	\$35.00		
00045731	GOOD TIMES DR THRU #16	\$9.05		
00045901	SHELL OIL 57445172604	\$22.50		
00046205	GALLS	\$747.48		
00045736	WENDY'S #311	\$7.19		
00045793	HOUSE OF Q BARBEQUE AN	\$24.33		

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045807	BURGER KING #17340 Q07	\$7.76	
00046125	NORCO INC	\$170.65	
00046055	OFFICEMAX/OFFICEDEPOT6	\$106.27	
00045549	CASPER STAR TRIBUNE	\$489.04	
00045971	FLAGS UNLIMITED	\$130.16	
00046157	COMMUNICATION TECHNOLO	\$1,142.90	
00045655	RED ROBIN NO 68	\$16.38	
00045654	PANDA EXPRESS 1493	\$9.74	
00045960	ATLAS OFFICE PRODUCTS	\$68.40	
00045872	CHICK-FIL-A #02185	\$6.48	
00046071	BARGREEN WYOMING 25	\$19.20	
00045625	BEST WESTERN FIRESTONE	\$499.95	
00045640	WENDY'S #311	\$4.60	
00045680	OUTBACK 0628	\$20.00	
	<b>\$3,537.08</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
00046061	ALBERTSONS	\$0.10	
00046061	ALBERTSONS STO00000604	\$0.94	
00045989	MERBACK AWARDS	\$1.33	
00045989	MERBACK AWARDS COMPANY	\$12.67	
00046038	HOME DEPOT	\$2.42	
00045707	ATLAS OFFICE PRODUCTS	\$5.54	
00045707	ATLAS OFFICE PRODUCTS	\$52.73	
00046038	THE HOME DEPOT 6001	\$22.95	
	<b>\$98.68</b>	<b>Subtotal for Dept.</b>	<b>Metropolitan Planning</b>
00045563	ATLAS OFFICE PRODUCTS	\$61.82	
00046083	REI MATTHEW BENDER &CO	\$288.31	
00046106	ACTION BAIL BONDS	\$475.00	
00045769	WELLNESS SCREENING LLC	\$96.00	
	<b>\$921.13</b>	<b>Subtotal for Dept.</b>	<b>Municipal Court</b>
00045456	CPS DISTRIBUTORS INC C	\$524.16	
00045922	REPNET INC	\$1,434.78	
00046251	CPS DISTRIBUTORS INC C	\$927.82	
00046250	WWW.LOGMEIN.COM	\$149.00	
00045561	BAILEYS ACE HDWE	\$14.48	
00045488	CPS DISTRIBUTORS INC C	\$551.00	
00045471	CPS DISTRIBUTORS INC C	\$145.26	
00045423	CPS DISTRIBUTORS INC C	\$202.61	
00045457	CARA ENTERP	\$150.00	
00045312	CASPER WINNELSON CO	\$4.99	
00046234	CPS DISTRIBUTORS INC C	\$330.00	
00046230	CPS DISTRIBUTORS INC C	\$374.91	
00045427	CMI-TECO	\$25.96	
00045666	DIAMOND VOGEL PAINT #7	\$83.85	
00045373	CASPER CONTRACTORS SUP	\$2.90	
00045324	CPS DISTRIBUTORS INC C	\$26.92	
00045467	CRUM ELECTRIC SUPPLY C	\$65.22	
00045840	R & R REST STOPS	\$10,280.63	
00045466	ARBOR ROCK	\$1,160.48	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045215	WW GRAINGER	\$30.88	
00045759	CRESCENT ELECTRIC 103	\$133.35	
00045306	CPS DISTRIBUTORS INC C	\$18.62	
00045812	WW GRAINGER	\$968.64	
00045362	CPS DISTRIBUTORS INC C	\$4.07	
00045377	USPS 57155804730311021	\$94.00	
00045392	TARGET 00001644	\$166.80	
00045848	CPS DISTRIBUTORS INC C	\$252.36	
00045073	WW GRAINGER	\$43.40	
00045845	CPS DISTRIBUTORS INC C	\$122.76	
00045213	HARBOR FREIGHT TOOLS 3	\$47.99	
00045815	CPS DISTRIBUTORS INC C	\$161.92	
00045623	CPS DISTRIBUTORS INC C	\$66.69	
00045767	CPS DISTRIBUTORS INC C	\$137.89	
00045695	CPS DISTRIBUTORS INC C	\$13.56	
00045697	CPS DISTRIBUTORS INC C	\$192.43	
00045699	JOHNNY APPLESEED, INC.	\$665.96	
00045733	BEACON ATHLETICS	\$799.08	
00045741	GALLES GREENHOUSE AND	\$439.98	
00045754	THE HOME DEPOT 6001	\$259.61	
00045762	ON DECK SPORTS	\$497.80	
00045915	SIGNS N MORE	\$1,102.76	
00046138	BELSON OUTDOORS	\$206.75	
00046181	BAILEYS ACE HDWE	\$5.24	
00046209	CPS DISTRIBUTORS INC C	\$425.25	
00046211	MCMURRY READY MIX	\$5,000.00	
00045253	BAILEYS ACE HDWE	\$40.97	
00046216	CPS DISTRIBUTORS INC C	\$150.37	
00046196	BAILEYS ACE HDWE	\$13.99	
00046105	PIONEER REVERE 8008771	\$2,404.85	
00045688	ATLAS REPRODUCTION	\$175.00	
00045934	VZWRLSS MY VZ VB P	\$145.59	
00045857	BAILEYS ACE HDWE	\$6.49	
00046093	BLOEDORN LUMBER CASPER	\$328.86	
00045726	CASPER FIRE EXTINGUISH	\$1,500.00	
00045718	BAILEYS ACE HDWE	\$45.97	
00045883	WW GRAINGER	\$204.40	
00045904	BLOEDORN LUMBER CASPER	\$69.83	
00045966	SP DENVER 1417	\$2,844.45	
00045685	WM SUPERCENTER #1617	\$36.52	
00046121	IN PEDENS INC.	\$48.00	
00046032	MUSCO SPORTS LIGHTING	\$1,917.54	
00046011	CPS DISTRIBUTORS INC C	\$110.00	
	<b>\$38,355.59</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
00045779	TOWNSQ MEDIA CASPER	\$1,302.00	
00045746	BRECK MEDIA GROUP WY	\$380.00	
	<b>\$1,682.00</b>	<b>Subtotal for Dept.</b>	<b>Perpetual Care</b>
00045310	SQ METRO COFFEE CO	\$28.98	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045393	SQ METRO COFFEE CO	\$16.90	
00045489	THE WONDER BAR	\$33.08	
		<b>\$78.96</b>	<b>Subtotal for Dept. Planning</b>
00045486	PILOT 00004028	\$9.93	
00046062	FIRSTDATA COMMERCIAL S	\$60.36	
00045760	IN POWDER RIVER SHRED	\$105.00	
00046124	MOUNTAIN STATES LITHOG - Credi	(\$86.35)	
00045492	MCDONALD'S F7608	\$5.13	
00045906	VZWRLSS IVR VB	\$4,318.47	
00045039	CULVER'S OF CHEYEN	\$10.27	
00045195	LITTLE AMERICA CHEYE	\$30.33	
00045620	ATLAS OFFICE PRODUCTS	\$604.35	
00045250	CHEYENNE LITTLE AMER	\$18.31	
00045621	COCA COLA BOTTLING CO	\$53.55	
00045634	MOUNTAIN STATES LITHOG	\$87.15	
00045913	IN CI TECHNOLOGIES, I	\$3,570.00	
00045390	PERKINS-LARAMIE	\$12.80	
00045473	PILOT 00004028	\$16.73	
00045907	CASPER STAR TRIBUNE	\$450.76	
00045646	MOUNTAIN STATES LITHOG	\$142.55	
00045926	CASPER STAR TRIBUNE	\$1,262.00	
00045927	VZWRLSS IVR VB	\$991.62	
00045438	PILOT 00004028	\$1.79	
00045951	FEDEX 99637950	\$33.42	
00045994	RMI WYOMING INC	\$73.27	
00045715	SAMSCLUB #6425	\$188.26	
00046100	51097 - 1414 - 1440 TR	\$10.00	
00045628	WENDYS #403	\$8.05	
00046091	PARTY AMERICA CASPER #	\$4.74	
00045797	COCA COLA BOTTLING CO	\$58.80	
00046092	SHELL OIL 57444302400	\$22.00	
00045604	BEST WESTERN PLUS FRON	\$89.00	
00045770	MOUNTAIN STATES LITHOG	\$86.35	
00045606	CPU VENTURE TECH NETWO	\$612.50	
00045587	EXXONMOBIL 47672811	\$6.63	
00045888	NOLAND FEED INC.	\$37.60	
00045739	CHICK-FIL-A #109	\$8.64	
00046080	BURGER KING #3324 Q07	\$9.66	
00045722	BEST WESTERN PLUS FRON	\$195.80	
00045679	PILOT 00004028	\$15.95	
00045929	ULTRA MAX	\$6,540.00	
00045839	MAVERIK #363	\$28.86	
00046073	CHIEF SUPPLY	\$59.59	
00045649	STEAMBOATS STEAK AND S	\$17.82	
00045817	ATLAS OFFICE PRODUCTS	\$340.29	
00045808	MERBACK AWARDS COMPANY	\$114.55	
00045631	IAAI	\$120.00	
00046115	PARTY AMERICA CASPER #	\$4.25	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00044380	CENEX FARMERS 09882689	\$27.93	
00045545	STEAMBOATS STEAK AND S	\$15.70	
00045582	THE RED ZONE SPORTS BA	\$36.82	
00045964	MERBACK AWARDS COMPANY	\$251.80	
00045074	HBP	\$111.88	
00045541	CHICK-FIL-A #03335	\$7.73	
00046113	HOBBY-LOBBY #0233	\$25.98	
00045921	IN EXPRESS PRINTING C	\$1,692.00	
00045579	HOLIDAY INN LARAMIE	\$195.80	
00045991	HARTZ E&F TOWING & REC	\$240.00	
00045924	TLO TRANSUNION	\$227.00	
		<b>\$23,183.42</b>	<b>Subtotal for Dept. Police</b>
00045771	HENSLEY BATTERY&ELECTR	\$298.34	
00046122	CPU VENTURE TECH NETWO	\$15,830.84	
00045796	HENSLEY BATTERY&ELECTR	\$439.80	
		<b>\$16,568.98</b>	<b>Subtotal for Dept. Police Equipment</b>
00043963	JERSEY MIKE'S SUBS 400	\$55.18	
		<b>\$55.18</b>	<b>Subtotal for Dept. Police Grants</b>
00045891	URGENT CARE OF CASPER	\$1,294.00	
00045178	SUPERSHUTTLE ATLANTA	\$25.00	
00045772	CRETEX CONCRETE PRODUC	\$5,655.00	
00045790	LMP DAVERAMSEY LAMPOG	\$2,400.00	
00045277	MAX LAGERS	\$20.18	
00045278	HARD ROCK ATLANTA R	\$19.63	
00045519	UNITED 01626078351531	\$25.00	
00045577	HYATT HOTELS ATLANTA	\$637.92	
00045256	UNITED 01626074876753	\$25.00	
		<b>\$10,101.73</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00046104	ARC SERVICES/TRAINING	\$189.00	
00045729	NORCO INC	\$205.68	
00045955	WWW.SMARTKIDS101.COM	\$159.50	
00045554	CHEAPESTEEES.COM	\$297.87	
00045554	CHEAPESTEEES.COM	\$420.00	
00045979	WAL-MART #1617	\$26.08	
00045799	WAL-MART #1617	\$53.08	
00045866	SAMS CLUB #6425	\$27.98	
00046023	DOLLAR TREE	\$10.00	
00046003	BAILEYS ACE HDWE	\$17.45	
00045727	UNCLE JIMS WORM FAR	\$39.91	
00045445	REVDANCE/TENTH HOUSE - Credit	(\$84.97)	
00046002	ARC SERVICES/TRAINING	\$76.00	
00045894	S&S WORLDWIDE-ONLINE	\$48.41	
00045866	SAMS CLUB #6425	\$27.98	
		<b>\$1,513.97</b>	<b>Subtotal for Dept. Recreation</b>
00045552	QUALITY OFFICE SOLUTIO	\$2.99	
00045794	QUALITY OFFICE SOLUTIO	\$75.95	
00045394	DELTA 0068290726364	\$25.00	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045281 DELTA 0068217279320	\$25.00	
00045982 IN GREAT PLAINS CLEAN	\$174.45	
00045751 AIRGAS CENTRAL	\$332.32	
00045526 QUALITY OFFICE SOLUTIO	\$22.79	
00045928 WYOMING STEEL AND RECY	\$5,943.30	
00045450 SAMSClub #6425	\$30.16	
00045789 WESTERN SLING CO	\$418.00	
00045600 BAILEYS ACE HDWE	\$43.99	
	<b>\$7,093.95</b>	<b>Subtotal for Dept. Refuse Collection</b>
00046051 CRETEX CONCRETE PRODUC	\$12,699.00	
00045555 BAILEYS ACE HDWE	\$32.48	
00045833 WATERWORKS INDUSTRIES	\$316.17	
00045911 CASPER CONTRACTORS SUP	\$203.90	
00045779 TOWNSQ MEDIA CASPER	\$1,300.00	
00045834 NORCO INC	\$21.66	
00045934 VZWRLSS MY VZ VB P	\$22.26	
00045779 TOWNSQ MEDIA CASPER	\$500.00	
00046114 GEOTEC INDUSTRIAL SUPP	\$5,290.00	
00045455 SEARS ROEBUCK 2341	\$59.98	
00045716 CRETEX CONCRETE PRODUC	\$271.70	
00045440 SEARS ROEBUCK 2341 - Credit	(\$129.99)	
00045890 WWW.ISTOCK.COM	\$12.60	
00045476 SEARS ROEBUCK 2341	\$413.60	
00045470 SEARS ROEBUCK 2341	\$383.53	
00045347 IN PIPELOGIX INC	\$1,980.00	
00045865 WWW.ISTOCK.COM	\$12.60	
	<b>\$23,389.49</b>	<b>Subtotal for Dept. Sewer</b>
00045501 BLOEDORN LUMBER CASPER	\$362.18	
00045934 VZWRLSS MY VZ VB P	\$46.51	
00045953 STOTZ EQUIPMENT	\$915.07	
00045509 GEOTEC INDUSTRIAL SUPP	\$288.00	
00045252 CASPER STAR TRIBUNE	\$137.62	
00045540 WYOMING RENTS LLC	\$77.00	
00045252 CASPER STAR TRIBUNE	\$550.50	
00045636 VZWRLSS IVR VB	\$69.70	
00045517 SHERWIN-WILLIAMS 70896	\$10,707.00	
00045350 SQ ATLANTIC ELECTRIC,	\$45.00	
00045601 CASPER CONTRACTORS SUP	\$526.17	
00046170 CASPER CONTRACTORS SUP	\$1,165.00	
00045172 TETON STEEL	\$70.00	
00045959 STOTZ EQUIPMENT	\$1,957.26	
00045919 CASPER CONTRACTORS SUP	\$5,978.70	
00045732 STOTZ EQUIPMENT	\$1,795.44	
00045885 LYLE SIGNS	\$594.00	
00045381 WAGNER'S OUTDOOR OUTFI	\$201.24	
00045987 CPU VENTURE TECH NETWO	\$2,562.28	
00045643 AGP PROPANE SERVICES	\$27.69	
00046212 STOTZ EQUIPMENT - Credit	(\$915.07)	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

	<b>\$27,161.29</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
00045802 HONNEN EQUIPMENT 04	\$56.73		
00045605 FLAGS IMPORTER CORP	\$131.00		
00045870 URGENT CARE OF CASPER	\$58.00		
00045787 FERGUSON ENT #3069	\$64.45		
00045784 FERGUSON ENT #3069	\$47.08		
00045761 EXXONMOBIL 47672811 - Credi	(\$5.02)		
00045752 BOBCAT OF CASPER	\$199.99		
00044420 EXXONMOBIL 47672811	\$5.02		
00045730 BOBCAT OF CASPER	\$173.55		
00045829 SQ GW MECHANICAL,	\$43.00		
00045821 FERGUSON ENT #3069	\$111.13		
00045934 VZWRLSS MY VZ VB P	\$44.52		
00045737 EXXONMOBIL 47672811	\$4.78		
00045607 ATLAS OFFICE PRODUCTS	\$65.71		
00045801 SQ DOUBLE D WELDIN	\$125.00		
00045469 NOLAND FEED INC.	\$8.60		
00045474 MURDOCH'S RANCH & HOME	\$56.33		
00045779 TOWNSQ MEDIA CASPER	\$53.00		
00045330 DEWITT WATER SYS & SER	\$50.00		
00045331 INDUSTRIAL SCREEN & MA	\$1,118.24		
00045571 HOODS EQUIPMENT & SPRI	\$339.99		
00045497 BAILEYS ACE HDWE	\$32.45		
00045343 INDUSTRIAL SCREEN & MA	\$225.00		
00045360 WEAR PARTS INC	\$435.94		
00045744 FEDEX 99637293	\$20.76		
00045590 TFS FISHER SCI ATL	\$59.92		
00045463 CASPER WINAIR SUPPLY C	\$54.02		
00045338 CASPER WINNELSON CO	\$22.33		
00045417 CPU VENTURE TECH NETWO	\$1,999.00		
00045656 USPS 57155804730311021	\$7.78		
00045514 BAILEYS ACE HDWE	\$7.05		
00045415 CPS DISTRIBUTORS INC C	\$7.31		
00045611 WW GRAINGER	\$38.37		
00045575 CASPER STAR TRIBUNE	\$140.76		
00045431 DIAMOND VOGEL PAINT #7	\$13.95		
00045569 BEARING BELTCHAIN00244	\$12.66		
	<b>\$5,828.40</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
00045627 MOUNTAIN STATES LITHOG	\$62.70		
00046090 WATERWORKS INDUSTRIES	\$435.30		
00044851 PROKOTEENGINEERINGSUPP - Credi	(\$64.33)		
00045616 FERGUSON ENT#1701	\$260.00		
00045846 SQ KEYHOLE TECHNOLOGI	\$12.00		
00045881 ENERGY LABORATORIES, I	\$25.00		
00045892 KNIFE RIVER 5701	\$82.00		
00045495 ATLAS OFFICE PRODUCTS	\$23.49		
00045586 UNITED STATES WELDING	\$19.57		
00045593 SUTHERLANDS 2219	\$5.49		

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045851	ENERGY LABORATORIES, I	\$25.00	
00045672	CASPER CONTRACTORS SUP	\$243.40	
00045340	AMERI-TECH EQUIPMENT C	\$2,590.65	
00045376	CASPER CONTRACTORS SUP	\$107.70	
00045862	SQ KEYHOLE TECHNOLOGI	\$1,233.12	
00045404	ENERGY LABORATORIES, I	\$50.00	
00045828	FINISH LINE SYSTEMS LL	\$21,245.95	
00045416	AMERI-TECH EQUIPMENT C	\$2,590.65	
00045653	ENERGY LABORATORIES, I	\$340.00	
00045644	ENERGY LABORATORIES, I	\$25.00	
00045619	ENERGY LABORATORIES, I	\$75.00	
00045441	BAILEYS ACE HDWE	\$4.64	
00045613	ENERGY LABORATORIES, I	\$75.00	
00045596	CASPER STAR TRIBUNE	\$176.28	
00045934	VZWLSS MY VZ VB P	\$70.79	
00045792	USPS 57155809430310940	\$12.46	
00045841	ENERGY LABORATORIES, I	\$25.00	
00045553	BEARING BELTCHAIN00244	\$38.97	
00045544	WM SUPERCENTER #1617	\$15.64	
00045723	SAMS CLUB #6425	\$90.59	
00046160	MARS COMPANY	\$1,019.00	
00045562	MOBILE CONCRETE, INC	\$387.50	
00045831	THE HOME DEPOT 6001	\$23.92	
00046024	PAYPAL SMART EARTH	\$1,428.39	
00045940	UNION WIRELESS	\$130.15	
00045635	ENERGY LABORATORIES, I	\$340.00	
00045647	CASPER STAR TRIBUNE	\$143.46	
00045899	NORCO INC	\$115.46	
00045672	CASPER CONTRACTORS SUP	\$2,560.00	
00045570	TOP OFFICE PRODUCTS IN	\$99.53	
00045647	CASPER STAR TRIBUNE	\$70.66	
00045920	ENERGY LABORATORIES, I - Credi	(\$340.00)	
00045529	THE HOME DEPOT 6001	\$29.90	
00045493	TRACTOR SUPPLY CO #199	\$3.58	
		<b>\$35,908.61</b>	<b>Subtotal for Dept. Water</b>
00045750	MOUNTAIN STATES LITHOG	\$78.85	
00045785	FLEMING SUPPLY	\$31.55	
00045701	ENERGY LABORATORIES	\$84.00	
00045702	TFS FISHER SCI RAR	\$47.78	
00045898	JERSEY MIKE'S SUBS 400	\$125.90	
00045792	USPS 57155809430310940	\$58.05	
00045824	IN LARSON DATA COMMUN	\$233.30	
00045639	ENERGY LABORATORIES	\$225.00	
00045610	ENERGY LABORATORIES	\$42.00	
00045853	JERSEY MIKE'S SUBS 400	\$119.90	
00045896	JERSEY MIKE'S SUBS 400 - Credi	(\$125.90)	
00045934	VZWLSS MY VZ VB P	\$22.26	
00045632	ENERGY LABORATORIES	\$225.00	

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## P-CARD VENDORS

00045614 UPS 0000008F045W246	\$217.29	
	<b>\$1,384.98</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00045322 BAILEYS ACE HDWE	\$36.97	
00045333 STOTZ EQUIPMENT	\$55.88	
00046131 RESPOND FIRST AID OF W	\$345.12	
00046245 TRACTOR SUPPLY CO #199	\$14.02	
00045835 WARNE CHEMICAL AND EQU	\$224.70	
00045525 DIVERSIFIED	\$368.00	
00045678 THE HOME DEPOT 6001	\$10.63	
00045400 ALPINE MOTOR SPORTS	\$46.51	
00045662 VZWRLSS IVR VB	\$160.06	
00046155 THE HOME DEPOT 6001	\$29.97	
00045652 HOSE & RUBBER SUPPLY	\$10.79	
00045336 BAILEYS ACE HDWE	\$6.98	
00045366 WAL-MART #1617	\$35.28	
00045420 WARNE CHEMICAL AND EQU	\$34.41	
00046103 BAILEYS ACE HDWE	\$9.99	
00045428 MURDOCH'S RANCH & HOME	\$42.99	
00045502 THE HOME DEPOT 6001	\$10.63	
00045595 HOSE & RUBBER SUPPLY	\$9.93	
00045215 WW GRAINGER	\$178.20	
	<b>\$1,631.06</b>	<b>Subtotal for Dept. Weed And Pest</b>
	<b>\$474,415.14</b>	<b>Subtotal for Vendor</b>

## PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS

2016.20 REPAIR DAMAGED LANDFILL LINER	\$4,545.20	
	<b>\$4,545.20</b>	<b>Subtotal for Dept. Balefill</b>
	<b>\$4,545.20</b>	<b>Subtotal for Vendor</b>

## PEPSI COLA OF CASPER

153047 PRODUCT	\$713.00	
	<b>\$713.00</b>	<b>Subtotal for Dept. Casper Events Center</b>
111043 PRODUCT	\$149.00	
111041 CREDIT MEMO	(\$21.00)	
	<b>\$128.00</b>	<b>Subtotal for Dept. Ice Arena</b>
	<b>\$841.00</b>	<b>Subtotal for Vendor</b>

## PFLIEGER, HANNAH

0026707318 UTILITY REFUND	\$5.33	
	<b>\$5.33</b>	<b>Subtotal for Dept. Water</b>
	<b>\$5.33</b>	<b>Subtotal for Vendor</b>

## PIECE-A-CAKE

2205 RETIREMENT	\$75.00	
	<b>\$75.00</b>	<b>Subtotal for Dept. Fire</b>
	<b>\$75.00</b>	<b>Subtotal for Vendor</b>

## PILLAR STRUCTURAL ENGINEERING

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## PILLAR STRUCTURAL ENGINEERING

3367 WASHINGTON PARK BAND SHELTER

\$702.50

**\$702.50** Subtotal for Dept. One Cent #15

**\$702.50** Subtotal for Vendor

## PLATTE RIVER TRAILS TRUST

RIN0026780 2015 OVERHEAD EXPENSES

\$49,999.64

**\$49,999.64** Subtotal for Dept. Council

**\$49,999.64** Subtotal for Vendor

## POSTAL PROS, INC.

35843 WEB POSTING

\$2,905.42

2594 BILLING FEES

\$3,200.75

2643 BILLING FEES

\$2,775.85

**\$8,882.02** Subtotal for Dept. Finance

**\$8,882.02** Subtotal for Vendor

## PRINTWORKS

11017 BUILDING PERMITS

\$197.41

11016 ENVELOPES

\$267.50

11027 ORANGE STICKERS

\$333.75

11018 APPLICATIONS

\$91.83

**\$890.49** Subtotal for Dept. Code Enforcement

**\$890.49** Subtotal for Vendor

## PRO FLOORING, LLC

5208 LANSING CARPET

\$281.00

**\$281.00** Subtotal for Dept. Buildings & Grounds

**\$281.00** Subtotal for Vendor

## PUBLIC SAFETY COMMUNICATIONS CENTER

734/141035 MONTHLY FEES

\$1,301.39

**\$1,301.39** Subtotal for Dept. Metro Animal

1276/141036 MONTHLY FEES

\$530.66

**\$530.66** Subtotal for Dept. Water

**\$1,832.05** Subtotal for Vendor

## RAILROAD MGMT CO III, LLC

331754 30-IN SEWERLINE CROSSING

\$176.86

**\$176.86** Subtotal for Dept. Sewer

331934 48-IN SEWERLINE CROSSING

\$1,115.16

**\$1,115.16** Subtotal for Dept. Waste Water

**\$1,292.02** Subtotal for Vendor

## RAMSHORN CONSTRUCTION, INC.

RIN0026786 COUNTRY CLUB RD (SE WY BLVD) P

\$73,741.84

**\$73,741.84** Subtotal for Dept. Streets

RIN0026786 COUNTRY CLUB RD (SE WY BLVD) P

\$156,897.16

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## RAMSHORN CONSTRUCTION, INC.

**\$156,897.16** Subtotal for Dept. Water  
**\$230,639.00** Subtotal for Vendor

## RECYCLED MATERIALS, LLC.

0928 HOGADON LODGE DEMOLITION

\$13,635.00  
**\$13,635.00** Subtotal for Dept. Hogadon  
**\$13,635.00** Subtotal for Vendor

## RESOURCE STAFFING

5876 TEMPORARY SERVICE  
5872 TEMPORARY SERVICE

\$311.25  
\$2,104.35  
**\$2,415.60** Subtotal for Dept. Casper Events Center  
**\$2,415.60** Subtotal for Vendor

## ROCKWELL, KYLE

0026707319 UTILITY REFUND

\$53.57  
**\$53.57** Subtotal for Dept. Water  
**\$53.57** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00016806271601 ELECTRICITY

RIN0026744 ELECTRICITY  
RIN0026744 ELECTRICITY

\$136.42  
**\$136.42** Subtotal for Dept. Buildings & Structures  
\$9,370.03  
\$52,327.20  
**\$61,697.23** Subtotal for Dept. Water Treatment Plant  
**\$61,833.65** Subtotal for Vendor

## SARAH TSCHETTER

1015 TESTING  
1014 TESTING  
1013 TESTING

\$300.00  
\$300.00  
\$300.00  
**\$900.00** Subtotal for Dept. Police  
**\$900.00** Subtotal for Vendor

## SETH WHEELER

RIN0026740 TUITION REIMBURSEMENT

\$693.75  
**\$693.75** Subtotal for Dept. Police  
**\$693.75** Subtotal for Vendor

## SOURCE GAS DIST. LLC

207408049789 NATURAL GAS  
201804225830 NATURAL GAS

207408049793 NATURAL GAS

201448362694 NATURAL GAS

\$288.75  
\$4,005.30  
**\$4,294.05** Subtotal for Dept. Aquatics  
\$715.77  
**\$715.77** Subtotal for Dept. Balefill  
\$78.39  
**\$78.39** Subtotal for Dept. Buildings & Structures

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## SOURCE GAS DIST. LLC

201092566193 NATURAL GAS	\$1,485.74	
	<b>\$1,485.74</b> Subtotal for Dept.	Casper Events Center
207408049739 NATURAL GAS	\$76.45	
	<b>\$76.45</b> Subtotal for Dept.	Cemetery
207408049743 NATURAL GAS	\$650.43	
201626314934 NATURAL GAS	\$22.67	
201359384341 NATURAL GAS	\$63.64	
201270440468 NATURAL GAS	\$120.08	
	<b>\$856.82</b> Subtotal for Dept.	City Hall
207408049797 NATURAL GAS	\$87.27	
201715274538 NATURAL GAS	\$105.49	
	<b>\$192.76</b> Subtotal for Dept.	Fire
201181494033 NATURAL GAS	\$1,130.83	
	<b>\$1,130.83</b> Subtotal for Dept.	Fleet Maintenance
201626317771 NATURAL GAS	\$223.02	
	<b>\$223.02</b> Subtotal for Dept.	Fort Caspar
201181489550 NATURAL GAS	\$179.33	
	<b>\$179.33</b> Subtotal for Dept.	Golf Course
201804225831 NATURAL GAS	\$516.81	
	<b>\$516.81</b> Subtotal for Dept.	Ice Arena
201003944145 NATURAL GAS	\$393.83	
	<b>\$393.83</b> Subtotal for Dept.	Metro Animal
201270440509 NATURAL GAS	\$658.39	
	<b>\$658.39</b> Subtotal for Dept.	Recreation
201092566531 NATURAL GAS	\$19.37	
	<b>\$19.37</b> Subtotal for Dept.	Sewer
207408049792 NATURAL GAS	\$3,217.82	
	<b>\$3,217.82</b> Subtotal for Dept.	Waste Water
207408049791 NATURAL GAS	\$75.00	
207408049768 NATURAL GAS	\$290.12	
	<b>\$365.12</b> Subtotal for Dept.	Water
201092566410 NATURAL GAS	\$3,049.99	
	<b>\$3,049.99</b> Subtotal for Dept.	Water Treatment Plant
	<b>\$17,454.49</b> Subtotal for Vendor	

## SPELLMAN TECHNOLOGIES, INC.

32937A MAINTENANCE AGREEMENT

	\$4,103.55	
	<b>\$4,103.55</b> Subtotal for Dept.	Police Grants
	<b>\$4,103.55</b> Subtotal for Vendor	

## STAR LINE FEEDS

239598 PET FOOD

	\$426.50	
	<b>\$426.50</b> Subtotal for Dept.	Metro Animal
	<b>\$426.50</b> Subtotal for Vendor	

## STEALTH PARTNER GROUP

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## STEALTH PARTNER GROUP

RIN0026781 MEDICAL STOP LOSS

\$58,937.28  
**\$58,937.28** Subtotal for Dept. Health Insurance  
**\$58,937.28** Subtotal for Vendor

## STEVE SCHULZ

RIN0026670 TUITION REIMBURSEMENT

\$820.43  
**\$820.43** Subtotal for Dept. Police  
**\$820.43** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

606100085 PRODUCT  
606170129 PRODUCT  
606170129 PRODUCT  
606100085 PRODUCT  
606161021 PRODUCT

\$286.68  
\$199.57  
\$1,942.65  
\$508.07  
\$345.90  
**\$3,282.87** Subtotal for Dept. Casper Events Center  
**\$3,282.87** Subtotal for Vendor

## TANGEN, CATHERIN

0026758982 UTILITY REFUND

\$19.48  
**\$19.48** Subtotal for Dept. Water  
**\$19.48** Subtotal for Vendor

## TRETO CONST.

RIN0026766 RETAINAGE  
RIN0026766 2015 WATERLINE REPLACEMENTS

(\$960.00)  
\$184,331.66  
**\$183,371.66** Subtotal for Dept. Water  
**\$183,371.66** Subtotal for Vendor

## TRETO CONSTRUCTION, LLC

RIN0026767 RETAINAGE

\$960.00  
**\$960.00** Subtotal for Dept. Water  
**\$960.00** Subtotal for Vendor

## TYE HERRON

RIN0026792 TRAVEL REIMBURSEMENT

\$100.00  
**\$100.00** Subtotal for Dept. Fire  
**\$100.00** Subtotal for Vendor

## URGENT CARE OF CASPER LLC.

56675 MEDICAL TESTING  
53978 MEDICAL TESTING  
54030 MEDICAL TESTING  
54723 MEDICAL TESTING

\$360.00  
\$32.00  
\$32.00  
\$32.00  
**\$456.00** Subtotal for Dept. Police  
**\$456.00** Subtotal for Vendor

## VIRCKS, GREGORY

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## VIRCKS, GREGORY

0026758988 UTILITY REFUND

\$56.57

**\$56.57** Subtotal for Dept. Water

**\$56.57** Subtotal for Vendor

## VOLTSTAR PRODUCTIONS

1 AUDIO EQUIPMENT UPGRADE  
RIN0026772 NEUTRIK NE8MC-1 CONECTORS

\$14,961.32

\$105.00

**\$15,066.32** Subtotal for Dept. Casper Events Center

**\$15,066.32** Subtotal for Vendor

## WALTRIP, BRANDON

0026707315 UTILITY REFUND

\$38.34

**\$38.34** Subtotal for Dept. Water

**\$38.34** Subtotal for Vendor

## WASTE WATER TREATMENT

1337/141043 SUMP CLEANING

\$600.00

**\$600.00** Subtotal for Dept. Balefill

1276/141318 201 SEWER

\$250,548.75

**\$250,548.75** Subtotal for Dept. Sewer

**\$251,148.75** Subtotal for Vendor

## WEST PLAINS ENGINEERING, INC.

BC15031-1007 CHILLER REPLACEMENT 1

\$300.00

**\$300.00** Subtotal for Dept. Casper Events Center

**\$300.00** Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

130130037 MIDWEST AVE RECONSTRUCTION  
160580003 K STREET IMPROVEMENTS

\$24,436.15

\$22,499.37

**\$46,935.52** Subtotal for Dept. Streets

**\$46,935.52** Subtotal for Vendor

## WHITE BOX TECHNOLOGIES

1645 JUSTWARE SPILLMAN INTEGRATION

\$2,081.00

**\$2,081.00** Subtotal for Dept. Police Equipment

**\$2,081.00** Subtotal for Vendor

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

71702 LEGAL COUNSEL

\$1,403.80

**\$1,403.80** Subtotal for Dept. Balefill

**\$1,403.80** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2016-10667 SURVEYOR  
2016-10643 SURVEYOR

\$1,950.00

\$1,087.50

**\$3,037.50** Subtotal for Dept. Engineering

# Bills and Claims

City of Casper

22-Jun-16 to 05-Jul-16

## WLC ENGINEERING - SURVEYING - PLANNING

2016-10696 WASHINGTON PARK BLEACHERS	\$11,131.75		
	<b>\$11,131.75</b>	Subtotal for Dept.	Parks
2016-10646 MATERIAL TESTING	\$3,460.89		
2016-10616 COUNTRY CLUB ROAD IMPROVEMENTS	\$7,378.46		
2016-10615 HIGHLAND PARK - DESIGN	\$722.50		
	<b>\$11,561.85</b>	Subtotal for Dept.	Streets
2016-10616 COUNTRY CLUB ROAD IMPROVEMENTS	\$11,901.54		
2016-10646 MATERIAL TESTING	\$11,920.86		
	<b>\$23,822.40</b>	Subtotal for Dept.	Water
	<b>\$49,553.50</b>	Subtotal for Vendor	

## WY. CONFERENCE OF BLDG. OFFICIALS

RIN0026777 ASSOCIATION DUES	\$100.00		
	<b>\$100.00</b>	Subtotal for Dept.	Code Enforcement
	<b>\$100.00</b>	Subtotal for Vendor	

## WY. DEPT. OF TRANSPORTATION

0000082184 CONSTRUCTION SERVICES	\$2,708.64		
	<b>\$2,708.64</b>	Subtotal for Dept.	Parks
0000082170 BRYAN STOCK TRAIL	\$430.81		
	<b>\$430.81</b>	Subtotal for Dept.	Streets
	<b>\$3,139.45</b>	Subtotal for Vendor	

## WY. MACHINERY CO.

S1596901 FRONT END LOADER CAT 938M	\$134,174.00		
S15969011 ACCESSORIES	\$3,547.00		
	<b>\$137,721.00</b>	Subtotal for Dept.	Streets
	<b>\$137,721.00</b>	Subtotal for Vendor	

## WYOMING POWER WASH, INC.

21565 PARADISE VALLEY TANK PAINTING	\$54,900.00		
21565 RETAINAGE	(\$2,745.00)		
	<b>\$52,155.00</b>	Subtotal for Dept.	Water
	<b>\$52,155.00</b>	Subtotal for Vendor	

## YORK, DYLAN

0026758986 UTILITY REFUND	\$28.30		
	<b>\$28.30</b>	Subtotal for Dept.	Water
	<b>\$28.30</b>	Subtotal for Vendor	

**Grand Total \$5,239,443.19**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 07/05/16

**Payroll Disbursements**

6/30/16	Fire Payroll	\$ 208,236.75
6/30/16	BENEFITS & DEDUCTIONS	\$ 28,898.76
6/30/16	CITY PAYROLL	\$ 1,256,815.73
6/30/16	BENEFITS & DEDUCTIONS	\$ 208,955.86

	<b>Total Payroll</b>	<u><u>\$ 1,702,907.10</u></u>
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**Additional Fees**

	<b>Total Fees</b>	<u><u>\$ -</u></u>
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**Additional AP**

	<b>Total Additional AP</b>	<u><u>\$ -</u></u>
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June 29, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Establish July 19, 2016, as the public hearing date for consideration of a Council-initiated zone change.

Recommendation:

That Council, by minute action, establish July 19, 2016, as the public hearing date for consideration of a 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).

Summary:

In accordance with Section 17.12.160 of the Casper Municipal Code, City Council can initiate zone changes. The City Council created the Old Yellowstone District and South Poplar Street Corridor (OYDSPC) form-based code as a new zoning classification in June of 2008, based on the West Central and South Poplar Street Corridor Plan which was adopted by Council in September of 2007. Simultaneously, in 2008, the Council rezoned approximately 130-acres to the OYDSPC form-based code, including approximately 30-acres consisting of the area generally east and west of South Poplar Street, south from West Collins Drive to CY Avenue.

It has been approximately eight (8) years since the rezoning of the area, and an issue has become apparent. The form-based-code was designed to create a downtown character, which some believe is not well suited or achievable for the heavy residential component of the South Poplar Street Corridor portion of the redevelopment area. In many ways, the form-based code is poorly tailored to the type of revitalization that is likely in the South Poplar Street Corridor, which is primarily single-family residential as you move east of South Poplar Street. The question about the future of the South Poplar Street Corridor was raised at the Old Yellowstone District Advisory Committee meeting on June 20, 2016, and the Committee unanimously supported a recommendation that the City Council initiate a zone change of the portion of the South Poplar Street Corridor located generally along South Cedar Street, from West Collins Drive to CY Avenue and remove it from the OYDSPC form-based code regulations and return it to traditional zoning which is better suited for the existing uses in the area. There would be no adverse effect to the West Central and South Poplar Street Corridor Plan.

The City Council discussed the potential zone change at its public work session on June 28, 2016.

June 6, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
David W. Hill, P.E., Asst. Public Services Director - Utilities  
Bruce Martin, Asst. Public Utilities Manager  
Randy Ogden, WWTP Pretreatment Supervisor

SUBJECT: Industrial Pretreatment Program Revisions to Casper Municipal Code

Recommendation:

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

Summary:

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

EPA is now requiring additional modifications to the industrial pretreatment language in the Casper Municipal Code including revisions to the local limits. Local limits for Casper are metal pollutants that can be accepted at the wastewater treatment plant for treatment in accordance with guidance established by federal law (Chapter 13.32 of the Casper Municipal Code.) The local limits are now concentration based limits instead of mass loading based limits. The local limits were last updated in 1999. These revisions will help industrial users in their efforts to comply with industrial pretreatment requirements and will ensure that the City's Industrial Pretreatment Program remains in compliance with EPA requirements.

The Casper City Council, at its November 17, 2015 meeting, approved the ordinances on first reading.

Following the first reading on November 17, 2015 and after further review by both City staff and the EPA, slight revisions were made to Chapter 13.20. These minor language changes further align our sewer ordinance with 40 CFR 403.8 and the City's Industrial Pretreatment Program Enforcement Response Plan. The changes have been reviewed by the Casper City Attorney's Office.

EPA notified the public of the ordinance changes and issued an approval letter dated May 26, 2016 (copy attached).

The Ordinances are attached for Council's consideration.



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**REGION 8**

1595 Wynkoop Street  
Denver, CO 80202-1129  
Phone 800-227-8917  
<http://www.epa.gov/region08>

**MAY 26 2016**

Ref: 8P-W-WW

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Bruce Martin  
Plant Manager  
City of Casper  
200 North David Street  
Casper, WY 82601

Re: Program Modification Approval, National Pollutant Discharge Elimination System (NPDES)  
Number: WY-0021920

Dear Mr. Martin:

The Environmental Protection Agency public noticed your request for a substantial modification of the City of Casper's Pretreatment program on April 9, 2016, as required by 40 CFR Section 403.18. Our records indicate that no significant comments were received and that the modifications, as public noticed, have remained unchanged. Therefore, pursuant to 40 CFR Section 403.18(c), the modifications public noticed by the EPA are approved. The revised pretreatment program shall be an enforceable condition of your NPDES permit as of the date of this approval letter (*see 40 CFR Section 122.63(g)*). The City of Casper should evaluate and update its permits to ensure they adequately implement the local limits, as required in 40 CFR 403.8(f)(2).

If you have any questions, please contact Al Garcia, EPA Region 8 Pretreatment Coordinator, at (303) 312-6382 or [garcia.al@epa.gov](mailto:garcia.al@epa.gov).

Sincerely,

Gwenette C. Campbell  
Acting Chief, Wastewater Unit  
Water Program  
Office of Partnerships and Regulatory Assistance

cc: Leah Coleman, Permitting Manager, Wyoming Department of Environmental Quality  
Randy Ogden, Pretreatment Coordinator, City of Casper

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(4L));
2. Technical review criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by this section (40 CFR 403.3(4L)) multiplied by the applicable TRC (TRC=1.4 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(4L)) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the city determines has caused, alone or in combination with other discharges, interference or pass-through, including endangering POTW personnel or the public;
4. Any discharge of a pollutant that has caused imminent endangerment to the public, human wealth, welfare or to the environment, or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;
5. ~~A delay in meeting~~ 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 ~~(failure to begin or complete construction, or attain final compliance)~~ by ninety days. or more;
6. Failure to ~~submit~~ PROVIDE, ~~any required report~~ 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. ~~Publication of violators pursuant to 40 CFR Part 403.8(F)(1)(VIII).~~ THE SUPERINTENDENT SHALL PUBLISH ANNUALLY, IN A NEWSPAPER OF GENERAL CIRCULATION THAT PROVIDES MEANINGFUL PUBLIC NOTICE WITHIN THE JURISDICTIONS SERVED BY THE POTW, A LIST OF THE USERS WHICH, ANY TIME DURING THE PREVIOUS TWELVE (12) MONTHS, WERE IN SIGNIFICANT NONCOMPLIANCE WITH APPLICABLE PRETREATMENT STANDARDS AND REQUIREMENTS. THE TERM SIGNIFICANT NONCOMPLIANCE SHALL BE APPLICABLE TO ALL SIGNIFICANT INDUSTRIAL USERS OR ANY OTHER INDUSTRIAL USER THAT VIOLATES 13.20.010 (LLL) SECTIONS 1 THROUGH 8 OF THIS ORDINANCE.

Section 4:

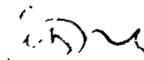
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 17<sup>th</sup> day of November 2015.

PASSED on second reading this \_\_\_ day of \_\_\_\_\_, 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

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	Maximum Allowable Industrial Loading (lbs./day)	LOCAL LIMITS (MG/L)
Arsenic	43.142	5.984
Cadmium	2.01	1.20
Chromium Total	272.207	98.20
Chromium (VI)	24.397	
Copper	17.908	98.98
Lead	21.979	39.41
Molybdenum	1.575	8.77
Nickel	9.232	41.75
Selenium	3.403	7.97
Silver	26.681	45.66
Zinc	52.276	99.61
Pollutant	Maximum Industrial Effluent Discharge	
Mercury	0.007 mg/l	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. The above maximum allowable industrial loadings in pounds per day will be distributed using criteria established in Casper's report on the development of local limits under the pretreatment program, June, 1994, and EPA Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program, December, 1987 (as they now exist or as they are hereafter revised).~~
- C D. Best Available Technology (BAT) shall be used for pretreatment of any discharges to the POTW from the cleanup activities of soil, aquifer, or groundwater table associated with leaking underground storage tanks of spills of any petroleum products. The BAT shall be capable of reducing the benzene concentration to less than 0.05 mg/l and the "total" benzene, ethyl benzene, toluene and xylene (betx) to less than 0.750 mg/l. This is in accordance with guidance established in EPA's Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks, June 1989.
- D E. The city may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of Section 13.32.040. SUCH BMPS SHALL BE CONSIDERED LOCAL LIMITS AND PRETREATMENT STANDARDS FOR THE PURPOSES OF THIS PART AND SECTION 307 (D) OF THE ACT. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludges or waste disposal, or drainage from raw materials storage.
- E F. The city reserves the right to establish, by ordinance or in individual wastewater discharge permits or in general permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this chapter.

Section 2:

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

- 3. PETROLEUM OIL, NONBIODEGRADABLE CUTTING OIL, OR PRODUCTS OF MINERAL OIL ORIGIN, IN AMOUNTS THAT WILL CAUSE INTERFERENCE OR PASS THROUGH; ~~Petroleum based oil in sufficient enough amounts that cause pass through or interference to the system,~~ and in no cases, exceeding one hundred (100) mg/l;
- 11. Any pollutants, including oxygen-demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration THAT ~~which a user knows or has reason to know~~ will cause interference to the POTW. In no case shall a slug load have a

flow rate or contain concentration or quantities of pollutants that exceed limits set by the city;

Section 3:

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

PASSED on first reading this 17<sup>th</sup> day of November, 2015.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

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:

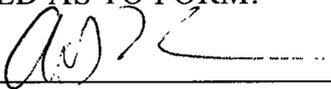
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 17<sup>th</sup> day of November, 2015.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

PASSED, APPROVED AND ADOPTED on third and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

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 17<sup>th</sup> day of November 2015.

PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

PASSED, APPROVED AND ADOPTED on third and final reading 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 22, 2016

MEMO TO: V. H. McDonald, City Manager

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

SUBJECT: Petition for Change of Use, Change of Diversion, and Change in Means of Conveyance for a BP Products North America, Inc. Water Right

Recommendation:

That Council, by resolution, authorize the Mayor to sign and the City Clerk to attest, a Petition to the State Board of Control for a Change of Use, Change of Diversion, and Change in Means of Conveyance for a BP Products North American, Inc. Water Right.

Summary:

The City of Casper, Natrona County, and Amoco Oil Company (now BP) on September 29, 1998 signed a Reuse Agreement regarding the use and redevelopment of the Amoco Refinery property (now Platte River Commons) and the Amoco Tank Farm property (now Salt Creek Heights.)

The 1998 Reuse Agreement between Casper, Natrona County, and Amoco (now BP) also required Amoco to eventually transfer its water rights jointly to the City of Casper and Natrona County. BP still has two water rights (Permit No. 14891 and Permit No. 14892), each in the amount of 6.44 c.f.s. with a priority date of October 12, 1917.

For the past twenty-three years, BP has used about 50% of Permit No. 14891 with the other 50% being used by the City of Casper and the Towns of Evansville and Mills through temporary water use agreements. Over the last twenty-three years, Permit No. 14892 has only been exercised by the City of Casper using temporary water use agreements with BP.

BP North America Products (subsequent owner to Amoco) is uncertain how much water they need to retain for their internal remediation activities, golf course irrigation, and other purposes. They are anticipating that either through their own analysis or through regulatory requirements, they may in the future use a water injection system to recover the subsurface contaminants at a faster rate into their recovery wells.

Because BP is uncertain how much internal water they need for their own purposes, this petition is only for Permit No. 14892 for a permanent transfer of the water right to the City of Casper and Natrona County. The transfer, once approved by the State Board of Control, would give Casper and Natrona County water rights in a 50/50 split.

Permit No. 14891 will continue to be used by BP for their internal purposes and by the City of Casper using temporary water use agreements until such time in the future that BP ascertains for certain the amount of water they need on a permanent basis.

In 1998 when the Reuse Agreement was consummated, these water rights were the best alternative available for a long-term water supply for the Central Wyoming Regional Water System in times of North Platte River regulation by the State Engineers Office. Subsequent to the 1998 Reuse Agreement, the 2007 City of Casper purchase of Upper Rock Creek Reservoir (water rights pre-1904) and the 2012 Pathfinder Modification Project Readiness-to-Service contracts (priority date 1904) are now better long-term water supply options. However, the permanent transfer of this BP water right provides additional “certainty” for water rights held by Casper, Natrona County, and others on behalf of the Central Wyoming Regional Water System to accommodate future growth.

BP Water Rights Permit No. 14892 has only been exercised by Casper over the past twenty-three years. Because the Water Treatment Plant is unable to fully exercise this surface water right during the winter months, the existing yearly volume allowance will be considerably reduced by the State Board of Control.

At its regular December 15, 2015 meeting the Central Wyoming Joint Powers Board approved a consent resolution supporting this petition. Natrona County, in January 2016, adopted a resolution to sign the petition. Before the matter came before the Casper City Council in January 2016, BP asked the petition to be pulled as they had concerns with the petition language. Those concerns have been addressed by their internal and external legal Counsel and the petition is now ready to be considered by the Casper City Council.

A Resolution is enclosed for Council’s consideration.

PETITION FOR CHANGE OF USE FROM )  
INDUSTRIAL, POLLUTION CONTROL, REMEDIATION, )  
RESERVOIR SUPPLY, STOCK AND DOMESTIC TO )  
MUNICIPAL USE AND CHANGE OF POINT OF )  
DIVERSION AND MEANS OF CONVEYANCE )  
OF THE AMOCO OIL COMPANY )  
APPROPRIATION UNDER PERMIT NO. 14892, )  
DIVERTING FROM THE NORTH PLATTE RIVER )  
THROUGH THE AMOCO PIPELINE NO. 2 WITH )  
PRIORITY OF OCTOBER 12, 1917, TO BE CHANGED TO )  
CENTRAL WYOMING REGIONAL WATER SYSTEM )  
WATER INTAKE AT CASPER WATER TREATMENT )  
PLANT NO. 1 WITH ALTERNATE POINTS OF )  
DIVERSION AT RECHARGE PIPELINE NO. 1 AND )  
RECHARGE PIPELINE NO. 2 )

BEFORE THE  
STATE BOARD OF CONTROL  
CHEYENNE, WYOMING

O.R. 41, P. 477; C.R 79, P. 200; PROOF NO. 17309

STATE OF WYOMING )  
)ss  
COUNTY OF LARAMIE )

COMES NOW, BP Products North America Inc. as owner of former Amoco Properties addressed within the Reuse Agreement (September 29, 1998, amended March 9, 2005), with an address of 150 W. Warrenton Road, Naperville, Illinois 60563 acting through Lisa A Smith, Vice President; the City of Casper acting through the Mayor of the City of Casper, Mr. Daniel Sandoval, as authorized by resolution of Casper City Council, dated \_\_\_\_\_, at 200 North David, Casper, Wyoming 82601; and the Board of County Commissioners of Natrona County, acting through the Chairman of the County Commissioners, Mr. Forrest Chadwick, as authorized by resolution dated January 5, 2015, at 200 North Center, Casper, Wyoming, 82601; whom all being duly sworn on oath according to law does hereby make the following statements of fact:

1. THAT BP Products North America Inc. (BPPNA) is sole owner of the appropriation for which a change of use and change of point of diversion and means of conveyance is sought.
2. THAT the appropriation for which a change of use and a change in point of diversion and means of conveyance is sought is the following:

The Amoco Pipeline No. 2, Permit No. 14892, adjudicated under Proof No. 17309, in the amount of 6.44 c.f.s., diverted from North Platte River through the Amoco Pipeline No. 2, with priority of October 12, 1917, and of record in Order Record 41, page 477, Certificate of Record 79, page 200, describing the beneficial uses and points of uses as follows:

Reservoir supply for Soda Lake Reservoir, Permit No. 6279 Res., at a rate of 6.44 c.f.s. (12.88 c.f.s. when combined with Permit No. 14891) not to exceed 8,815.0 acre-feet in any one year.

Stock, domestic, industrial, pollution control, and remediation purposes at the following described points of use:

Township 33 North, Range 79 West

- Section 7: SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>  
NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>  
SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>
- Section 8: SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>  
SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>  
SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>  
SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>  
NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>  
NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>  
SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>  
SE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>  
NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>  
NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>  
SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>

3. THAT water under this appropriation has previously been and is presently being applied to beneficial use in accordance with water usage summarized in a consumptive use report and your petitioner desires to change the use of same from industrial, pollution control, remediation, reservoir supply, domestic, and stock to the higher preference use of municipal purposes to be used within the service area of the Central Wyoming Regional Water System (CWRWS). The service area of CWRWS is illustrated in the petition map. The City of Casper and Natrona County have agreed to make available adjudicated water rights to the CWRWS for municipal purposes for the benefit of members of CWRWS as provided by Agreement dated October 11, 1995.

4. THAT your petitioner also requests a change in part for the point of diversion and means of conveyance of Amoco Oil Company Appropriation, Permit No. 14892 from the Amoco Pipeline No. 2 with diversion located South 38° 21' East, 2388.0 feet from the Northwest corner of Section 8, Township 33 North, Range 79 West, and situated in SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of said Section 8, to the following location:

a. Casper Water Treatment Plant No. 1, Permit No. 23390 with point of diversion located as South 16° 28' west, a distance of 1130.81 feet from the North quarter corner Section 18, Township 33 North, Range 79 West and is situated in the NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of said Section 18;

With two alternate points of diversion at the following locations:

b. Recharge Pipeline No. 1, Permit No. 22355, with point of diversion located as South 50° 40' east, a distance of 1456.9 feet from the Northwest corner Section 18, Township 33 North, Range 79 West and is situated in the NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of said Section 18; and,

c. Recharge Pipeline No. 2, Permit No. 22356, with point of diversion located as North 63° 34' west, a distance of 471 feet from the Northwest corner Section 18, Township 33 North, Range 79 West and is situated in the SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of Section 12, Township 33 North, Range 79 West.

And with twenty-seven alternate points of diversion at the following groundwater wells during periods of water rights administration:

- d. City of Casper No. 5 Well, Well Registration No. U.W. 595:  
Record point of withdrawal described as North 40° 32' 31" West, 8184.44 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SE¼SE¼ of Section 12, Township 33 North, Range 80 West.
- e. City of Casper No. 6 Well, Well Registration No. U.W. 596:  
Record point of withdrawal described as North 42° 58' 23" West, 7959.13 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SE SEof Section 12, Township 33 North, Range 80 West.
- f. City of Casper No. 7 Well, Well Registration No. U.W. 597:  
Record point of withdrawal described as North 45° 36' 46" West, 8097.73 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SE¼SE¼ of Section 12, Township 33 North, Range 80 West.
- g. City of Casper No. 8 Well, Well Registration No. U.W. 598:  
Record point of withdrawal described as North 43° 5' 55" West, 8354.64 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SE¼SE¼ of Section 12, Township 33 North, Range 80 West.
- h. City of Casper No. 9 Well, Well Registration No. U.W. 599:  
Record point of withdrawal described as North 45° 35' 29" West, 8495.83 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SE¼SE¼ of Section 12, Township 33 North, Range 80 West.
- i. City of Casper No. 10 Well, Well Registration No. U.W. 600:  
Record point of withdrawal described as North 43° 45' 8" West, 8786.30 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NE¼SE¼ of Section 12, Township 33 North, Range 80 West.
- j. City of Casper No. 11 Well, Permit No. U.W. 49:  
Record point of withdrawal described as North 43° 53' West, 9155.49 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NE¼SE¼ of Section 12, Township 33 North, Range 80 West.
- k. City of Casper No. 12 Well, Permit No. U.W. 50:  
Record point of withdrawal described as North 39° 6' West, 9336.90 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NE¼SE¼ of Section 12, Township 33 North, Range 80 West.
- l. City of Casper No. 14 Well, Well Registration No. U.W. 601:  
Record point of withdrawal described as North 31° 43' 49" West, 8047.35 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NW¼SW¼ of Section 7, Township 33 North, Range 79 West.
- m. City of Casper No. 15 Well, Well Registration No. U.W. 602:

Record point of withdrawal described as North 36° 29' West, 8037.21 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SW¼SW¼ of Section 7, Township 33 North; Range 79 West.

n. City of Casper No. 4 Well, Well Registration No. U.W. 594:

Record point of withdrawal described as North 47° 21' West, 4691.73 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SE¼NW¼ of Section 18.

o. Ranney No. 1 Well, Permit No. U.W. 46:

Record point of withdrawal described as North 44° 4' West, 6164.90 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NW¼NW¼ of Section 18.

p. Ranney No. 2 Well, Permit No. U.W. 47:

Record point of withdrawal described as North 44° 51' West, 6515.27 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NW¼NW¼ of Section 18.

q. Ranney No. 3 Well, Permit No. U.W. 48:

Record point of withdrawal described as North 45° 37' West, 6839.52 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NW¼NW¼ of Section 18.

r. Morad No. 16 Well, Permit No. U.W. 103736:

Record point of withdrawal described as North 64° 13' 34" West, 4331.53 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NE¼SW¼ of Section 18.

s. Morad No. 17 Well, Permit No. U.W. 103737:

Record point of withdrawal described as North 59° 08' 53" West, 4700.34 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NE¼SW¼ of Section 18.

t. Morad No. 1 Well, Permit No. U.W. 1797:

Record point of withdrawal described as North 60° 31' 47" West, 5023.72 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NW¼SW¼ of Section 18.

u. Morad No. 2 Well, Permit No. U.W. 1798:

Record point of withdrawal described as North 56° 27' 5" West, 4970.71 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SW¼NW¼ of Section 18.

v. Morad No. 9 Well, Permit No. U.W. 103729:

Record point of withdrawal described as North 52° 29' 24" West, 5032.75 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SW¼NW¼ of Section 18.

w. Morad No. 10 Well, Permit No. U.W. 103730:  
Record point of withdrawal described as North 47° 55' 17" West, 5238.67 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SE¼NW¼ of Section 18.

x. Morad No. 3 Well, Permit No. U.W. 1799:  
Record point of withdrawal described as North 43° 11' 37" West, 5323.73 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NE¼SW¼ of Section 18.

y. City of Casper No. 16 Well, Permit No. U.W. 1152:  
Record point of withdrawal described as North 44° 44' 13" West, 5951.18 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NW¼NW¼ of Section 18.

z. Morad No. 13 Well, Permit No. U.W. 103733:  
Record point of withdrawal described as North 48° 10' 24" West, 6255.15 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the NW¼NW¼ of Section 18.

aa. City of Casper No. 17 Well, Permit No. U.W. 1153:  
Record point of withdrawal described as North 39° 13' 33" West, 7902.74 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SW¼SW¼ of Section 7, Township 33 North, Range 79 West.

bb. City of Casper No. 18 Well, Permit No. U.W. 1154:  
Record point of withdrawal described as North 41° 24' 34" West, 7784.01 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SW¼SW¼ of Section 7, Township 33 North, Range 79 West.

cc. Wardwell No. 1 Well, Permit Nos. U.W. 13699 and U.W. 102039:  
Record point of withdrawal described as North 45° 3' 3" West, 7554.84 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SE¼SE¼ of Section 12, Township 33 North, Range 80 West.

dd. City of Casper No. 22 Well, Permit No. U.W. 103722:  
Record point of withdrawal described as North 39° 48' 55" West, 7614.42 feet distant from the southeast quarter corner of Section 18, Township 33 North, Range 79 West, and situated in the SW¼SW¼ of Section 7, Township 33 North, Range 79 West.

5. THAT there are three (3) record intervening points of diversion between the point of diversion of the Amoco Pipeline No. 2 and the points of diversion of Casper Water Treatment Plant No. 1, Recharge Pipeline No. 1 and Recharge Pipeline No. 2 and the groundwater wells. For the adjudicated water rights, consents from the owners of these intervening facilities will be sought by the Petitioners. These intervening points of diversion are for the following facilities:

a. Douglas Canal (as changed to the County of Natrona, Town of Mills, Wardwell Water and Sewer Impact Joint Powers Board Water Treatment Plant), Permit No 6101,

- b. Mills – Wardwell Water and Sewer District Municipal Intake, Permit No. 30386,  
and
- c. Holmes Ditch, Permit No. 14060.

6. THAT, on September 29, 1998 BPPNA's predecessor in interest, Amoco Oil Company, entered into a Reuse Agreement with the Board of County Commissioners of Natrona County and the City of Casper ("Reuse Agreement"). The Reuse Agreement was amended March 9, 2005. The Reuse Agreement describes the anticipated conveyance of right, title, and interest of Amoco's Surface Water Rights to the City and the County jointly, subject to Amoco's retained water rights. The City of Casper and the Natrona County Commissioners each agree to acquire a one-half share of the Amoco Oil Company Appropriation at the proposed primary and alternate points of diversion.

In 1993, the Amoco Oil Company petitioned the State Board of Control (BOC) to amend three certificates of appropriation and, following the granting of the petition, voluntarily abandon two appropriations. The purpose of the 1993 petition was to clarify the use of the appropriations as reflected by recent historical practices and to request a change of point of diversion to a new pump station. The WBOC approved the 1993 petition. The Amoco Pipeline No. 1, Permit No. 14891 appropriation and the subject appropriation of this petition were amended by the 1993 petition. Upon BOC's approval of the petition, Amoco voluntarily abandoned two Midwest Refining Company appropriations, Permit Nos. 15607 and 15608, totaling 14.66 c.f.s. since the water rights had not been active. The Amoco Refinery had discontinued operations in 1991. The two 1919 priority water right permits that were voluntarily abandoned were for domestic and power (oil refining) purposes.

The primary reasons for this change of use, change in point of diversion and conveyance is due to BPPNA's reduced water use needs for onsite reuse and remediation activities and to address the City of Casper's need to acquire a senior water right to meet municipal water needs. The priority date of the subject appropriation is senior to most water right administration calls by the federal reservoirs located in the North Platte River drainage. For many years and during periods of North Platte water rights administration, the City of Casper has entered into temporary water use agreements (TWUAs) with BP to lease the Amoco Pipeline No. 2, Permit No. 14892 appropriation for the preferred water uses consisting of municipal water diversions at the CWRWS treatment plant.

Therefore, your petitioner requests that 6.41 c.f.s of the Amoco Oil Company Appropriation be changed from industrial, pollution control, remediation, reservoir supply, stock, and domestic to the preferred use for municipal purposes and that the 0.03 c.f.s. will not be diverted and will remain in the system to address the estimated 0.5 percent tributary contribution of Garden Creek and Casper Creek that is not available at the upstream points of diversion.

7. THAT the granting of this petition will not injure any other appropriators from the same source of supply.

8. THAT a properly prepared map completed by Mr. Jim Jones with Civil Engineering Professionals, Inc. (CEPI) showing the actual situation on the ground accompanies this petition.

9. THAT recording fees in the amount of \$50.00 accompanies this petition.  
It is the prayer of the petitioners:

a. THAT the type of use of the water, herein described be changed from reservoir supply, stock, domestic, industrial, pollution control, and remediation to the preferred use for municipal purposes within the service area of CWRWS.

b. THAT the change in points of diversion and means of conveyance for the Amoco Oil Company Appropriation under Permit No. 14892 be allowed in accordance with paragraph 4;

c. THAT a proper Order of the State Board of Control be entered recording same and that an amended certificate be issued to the City of Casper and to Natrona County.

Respectfully submitted,

CITY OF CASPER, WYOMING

\_\_\_\_\_  
Daniel Sandoval, Mayor

State of Wyoming     )  
                                  )SS  
County of Natrona    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

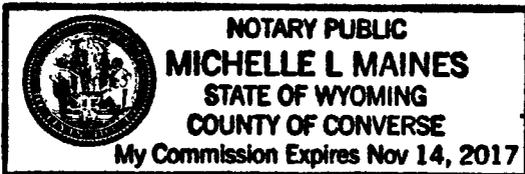
BOARD OF NATRONA COUNTY  
COMMISSIONERS

*Forrest Chadwick*  
Forrest Chadwick, Chairman

State of Wyoming     )  
                                  )SS  
County of Natrona    )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2016.

Witness my hand and official seal.



*Michelle L. Maines*  
Notary Public

My Commission expires: Nov 14, 2017

BP PRODUCTS NORTH AMERICA INC.

\_\_\_\_\_  
Lisa A. Smith  
Vice President of BP Products North America Inc.

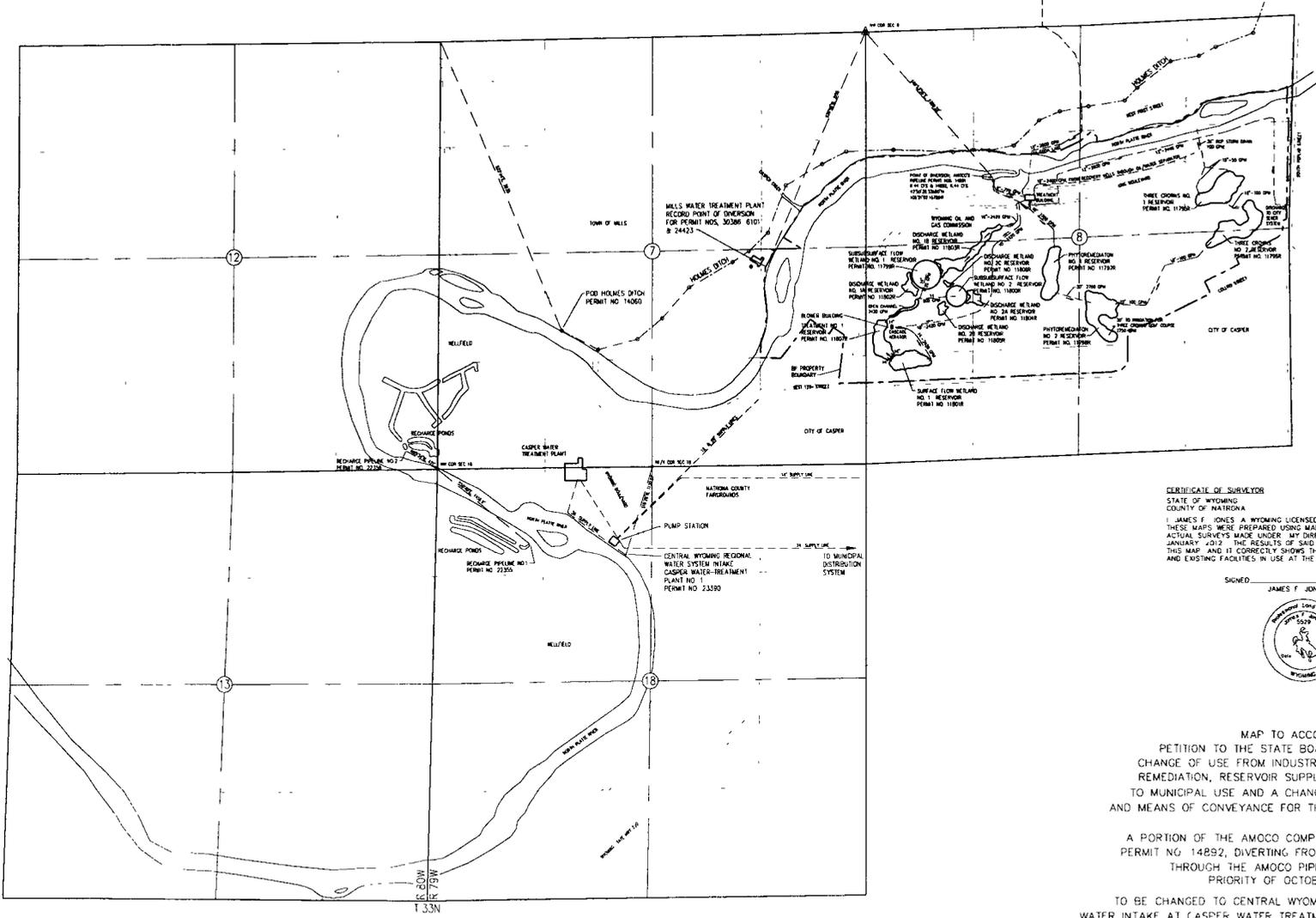
State of \_\_\_\_\_ )  
                                          )SS  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**CERTIFICATE OF SURVEYOR**  
 STATE OF WYOMING  
 COUNTY OF NATRONA  
 I, JAMES F. JONES, A WYOMING LICENSED LAND SURVEYOR, HEREBY CERTIFY THAT THESE MAPS WERE PREPARED USING RECORDS AND FROM NOTES FROM ACTUAL SURVEYS MADE UNDER MY DIRECT SUPERVISION PERFORMED DURING JANUARY 2012. THE RESULTS OF SAID SURVEY ARE ACCURATELY REPRESENTED ON THIS MAP AND IT CORRECTLY SHOWS THE LOCATION OF THE POINTS OF DIVERSION AND EXISTING FACILITIES IN USE AT THE TIME OF THE SURVEY.

SIGNED: JAMES F. JONES LS 5529



MAP TO ACCOMPANY  
 PETITION TO THE STATE BOARD OF CONTROL FOR  
 CHANGE OF USE FROM INDUSTRIAL, POLLUTION CONTROL,  
 REMEDIATION, RESERVOIR SUPPLY, STOCK AND DOMESTIC  
 TO MUNICIPAL USE AND A CHANGE OF POINT OF DIVERSION  
 AND MEANS OF CONVEYANCE FOR THE FOLLOWING APPROPRIATION

A PORTION OF THE AMOCO COMPANY APPROPRIATION UNDER  
 PERMIT NG 14892, DIVERTING FROM THE NORTH PLATTE RIVER  
 THROUGH THE AMOCO PIPELINE NG 2 WITH A  
 PRIORITY OF OCTOBER 12 1917  
 TO BE CHANGED TO CENTRAL WYOMING REGIONAL WATER SYSTEM  
 WATER INTAKE AT CASPER WATER TREATMENT PLANT NO. 1 WITH ALTERNATE  
 POINTS OF DIVERSION AT RECHARGE PIPELINE NO. 1 AND RECHARGE PIPELINE NO. 2

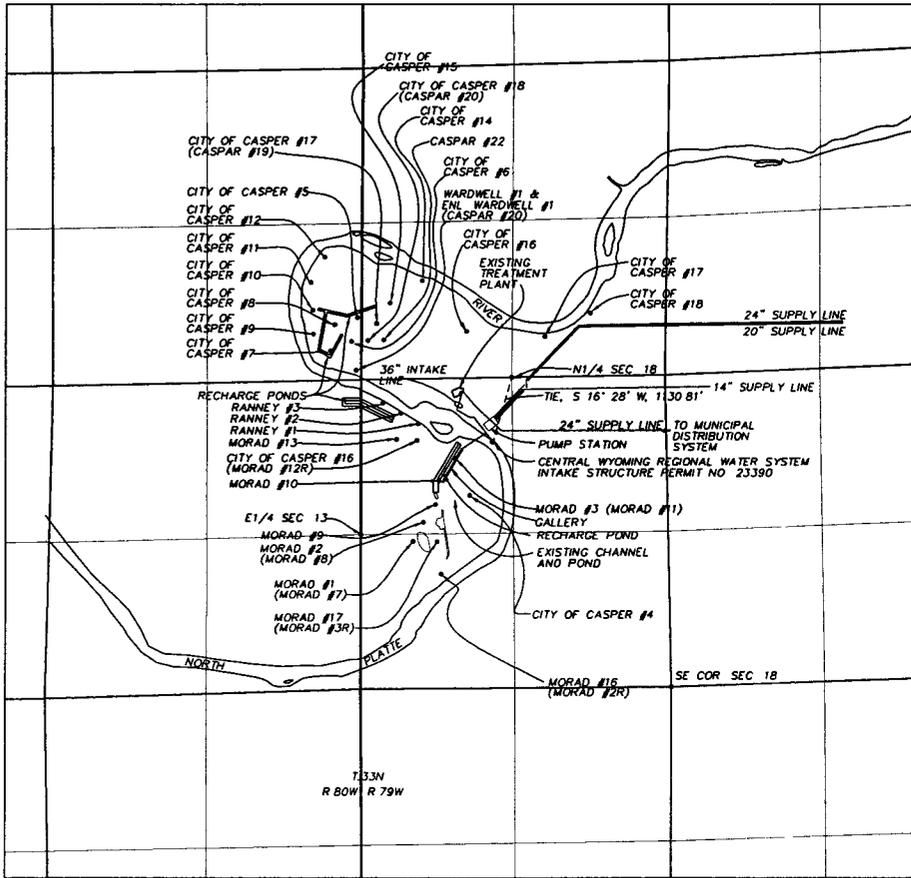
NATRONA COUNTY BOARD  
 OF COUNTY COMMISSIONERS  
 200 NORTH CENTER STREET  
 CASPER, WYOMING, 82601

PETITIONERS  
 BP AMERICA, INC  
 P O BOX 160  
 CASPER, WYOMING, 82602

CITY OF CASPER, WYOMING  
 200 NORTH DAVID STREET  
 CASPER WYOMING, 82601

SHEET 1 OF 5





WELL NAME	PERMIT	TIES TO LOCATIONS OF WELLS FROM SE COR SECTION 18	
		BEARING	DISTANCE
CITY OF CASPER #5	WR NO U W 595	N40°32'31"W	8184.44
CITY OF CASPER #6	WR NO U W 596	N42°58'23"W	7959.13
CITY OF CASPER #7	WR NO U W 597	N45°36'46"W	8097.73
CITY OF CASPER #8	WR NO U W 598	N43°05'55"W	8354.64
CITY OF CASPER #9	WR NO U W 599	N45°35'29"W	8495.83
CITY OF CASPER #10	WR NO U W 560	N43°45'08"W	8786.30
CITY OF CASPER #11	U W 49	N43°53'W	9155.49
CITY OF CASPER #12	U W 50	N39°06'W	9336.90
CITY OF CASPER #14	WR NO U W 601	N31°43'49"W	8047.35
CITY OF CASPER #15	WR NO U W 602	N36°29'W	8037.21
CITY OF CASPER #4	WR NO U W 594	N47°21'W	4691.73
CITY OF CASPER #1	SC NO U W 615	N49°41'W	4355.39
CITY OF CASPER #2	SC NO U W 616	N54°57'W	4004.02
RANNEY #1	U W 46	N44°04'W	6164.90
RANNEY #2	U W 47	N44°51'W	6515.27
RANNEY #3	U W 48	N45°37'W	6839.52
MORAD #1	U W 1797	N60°31'47"W	5023.72
MORAD #16	U W 103736	N64°13'34"W	4331.53
MORAD #17	U W 103737	N59°08'53"W	4700.34
MORAD #2	U W 1798	N56°27'05"W	4970.71
MORAD #9	U W 103729	N52°29'24"W	5032.75
MORAD #10	U W 103730	N47°55'17"W	5238.67
MORAD #3	U W 1799	N43°11'37"W	5323.73
CITY OF CASPER #16	U W 1152	N44°44'13"W	5951.18
MORAD #13	U W 103733	N48°10'24"W	6255.15
CITY OF CASPER #17	U W 1153	N39°13'33"W	7902.74
CITY OF CASPER #18	U W 1154	N41°24'34"W	7784.01
WARDWELL #1 AND ENL WARDWELL #1	U W 13699 & U W 102039	N45°03'03"W	7554.84
CASPAR #22	U W 103722	N39°48'55"W	7614.42

MAP TO ACCOMPANY  
 PETITION TO THE STATE BOARD OF CONTROL FOR  
 CHANGE OF USE FROM INDUSTRIAL, POLLUTION CONTROL,  
 REMEDIATION, RESERVOIR SUPPLY, STOCK AND DOMESTIC  
 TO MUNICIPAL USE AND A CHANGE OF POINT OF DIVERSION  
 AND MEANS OF CONVEYANCE FOR THE FOLLOWING APPROPRIATION

A PORTION OF THE AMOCO COMPANY APPROPRIATION UNDER  
 PERMIT NO 14892, DIVERTING FROM THE NORTH PLATTE RIVER  
 THROUGH THE AMOCO PIPELINE NO 2 WITH A  
 PRIORITY OF OCTOBER 12, 1917,

TO BE CHANGED TO CENTRAL WYOMING REGIONAL WATER SYSTEM  
 WATER INTAKE AT CASPER WATER TREATMENT PLANT NO 1 WITH ALTERNATE  
 POINTS OF DIVERSION AT RECHARGE PIPELINE NO 1 AND RECHARGE PIPELINE NO 2

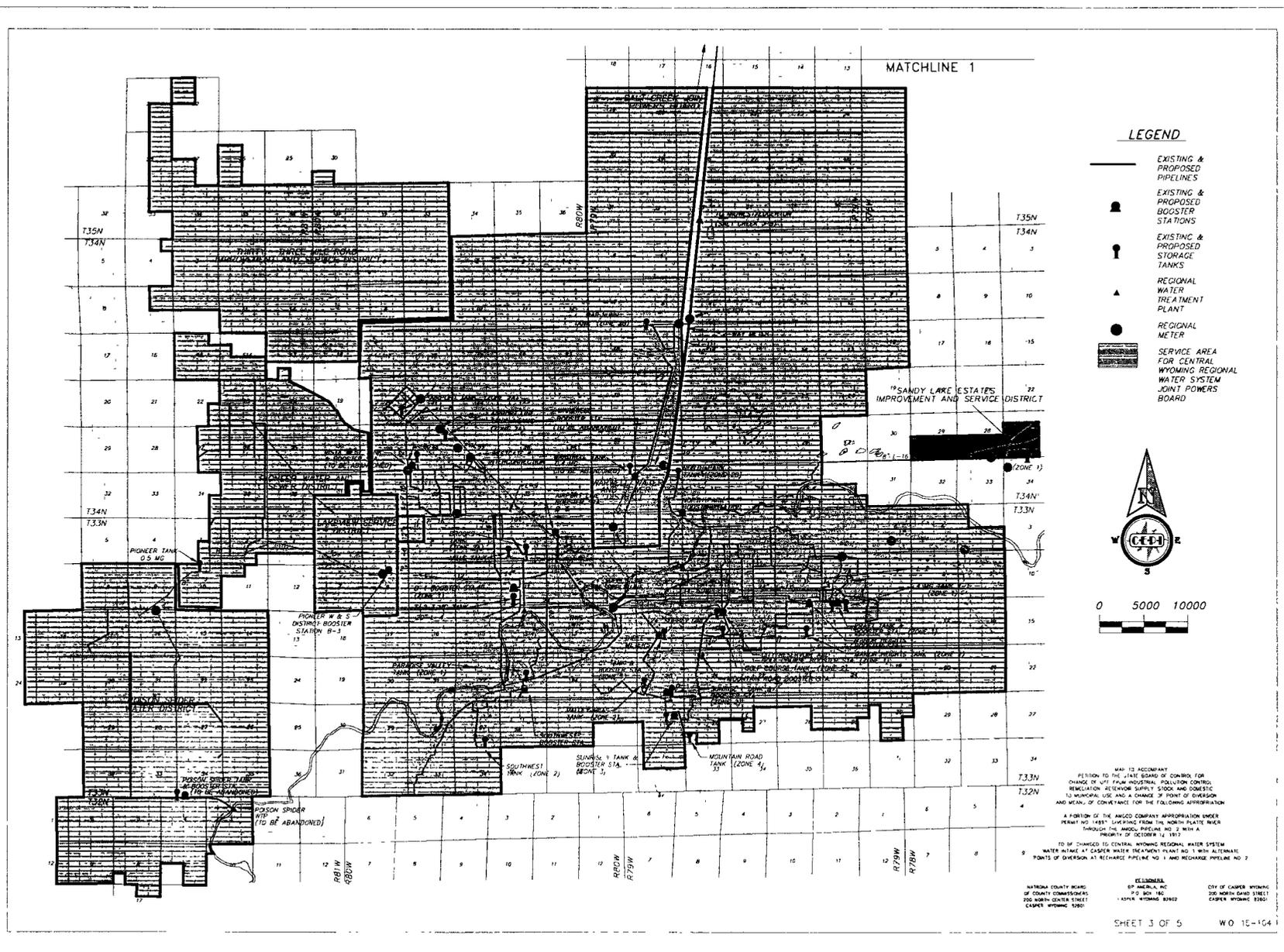
- NOTES.
1. WELL NAMES IN PARENTHESIS INDICATE THE NAME THE WELL WAS DRILLED UNDER
  2. THE ALTERNATE POINTS OF DIVERSION AT THE GROUNDWATER WELLS SHOWN ABOVE IS ONLY APPLICABLE TO PERIODS OF NORTH PLATTE WATER RIGHTS ADMINISTRATION



NATRONA COUNTY BOARD  
 OF COUNTY COMMISSIONERS  
 200 NORTH CENTER STREET  
 CASPER, WYOMING, 82601

PETITIONERS.  
 BP AMERICA, INC  
 P O BOX 160  
 CASPER, WYOMING 82602

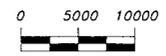
CITY OF CASPER, WYOMING  
 200 NORTH DAVID STREET  
 CASPER, WYOMING 82601



MATCHLINE 1

**LEGEND**

- EXISTING & PROPOSED PIPELINES
- EXISTING & PROPOSED BOOSTER STATIONS
- EXISTING & PROPOSED STORAGE TANKS
- ▲ REGIONAL WATER TREATMENT PLANT
- REGIONAL METER
- ▨ SERVICE AREA FOR CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD



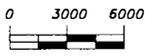
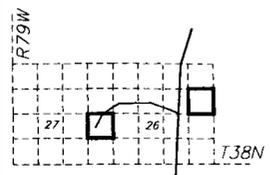
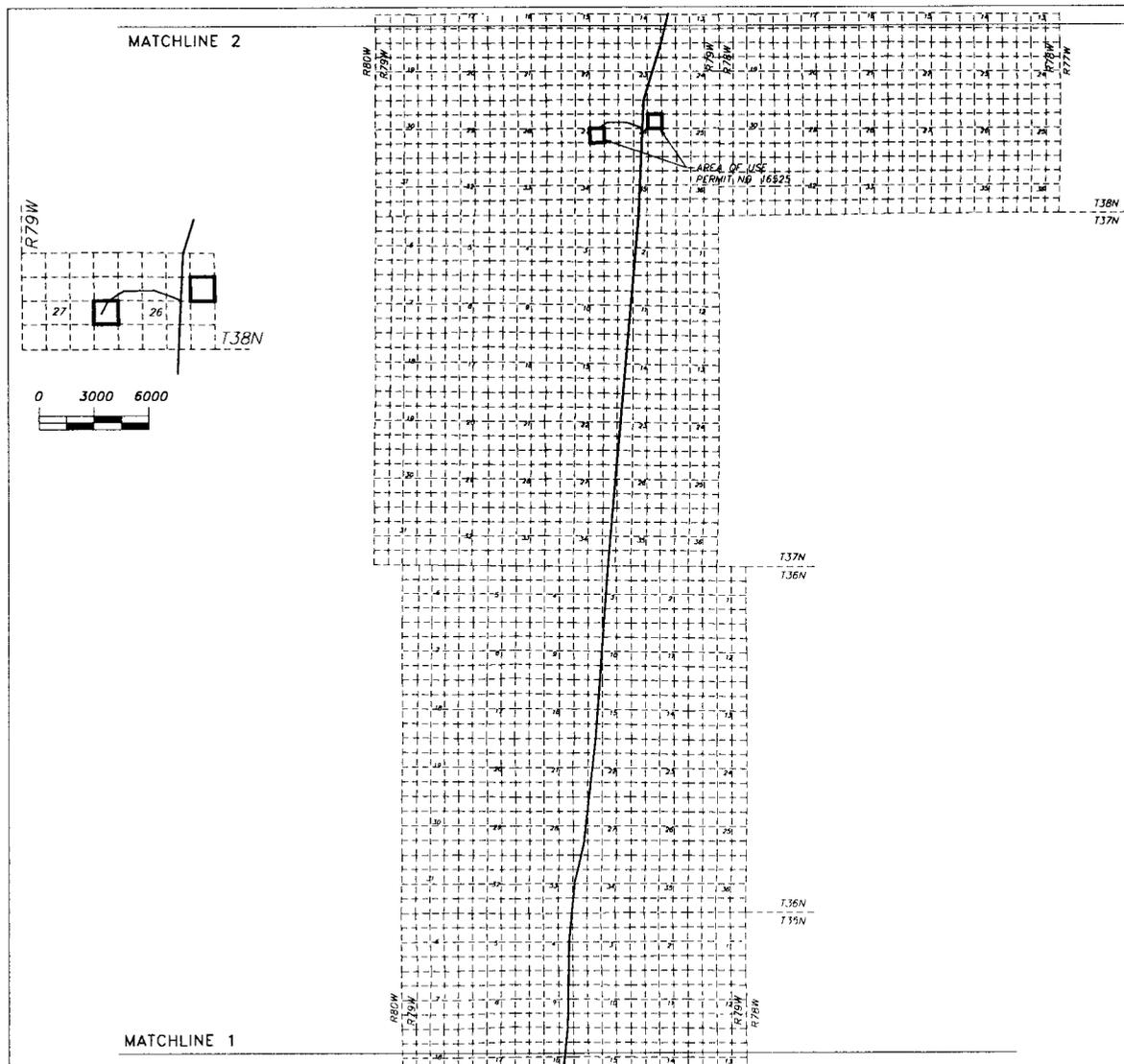
MAN TO ACCOMPLISH PERMIT TO THE STATE BOARD OF CONTROL FOR CHANGE OF USE FROM INDUSTRIAL, POLLUTION CONTROL, RECREATION, RESERVE SUPPLY, STOCK AND DOMESTIC TO MUNICIPAL USE AND A CHANGE IN POINT OF DIVERSION AND MOUNTAIN OF CONVEYANCE FOR THE FOLLOWING APPROPRIATION:

A PORTION OF THE AMCO COMPANY APPROPRIATION UNDER PERMIT NO. 14871 EXISTING FROM THE NORTH PLATTE RIVER THROUGH THE ABOVE PIPELINE NO. 2 WITH A PRIORITY OF OCTOBER 14, 1917.

TO BE CHANGED TO CENTRAL WYOMING REGIONAL WATER SYSTEM WATER INTAKE AT CASPER WATER TREATMENT PLANT NO. 1 WITH ALTERNATE POINTS OF DIVERSION AT RECHARGE PIPELINE NO. 1 AND RECHARGE PIPELINE NO. 2.

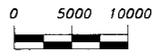
WELDONAL  
OF AMERICA, INC.  
P.O. BOX 140  
1401 NORTH CENTER STREET  
CASPER, WYOMING 82401

CITY OF CASPER WYOMING  
200 NORTH GARD STREET  
CASPER, WYOMING 82401



**LEGEND**

- EXISTING & PROPOSED PIPELINES
- EXISTING & PROPOSED BOOSTER STATIONS
- EXISTING & PROPOSED STORAGE TANKS
- ▲ REGIONAL WATER TREATMENT PLANT
- REGIONAL METER
- SERVICE AREA



MAP TO ACCOMPANY  
 PETITION TO THE STATE BOARD OF CONTROL FOR  
 CHANGE OF USE FROM INDUSTRIAL POLLUTION CONTROL  
 REGENERATION RESECTOR SUPPLY STOCK AND DOMESTIC  
 TO MUNICIPAL USE AND A CHANGE OF POINT OF DIVERSION  
 AND MEANS OF LOW-PRESSURE FOR THE FOLLOWING APPROPRIATION

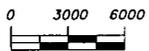
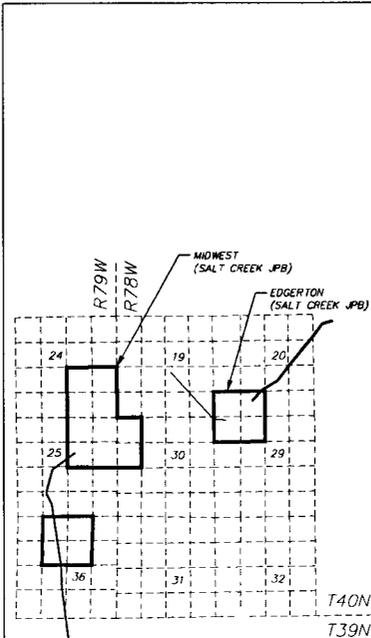
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 THROUGH THE INDOCO PIPELINE NO. 2 WITH A  
 PRIORITY OF OCTOBER 12 1987

TO BE CHANGED TO CENTRAL WYOMING REGIONAL WATER SYSTEM  
 WATER INTAKE AT CASPER WATER TREATMENT PLANT NO. 1 WITH ALTERNATE  
 POINTS OF DIVERSION AT RECHARGE PIPELINE NO. 1 AND RECHARGE PIPELINE NO. 2

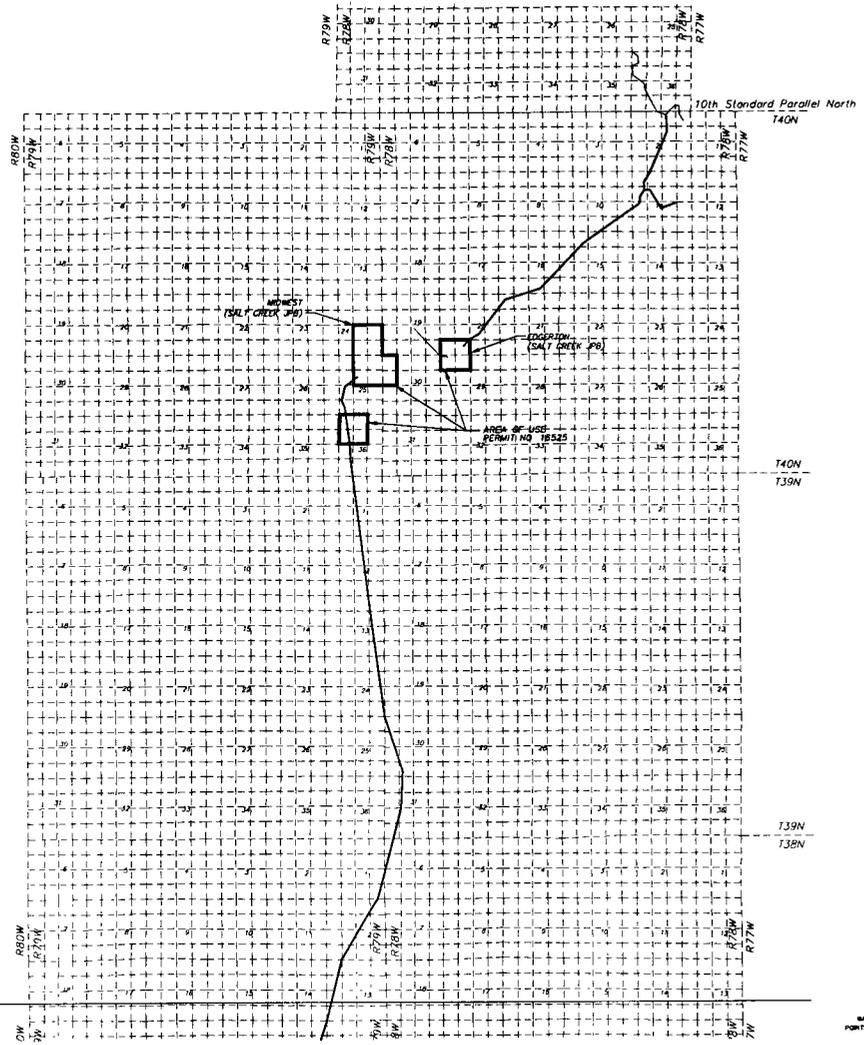
WATSON COUNTY BOARD OF COUNTY COMMISSIONERS  
 200 NORTH CENTER STREET  
 CASPER WYOMING 82401

SELLERS: BP AMERICA, INC.  
 100 WEST 100  
 CASPER WYOMING 82401

CITY OF CASPER WYOMING  
 200 NORTH CENTER STREET  
 CASPER WYOMING 82401

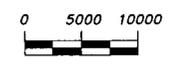


MATCHLINE 2



**LEGEND**

- EXISTING & PROPOSED PIPELINES
- EXISTING & PROPOSED BOOSTER STATIONS
- EXISTING & PROPOSED STORAGE TANKS
- REGIONAL WATER TREATMENT PLANT
- REGIONAL METER
- SERVICE AREA



MAP TO ACCOMPANY  
 PETITION TO THE STATE BOARD OF CONTROL FOR  
 CHANGE OF USE FROM INDUSTRIAL POLLUTION CONTROL  
 REGULATION RESERVE SUPPLY STOCK AND DOMESTIC  
 TO MUNICIPAL USE AND A CHANGE OF POINT OF DIVERSION  
 AND POINTS OF DISCHARGE FOR THE FOLLOWING APPROPRIATION:

A PORTION OF THE ANHCO COMPANY APPROPRIATION UNDER  
 PERMIT NO. 14825 EXISTING FROM THE HOBBS PLATE RIVER  
 THROUGH THE ANHCO PIPELINE NO. 2 WITH A  
 PRIORITY OF OCTOBER 12 1917.

TO BE CHANGED TO CENTRAL WYOMING REGIONAL WATER SYSTEM  
 WATER INTAKE AT CASPER WATER TREATMENT PLANT NO. 1 WITH ALTERNATE  
 POINTS OF DIVERSION AT REDWAVE PIPELINE NO. 1 AND REDWAVE PIPELINE NO. 2

ANTRONA COUNTY BOARD OF COUNTY COMMISSIONERS  
 302 NORTH CENTER STREET  
 CASPER, WYOMING 82401

SEEDORFER, BY FRANCIS, INC.  
 P.O. BOX 140  
 CASPER, WYOMING 82402

CITY OF CASPER, WYOMING  
 300 NORTH DAVIS STREET  
 CASPER, WYOMING 82401

# Consumptive Use Report

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**AMOCO PIPELINE NO. 2, PERMIT NO. 14892 APPROPRIATION**

**PETITION FOR CHANGE OF USE FROM INDUSTRIAL, POLLUTION CONTROL, REMEDIATION, RESERVOIR  
SUPPLY, STOCK AND DOMESTIC TO MUNICIPAL USE**

**PETITIONERS:**

**BP America, Inc.**

**Board of County Commissioners of Natrona County**

**City of Casper**

**JUNE 2016**

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## **Appendices**

**Appendix A (Figure A.1, Table A.1 and Table A.2)**

**Appendix B (Table B.1, Figure B.1, Table B.2, Table B.3)**

## **Introduction**

This consumptive use report describes the proposed water rights transfer from the British Petroleum America Inc. (BP) at the Former Amoco Refinery to the City of Casper and Natrona County for meeting water needs for the Central Wyoming Regional Water System (CWRWS). The former Amoco Refinery shut down operations in 1991. In 1998 BP acquired the former Amoco property in a merger with Amoco Oil Company. Following the merger, BP and the Wyoming Department of Environmental Quality (WDEQ) entered into a consent decree that required a collaborative process with the citizens, city and state to identify reuse options and remedies for the former refinery site. Amoco Oil Company was the successor of the property and the original water rights from the Midwest Refining Company.

A Reuse Agreement for the property was signed between Amoco, the City of Casper, and Natrona County in 1998. The Agreement described the conveyance of Amoco's surface water rights (Permit Nos. 14891 and 14892) to the City of Casper and Natrona County subject to Amoco retaining what was referred to as "reserved" water rights. The Agreement was amended in March 2005 and the Amoco Reuse Agreement Joint Powers Board (ARAJPB) was a party to the amended agreement. Atlantic Richfield Company (ARCO), a subsidiary of BP, acted on behalf of BP North America, Inc.

The "reserved" or retained water rights are described within the Agreement as water quantities needed by Amoco to perform remediation of site or maintenance of improvements made to impacted properties. The Agreement listed various remediation and maintenance activities; such as, operation of barrier well systems, maintenance of soil cap, and continuation of pumping water to Soda Lake.

By 2005, the former refinery site had been transformed from an industrial site to a recreational and commercial development known as Platte River Commons. In accordance with the Reuse Agreement, BP has agreed to retain Permit No. 14891 and to transfer the Permit No. 14892 appropriation to the City and County.

The petition requests "a change of use and a change of point of diversion and conveyance" to the Central Wyoming Regional Water System's main surface water intake with Recharge Pipeline No. 1 and No. 2 serving as alternate points of diversion. The petition requests that 6.41 cfs of the water right under Permit No. 14892 appropriation be changed to municipal use.

The primary reasons for this change of use, change in point of diversion and conveyance water rights transfer is due to BP's reduced water use needs for onsite reuse and remediation

activities and to address the City of Casper's need to acquire a senior water right to meet municipal water needs.

## **1.0 Water Rights**

Permit No. 14892, 6.44 cfs (cubic feet per second) of direct flow from North Platte River.

Priority Date: October 12, 1917.

Midwest Refining Company Pipeline No. 2 Appropriation (as changed to Amoco's Pipeline)

Amended Certificate, Certificate Record 79, p. 201.

Permitted uses are stock and domestic purposes; industrial, pollution control, and remediation.

Permitted for reservoir supply to Soda Lake Reservoir, Permit No. 6279 Res. at a rate of 6.44 cfs (12.88 cfs when combined with Permit No. 14891) not to exceed 8,815 acre-feet in any one year.

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## **2.0 Water Diversion Data**

The City of Casper has entered into Temporary Water Use Agreements (TWUAs) with BP (or formerly Amoco Oil Company) to lease the subject surface water right for diversion at Central Wyoming Regional Water System's water treatment plant under Permit No. 14892. The Central Wyoming Regional Water System and City of Casper has tracked and reported diversions in accordance with the Wyoming State Engineer's Office (SEO) reporting requirements for TWUAs. The tabulated water use under the TWUAs is contained in Table A.1. The active water use was tabulated monthly and summed for ten Water Years from 2006 to 2015.

## **3.0 Regulatory Provisions**

*In accordance with Wyoming State Statutes and WBOC Rules and Regulations, the petitioners describe the existing water use and the proposed change in use below.<sup>1</sup>*

3.1 Economic loss to community and the state if the use from which the right is transferred is discontinued.

When the refinery was shutdown in 1991, an economic loss occurred to the community and the State. At the height of production, the refinery employed about 750 people. As the property has been redeveloped, the remediation activities as well as the new land uses on the

---

<sup>1</sup> Wyoming Statutes §41-3-104 and §41-3-1-114

former refinery property have had a positive economic impact. The reuse of the properties has attracted public and private investments that provide economic stability. The land use developments include the Three Crowns Golf Course, a new large office building within the Platte River Commons commercial park (Wyoming Oil and Gas Conservation Commission headquarters), expanding the use of an existing building (renovation of the former Amoco Administration Building into Casper's Business Innovation Center), and other commercial office buildings.

The new recreational facilities provide golf, kayak, walking and biking activities to the public that enhances and revitalizes the reuse area. A hotel and conference center is being considered near the Three Crowns Golf Course. With the reuse and remediation activities advancing, BP has a better understanding of their overall water needs for the future. During this transitional period, the temporary water use agreements (TWUAs) executed between BP and the City of Casper allowed for the continuance of beneficial use of the water right that is the subject of this petition.

### 3.2 The extent to which such economic loss will be offset by the new municipal use.

The TWUA's executed between City of Casper and BP have allowed BP's water rights to be exercised under the temporary municipal water use so an offset economic benefit has been occurring. The City of Casper and the regional area are experiencing population growth along with an increase in water demands. The permanent transfer of water rights will allow the City to continue to meet the growing demands for water to meet the needs of public, commercial, and industrial customers in addition to firming up the City's portfolio of senior water rights.

The City of Casper's water rights are subject to regulation for the benefit of Federal Reservoirs along the North Platte River (Guernsey, Glendo, and Inland Lakes Reservoirs) during periods of water shortages to the irrigation water contractors under the North Platte Project. The periods of regulation can occur in the months of February through April for the benefit of one of the Federal Reservoirs. The priority dates of Glendo Reservoir and Guernsey Reservoir storage water rights are April 20, 1923 and August 30, 1951, respectively. In the event of future water rights regulation, the City would be allowed to continue to divert water under the transferred 1917 water right since it is senior to the 1923 or 1951 Federal Reservoir water rights.

The City has relied upon the temporary use of BP's senior water rights to avoid or reduce the need to purchase replacement water supplies during the periods of regulation that have occurred since approval of the 2001 North Platte Modified Decree. Periods of North Platte River regulation have occurred five times in the fifteen years following the approval of the 2001 Modified Decree, in 2002 through 2005 and in 2013. The approval of this petition would allow for the permanent transfer of BP's senior water right. Without the water rights transfer, the

City would likely be subject to costs and economic loss due to the required process to lease the water supplies under temporary water replacements or due to the need to purchase storage water or to acquire senior water rights through other permanent water right transfers.

### 3.3 Whether other sources of water are available for the new use.

As described above, this proposed petition allows the City to acquire a permanent water right that is senior in priority to Federal Reservoir water rights in the lower North Platte River Basin. Other senior water rights that may be available for transfer are generally senior agricultural water rights, which would require the retirement of active irrigated lands in the North Platte River Basin. Water right transfers involving agricultural water rights can be complicated and controversial. The presence of multiple intervening water right holders; and the conveyance losses and North Platte River tributary sources between the City's points of diversion and the irrigation water right point of diversion (POD) increase the complexity and controversial nature of agricultural water right transfers. In the last ten years, intervening appropriators in this lower basin of the North Platte River have filed protests of petitions proposing changes in places of use and points of diversion for agricultural water rights. Due to on of the protested petitions, the Division no. 1 Superintendent held a contested hearing. The petitioners and the contestants had legal representation during the hearing and the proceedings that followed.

Other sources of available water to the City of Casper are municipal water supply contracts available from the State within the Wyoming Account under the Pathfinder Modification Project (PMP) and water supplies made available under the Casper Alcova Irrigation District (CAID) water conservation project completed in the 1980's. In addition, the City of Casper owns a senior water storage supply, Upper Rock Creek Reservoir, located high in the Sweetwater River drainage. This reservoir storage supply is available during periods of water rights administration by the Federal Reservoirs. The frozen and icy winter release and conveyance conditions adversely affect the ability of the City to rely on this water supply alternative in the months of February and March.

The proposed water rights transfer represents an economic and efficient water source alternative and fits into the City's overall portfolio of water right needs. At the present time, the City and County desire to proceed with the water rights transfer with the consideration of relying on other water supply alternatives for additional water quantities that will be needed in the future. The City of Casper has signed a contract with the State for municipal water supplies within the Wyoming Account so PMP contract water is available to the City in the future. The City relied partially upon the Wyoming Account contract water under the PMP to meet municipal water needs during the recent North Platte water rights administration that occurred in 2013.

3.4 The amount of water transferred shall not exceed the amount historically diverted under the existing use

Within Table 1.0, the maximum annual diversion quantity of 3257.49 acre-feet occurred in Water Year 2015 under the Permit no. 14892 appropriation.

<b>Table 1.0 - 2006 to 2015 Water Years Maximum Annual Water Diversions under Permit no. 14892</b>	
1,061.45	MG
3,257.49	acre-feet
2015	Water Year

3.5 The amount of water transferred shall not exceed the historic rate of diversion.

The historic maximum water diversion rates under Permit no. 14892 appropriation have been equal to the permitted instantaneous quantity of 6.44 cfs. The petitioners, the City of Casper and Natrona County, propose to divert at instantaneous rates up to the maximum amount that is transferred within the petition.

3.6 The amount of water transferred shall not increase the amount consumptively used under the existing use.

For the last ten years, the Central Wyoming Regional Water System (CWRWS) and City of Casper has annually tracked and reported overall diversions as well as returns flows from the regional wastewater system to the Wyoming State Engineer's Office (WSEO). The annual reports summarized for each Water Year period have been submitted to the North Platte Coordinator of the WSEO for compliance with the Platte River Recovery Implementation Program (PRRIP) and Wyoming's Depletion Plan.

The diversion and return flow records for Water Year 2014 are tabulated and summarized in Table A.2. An average of five (5) percent of the total municipal water diverted by the treatment plant either serves entities with their own onsite septic systems or is used by one entity for municipal needs with the wastewater being discharged into the Powder River Basin. For the purpose of this analysis, the diversions of the CWRWS customers without wastewater return flows at the regional wastewater plant were excluded within Table A.2. In addition, the discharges from the Recharge Pipelines No. 1 and 2 are excluded from the municipal diversion monthly totals because the pumps discharge directly to recharge ponds within Casper

wellfields. The total municipal diversion in Table A.2 consists of diversions from the wellfields and the main surface water intake.

During periods of the year, the actual measured return flow quantities exceed quantities of diversion for municipal use at the water treatment plant. The excessive return flows are caused by inflow and infiltration (I&I) and high groundwater conditions throughout the sewer collection system. In addition, the sewer collection system receives water from basement dewatering sumps and inappropriate connections collecting stormwater runoff throughout the regional collection system collectively categorized as "inflow."

The Recharge Pipelines No. 1 and 2 divert from the North Platte River and discharge directly into recharge ponds within the vicinity of the wellfields. The normal water surface areas of the recharge ponds are illustrated in Figure A.1 and within Sheet 1 of the map that accompanies this petition. The discharge production from Recharge Pipelines no. 1 and 2 was considered non-consumptive within Table A.2 when calculating consumptive use percentages. The monthly net evaporation from the recharge ponds water surfaces are tracked in Table A.2 as a consumptive use loss at the treatment plant. The wellfield diversions capture the water discharged from the pipelines that infiltrates and is naturally filtered at the bottom of the recharge ponds. Estimated consumptive use percentages are calculated in Table A.2. The monthly negative consumptive use quantities are due to the excessive return flows caused by the inflow and infiltration into the sewer collection system. The estimated negative consumptive use months of November, December, February, and March of Water Year 2014 demonstrate this excessive return flow condition in Table A.2. The total municipal diversions, total estimated return flows from measured effluent, and the estimated consumptive use quantity and percentage are provided in Table 2.0. The maximum and average historical total diversion quantities for Permit No. 14892 within Table A.1 are multiplied by the estimated consumptive use percentage to estimate the maximum and average consumptive usage of the Permit No. 14892 appropriation in the past ten years.

<b>Table 2.0</b> <b>Estimated Annual Consumptive Use</b> <b>Water Year 2014 Municipal Use and</b> <b>Ten-Years of Permit no. 14892 Historic Use Estimate</b>	
4,328 MG ----- 13,283 acre-feet	<b>Total Municipal Diversion</b>
2,358 MG ----- 7,235 acre-feet	<b>Estimated Total Return Flow – Measured Effluent</b>
1,970 MG ----- 6,047 acre-feet	<b>Estimated Total Consumptive Use Quantity</b>
45.5 %	<b>Estimated Municipal Consumptive Use Percentage</b>
	<b>10- Years of Permit No. 14892 Water Usage</b>
1,061.5 MG  483 MG 1,482 acre-feet	<b>Maximum (Water Year 2015)</b> Total Diversion  Estimated Consumptive Use
558.6 MG  254 MG 504 acre-feet	<b>Average (Water Years 2006-2015)</b> Total Diversion  Estimated Consumptive Use

Source: Appendix A, Table A.1 and Table A.2

**3.7 The amount of water transferred shall not decrease the historic amount of return flow.**

The CWRWS and the regional wastewater system are not planning any operational changes that would cause substantial effects on the future quantities and the timing of return flows in proportion to the water diversions. The quantity and percentages of the consumptive use and the quantities and timing of returns flows or effluent of the transferred water right diversions would generally be consistent with the historical consumptive use and returns flows that have occurred under the TWUAs that have been executed between the City of Casper and BP for many years. Table A.2 includes monthly tabulations of the total groundwater and surface water diversions, wastewater effluent, and estimated consumptive use percentages for Water Year 2014. The months with negative consumptive use percentages indicate that the quantity of returns flows exceeds the quantities of water diverted by the municipal water system. The cause of the negative percentages are inflow and infiltration into the sewer collection system.

**3.8 The amount of water transferred shall not in any manner injure other existing lawful appropriators.**

*Intervening Appropriators:*

The City of Casper and BP are required to obtain consents from the intervening water right holders that divert between the point of diversion of BP's water right, Permit no. P14892 and the CWRWS's proposed points of diversion. The Town of Mills, which serves water needs within its incorporated service area, holds intervening water rights.

In addition, one historical irrigation ditch (Holmes Ditch) was found in the WSEO records that diverts from the NE¼SW¼ of Section 7, T33N, R79W is illustrated on the petition map. The irrigation ditch water right permit is expired and the ditch does not exist on-the-ground.

**3.9 If the petition is granted, a period of time when full appropriation is available will be defined.**

The Petitioners propose that the diversion rate of the transferred appropriation is available on a year-round basis. Historically under the leasing agreements with BP, CWRWS has exercised the leased Permit No. 14892 appropriation through diversions at Casper Water Treatment Plant No. 1 (CWRWS's main surface water intake) and at Recharge Pipeline no. 1 and no. 2. The Casper Water Treatment Plant No. 1 intake is active when the CWRWS surface water treatment plant is operational during peak water demand periods that occur between May and October each year.

As shown in Table A.1, the CWRWS's pumping of Recharge Pipelines no. 1 and no. 2 to supply infiltration water to CWRWS's wellfields and collector systems are typically operational on a year-round basis. As identified in Table 3.0, peak diversions consistently occur at the surface water intake and at the recharge pipelines during the summer months of June through August when municipal water demands are the highest. During dry periods, peak diversions have also occurred in the months of March and September. During periods of water rights administration for the benefit of the Federal Reservoirs, the Petitioners are requesting to divert the transferred water right at their groundwater wells. The groundwater well diversions have historically occurred during North Platte River water rights administration under TWUAs between the City of Casper and BP in 2002 through 2005 and in 2013. Since the proposed CWRWS PODs are located upstream of the record POD for BP's direct flow water right, the assignment of a conveyance loss factor is not applicable to this petition.

<b>Table 3.0 – Water Years 2006 to 2015 Maximum Monthly and Instantaneous Water Diversions under Permit no. 14892</b>		
<b>Monthly</b>	<b>Instantaneous</b>	<b>Monthly Occurrences</b>
129.03 MG	6.44 CFS	March 2013; May 2014; July 2006, 2008, 2012, 2013, 2014 and 2015; Aug. 2008, 2012, 2013, 2014 and 2015;
124.87 MG	6.44 CFS	June 2006, 2012 and 2014; and Sept. 2012 and 2015

#### **4.0 Intervening Tributaries**

Two tributary sources of supply to the North Platte River are located between BP's existing POD and the proposed PODs located at CWRWS's treatment plant. The two intervening sources of supply are Casper Creek and Garden Creek.

#### **4.1 Casper Creek**

Based on the total natural flow of the North Platte River, Casper Creek contributes a very small amount of inflow. A former USGS Gage (no. 06644500) located 0.4 miles upstream from the confluence with the North Platte River recorded flows of Casper Creek during a period of record from May 1946 to September 1956. During this period of record, the annual mean measurement was 2.2 cfs varying from monthly means of 1.4 to 6.2 cfs in March through September and mean monthly flows less than 1.0 cfs in October through February. The drainage area is estimated to be approximately 668 sq. miles with 98 sq. miles as non-contributing. USGS reports approximately 3,500 acres of irrigation upstream along Casper Creek. A small portion of the return flows from the Kendrick Irrigation Project can reach the North Platte River via the Casper Creek drainage. The former local SEO Hydrographer/Commissioner, Mr. Jack Gibson was contacted in April of 2012 to discuss tributary water sources. Mr. Gibson stated that Casper Creek does receive return flows from the north end of Casper Alcova Irrigation District (CAID). Mr. Gibson said the return flows have decreased considerably with much of the lands changing from flood to center pivot irrigation and with the conservation improvements to the canal and lateral systems.

#### **4.2 Garden Creek**

Garden Creek is another intervening tributary source of supply to the North Platte River. Garden Creek flows from Casper Mountain through the City of Casper. Like many urban streams, it has been channelized, and the stream is subject to "flashy" streamflows because of impervious surfaces in the urban sections of the lower portions of the watershed. Mr. Gibson stated that there are water right holders and shallow wells along the Creek that affect the flows that reach the confluence with the North Platte River. He estimated maximum flows in the range of 10 to 12 cfs in the spring when snowmelt and rainwater runoff is occurring. He noted that there are year-round flows in the range of 1 cfs in the fall and winter months.

In Table B.1 of Appendix B, the Petitioners estimated native runoff from the Garden Creek watershed based on regression analysis performed by USGS (H.W. Lowham, 1988) in mountainous areas in Wyoming. The stream flow originates on Casper Mountain at the top of the watershed. The mountain has a significant effect on the precipitation and runoff in the watershed. To estimate mean annual native flows, the basin characteristics of the weighted average annual precipitation and the total drainage area of 9.8 sq. miles were delineated within Figure B.1. Approximately 27 percent of the drainage lies within urban areas so the estimated mean annual flows was increased by 127%. The estimated mean annual native flow derived in Table B.1 is 9.3 cfs.

In Table B.2, the Petitioners reviewed the number of water right appropriations within SEO's Tabulation of Adjudicated Surface Water Rights, October 1999 for Garden Creek. A total of

47.03 cfs of original supply appropriations is contained within the SEO Tabulations with direct flow diversions from Garden Creek. In addition, the records contain a off-channel 33.0 acre feet reservoir water right, Yesness Reservoir, that receives flows diverted from Garden Creek through the Carey Garden Creek No. 3 Ditch. Based on SEO's "Tabulation Book" this watershed has 47.03 cfs in original supply appropriations for irrigation use; although, a significant portion of the water rights may not be active due to urban growth and dormant water rights.

The mean monthly flows for Garden Creek were estimated as a percentage of the derived mean annual flows in Table B.1. The monthly percentages were based upon the ratio of the monthly to mean annual flows measured at the Bates Creek gage site near Alcova (USGS Gage no. 06643000). The basin areas are similar since the upper reaches of Bates Creek and Garden Creek watersheds both extend to the higher elevations of Casper Mountain. The derived mean monthly native flow is less than 2.8 cfs for June through September and less than 8.1 cfs for October through February. During the peak annual runoff period the estimated mean monthly native flows are 15.5 to 28.0 cfs in March through May.

In Table B.3, the Petitioners assumed that up to 50% of the irrigation water rights are active when flows are available and returns flows equal 45% of the diverted quantity. Based on these assumptions, the estimated mean monthly flows in Garden Creek at the confluence with North Platte River are approximately 7 to 15 cfs in March through May. The estimated mean monthly flows are approximately 7 cfs in October through February and 2.4 cfs in July through September at the confluence. The Petitioners believe the estimated flows are conservatively high during the three monthly periods. WSEO's former local Hydrographer, Mr. Jack Gibson contacted in 2012, said the flows had not been directly measured but he suggested that the estimated flows described above are greater than the typical flows contributing to the North Platte from Garden Creek.

#### 4.3 Total Intervening Tributary Contribution

In summary Casper Creek and Garden Creek represent small water supply contributions to the overall natural flow of the North Platte River. Based on the analysis described above, the estimated combined mean monthly flows are up to 18 cfs in March thru May, and vary from 8 cfs to 4 cfs in June through September, and up to 9 cfs in October through February.

#### 4.4 North Platte River Natural Flows

A major portion of the flows in the intervening reach of the North Platte River during the irrigation season, May through September, would consist of Federal storage water that is only available for storage within Federal Reservoirs and for diversion downstream of Casper by appropriators with federal contracts. For the purposes of this petition, the natural flow available for diversion by Wyoming appropriators within this reach is estimated.

The typical flow rates of the North Platte River are significant due to minimum flow releases. The US Bureau of Reclamation (BOR) has been operating to achieve minimum flow releases above Casper since the 1980's. U.S. Public Law 85-695 (72 Statute 687), Missouri Basin Project defines a minimum flow release at Gray Reef Dam of 330 cfs. Under typical conditions since the 1980's, the BOR attempts to maintain minimum flows above 500 cfs below Gray Reef Dam. On an infrequent basis, the North Platte flows will drop below 500 cfs in the reach below Gray Reef Dam.

To estimate available natural flows in Table B.3, the Petitioners obtained the BOR's Hydromet records for a 37-year period (1971 – 2007). The unregulated flows records at Orin were acquired for this period. To estimate the average amount of natural flows on a monthly basis within the river reach between BP's POD and the proposed CWRWS's PODs, the 30-year average gains for the reach between Alcova and Glendo Reservoirs were subtracted from the monthly unregulated flows at Orin. This analysis is conservative since the tributary gains in the reach between Alcova Reservoir and BP's PODs are expected to exceed the water diversions within this reach. Downstream of Alcova and Gray Reef Reservoirs the tributary inflows occur from various sources; Bear Creek and Bates Creek on the south and east; and from Willow Creek, Poison Creek, and Poison Spider Creek to the north and west of the North Platte River. The water diversions within this reach are primarily irrigation water rights diverting directly from the North Platte River or diverting from tributaries.

Based on the estimated Casper and Garden Creek inflows and the unregulated or natural flows available for diversion in the North Platte River, the estimated percentage tributary contribution in Table B.3 is an average of 1.1 percent for months of October thru April (non-irrigation season) and 0.4 percent for months of May thru September (irrigation season) or 0.5 percent on an average annual basis.

In summary, the intervening tributaries provide a very small contribution to the unregulated and natural flows of the North Platte River in this reach. Based on the overall estimated percentage contribution, the Petitioners recommend a reduction of 0.50 percent should be applied to the transferred water right, which is available for the diversion at the upstream point of diversion. Therefore, the proposed transferred quantity for the Permit No. 14892 appropriation is  $6.44 \times (1.0 - 0.005) = 6.44 \times 0.995 = 6.41$  cfs.

## **5.0 Recommendation**

The petitioners are requesting approval of a change in the point of diversion, and for approval of the following diversion rates and quantities and consumptive use amounts for the Permit No. 14892 appropriation based on the historical beneficial use presented in this consumptive use report.

**(1) A change in the point of diversion and means of conveyance to the City's Casper Water Treatment Plant No. 1 (main surface water) intake, and to alternate points of diversion at Recharge Pipeline No. 1 and Recharge Pipeline No. 2, and at 27 groundwater wells during periods of water rights administration.**

**(2) Maximum diversions not less than 6.41 cfs during the months of March through September with a maximum quantity of 3,257 acre-feet diverted annually.**

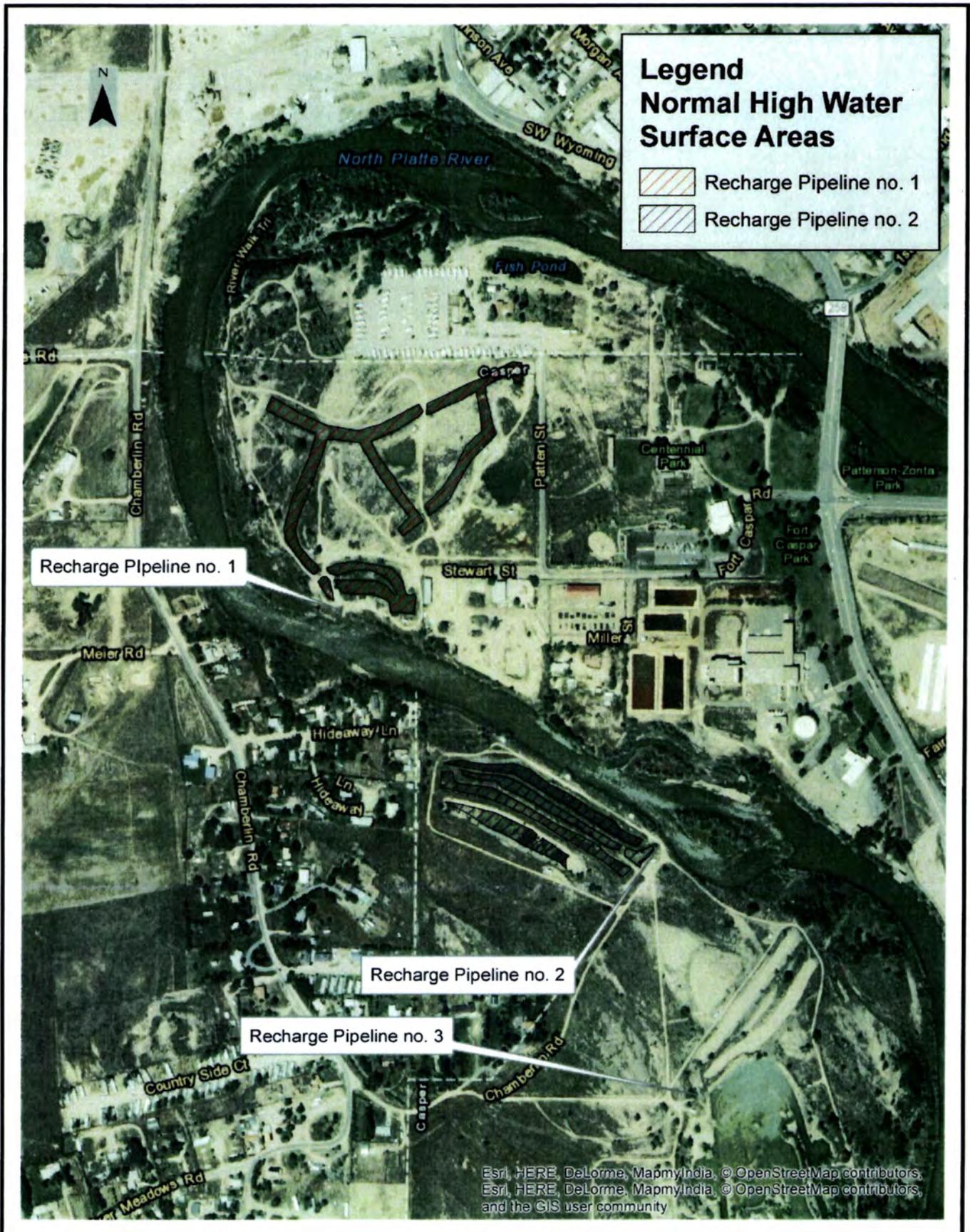
**(3) A stream depletion or consumptive use amount of not less than 1,482 acre-feet per year in accordance with returns flow percentages based on the percentage of municipal wastewater effluent measured at the regional wastewater treatment plant.**

**Based on the reasons and analysis provided by the petitioners within this report and within the petition documents, the petitioners request that the change in type of use and change in point of diversion and means of conveyance of Amoco Oil Company Appropriation under Permit No. 14892 be allowed to occur and that the granting of this petition will not injure any other appropriators.**

## References

- Gibson, Jack, 2012. Personal interview by HDR Engineering with Mr. Jack Gibson, WSEO's local Hydrographer/Commissioner in April 2012.
- Lowham, H.W. 1988. USGS Water Resources Investigations Report 88-4045, Streamflows in Wyoming.
- Pochop, L.O., T. Teegarden, G.L. Kerr and R. Delaney. 1992. Consumptive Use and Consumptive Irrigation Requirements in Wyoming. Report to the Wyoming Water Resources Center. 59 pp.  
<http://library.wrds.uwyo.edu/wrp/92-06/92-06.pdf>
- Wyoming Climate Atlas, January 2004, Curtis, J., and K. Grimes, Wyoming State Climate Office, Wyoming Resources Data Systems, University of Wyoming,  
[http://www.wrds.uwyo.edu/sco/climateatlas/title\\_page.html](http://www.wrds.uwyo.edu/sco/climateatlas/title_page.html)
- Wyoming State Engineer's Office, October 1999. Division No. 1, Surface Water-Tabulation of Adjudicated Water Rights. 395 p.

## APPENDICES



**Figure A.1**  
**Normal Water Surface Areas**  
**of Recharge Ponds at City**  
**of Casper Water Treatment Plant**

0 500 1,000 1,500 2,000  
 Feet

USDA 2009 NAIP Imagery NAD 83



**Appendix A**

**Table A.1 CWRWS Water Use Records for Water Years 2006 thru 2016**

CENTRAL WYOMING REGIONAL WATER SYSTEM WATER TREATMENT PLANT	
Amoco Pipeline No. 2 Permit No. 14892	TEMP USE AGREEMENT <sup>1</sup>
	PRIORITY DATE 10/30/1917
	6.44 CFS
<b>Water Year 2006</b>	
DATE	Million Gallons
Oct-05	15.23
Nov-05	0.00
Dec-05	0.00
Jan-06	0.00
Feb-06	0.00
Mar-06	0.00
April-06	0.00
May-06	49.26
June-06	124.87
Jul-06	129.03
Aug-06	128.78
Sep-06	73.30
MG	520.47
AC-FT	1597.27
<b>Water Year 2007</b>	
DATE	Million Gallons
Oct-06	3.49
Nov-06	0.00
Dec-06	0.00
Jan-07	0.00
Feb-07	0.00
Mar-07	0.00
Apr-07	0.00
May-07	42.36
Jun-07	124.28
Jul-07	124.87
Aug-07	115.41
Sep-07	106.85
MG	517.26
AC-FT	1587.41
<b>Water Year 2008</b>	
DATE	Million Gallons
Oct-07	42.05
Nov-07	0.00
Dec-07	0.00
Jan-08	0.00
Feb-08	0.00
Mar-08	0.00
Apr-08	0.00
May-08	0.00
Jun-08	72.33
July-08	129.03
Aug-08	129.03
Sep-08	62.34
MG	434.78
AC-FT	1334.30

CENTRAL WYOMING REGIONAL WATER SYSTEM WATER TREATMENT PLANT	
Amoco Pipeline No. 2 Permit No. 14892	TEMP USE AGREEMENT <sup>1</sup>
	PRIORITY DATE 10/30/1917
	6.44 CFS
<b>Water Year 2012</b>	
DATE	Million Gallons
Oct-11	7.08
Nov-11	7.14
Dec-11	7.32
Jan-12	7.32
Feb-12	6.74
Mar-12	7.49
April-12	9.14
May-12	25.85
June-12	124.87
Jul-12	129.03
Aug-12	129.03
Sep-12	124.87
MG	585.87
AC-FT	1797.97
<b>Water Year 2013</b>	
DATE	Million Gallons
Oct-12	52.92
Nov-12	23.76
Dec-12	22.68
Jan-13	24.84
Feb-13	95.73
Mar-13	129.03
April-13	12.49
May-13	66.18
June-13	121.92
Jul-13	129.03
Aug-13	129.03
Sep-13	82.23
MG	889.84
AC-FT	2730.84
<b>Water Year 2014</b>	
DATE	Million Gallons
Oct-13	0.00
Nov-13	0.00
Dec-13	0.00
Jan-14	0.00
Feb-14	22.68
Mar-14	61.56
April-14	94.16
May-14	129.03
June-14	124.87
Jul-14	129.03
Aug-14	129.03
Sep-14	67.55
MG	757.90
AC-FT	2325.93

Notes:

2  
2  
2

**Table A.1 CWRWS Water Use Records for Water Years 2006 thru 2016, p. 2**

<b>Water Year 2009</b>	
Oct-08	27.22
Nov-08	0.00
Dec-08	0.00
Jan-09	0.00
Feb-09	0.00
Mar-09	0.00
Apr-09	0.00
May-09	67.23
Jun-09	26.93
July-09	108.22
Aug-09	86.94
Sep-09	48.87
MG	365.41
AC-FT	1121.40
<b>Water Year 2010</b>	
Oct-09	0.00
Nov-09	0.00
Dec-09	0.00
Jan-10	0.00
Feb-10	0.00
Mar-10	0.00
Apr-10	10.35
May-10	5.39
Jun-10	0.00
July-10	99.03
Aug-10	73.68
Sep-10	40.94
MG	229.39
AC-FT	703.98
<b>Water Year 2011</b>	
Oct-10	10.71
Nov-10	11.64
Dec-10	11.12
Jan-11	3.51
Feb-11	3.92
Mar-11	5.47
April-11	5.93
May-11	8.47
June-11	12.85
Jul-11	49.16
Aug-11	62.47
Sep-11	38.59
MG	223.82
AC-FT	686.89

<b>Water Year 2015</b>	
Oct-14	42.25
Nov-14	94.09
Dec-14	89.28
Jan-15	31.68
Feb-15	39.20
Mar-15	61.60
April-15	103.55
May-15	97.61
June-15	119.25
Jul-15	129.03
Aug-15	129.03
Sep-15	124.87
MG	1061.45
AC-FT	3257.49
<b>Water Year 2016</b>	
Oct-15	75.94
Nov-15	36.72
Dec-15	0.00
Jan-16	0.00
Feb-16	19.80
Mar-16	18.54
Apr-16	50.83
May-16	59.39
Jun-16	not avail
Jul-16	not avail
Aug-16	not avail
Sep-16	not avail
MG	261.22
AC-FT	801.67

<b>10-Year Annual</b>	<b>MG</b>	<b>AC-FT</b>	<b>Water Years</b>
<b>MAX</b>	1061.45	3257	<b>2015</b>
<b>MIN</b>	223.82	687	<b>2011</b>
<b>AVE</b>	558.62	1714	<b>2006 thru 2015</b>

**Notes:**

1. Data from City of Casper's weekly and monthly water rights reports submitted to WSEO to comply with TWUA requirements.
2. Monthly periods of water rights administration per allocation year requirements of Nebraska v. Wyoming Settlement and 2001 Modified North Platte Decree.
3. Since the reporting for Water Year 2016 is incomplete, it is excluded from the 10-year statistics.

**Table A.2 - Estimated Monthly Return Flows and Consumptive Use  
Water Year 2014 - CWRWS Wholesale Customers with Regional System Wastewater Discharges to North Platte River**

Notes:

<b>2013-2014 WATER YEAR 2014</b>		<b>Oct-13</b>	<b>Nov-13</b>	<b>Dec-13</b>	<b>Jan-14</b>	<b>Feb-14</b>
<b>Surface Water Diversions</b>						
1	A1 SW Central Wyoming Regional Water System	3,932,442	1,271,434	105,706	3,119	8,326
	A1 SW Wardwell Water & Sewer District	6,170,252	3,240,363	3,679,571	4,782,714	3,699,016
	A1 SW City of Casper	122,978,813	83,204,225	75,310,369	94,329,952	65,690,486
	A1 SW North Platte Water & Sewer District	1,597,950	1,210,968	817,626	678,322	943,914
	<b>TOTAL SW Diversions</b> gallons	<b>134,679,497</b>	<b>88,926,990</b>	<b>79,813,292</b>	<b>100,004,107</b>	<b>70,341,742</b>
<b>Groundwater Diversions</b>						
2	A2 GW Central Wyoming Regional Water System	4,317,331	1,781,213	171,437	4,394	14,425
	A2 GW Wardwell Water & Sewer District	6,774,099	4,539,579	5,805,452	6,753,237	6,408,721
	A2 GW City of Casper	135,014,033	116,564,762	122,140,585	132,916,861	113,811,874
	A2 GW North Platte Water & Sewer District	1,752,050	1,893,032	1,328,374	1,234,826	1,635,086
	<b>TOTAL GW Diversions</b> gallons	<b>147,857,513</b>	<b>124,578,586</b>	<b>129,445,848</b>	<b>140,909,319</b>	<b>121,870,105</b>
	<b>Total SW + GW Diversion</b> gallons	<b>282,537,010</b>	<b>213,505,576</b>	<b>209,259,139</b>	<b>240,913,426</b>	<b>192,211,847</b>
	acre feet	867	655	642	739	590
A5	Effluent Wardwell Water & Sewer District	3,796,900	3,025,500	2,999,700	2,448,500	2,457,400
	City of Casper	187,761,800	179,018,000	181,535,600	183,010,900	170,935,000
	North Platte Water & Sewer District	3,457,000	3,457,000	3,457,000	3,457,000	3,457,000
3	<b>Total Measured Effluent</b> gallons	<b>195,015,700</b>	<b>185,500,500</b>	<b>187,992,300</b>	<b>188,916,400</b>	<b>176,849,400</b>
	acre feet	598	569	577	580	543
4	<b>Recharge Pipeline No. 1 and 2 Discharge</b> gallons	<b>49,248,000</b>	<b>34,200,000</b>	<b>21,888,000</b>	<b>34,200,000</b>	<b>28,728,000</b>
	<b>Total Municipal Water Diversion (Excl. Recharge Pipelines Discharge)</b> gallons	<b>233,289,010</b>	<b>179,305,576</b>	<b>187,371,139</b>	<b>206,713,426</b>	<b>163,483,847</b>
	acre feet	716	550	575	634	502
	<b>Estimated Muni. Consumptive Use (Muni. Diversion - Effluent)</b> gallons	<b>38,273,310</b>	<b>-6,194,924</b>	<b>-621,161</b>	<b>17,797,026</b>	<b>-13,365,553</b>
	acre feet	117	-19	-2	55	-41
	<b>Recharge Ponds Consumptive Use</b> gallons	<b>142,464</b>	<b>162,816</b>	<b>223,872</b>	<b>345,984</b>	<b>427,393</b>
	acre feet	0.44	0.50	0.69	1.06	1.31
	<b>Estimated Consumptive Use Percentage (Estim. CU / Muni. Diversions)</b>	<b>16%</b>	<b>-3%</b>	<b>-0.3%</b>	<b>8.6%</b>	<b>-8.2%</b>

**NOTES:**

1. A1 table within the City of Casper's Depletions Report for Platte River Recovery Implementation Program (PRRIP) is water supplies diverted under surface water rights which includes diversions at Recharge Pipelines and
2. A2 table within Casper's Depletions Report for Platte River Recovery Implementation Program (PRRIP) including water supplies diverted under groundwater rights.
3. Measured effluent discharged to North Platte River from the regional wastewater plant. The Central Wyoming Regional Water System customers with onsite septic discharges are excluded from diversion and effluent and
4. The discharge at the Recharge Pipelines reported to WSED in the monthly water diversion reports.

## Appendix B.

### Table B.1 Garden Creek Native Flow Runoff Prediction

#### Weighted Average Precip.

Precip.	Area (mi <sup>2</sup> )		
13	2.64	Urban	27%
15	1.22		
17	1.04		
19	0.784		
21	0.82		
23	0.863		
25	1.05		
27	1.25		
29	0.166		
	9.833		

19.03

$Q_a = 0.013 \times A^{0.93} \times PR^{1.43}$  Mean Annual Flow  
Mountainous Regions (in Wyoming)

A = 9.833 sq. miles

PR = 19.03 in/year

Qa = 7.36 cfs

Urban contrib. X 127%

Qa = 9.33 cfs

Bates Creek Near Alcova, WY. USGS Gage no. 06643000			Estim. Garden Creek Ungaged Site (mean monthly flow, cfs)
1936-54, 1957-61 (mean monthly flow)	Percent		
Oct	6.1	4%	4.5
Nov	9.3	6%	6.9
Dec	11	7%	8.1
Jan	9.2	6%	6.8
Feb	11	7%	8.1
Mar	21	14%	15.5
Apr	38	25%	28.0
May	33	22%	24.4
Jun	3.8	3%	2.8
Jul	3.7	2%	2.7
Aug	2.1	1%	1.5
Sep	3.5	2%	2.6
<b>TOTAL</b>	<b>151.7</b>	<b>100%</b>	<b>12 X 9.33 cfs</b>
			<b>111.96</b>

Source: Lowham, H.W. 1988.

**Appendix B., contin.**  
**Table B.2 Adjudicated Surface Water Rights**  
**for Garden Creek, Tributary of North Platte River**

<b>Permit No.</b>	<b>Ditch</b>	<b>Use</b>	<b>CFS</b>	<b>ACRES</b>
	Terr. Carey Garden Creek No. 1	I	4.28	300
	Terr. Carey Garden Creek No. 5	I	8.63	604
	Terr. Carey Garden Creek No. 2	I	12.57	880
	Terr. Carey Garden Creek No. 3	I	5.71	400
	Terr. Carey Garden Creek No. 4	I	5.14	360
	Terr. Carey Garden Creek No. 6	I	2.85	200
	Terr. Carey Garden Creek No. 7	I	4.28	300
	Terr. Carey Garden Creek No. 8	I	2.28	160
		Subtotal	45.74	
18260	Kerr	I	0.21	15
5368E	Suppy Ditch Enl. Carey No. Three	Supply Ditch		
5524R	Yesness Res	I, Rec, S	33 a.f.	
20387	Bailey No. 1	I	0.16	11.4
20388	Bailey No. 2	I	0.12	8.6
21219	West O'Falls Pipe Line	D	0.06	
22906	Bob's Pipeline	D, I	0.06	1.2
22501	Kudolla Pipeline	D, I	0.06	1.6
22506	Nash Pipeline No. 2	D	0.15	
23735	Rea Pipe Line No. 1	D,I	0.09	2.22
23989	James A. Materson Pipeline	D, I	0.10	2.49
24569	Hand-Masek Pipeline	D	0.06	
25262	Kirkwood Watering System	D	0.06	
25250	Hankins Sprinkler System	Misc		0.99
27599	Ptasynski Pipeline	D	0.03	
30699	J. Bailey Pipeline	D	0.03	
30698	Kingdom SW No. 3 Pipeline	D	0.05	
31427	G&G Pipeline	D, S	0.05	
		Total	47.03	3247.5

**Source:** Wyoming State Engineer's Office, October 1999. Division No. 1, Surface Water-Tabulation of Adjudicated Water Rights, 395 p.

Appendix B, contin

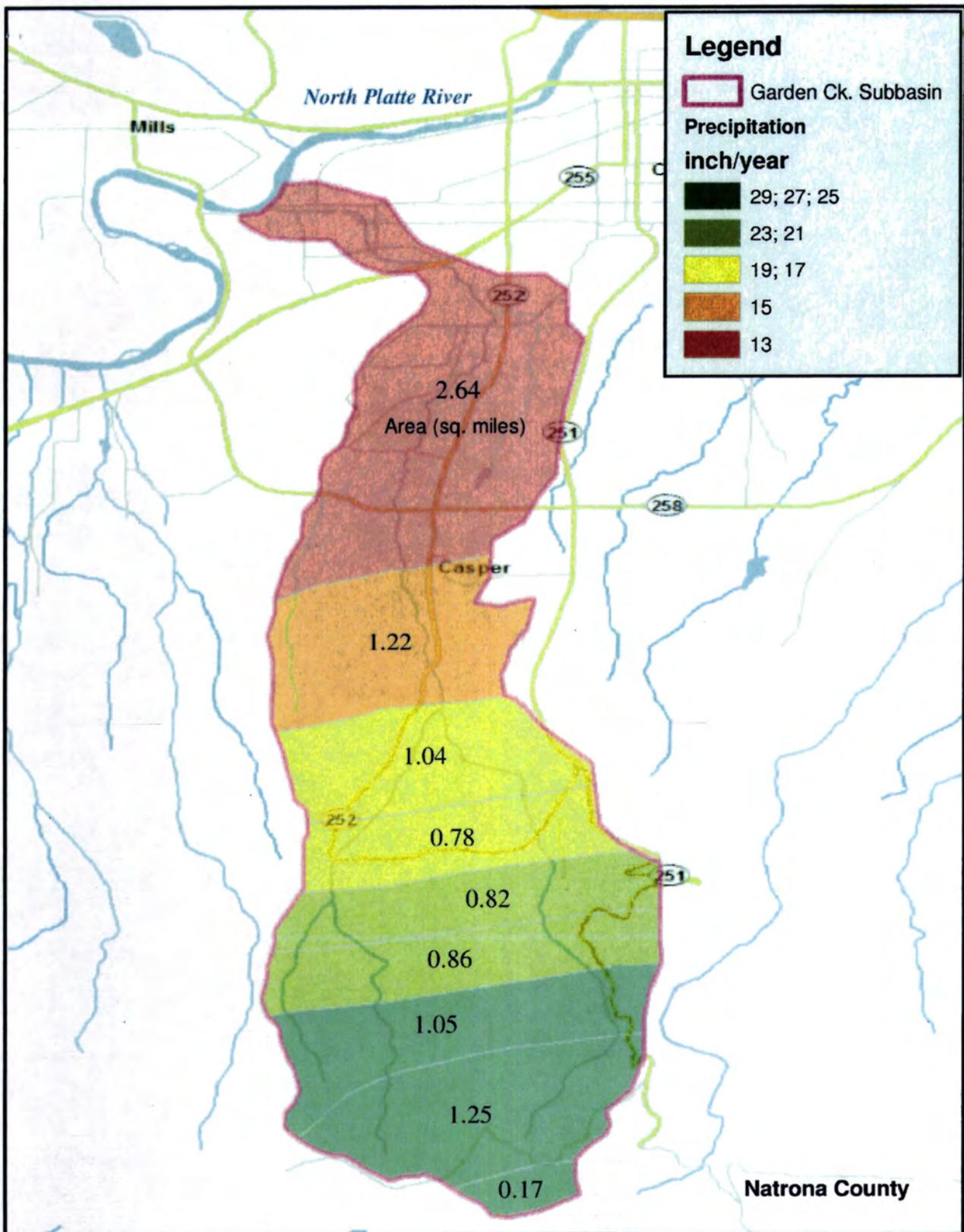
Table B.3 Tributary Contribution Estimate for Casper and Garden Creek

		CFS-DAYS												ANNUAL		SOURCE	
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS	MEAN		
USBR Hydromet Data 37 Year Ave., 1971-2007	Unregulated Flow at Orin, Monthly, Acre-Feet	53,926	53,575	44,513	47,309	53,090	94,005	176,903	356,700	346,327	121,034	48,969	37,254	1,433,604		1	
	CFS-Days	27,187	27,011	22,442	23,851	26,766	47,394	89,188	179,834	174,605	61,021	24,688	18,782	722,768			
	Alcova to Glendo Reservoir River Gains, Acre-Feet (AF)	12,857	11,724	7,222	10,161	13,382	17,907	36,500	64,412	21,500	0	0	9,302	204,968		2.	
	CFS-Days	6,482	5,911	3,641	5,123	6,747	9,028	18,402	32,474	10,839	0	0	4,690	103,337			
	Estim. Natural Flows Available to Casper Reach of N P River, AF	41,069	41,851	37,291	37,147	39,707	76,098	140,403	292,288	324,827	121,034	48,969	27,952	1,228,636			
	CFS-Days	20,705	21,100	18,800	18,728	20,019	38,366	70,786	147,360	163,765	61,021	24,688	14,092	619,431			
	Daily Mean, CFS	668	703	606	604	709	1,238	2,360	4,754	5,459	1,968	796	470		1,696		
		1947 - 56															
Casper Creek at Casper, WY USGS No. 06644500	Daily Mean, CFS	0.91	0.84	0.71	0.66	0.86	6.2	2.4	4.2	5.3	1.6	1.5	1.4		2.2		
	Monthly, CFS-DAYS	28.21	25.2	22.01	20.46	24.295	192.2	72	130.2	159	49.6	46.5	42	812			
Ungaged Garden Creek, Estimated Native Flows	Daily Mean, CFS	4.5	6.9	8.1	6.8	8.1	15.5	28	24.4	2.8	2.7	1.5	2.6		9.33		
	Monthly, CFS-DAYS	139.5	207	251.1	210.8	228.8	480.5	840	756.4	84	83.7	46.5	78	3,406			
Estimated Irrigation Diversions, CFS-DAYS	Daily Mean, CFS	4.5	6.9	8.1	6.8	8.1	7.0	15.4	11.8	2.8	2.7	1.5	2.6				
	Estimated Flows at conflu. with 45% Return Flow, CFS-DAYS	4.5	6.9	8.1	6.8	8.1	7.0	15.4	11.8	2.8	2.7	1.5	2.6				
Casper Ck. + Garden Ck.	Monthly, CFS-DAYS	167.7	232.2	273.1	231.3	253.1	408.4	534.7	496.7	243.0	133.3	93.0	120.0	3,186			
		5.4	7.7	8.8	7.5	9.0	13.2	17.8	16.0	8.1	4.9	3.0	4.0				
<b>Percentage of Estimated Natural Flows</b>														<b>TOTAL PERCENT</b>			
		0.8%	1.1%	1.5%	1.2%	1.3%	1.1%	0.8%	0.3%	0.1%	0.2%	0.4%	0.9%			0.5%	
		OCT. to APR AVE = 1.1%					MAY to SEPT AVE = 0.4%										

SOURCES:

1. USBR 3/20/07 Email from Mr. John Lawson, Wyoming Area Manager, USBR.
2. Update to the North Platte River Annual Operating Plan (AOP) for October 2008, Mr. John Lawson, Wyoming Area Manager, USBR.
3. U.S. Geological Survey, Streamflow Characteristics of the Missouri River Basin, Wyoming, Through 1984 Water Resources Investigations Report 87-4018 Cheyenne, WY 1988, David A. Peterson
4. See Appendix B, Garden Creek Native Flow Runoff Prediction.

Date: 6-Jun-12



**Figure B.1**  
**Weighted Annual Precipitation**  
**for Garden Creek Watershed**

0 2 Miles  
 1 inch = 5,000 feet  
 NAD 83

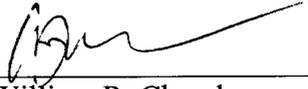
1:60,000

HDR 2/2012

APPROVAL AS TO FORM

I have reviewed the Petition for *Change of Use, Change of Diversion, and Change in Means of Conveyance for BP Water Right, Permit No. 14892*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: December 22, 2015



---

William R. Chambers  
Deputy City Attorney

RESOLUTION NO. 16-179

A RESOLUTION AUTHORIZING THE PETITION FOR CHANGE OF USE FROM INDUSTRIAL POLLUTION CONTROL, REMEDIATION, RESERVOIR SUPPLY, STOCK, AND DOMESTIC TO MUNICIPAL USE AND CHANGE OF POINT OF DIVERSION AND MEANS OF CONVEYANCE OF THE AMOCO OIL COMPANY APPROPRIATION, DIVERTING FROM THE NORTH PLATTE RIVER TO BE SUBMITTED TO THE STATE BOARD OF CONTROL.

WHEREAS, the City of Casper entered into The Reuse Agreement with Amoco Oil Company, the Board of County Commissioners of Natrona County, and the City of Casper, dated September 29, 1998 and amended March 9, 2005, which describes the conveyance of right, title, and interest of Amoco's Surface Water Rights to the City and the County jointly, subject to Amoco's retained water rights; and

WHEREAS, the City of Casper and the Board of Commissioners of Natrona County will each own one-half of the appropriation for which the change of use and change of point of diversion and means of conveyance is sought; and

WHEREAS, the appropriation that is the subject of the petition is Permit No. 14892, diverting from the North Platte River at Amoco Pipeline No. 2; and

WHEREAS, the City of Casper and Natrona County Commissioners are requesting approval by the State Board of Control of the petition to enable diversions under the appropriation from Casper Water Treatment Plant No. 1 point of diversion, and from alternate points of diversion at Recharge Pipeline No. 1 and Recharge Pipeline No. 2.

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 petition, to be submitted to the State Board of Control, for a change of use, change of point of diversion, and means of conveyance for the Amoco Oil Company Appropriation, Permit No. 14892.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

(Resolution for Amoco Water Right Transfer)

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Daniel Sandoval  
Mayor

June 14, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Pete Meyers, Assistant Public Services Director  
Terry Cottenoir, Engineering Technician II

SUBJECT: Agreement with Powder River Construction, Inc. for the  
School Walkability Project, Project No. 15-20

Recommendation:

That Council, by resolution, authorize an agreement with Powder River Construction, Inc., for the School Walkability Project, Project No. 15-20, in the amount of \$355,150.00, with a deduct change order in the amount of \$111,825.00, for a revised contract amount of \$243,325.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$17,067.00, for a total project amount of \$260,392.00.

Summary:

On Tuesday, May 31, 2016, three (3) bids were received for the removal and replacement of deficient or non-existent ADA ramps in central neighborhoods, and furnishing and installing flashing school zone signs around seven (7) area schools. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
West Plains Landscaping	Casper, Wyoming	\$343,706.00
<b>Powder River Construction, Inc.</b>	<b>Gillette, Wyoming</b>	<b>\$355,150.00</b>
71 Construction	Casper, Wyoming	\$408,104.13

The City of Casper was awarded a Transportation Alternative Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the School Walkability Project. The TAP grant requires a local funding match of 20% of the project cost, and TAP funds will account for the remaining 80% of the project costs. Additionally, the TAP grant requires all bidders to provide an executed Miscellaneous Certifications and Clauses document with all bid documents. This document verifies that the contractor has documented their effort in Disadvantaged Business Enterprise participation, certification that the contractor has not been suspended or debarred, and registration with the State of Wyoming. The low bid from West Plains Landscaping was \$343,706, but the bid was rejected for not providing an executed Miscellaneous Certifications and Clauses document as required by the bidding documents. The second low bid from Powder River Construction, Inc., was \$355,150.

The estimate prepared by the City Engineering Division was \$260,000.00. The bid from Powder River Construction, Inc., in the amount of \$355,150, along with the deduct change order of \$111,825, results in a contract price of \$243,325. The TAP grant was awarded in an amount of

\$260,392, with federal funding in the amount of \$208,313.60 and a local match of \$52,078.40. As a result of the bids, the project was scaled back to fall within the budget. Staff recommends removing ten (10) of the twenty (20) flashing school zone signs from around three (3) area schools to bring the project in on budget. ADA ramps are a top priority for TAP grants, and WYDOT recommended that all ADA ramps identified in the central neighborhoods be included in the project to meet the TAP grant priority. Additionally, adding a construction contingency of \$17,067 brings the total contract price to \$260,392. Work is scheduled to be completed by August 19, 2016.

The provisions of Wyo. Stat. § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials do not apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements.

Funding for this project will be from TAP funds secured for the project, with the balance coming from One Time monies allocated to FY16 Walkability projects.

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

CHANGE ORDER

NO. One (1)

PROJECT: School Walkability Project  
Project No. 15-20

DATE OF ISSUANCE: June 1, 2016

OWNER: City of Casper, Wyoming

CONTRACTOR: Powder River Construction, Inc.

You are directed to make the following changes in the Contract Documents:

Description: The low bid submitted by Powder River Construction, Inc., exceeded the budgeted amount that was awarded to the City of Casper by the Wyoming Department of Transportation (WYDOT) Transportation Alternatives Program(TAP) for the School Walkability Project. The City of Casper and the Contractor negotiated a lower price based on reducing the scope of work.

Attachments: Memo dated June 1, 2016 to V.H. McDonald, City Manager from Andrew Beamer, P.E., Public Services Director, Pete Meyers, Assistant Public Director, Terry Cottenoir, Engineering Technician; Exhibit "A" – Cost Reduction Worksheet.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: <u>\$ 355,150</u>	Original Contract Time: (days or date) Substantial completion: <u>August 19, 2016</u> Final completion: <u>August 26, 2016</u>
Previous Change Orders No. ___ to ___ <u>\$ 0.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: <u>\$ 355,150</u>	Contract Time Prior to this Change Order: (date) Substantial completion: <u>August 19, 2016</u> Final completion: <u>August 26, 2016</u>
Net Increase/Decrease of this Change Order: <u>\$ 111,825</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: <u>\$ 243,325</u>	Contract Time with all approved Change Orders:(date) Substantial completion: <u>August 19, 2016</u> Final completion: <u>August 26, 2016</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
June 20, 2016  
Contractor

BY:   
Engineer

BY: \_\_\_\_\_  
Owner

**EXHIBIT "A"**  
**COST REDUCTION WORK SHEET**  
**SCHOOL WALKABILITY PROJECT, PROJECT NO. 15-20**

ITEM NO.	POWDER RIVER CONSTRUCTION, INC.		ORIGINAL SCOPE OF PROJECT			REDUCED SCOPE OF PROJECT			COST REDUCTION
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST	
1	Mobilization	LS	1	\$30,000.00	\$30,000.00	1	\$30,000.00	\$30,000.00	\$0.00
2	R&R Concrete Curbwalk/Sidewalk with Type I or II or III ADA Ramp	SF	8100	\$8.00	\$64,800.00	6500	\$8.00	\$52,000.00	\$12,800.00
3	F&I 2'X4' Truncated Dome Mat Embedded in Concrete Ramp	EA	118	\$325.00	\$38,350.00	105	\$325.00	\$34,125.00	\$4,225.00
4	R&R Concrete Curb & Gutter (30" Wide)	LF	800	\$55.00	\$44,000.00	640	\$55.00	\$35,200.00	\$8,800.00
5	R&R Storm Sewer Catch Basin (Depths Vary)	EA	3	\$6,000.00	\$18,000.00	2	\$6,000.00	\$12,000.00	\$6,000.00
6	F&I Solar Powered, Post Mounted, LED Flashing School Zone Signs	EA	20	\$8,000.00	\$160,000.00	10	\$8,000.00	\$80,000.00	\$80,000.00
<b>TOTAL</b>					<b>\$355,150.00</b>			<b>\$243,325.00</b>	<b>\$111,825.00</b>

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 Powder River Construction, Inc., 4001 East Collins Road, Gillette, Wyoming 82718, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace deficient or non-existent ADA accessible ramps located throughout Casper and install flashing school zone signs around six area schools and,

WHEREAS Powder River Construction, Inc., is able and willing to provide those services specified as the School Walkability Project No. 15-20.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the School Walkability Project No. 15-20, 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 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work.
- 3.2 The Work will be substantially completed by **August 19, 2016** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **August 26, 2016**.
- 3.3 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 3.2 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 Three Hundred Dollars (\$300) for each day that expires after the time specified in Paragraph 3.2 for substantial completion. After Substantial

SFA - 1 of 6

Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 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 3.2 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 Two Hundred Forty-Three Thousand Three Hundred Twenty-Five Dollars (\$243,325.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> 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 Article 14 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 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Exhibit "B" - Bid Schedule (Revised May 27, 2016).
- 8.5 Miscellaneous Certifications and Clauses.
- 8.6 Addenda No. 1, 2.
- 8.7 Performance and Payment Bonds.
- 8.8 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.9 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.10 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.11 Federal Required Contract Provisions (Pages 1 to 12, inclusive).
- 8.12 WYDOT Federal Wage Determination Decision (Pages 1 to 3, inclusive).
- 8.13 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.14 Division 02 – Site Construction, consisting of one (1) section.
- 8.15 Notice of Award.
- 8.16 Notice to Proceed.

- 8.17 Permits
- 8.18 Minutes of the Pre-Bid Conference, if any.
- 8.19 Contract Drawings consisting of fifteen (15) drawing sheets, with each sheet bearing the following general title:

**School Walkability Project, Project No. 15-20**

- 8.20 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.21 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.
- 8.22 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.

*(This space intentionally left blank)*

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

*Walter Trent*

\_\_\_\_\_

CONTRACTOR:

Powder River Construction, Inc.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
                                         **School Walkability Project**  
                                         **Project No. 15-20**

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 August 19, 2016, and completed and ready for final payment not later than August 26, 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.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No.           1                                Dated 5/25/2016  
            Addendum No.           2                                Dated 5/27/2016
  
  - 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.
4. 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 BID – BASE PROJECT, IN NUMERALS: \$ 355,150.00

TOTAL BID – BASE PROJECT, IN WORDS: Three hundred and Fifty Five Thousand one hundred and Fifty Dollars DOLLARS. and zero Cents

5. Bidder agrees that the work for the City will be as provided above.
6. 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.
7. 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. Miscellaneous Certifications and Clauses.
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: 4001 E. Collins Road  
Grillette, WI 53118

9. 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 May 31<sup>st</sup>, 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: Powder River Construction, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] (seal)  
(Title) Estimator

(Seal)

Attest: [Signature]

Business Address: 4001 E. Collins Road  
Gillette, WY 82718

Phone Number: 307-687-7721

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

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

**EXHIBIT "B"**  
**BID SCHEDULE**

**School Walkability Project**  
**PROJECT NO. 15-20**  
**May 31, 2016**  
**(Revised May 27, 2016)**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

**Bid Schedule – Base Project**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00
2	R&R Concrete Curbwalk/Sidewalk with Type I or II or III ADA Ramp	SF	8,100	\$ 8.00	\$ 64,800.00
3	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	118	\$ 325.00	\$ 38,350.00
4	R&R Concrete Curb & Gutter (30" Wide)	LF	800	\$ 55.00	\$ 44,000.00
5	R&R Storm Sewer Catch Basin (Depth Vary)	EA	3	\$ 6,000.00	\$ 18,000.00
6	F&I Solar Powered, Post Mounted, LED Flashing School Zone Signs	EA	20	\$ 8,000.00	\$ 160,000.00
<b>TOTAL BID – BASE PROJECT (Addition of Items 1 – 6)</b>					<b>\$ 355,150.00</b>

• **TOTAL BID – BASE PROJECT (IN WORDS):**

Three hundred Fifty Five Dollars one hundred Fifty Dollars and zero cents      Dollars(\$ 355,150.00)

This bid submitted by: Powder River Construction, Inc.  
(Individual, partnership, corporation, or joint venture name)

*[Signature]*  
5/31/16

## MISCELLANEOUS CERTIFICATIONS AND CLAUSES

Miscellaneous Certifications and Clauses to be Completed and Signed by Bidder

### **PATENTED/PROPRIETARY MATERIALS AND PRODUCTS GUIDANCE**

#### **Federal Highway Administration, DOT**

##### **§ 635.411 Material or product selection.**

- (a) Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:
- (1) Such patented or proprietary item is purchased or obtained through competitive bidding with equally suitable unpatented items; or
  - (2) The State transportation department certifies either that such patented or proprietary item is essential for synchronization with existing highway facilities, or that no equally suitable alternate exists; or
  - (3) Such patented or proprietary item is used for research or for a distinctive type of construction on relatively short sections of road for experimental purposes.
- (b) When there is available for purchase more than one non-patented, non-proprietary material, semifinished or finished article or product that will fulfill the requirements for an item of work of a project and these available materials or products are judged to be of satisfactory quality and equally acceptable on the basis of engineering analysis and the anticipated prices for the related item(s) of work are estimated to be approximately the same, the PS&E for the project shall either contain or include by reference the specifications for each such material or product that is considered acceptable for incorporation in the work. If the State transportation department wishes to substitute some other acceptable material or product for the material or product designated by the successful bidder or bid as the lowest alternate, and such substitution results in an increase in costs, there will not be Federal-aid participation in any increase in costs.
- (c) A State transportation department may require a specific material or product when there are other acceptable materials and products, when such specific choice is approved by the Division Administrator as being in the public interest. When the Division Administrator's approval is not obtained, the item will be nonparticipating unless bidding procedures are used that establish the unit price of each acceptable alternative. In this case Federal-aid participation will be based on the lowest price so established.
- (d) Reference in specifications and on plans to single trade name materials will not be approved on Federal-aid contracts.
- (e) In the case of a design-build project, the following requirements apply: Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the Request for Proposals document unless the conditions of paragraph (a) of this section are applicable.

## **EXTRA WORK AND CHANGE ORDERS**

### **Changes and extra work**

Following authorization to proceed with a project, all major changes in the plans and contract provisions and all major extra work shall have formal approval by LPA in advance of their effective dates. However, when emergency or unusual conditions justify, LPA may give tentative advance approval orally to such changes or extra work and ratify such approval with formal approval as soon thereafter as practicable.

For non-major changes and non-major extra work, formal approval is necessary but such approval may be given retroactively at the discretion of LPA. LPA should establish and document specific parameters as to what constitutes a non-major change and non-major extra work.

Changes in contract time, as related to contract changes or extra work, should be submitted at the same time as the respective work change for approval by LPA.

In establishing the method of payment for contract changes or extra work orders, force account procedures shall only be used when strictly necessary, such as when agreement cannot be reached with the contractor on the price of a new work item, or when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy. The reason or reasons for using force account procedures shall be documented.

LPA shall perform and adequately document a cost analysis of each negotiated contract change or negotiated extra work order. The method and degree of the cost analysis shall be subject to the approval of LPA.

Proposed changes and extra work involved in nonparticipating operations that may affect the design or participating construction features of a project, shall be subject to review and concurrence by LPA.

### **Contract time and contract time extensions**

LPA should have adequate written procedures for the determination of contract time. These procedures should be submitted for approval to WYDOT within need to establish a time

Contract time extensions granted by LPA shall be subject to the concurrence of WYDOT and will be considered in determining the amount of federal participation. Contract time extensions submitted for approval to LPA shall be fully justified and adequately documented.

## **ACCEPTANCE OF CONTRACT WORK MATERIALS CERTIFICATION**

LPA will make payments at least once each month. Additional payments may be made if the work total exceeds \$5,000 and a request is made by the contractor. Payments will be based on the engineer's estimates of the value of work performed and materials complete-in-place, in accordance with the contract, and for materials delivered, in accordance with Payment for Material on Hand below. The contractor may choose cut-off dates of the 1st, 10th, or 20th of the month for the progress payments.

### Payment for Material on Hand

LPA may pay for materials stockpiled or stored for later use on the project and for which the contractor provides acceptable documentation indicating the material meets contract requirements. Stockpiled or stored materials may be located on the project or at acceptable, bonded facilities elsewhere, which the department reserves the right to inspect. LPA will not make such payment without a written request received at least 10 calendar days before the date of the next scheduled progress payment and may not pay more than 65 percent of the item's original bid extension. Include with the written request the following information as appropriate:

1. Purchased Materials. Support material and shipping costs by invoices, freight bills, or other information required by the engineer. The engineer may exceed the 65 percent limit if adequate documentation can be provided.
2. Stockpiled Aggregate. Submit a production statement supporting the crushing and transport costs, if applicable.

Payment for stockpiled or stored materials does not constitute acceptance, and the department may later reject materials for which it has made such payment.

Initial source documents pertaining to the determination of pay quantities are among those records and documents which must be retained pursuant to 49 CFR part 18.

## **BIDDER PREFERENCE**

The provisions of Wyo. Stat. § 16-6-102 through 16-6-107 – Preference for Wyoming labor and materials DO NOT apply to this contract. The contract shall be awarded to the qualified bidder making the lowest responsive bid that complies with all requirements.

## **COMPETITIVE BIDDING**

The undersigned Bidder certifies that it and all of its contracted subcontractors are private contractors and are NOT public agencies.

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The person, or persons, signing this proposal on behalf of the Bidder certify that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of said Proposal.

This certification of free competitive bidding is made subject to the penalty of perjury in accordance with the laws of the U.S. Government and the State of Wyoming.

### **LABOR, MATERIALS AND EQUIPMENT**

CONTRACTOR shall provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the Site.

CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuels, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the WORK.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Contractor on site: The contractor shall provide a project superintendent on-site at all times during construction activities. The superintendent shall be responsible for, but not limited to the following tasks:

1. Must be knowledgeable and familiar with plans, specs, addendums, and shop drawings.
2. Must review and approve shop drawings with signature.
3. Manage and oversee the construction activities of all sub-contractors.
4. Review and approve shop drawings of sub-contractors.
5. Review stakeout data, survey stakes and verify against the design plans prior to, and during, and during, associated construction activity.
6. Obtain approval from the owner/engineer prior to beginning any force account efforts.
7. Provide an accurate weekly construction schedule.

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8. Available during non-working hours for emergencies and stormwater management erosion control.

## **JOB SITE POSTERS**

A bulletin board at the job site must display the required posters. For a project with no specific "site" at a minimum, the foreman must have a notebook that includes all the required postings. A list of the required posters is available at:

[http://www.dot.state.wy.us/home/business\\_with\\_wydot/civil\\_rights.default.html](http://www.dot.state.wy.us/home/business_with_wydot/civil_rights.default.html)

## **MATERIALS AND BUY AMERICA CERTIFICATION**

### **Requirements for Steel and Iron**

This contract requires the use of domestic iron and steel in the permanent components of a project. "Domestic" means all manufacturing processes occur within the United States. Such processes include, but are not limited to, rolling, extruding, machining, bending, grinding, drilling, and coating or similar processes to manufacture or modify the physical properties or chemical composition of iron or steel. Coatings include any protective or value-enhancing process. The City will, however, accept:

1. Foreign iron or steel components whose total combined value, including the cost of delivery to the project, does not exceed 0.1 percent of the total contract amount, or \$2,500, whichever is greater.
2. The use of the following non-domestic raw materials: scrap, pig iron, and processed, pelletized, and reduced iron ore.
3. Non-domestic items that are used temporarily then abandoned in place at the contractor's convenience.

For iron and steel components, obtain from the manufacturer and provide to the engineer a material test report or certification that states clearly the country of manufacture. Include two copies of the itemized invoices for materials used and transportation costs for shipment to the project.

Ensure that foreign-made bolts, fasteners, and associated hardware are tested and certified by an independent domestic testing laboratory in accordance with *WYDOT's Standard Specifications for Road and Bridge Construction, Division 800, Materials*. Submit the test data and certifications to the engineer before use.

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To seek a waiver of these provisions, submit a written request to the engineer. Accompany the request with supporting information showing that the specified steel or iron products are not manufactured in the United States in sufficient, available quantities of satisfactory quality. The City will not grant time extensions or pay compensation for delays resulting from processing such a request.

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

Local Governments awarded Federal Funds for projects must ensure a Disadvantaged Business Enterprise (DBE) has an equal opportunity to compete for and perform contracts and subcontracts. They are required to use best efforts to solicit bids from and maximize use of DBE (sub)contractors.

If subcontracting opportunities arise at a later date, solicit bids from DBEs qualified to perform work. Submit a list of the DBEs contacted to the WYDOT Civil Rights Office prior to submitting the proposed subcontract for approval.

Do not discriminate or allow subcontractors to discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Carry out applicable requirements of 49 CFR part 26 in the award and administration of this USDOT assisted contract. Failure to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the department deems appropriate.

Take reasonable steps, and make certain all subcontractors do the same, to ensure that DBE small businesses have fair opportunity to compete for and perform work provided in this contract.

Documented Bid Solicitation:

Provide, and ensure all subcontractors provide, documented bid solicitation affirmative action in securing DBE participation for subcontract work. Record documented bid solicitation efforts on form E-91-LPA. Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms. That documentation includes but is not limited to the following:

### **A. Documentation of DBE Participation efforts:**

1. List each DBE firm contacted for quotes and each DBE firm that supplied quotes although not solicited. Include the type of work for which quotes were requested for each item.
2. Complete all portions of the E-91-LPA form including the firm name, type of work or materials requested; contact method and the contact date. The Contact Results section should indicate if there was No Response, the firm was Not Interested, Not quoting on this project, Quote submitted – See bid or Quote submitted – not used. If the quote was not used, you should

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indicate the name and amount of quote for the non-DBE firm that will be used to do the same work.

3. At anytime, WYDOT or the Owner may require submission of copies of any or all of the quotes received from DBE and non-DBE firms.

4. Failure to meet the previous requirements will be grounds for a determination of lack of documented bid solicitation effort, and the contract may be awarded to the next lowest responsive bidder who has exhibited documented bid solicitation efforts.

B. Documented bid solicitation affirmative action includes but is not necessarily limited to the following:

1. Advertising in general circulation, trade association, and minority focus media concerning the DBE subcontracting opportunities;

2. Providing written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited, in sufficient time to allow them to participate effectively;

3. Following up the initial solicitations of interest by contacting DBEs to determine with certainty whether they are interested;

4. Selecting portions of the work of the contract that could be performed by DBEs;

5. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract;

6. Making an effort to negotiate with DBEs interested and not rejecting any DBEs as unqualified;

7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;

8. Effectively using the services of available minority community organizations, minority contractor groups, local, state, and federal minority business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs;

9. Use documented bid solicitation effort actions when securing replacements for each DBE that has provided written documentation to the contractor, as to why the DBE firm is unable to honor a commitment to do subcontract work or supply materials.

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For information concerning the counting of DBE participation, refer to WYDOT's Disadvantaged Business Enterprise Program Plan. The WYDOT's DBE Program Plan and a current DBE certification listing are available on the WYDOT web page.

COMMERCIALLY USEFUL FUNCTION:

Ensure the DBE performs a commercially useful function (CUF) in the work of a contract. A DBE is considered to perform a CUF when it is solely responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved, consistent with industry practices. In determining whether a DBE has performed a CUF in the work of a contract, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. Only expenditures to a DBE that performs a CUF in the work of a contract will be counted toward DBE participation. It is not consistent with industry practices if a DBE enters into a subcontract to perform certain elements of the work of a contract if it does not own, lease, or operate the necessary equipment to perform the work.

A DBE may lease equipment from the contractor, provided a rental agreement, separate from the subcontract, specifying the terms of the lease arrangement is approved by the State Construction Engineer prior to the DBE starting the work. Bill the DBE as specified in the equipment lease. Do not deduct lease payments from the DBEs progress payments.

CONTRACTOR ASSISTANCE:

Provide direct assistance to DBE subcontractors and DBE materials suppliers in analyzing plans and specifications, securing bonding, and in the planning and management of the subcontract work. Ensure such assistance is on a limited basis and is designed to enhance the growth and competitiveness of the DBE. Long term, continual, or repetitive assistance by a contractor to the same DBE may be construed as disproportionate dependence upon the contractor. In all instances, ensure a DBE maintains its managerial and operational responsibilities for compliance with the CUF requirement. Do not prepare bids for a DBE.

MEASUREMENT and PAYMENT:

Work related to the provisions of this specification, including but not limited to pursuit of DBE participation, providing assistance to DBE subcontractors or DBE materials suppliers in analyzing plans and specifications, securing bonding in the planning and management of the subcontract work, and in meeting the requirements of this specification, will not be measured or paid for separately but is considered incidental to the contract.

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**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION**

Bidder certifies that:

It has taken affirmative action to seek out and consider Disadvantaged Business Enterprises (DBEs) as potential subcontractors. DBE is a certification program under the U.S. Department of Transportation for minority – or women-owned – operated and controlled firms that are involved in highway and airport construction.

It has taken affirmative action to seek out and consider DBEs as potential suppliers.

Further, the Bidder shall:

Specifically describe, on separate lines of this form, each component of work of the contract to be subcontracted to each DBE Firm is being used as a supplier of materials and for other subcontract work (e.g. furnish sign materials as a supplier and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once performing subcontract work.

List all contacts and follow-up contacts made with the potential DBE subcontractors and DBE material suppliers. (If necessary, use additional sheets).

List the dollar amount quoted by each responding DBE subcontractor for the work described in accordance with “B” above and the dollar amount quoted by each DBE material supplier for the materials described in accordance with “A” above.

Only those DBEs possessing current certification by WYDOT will be eligible to meet the requirements of the DBE program.

Indicate responding DBEs that will be used, and those that will not be used.

*(This space intentionally left blank)*

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Bidder does not intend to subcontract

**DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION CERTIFICATION**

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish sign materials as a supplier and performing flagging and traffic control as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Disadvantaged Business Entity	Specific Subcontract Work or Materials Requested	Contact Method	Contact Date	Contact Result
Treato Construction Inc.	• Concrete install • Bidding project as prime contractor.	Phone	5/27	<input type="checkbox"/> No Response <input checked="" type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
S. X Feathers	Signs	Phone	5/27	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used
Poteet Construction, Inc.	Signs	Phone	5/27	<input type="checkbox"/> No Response <input checked="" type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted – See Bid <input type="checkbox"/> Quote submitted – Not used

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Wyo Pavement Maintenance	SIGNS	Phone	5/27	<input checked="" type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used
				<input type="checkbox"/> No Response <input type="checkbox"/> Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted - See Bid <input type="checkbox"/> Quote submitted - Not used

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**NON-COLLUSIVE BIDDING**

I. That by submission of this bid, each bidder and each person signing on behalf of any bidder, certifies as to their own organization, under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder, or with any competitor for the purpose of restricting competition.

B. Unless required by law, the prices which have been quoted in this bid have not been knowingly disclosed and shall not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to opening of bids.

C. No attempt has been made or shall be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

II. A bid will not be considered for award, nor will any award be made where there has not been compliance with I-A, B and C above. If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the certification cannot be made. Where I-A, B and C above have not been complied with, the bid will not be considered for award, nor will any award be made unless the Department determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured; or has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or has sold the same items to customers at the same prices being bid, does not constitute a disclosure within the meaning of subparagraph I-A above.

The bid made to LPA shall be deemed to have been authorized by the Board of Directors of the bidder. Such authorization shall be deemed to include the signing and submission of the bid, and the inclusion therein of the certificate as to non-collusion on the part of the corporation.

The signers of this proposal hereby tender to LPA this sworn statement that the named Contractor has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this proposal.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **CERTIFICATION OF SUSPENSION OR DEBARMENT**

Bidder or any person or persons associated therewith in the capacity of owner, partner, director or officer authorized to sign contracts certifies by signing this proposal that the response(s) to the following questions is (are) true:

- I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?  
YES ( ) NO (X)
  
- II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded or determined ineligible by any state or federal agency within the past three years?  
YES ( ) NO (X)
  
- III. Has any interested party have a debarment pending?

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YES ( ) NO (X)

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?

YES ( ) NO (X)

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: YES ( ) NO (X)

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Suspension or Debarment actions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

**Standardized Changed Condition Clauses - 23 CFR 635.109**

a. Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

1. *Differing site conditions.*

i. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

ii. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract

modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

- iii. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
  - iv. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)
2. *Suspensions of work ordered by the engineer.*
- i. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
  - ii. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
  - iii. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
  - iv. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.
3. *Significant changes in the character of work.*
- i. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
  - ii. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other

work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

iii. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

iv. The term “significant change” shall be construed to apply only to the following circumstances:

A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

B. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

b. The provisions of this section shall be governed by the following:

1. Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

2. Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

c. In the case of a design-build project, STDs are strongly encouraged to use “suspensions of work ordered by the engineer” clauses, and may consider “differing site condition” clauses and “significant changes in the character of work” clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

## **PROMPT PAYMENT**

Bidder agrees to pay subcontractors within thirty (30) days of payment from LPA, for all satisfactory work performed, and retainage.

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### REPORTING BID RIGGING ACTIVITIES

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

To report bid rigging activities call: 1-800-424-9071 or E-mail [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)

### REGISTRATION WITH THE WYOMING SECRETARY OF STATE

I. Bidder is a corporation or limited liability company? YES  NO

II. Has the above Bidder registered with the Wyoming Secretary of State to do business in the State of Wyoming? YES  NO

### BIDDER CERTIFICATION

Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses.

Bidder Name: Powder River Construction, Inc. 

Printed Name of Bidder's Authorized Signatory: Travis Bourne

Bidder Address: 4001 E. Collins Road Gillette, WY 82718

Signature of Authorized Signatory: 

Date: 5/31/2014

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**SCHOOL WALKABILITY PROJECT  
PROJECT NO. 15-20**

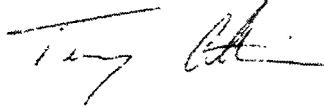
by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: May 25, 2016**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

**APPROVED: (CITY OF CASPER)**



Terry Cottenoir, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

Powder River Construction, Inc.  
Firm

T. [Signature]  
By: Signature

Estimator  
Title

5/25/16  
Date Received

**ADDENDUM NO. 1**

for the

**SCHOOL WALKABILITY PROJECT  
PROJECT NO. 15-20**

for the

City of Casper, Wyoming

ADDENDUM DATE: May 25, 2016

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

**PRE-BID CONFERENCE**

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The pre-bid conference was held on May 24, 2016 at 2:00 p.m. in the City Hall PSD Conference Room. See attached for the sign-in sheet and for the meeting agenda and notes. The following items were discussed:

1. Introductions of the owner's representatives were made.
  - a. City of Casper Project Manager is Terry Cottenoir
  - b. City Engineer is Jason Knopp, P.E.
  - c. Assistant Public Services Director is Pete Meyers.
2. Overview of Bid Procedures, Award Information, and Start of Construction
  - a. Bid Opening is May 31, 2016 at 2:00 p.m. in City Hall 1<sup>st</sup> Floor Lobby.
  - b. Award Date is June 21, 2016.
  - c. Substantial Completion is August 19, 2016.
  - d. Notification of landowners and residents is required prior to construction.
  - e. WYDOT TAP Grant requirements were discussed
3. The intent of the project consists of the following items:
  - a. Remove and Replace deficient or non-existent ADA ramps in central neighborhoods.
  - b. Furnish and Install Flashing School Zone Signs around seven area schools.
4. Meeting was adjourned for questions.

REPLACE:

- SECTION 01650, MEASUREMENT AND PAYMENT PROCEDURES, Section 1.03 BID ITEMS, BASE PROJECT, PARTS C, D, E, F, AND G, AND ADDITIVE ALTERNATIVE, PART A with:

“C. Item No. 3: F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp

Measurement shall be by the number of truncated dome mats embedded in fresh poured concrete ramps. Truncated dome mats shall be Access Tile Cast in Place Tile OR ADA Solutions, Inc. Cast in Place Replaceable Tile **OR Tuftile 2'x4' Wet Set (Replaceable)**. The price shall include, but not be limited to, preparing concrete surface to rough grade, placing and adjusting the mat alignment in the fresh concrete, providing concrete joints to corners of the mat, removal of plastic protection cover after concrete curing is complete, and all other materials, labor and equipment necessary or incidental to complete the work, in place and accepted by the Engineer. Payment shall be by the contract unit price per Each (EA) truncated dome mat.

D. Item No. 4: R&R Concrete Curb & Gutter

Measurement shall be by the number of lineal feet of 30” wide concrete curb and gutter replaced. The price shall include, but not be limited to, saw cutting, removal and disposal of existing curb and gutter, materials, including concrete, premolded mastic material for expansion joints, sealant for all mastic material, contraction joints, curing of concrete, excavation, placing and compaction of subgrade preparation under and behind the curb, placing topsoil behind the curb, and all other materials, labor and equipment necessary or incidental to complete the work, in place and accepted by the Engineer. Payment shall be by the contract unit price per Lineal Foot (LF).

E. Item No. 5: R&R Storm Sewer Catch Basin (Depths Vary)

Measurement shall be by the number of standard size (30”x36” curb inlet) concrete catch basins (various depths) installed. The price shall include, but not be limited to, saw cutting, removal and disposal of existing catch basin, all excavation for new catch basin, special materials required for connection to storm sewer catch lead pipes, concrete catch basin, adjusting/riser sections, standard curb inlet frame and grate, joint/grout sealing work, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer. Payment shall be by the contract unit price per Each (EA) catch basin installed.

F. Item No. 6: F&I Solar Powered, Post Mounted, LED Flashing School Zone Signs

Measurement shall be by the number of flashing school zoned signs installed around six area schools. The signs shall be 3M High Intensity Prismatic Reflective Sheeting Series 3930. The flashing light shall be a 12 inch LED with **black** aluminum signal head, **tunnel visor** and aluminum head mounting hardware. The poles shall be 16 feet tall, Schedule 80 Aluminum with pole collar with a square aluminum base with galvanized **anchor bolts**. **The pole foundation requirements, anchor bolt sizes and rebar details shall be per the pole manufacturer’s specifications.** The solar cabinet shall hold 2 batteries, and have a TC3000 Eltec 365 day time clock with **Yagi antenna**, TPI backpanel, “Cube” flasher, U-bolt mount for 4.5 inch OD pole, no power pulse, natural finish, and a Prostar 15, 180 W charge controller with meter. **The solar panel shall a 40 W solar panel. The Contractor shall furnish four (4) TC3000 LANG clocks for the entire project.** The Contractor shall provide

two (2) **79 W amp hour batteries and eighteen (18) 35 W amp hour batteries for the entire project.** The price shall include, but not be limited to, preparing sign installation location, assembling the sign, installing the signs, testing the signs, and all other materials, labor and equipment necessary or incidental to complete the work, in place and accepted by the Engineer. Payment shall be by the contract unit price per Each (EA) flashing school zone sign.”

- SECTION 01810, SPECIAL PROVISIONS, PART 2 – SPECIFICATIONS FOR STREET CONSTRUCTION, Section 2.05 TRUNCATED DOME ADA MATS with:

“Truncated dome ADA mats, used as detectable warning systems for each new ADA-compliant concrete ramp, shall be 2’x4’ in size and shall be “wet-set” into fresh concrete. Mats shall not be cut or altered in any way from their manufactured form to “force fit” them into any unconventional concrete ramp grade or width. Acceptable products shall be as follows:

Access Tile Cast in Place Tile

-OR-

ADA Solutions, Inc. Cast in Place Replaceable Tile

-OR-

**Tuftile 2’x4’ Wet Set (Replaceable)**

Color options shall be submitted to Engineer for approval as part of the submittals before construction begins. In general the color chosen must conform to a typical red brick color, which is predominant and easily observed throughout the City of Casper.”

- SECTION 01810, SPECIAL PROVISIONS, PART 2 – SPECIFICATIONS FOR STREET CONSTRUCTION, Section 2.07 FLASHING SCHOOL ZONE SIGNS with:

“Flashing school zone signs, used mark speed limit changes around schools, shall be solar powered, post mounted, led flashing signs. The signs shall be 3M High Intensity Prismatic Reflective Sheeting Series 3930. The flashing light shall be a 12 inch LED with **black** aluminum signal head, **tunnel visor** and aluminum head mounting hardware. The poles shall be Schedule 80 aluminum with pole collar with a square aluminum base with galvanized **anchor** bolts, 16 feet tall and 4.5 inches in diameter. **The pole foundation requirements, anchor bolt sizes and rebar details shall be per the pole manufacturer’s specifications.** The solar cabinet shall hold 2 batteries, and have a **TC3000** Eltec 365 day time clock with **Yagi antenna**, TPI backpanel, “Cube” flasher, U-bolt mount for 4.5 inch OD pole, no power pulse, natural finish, and a Prostar 15, 180 W charge controller with meter. **The solar panel shall a 40 W solar panel. In addition to the twenty (20) TC3000 Eltec time clocks, the Contractor shall furnish four (4) TC3000 LANG clocks for the entire project.** The Contractor shall also provide **two (2) 79 W amp hour batteries and eighteen (18) 35 W amp hour batteries for the entire project.** The signs to be installed shall conform to the standard sign types that exist elsewhere within the city and shall be installed in accordance with the latest edition of the “Manual on Uniform Traffic Control Devices”.”

## PLAN SHEETS

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### INSERT:

- PLAN SHEET 8 OF 15, GENERAL NOTES, After Note #5:

**“6. Catch basin to be removed and replaced in a new location shall be located at the edge of the flare on the ADA ramp constructed on the southwest corner of W 12<sup>th</sup> St. and S Ash St. Contractor shall use 16” Reinforced Concrete Pipe (RCP) to tie into the existing 16” RCP storm sewer line at an angle no less than 135 degrees at the existing location of the catch basin. The new pipe shall be tied into the existing pipe using a concrete collar.”**

## ATTACHMENTS

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- PRE-BID CONFERENCE SIGN-IN SHEET
- PRE-BID CONFERENCE AGENDA AND NOTES

End of Addendum No. 1

**SCHOOL WALKABILITY PROJECT**  
**Project No. 15-20**  
**Pre-Bid Meeting**

5/24/2016  
 2:00 PM

Company	Address	Email	Phone Number	Contact Person
Grizzly Excavating & Construction	Box 11696 Casper WY 82403	ghall@grizzlyconstruction.net	265-4328	Gary R. Hall
71 construction	7072 Barton Dr	ialvstad@71construction.com	258-6606	Ian Alvstad
Atlantic Electric Inc	PO Box 51163 Casper WY 82505	atlanticelectrical@att.net	307-255-8658	Robert Shale
WYG Investment Management	4720 N. 22nd St. Casper WY 82501	randy@wyg.com	262-2855	Randy Hays
Powder River Construction, Inc.	PO Box 2006 Billings WY 82017	tboorne@prcon.com	357-9605	Travis Boorne
CASPER ELECTRIC INC.	3150 W YELLOWSTONE HWY CASPER WY 82509	ryan@casperelectric.com	307-237-3003	RYAN WATKINS
Modern Electric	PO Box 2107 Casper WY 82501	jshank@modern-electric.com	264-1711	Nick Reyes / Julie Shank
CITY OF CASPER	200 N. DAVID	Ameyers@CASPERSWY.GOV	235-9283	BOB MEYERS
Tetra Construction	1316 S MELROSE	Cottenoir@casperwy.gov	237-8836	Gustavo Tetra
City of Casper	200 N. David	tcottenoir@casperwy.gov	235-8341	Terry Cottenoir

# **PRE-BID MEETING**

## **School Walkability Project May 24, 2016 2:00 p.m.**

ATTENDEES: Please sign in on the attendance sheet

PURPOSE:

Pre-bid meetings are recommended to familiarize bidders with requirements of the bidding documents and special requirements of the project. After the Pre-Bid meeting, a site tour may be made if requested.

GENERAL:

Minutes of the meeting will be taken to document the items discussed. After the pre-bid meeting, and a reasonable time before the bid opening, an addendum to all plan holders including a copy of the minutes, list of attendees and other addendum items will be issued. Complete bidding documents are available at the City of Casper's website at <http://www.casperwy.gov/cmsOne.aspx?portalId=63067&pageId=87224> and clicking the City of Casper Construction Projects – Bidding link or by visiting [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$10 by inputting Quest project #3915957 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Please contact Terry Cottenoir at 307-235-8341 if you have any questions.

MEETING AGENDA:

- I. Project Identification: **School Walkability Project, Project No. 15-20**  
Bid Opening: **May 31, 2016 at 2:00 p.m., Casper City Hall Lobby**
  
- II. Introduction
  - a. Terry Cottenoir – Engineering Technician II: (307) 235-8366; [tcottenoir@casperwy.gov](mailto:tcottenoir@casperwy.gov).
  - b. Jason Knopp, P.E. – City Engineer: (307) 235-8341; [jknopp@casperwy.gov](mailto:jknopp@casperwy.gov).
  - c. Pete Meyers – Assistant Public Services Director: (307) 235-8361; [pmeyers@casperwy.gov](mailto:pmeyers@casperwy.gov).
  - d. Shad Rodgers, Streets & Traffic Division Manager: (307) 235-8415; [srodgers@casperwy.gov](mailto:srodgers@casperwy.gov).
  - e. Monica DeLeon, Traffic Supervisor: (307) 262-8245; [mdeleon@casperwy.gov](mailto:mdeleon@casperwy.gov).
  
- III. Bid Procedures (see Standard Instructions to Bidders, IB-1 to IB-8):

- a. Documents to include with bid:
  - Completed Standard Bid Bond (BB-1 to BB-2)
  - Completed Bid Schedule (BS-1)
  - Completed Standard Bid Form (BF-1 to BF-4)
  - Completed Miscellaneous Certifications and Clauses (1 to 17)
  - All Addendums, signed and dated
- b. Residency Preference: There is no residency preference on projects that are federally funded.
- c. Bid security required: Bid bond of 5% of total bid amount, on City of Casper forms. Bid bonds must be signed by a Wyoming Resident Agent.
- d. Type of Bid: Unit Price.
- e. How to submit: In a sealed envelope with the statement “BID ENCLOSED, School Walkability Project, Project No. 15-20”. If mailed, the bid envelope described above shall be inside a second envelope.

#### IV. Award and Start of Construction:

Review with bidders the applicable portions of the Instructions To Bidders.

- a. All Bids not modified or withdrawn shall remain effective for 30 days after the day of the bid opening.
- b. Award Date: **June 21, 2016**
- c. Notice of Award to be mailed to Successful Bidder. Award Items to be submitted to Owner **within 30 days of Award Date (July 22, 2016):**
  - Signed and dated Notice of Award (see NOA - 1 to 2)
  - Fully executed Agreement ( see SFA-1 to SFA-6)
  - Performance and Payment Bonds (see SLMPB, SPB)
  - Fully executed Standard Joint Account Agreement (see SJAA-1 to SJAA-4) **OR** letter declining SJAA.
  - Certificate of Liability Insurance
  - Certification of Worker’s Compensation Coverage
  - Official Notice of Unemployment Insurance Coverage
  - Completed W-9 form, unless you have had a contract with the City of Casper in the last 12 months.
- d. Notice to Proceed: Once all of the above Award Items are received, a Notice to Proceed (see NTP-1) will be issued. Contractor shall sign, date and return the Notice to Proceed to Owner to indicate acknowledgement to proceed with construction.
- e. Preconstruction Meeting (see 01041, Section 1.01, Part A.): Contractor shall schedule a preconstruction conference to be held within twenty (20) days of the Notice of Award. Contractor’s assigned supervisory personnel and subcontractors shall attend this conference. Contractor shall provide a work schedule at or prior to this meeting for review by all parties. A corrected schedule shall be provided within seven (7) days following the meeting.

f. Federal Requirements:

- Miscellaneous Certifications and Clauses
- Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts
- WDOT Federal Wage Determination Decision for Natrona County
- Job Site Posters
- Disadvantaged Business Enterprise Participation
- Davis-Bacon
- Certified Payrolls
- Employee Interviews

g. Point of Contact:

- City of Casper: Terry Cottenoir, Engineering Technician II,  
tcottenoir@cityofcasperwy.com, (307) 235-8366.

V. Summary Scope of Work (see bidding documents for full scope):

**School Walkability Project**

- a. Remove and Replace deficient or non-existent ADA ramps in central neighborhoods.
- b. Furnish and Install Flashing School Zone Signs around seven area schools.

Adjourn for Questions

END OF AGENDA

Questions/Comments:

- A concern over the timing of delivery of flashers and the substantial completion date was brought up. If the delivery of the flashers is the typical 4-6 week window, it is possible that the flashers could arrive near or after the substantial completion date of August 19, 2016. The City will discuss this issue with the low bidder once the project is awarded, all award documents are executed, submittals are received and a delivery window is established. At this time, the City will not extend the substantial completion date.
- The question was raised about using telespar in place of aluminum for the flashing school zone sign poles. The City does not want to substitute for aluminum. All poles should be furnished and installed as specified in the project manual.
- The question was raised about a foundation design for the aluminum flashing school zone sign poles. The pole foundation requirements, anchor bolt sizes, and rebar details shall be per the pole manufacturer's specifications. This will be detailed in an Addendum to the Contract and Bidding Documents.
- The question was raised about a detail for the storm sewer piping to the catch basin that will be relocated on W 12<sup>th</sup> St and S Ash St. The detail for the catch basin and storm sewer piping will be addressed in an Addendum to the Contract and Bidding Documents.

- The question was raised about the requirement for low voltage certification. The Contractor shall follow all requirements of the City of Casper Building Division for electrical installation.
- The question was raised about the type of ADA mat required for ramps that already meet the ADA requirements for slope and only need a mat installed. All ADA truncated dome mats shall be wet set. The acceptable products are specified in the project manual.
- The question was raised as to what size the solar panel needs to be on the flashing school zone signs. The solar panel shall 40 W. This item will be clarified in an Addendum to the Contract and Bidding Documents.
- A discrepancy between the Bid Schedule and Section 01650 Measure and Payment Procedures was brought to the City's attention. The Bid Schedule had 6 line items listed while Section 01650 had seven items and an alternative listed. Section 01650 will be revised to match the Bid Schedule, and will be included in an Addendum to the Contract and Bidding Documents.

**ADDENDUM NO. 2**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**SCHOOL WALKABILITY PROJECT  
PROJECT NO. 15-20**

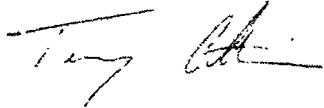
by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: May 27, 2016**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

**APPROVED: (CITY OF CASPER)**



**Terry Cottenor, Engineering Tech II**

**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

Powder River Construction, Inc.  
Firm

T. D. [Signature]  
By: Signature

Estimator  
Title

5/27/2016  
Date Received

## ADDENDUM NO. 2

for the

### **SCHOOL WALKABILITY PROJECT PROJECT NO. 15-20**

for the

City of Casper, Wyoming

ADDENDUM DATE: May 27, 2016

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

#### BID DOCUMENTS

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##### REPLACE:

- BID SCHEDULE with EXHIBIT "B" - BID SCHEDULE attached dated May 27, 2016

#### PLAN SHEETS

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##### REMOVE:

- PLAN SHEET 6 OF 15:

Remove from project, eight (8) ADA Ramps at West 10<sup>th</sup> Street and South David Street and eight (8) ADA Ramps at West 11<sup>th</sup> Street and South David Street.

##### INSERT:

- PLAN SHEET 8 OF 15, GENERAL NOTES, After Note #6 from Addendum No. 1:

**“7. Tree on the northwest corner of W 13<sup>th</sup> St and S David St shall be removed and disposed by the Contractor during construction. ”**

#### ATTACHMENTS

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- EXHIBIT "B" - BID SCHEDULE dated May 27, 2016

End of Addendum No. 2

**EXHIBIT "B"**  
**BID SCHEDULE**

**School Walkability Project**  
**PROJECT NO. 15-20**  
**May 31, 2016**  
**(Revised May 27, 2016)**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

**Bid Schedule – Base Project**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$	\$
2	R&R Concrete Curbwalk/Sidewalk with Type I or II or III ADA Ramp	SF	8,100	\$	\$
3	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	118	\$	\$
4	R&R Concrete Curb & Gutter (30" Wide)	LF	800	\$	\$
5	R&R Storm Sewer Catch Basin (Depth Vary)	EA	3	\$	\$
6	F&I Solar Powered, Post Mounted, LED Flashing School Zone Signs	EA	20	\$	\$
<b>TOTAL BID – BASE PROJECT (Addition of Items 1 – 6)</b>					<b>\$</b>

• **TOTAL BID – BASE PROJECT (IN WORDS):**



\_\_\_\_\_ Dollars(\$ )

This bid submitted by: \_\_\_\_\_  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 16-180

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
POWDER RIVER CONSTRUCTION, INC., FOR THE SCHOOL  
WALKABILITY PROJECT, PROJECT NO. 15-20

WHEREAS, the City of Casper desires to remove and replace deficient or non-existent ADA ramps in central neighborhoods and furnish and install flashing school zone signs around seven area schools; and,

WHEREAS, Powder River Construction, Inc., is able and willing to provide those services specified as School Walkability Project, Project No. 15-20; 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 Seventeen Thousand Sixty-Seven Dollars (\$17,067.00) 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 Powder River Construction, Inc., for those services, in the amount of Three Hundred Fifty-Five Thousand One Hundred Fifty Dollars (\$355,150.00), with a deduct Change Order No. 1 in the amount of One Hundred Eleven Thousand Eight Hundred Twenty-Five Dollars (\$111,825.00), for a revised contract amount of Two Hundred Forty-Three Thousand Three Hundred Twenty-Five Dollars (\$243,325.00).

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 Two Hundred Forty-Three Thousand Three Hundred Twenty-Five Dollars (\$243,325.00), and Seventeen Thousand Sixty-Seven Dollars (\$17,067.00) for a construction contingency account, for a total project amount of Two Hundred Sixty Thousand Three Hundred Ninety-Two Dollars (\$260,392.00).

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 Seventeen Thousand Sixty-Seven Dollars (\$17,067.00), and other project administration related change orders that do not substantially alter the scope of the project.

School Walkability Project No. 15-20/Powder River Construction

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Daniel Sandoval  
Mayor

June 17, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Procurement Agreement with O'Connor Company for the  
City Hall Boiler Procurement, Project No. 16-020

Recommendation:

That Council, by resolution, authorize an agreement with O'Connor Company for the City Hall Boiler Procurement, Project No. 16-020, in the amount of \$26,420.00.

Summary:

On Tuesday, June 14, 2016, one (1) bid was received for purchasing two (2) new boilers, and the associated re-circulation pumps, for City Hall to replace the existing boilers that have failed or are nearing failure. The bid results are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>O'Connor Company</b>	<b>Rapid City, South Dakota</b>	<b>\$26,420.00</b>

The existing boilers at City Hall are eleven (11) years old and nearing the end of their functioning life. Recently, a heat exchanger and a circuit board have failed in the existing boilers, making the purchase of new boilers necessary. Upon delivery of the boilers and pumps, the Buildings and Structures Division will install the new equipment.

Funding for this procurement will be from FY16 Miscellaneous Building Repairs from General Fund Reserves.

The Procurement Agreement and resolution are prepared for Council's consideration.

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and O'Connor Company, 1221 Concourse Drive, Rapid City, South Dakota 57703-4758, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**City Hall Boiler Procurement**

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, 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 by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City Hall  
Attn: Brad Menzel  
200 North David Street  
Casper, WY 82601

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of sixty (60) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-Six Thousand Four Hundred Twenty Dollars (\$26,420.00). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Procurement Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between Owner and Contractor are attached to this Procurement Agreement, made a part hereof, and consist of the following:

- 9.1 This Procurement Agreement (Pages PA-1 to PA-5, inclusive).
- 9.2 Exhibit "A" - Bid Form.
- 9.3 Addenda.
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).

- 9.6 Procurement Specifications bearing the title "City Hall Boiler Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

*Walton Tremblay*

\_\_\_\_\_

CONTRACTOR:

O'Connor Company

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor



collusion to obtain for himself any advantage over any other Bidder or over the City;  
and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule, Page 1 of 1) \$ 26,420.

TOTAL BASE BID, IN WORDS: TWENTY SIX THOUSAND FOUR  
HUNDRED TWENTY AND ZERO CENTS DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods 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.
7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: SEAN O'CONNOR  
O'Connor Company  
1221 Concourse Drive  
Rapid City, SD 57703-4758

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on June 13, 2016.

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: O'Connor Company \_\_\_\_\_ (seal)  
(Name)

South Dakota \_\_\_\_\_  
(State of Incorporation or Organization)

By: [Signature] \_\_\_\_\_ (seal)  
Treasurer \_\_\_\_\_  
(Title)

(Seal)

Attest:

Business Address: 4909 N. Lewis Ave.  
Sioux Falls, SD 57104

Phone Number: 605-336-0333

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**

**CITY HALL BOILER PROCUREMENT  
PROJECT NO. 16-020  
June 14, 2016**

Contractor shall furnish items as called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	600,000 BTU/HR Gas Commercial Boiler	EA	2	\$ 11,545.-	\$ 23,090.-
2	Variable Speed Re-Circulation Boiler Pump	EA	2	\$ 1,665.-	\$ 3,330.-
<b>TOTAL BID</b>					<b>\$26,420.-</b>

• **BID IN WORDS:**

TWENTY SIX THOUSAND FOUR HUNDRED TWENTY AND ZERO CENTS

---

This bid submitted by: O'Connor Company  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 16-181

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH O'CONNOR COMPANY, FOR THE CITY HALL BOILER PROCUREMENT.

WHEREAS, the City of Casper desires to procure two boilers and the associated re-circulation pumps for City Hall; and,

WHEREAS, O'Connor Company, is ready, willing and able to provide these services; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with O'Connor Company, in the amount of Twenty-Six Thousand Four Hundred Twenty Dollars (\$26,420.00), to furnish two boilers and the associated re-circulation pumps.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

June 3, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, Public Services Director   
Pete Meyers, Assistant Public Services Director  
Beth Address, Keep Casper Beautiful Volunteer Coordinator

SUBJECT: Keep America Beautiful UPS/KAB Community Tree Planting Grant

Recommendation:

That Council, by resolution, authorize acceptance of a grant from Keep America Beautiful (KAB), in the amount of \$10,000, to be used for trees in Washington and Conwell Parks.

Summary:

In mid-May, staff applied for a grant through KAB called the United Postal Service (UPS) Community Tree Planting Grant. The funding for this grant was a donation from UPS to KAB, a nationwide non-profit organization that promotes litter control and public beautification projects. The purpose of the grant is to beautify and improve community environments. The grant also had eligibility requirements, which KAB met (a KAB certified affiliate in good standing, and a partnership with the local UPS). KAB was a recipient of the same grant in 2012, 2013, 2014, and 2015. Previous grants were used to purchase trees at Goodstein Park, Eastdale Park, the Field of Dreams baseball complex, and the North Casper Soccer Complex.

Due to two major winter storms in 2013 and 2014, Washington Park and Conwell Park have lost a combined total of eighty-one (81) trees. These trees represented 50% of the canopy in Washington Park and 47% of the canopy in Conwell Park. If accepted by Council, these grant funds will be used to purchase about thirty (30) trees for Washington Park and ten (10) trees for Conwell Park.

The grant requires no cash or in-kind match. The funds must be spent by June 2017, and a one page final report must also be sent by June 2017.

A resolution has been prepared for Council's consideration.

RESOLUTION NO.16-182

A RESOLUTION AUTHORIZING ACCEPTANCE OF A COMMUNITY TREE PLANTING GRANT FROM KEEP AMERICA BEAUTIFUL.

WHEREAS, many trees in City of Casper parks have died due to unseasonably harsh winter weather; and,

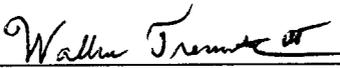
WHEREAS, the City of Casper has been approved for a grant from Keep America Beautiful, in the amount of Ten Thousand Dollars (\$10,000); and,

WHEREAS, the City of Casper desires to accept these funds, to be used for the purchase of trees for Washington Park and Conwell Park.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Community Tree Planting Grant from Keep America Beautiful, in the amount of Ten Thousand Dollars (\$10,000) is hereby accepted.

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 22, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Pete Meyers, Assistant Public Services Director  
Terry Cottenoir, Engineering Technician II

SUBJECT: Agreement with Traffic Safety Services, Inc. for the  
2<sup>nd</sup> Street Inlaid Striping, Project No. 16-012

Recommendation:

That Council, by resolution, authorize an agreement with Traffic Safety Services, Inc., for the 2<sup>nd</sup> Street Inlaid Striping, Project No. 16-012, in the amount of \$231,575.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$18,425.00, for a total project amount of \$250,000.00.

Summary:

On Wednesday, June 22, 2016, three (3) bids were received for the 2<sup>nd</sup> Street Inlaid Striping, Project No. 16-012. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Traffic Safety Services, Inc.</b>	<b>Bismarck, North Dakota</b>	<b>\$231,575.00</b>
3 Cord Construction	Casper, Wyoming	\$280,371.75
Hedquist Construction	Mills, Wyoming	\$320,490.00

The 2<sup>nd</sup> Street Inlaid Striping Project removes and replaces the existing inlaid pavement markings on East 2<sup>nd</sup> Street from South Conwell Street to Southeast Wyoming Boulevard. The pavement markings have failed due to normal wear and tear after being installed in the early 1990s. The new inlaid pavement markings are expected to last an additional twenty (20) plus years after installation. Work is scheduled to be completed by October 21, 2016. The estimate prepared by the City Engineering Division was \$247,952.50.

The low bid from Traffic Safety Services, Inc. was \$231,575.00. Adding a construction contingency amount of \$18,425.00 brings the total contract amount to \$250,000.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. The low bid was received by a non-resident Contractor, but the certified resident making the next lowest bid was more than 5% higher than the low bid.

Funding for this project will be from Optional One Cent #14 Sales Tax funds allocated to the FY12 Traffic Signal Upgrades.

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 82601, hereinafter referred to as the "Owner," and with Traffic Safety Services, Inc., 1900 Northern Plains Drive, Bismarck, North Dakota 58504, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing inlaid pavement markings on East 2<sup>nd</sup> Street from South Conwell Street to Southeast Wyoming Boulevard; and,

WHEREAS, Traffic Safety Services, Inc., is able and willing to provide those services specified as the 2<sup>nd</sup> Street Inlaid Striping, Project No. 16-012.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2<sup>nd</sup> Street Inlaid Striping, Project No. 16-012, 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 21, 2016** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 28, 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.

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 Two Hundred Thirty-One Thousand Five Hundred Seventy-Five Dollars (\$231,575.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule – Revised: June 17, 2016, included as Exhibit "B" (Addendum 1, Page 8, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety 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 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule - Revised: June 17, 2016 (Addendum 1, Page 8, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 - Site Construction, consisting of one (1) section.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Contract Drawings consisting of fourteen (14) drawing sheets, with each sheet bearing the following general title:

**2<sup>nd</sup> Street Inlaid Striping, Project No. 16-012**

- 8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.17 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.
- 8.18 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

Walton Tremblay III

CONTRACTOR:

Traffic Safety Services, Inc.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
**2<sup>nd</sup> Street Inlaid Striping**  
**Project No. 16-012**

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 21, 2016 and completed and ready for final payment not later than October 28, 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. <u>1</u>	Dated <u>JUNE 17, 2016</u>
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: \$ 236,075.00

TOTAL BASE BID, IN WORDS: TWO HUNDRED THIRTY SIX THOUSAND SEVENTY FIVE D.C. DOLLARS.  
*Two Hundred Thirty Six Thousand Five Hundred Seventy-Five*

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: Vince Slusker - Traffic Safety Services, LLC.  
250 N. American Rd  
Cheyenne, WY 82007

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 June 22, 2016.

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

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Traffic Safety Services, Inc (seal)  
(Corporation's or Limited Liability Company's Name)

North Dakota  
(State of Incorporation or Organization)

By: [Signature] (seal)  
President  
(Title)

(Seal)

Attest: [Signature]

Business Address: 1900 Northern Plains Drive  
Bismarck, ND 58504

Phone Number: 701-258-4770

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

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

**EXHIBIT "B"  
BID SCHEDULE**

**2<sup>nd</sup> Street Inlaid Striping  
PROJECT NO. 16-012  
June 22, 2016  
Revised: June 17, 2016**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 4000.00	\$ 4,000.00
2	F&I Temporary Traffic Control	LS	1	\$ 15,588.00	\$ 15,588.00
3	R&R 4" Solid White Lane Marking	LF	1,985	\$ 8.00	\$ 15,880.00
4	R&R 4"x10' Dash White Lane Marking	EA	440	\$ 80.00	\$ 35,200.00
5	R&R 2'x8' White Cross-Walk Bar Marking	EA	33	\$ 500.00	\$ 21,000.00 T.C. 16,500.
6	R&R White Left Turn Lane Arrow Marking	EA	41	\$ 725.00	\$ 29,725.00
7	F&I White Right Turn Lane Arrow Markings	EA	4	\$ 725.00	\$ 2,900.00
8	R&R 4"x2' Dash White Lane Marking	EA	22	\$ 16.00	\$ 352.00
9	R&R White "ONLY" Lane Marking	EA	2	\$ 725.00	\$ 1,450.00
10	R&R 4" Solid Yellow Lane Marking	LF	15,650	\$ 6.00	\$ 93,900.00
11	R&R 4"x10' Dash Yellow Lane Marking	EA	268	\$ 60.00	\$ 16,080.00
<b>TOTAL BASE BID</b>					\$ <del>236,075.00</del> T.C. 231,575.

• **BID IN WORDS:**

TWO HUNDRED THIRTY SIX THOUSAND SEVENTY FIVE

DOLLARS T.C. Two Hundred Thirty-One Thousand Five Hundred Seventy-Five Dollars

This bid submitted by: TRAFFIC SAFETY SERVICES, INC.  
(Individual, partnership, corporation, or joint venture name)

END OF BID SCHEDULE

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

2nd Street Inlaid Striping  
PROJECT NO. 16-012

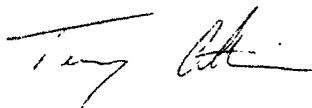
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: June 17, 2016

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

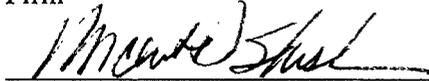
APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

TRAFFIC SAFETY SERVICES, INC.  
Firm



By: Signature

BRANCH MANAGER

Title

JUNE 17, 2016  
Date Received

**ADDENDUM NO. 1**

for the

**2ND STREET INLAID STRIPING  
PROJECT NO. 16-012**

for the

City of Casper, Wyoming

ADDENDUM DATE: June 17, 2016

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

**PRE-BID CONFERENCE**

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The pre-bid conference was held on June 15, 2016 at 2:00 p.m. in the City Hall PSD Conference Room. See attached for the sign-in sheet and for the meeting agenda and notes. The following items were discussed:

1. Introductions of the owner's representatives were made.
  - a. City of Casper Project Manager is Terry Cottenoir
  - b. Assistant Public Services Director is Pete Meyers.
  - c. Streets and Traffic Division Manager is Shad Rodgers.
2. Overview of Bid Procedures, Award Information, and Start of Construction
  - a. Bid Opening is June 22, 2016 at 2:00 p.m. in City Hall 1<sup>st</sup> Floor Lobby.
  - b. Award Date is July 19, 2016.
  - c. Notification of landowners and residents is required prior to construction.
  - d. Traffic Restrictions were discussed.
3. The intent of the project consists of the following items:
  - a. Removal and replacement of existing inlaid pavement markings on East 2<sup>nd</sup> Street from South Conwell Street to Southeast Wyoming Boulevard. Includes solid yellow, dashed yellow, solid white, dashed white, crosswalk bars, turn arrows and "ONLY" markings.
4. Meeting was adjourned for questions.

## BID DOCUMENTS

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### REPLACE:

- BID SCHEDULE with  
BID SCHEDULE attached dated June 17, 2016.

## PLAN SHEETS

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### REMOVE:

- PLAN SHEET 3 OF 14

Remove all crosswalk bars on East 2<sup>nd</sup> Street on the east side of South Conwell Street.

## ATTACHMENTS

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- PRE-BID CONFERENCE SIGN-IN SHEET
- PRE-BID CONFERENCE AGENDA AND NOTES
- BID SCHEDULE

End of Addendum No. 1



## PRE-BID MEETING

### **2<sup>nd</sup> Street Inlaid Striping June 15, 2016 2:00 p.m.**

ATTENDEES: Please sign in on the attendance sheet

PURPOSE:

Pre-bid meetings are recommended to familiarize bidders with requirements of the bidding documents and special requirements of the project. After the Pre-Bid meeting, a site tour may be made if requested.

GENERAL:

Minutes of the meeting will be taken to document the items discussed. After the pre-bid meeting, and a reasonable time before the bid opening, an addendum to all plan holders including a copy of the minutes, list of attendees and other addendum items will be issued. Complete bidding documents are available at the City of Casper's website at <http://www.casperwy.gov/cmsOne.aspx?portalId=63067&pageId=87224> and clicking the City of Casper Construction Projects – Bidding link or by visiting [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$10 by inputting Quest project #4394437 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Please contact Terry Cottenoir at 307-235-8341 if you have any questions.

MEETING AGENDA:

- I. Project Identification: **2<sup>nd</sup> Street Inlaid Striping, Project No. 16-012**  
Bid Opening: **June 22, 2016 at 2:00 p.m., Casper City Hall Lobby**
- II. Introduction
  - a. Terry Cottenoir – Engineering Technician II: (307) 235-8366; [tcottenoir@casperwy.gov](mailto:tcottenoir@casperwy.gov).
  - b. Pete Meyers – Assistant Public Services Director: (307) 235-8361; [pmeyers@casperwy.gov](mailto:pmeyers@casperwy.gov).
  - c. Shad Rodgers, Streets & Traffic Division Manager: (307) 235-8415; [srodgers@casperwy.gov](mailto:srodgers@casperwy.gov).
  - d. Monica DeLeon, Traffic Supervisor: (307) 235-8288; [mdeleon@casperwy.gov](mailto:mdeleon@casperwy.gov).
- III. Bid Procedures (see Standard Instructions to Bidders, IB-1 to IB-8):
  - a. Documents to include with bid:
    - Completed Standard Bid Bond (BB-1 to BB-2)
    - Completed Bid Schedule (BS-1)
    - Completed Standard Bid Form (BF-1 to BF-4)
    - Wyoming Residency Certificate (if applicable)
    - All Addendums, signed and dated
  - b. Residency Preference: Wyoming Residents will receive preference on the project (5%).

- c. Bid security required: Bid bond of 5% of total bid amount, on City of Casper forms. Bid bonds must be signed by a Wyoming Resident Agent.
- d. Type of Bid: Unit Price.
- e. How to submit: In a sealed envelope with the statement “BID ENCLOSED, 2<sup>nd</sup> Street Inlaid Striping, Project No. 16-012”. If mailed, the bid envelope described above shall be inside a second envelope.

IV. Award and Start of Construction:

Review with bidders the applicable portions of the Instructions To Bidders.

- a. All Bids not modified or withdrawn shall remain effective for 30 days after the day of the bid opening.
- b. Award Date: **July 19, 2016**
- c. Notice of Award to be mailed to Successful Bidder. Award Items to be submitted to Owner **within 30 days of Award Date (August 19, 2016):**
  - Signed and dated Notice of Award (see NOA - 1 to 2)
  - Fully executed Agreement ( see SFA-1 to SFA-6)
  - Performance and Payment Bonds (see SLMPB, SPB)
  - Fully executed Standard Joint Account Agreement (see SJAA-1 to SJAA-4) **OR** letter declining SJAA.
  - Certificate of Liability Insurance
  - Certification of Worker’s Compensation Coverage
  - Official Notice of Unemployment Insurance Coverage
  - Completed W-9 form, unless you have had a contract with the City of Casper in the last 12 months.
- d. Notice to Proceed: Once all of the above Award Items are received, a Notice to Proceed (see NTP-1) will be issued. Contractor shall sign, date and return the Notice to Proceed to Owner to indicate acknowledgement to proceed with construction.
- e. Preconstruction Meeting (see 01041, Section 1.01, Part A.): Contractor shall schedule a preconstruction conference to be held within twenty (20) days of the Notice of Award. Contractor’s assigned supervisory personnel and subcontractors shall attend this conference. Contractor shall provide a work schedule at or prior to this meeting for review by all parties. A corrected schedule shall be provided within seven (7) days following the meeting.
- f. Notification (see 01810, Section 1.05): At least one week prior to beginning construction operations, the Contractor shall notify all residents and landowners in the project area of the tentative schedule of construction activities that will affect the area. In order to alert residents who may be unavailable to move vehicles, the notification shall include the Contractor's schedule for performing the work in the area. The schedule shall include a time frame (range of dates) for which the application of inlaid striping will occur. Two weeks prior to construction operations, Contractor shall notify the City of Casper Engineering Department at 235-8341 as to the streets scheduled to be striped. One day prior to closing streets for the surface operations, the Contractor shall again notify all residents affected by construction activities, to insure removal of vehicles from streets that application of inlaid striping will occur. It is the Contractor’s responsibility to ensure that all vehicles are removed from the

streets to be striped prior to beginning the work. The notification shall be in a form of written posting, stating the date and time that striping will occur, delivered to each residence or business affected by the planned work in that particular area.

- g. Traffic Restrictions: The Contractor may close no more than ½ of the street for inlaid striping application while allowing one lane of traffic in each direction on the ½ of the street. Electronic message boards shall be placed at each end of on each street to be striped to notify the public of upcoming construction and recommending an alternate route one week prior to work beginning. All Traffic Control Plans shall be developed in accordance with the latest edition of the “Manual on Uniform Traffic Control Devices” as published by the Federal Highway Administration. The Contractor is responsible for obtaining and meeting all conditions of Traffic Control Permits.

h. Point of Contact:

- City of Casper: Terry Cottenoir, Engineering Technician II,  
tcottenoir@cityofcasperwy.com, (307) 235-8366.

V. Summary Scope of Work (see bidding documents for full scope):

**2<sup>nd</sup> Street Inlaid Striping**

- a. Removal and replacement of the existing inlaid pavement markings on East 2<sup>nd</sup> Street from South Conwell Street to Southeast Wyoming Boulevard. Includes solid yellow, dashed yellow, solid white, dashed white, crosswalk bar, turn arrows, and “ONLY” markings.

Adjourn for Questions

END OF AGENDA

Questions/Comments:

- Shad Rodgers mentioned that the brick cross walk at 2<sup>nd</sup> Street and Conwell Street will not require inlaid striping. This item will be addressed in an Addendum to the Contract and Bidding Documents.
- Pete Meyers asked about cure time of the pavement markings as it relates to lanes of traffic being closed. Once the markings are applied, it is the manufacturer’s recommendation that the markings are tamped. Once the marking is fully adhered, the road may be opened to traffic. Coordinating all traffic control will be discussed in further detail with the Contractor that the project is awarded to at the pre-construction meeting.

## Terry Cottenoir

---

**From:** Vince Slusher <vslusher@tssnd.com>  
**Sent:** Thursday, June 23, 2016 7:35 AM  
**To:** Terry Cottenoir  
**Subject:** RE: 2nd Street Inlaid Striping results

Mr. Cottenoir,

After reviewing the bid tabs and your email I notice the change in the quantity and thus the total bid price for line item 5. TSS will honor the unit price for the bid item and the changed quantity to the bid schedule. It was an oversight on my part and I apologize for any inconvenience caused.

Traffic Safety Services, Inc. looks forward to working with you and the City of Casper on this project.

Thank You,

Vince Slusher  
Branch Manager  
Traffic Safety Services, Inc.  
280 N. American Road  
Cheyenne, WY 82007  
phone: 307-433-1111  
Fax: 307-433-1119  
Cell: 307-287-0946

-----Original Message-----

**From:** Terry Cottenoir [<mailto:tcottenoir@casperwy.gov>]  
**Sent:** Wednesday, June 22, 2016 2:31 PM  
**To:** Vince Slusher  
**Subject:** RE: 2nd Street Inlaid Striping results

Mr. Slusher-

Please review your attached bid schedule. It appears that you did not update your total cost on Item #5 to reflect the change in units as described in Addendum #1. The total cost you provide on the bid schedule, \$21,000, is for 42 units, which was the original number of units, at the unit price of \$500. The total cost for the 33 units, which was presented in Addendum No. 1 and the revised bid schedule dated June 17, 2016, at the unit price of \$500 should be \$16,500. This change will reduce your total base bid amount from \$236,075 to \$231,575. The original bid amount was the low bid for the project, and the change in price will not affect that status. Please provide me a written statement acknowledging the mathematical error, and that you will honor your unit price for the number of units listed on the bid schedule. Once I receive this statement, I can proceed with drafting the award documents to be present to the Casper City Council on July 19, 2016.

Terry Cottenoir  
Engineering Technician  
City of Casper  
Phone: (307) 235-8366  
Fax: (307) 234-0709  
[tcottenoir@cityofcasperwy.com](mailto:tcottenoir@cityofcasperwy.com)

All City of Casper e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 et seq., and are subject to public disclosure pursuant to this Act.

-----Original Message-----

From: Vince Slusher [<mailto:vslusher@tssnd.com>]

Sent: Wednesday, June 22, 2016 2:07 PM

To: Terry Cottenoir

Subject: 2nd Street Inlaid Striping results

Mr. Cottenoir,

Can you please send the results for the 2nd Street striping project to me.

Thank You,

Vince Slusher  
Branch Manager  
Traffic Safety Services, Inc.

Sent from my iPhone

RESOLUTION NO. 16-183

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRAFFIC SAFETY SERVICES, INC., FOR THE 2ND STREET INLAID STRIPING, PROJECT NO. 16-012.

WHEREAS, the City of Casper desires to remove and replace the existing inlaid pavement markings on East 2<sup>nd</sup> Street from South Conwell Street to Southeast Wyoming Boulevard; and,

WHEREAS, Traffic Safety Services, Inc., is able and willing to provide those services specified as 2nd Street Inlaid Striping, Project No. 16-012; 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 Eighteen Thousand Four Hundred Twenty-Five Dollars (\$18,425.00) 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 Traffic Safety Services, Inc., for those services, in the amount of Two Hundred Thirty-One Thousand Five Hundred Seventy-Five Dollars (\$231,575.00).

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 Two Hundred Thirty-One Thousand Five Hundred Seventy-Five Dollars (\$231,575.00), and Eighteen Thousand Four Hundred Twenty-Five Dollars (\$18,425.00) for a construction contingency account, for a total project amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Eighteen Thousand Four Hundred Twenty-Five Dollars (\$18,425.00), 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:  
(2nd Street Inlaid Striping, Project No. 16-012)

*Walton Tremore*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Tracey L. Belser  
City Clerk

---

Daniel Sandoval  
Mayor

June 29, 2016

MEMO TO: V.H. McDonald, City Manager  
FROM: Liz Becher, Assistant City Manager/Community Development Director *eb*  
SUBJECT: Approving a Real Estate Purchase Agreement with Donald and Mary Hembree.

Recommendation:

That the City Council, by resolution, authorize the purchase of a parcel of property described as Hembree Addition 2, Lot 2, in the amount of Twenty Eight Thousand Four Hundred Forty Five Dollars (\$28,445.00).

Summary:

This site was proposed to be the landing for a pedestrian bridge which has been discussed to cross the North Platte River, in the future, and connect the trail system in Paradise Valley with the current, and future, trail system off of Robertson Road.

The parcel is 4,805 square feet in size. The City Engineering department has confirmed that the parcel is large enough to accommodate a bridge landing and the realignment of overhead power lines. City staff commissioned an appraisal of the property and negotiated the market value for the land to \$5.92/square foot for a total purchase price of \$28,445.00.

A property rendering is attached for illustration purposes.

City staff is recommending that the City Council approve the purchase of the real property to support the proposed pedestrian bridge. Funding for this purchase will come from FY16 Pathway Improvements.

The Purchase Agreement and Resolution are prepared for Council's consideration.

# Hembree Addition No. 2, Lot 2



## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between The Donald and Mary Hembree Family Trust, dated October 23<sup>rd</sup>, 1996, 2671 South Robertson Road, Casper, Wyoming 82604, hereinafter referred to as “Seller”, whether one or more, and the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as “Buyer”.

### **RECITALS**

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

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

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

### **ARTICLE I: DESCRIPTION OF PROPERTY**

Seller hereby agrees to sell and convey to Buyer pursuant to the terms of this Agreement, the following described real property:

Lot 2, Hembree Addition No. 2, in the City of Casper, Natrona County, Wyoming.

### **ARTICLE II: PURCHASE PRICE AND CLOSING COSTS**

Buyer agrees to pay to Seller and Seller agrees to accept from Buyer in full payment for the real property described in Article I above, the total sum of Twenty Eight Thousand Four Hundred Forty Five Dollars (\$28,445) at closing.

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

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

Buyer agrees to pay and be solely responsible for the cost of the recording of the warranty deed with the Natrona County Clerk as provided for in this Agreement.

The Seller and Buyer further agree to split the cost, equally between them for American Title Agency, 131 W. 1<sup>st</sup> Street, Casper, Wyoming, to serve as the closing agent for this transaction.

### **ARTICLE III: WARRANTY DEED**

Seller hereby agrees to convey to Buyer at closing a warranty deed conveying to Buyer all of Seller's right, title and interest in and to the real property described in Article I above, free and clear of all liens and encumbrances, except easements, restrictive covenants and reservations of record.

### **ARTICLE IV: TAXES AND INSURANCE**

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

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

## **ARTICLE V: POSSESSION AND CLOSING**

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

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

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

The parties agree that this Agreement shall be closed on the 14th day of July, 2016 at 10:00 o'clock, AM, at the office of the American Title Agency, 315 West 1<sup>st</sup> Street, Casper, Wyoming, or such other place as agreed to in writing between the parties.

## **ARTICLE VI: TITLE INSURANCE**

Seller agrees to furnish, at Buyer's expense, a current commitment for an Owner's title insurance policy through the American Title Agency in an amount equal to the purchase price, showing merchantable title in Seller of the real property described in Article I above. Seller agrees to deliver the title insurance commitment to Buyer no later than July 7th, 2016 and to further deliver the title insurance policy to Buyer without unreasonable delay after closing.

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

Buyer shall be deemed to have waived such defect. Seller shall pay the full premium for such Owner's title insurance policy.

#### **ARTICLE VII: WARRANTIES**

Except as provided in Article VIII below, Buyer hereby states that it has personally inspected the premises and the real property being sold herein, including all improvements, attachments, and fixtures thereof and hereby enters into this Agreement solely upon the basis of Buyer's own visual inspection and investigation of said premises. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer states that upon Buyer's acceptance of the inspections as provided in Article VIII below, and closing on the purchase of the real property described above, it is purchasing the real property, improvements, and fixtures contained thereon "AS IS".

SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT EXCEPT AS TO GOOD AND MERCHANTABLE TITLE IN THE SELLER AND THAT NO WORK HAS BEEN PERFORMED ON THE REAL PROPERTY THAT WILL, OR COULD RESULT IN THE FILING OF A CONTRACTOR'S LIEN AGAINST SAID PROPERTY.

#### **ARTICLE VIII: INSPECTIONS**

Buyer, at its cost, may secure a survey verifying the location and legal description of the property and other engineering and technical studies of the property.

In order to facilitate such inspections, Seller hereby agrees to allow Buyer access to the property being sold hereby at all reasonable times prior to closing.

The parties agree and understand that the Buyer shall have the unequivocal right to rescind, cancel, and terminate this agreement in its sole discretion without liability to the Seller upon written notice thereof to the Seller after conducting the inspection of the real property. Upon the giving of such notice, this agreement shall terminate and be of no further force or effect between the parties hereto. In the event, for whatever reason, the inspections can not be completed by the date of closing set forth herein, the Parties agree

to continue the closing for a reasonable period of time not to exceed sixty days in order to allow for the completion of said inspection.

#### **ARTICLE IX: RISK OF LOSS**

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

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

#### **ARTICLE X: ASSIGNMENT OF LEASES**

The parties agree and understand that no portions of the real property described in Article I above have been leased to third parties.

#### **ARTICLE XI: PERSONAL PROPERTY**

Any property remaining on the real property after said date shall become the sole and separate property of the Buyer.

#### **ARTICLE XII: CONTRACTOR'S LIENS**

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

Seller further agrees not to authorize or otherwise incur any expenses for construction on or repair of the real property set forth in Article I after the execution of

this Agreement without notifying the Buyer, in writing, and obtaining written consent for any such construction or repairs from the Buyer.

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

#### **ARTICLE XIII: DEFAULT AND REMEDY PROVISIONS**

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

#### **ARTICLE XIV: GENERAL AGREEMENTS OF THE PARTIES**

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

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

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

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

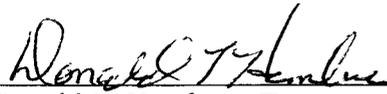
This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other party at the other party's address as stated and

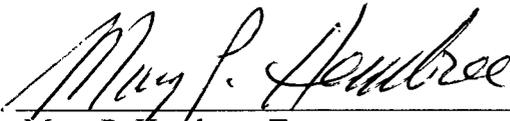
set forth above, or such other address specified in writing by either party to the other party by United States First Class, Certified Mail, Return Receipt Requested.

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

SELLER

  
\_\_\_\_\_  
Donald L. Hembree, Trustee

SELLER

  
\_\_\_\_\_  
Mary P. Hembree, Trustee

Approved as to Form:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING,  
A Municipal Corporation, "BUYER"

\_\_\_\_\_  
Daniel Sandoval, Mayor



RESOLUTION NO. 16-184

A RESOLUTION AUTHORIZING A "REAL ESTATE PURCHASE AGREEMENT" AND OTHER NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY FROM THE DONALD AND MARY HEMBREE FAMILY TRUST, DATED OCTOBER 23<sup>RD</sup>, 1996.

WHEREAS, The Donald and Mary Hembree Family Trust, dated October 23<sup>rd</sup>, 1996, owns Lot 2, Hembree Addition No. 2, Natrona County, Wyoming; and,

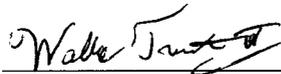
WHEREAS, the City of Casper desires to purchase, and The Donald and Mary Hembree Family Trust, dated October 23<sup>rd</sup>, 1996, is willing to sell said real property to the City under the terms and conditions of a Real Estate Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING THAT: the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Real Estate Purchase Agreement with Donald and Mary Hembree Family Trust, dated October 23<sup>rd</sup>, 1996, for the purchase of the above described real property under the terms and conditions set forth therein.

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2016.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Daniel Sandoval  
Mayor

July 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: County Plat Approval, Fullspeed Subdivision

Recommendation:

That Council, by resolution, approve the Fullspeed Subdivision, located in unincorporated Natrona County, generally northwest of the Casper Events Center.

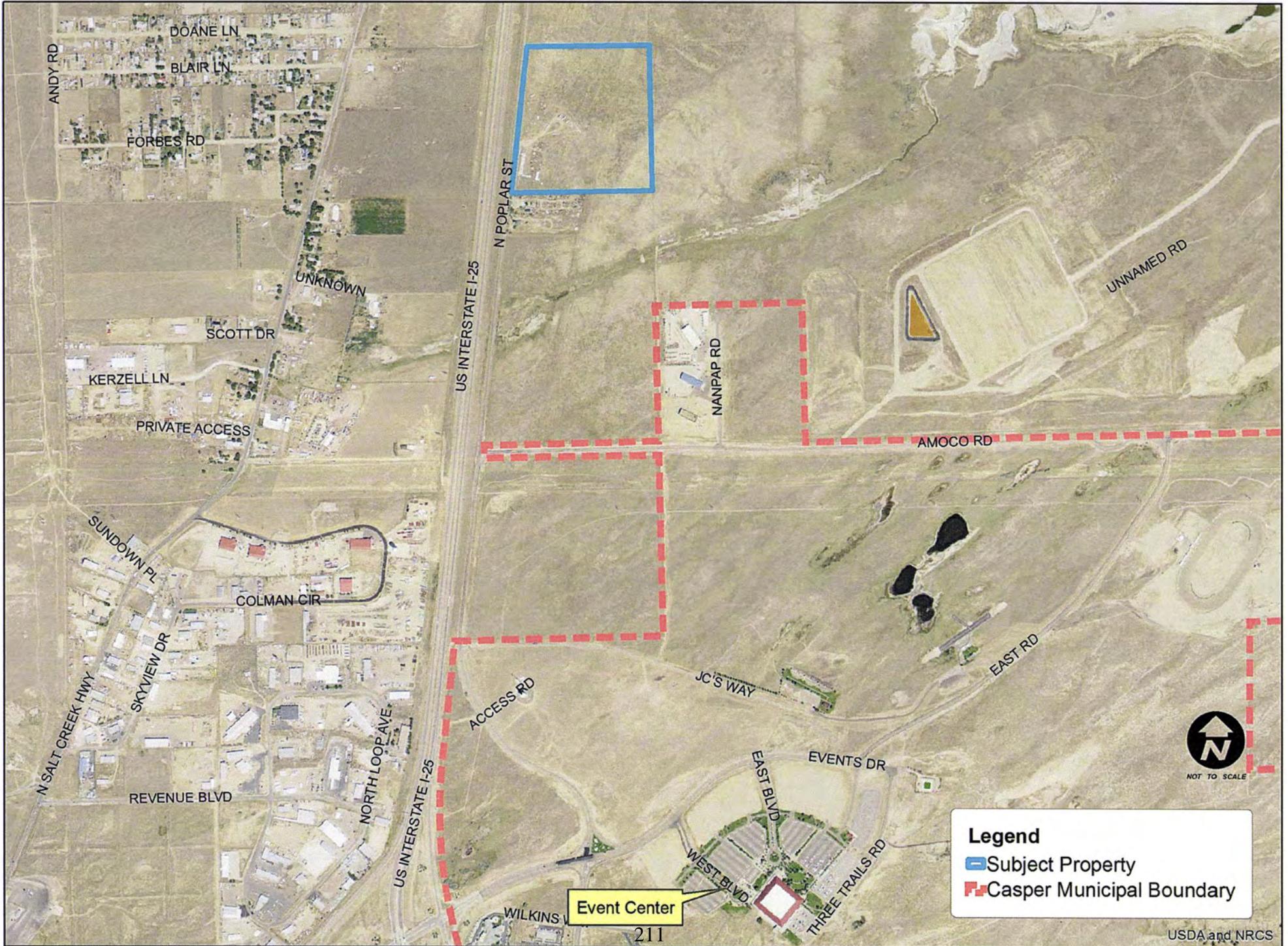
Summary:

Pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed in a manner that is consistent with the standards and specifications of the municipality. As growth occurs, and county subdivisions on the fringes are absorbed, problems can occur when those subdivisions are not designed according to the minimum standards of the municipality.

Application has been made by Fullspeed Service, LLC for County plat approval of the proposed Fullspeed Subdivision, encompassing approximately 34.88-acres, more or less. The proposed Fullspeed Subdivision is located north of Amoco Road, and east of North Poplar Street and Interstate 25. Fullspeed Subdivision consists of six (6) new lots and a street, "Fullspeed Circle." The property will be serviced by Casper water; however, no sewer infrastructure is in place in the area, so the lots will be permitted to utilize septic systems, pursuant to County Health Department rules and regulations. Once sewer service is available within three hundred (300) feet, property owners are required to tie into public sewer. City staff requested the extension of a sixty (60) foot wide public access easement from Fullspeed Circle to the eastern boundary of the property to allow future access to the property to the east. In that the property is being served with City water service, the Public Utilities Division requires the applicant to execute a commitment to annex in which the applicant and all subsequent owners of the property cannot oppose annexation at such time as the property becomes contiguous with the City limits and the City requests it. The right-of-way widths are all sixty (60) feet, which is consistent with City standards and will allow for the construction of standard City streets, including curb, gutter and sidewalk, in the future.

A resolution has been prepared for Council's consideration, authorizing the Mayor to sign the plat creating the Fullspeed Subdivision.

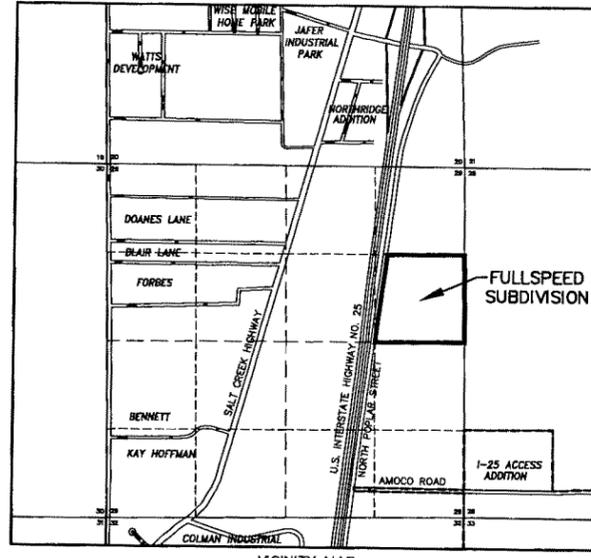
# Fullspeed Subdivision



**Legend**

- Subject Property
- Casper Municipal Boundary

Event Center



FINAL PLAT OF  
**"FULLSPEED SUBDIVISION"**  
 A REPLAT AND SUBDIVISION OF  
 FULLSPEED SIMPLE SUBDIVISION  
 AND BEING A PORTION OF  
 THE SE1/4NE1/4, SECTION 29  
 TOWNSHIP 34 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING

**CERTIFICATE OF DEDICATION**

FULLSPEED SERVICE, LLC, hereby certify that they are the owners and proprietors of the foregoing replat and subdivision of Fullspeed Simple Subdivision, located in and being a portion of the SE1/4NE1/4, Section 29, Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said SE1/4NE1/4, Section 29; thence from said Point of Beginning and along the easterly line of said Parcel and SE1/4NE1/4, Section 29, S.0°37'02"E., 1294.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and parallel to the southerly line of said SE1/4NE1/4, Section 29 as measured 20 feet northerly and perpendicular therefrom, S.89°44'45"W., 1257.21 feet to the southeasterly corner of said Parcel and a point in and intersection with the easterly line of North Poplar Street; thence along the westerly line of said Parcel and the easterly line of said North Poplar Street, N.6°44'39"E., 1304.93 feet to the northwesterly corner of said Parcel and a point in and intersection with the northerly line of said SE1/4NE1/4, Section 29; thence along the northerly line of said Parcel and SE1/4NE1/4, Section 29, N.89°48'38"E., 1090.02 feet to the Point of Beginning and containing 34.88 acres, more or less.

The replat and subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "FULLSPEED SUBDIVISION" and all streets and Public Access Easements as shown hereon are hereby dedicated to the public and utility easements as shown hereon are hereby reserved for the purposes of access, construction, operation and maintenance of utility lines, conduits, ditches and drainage

FULLSPEED SERVICE, LLC  
 P.O. Box 2838  
 Cody, Wyoming 82414

JOSEPH CORD, MANAGING MEMBER OF FULLSPEED SERVICE, LLC

**ACKNOWLEDGMENT**

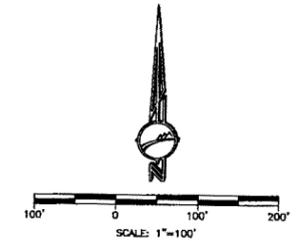
I, \_\_\_\_\_, Notary Public for the State of Wyoming) ss  
 County of Natrona) ss  
 The foregoing instrument was acknowledged before me by Joseph Cord, Managing Member of Fullspeed Service, LLC on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

**APPROVALS**

APPROVED: Board of County Commissioners of Natrona County, Wyoming by Resolution passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
 Attest: \_\_\_\_\_  
 County Clerk Board Chairman  
 APPROVED: City Council of the City of Casper, Wyoming by Resolution No. \_\_\_\_\_ duly passed, adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
 Attest: \_\_\_\_\_  
 City Clerk Mayor  
 INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
 \_\_\_\_\_  
 County Planner  
 INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
 \_\_\_\_\_  
 County Surveyor  
 INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
 \_\_\_\_\_  
 County Health Department

VICINITY MAP  
 NOT TO SCALE



PLAT CLOSURE RATIO; EXCEEDS 1:100,000

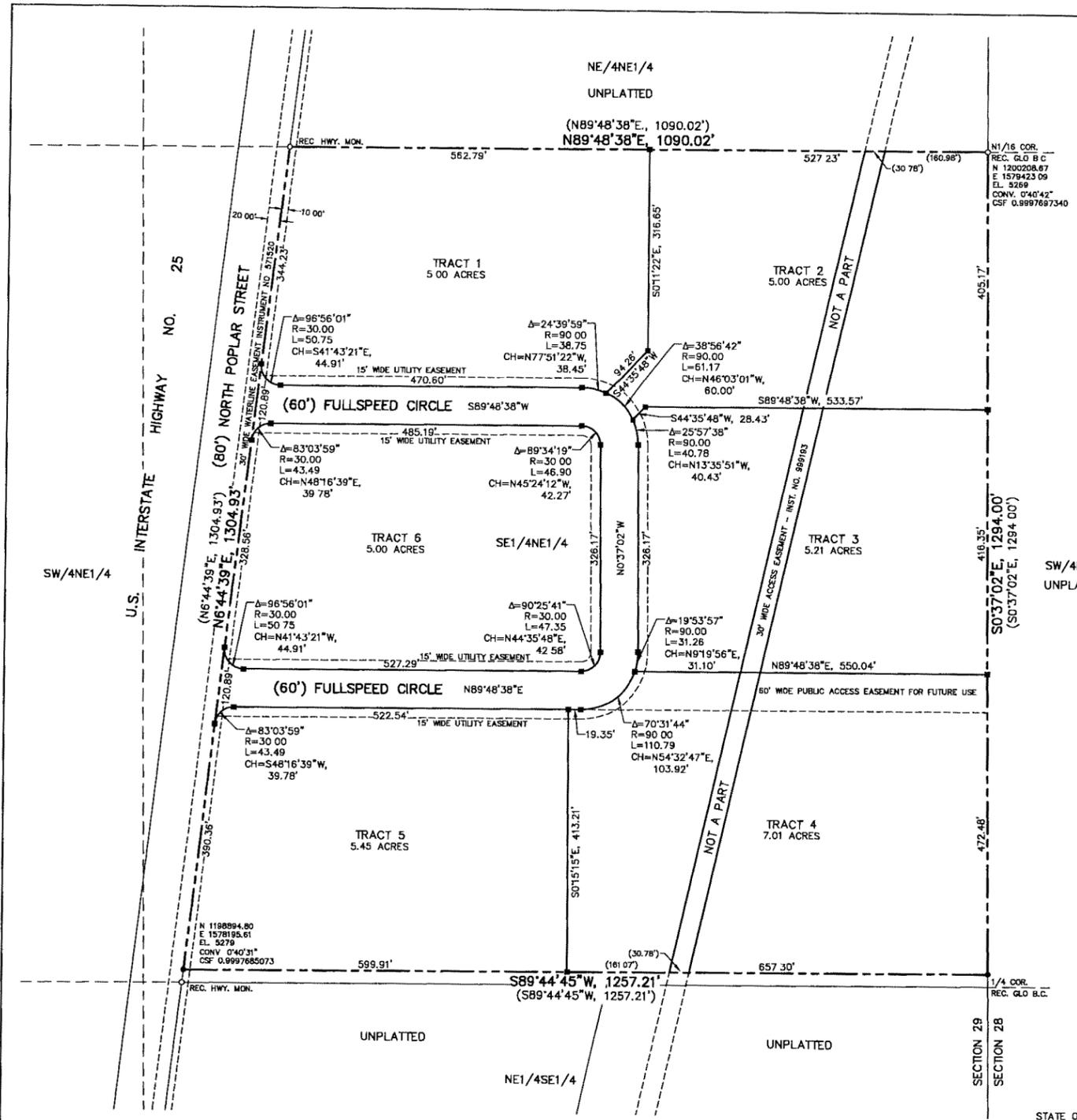
DATUM:  
 GROUND DISTANCE - U.S. SURVEY FOOT  
 BASIS OF BEARING - GEODETIC BASED ON GPS  
 COORDINATES REFER TO CITY OF CASPER GIS DATUM,  
 WYOMING STATE PLANE COORDINATES, EAST CENTRAL  
 ZONE, NAD83/85.

**CERTIFICATE OF SURVEYOR**

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

Wyoming Registration No. 6010 P.L.S. \_\_\_\_\_

Subscribed in my presence and sworn to before me by Steve M. Castle this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
 My commission expires: \_\_\_\_\_  
 Notary Public



- NOTES:
1. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
  2. NO PUBLIC MAINTENANCE OF PUBLIC ROADS - NATRONA COUNTY NOT RESPONSIBLE FOR MAINTENANCE OF PUBLIC SUBDIVISION ROADS.

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



RESOLUTION NO. 16-185

A RESOLUTION APPROVING A NATRONA COUNTY PLAT,  
"FULLSPEED SUBDIVISION"

WHEREAS, application has been made for County subdivision approval of the Fullspeed Subdivision, comprising 34.88-acres, more or less, and creating six (6) lots; and,

WHEREAS, pursuant to W.S. § 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

WHEREAS, the Fullspeed Subdivision is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the Fullspeed Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving and authorizing the Mayor to sign the plat of the Fullspeed Subdivision.

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 27, 2016

TO: V.H. McDonald, City Manager  
FROM: William C. Luben, City Attorney *W.C.L.*  
RE: Assignment of the “Wold Parking Space Lease” from the City to the Downtown Development Authority.

Recommendation:

That Council, by resolution, authorize an assignment of the “Wold Parking Space Lease” from the City to the Downtown Development Authority.

Summary:

The Downtown Development Authority (the “DDA”) is developing a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper. In order to develop this project, the DDA acquired the following described land from Wold Bros. Inc., the ownership of which has been deeded to the City:

The E½ of Lots 1, 2, 3 and 4, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the “Wold Property.”

The Wold Property has since been leased back to the DDA by the City for the development of the public plaza. The acquisition of the Wold Property by the DDA was contingent upon the City agreeing to lease to Wold Bros. Inc. the eastern most ten (10) parking spaces located in Lot 6, Block 1, in the City of Casper, being a portion of a parking lot owned by the City. The lease of these spaces was to make up for parking spaces that Wold Bros. Inc. would lose by selling the Wold Property to the DDA for the plaza development. This lease is known as the “Wold Parking Space Lease.”

In order to consolidate the operations and maintenance of the public plaza, the City had previously agreed with the DDA to assign the “Wold Parking Space Lease” to the DDA upon the DDA purchasing, and conveying the Wold Property to the City.

The Wold Property has now been conveyed by the DDA to the City, and the City needs to assign its interest in the “Wold Parking Space Lease” to the DDA pursuant to the prior agreements between the DDA and the City, excepting from this assignment the reservations in favor of the City as set forth in said lease.

A resolution and an “Assignment of Wold Parking Space Lease” have been prepared for Council’s consideration.

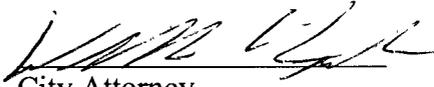
**ASSIGNMENT OF WOLD PARKING SPACE LEASE**

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, as "Assignor," for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns the Assignor's right, title, and interest in and to the "Wold Parking Space Lease" entered into by and between the Assignor (as "Lessor") and Wold Bros. Inc. (as "Lessee"), dated April 12<sup>th</sup>, 2016, to the Downtown Development Authority, the "Assignee," (also known as the Casper Downtown Development Authority), 341 West Yellowstone, Casper, Wyoming 82601. PROVIDED HOWEVER, the Assignor hereby excepts from this assignment and reserves unto the Assignor all reservations in favor of the Assignor as the Lessor in said lease.

The "Wold Parking Space Lease" having leased the following described real property from the Assignor to Wold Bros. Inc.:

The eastern most ten (10) parking spaces located on Lot 6, Block 1, in the City of Casper, Wyoming.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

CITY OF CASPER, WYOMING,  
A Municipal Corporation

By: \_\_\_\_\_  
Daniel Sandoval, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WYOMING     )  
                                          ) ss.  
COUNTY OF NATRONA    )

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



RESOLUTION NO. 16-186

A RESOLUTION APPROVING AN ASSIGNMENT OF THE WOLD PARKING SPACE LEASE TO THE DOWNTOWN DEVELOPMENT AUTHORITY.

WHEREAS, the Downtown Development Authority (the "DDA") is developing a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper. In order to develop this project, the DDA acquired the following described land from Wold Bros. Inc., the ownership of which has been deeded to the City:

The E½ of Lots 1, 2, 3 and 4, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "Wold Property;" and,

WHEREAS, the Wold Property has since been leased back to the DDA by the City for the development of the public plaza; and,

WHEREAS, the acquisition of the Wold Property by the DDA was contingent upon the City agreeing to lease to Wold Bros. Inc. the eastern most ten (10) parking spaces located in Lot 6, Block 1, in the City of Casper, being a portion of a parking lot owned by the City, the lease of these spaces through the "Wold Parking Space Lease" was to make up for parking spaces that Wold Bros. Inc. would lose by selling the Wold Property to the DDA for the plaza development; and,

WHEREAS, in order to consolidate the operations and maintenance of the public plaza, the City had previously agreed with the DDA to assign the "Wold Parking Space Lease" to the DDA upon the DDA purchasing, and conveying the Wold Property to the City; and,

WHEREAS, as the Wold Property has now been conveyed by the DDA to the City, the City needs to assign its interest in the "Wold Parking Space Lease" to the DDA pursuant to the prior agreements between the DDA and the City, excepting from this assignment the reservations in favor of the City as set forth in said lease.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, an "Assignment of Wold Parking Space Lease" to the Downtown Development Authority pursuant to the terms and conditions of said assignment.

Assignment of "Wold Parking Space Lease" to Downtown Development Authority

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 29, 2016

MEMO TO: V.H. McDonald, City Manager  
FROM: Liz Becher, Assistant City Manager   
SUBJECT: Resolution Authorizing Letter of Support for Casper/Natrona County International Airport's Application to Reorganize Foreign-Trade Zone

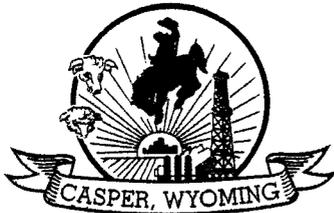
Recommendation:

That Council, by resolution, authorize the Mayor to sign a letter of support for the Casper/Natrona County International Airport's application to reorganize Foreign-Trade Zone #157 under the Alternative Site Frameworks.

Summary:

The Casper/Natrona County International Airport is submitting an application to reorganize the Foreign-Trade Zone #157 under the Alternative Site Framework. The airport's ability to establish a Usage-Driven Site/Subzone anywhere within Natrona County within 30 days, without charge, will be a significant improvement for businesses over the current 5-month subzone application procedure and \$4,000-\$6,500 fee. To remain competitive in today's economy requires speed and flexibility; the Alternative Site Framework designation should make a material contribution to economic development efforts throughout the county.

A resolution authorizing the Mayor to sign the letter of support has been prepared for Council's consideration.



OFFICE OF THE MAYOR

# CITY OF CASPER

200 NORTH DAVID STREET  
CASPER, WYOMING 82601-1815  
PHONE (307) 235-8224  
FAX: (307) 235-8313  
www.cityofcasperwy.com

June 2, 2016

Mr. Andrew McGilvray  
Executive Secretary  
Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Ave., NW  
Room 21013  
Washington, DC 20230

Dear Mr. McGilvray:

I am writing in support of Casper/Natrona County International Airport's application to reorganize Foreign-Trade Zone #157 under the Alternative Site Framework.

The airport's ability to establish a Usage-Driven Site/Subzone anywhere within Natrona County within 30 days, without charge, will be a significant improvement for businesses over the current 5-month subzone application procedure and \$4,000-\$6,500 fee. To remain competitive in today's economy requires speed and flexibility; the Alternative Site Framework designation should make a material contribution to economic development efforts throughout the county.

I strongly support Casper/Natrona County International Airport's reorganization application and would appreciate the Foreign-Trade Zones Board's swift action to approving the reorganization of FTZ#157.

Sincerely,

Daniel Sandoval  
Mayor

RESOLUTION NO. 16-187

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE CASPER/NATRONA COUNTY INTERNATIONAL AIRPORT'S APPLICATION TO REORGANIZE THE FOREIGN-TRADE ZONE #157 UNDER THE ALTERNATIVE SITE FRAMEWORK.

WHEREAS, Casper/Natrona County International Airport is applying to reorganize Foreign-Trade Zone #157 under the Alternative Site Framework; and,

WHEREAS, the airport's ability to establish a usage-driven site/subzone anywhere within Natrona County within 30 days, without charge, will be a significant improvement for businesses over the current five (5) month subzone application procedure and the Four Thousand to Six Thousand, Five Hundred (\$4,000-\$6,500) dollar fee; and,

WHEREAS, to remain competitive in today's economy requires speed and flexibility and the Alternative Site Framework designation should make a material contribution to economic development efforts throughout the County, and,

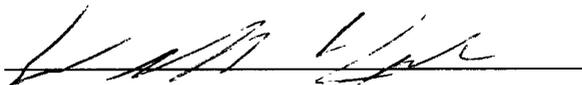
WHEREAS, the City desires to encourage the Casper/Natrona County International Airport's efforts to reorganize under the Alternative Site Framework.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign a letter of support for the Casper/Natrona County International Airport's application to reorganize Foreign-Trade Zone #157 under the Alternative Site Framework.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM:

(Letter of Support for Casper/Natrona County International Airport's Application)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Daniel Sandoval  
Mayor

June 13, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Approval of Letter to the State Building Commission regarding the proposed State parking lot in the Old Yellowstone District

Recommendation:

That Council, by minute action, authorize the Mayor to sign a Letter to the State Building Commission regarding the proposed State parking lot in the Old Yellowstone District (OYD).

Summary:

The State is interested in purchasing approximately six acres which is located along West Midwest Avenue in the OYD from the City for a proposed state parking lot which is to be constructed along with a new state office building in this District.

The State is proposing that this land be sold to the State at a deep discount from its current fair market value. During the discussions for the development of this project, Building Commission staff has been informed, in good faith, that the parking lot would have to be available to the general public for its use after the close of the State's business each day as well as on weekends. It is not tenable for the City to sell this asset to the State at such a deep discount and not have it available to the general public when it would otherwise be standing vacant.

It is imperative that the City be able to provide appropriate parking infrastructure in this District so that other properties in this area can be developed into tax-generating uses. Local entrepreneurs in the OYD have invested their own money into business initiatives, and have generated property and sales tax revenues that are enjoyed by not only the City, but also the State. Shared parking is a critical equation in the continued success of their business, and the future investment by others in the redevelopment of this area.

The Letter for the Mayor's signature has been prepared for Council's consideration.



OFFICE OF THE MAYOR

# CITY OF CASPER

200 NORTH DAVID STREET  
CASPER, WYOMING 82601-1815  
PHONE (307) 235-8224  
FAX: (307) 235-8313  
[www.cityofcasperwy.com](http://www.cityofcasperwy.com)

July 5, 2016

Governor Matthew H. Mead  
Chairman  
Wyoming State Building Commission  
200 West 24th Street  
Cheyenne, Wyoming 82002

RE: Proposed State parking lot in Casper's Old Yellowstone District

Dear Governor Mead:

The Casper City Council desires to restate the City's position regarding the use of the proposed state parking lot in Casper's Old Yellowstone District (OYD) which is to be constructed along with a new state office building in this District.

The Casper City Council remains extremely supportive of the plans to build a new state office building at the proposed location in this District. Even in light of the budgetary challenges facing both the City and the State, the City continues to pursue economic development opportunities whenever/wherever they are presented.

The State is interested in purchasing approximately six acres which is located along West Midwest Avenue in the OYD from the City for this project. The OYD redevelopment area continues to be a bright spot in the City's local economy. Entrepreneurs are purchasing property, building new businesses, employing people, and adding to our local property and sales tax revenues. The City has worked diligently to support this business growth with appropriate planning, infrastructure upgrades, and policy initiatives.

The State is proposing that this land be sold to the State at a deep discount from its current fair market value. During the discussions for the development of this project, Building Commission staff has been informed, in good faith, that the parking lot would have to be available to the general public for its use after the close of the State's business each day as well as on weekends. It is not tenable for the City to sell this asset to the State at such a deep discount and not have it available to the general public when it would otherwise be standing vacant.

This has been a constant theme in the dialogues regarding this project. It is imperative that the City be able to provide appropriate parking infrastructure in this District so that other properties in this area can be developed into tax-generating uses. Local entrepreneurs in the OYD have

Governor Matthew H. Mead  
July 5, 2016  
Page 2

invested their own money into business initiatives and have generated property and sales tax revenues that are enjoyed by not only the City, but also the State. Shared parking is a critical equation in the continued success of their business, and the future investment by others in the redevelopment of this area.

The sentiment of the Casper City Council is that the sale of the land by the City to the State for this project must be premised on the joint use of the parking lot by the State for its employees and by the general public when it is not being used by state employees.

The Casper City Council fully appreciates the importance of this project in Casper. This project is consistent with the sound development needs and master plans of the City, and there will be substantial service benefits to the State through the consolidation of the many agencies/buildings across the community.

The City would like to continue good faith negotiations for the sale of the Midwest property to the State with the shared parking provision. City representatives will be in attendance at the State Building Commission meeting on July 13<sup>th</sup> meeting if you would like to visit further.

Yours truly,  
  
Daniel Sandoval, Mayor  
City of Casper, Wyoming

- cc: Wyoming State Secretary of State, Ed Murray  
Wyoming State Auditor Cynthia Cloud  
Wyoming State Treasurer Mark Gordon  
Wyoming State Superintendent Jillian Balow  
State Senator Drew Perkins  
State Senator Phil Nicholas  
State Representative Tim Stubson  
State Representative Dan Zwonitzer  
Mel Muldrow, SBC Secretary  
V.H. McDonald, City Manager  
William C. Luben, City Attorney  
Casper City Council  
Liz Becher, Assistant City Manager/Community Development Director  
Ian Catellier, Project Manager – Department of A & I Construction Management

July 5, 2016

MEMO TO: V.H. McDonald, City Manager  
FROM: Liz Becher, Assistant City Manager   
SUBJECT: Natrona County Travel and Tourism Board Appointment

Recommendation:

That Council, by minute action, authorize the appointment of Kevin Hawley to the Natrona County Travel and Tourism Council's Board of Directors.

Summary:

The Casper Area Convention & Visitors Bureau advertised for Board applicants three (3) times in the Casper Star Tribune. They received four (4) applications from well-qualified candidates. After extensive discussion, the Tourism Board supports the appointment of Mr. Hawley due to his experience within the tourism industry.

Mr. Hawley would be appointed to one, three (3) year term for the seat vacated by Glen Januska. The term will end June 30, 2019. Mr. Hawley would be eligible to apply for reappointment at the end of this term.



June 28, 2016

Casper City Council  
200 N. David Street  
Casper, WY 82601

To the Honorable Mayor Sandoval and Casper City Council Members,

On behalf of myself and the Natrona County Travel and Tourism Council, I'm writing today to ask that the City of Casper please consider appointing Kevin Hawley, CEO of the Downtown Development Authority, to the Natrona County Travel and Tourism Council.

Per Council's request, the Casper Area Convention & Visitors Bureau advertised the open position in the Casper Star-Tribune Sunday, June 12<sup>th</sup>, Wednesday, June 15<sup>th</sup>, and Sunday, June 19<sup>th</sup>. We received 4 applications from well-qualified candidates. After extensive discussion, our organization believes Mr. Hawley is a solid candidate who will help move our mission forward. Mr. Hawley's experience within the tourism industry is highly valued by myself and the remaining Council members.

If you agree to appoint Mr. Hawley to a 3-year term, please complete and return the attached appointment form to our office at your earliest convenience. Feel free to contact me if you would like additional information or have questions.

Sincerely,

A handwritten signature in black ink that reads "Brook Kreder". The signature is fluid and cursive.

Brook Kreder, CEO  
Casper Area Convention & Visitors Bureau  
307-234-5362  
[Brook@VisitCasper.com](mailto:Brook@VisitCasper.com)



**NATRONA COUNTY TRAVEL AND TOURISM COUNCIL  
CASPER AREA CONVENTION AND VISITORS BUREAU  
139 West 2<sup>nd</sup> Street, Suite 1B ~ Casper, Wyoming 82601**

The Joint Powers Agreement establishing the Natrona County Travel and Tourism Council was entered into by and between Natrona County, City of Casper, Town of Evansville, Town of Mills, Town of Bar Nunn, Town of Edgerton, and Town of Midwest, hereinafter collectively referred to as "Participating Agencies".

The Natrona County Travel and Tourism Council shall consist of nine (9) members, all of whom shall be residents of Natrona County, Wyoming.

Each Participating Agency shall appoint one (1) member, except the City of Casper and Natrona County, who shall each appoint two (2) members. The majority of the Board membership shall consist of representatives of the travel and tourism industry.

Appointments for a full term shall be for three (3) years. Board members may be reappointed upon mutual agreement. The respective Participating Agency shall make appointments to fill unexpired terms of retiring board members. All board appointments shall be subject to revocation by the Participating Agency making such appointment.

This is to certify that by action of the City Council of the

**City of Casper, Wyoming**

taken on July 5, 2016 (Date)

Kevin Hawley (Name)

is appointed to serve on the Natrona County Travel and Tourism Council for a three-year term, July 1, 2016 through June 30, 2019.

**CITY COUNCIL OF THE  
CITY OF CASPER, WYOMING**

\_\_\_\_\_  
Daniel Sandoval, Mayor

ATTEST:

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

\_\_\_\_\_  
(Date)