

REGULAR COUNCIL MEETING
 Tuesday, July 19, 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.

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|--------------------------------|
| Council Goals Scorecard |
| <i>Actions since 5/5/2015</i> |
| 23 |
| 154 |
| 60 |

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 5, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 16, 2016
4. CONSIDERATION OF BILLS AND CLAIMS
5. WYOMING ASSOCIATION OF MUNICIPALITIES 2016 COMMUNITY HERO AWARD – PLATTE RIVER REVIVAL
6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish August 2, 2016, as the Public Hearing Date for Consideration of:
 - a. Sale of City-owned Property to the State of Wyoming.

7. PUBLIC HEARING

A. Ordinance

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

8. THIRD 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.**

| 2015 Goals | | |
|------------|----------------|------------|
| Downtown | Infrastructure | Recreation |
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8. THIRD READING ORDINANCES (continued)

A. Consent

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

9. RESOLUTIONS

A. Consent

1. Authorizing a Lease Agreement between the City of Casper and **Mountain Sports**, for the Operation of Ski and Snowboard Equipment Rental, for the 2016-2017 Ski Season, at the **Hogadon Ski Area.**
2. Authorizing a Contract, Fiscal Year 2016-2017, with the **Casper Area Transportation Coalition**, for the **Provision of Subsidized Fares to Low-Income Residents**, in an Amount not to Exceed \$35,000, Funded by Community Development Block Grant (CDBG).
3. Authorizing Agreement with **71 Construction, Inc.**, in the Total Amount of \$291,920, for the **Washington Park Bleachers Project.**
4. Authorizing Agreement to **Assume Ownership, Operation, and Maintenance Responsibility** of the **Water Distribution System for Home Depot USA, Inc.**, Store #6001, and Accompanying Access and **Waterline Easement.**
5. Authorizing Agreement with **Caspar Building Systems, Inc.**, in the Amount of \$575,000, for the **Casper Events Center Storage Building Project.**
6. Authorizing General Service Contract with **Rocky Mountain Power**, in the Amount of \$7,895, for the New **Water Storage Tank** Located at 2992 Southeast Wyoming Boulevard.
7. Authorizing General Service Contract with **Rocky Mountain Power**, in the Amount of \$4,723, for the **New Water Pumping Station** Located Near the Existing Manor Heights Water Storage Tanks.
8. Authorizing a Professional Services Agreement between the City of Casper and **Health Solution Services, Inc. d/b/a Interactive Health** for the Administration of the 2016 **City of Casper Employee Biometric Screenings.**

| 2015 Goals | | |
|------------|----------------|------------|
| Downtown | Infrastructure | Recreation |
| | | |
| | | X |
| | X | X |
| | X | |
| | X | |
| | X | |
| | X | |
| | | |

| 2015 Goals | | |
|------------|----------------|------------|
| Downtown | Infrastructure | Recreation |
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10. MINUTE ACTION

A. Consent

1. Authorizing the Issuance of a **Taxicab Company License** for **Eagle Cabs**, Located at 4462 Highway Street.
2. Rejecting All Bids Received for the **Conwell Park Improvements Project**.

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

Upcoming Council meetings

Council meetings

- 6:00 p.m. Tuesday, August 2, 2016 – Council Chambers
- 6:00 p.m. Tuesday, August 16, 2016 – Council Chambers

Work sessions

- 4:30 p.m. Tuesday, July 26, 2016 – Council Meeting Room
- 4:30 p.m. Tuesday, August 9, 2016 – Council Meeting Room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
July 5, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 5, 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 Miller, to, by minute action, approve the minutes of the June 21, 2016, regular Council meeting, as published in the Casper-Star Tribune on July 5, 2016. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Humphrey, to, by minute action, approve payment of the July 5, 2016, bills and claims, as audited by City Manager McDonald. Mayor Sandoval abstained from voting on invoices pertaining to the Community Greenhouse. Motion passed.

Bills & Claims
07/05/16

| | | |
|----------------------------|----------|----------------|
| 71Construction | Projects | \$129,132.39 |
| A1 Portables | Refund | \$110.00 |
| ACoyle | Reimb | \$33.52 |
| Adecco | Services | \$316.80 |
| AllansConcrete | Services | \$900.00 |
| AMBI | Services | \$301.74 |
| AmericanTitle | Services | \$1,493,272.56 |
| Ameritech | Services | \$34,968.93 |
| ANelson | Reimb | \$263.88 |
| ArrowRealty | Refund | \$68.95 |
| B Webster | Reimb | \$59.40 |
| Balefill | Services | \$90,458.27 |
| BankOfAmerica | Goods | \$474,415.14 |
| BarDSigns | Goods | \$815.32 |
| BCaldwell | Reimb | \$193.77 |
| BDeherrera | Refund | \$17.37 |
| BNielsen | Refund | \$12.17 |
| Brenntag | Goods | \$8,672.72 |
| Bullett | Refund | \$426.00 |
| BureauofReclamation | Funding | \$164.66 |
| Burns&McDonnellEngineering | Services | \$29,700.88 |
| BWaltrip | Refund | \$38.34 |
| C Corkern | Reimb | \$48.98 |
| CasperPubSafetyComm | Services | \$1,832.05 |

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|-------------------------------|----------|--------------|
| CasperYouthBaseball | Refund | \$3,150.44 |
| CATC | Funding | \$198,863.00 |
| Centurylink | Services | \$17,427.02 |
| CHorkan | Refund | \$28.64 |
| CityofCasper | Services | \$11,360.34 |
| CivilEngineeringProfessionals | Projects | \$42,372.19 |
| CmmrcIRefrig | Services | \$85.00 |
| CntrlWyRscMssn | Funds | \$79,102.55 |
| CollectionCenter | Services | \$979.38 |
| CommTech | Goods | \$6,394.84 |
| ComprLeasing | Supp | \$48,467.79 |
| Comtronix | Services | \$132.00 |
| ContAlcoholMont | Supplies | \$10,351.15 |
| CRandel | Reimb | \$490.94 |
| CrimeSceneInfo | Services | \$86.25 |
| CsprCommGrnhse | Funding | \$47,870.00 |
| CTangen | Refund | \$19.48 |
| CurbAppealPainting | Services | \$13,780.00 |
| DArnold | Refund | \$49.80 |
| DaveLodenConstruction | Projects | \$6,173.25 |
| Dell | Goods | \$3,721.85 |
| DesertMtn | Goods | \$122,157.07 |
| DJenson | Refund | \$49.57 |
| DMohondro | Refund | \$20.89 |
| DoubleDWelding | Services | \$1,185.00 |
| DvdsnFxdMgmt | Services | \$6,937.77 |
| DYork | Refund | \$28.30 |
| EcoCntrs | Equip | \$13,985.00 |
| EcolabPest | Services | \$290.11 |
| EMBGolfCarts | Goods | \$140.43 |
| EnvironmentalCivilSolutions | Services | \$367.47 |
| FergusonEnterprises | Goods | \$40,998.40 |
| FFox | Services | \$200.00 |
| FirstData | Services | \$6,163.53 |
| FirstInterstateBank | Services | \$3,514.14 |
| FischerAutoBody | Services | \$1,126.04 |
| FoodSvcsOfAmerica | Goods | \$1,248.58 |
| GSGArchitecture | Services | \$11,049.80 |
| GVircks | Refund | \$56.57 |
| GWMechanical | Services | \$100,646.90 |
| HDR Engineering | Projects | \$2,596.05 |
| Hein-Bond | Services | \$134,802.75 |
| HewlettPackard | Goods | \$2,162.00 |
| Homax | Goods | \$55,716.82 |
| HPflieger | Refund | \$5.33 |
| InbergMillerEngineers | Services | \$14,253.76 |

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|-------------------------|----------|--------------|
| Installation&Svc | Services | \$60,453.66 |
| IntegrityTank | Supplies | \$93,229.91 |
| ITCElec | Services | \$1,512.16 |
| JBarton | Reimb | \$756.80 |
| JFKelly | Services | \$2,000.00 |
| JGerhart | Reimb | \$47.24 |
| JLCase | Services | \$200.00 |
| JMcGoonan | Reimb | \$43.85 |
| JMorss | Refund | \$200.00 |
| JRogers | Services | \$200.00 |
| JTLGroup | Services | \$519,757.27 |
| KadmasLeeJackson | Services | \$10,445.80 |
| KParsley | Refund | \$39.78 |
| KRockwell | Refund | \$53.57 |
| LaborReady | Services | \$7,557.69 |
| LClark | Refund | \$21.72 |
| Manpower | Services | \$1,933.28 |
| McMurryReadyMix | Goods | \$3,676.85 |
| MMaynard | Services | \$328.00 |
| Motorola | Goods | \$9,535.72 |
| NAmericanUV | Supplies | \$10,298.88 |
| NationalBenefitServices | Services | \$18.00 |
| NC Clerk | Services | \$258.00 |
| NevesUniforms | Goods | \$388.90 |
| NewDawnTechnologies | Services | \$8,000.00 |
| NordicSound | Goods | \$4,800.00 |
| NorthParkTransport | Services | \$1,048.50 |
| Ovivo | Supplies | \$13,013.46 |
| Paciolan | Services | \$2,670.25 |
| PeakGeosolutions | Services | \$4,545.20 |
| Pepsi | Goods | \$841.00 |
| PieceACake | Goods | \$75.00 |
| PillarStructuralEng | Projects | \$702.50 |
| PlatteRiverParkwayTrust | Funding | \$49,999.64 |
| Pntwrks | Services | \$890.49 |
| PoliceDept | Services | \$905.06 |
| PostalPros | Services | \$8,882.02 |
| ProFlooring | Services | \$281.00 |
| RailroadManagement | Services | \$1,292.02 |
| RamshornConstruction | Projects | \$230,639.00 |
| RecycledMaterials | Services | \$13,635.00 |
| ResourceStaff | Services | \$2,415.60 |
| RockyMtnPower | Services | \$61,833.65 |
| S Schulz | Reimb | \$820.43 |
| SCreason | Refund | \$46.32 |
| SourceGas | Services | \$17,454.49 |

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|------------------------------|----------|----------------|
| SpillmanTechnologies | Services | \$4,103.55 |
| StarLineFeeds | Goods | \$426.50 |
| StealthPartnerGroup | Services | \$58,937.28 |
| STschetter | Services | \$900.00 |
| SWheeler | Reimb | \$693.75 |
| SyscoFoodSvcs | Goods | \$3,282.87 |
| THerron | Reimb | \$100.00 |
| TretoConst | Services | \$960.00 |
| TretoConstruction | Projects | \$183,371.66 |
| UrgentCare | Services | \$456.00 |
| VolstarProductions | Services | \$15,066.32 |
| WasteWaterTreatment | Funding | \$251,148.75 |
| WERCSCcommunications | Services | \$2,027.50 |
| WesternWaterConsult | Services | \$46,935.52 |
| WestPlainsEngineering | Services | \$300.00 |
| WhteBoxTech | Services | \$2,081.00 |
| WilliamsPorterDay | Services | \$1,403.80 |
| WorthingtonLenhart&Carpenter | Services | \$49,553.50 |
| WyCfrncBldgOff | Training | \$100.00 |
| WYDOT | Services | \$3,139.45 |
| WyMachinery | Goods | \$137,721.00 |
| WyPowerWash | Services | \$52,155.00 |
| | | \$5,239,443.19 |

Moved by Councilman Cathey, seconded by Councilman Hopkins, to, by minute action: establish July 19, 2016, as the public hearing date for the 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). Motion passed.

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

ORDINANCE NO. 35-15

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

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.

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.

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.

Councilman Pacheco presented the foregoing four (4) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Powell. Motion passed.

The following resolutions were considered, by consent agenda:

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.

RESOLUTION NO. 16-180
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POWDER RIVER CONSTRUCTION, INC., FOR THE SCHOOL
WALKABILITY PROJECT, PROJECT NO. 15-20.

RESOLUTION NO. 16-181
A RESOLUTION AUTHORIZING A PROCUREMENT
AGREEMENT WITH O'CONNOR COMPANY, FOR THE CITY
HALL BOILER PROCUREMENT.

RESOLUTION NO. 16-182
A RESOLUTION AUTHORIZING ACCEPTANCE OF A
COMMUNITY TREE PLANTING GRANT FROM KEEP
AMERICA BEAUTIFUL.

RESOLUTION NO. 16-183
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
TRAFFIC SAFETY SERVICES, INC., FOR THE 2ND STREET
INLAID STRIPING, PROJECT NO. 16-012.

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 23RD, 1996.

RESOLUTION NO. 16-185

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "FULLSPEED SUBDIVISION".

RESOLUTION NO. 16-186

A RESOLUTION APPROVING AN ASSIGNMENT OF THE WOLD PARKING SPACE LEASE TO THE DOWNTOWN DEVELOPMENT AUTHORITY.

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.

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

Moved by Councilman Miller, seconded by Councilman Humphrey, to, by consent 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; and appoint Kevin Hawley to a three year term on the Natrona County Travel and Tourism Board, expiring June 30, 2019. Motion passed.

Keith Goodenough, 333 S. Socony, addressed Council regarding use of Council Chambers for political debates and the selection process for the Natrona County Travel and Tourism Board appointment.

Councilmembers made statements and asked City Attorney Luben questions regarding the use of the Council Chambers. City Attorney Luben provided information to Council concerning the municipal code and state statutes that pertain to the use of the Council Chambers as a limited forum. Council will further discuss the matter at a work session.

Mayor Sandoval provided a written response prepared by City staff to Keith Goodenough. The document addressed concerns raised at the June 21, 2016 Council meeting by Mr. Goodenough.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, July 12, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, July 19, 2016, in the Council Chambers.

At 6:40 p.m., it was moved Councilman Cathey, seconded by Councilman Miller, to adjourn into executive session to discuss personnel. Motion passed.

At 7:00 p.m., it was moved by Councilman Cathey, seconded by Councilman Johnson, to adjourn the executive session and regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

71 CONSTRUCTION

1659-R RETAINAGE

\$10,878.59
\$10,878.59 Subtotal for Dept. Capital Projects - Engineering
\$10,878.59 Subtotal for Vendor

71 CONSTRUCTION, INC.

83772C TACK OIL

\$6,009.65
\$6,009.65 Subtotal for Dept. Streets
\$6,009.65 Subtotal for Vendor

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

16-06-426 POSTAGE

\$18.09
\$18.09 Subtotal for Dept. Aquatics

16-06-413 POSTAGE

\$22.83
\$22.83 Subtotal for Dept. Balefill

16-06-416 POSTAGE

\$50.28
\$50.28 Subtotal for Dept. Casper Events Center

16-06-412 POSTAGE

\$21.34
\$21.34 Subtotal for Dept. City Attorney

16-06-414 POSTAGE

\$1.96
\$1.96 Subtotal for Dept. City Manager

16-06-421 POSTAGE

\$11.01
\$11.01 Subtotal for Dept. Council

16-06-415 POSTAGE

\$53.45
\$53.45 Subtotal for Dept. Engineering

16-06-417 POSTAGE

\$712.12
\$712.12 Subtotal for Dept. Finance

16-06-424 POSTAGE

\$20.17
\$20.17 Subtotal for Dept. Human Resources

16-06-420 POSTAGE

\$71.00
\$71.00 Subtotal for Dept. Metro Animal

16-06-422 POSTAGE

\$147.42
\$147.42 Subtotal for Dept. Municipal Court

16-06-425 POSTAGE

\$401.95
\$401.95 Subtotal for Dept. Police

16-06-428 POSTAGE

\$4.24
\$4.24 Subtotal for Dept. Property & Liability Insurance

16-06-430 POSTAGE

\$12.30
\$15.15 Subtotal for Dept. Refuse Collection

16-06-427 POSTAGE

\$2.85
\$1,551.01 Subtotal for Vendor

AAA LANDSCAPING

11165 WEED MOWING

\$523.42

11160 WEED MOWING

\$1,360.00

\$1,883.42 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

AAA LANDSCAPING

\$1,883.42 Subtotal for Vendor

ADECCO USA, INC.

68135097 TEMPORARY SERVICES
68144024 TEMPORARY SERVICES

\$158.40
\$158.40

\$316.80 Subtotal for Dept. Balefill

\$316.80 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

HEMBREE LAND PURCHASE HEMBREE ADDITION

\$28,558.20

\$28,558.20 Subtotal for Dept. Parks

\$28,558.20 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

103170 HEADACHE RACK

\$1,434.00

\$1,434.00 Subtotal for Dept. Balefill

16053 REPAIRS

\$3,090.00

\$3,090.00 Subtotal for Dept. Fleet Maintenance

103127 SUPPLIES

\$3,771.37

\$3,771.37 Subtotal for Dept. Water

\$8,295.37 Subtotal for Vendor

B & B SALES & SERVICE

7032 WEED MOWING

\$1,283.71

\$1,283.71 Subtotal for Dept. Code Enforcement

\$1,283.71 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI637435 CHEMICAL
BPI637434 CHEMICAL

\$9,317.54
\$8,942.37

\$18,259.91 Subtotal for Dept. Water Treatment Plant

\$18,259.91 Subtotal for Vendor

BW INSURANCE AGENCY INC

RIN0026833 INSURANCE & BONDS

\$22,675.00

\$22,675.00 Subtotal for Dept. Property & Liability Insurance

\$22,675.00 Subtotal for Vendor

CAROLINA SOFTWARE

61339 SOFTWARE
61472 SOFTWARE

\$250.00
\$450.00

\$700.00 Subtotal for Dept. Balefill

\$700.00 Subtotal for Vendor

CASELLE, INC.

74255 SOFTWARE SUPPORT

\$75.00

\$75.00 Subtotal for Dept. Finance

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

CASELLE, INC.

\$75.00 Subtotal for Vendor

CASPAR BUILDING SYSTEMS, INC.

RIN0026816 RETAINAGE

\$223,448.05

RIN0026817 RETAINAGE

(\$21,202.10)

\$202,245.95 Subtotal for Dept. Capital Projects - Engineering

RIN0026817 FIRE STATION #6 CONSTRUCTION

\$212,021.00

\$212,021.00 Subtotal for Dept. Fire

\$414,266.95 Subtotal for Vendor

CASPER EVENTS CENTER

141358 RETIREMENT CEREMONIES

\$748.44

\$748.44 Subtotal for Dept. Police

\$748.44 Subtotal for Vendor

CASPER MUNICIPAL BAND

RIN0026808 TAX ALLOCATION FY17

\$130,199.20

\$130,199.20 Subtotal for Dept. Social Community Services

\$130,199.20 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0026810 SANITATION

\$105.00

RIN0026810 SEWER

\$20.54

\$125.54 Subtotal for Dept. Water Treatment Plant

\$125.54 Subtotal for Vendor

CASPER SPORTS ALLIANCE

00323440 FUNDING

\$11,875.00

\$11,875.00 Subtotal for Dept. One Cent #15

\$11,875.00 Subtotal for Vendor

CDW GOVERNMENT, INC.

DKV1938 COMPUTER

\$1,051.06

DKV1938 COMPUTER

\$596.00

\$1,647.06 Subtotal for Dept. Water

\$1,647.06 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

141688 WHOLESALE WATER

\$832,001.68

141690 SYSTEM INVESTMENT FEES

\$5,202.00

\$837,203.68 Subtotal for Dept. Water

\$837,203.68 Subtotal for Vendor

CENTURY 21 ACTION REALTY

2116104 UTILITY REFUND

\$143.00

\$143.00 Subtotal for Dept. Water

\$143.00 Subtotal for Vendor

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

CENTURYLINK

| | | | |
|------------------|-----------|-------------------|---|
| RIN0026809 | PHONE USE | \$37.75 | |
| RIN0026809 | PHONE USE | \$339.75 | |
| RIN0026809 | PHONE USE | \$126.74 | |
| | | \$504.24 | Subtotal for Dept. Casper Events Center |
| RIN0026812 | PHONE USE | \$39.62 | |
| | | \$39.62 | Subtotal for Dept. Cemetery |
| RIN0026809 | PHONE USE | \$33.79 | |
| RIN0026812 | PHONE USE | \$75.50 | |
| | | \$109.29 | Subtotal for Dept. City Hall |
| RIN0026809 | PHONE USE | \$65.42 | |
| | | \$65.42 | Subtotal for Dept. Code Enforcement |
| RIN0026809 | PHONE USE | \$172.06 | |
| RIN0026809 | PHONE USE | \$327.07 | |
| RIN0026809 | PHONE USE | \$68.32 | |
| RIN0026809 | PHONE USE | \$61.32 | |
| RIN0026809 | PHONE USE | \$61.32 | |
| RIN0026809 | PHONE USE | \$65.10 | |
| RIN0026809 | PHONE USE | \$65.42 | |
| RIN0026809 | PHONE USE | \$202.81 | |
| RIN0026809 | PHONE USE | \$83.82 | |
| RIN0026809 | PHONE USE | \$61.32 | |
| RIN0026809 | PHONE USE | \$83.82 | |
| RIN0026809 | PHONE USE | \$23.35 | |
| RIN0026809 | PHONE USE | \$37.75 | |
| RIN0026809 | PHONE USE | \$339.84 | |
| | | \$1,653.32 | Subtotal for Dept. Communications Center |
| AP00005706301619 | PHONE USE | \$2,911.42 | |
| AP00013206301619 | PHONE USE | \$1,889.69 | |
| | | \$4,801.11 | Subtotal for Dept. Finance |
| RIN0026809 | PHONE USE | \$75.50 | |
| RIN0026809 | PHONE USE | \$65.42 | |
| RIN0026809 | PHONE USE | \$65.42 | |
| RIN0026809 | PHONE USE | \$74.62 | |
| RIN0026809 | PHONE USE | \$65.42 | |
| RIN0026809 | PHONE USE | \$37.75 | |
| RIN0026809 | PHONE USE | \$37.75 | |
| RIN0026809 | PHONE USE | \$37.75 | |
| RIN0026809 | PHONE USE | \$65.42 | |
| RIN0026809 | PHONE USE | \$41.83 | |
| | | \$566.88 | Subtotal for Dept. Fire |
| RIN0026809 | PHONE USE | \$63.38 | |
| RIN0026809 | PHONE USE | \$37.75 | |
| | | \$101.13 | Subtotal for Dept. Fleet Maintenance |
| RIN0026809 | PHONE USE | \$43.58 | |
| | | \$43.58 | Subtotal for Dept. Golf Course |
| RIN0026809 | PHONE USE | \$65.42 | |
| RIN0026809 | PHONE USE | \$81.63 | |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

CENTURYLINK

| | | | |
|----------------------|--------------------|----------------------------|------------------------------|
| | \$147.05 | Subtotal for Dept. | Parking |
| RIN0026809 PHONE USE | \$43.58 | | |
| RIN0026809 PHONE USE | \$122.66 | | |
| | \$166.24 | Subtotal for Dept. | Parks |
| RIN0026809 PHONE USE | \$37.75 | | |
| RIN0026809 PHONE USE | \$22.73 | | |
| RIN0026809 PHONE USE | \$38.50 | | |
| RIN0026809 PHONE USE | \$63.38 | | |
| RIN0026809 PHONE USE | \$65.42 | | |
| | \$227.78 | Subtotal for Dept. | Police |
| RIN0026809 PHONE USE | \$37.75 | | |
| | \$37.75 | Subtotal for Dept. | Recreation |
| RIN0026809 PHONE USE | \$85.42 | | |
| RIN0026809 PHONE USE | \$65.42 | | |
| RIN0026809 PHONE USE | \$44.63 | | |
| | \$195.47 | Subtotal for Dept. | Streets |
| RIN0026809 PHONE USE | \$1,644.96 | | |
| RIN0026809 PHONE USE | \$37.51 | | |
| | \$1,682.47 | Subtotal for Dept. | Waste Water |
| RIN0026809 PHONE USE | \$93.96 | | |
| RIN0026809 PHONE USE | \$37.75 | | |
| RIN0026809 PHONE USE | \$195.94 | | |
| | \$327.65 | Subtotal for Dept. | Water |
| RIN0026783 PHONE USE | \$42.56 | | |
| | \$42.56 | Subtotal for Dept. | Water Treatment Plant |
| | \$10,711.56 | Subtotal for Vendor | |

CH DIAGNOSTIC & CONSULTING SVC., INC.

| | | | |
|-------------------|-----------------|----------------------------|------------------------------|
| 20160469 LAB TEST | \$585.00 | | |
| | \$585.00 | Subtotal for Dept. | Water Treatment Plant |
| | \$585.00 | Subtotal for Vendor | |

CHARLES SIMONS

| | | | |
|---------------------------------|---------------|----------------------------|---------------|
| 25836399 CLOTHING REIMBURSEMENT | \$9.99 | | |
| | \$9.99 | Subtotal for Dept. | Police |
| | \$9.99 | Subtotal for Vendor | |

CHARTER

| | | | |
|--------------------|-----------------|----------------------------|----------------|
| AP000175A INTERNET | \$450.00 | | |
| | \$450.00 | Subtotal for Dept. | Finance |
| | \$450.00 | Subtotal for Vendor | |

CHRIS HADLOCK

| | | | |
|------------------------------|-----------------|---------------------------|----------------------|
| RIN0026813 COMPLIANCE CHECKS | \$335.06 | | |
| RIN0026352 COMPLIANCE CHECKS | \$300.00 | | |
| | \$635.06 | Subtotal for Dept. | Police Grants |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

CHRIS HADLOCK

\$635.06 Subtotal for Vendor

CIGNA HEALTH & LIFE INSURANCE COMPANY

1995702 PLAN ADMIN FEES

\$11,887.68

\$11,887.68 Subtotal for Dept. Health Insurance

\$11,887.68 Subtotal for Vendor

CITY OF CASPER

5128/141352 GIS SUPPORT

\$533.05

5128/141352 GIS SUPPORT

\$5,072.09

\$5,605.14 Subtotal for Dept. Metropolitan Planning

141357 COMMUNITY PROMOTIONS

\$516.00

\$516.00 Subtotal for Dept. Social Community Services

\$6,121.14 Subtotal for Vendor

CITY OF CASPER - BALEFILL

1967/141649 SANITATION

\$700.69

1967/141817 SANITATION

\$15.00

\$715.69 Subtotal for Dept. Code Enforcement

247/141541-546 SANITATION

\$377.00

\$377.00 Subtotal for Dept. Parks

2772/141488 SANITATION

\$6,091.63

2772/141669 SANITATION

\$5,658.29

2772/141884 SANITATION

\$6,723.78

2772/141765 SANITATION

\$5,731.18

2772/141806 SANITATION

\$5,461.87

2772/141853 SANITATION

\$311.14

2772/141528 SANITATION

\$5,390.43

2772/141678 SANITATION

\$5,633.89

2772/141716 SANITATION

\$5,712.85

2772/141844 SANITATION

\$5,671.45

\$52,386.51 Subtotal for Dept. Refuse Collection

1276/141841 SANITATION

\$102.46

1276/141714 SANITATION

\$92.12

1276/141667 SANITATION

\$835.76

\$1,030.34 Subtotal for Dept. Waste Water

\$54,509.54 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

16-154-01 EVENTS CENTER BOUNDARY SURVEY

\$4,152.50

\$4,152.50 Subtotal for Dept. City Manager

\$4,152.50 Subtotal for Vendor

CLIMB WYOMING

RIN0026821 FUNDING

\$39,825.75

\$39,825.75 Subtotal for Dept. One Cent #15

\$39,825.75 Subtotal for Vendor

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

COBAN TECH. INC.

12176 REPAIRS

\$300.00

\$300.00 Subtotal for Dept. Police

\$300.00 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

77304 REPAIRS

\$103.00

77250 REPAIRS

\$103.00

77271 REPAIRS

\$35.16

\$241.16 Subtotal for Dept. Police

77303 FLEET EQUIP

\$613.00

77272 FLEET EQUIP

\$1,611.42

\$2,224.42 Subtotal for Dept. Police Equipment

\$2,465.58 Subtotal for Vendor

COMPASSDATA, INC.

5069 FY16 AERIAL QUALITY ASSURANCE

\$4,450.98

5069 FY16 AERIAL QUALITY ASSURANCE

\$467.77

\$4,918.75 Subtotal for Dept. Metropolitan Planning

\$4,918.75 Subtotal for Vendor

COMPLETE CONSTRUCTION & CONSULTING

RIN0026822 HOME REPAIRS

\$2,175.53

RIN0026823 HOME REPAIRS

\$1,604.47

\$3,780.00 Subtotal for Dept. CDBG

\$3,780.00 Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV105883 WORKSTATION

\$956.52

\$956.52 Subtotal for Dept. Engineering

\$956.52 Subtotal for Vendor

CONTINUOUS ALCOHOL MONITORING OF WY LLC

2016-166 REMOTE BREATH TESTING

\$5,597.78

\$5,597.78 Subtotal for Dept. Municipal Court

\$5,597.78 Subtotal for Vendor

COWBOY CHEMICAL

8831 DISHMACHINE MAINTENANCE

\$39.00

\$39.00 Subtotal for Dept. Casper Events Center

\$39.00 Subtotal for Vendor

DELL MARKETING LP

992563037 SOFTWARE

\$338.35

\$338.35 Subtotal for Dept. Human Resources

XJXRFW1T2 SOFTWARE

\$4,736.90

\$4,736.90 Subtotal for Dept. Police

XJJR5X238 COBAN SERVER

\$1,880.41

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

DELL MARKETING LP

XJXRFW291 SOFTWARE

\$1,880.41 Subtotal for Dept. Police Equipment
\$676.70
\$676.70 Subtotal for Dept. Water
\$7,632.36 Subtotal for Vendor

DELTA CONSTRUCTION INC

RIN0026800 RETAINAGE
2 RETAINAGE

\$28,388.90
(\$28,388.90)

\$0.00 Subtotal for Dept. Capital Projects - Hogadon

2 HOGADON LODGE

\$283,889.00

\$283,889.00 Subtotal for Dept. Hogadon

\$283,889.00 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0026830 DENTAL INSURANCE
RIN0026829 DENTAL INSURANCE

\$1,591.25

\$26,558.72

\$28,149.97 Subtotal for Dept. Health Insurance

\$28,149.97 Subtotal for Vendor

DEPARTMENT OF THE TREASURY

RIN0026836A EXCISE TAX

\$2,082.00

\$2,082.00 Subtotal for Dept. Health Insurance

\$2,082.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000147-16 CHEMICALS
727000148-16 CHEMICALS
727000162-16 CHEMICALS
727000153-16 CHEMICALS

\$5,542.04

\$5,593.58

\$5,539.58

\$5,473.31

\$22,148.51 Subtotal for Dept. Water Treatment Plant

\$22,148.51 Subtotal for Vendor

ELIZABETH BECHER

RIN0026835 DUES REIMBURSEMENT

\$217.00

\$217.00 Subtotal for Dept. Planning

\$217.00 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09416 EMERGENCY GENERATOR

\$110.00

\$110.00 Subtotal for Dept. Casper Events Center

09417 LIFESTEPS HEATING SYSTEM

\$2,035.00

\$2,035.00 Subtotal for Dept. CDBG

\$2,145.00 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0026827 SERVICE CHARGES
RIN0026802 CHECKS

\$1,251.27

\$154.90

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

FIRST INTERSTATE BANK

| | | |
|----------------------------|-------------------|----------------------------|
| RIN0026801 DEPOSIT TICKETS | \$53.35 | |
| RIN0026828 LOCKBOX FEES | \$2,269.13 | |
| | \$3,728.65 | Subtotal for Dept. Finance |
| | \$3,728.65 | Subtotal for Vendor |

FIRST INTERSTATE BANK - PETTY CASH

| | | |
|--|-----------------|--|
| RIN0026795 PETTY CASH - METRO ANIMAL | \$38.50 | |
| RIN0026795 PETTY CASH - METRO ANIMAL | \$329.75 | |
| | \$368.25 | Subtotal for Dept. Metro Animal |
| RIN0026796 PETTY CASH - EVENTS CENTER | \$41.28 | |
| | \$41.28 | Subtotal for Dept. Casper Events Center |
| RIN0026824 PETTY CASH - COMM DEVELOPMENT | \$94.00 | |
| | \$94.00 | Subtotal for Dept. Code Enforcement |
| RIN0026837 PETTY CASH | \$40.00 | |
| RIN0026837 PETTY CASH | \$75.00 | |
| | \$115.00 | Subtotal for Dept. Police |
| RIN0026844 PETTY CASH - ENGINEERING | \$15.72 | |
| RIN0026844 PETTY CASH - ENGINEERING | \$50.00 | |
| | \$65.72 | Subtotal for Dept. Engineering |
| RIN0026844 PETTY CASH - ENGINEERING | \$1.57 | |
| | \$1.57 | Subtotal for Dept. Refuse Collection |
| RIN0026844 PETTY CASH - ENGINEERING | \$49.66 | |
| | \$49.66 | Subtotal for Dept. Waste Water |
| RIN0026844 PETTY CASH - ENGINEERING | \$10.93 | |
| RIN0026844 PETTY CASH - ENGINEERING | \$16.91 | |
| | \$27.84 | Subtotal for Dept. Water Treatment Plant |
| | \$763.32 | Subtotal for Vendor |

FORT ATELIER LLC

| | | |
|--------------------------|-------------------|--------------------------|
| 1028 MURAL REIMBURSEMENT | \$3,600.00 | |
| 1030 MURAL REIMBURSEMENT | \$497.19 | |
| | \$4,097.19 | Subtotal for Dept. Parks |
| | \$4,097.19 | Subtotal for Vendor |

GARY MARSH, INC.

| | | |
|---------------------|--------------------|--------------------------------|
| 372 COMMISSION FEES | \$25,455.83 | |
| | \$25,455.83 | Subtotal for Dept. Golf Course |
| | \$25,455.83 | Subtotal for Vendor |

GOLDER ASSOCIATES

| | | |
|-----------------------------|--------------------|-----------------------------|
| 451039 ENGINEERING SERVICES | \$7,500.00 | |
| 450940 BID SUPPORT | \$6,371.91 | |
| | \$13,871.91 | Subtotal for Dept. Balefill |
| | \$13,871.91 | Subtotal for Vendor |

GOULET, KATHY

| | | |
|---------------------------|---------|--|
| 0026806953 UTILITY REFUND | \$51.30 | |
|---------------------------|---------|--|

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

GOULET, KATHY

\$51.30 Subtotal for Dept. Water

\$51.30 Subtotal for Vendor

GPC ARCHITECTS PLLC

RIN0026826 HOGADON LODGE

\$7,364.80

\$7,364.80 Subtotal for Dept. Hogadon

\$7,364.80 Subtotal for Vendor

GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-4 FUNDING

\$4,289.38

\$4,289.38 Subtotal for Dept. One Cent #15

\$4,289.38 Subtotal for Vendor

GREEN TREE ARBORICULTURE LLC

1-112583 WEED MOWING

\$241.76

1-112570 WEED MOWING

\$2,265.70

1/112578 WEED MOWING

\$144.42

1-112579 WEED MOWING

\$267.99

\$2,919.87 Subtotal for Dept. Code Enforcement

\$2,919.87 Subtotal for Vendor

GREEN'S SEWER & DRAIN SVC.

19767 FLOOR DRAIN LINE

\$98.00

\$98.00 Subtotal for Dept. Golf Course

\$98.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER

FC8441 FORD FUSION SEDAN

\$17,995.00

FC8442 FORD FUSION SEDAN

\$18,795.00

FC8440 FORD FUSION SEDAN

\$18,895.00

\$55,685.00 Subtotal for Dept. Police Equipment

\$55,685.00 Subtotal for Vendor

GSG ARCHITECTURE

160609 FIRE STATION #6 - DESIGN

\$23,748.43

\$23,748.43 Subtotal for Dept. Fire

\$23,748.43 Subtotal for Vendor

HARRIS COMPUTER SYSTEMS INC.

MN00090979 MAINTENANCE/SUBSCRIPTION

\$76,743.12

\$76,743.12 Subtotal for Dept. Finance

\$76,743.12 Subtotal for Vendor

HAWTHORNE, HUGH

0026806948 UTILITY REFUND

\$113.89

\$113.89 Subtotal for Dept. Water

\$113.89 Subtotal for Vendor

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

HEDQUIST CONSTRUCTION

RIN0026799 RETAINAGE

\$10,369.00
\$10,369.00 Subtotal for Dept. Capital Projects - Streets
\$10,369.00 Subtotal for Vendor

HEDQUIST CONSTRUCTION, INC.

RIN0026798 RETAINAGE

(\$10,369.00)
(\$10,369.00) Subtotal for Dept. Capital Projects - Streets

RIN0026798 EAST 21ST ST IMPROVEMENTS

\$6,383.18
\$6,383.18 Subtotal for Dept. Sewer

RIN0026798 EAST 21ST ST IMPROVEMENTS

\$51,387.23
\$51,387.23 Subtotal for Dept. Streets

RIN0026798 EAST 21ST ST IMPROVEMENTS

\$45,919.59
\$45,919.59 Subtotal for Dept. Water
\$93,321.00 Subtotal for Vendor

HELWIG, KIM

0026852992 UTILITY REFUND

\$29.48
\$29.48 Subtotal for Dept. Water
\$29.48 Subtotal for Vendor

HEWLETT PACKARD CO.

57325241 MONITOR

\$347.41
\$347.41 Subtotal for Dept. Police Grants
\$347.41 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

PA1 16-86 HOT MIX

\$5,969.94
\$5,969.94 Subtotal for Dept. Streets
\$5,969.94 Subtotal for Vendor

HOLESHOT LAWN CARE & SNOW REMOVAL LLC

INV004 WEED MOWING

\$426.96

INV003 WEED MOWING

\$1,096.55

\$1,523.51 Subtotal for Dept. Code Enforcement
\$1,523.51 Subtotal for Vendor

HOMAX OIL SALES, INC.

0333408-IN FUEL

\$2,767.14

\$2,767.14 Subtotal for Dept. Golf Course

CL73263 FUEL

\$3,607.55

\$3,607.55 Subtotal for Dept. Water
\$6,374.69 Subtotal for Vendor

HOPKINS, ANGEL

0026852993 UTILITY REFUND

\$48.30

\$48.30 Subtotal for Dept. Water
\$48.30 Subtotal for Vendor

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

HYDRO CONSTRUCTION COMPANY INC

RIN0026825 DIGESTER #2 IMPROVEMENTS

\$111,994.29
\$111,994.29 Subtotal for Dept. Waste Water
\$111,994.29 Subtotal for Vendor

INDUSTRIAL REPAIR SERVICE, INC.

181509 FLOWMETER REPAIR
181510 FLOWMETER REPAIR
181447 TURBIDMETER REPAIR

\$2,386.70
\$1,603.95
\$1,254.47
\$5,245.12 Subtotal for Dept. Water Treatment Plant
\$5,245.12 Subtotal for Vendor

INTEGRITY TANK SERVICE, LLC

1015-033388 PRATT II NORTH TANK INTERIOR

\$75,000.00
\$75,000.00 Subtotal for Dept. Water
\$75,000.00 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

RIN0026819 RETAINAGE
RIN0026820 FACILITY
RIN0026818 FACILITY
RIN0026818 RETAINAGE

\$320.86
\$8,685.18
\$125,272.98
(\$320.86)
\$133,958.16 Subtotal for Dept. Waste Water

19859 WARDWELL BOOSTER SERVICE
19841 EQUIPMENT REPAIR RECHARGE PUMP
19886 HIGH SERVICE REPAIR

\$2,412.92
\$167.96
\$1,194.73
\$3,775.61 Subtotal for Dept. Water Treatment Plant
\$137,733.77 Subtotal for Vendor

JARED WINZENRIED

2395 CLOTHING REIMBURSEMENT

\$24.99
\$24.99 Subtotal for Dept. Sewer
\$24.99 Subtotal for Vendor

JEREMY TREMEL

RIN0026845 TRAVEL EXPENSES

\$300.87
\$300.87 Subtotal for Dept. Police
\$300.87 Subtotal for Vendor

JOHN HATCHER

RIN0026779 CLOTHING REIMBURSEMENT
023952 CLOTHING REIMBURSEMENT

\$442.48
\$61.95
\$504.43 Subtotal for Dept. Police
\$504.43 Subtotal for Vendor

JOLENE MARTINEZ

RIN0026797 MILEAGE REIMBURSEMENT

\$168.07
\$168.07 Subtotal for Dept. Refuse Collection

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

JOLENE MARTINEZ

\$168.07 Subtotal for Vendor

LABOR READY CENTRAL, INC.

21089388 TEMPORARY SERVICES
21089387 TEMPORARY SERVICES
21099051 TEMPORARY SERVICES

\$531.93
\$5,408.55
\$1,028.16
\$6,968.64 Subtotal for Dept. Casper Events Center
\$6,968.64 Subtotal for Vendor

LARRY GRIFFITH

RIN0026566 TRAVEL EXPENSES

\$226.00
\$226.00 Subtotal for Dept. Balefill
\$226.00 Subtotal for Vendor

LENHART MASON & ASSOC., LLC.

57003 CONSULTING SERVICES

57003 CONSULTING SERVICES

\$2,900.00
\$2,900.00 Subtotal for Dept. City Manager
\$525.00
\$525.00 Subtotal for Dept. Finance
\$3,425.00 Subtotal for Vendor

LEWARCHIK, REBECCA

0026806950 UTILITY REFUND

\$6.12
\$6.12 Subtotal for Dept. Water
\$6.12 Subtotal for Vendor

LINCOLN, ANGELA/BRION

0026806951 UTILITY REFUND

\$8.64
\$8.64 Subtotal for Dept. Water
\$8.64 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

SRVCE0077619 LABOR AND MATERIALS

\$1,114.42
\$1,114.42 Subtotal for Dept. Buildings & Structures
\$1,114.42 Subtotal for Vendor

MANPOWER, INC.

30222118 TEMPORARY SERVICES

\$1,089.38
\$1,089.38 Subtotal for Dept. Casper Events Center
\$1,089.38 Subtotal for Vendor

MCMURRY READY MIX CO.

223284 CONCRETE
223214 CONCRETE
223216 CONCRETE
223217 CONCRETE
223282 CONCRETE
223215 CONCRETE

\$118.50
\$237.00
\$355.50
\$177.75
\$533.25
\$592.50

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

MCMURRY READY MIX CO.

\$2,014.50 Subtotal for Dept. Streets
\$2,014.50 Subtotal for Vendor

MCREYNOLDS, VIRGINIA

0026394624 UTILITY REFUND
0026394624 UTILITY REFUND

\$75.00
\$39.00
\$114.00 Subtotal for Dept. Water
\$114.00 Subtotal for Vendor

MICHAEL BRATVOLD

RIN0026788 BOOT REIMBURSEMENT

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

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

25334 ANTENNA REPAIRS

\$16,910.00
\$16,910.00 Subtotal for Dept. Communications Center
\$16,910.00 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

544386 PLAN ADMINISTRATION FEES

\$415.95
\$415.95 Subtotal for Dept. Health Insurance
\$415.95 Subtotal for Vendor

NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION

CNFR-2016 CNFR SPONSORSHIP

\$17,000.00
\$17,000.00 Subtotal for Dept. Council
\$17,000.00 Subtotal for Vendor

NATRONA COUNTY - HALL OF JUSTICE EXPENSES

RIN0026790 BUILDING RENT
RIN0026791 BUILDING RENT

\$2,372.34
\$1,440.72
\$3,813.06 Subtotal for Dept. Municipal Court

MAY 2016 BUILDING RENT
APRIL 2016 BUILDING RENT

\$14,572.95
\$8,850.14
\$23,423.09 Subtotal for Dept. Police
\$27,236.15 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

2021 ADULT PRISONER CARE
2022 ADULT PRISONER CARE
2023 ADULT PRISONER CARE
2032 JUVENILE DETENTION

\$113,226.88
\$117,657.28
\$124,826.00
\$7,500.00
\$363,210.16 Subtotal for Dept. Police
\$363,210.16 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE46206 UNIFORMS

\$96.90

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

NEVE'S UNIFORMS, INC.

| | | |
|---------------------------------------|----------|--------|
| NE46210 UNIFORMS | \$89.85 | |
| NE46214 UNIFORMS | \$110.90 | |
| LN-337174 UNIFORMS | \$16.00 | |
| NE46380 UNIFORMS | \$127.80 | |
| NE46382 UNIFORMS | \$140.70 | |
| NE46322 UNIFORMS | \$9.95 | |
| NE46343 UNIFORMS | \$91.90 | |
| NE46346 UNIFORMS | \$64.95 | |
| NE46347 UNIFORMS | \$194.85 | |
| NE43913 UNIFORMS | \$64.95 | |
| NE46381 UNIFORMS | \$101.85 | |
| NE46148 UNIFORMS | \$451.60 | |
| NE45992 UNIFORMS | \$221.80 | |
| LN-336473 UNIFORMS | \$109.95 | |
| NE46016 UNIFORMS | \$27.95 | |
| \$1,921.90 Subtotal for Dept. | | Police |
| \$1,921.90 Subtotal for Vendor | | |

ODOM, REGINA

| | | |
|------------------------------------|---------|-------|
| 0026852991 UTILITY REFUND | \$18.89 | |
| \$18.89 Subtotal for Dept. | | Water |
| \$18.89 Subtotal for Vendor | | |

OHLSON LAVOIE CORPORATION

| | | |
|---------------------------------------|------------|----------|
| 112077 MIKE SEDAR POOL RECONSTRUCTION | \$1,843.34 | |
| \$1,843.34 Subtotal for Dept. | | Aquatics |
| \$1,843.34 Subtotal for Vendor | | |

PACIOLAN, INC.

| | | |
|--|-------------|----------------------|
| INV106199-PA ANNUAL FEE FOR PAC-MAIL | \$12,000.00 | |
| INV106199-PA ANNUAL HOSTING AGREEMENT | \$47,231.00 | |
| SQ278-PA TICKET PRINTERS | \$3,860.00 | |
| \$63,091.00 Subtotal for Dept. | | Casper Events Center |
| \$63,091.00 Subtotal for Vendor | | |

P-CARD VENDORS

| | |
|---------------------------------|------------|
| 00046372 SAMSCLUB #6425 | \$31.76 |
| 00046290 IN ARCHITECTURAL DOOR | \$3,204.24 |
| 00046372 SAMSCLUB #6425 | \$1,549.56 |
| 00045942 THE LIFEGUARD STORE IN | \$1,963.00 |
| 00046419 ARC SERVICES/TRAINING | \$420.00 |
| 00045935 THE LIFEGUARD STORE IN | \$4,000.00 |
| 00046372 SAMSCLUB #6425 | \$69.11 |
| 00046474 BAILEYS ACE HDWE | \$39.96 |
| 00046412 ARC SERVICES/TRAINING | \$216.00 |
| 00046460 URGENT CARE OF CASPER | \$531.00 |
| 00046421 ARC SERVICES/TRAINING | \$27.00 |
| 00046134 SPRINT AQUATICS | \$2.52 |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

P-CARD VENDORS

| | | |
|--|--------------------|---|
| 00046460 URGENT CARE OF CASPER | \$216.00 | |
| 00045942 THE LIFEGUARD STORE IN | \$1,116.00 | |
| | \$13,386.15 | Subtotal for Dept. Aquatics |
| 00046388 WM SUPERCENTER #1617 | \$22.20 | |
| 00046237 BAILEYS ACE HDWE | \$79.43 | |
| 00046353 IN CASPER SAFETY LLC | \$550.00 | |
| 00046407 ALSCO INC. | \$310.40 | |
| 00045550 IN AMERICAN EAGLE CL | \$1,852.22 | |
| 00046386 QUALITY OFFICE SOLUTIO | \$54.10 | |
| 00046356 WYOMING MACHINERY CO | \$472.91 | |
| 00046315 QED ENVIORMENTAL SYSTE | \$89.99 | |
| 00046413 WYOMING MACHINERY CO | \$2,814.00 | |
| 00046414 SAMS CLUB #6425 | \$69.72 | |
| 00046111 GCR TIRES #751 | \$565.00 | |
| 00046331 WYOMING MACHINERY CO | \$263.02 | |
| 00046154 SQ DOUBLE D WELDIN | \$255.00 | |
| 00046184 WYOMING MACHINERY CO | \$318.50 | |
| 00046253 CASPER STAR TRIBUNE | \$304.60 | |
| 00046342 TEST AMERICA LABOR | \$3,133.50 | |
| 00046327 CK MECHANICAL PLUMB | \$341.00 | |
| 00045258 SHERWIN WILLIAMS #3439 | \$77.79 | |
| 00046186 CASPER STAR TRIBUNE | \$810.64 | |
| 00046414 SAMS CLUB #6425 | \$27.84 | |
| 00046191 COCA COLA BOTTLING CO | \$51.45 | |
| 00046257 SAMS CLUB #6425 | \$136.64 | |
| 00046197 WEAR PARTS INC | \$112.12 | |
| | \$12,712.07 | Subtotal for Dept. Balefill |
| 00046207 CASPER STAR TRIBUNE | \$473.24 | |
| | \$473.24 | Subtotal for Dept. Buildings & Grounds |
| 00046620 SHERWIN WILLIAMS 70343 | \$113.03 | |
| 00046615 BLOEDORN LUMBER CASPER | \$32.34 | |
| 00046596 BLOEDORN LUMBER CASPER | \$31.75 | |
| 00046320 CASPER WINNELSON CO | \$67.48 | |
| 00046595 BLOEDORN LUMBER CASPER | \$24.70 | |
| 00046557 DIAMOND VOGEL PAINT #7 | \$45.49 | |
| 00046575 TOOLPARTSDIRECT | \$59.72 | |
| 00046324 MENARDS CASPER WY | \$30.03 | |
| 00046282 QUALITY INN AND SUITES | \$323.00 | |
| 00046289 IN ARCHITECTURAL DOOR | \$79.66 | |
| 00046301 BAILEYS ACE HDWE | \$18.25 | |
| 00046322 WW GRAINGER | \$11.22 | |
| 00046329 DIAMOND VOGEL PAINT #7 | \$1.14 | |
| 00046537 WESTERN WYOMING LOCK & | \$10.00 | |
| 00046520 DIAMOND VOGEL PAINT #7 | \$293.15 | |
| 00046569 IN ARCHITECTURAL DOOR - Credi | (\$858.08) | |
| 00046570 BLOEDORN LUMBER CASPER | \$2.96 | |
| 00046456 CASPER WINNELSON CO | \$41.35 | |
| 00046407 ALSCO INC. | \$205.60 | |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

P-CARD VENDORS

| | | | |
|----------|--------------------------------|--------------------|--|
| 00046571 | OVERHEAD DOOR CO OF CA | \$420.00 | |
| 00046588 | BLOEDORN LUMBER CASPER | \$22.48 | |
| 00046312 | PACIFIC HIDE AND FUR # | \$1,493.85 | |
| 00046361 | CASPER WINNELSON CO | \$70.86 | |
| 00046515 | BLOEDORN LUMBER CASPER | \$7.76 | |
| 00046240 | PAYPAL WILLIAMH240 | \$9.10 | |
| 00046235 | BLOEDORN LUMBER CASPER | \$35.56 | |
| 00046498 | CRESCENT ELECTRIC 103 | \$40.58 | |
| 00046497 | RESPOND FIRST AID OF W | \$31.90 | |
| 00046399 | NOLAND FEED INC. | \$54.40 | |
| 00046376 | WW GRAINGER | \$404.80 | |
| 00046457 | KONE INC | \$2,977.20 | |
| 00046270 | DIAMOND VOGEL PAINT #7 | \$30.99 | |
| 00046457 | KONE INC | \$1,488.60 | |
| 00046365 | HERCULES INDUSTRIES CA | \$50.83 | |
| 00046457 | KONE INC. | \$1,488.60 | |
| | | \$9,160.30 | Subtotal for Dept. Buildings & Structures |
| 00046227 | CASPER STAR TRIBUNE | \$304.60 | |
| 00046213 | SAMSClub #6425 | \$398.98 | |
| 00046277 | LEGEND COMMUNICATIONS | \$397.80 | |
| 00046272 | IN ADBAY.COM, INC | \$209.90 | |
| 00046200 | AMAZON MKTPLACE PMTS | \$38.21 | |
| 00046335 | BIRD BARRIER AMERICA | \$455.12 | |
| 00046367 | ALBERTSONS STO00000620 | \$44.39 | |
| 00046107 | SQ WYOMING LOCK AND S | \$85.00 | |
| 00046133 | GREENS SEWER AND DRAIN | \$147.00 | |
| 00045645 | Claim ADJ/CHARTER COMM - Credi | (\$140.22) | |
| 00045798 | BUDGET0486000058740 | \$463.57 | |
| 00046088 | SQ ATLANTIC ELECTRIC, | \$676.50 | |
| 00046383 | ALBERTSONS STO00000620 | \$69.71 | |
| 00046085 | SIMPLY SPEAKERS | \$119.90 | |
| 00046084 | CPU VENTURE TECH NETWO | \$1,676.58 | |
| 00046081 | ATLAS OFFICE PRODUCTS | \$1,029.97 | |
| 00046151 | CASPER STAR TRIBUNE | \$473.24 | |
| 00046435 | RICOH FINANCIAL SERVICES | \$1,021.31 | |
| 00046223 | IN SHAWN'S JOHNS LLC | \$70.00 | |
| 00045637 | WAL-MART #3778 | \$69.84 | |
| 00046360 | THE HOME DEPOT 6001 | \$31.96 | |
| 00046316 | LEGEND COMMUNICATIONS | \$397.80 | |
| 00046182 | BRECK MEDIA GROUP WY | \$408.00 | |
| 00046183 | FACEBOOK | \$499.39 | |
| 00046439 | WW GRAINGER | \$17.30 | |
| 00046436 | KISTLER TENT AND AWNIN | \$485.00 | |
| 00046183 | FACEBOOK | \$150.00 | |
| 00046306 | LOVCOM INC DBA SHERIDA | \$408.26 | |
| 00046193 | BURBACKS REFRIGERATION | \$237.50 | |
| 00046489 | WAL-MART #3778 | \$8.60 | |
| | | \$10,255.21 | Subtotal for Dept. Casper Events Center |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

P-CARD VENDORS

| | | |
|---|-------------------|--|
| 00046555 HTL HIGHTAIL | \$49.99 | |
| 00046553 ATLAS OFFICE PRODUCTS | \$53.60 | |
| 00046487 TOP OFFICE PRODUCTS IN | \$103.68 | |
| | \$207.27 | Subtotal for Dept. City Attorney |
| 00046019 COMTRONIX | \$156.00 | |
| 00046035 IN ALLURETECH/COFFEYN | \$42.00 | |
| | \$198.00 | Subtotal for Dept. City Hall |
| 00045961 IN AUDIE JEANS PHOTOG | \$20.00 | |
| | \$20.00 | Subtotal for Dept. City Manager |
| 00046395 AMBI MAIL AND MARKETIN | \$47.00 | |
| | \$47.00 | Subtotal for Dept. Code Enforcement |
| 00046255 AT&T 0512212711001 | \$41.42 | |
| 00046246 GUS GLOBALSTAR USA | \$125.60 | |
| 00045224 IN POWDER RIVER SHRED | \$70.00 | |
| 00046249 VZWLSS IVR VB | \$122.86 | |
| 00046319 BIG SKY COMMUNICATIONS | \$1,108.00 | |
| | \$1,467.88 | Subtotal for Dept. Communications Center |
| 00046511 III BOTTICELLI RISTORA | \$26.15 | |
| 00045961 IN AUDIE JEANS PHOTOG | \$52.50 | |
| 00046229 SAMS CLUB #6425 | \$96.75 | |
| 00046233 WM SUPERCENTER #1617 | \$7.86 | |
| 00046509 MERBACK AWARDS COMPANY | \$32.65 | |
| 00046323 CPU VENTURE TECH NETWO | \$910.00 | |
| 00046519 CASPER STAR TRIBUNE | \$1,198.20 | |
| 00046403 SUBWAY 03116324 | \$8.50 | |
| 00046352 IN AUDIE JEANS PHOTOG - Credi | (\$2.55) | |
| | \$2,330.06 | Subtotal for Dept. Council |
| 00046523 XEROX CORPORATION/RBO | \$29.28 | |
| 00045938 CASPER STAR TRIBUNE - Credit | (\$688.12) | |
| 00046494 XEROX CORPORATION/RBO | \$139.51 | |
| 00045518 CASPER STAR TRIBUNE | \$688.12 | |
| 00046495 XEROX CORPORATION/RBO | \$126.83 | |
| 00045999 ATLAS OFFICE PRODUCTS | \$212.78 | |
| | \$508.40 | Subtotal for Dept. Engineering |
| 00046047 IN AUDIMATION SERVICE | \$490.00 | |
| 00046586 ATLAS OFFICE PRODUCTS | \$151.72 | |
| 00045990 AMAZON MKTPLACE PMTS | \$36.77 | |
| 00046145 AMAZON MKTPLACE PMTS | \$9.65 | |
| 00046019 COMTRONIX | \$78.00 | |
| 00046271 HOSE & RUBBER SUPPLY | \$4.01 | |
| 00046314 BAUDVILLE INC. | \$137.34 | |
| | \$907.49 | Subtotal for Dept. Finance |
| 00046443 GREINER/CLAMP | \$18.82 | |
| 00046438 S&S CASPER- PARTS | \$37.40 | |
| 00046437 GREINER MOTOR COMPANY -FUEL PU | \$278.64 | |
| 00046440 JACKS TRUCK AND EQUIPMT | \$307.92 | |
| 00046443 GREINER MOTOR COMPANY | \$24.09 | |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

P-CARD VENDORS

| | | |
|----------|--------------------------------|------------|
| 00046463 | JACKS TRUCK AND EQUIPMT | \$167.14 |
| 00046464 | CASPER TIRE 0000705 | \$14.29 |
| 00046466 | FORCE AMERICA DISTRIBU | \$947.35 |
| 00046468 | SAFETY KLEEN SYSTEMS B | \$341.86 |
| 00046469 | STOTZ EQUIPMENT | \$189.53 |
| 00046483 | AMERI-TECH EQUIPMENT C | \$884.99 |
| 00046450 | IN ENVIRO-CLEAN INTER | \$43.06 |
| 00046188 | CASPER TIRE 0000705 | \$288.00 |
| 00046283 | NAPA-BATTERY | \$106.51 |
| 00046283 | NAPA-BATTERY | \$485.07 |
| 00046283 | NAPA-BELT/TENSIONER | \$151.80 |
| 00046423 | GREINER MOTOR COMPANY | \$37.08 |
| 00046283 | BEARING BELTCHAIN00244 | \$432.54 |
| 00046283 | NAPA | \$9.33 |
| 00046261 | WW GRAINGER - Credit | (\$20.04) |
| 00046254 | CMI-TECO | \$65.58 |
| 00046252 | DRIVE TRAIN CASPER | \$32.30 |
| 00046242 | GREINER MOTOR COMPANY - Credit | (\$28.36) |
| 00046241 | GREINER MOTOR COMPANY | \$49.36 |
| 00046283 | NAPA-BATTERY | \$323.38 |
| 00046195 | STOTZ EQUIPMENT | \$126.82 |
| 00046283 | NAPA-FRT & REAR BRAKE ROTORS | \$327.96 |
| 00046179 | STOTZ EQUIPMENT | \$23.09 |
| 00046178 | JACKS TRUCK AND EQUIPMT | \$25.94 |
| 00046173 | STOTZ EQUIPMENT | \$449.50 |
| 00046171 | GREINER BUICK GMC CADI | \$242.01 |
| 00046168 | CASPER TIRE 0000705 | \$90.00 |
| 00046167 | OSHKOSH CORP MCNEILUS | \$807.40 |
| 00046164 | STOTZ EQUIPMENT | \$915.07 |
| 00046001 | WYOMING MACHINERY CO | \$721.85 |
| 00046224 | EXPRESS EMPLOYMENT PRO | \$1,446.80 |
| 00046274 | CAPITAL BUSINESS SYSTE | \$26.00 |
| 00046220 | BRAKE SUPPLY COMPANY I | \$401.79 |
| 00045216 | NETWORK FLEET. INC. | \$18.95 |
| 00046198 | MIDLAND IMPLEMENT CO | \$66.31 |
| 00046311 | IN ARCHITECTURAL DOOR | \$941.16 |
| 00046411 | GREINER MOTOR COMPANY | \$149.90 |
| 00046402 | DRIVE TRAIN CASPER | \$34.43 |
| 00046401 | JACKS TRUCK AND EQUIPMT | \$271.39 |
| 00046397 | MIDLAND IMPLEMENT CO | \$95.70 |
| 00046384 | APPLIED IND TECH 2733 | \$202.86 |
| 00046381 | CASPER TIRE 0000705 | \$75.00 |
| 00046283 | NAPA-HTR SWITCH | \$13.36 |
| 00046344 | JACKS TRUCK AND EQUIPMT | \$79.23 |
| 00046283 | NAPA-CLAMP | \$9.33 |
| 00046328 | FREMONT MOTOR CASPER-CONTROL A | \$277.10 |
| 00046304 | FLEETPRIDE 893 | \$40.00 |
| 00046283 | NAPA-HOSE | \$62.51 |

Bills and Claims

City of Casper

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P-CARD VENDORS

| | | |
|---|--------------------|---|
| 00046295 CMI-TECO | \$514.58 | |
| 00046283 NAPA-LED LAMPS | \$126.58 | |
| 00046287 STOTZ EQUIPMENT | \$108.34 | |
| 00046286 BRAKE SUPPLY COMPANY I | \$82.35 | |
| 00046284 GREINER MOTOR COMPANY - Credit | (\$83.09) | |
| 00046283 NAPA-GROMMETS | \$5.03 | |
| 00046283 NAPA/BLWR MTR & RESISTOR | \$131.00 | |
| 00046298 ALPINE MOTOR SPORTS | \$37.95 | |
| 00046283 NAPA-A/C VALVE CORE | \$12.61 | |
| | \$14,064.45 | Subtotal for Dept. Fleet Maintenance |
| 00046491 MENARDS CASPER WY | \$35.92 | |
| | \$35.92 | Subtotal for Dept. Fort Caspar |
| 00046462 MOUNTAIN STATES LITHOG | \$74.85 | |
| | \$74.85 | Subtotal for Dept. General – Fort Caspar |
| 00046183 FACEBOOK | \$52.38 | |
| | \$52.38 | Subtotal for Dept. Golf Course |
| 00046394 IN PEDENS INC. | \$552.50 | |
| | \$552.50 | Subtotal for Dept. Hogadon |
| 00046377 DIAMOND VOGEL PAINT #7 | \$29.14 | |
| | \$29.14 | Subtotal for Dept. Ice Arena |
| 00046373 VZWRLSS APOCC VISB | \$379.68 | |
| 00046382 CAMPBELL PET CO - WHOL | \$444.08 | |
| 00046338 4IMPRINT | \$235.87 | |
| 00046418 PETCO 1456 63514566 | \$54.96 | |
| | \$1,114.59 | Subtotal for Dept. Metro Animal |
| 00046057 AMAZON MKTPLACE PMTS | \$44.90 | |
| 00045931 EXPRESS ARROW QPS | \$83.50 | |
| | \$128.40 | Subtotal for Dept. Municipal Court |
| 00046503 DIAMOND VOGEL PAINT #7 | \$46.42 | |
| 00045216 NETWORK FLEET. INC. | \$141.85 | |
| | \$188.27 | Subtotal for Dept. Parks |
| 00046441 ATLAS REPRODUCTION | \$75.00 | |
| 00046451 ATLAS REPRODUCTION | \$9.00 | |
| 00046395 AMBI MAIL AND MARKETIN | \$141.00 | |
| | \$225.00 | Subtotal for Dept. Planning |
| 00046299 FEDEX 99827835 | \$33.92 | |
| 00044260 PIZZA HUT #1816 | \$28.66 | |
| 00044268 DICKEYS WY-531 | \$11.65 | |
| 00046159 QUALITY OFFICE SOLUTIO | \$78.90 | |
| 00046156 CITY WOK | \$13.64 | |
| 00044296 SAPPORO | \$21.50 | |
| 00046146 UNITED 01626085432462 | \$25.00 | |
| 00044772 NOLAND FEED INC. | \$75.20 | |
| 00046297 HARTZ E&F TOWING & REC | \$80.00 | |
| 00046189 IRON DOOR PUB | \$13.86 | |
| 00046300 MOUNTAIN STATES LITHOG | \$286.40 | |
| 00044327 CENEX FARMERS 09882689 | \$32.17 | |

Bills and Claims

City of Casper

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P-CARD VENDORS

| | | |
|----------|------------------------|------------|
| 00046141 | CHIPOTLE 0514 | \$9.76 |
| 00046135 | SUPER 8 MOTEL - COLUMB | \$401.25 |
| 00046129 | SQ BROOKS HIGH BEE | \$13.30 |
| 00046126 | IN JERRY POST, PSY.D. | \$600.00 |
| 00044502 | CASPER ANIMAL MEDICAL | \$207.36 |
| 00046259 | ENTENMANN-ROVIN COMPAN | \$411.00 |
| 00046226 | UNITED 01626088188546 | \$25.00 |
| 00046266 | GALLS HQ | \$584.75 |
| 00046264 | MOUNTAIN STATES LITHOG | \$167.10 |
| 00046276 | ATLAS OFFICE PRODUCTS | \$313.72 |
| 00045902 | MCDONALD'S F6770 | \$22.43 |
| 00045868 | QUALITY OFFICE SOLUTIO | \$52.37 |
| 00046260 | CHIEF SUPPLY | \$256.85 |
| 00045805 | NOLAND FEED INC. | \$128.40 |
| 00046174 | 60059 - CITY CENTER RA | \$22.00 |
| 00046547 | HOMEDEPOT.COM | \$46.02 |
| 00044226 | OLD CHICAGO-GILLETTE | \$23.70 |
| 00046214 | CASPER ANIMAL MEDICAL | \$87.75 |
| 00044087 | JIMMY JOHNS - 2009 | \$10.68 |
| 00046203 | VERICOM, LLC | \$2,747.00 |
| 00044154 | CENEX FARMERS 09882689 | \$32.36 |
| 00044163 | QDOBA #748 QPS | \$14.65 |
| 00044174 | APPLEBEES NEIG98296411 | \$31.55 |
| 00044464 | HBP | \$96.01 |
| 00046551 | ATLAS OFFICE PRODUCTS | \$676.35 |
| 00046336 | MAVERIK #391 | \$21.21 |
| 00045560 | BEST WESTERN PLUS PLAZ | \$500.00 |
| 00046112 | POLITO'S PIZZA | \$6.00 |
| 00046281 | SPORTSMANS WAREHOUSE 1 | \$133.30 |
| 00044339 | THE MAIN BAGEL COMPANY | \$17.62 |
| 00045687 | UNITED 01624963312324 | \$559.70 |
| 00046279 | MONOPRICE INC | \$20.54 |
| 00045629 | HOTWIRE-SALES FINAL | \$202.34 |
| 00046215 | SAFARILAND, LLC | \$1,337.19 |
| 00046340 | PARTY AMERICA CASPER # | \$4.25 |
| 00046351 | RMI WYOMING INC | \$73.27 |
| 00046396 | STARBUCKS STORE 06515 | \$4.72 |
| 00046398 | ALBERTSONS STO00000604 | \$16.46 |
| 00046445 | CODE 4 PUBLIC SAFETY E | \$99.00 |
| 00046499 | WM SUPERCENTER #3778 | \$13.11 |
| 00045568 | BEST WESTERN PLUS PLAZ | \$500.00 |
| 00044881 | WYOMING CAMERA OUTFITT | \$298.58 |
| 00046256 | ATLAS OFFICE PRODUCTS | \$274.30 |
| 00046317 | INTOXIMETERS | \$255.90 |
| 00044832 | LARAMIE AREA VISITOR C | \$200.00 |
| 00046285 | MSAB INC | \$2,995.00 |
| 00044876 | WYOMING CAMERA OUTFITT | \$135.00 |
| 00046278 | MOUNTAIN STATES LITHOG | \$72.50 |

Bills and Claims

City of Casper

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P-CARD VENDORS

| | | | |
|----------|-------------------------------|--------------------|--|
| 00046248 | ULTRA MAX | \$3,570.00 | |
| 00046326 | PANDA EXPRESS #2019 | \$9.12 | |
| 00045047 | SAMS CLUB #6425 | \$47.36 | |
| 00046232 | SEA SALT | \$21.61 | |
| 00046318 | MOUNTAIN STATES LITHOG | \$261.85 | |
| 00046243 | SIXT RENT A CAR MSP | \$36.52 | |
| | | \$19,368.71 | Subtotal for Dept. Police |
| 00046303 | IN UGLY BUG FLY SHOP | \$324.05 | |
| 00046202 | QUALITY OFFICE SOLUTIO | \$186.44 | |
| 00046332 | DONELLS CANDIES INC | \$270.00 | |
| 00045127 | RAMKOTA HOTEL AND CONF | \$10,000.00 | |
| 00045667 | STAPLES 00114181 | \$15.99 | |
| 00045782 | STAPLES 00114181 | \$189.97 | |
| 00045667 | STAPLES 00114181 | \$46.06 | |
| 00046267 | YUMWICHES | \$88.60 | |
| | | \$11,121.11 | Subtotal for Dept. Police Grants |
| 00045216 | NETWORK FLEET. INC. | \$341.10 | |
| 00043668 | HILTON HOTELS CHICAGO | \$440.00 | |
| 00043658 | HILTON 720 SOUTH GRILL | \$96.63 | |
| | | \$877.73 | Subtotal for Dept. Property & Liability Insurance |
| 00046375 | TRUE FITNESS TECHNOLOG | \$323.32 | |
| | | \$323.32 | Subtotal for Dept. Recreation |
| 00046269 | SUTHERLANDS 2219 | \$129.25 | |
| 00045216 | NETWORK FLEET. INC. | \$460.31 | |
| 00045542 | REGISTER.COM 130C3DB7J | \$114.00 | |
| 00046194 | JOHNNY APPLESEED, INC. | \$11,300.00 | |
| 00046263 | QUALITY OFFICE SOLUTIO | \$147.99 | |
| 00046258 | QUALITY OFFICE SOLUTIO | \$103.99 | |
| 00046161 | JOHNNY APPLESEED, INC. | \$14,300.00 | |
| 00046199 | JOHNNY APPLESEED, INC. | \$14,200.00 | |
| 00046305 | SUTHERLANDS 2219 | \$51.00 | |
| 00045973 | PTI PEAKTECH TELPAR | \$123.20 | |
| 00046239 | CASPER STAR TRIBUNE | \$310.00 | |
| 00046210 | QUALITY OFFICE SOLUTIO | \$30.74 | |
| 00046185 | BRIDGER STEEL CASPER | \$5,106.94 | |
| 00046007 | LAS VEGAS SUPERSHUTTLE | \$40.00 | |
| 00046347 | BRIDGER STEEL CASPER - Credit | (\$243.19) | |
| 00046366 | WW GRAINGER | \$83.86 | |
| 00046391 | BAILEYS ACE HDWE | \$20.26 | |
| 00046407 | ALSCO INC. | \$135.20 | |
| | | \$46,413.55 | Subtotal for Dept. Refuse Collection |
| 00046048 | ATLAS OFFICE PRODUCTS | \$1,056.68 | |
| 00046095 | EPASALES | \$542.56 | |
| 00045216 | NETWORK FLEET. INC. | \$37.90 | |
| 00046127 | ALBERTSONS STO00000620 | \$20.34 | |
| 00046095 | EPASALES | \$1,493.75 | |
| | | \$3,151.23 | Subtotal for Dept. Sewer |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

P-CARD VENDORS

| | | | |
|---------------------------------|--------------------|---------------------------|--------------------|
| 00045216 NETWORK FLEET. INC. | \$561.78 | | |
| | \$561.78 | Subtotal for Dept. | Streets |
| 00046165 CASPER STAR TRIBUNE | \$485.88 | | |
| | \$485.88 | Subtotal for Dept. | Traffic |
| 00046034 RUSSELL INDUSTRIES INC | \$864.55 | | |
| 00045893 NORCO INC | \$989.35 | | |
| 00045897 JWC | \$8,590.00 | | |
| 00045952 ENERGY LABORATORIES | \$267.00 | | |
| 00046004 FERGUSON ENT #3069 | \$569.04 | | |
| 00045968 THE HOME DEPOT 6001 | \$29.60 | | |
| 00046013 UEI WATER PROGRAM | \$50.00 | | |
| 00045976 BACKFLOW PREVENTION SU | \$240.75 | | |
| 00046033 WATERWORKS INDUSTRIES | \$800.00 | | |
| 00046116 APS - UTILITIES | \$96.50 | | |
| 00045969 FASTENAL COMPANY01 | \$316.73 | | |
| 00046045 NORCO INC | \$77.75 | | |
| 00046177 URGENT CARE OF CASPER | \$282.00 | | |
| 00045970 CASPER WINNELSON CO | \$31.58 | | |
| 00046060 NORCO INC | \$865.00 | | |
| 00046152 NORCO INC | \$2,093.75 | | |
| 00046099 APS - UTILITIES | \$207.83 | | |
| 00046119 FLUID COMPONENTS INTL | \$3,464.00 | | |
| | \$19,835.43 | Subtotal for Dept. | Waste Water |
| 00046219 ATLAS OFFICE PRODUCTS | \$28.46 | | |
| 00046262 HOSE & RUBBER SUPPLY | \$39.92 | | |
| 00046368 ENERGY LABORATORIES, I | \$75.00 | | |
| 00046280 BEARING BELTCHAIN00244 | \$59.96 | | |
| 00046346 CASPER CONTRACTORS SUP | \$419.80 | | |
| 00046204 RMI WYOMING INC | \$117.94 | | |
| 00046390 THE HOME DEPOT 6001 | \$59.80 | | |
| 00046387 ENERGY LABORATORIES, I | \$340.00 | | |
| 00046273 HOSE & RUBBER SUPPLY | \$11.43 | | |
| 00046363 DANA KEPNER CO. | \$98.00 | | |
| 00045946 ENERGY LABORATORIES, I | \$300.00 | | |
| 00046345 CRUM ELECTRIC SUPPLY C | \$336.90 | | |
| 00046330 MENARDS CASPER WY | \$16.88 | | |
| 00046288 DANA KEPNER CO. | \$1,210.84 | | |
| 00046275 SUTHERLANDS 2219 | \$13.38 | | |
| 00046065 CPU VENTURE TECH NETWO | \$837.52 | | |
| 00045956 ENERGY LABORATORIES, I | \$320.00 | | |
| 00046364 SUTHERLANDS 2219 | \$13.22 | | |
| 00046265 SUTHERLANDS 2219 | \$4.36 | | |
| 00045974 HARBOR FREIGHT TOOLS 3 | \$21.99 | | |
| 00046040 URGENT CARE OF CASPER | \$32.00 | | |
| 00045962 WYOMING STEEL AND RECY | \$78.00 | | |
| 00046082 USPS 57155809430310940 | \$2.45 | | |
| 00046089 ENERGY LABORATORIES, I | \$50.00 | | |
| 00046231 WATERWORKS INDUSTRIES | \$101.88 | | |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

P-CARD VENDORS

| | | | |
|---------------------------------|---------------------|----------------------------|------------------------------|
| 00045216 NETWORK FLEET. INC. | \$132.65 | | |
| 00045997 WW GRAINGER | \$40.32 | | |
| | \$4,762.70 | Subtotal for Dept. | Water |
| 00046049 ENERGY LABORATORIES | \$225.00 | | |
| 00046028 ENERGY LABORATORIES | \$42.00 | | |
| 00046110 USPS 57155804730311021 | \$7.15 | | |
| 00046050 ENERGY LABORATORIES | \$20.00 | | |
| 00046022 ENERGY LABORATORIES | \$225.00 | | |
| 00046069 ENERGY LABORATORIES | \$150.00 | | |
| 00046070 ENERGY LABORATORIES | \$369.00 | | |
| 00046020 ENERGY LABORATORIES | \$150.00 | | |
| 00046086 EUROFINS EATON ANALYTI | \$200.00 | | |
| 00046142 ENERGY LABORATORIES | \$75.00 | | |
| 00046144 ENERGY LABORATORIES | \$225.00 | | |
| 00046190 ENERGY LABORATORIES | \$1,770.00 | | |
| 00045923 ATLAS OFFICE PRODUCTS | \$163.70 | | |
| 00045917 COASTAL CHEMICAL CO LL | \$166.49 | | |
| 00045916 SMITHS FOOD #4185 | \$27.87 | | |
| 00046307 CASPER STAR TRIBUNE | \$48.28 | | |
| 00046294 FERGUSON ENT #3069 | \$145.30 | | |
| 00046291 CASPER STAR TRIBUNE | \$113.72 | | |
| 00046221 UNITED STATES WELDING | \$3,196.02 | | |
| 00045954 UPS 0000008F045W256 | \$145.87 | | |
| | \$7,465.40 | Subtotal for Dept. | Water Treatment Plant |
| | \$182,505.41 | Subtotal for Vendor | |

POSTAL PROS, INC.

| | | | |
|---------------------------|-------------------|----------------------------|----------------|
| 2710 UTILITY BILLING FEES | \$352.60 | | |
| 2668 UTILITY BILLING FEES | \$2,766.90 | | |
| 2686 UTILITY BILLING FEES | \$3,289.56 | | |
| 2667 UTILITY BILLING FEES | \$3,037.90 | | |
| | \$9,446.96 | Subtotal for Dept. | Finance |
| | \$9,446.96 | Subtotal for Vendor | |

PUBLIC TECHNOLOGY, INC.

| | | | |
|---------------------|-------------------|----------------------------|-----------------------------|
| 20588110 MEMBERSHIP | \$5,000.00 | | |
| | \$5,000.00 | Subtotal for Dept. | Information Services |
| | \$5,000.00 | Subtotal for Vendor | |

PUBWORKS

| | | | |
|--------------------------|-------------------|----------------------------|----------------------|
| 219-003 PUBWORKS SUPPORT | \$1,917.50 | | |
| | \$1,917.50 | Subtotal for Dept. | Parks |
| 219-003 PUBWORKS SUPPORT | \$1,917.50 | | |
| | \$1,917.50 | Subtotal for Dept. | Streets |
| 219-003 PUBWORKS SUPPORT | \$1,000.00 | | |
| | \$1,000.00 | Subtotal for Dept. | Weed And Pest |
| | \$4,835.00 | Subtotal for Vendor | |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

QUALITY OFFICE SOLUTIONS

0067354-001 COPIER TONER

\$500.00

\$500.00 Subtotal for Dept. Sewer

0067354-001 COPIER TONER

\$500.00

0067354-001 COPIER TONER

\$1,033.18

\$1,533.18 Subtotal for Dept. Water

\$2,033.18 Subtotal for Vendor

ROBINSON, JENNIFER

0026852988 UTILITY REFUND

\$50.07

\$50.07 Subtotal for Dept. Water

\$50.07 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00014906301619 ELECTRICITY

\$5,855.96

54730761-112 9 ELECTRICITY

\$4,585.38

\$10,441.34 Subtotal for Dept. Aquatics

AP00016706301619 ELECTRICITY

\$7,060.27

\$7,060.27 Subtotal for Dept. Balefill

AP00015306301619 ELECTRICITY

\$21,983.26

\$21,983.26 Subtotal for Dept. Casper Events Center

AP00015006301619 ELECTRICITY

\$235.13

\$235.13 Subtotal for Dept. Cemetery

AP00015106301619 ELECTRICITY

\$4,502.92

AP00015106301619 ELECTRICITY

\$510.98

AP00015106301619 ELECTRICITY

\$35.75

AP00015106301619 ELECTRICITY

\$835.32

\$5,884.97 Subtotal for Dept. City Hall

AP00015506301619 ELECTRICITY

\$2,893.48

\$2,893.48 Subtotal for Dept. Fire

AP00015406301619 ELECTRICITY

\$3,369.26

\$3,369.26 Subtotal for Dept. Fleet Maintenance

54730761-098 0 ELECTRICITY

\$1,312.96

\$1,312.96 Subtotal for Dept. Fort Caspar

AP00015706301619 ELECTRICITY

\$5,684.75

\$5,684.75 Subtotal for Dept. Golf Course

AP00015806301619 ELECTRICITY

\$1,965.32

\$1,965.32 Subtotal for Dept. Hogadon

AP00015906301619 ELECTRICITY

\$4,734.84

\$4,734.84 Subtotal for Dept. Ice Arena

AP00016006301619 ELECTRICITY

\$1,162.06

\$1,162.06 Subtotal for Dept. Metro Animal

54730761-103 8 ELECTRICITY

\$3,137.55

54730761-131 9 ELECTRICITY

\$5,775.04

54730761-132 7 ELECTRICITY

\$2,109.93

\$11,022.52 Subtotal for Dept. Parks

AP00016206301619 ELECTRICITY

\$340.73

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

ROCKY MOUNTAIN POWER

| | | | |
|------------------------------|---------------------|----------------------------|--------------------|
| | \$340.73 | Subtotal for Dept. | Police |
| AP00015206301619 ELECTRICITY | \$5,013.34 | | |
| | \$5,013.34 | Subtotal for Dept. | Recreation |
| AP00016306301619 ELECTRICITY | \$476.15 | | |
| | \$476.15 | Subtotal for Dept. | Sewer |
| 54730761-118 6 ELECTRICITY | \$86.46 | | |
| 54730761-106 1 ELECTRICITY | \$46,354.89 | | |
| | \$46,441.35 | Subtotal for Dept. | Streets |
| AP00016606301619 ELECTRICITY | \$28,184.18 | | |
| | \$28,184.18 | Subtotal for Dept. | Waste Water |
| AP00016506301619 ELECTRICITY | \$34,393.10 | | |
| | \$34,393.10 | Subtotal for Dept. | Water |
| | \$192,599.01 | Subtotal for Vendor | |

RONE, MARVIN

| | | | |
|---------------------------|---------------|----------------------------|--------------|
| 0026852994 UTILITY REFUND | \$5.50 | | |
| | \$5.50 | Subtotal for Dept. | Water |
| | \$5.50 | Subtotal for Vendor | |

ROTARY CLUB OF CASPER

| | | | |
|------------------|-----------------|----------------------------|---------------------|
| 3837 ROTARY DUES | \$217.00 | | |
| | \$217.00 | Subtotal for Dept. | City Manager |
| | \$217.00 | Subtotal for Vendor | |

S/D, INC.

| | | | |
|---------------|-------------------|----------------------------|-----------------|
| 15787 LOCKERS | \$3,868.00 | | |
| | \$3,868.00 | Subtotal for Dept. | Aquatics |
| | \$3,868.00 | Subtotal for Vendor | |

SALDIVAR, MARIA

| | | | |
|---------------------------|----------------|----------------------------|--------------|
| 0026852989 UTILITY REFUND | \$48.30 | | |
| | \$48.30 | Subtotal for Dept. | Water |
| | \$48.30 | Subtotal for Vendor | |

SENIOR PATIENT ADVOCATES

| | | | |
|------------------------------------|-------------------|----------------------------|-------------------------|
| 2016-0335 SENIOR PATIENT ADVOCATES | \$6,300.00 | | |
| | \$6,300.00 | Subtotal for Dept. | Health Insurance |
| | \$6,300.00 | Subtotal for Vendor | |

SPECK, JESSIE

| | | | |
|---------------------------|----------------|----------------------------|--------------|
| 0026852990 UTILITY REFUND | \$46.57 | | |
| | \$46.57 | Subtotal for Dept. | Water |
| | \$46.57 | Subtotal for Vendor | |

SPELLMAN TECHNOLOGIES, INC.

| | | | |
|--------------------|---------------------|---------------------------|------------------------------|
| 32937B MAINTENANCE | \$121,227.45 | | |
| | \$121,227.45 | Subtotal for Dept. | Communications Center |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

SPILLMAN TECHNOLOGIES, INC.

\$121,227.45 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

| | | | |
|---------|--------------------------------|--------------------|--------------------------------------|
| 1068259 | PLATTE RIVER RESTORATION | \$5,160.00 | |
| | | \$5,160.00 | Subtotal for Dept. Refuse Collection |
| 1064341 | NORTH PLATTE RIVER RESTORATION | \$6,273.75 | |
| | | \$6,273.75 | Subtotal for Dept. Streets |
| | | \$11,433.75 | Subtotal for Vendor |

STAR LINE FEEDS

| | | | |
|--------|----------|-----------------|---------------------------------|
| 239785 | PET FOOD | \$533.45 | |
| | | \$533.45 | Subtotal for Dept. Metro Animal |
| | | \$533.45 | Subtotal for Vendor |

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

| | | | |
|----------------|------------------------------|-----------------|-----------------------------|
| EI0000413-2015 | AIR QUALITY TESTING | \$604.10 | |
| A0002453 | AIR QUALITY TESTNG PERSONNEL | \$58.00 | |
| | | \$662.10 | Subtotal for Dept. Balefill |
| | | \$662.10 | Subtotal for Vendor |

STATE OF WY. - DEPT. OF REVENUE

| | | | | |
|-----------|-----------|-----------|--------------------|---|
| JUNE 2016 | JUNE 2016 | SALES TAX | \$78.20 | |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$24.14 | |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$761.36 | |
| | | | \$863.70 | Subtotal for Dept. Aquatics |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$248.75 | |
| | | | \$248.75 | Subtotal for Dept. Balefill |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$1,854.67 | |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$105.52 | |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$83.44 | |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$178.29 | |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$22,431.84 | |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$1,886.76 | |
| | | | \$26,540.52 | Subtotal for Dept. Casper Events Center |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$552.81 | |
| | | | \$552.81 | Subtotal for Dept. Fort Caspar |
| JUNE 2016 | JUNE 2016 | SALES TAX | (\$834.36) | |
| | | | (\$834.36) | Subtotal for Dept. General Fund Revenue |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$51.88 | |
| | | | \$51.88 | Subtotal for Dept. Ice Arena |
| JUNE 2016 | JUNE 2016 | SALES TAX | \$1.17 | |
| | | | \$1.17 | Subtotal for Dept. Recreation |
| | | | \$27,424.47 | Subtotal for Vendor |

STATE OF WY. - NOTARY DIV.

| | | | |
|------------|--------|---------|--|
| RIN0026839 | NOTARY | \$30.00 | |
| RIN0026838 | NOTARY | \$30.00 | |

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

STATE OF WY. - NOTARY DIV.

\$60.00 Subtotal for Dept. Police

\$60.00 Subtotal for Vendor

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0026803 CWSRF#128 PRINCIPAL PAYMENT

\$3,434.22

\$3,434.22 Subtotal for Dept. Waste Water

RIN0026807 DWSRF#046 PRINCIPAL PAYMENT

\$73,399.41

RIN0026806 DWSRF#055 PRINCIPAL PAYMENT

\$71,563.61

RIN0026806 DWSRF#055-INTEREST PAYMENT

\$24,657.08

RIN0026804 DWSRF#036 PRINCIPAL PAYMENT

\$75,181.15

RIN0026807 DWSRF#046-INTEREST PAYMENT

\$22,821.28

RIN0026805 DWSRF#051 PRINCIPAL PAYMENT

\$27,727.05

RIN0026805 DWSRF#051-INTEREST PAYMENT

\$8,644.69

RIN0026804 DWSRF#036 INTEREST PAYMENT

\$21,039.54

\$325,033.81 Subtotal for Dept. Water

\$328,468.03 Subtotal for Vendor

TRAFFIC DATA INC DBA: COUNTINGCARS.COM

2494 FY16 TRAFFIC RADAR COUNTERS

\$1,141.20

2494 FY16 TRAFFIC RADAR COUNTERS

\$10,858.80

\$12,000.00 Subtotal for Dept. Metropolitan Planning

2494 FY16 TRAFFIC RADAR COUNTERS

\$1,671.00

\$1,671.00 Subtotal for Dept. Traffic

\$13,671.00 Subtotal for Vendor

VICTORIA GONZALES

RIN0026583 CDL REIMBURSEMENT

\$22.50

\$22.50 Subtotal for Dept. Parks

\$22.50 Subtotal for Vendor

VIEWPOINT GOVERNMENT SOLUTIONS, INC.

2229 SOFTWARE LICENSE

\$2,250.00

\$2,250.00 Subtotal for Dept. Code Enforcement

2229 SOFTWARE LICENSE

\$450.00

\$450.00 Subtotal for Dept. Engineering

\$2,700.00 Subtotal for Vendor

VISION SVC. PLAN

RIN0026832 EMPLOYEE BENEFITS

\$196.14

RIN0026831 COBRA CONTRIBUTIONS

\$36.98

\$233.12 Subtotal for Dept. Health Insurance

\$233.12 Subtotal for Vendor

VISITS LLC

3369 CAR WASH TOKENS

\$93.37

\$93.37 Subtotal for Dept. Police

\$93.37 Subtotal for Vendor

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

WARDWELL WATER & SEWER DISTRICT

RIN0026811 BOOSTER IRRIGATION WATER

\$67.87

\$67.87 Subtotal for Dept. Water Treatment Plant

\$67.87 Subtotal for Vendor

WATER TECHNOLOGY GROUP

5369644 PUMP REPAIR

\$2,512.32

\$2,512.32 Subtotal for Dept. Sewer

\$2,512.32 Subtotal for Vendor

WESTERN IDENTIFICATION NETWORK, INC.

101473 SOFTWARE MAINTENANCE

\$7,421.00

\$7,421.00 Subtotal for Dept. Police

\$7,421.00 Subtotal for Vendor

WHITE, WHITNEY/DONALD

0026806949 UTILITY REFUND

\$14.40

\$14.40 Subtotal for Dept. Water

\$14.40 Subtotal for Vendor

WILLS, MARK

0026806954 UTILITY REFUND

\$44.42

0026806954 UTILITY REFUND

\$75.00

0026806954 UTILITY REFUND

\$75.00

\$194.42 Subtotal for Dept. Water

\$194.42 Subtotal for Vendor

WY. ASSOC. OF RISK MGMT.

960 PROPERTY ASSESSMENT

\$437,480.13

160 LIABILITY ASSESSMENT

\$597,667.00

1004 CRIME COVERAGE

\$3,130.02

\$1,038,277.15 Subtotal for Dept. Property & Liability Insurance

\$1,038,277.15 Subtotal for Vendor

WY. BUSINESS COALITION ON HEALTH, INC.

2016 JULY-DEC ASSOCIATION DUES

\$5,060.00

\$5,060.00 Subtotal for Dept. Health Insurance

\$5,060.00 Subtotal for Vendor

WY. MACHINERY CO.

R13823171 EQUIPMENT RENTAL

\$30,857.52

\$30,857.52 Subtotal for Dept. Balefill

\$30,857.52 Subtotal for Vendor

WYCOMP, INC.

RIN0026784 SAMPLING

\$992.00

\$992.00 Subtotal for Dept. Water Treatment Plant

\$992.00 Subtotal for Vendor

Bills and Claims

City of Casper

06-Jul-16 to 19-Jul-16

YOUTH CRISIS CENTER CORP.

June2016 FUNDING

\$4,721.15
\$4,721.15 Subtotal for Dept. Social Community Services
\$4,721.15 Subtotal for Vendor

ZAC LOWNDES

RIN0026846 TRAVEL EXPENSES

\$300.87
\$300.87 Subtotal for Dept. Police
\$300.87 Subtotal for Vendor

Grand Total **\$5,168,382.81**

Approved By:

On:

July 15, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Establish August 2, 2016, as Public Hearing Date for consideration of the Sale of City-owned property to the State of Wyoming.

Recommendation:

That Council, by minute action, establish August 2, 2016, as the public hearing date for consideration of the Sale of City-owned property to the State of Wyoming.

Summary:

The State of Wyoming has been working on a Casper campus concept for the past few years. They recently decided to purchase a tract of City-owned property. The site is approximately six (6) acres in size and located south of Midwest Avenue in the Old Yellowstone District between Ash and Walnut Streets.

The sale of this property is intended to benefit the public by consolidating State services in one convenient location for the community.

Wyoming State Statute 15-1-112 states that a city may sell real property to the State of Wyoming for use by the State or any agency after a public hearing, which includes the appraised value of the real property, publication of the proposed sale for three (3) consecutive weeks in the newspaper, and notice of the proposed terms of the contract.

July 14, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for consideration of a Council-initiated zone change.

Recommendation:

That Council, by ordinance, approve 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 may 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.

The form-based code was the first of its kind adopted in Wyoming, and differs from traditional zoning in that the emphasis is not primarily on regulating the land uses themselves, but instead, the code focuses on the design, form, and architecture of development. The purpose of these efforts was to manage the redevelopment and reinvigoration of the 130-acre area, and to create an extension of the downtown which would be similar in character, appearance and design.

At the time that the plan was developed and the OYDSPC form-based code was adopted there were plans by the Wyoming Department of Transportation (WYDOT) for the reconstruction of South Poplar Street as a tree-lined boulevard street with landscaped islands in the median. The reconstruction of South Poplar Street would have required the acquisition of additional right-of-way in the area, resulting in the razing of a significant number of structures. WYDOT's plans have never materialized.

The area generally west of the Natrona County High School campus was also included in the Federal Department of Justice's "Weed and Seed" program, which was developed to

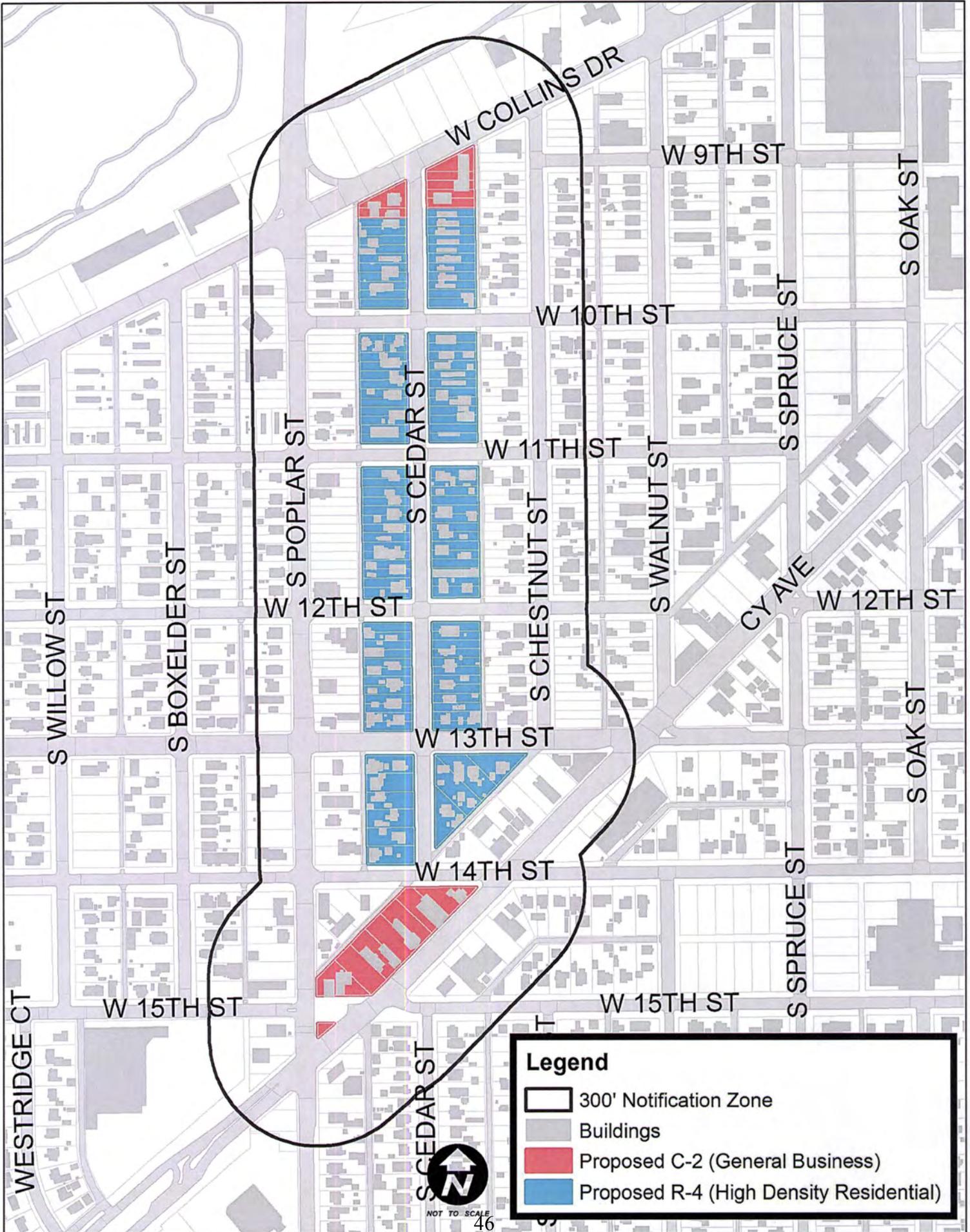
demonstrate an innovative and comprehensive approach to law enforcement and community revitalization, and to prevent and control violent crime, drug abuse and gang activity in target areas. The program attempted to “weed out” crime, and to “seed” the area, or in other words, restore the neighborhood through social and economic revitalization. At the time that the boundaries were being determined for the OYDSPC, the City Council decided to extend the eastern border of the South Poplar Street Corridor one and a half (1 1/2) blocks to the east of Poplar Street to overlap the weed and seed area.

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 heavily 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, thereby returning 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. In addition to the legally mandated public notification process, staff also sent a letter to all affected property owners explaining the proposed zone change and offering to answer any questions that they may have.

An ordinance has been provided for Council’s consideration.

South Poplar Street Corridor Zone Change



ORDINANCE NO. 8-16

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

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

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

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

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

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

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

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

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

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

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

SECTION 1:

The following properties shall be rezoned from OYDSPC as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 2016.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

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

Template 10/16/15

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:

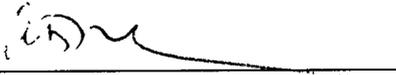
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 17th day of November 2015.

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

PASSED, APPROVED AND ADOPTED on third and final reading this _____ 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 17th day of November, 2015.

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

PASSED, APPROVED AND ADOPTED on third and final reading this _____ 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:

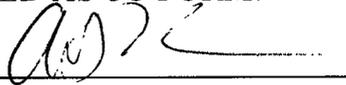
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 17th day of November, 2015.

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

PASSED, APPROVED AND ADOPTED on third and final reading this _____ 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:

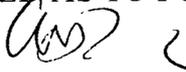
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 17th day of November 2015.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 12, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Doug Follick, Leisure Services Director
Alan Kieper, Special Facilities Manager

SUBJECT: Mountain Sports Lease Agreement for Equipment Rental at the Hogadon Ski Area

Recommendation:

That Council, by resolution, authorize a lease agreement between the City of Casper and Mountain Sports, for the operation of ski and snowboard equipment rental, for the 2016-2017 ski season, at the Hogadon Ski Area.

Summary:

A new lease agreement has been negotiated between the City of Casper and Mountain Sports for the 2016-2017 ski season. Over the past couple of years, this Agreement has provided equipment rental service, improved the use and enjoyment of the ski area, and provided a seasonal income range of \$2,500-\$3,000 for the City of Casper. Offering equipment rental at affordable prices, by knowledgeable staff, on-site is extremely beneficial for the customers who utilize Hogadon Ski Area.

The 2016-2017 Mountain Sports lease agreement contains a twelve (12) month lease term (July 1, 2016 through June 30, 2017), and a 3% gross receipts revenue compensation assigned to the City. Due to last season's operational success, Mountain Sports wanted to renegotiate an additional one year lease agreement with the City, prior to the completion of the new lodge.

For many years Mountain Sports has provided equipment rental at Hogadon. Mountain Sports has maintained quality in their products and provided excellent customer service for their patrons.

An Agreement and resolution have been prepared for Council's consideration.

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into the ____ day of _____, 2016 between the City of Casper, 200 North David Street, Casper, Wyoming, 82601, referred to as "Landlord," and Mountain Sports, 543 South Center, Casper, Wyoming, 82601, referred to as "Tenant."

In consideration of the rents, covenants, and conditions herein set forth, Landlord and Tenant hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

On the conditions described herein, Landlord does hereby agree to lease to Tenant, and Tenant does hereby agree to take from Landlord for the term hereinafter provided, the lower half of the new ski patrol building located at Hogadon Ski Area and designated by the Landlord, suitable for ski and snowboard rentals. The Landlord will furnish the additions of door swings, door push bars, 2 covered overhead lights, 4 pole power outlets, exit sign, falling ice protection and work with the Tenant on developing exterior building step access to the lower building level.

2. LEASE TERM:

The term of this lease shall be for a period of twelve (12) months in one (1) year (to include the 2016-2017 ski season) commencing on the 1st day of July, 2016, to and including the 30th day of June, 2017.

3. RENT:

Tenant shall pay to Landlord a guaranteed minimum of three percent (3%) of the gross receipts for the season, derived by Tenant as result of its business operations at the Hogadon Ski Area. Gross receipts are defined as total receipts, less sales tax, for all business transacted at the ski area. Tenant shall pay within twenty (20) days of the end of each calendar month commencing on December 20, 2016, to Landlord a sum equal to three percent (3%) of the gross receipts for the month. All such rents shall be payable to Landlord at 200 North David Street, Casper, Wyoming, 82601. If Tenant fails to make any payment in a timely manner, in addition to the amount otherwise due, Tenant shall pay a penalty equal to five percent (5%) of the amount otherwise due, together with interest at the rate of eighteen percent (18%) per annum on the total due, from the due date until paid in full. A final payment, if due, for three percent (3%) of the gross receipts for the season, would be due no later than May 20, 2017, with the same interest and penalty provisions as for monthly payments.

4. PURPOSE:

The demised premises are let to Tenant for the sole and exclusive purpose of operating a ski and snowboard rental business, maintenance, and related sales of winter sports equipment and accessories; provided, however, Tenant shall not utilize the facilities for the sale of food, servicing, or rental of snowmobiles, or the provision of downhill ski lessons. Unless otherwise listed, Tenant must obtain permission from Landlord to sell items in its retail business. The

Tenant may display merchandise for sale in the Hogadon Lodge ticket sales display area, with approval of the Ski Area Superintendent.

5. EXCLUSIVITY:

Tenant is hereby given the exclusive right to rent and sell the listed items within the confines of Hogadon Ski Area. Any other vendors of the listed items will not be permitted to operate within the confines of Hogadon Ski Area without the express permission of Tenant. Such permission may be withheld by Tenant for any reason during the term of this lease.

6. LAWS AND REGULATIONS:

Tenant shall be solely responsible for compliance with all laws, orders, and regulations of federal, state and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Tenant with respect to the real property and fixed assets. Tenant shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease.

7. INSURANCE AND DAMAGE:

Landlord shall keep the building of which the demised premises are a part insured against loss or damage by fire or other casualty. In the event the demised premises are damaged or destroyed by fire or other causes not directly attributable to the negligence of Tenant, then Landlord shall forthwith proceed with due diligence to repair and restore the same to the same condition as existed before such damage or destruction; provided, however, that in the event that the demised premises are damaged or destroyed by fire or other causes to the extent that, in the opinion of the Landlord, it would not be feasible to repair or rebuild the demised premises, the Landlord may, at its option, terminate this Lease instead of rebuilding and repairing the demised premises. If because of fire or other cause the demised premises are rendered untenable, then the rent shall abate until the premises are restored to their former condition.

In the event that the premises are rendered untenable by virtue of fire or other casualty, the Landlord must elect within fifteen (15) days of such fire or other casualty to restore said premises or terminate said Lease as above provided and shall give Tenant written notice of such election within said fifteen (15) day period. In the event Landlord elects to rebuild the demised premises, then within fifteen (15) days after the fifteen (15) day period it shall commence such restoration and prosecute the same with due diligence. In the event that Landlord fails and neglects to notify Tenant within such fifteen (15) day period, that Tenant may, at its option, terminate this Lease by giving Landlord written notice thereof. Tenant shall insure all of its property on the demised premises and will hold harmless and indemnify Landlord against any loss, cost, or damages to said property.

7.1 Prior to commencement of work, Tenant shall procure and at all times maintain with insurer acceptable to the Landlord the following minimum insurance protecting the Tenant and Landlord against liability from damages because of injuries, including death, suffered by persons, including employees of the Landlord, and liability from damages to

property arising from and growing out of the Tenant's negligent operations in connection with the performance of this agreement.

| | <u>LIMITS</u> |
|------------------------------------|-----------------------------------|
| A. Workers' Compensation | Statutory |
| B. Comprehensive General Liability | \$500,000 Combined single unit |

7.2 Tenant shall provide the Landlord with certificates evidencing such insurance as outlined above **prior** to beginning any occupancy under this agreement. Such certificates shall provide thirty (30) days advance notice to Landlord of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers' Compensation insurance, shall list the Landlord as an additional insured.

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

7.4 Tenant agrees to forever indemnify the Landlord, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damages to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Tenant.

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

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

8. ADVERTISING:

Tenant shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter at the facility and or on the property. All advertising shall be subject to the Landlord's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at

the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Tenant shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person and shall indemnify and hold harmless the City against any and all claims and costs, including legal fees for any such infringement either actual or alleged. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Lease (agreement). It is understood and agreed that any approval by the Landlord of advertising material shall not constitute a waiver of Tenant obligations concerning such violations or infringement.

Tenant agrees to participate and work in cooperation with the Landlord, Ski Area Management, Casper Mountain Snow Sports School, and Casper Mountain Racers to assist in mutually beneficial advertising, marketing, and promotional ski packaging efforts.

The parties agree that all advertising in place at the facility and/or on the leased property is owned by the Tenant and shall remain the property of the Tenant, and shall be subject to removal by Tenant at any time. Tenant agrees to indemnify and hold the Landlord harmless with respect to all claims alleging such violations, without cost to the Landlord.

9. INDEMNITY OF LANDLORD:

In further consideration of this Lease, Tenant agrees to indemnify and hold harmless the Landlord in the event of any death or injury to persons or damage to property which may result from or arise out of the use or occupancy of the real property and fixed assets, or any action done thereon by the Tenant, its agents or employees, customers, or any person coming or being thereon by license or permission of Tenant, expressed or implied, or otherwise entering upon the property, and Tenant agrees to indemnify Landlord and hold harmless from any and all costs, damages, attorney's fees, expenses, and liability to any persons or property for any such causes, except loss or injury due to negligence of the Landlord.

10. ASSIGNMENT:

Tenant may assign this Lease in whole or part and may sublet all or part of the leased premises with the prior written consent of the Landlord; however, notwithstanding assignment or sublease, Tenant shall remain fully liable on this Lease (agreement) and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

11. RIGHT TO ENTRY:

The Landlord reserves the right to enter the leased property for the purpose of maintenance, public safety, and other general inspections. Landlord and Tenant shall conduct pre-season/post-season leased facility inspections, to insure facility is in the same condition as when initially leased/returned.

12. MAINTENANCE:

Tenant shall, during the term of this Lease or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with operation of the Tenant's intended use of those premises and facilities, and as necessary to adequately protect clients, guests, invites, and participants, and shall at his sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of the Tenant, and at the sole discretion of the Landlord, the Landlord may provide reasonable maintenance of the leased premises and facilities; however, the cost of said maintenance shall be paid by the Tenant. Notice of required maintenance may be made by Landlord and Tenant will abate the problem within seven (7) days, unless otherwise agreed in writing by Landlord.

Landlord shall, during the term of this Lease or any renewals thereof, perform major premises and facility repairs and maintenance to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single incident of repair exceeds *Two Hundred Dollars (\$200) per occurrence*. Tenant shall be responsible for all minor maintenance and repairs to the premises and facilities, in the previously noted system and amenity categories, in which each single incident of maintenance or repair is *Two Hundred Dollars (\$200) per occurrence*, and less. Each party, except in the case of an emergency, shall inform the other, prior to the repair(s) required, of the location, nature, necessity, and quoted price of the repair(s) that are being made to the leased premises and facilities.

Landlord agrees to maintain and repair all entrance/egress doors, locks, and closures; and provide Tenant with five (5) keys to the leased premises.

13. ADDITIONS, ALTERATIONS AND IMPROVEMENTS:

The Tenant, at its sole cost, risk, and expense; may construct both temporary and permanent facilities or fixtures for its benefit and the benefit of clients, customers and participants. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements and such other requirements as may be prescribed by the Landlord.

The plans and specification for any additional temporary and permanent facilities and fixtures shall first be submitted to the Landlord for approval in accordance with existing codes and/or standards, prior to construction. At the time of submission, the Tenant shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Landlord shall have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, upon approval of City Construction Codes.

Tenant may, upon termination of the Lease, remove all facilities or fixtures it constructed and which are of a temporary nature. Any permanent facility or fixture shall be considered the property of the Landlord.

The Landlord reserves the right to make such improvements to the property, facilities or fixtures as it may desire, upon reasonable notice to Tenant, provided the improvements do not

substantially conflict with the intended use of the premises described herein, as determined by the Landlord, or its designated representative.

14. UTILITIES:

The Landlord shall, at its own cost and expense, provide all utilities upon the leased premises, and shall pay as and when due all utility charges. Landlord will provide a telephone line to the equipment rental building; Tenant will pay for telephone line activation and use.

15. DEFAULT AND SURRENDER OF LEASED PREMISES:

In the event Tenant shall fail to make any payment called for within fifteen (15) days after the same shall fall due, the Landlord may terminate this Lease by giving Tenant written notice of such termination; or, in the event the Tenant fails to perform any other obligations called for herein on his part to be performed, and upon receiving written notice of such deficiency by Landlord, and upon Tenant's failure to cure such deficiency within fifteen (15) days after receipt of such notice; the Landlord may, by written notice to Tenant, terminate this Lease Agreement.

Upon such termination, Landlord shall be entitled to possession of the leased premises and all permanent improvements therein made by Tenant, without further notice or demand, and Tenant shall peacefully surrender the leased premises and all other permanent improvements therein made by Tenant. If Tenant shall refuse to surrender and deliver up the possession of the premises, the Landlord without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

16. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Tenant shall pay and indemnify Landlord against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises and facilities after Tenant's default in surrendering possession upon the expiration or early termination of the term of this Lease, or enforcing any covenant of the Tenant herein contained.

17. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Tenant shall, at the expiration of the leased term or any renewal thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon; except for temporary facilities or fixtures put in at the expense of the Tenant, or at the expense of any subtenant, subject; however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Tenant at the expiration of the lease term, or any renewal thereof, and all property not so removed shall be deemed abandoned by the Landlord.

Landlord has the option to purchase all of the removable property (excluding equipment) that the Tenant has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease (agreement). The purchase price shall be the fair market value of the assets at the time of termination or expiration of the Lease.

18. FINANCIAL RECORDS:

Tenant shall, with respect to all business done by it at the Hogadon Ski Area, keep true and accurate accounts, records, books, and data which shall, among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and also the gross receipts of said business and the aggregate amount of sales and services and orders and of all Tenant's business done upon the premises.

Tenant shall provide both a complete, full-day rental schedule and a complete, half-day rental schedule on those days when Landlord offers the public both a full-day ski lift ticket and a half-day lift ticket.

The term gross receipts as used herein shall include the gross sales or rental price of all goods, wares, and merchandise of any nature or kind whatsoever sold or rented in, on, from, upon, and through said demised premises or any part thereof and rental or wholesale, whether singly or in bulk, including all goods, wares, and merchandise sold or rented in, on, from, upon, and through any part of the demised premises by the Tenant or any other person or corporation, and the gross charges for all services performed by said Tenant or any other person, firm, or corporation for which charge is made by the Tenant or by any other person, firm, or corporation selling merchandise or performing any services of any kind or character on, from, in, upon, or through said demised premises, or any part thereof, and shall include gross receipts of vending, merchandising, or concession devices of any nature and shall include any sales, whether for cash or upon credit, regardless of when or whether paid for or not.

It is agreed that the term gross receipts (rental and retail sales) shall not include any sales tax, use tax or occupational tax, or similar tax or imposition now or hereafter levied by any federal, state, county, or municipal authority upon the rental sales of the merchandise or services rendered by the Tenant.

It is agreed that all sales and business transacted, made or arranged and all orders for goods or services taken in, from, or through, the demised premises shall be considered as having been made and completed upon the premises, whether the business is transacted in, or the merchandise is delivered from, the said premises or not and regardless of whether the collection of the amounts due thereof is transferred to any other office of the Tenant.

Tenant shall, on or before the 20th of the month in which the percentage of gross receipts is due and payable to Landlord each and every month during the term hereof, submit to the Landlord a detailed statement showing the gross receipts from the operation of the ski and snow board rental facility for the preceding calendar month. These reports shall show such reasonable detail and breakdowns as may be required by the Landlord. Such statements shall be accompanied by the Tenant's payment for the rentals due hereunder.

Landlord and its agents shall have the right, at all reasonable times and at all ordinary business hours of the day, to inspect and examine such records, cash registers, books, and other data as required to confirm the gross receipts as defined hereinabove. Landlord shall be entitled to this inspection at the demised premises and at Tenant's facility located at 543 South Center Street, Casper, Wyoming, 82601.

Tenant agrees to permit the Landlord, at its expense at any time, from time to time, to have an audit made of such books, records, and accounts, and other data as required confirming the gross receipts as defined hereinabove by an accountant appointed by Landlord.

Tenant further agrees to keep, preserve, and retain for at least one (1) year after the expiration of each lease year all sales slips and other pertinent records having to do with sales or rentals.

19. SEASON PASSES:

Tenant will receive, at no additional cost, six (6) season passes to be distributed by Tenant for its owners, employees, and minor children of the same. Privileges shall be revoked if used by any other person(s), other than those designated employees, whose names will be provided to the Landlord at the beginning of each new lease term thereof.

20. TERMINATION:

The Landlord has the right to terminate this Lease (agreement) by giving not less than thirty (30) days' written notice to Tenant of such termination. It is agreed by both parties that any breach of any term of this Lease shall constitute cause for termination.

21. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to Landlord at 200 North David Street, Casper, Wyoming, 82601 or Tenant at 543 South Center, Casper, Wyoming, 82601.

22. TAXES & ASSESSMENTS:

Tenant agrees to pay taxes on contents to the Natrona County Treasurer.

23. RENTAL EQUIPMENT INVENTORY:

Tenant agrees to keep current technology models and adequate numbers of ski equipment rental supplies (poles, boots, skis, snowboards, and associated accessories), with a 20-25% current equipment turnover rate to accommodate an annual recreational skiing public of approximately 20,000 skier visits. Tenant may use the premises for off-season storage of this equipment and fixtures that are a part of the regular rental operation. When off-season maintenance and improvements are required by the Landlord, in the rental facility, Tenant will cooperate with the Landlord in any required moving of stored equipment and fixtures.

24. WAIVER:

No failure by Landlord to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payments during the continuance of any breach shall constitute a waiver of any such breach or for any term or condition of this Lease. No term or condition of this Lease required to be performed by Tenant, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

25. ENVIRONMENTAL COMPLIANCE:

Tenant shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Tenant shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and furnish to Landlord copies of the permits upon request. Tenant shall comply with all reporting requirements of 42 U.S.C. 1101, *et. seq.* (*Emergency Planning and Community Right to Know Act*).

Tenant shall not handle, store, dispose of, or allow the handling, storage or disposal of any hazardous waste as defined in 42 U.S.C. 6903 (5), or hazardous substance as defined in 42 U.S.C. 9601 (14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Tenant shall manage all hazardous substances and chemicals, which it handles off-site, but in proximity to the subject property in accordance with all-applicable laws and regulations. Tenant shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those, which are necessary for the prudent and necessary management of Tenant's lawful operations on the property. In addition, Tenant shall comply with all laws, regulations, and standards applicable to those substances.

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

Tenant shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substance immediately to Landlord and to the proper authorities. Tenant shall advise Landlord, upon request of all such investigations, which have been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Tenant not

less than on a monthly basis. Tenant, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Landlord in writing, upon request, of all such precautions which have been taken.

26. ON-SITE MANAGEMENT:

The Tenant will ensure that the on-site manager follows all appropriate customer service guidelines and maintains an appropriate professional rental services atmosphere and operation. The Landlord reserves the right of intervention concerning any unresolved customer service disputes, the resolution(s) of which shall be in the best interest of all parties involved. The intent of which is to provide the customer with the best possible customer service, within reasonable resources of the Tenant and the Landlord.

27. GOVERNMENTAL CLAIMS ACT:

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

28. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

29. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successor, heirs, devisees, and assigns.

30. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties, and it is agreed that neither Tenant or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, verbally, or in writing, in conflict with terms of this Lease that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Landlord shall be implied in addition to the obligations herein expressed.

IN WITNESS WHERE OF, the parties hereto have executed this Lease the day and year first written.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

MOUNTAIN SPORTS



Bruce Lamberson, Owner

RESOLUTION NO. 16-188

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

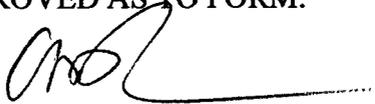
WHEREAS, the City of Casper is the owner of the Hogadon Ski Area and desires to provide the skiing public with an equipment rental operation at the Hogadon Ski Area; and,

WHEREAS, Mountain Sports is ready, willing, and able to provide a ski equipment rental operation at the Hogadon Ski Area, under certain terms and conditions, for the 2016-2017 ski season.

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 Mountain Sports for the operation of a ski equipment rental operation at the Hogadon Ski Area, during the 2016-2017 ski season, under certain terms and conditions as set forth in the agreement. Be it further resolved that Resolution 15-265 is hereby rescinded.

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 8, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 
Joy Clark, Community Development Technician

SUBJECT: Authorizing Fiscal Year 2016-2017 Contract with the Casper Area Transportation Coalition, in an Amount not to Exceed \$35,000, for the Provision of Subsidized Fares to Low-Income Residents.

Recommendation:

That Council, by resolution, approve the Contract for Professional Services with the Casper Area Transportation Coalition, in an amount not to exceed \$35,000, for the City to provide Community Development Block Grant (CDBG) funding for subsidized fares to Casper citizens who are elderly, disabled and/or of low-income as reported in the 2016-2017 Annual Action Plan which was approved by Council on May 3, 2016.

Summary:

The City is continuing its support of subsidized fares for low-income residents. Under CDBG regulations, this is considered a public service activity that applies toward spending at least 70% of CDBG funding on activities directly benefiting low-income individuals.

In past years, the program has made a positive impact on many residents' lives who otherwise do not have access to reliable transportation.

A resolution and Contract for Professional Services have been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 8th day of July, 2016, by and between the following parties:

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

2. Casper Area Transportation Coalition, 1715 East 4th Street, Casper, Wyoming, 82601 ("CATC" or "Contractor").

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

RECITALS

A. The City is undertaking a project to contract with non-profit corporations to provide human services for persons within its jurisdiction pursuant to Wyoming State Statute 15-1-103(a)(xlv), and can provide necessary support for the poor under the Wyoming Constitution.

B. The CATC program meets one of the Community Development Block Grant Program national objectives, which is benefiting low and moderate income persons as required by 24 CFR 570.208(a).

C. The project requires professional services for transportation services to assist senior citizens, persons with disabilities, persons who are homeless and persons with low-to-moderate income levels with transportation costs..

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

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

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

1. SCOPE OF SERVICES:

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

- A. The Contractor shall provide Thirty Five Thousand Dollars (\$35,000) in transportation assistance to senior citizens, persons with disabilities, persons who are elderly, persons who are homeless and persons with low-to-moderate income levels in the form of tickets to use the CATC dial-a-ride system or tokens to use “The Bus” fixed route system.
- B. The Contractor shall verify that applicants reside within the corporate limits of the City of Casper and are income qualified.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty Five Thousand Dollars (\$35,000).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walker Tremitt

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Casper Area Transportation Coalition

By: Steven E. Lund

By: Louis Granewald

Printed Name: STEVEN E. LUND

Printed Name: Louis Granewald

Title: DRIVER/MAINTENANCE

Title: Pres.

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in

writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons,

including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 16-189

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

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming State Statutes 15-1-103 (a)(xlv); and,

WHEREAS, the City of Casper and the US Department of Housing and Urban Development have approved Community Development Block Grant funding for Fiscal Year 2016-2017 in an amount not to exceed Thirty Five Thousand Dollars (\$35,000) to the subsidized fare programs of the Casper Area Transportation Coalition, as reported in the 2016-2017 Annual Action Plan.

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, a Contract for Professional Services with the Casper Area Transportation Coalition, for Fiscal Year 2016-2017.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments during the term of this contract, in an amount not to exceed Thirty Five Thousand Dollars (\$35,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 23, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: 71 Construction, Inc.
Washington Park Bleachers Project 15-70

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction, Inc., for the Washington Park Bleachers, Project No. 15-70, in the amount of \$266,920.71, and a contingency amount of \$24,999.29, for a total contract amount of \$291,920.00.

Summary:

On June 23, 2016, the City of Casper received two (2) bids for the Washington Park Bleachers Project. The bids received are as follows:

| <u>CONTRACTOR</u> | <u>BUSINESS LOCATION</u> | <u>BASE BID</u> |
|------------------------|--------------------------|---------------------|
| 71 Construction | Casper, WY | \$266,920.71 |
| 3 Cord Construction | Casper, WY | \$280,212.00 |

The engineer's estimate prepared by WLC Engineering was \$374,110.00, with the low bid received at \$266,920.71. Adding a construction contingency amount of \$24,999.29 will bring the total contract amount to \$291,920.00. By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid preference was granted.

The project includes demolition of the existing bleachers and the installation of pre-cast concrete block terraced bleachers. The existing bleachers are original to the facility and are becoming structurally unsound. The supporting concrete structure has also begun to spall creating trip hazards. Because of the condition the project has been identified in the City's Capital Improvement Program (CIP) for the last two years for replacement.

Funding for this project will be from One Cent #15 Sales Tax funds allocated to the Washington Park Bleachers and One Time Monies allocated in FY16 to the Washington Park Bleachers.

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

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Owner," and 71 Construction, Inc., P.O. Box 4600, Casper, Wyoming, 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace the baseball field bleachers with a 5 tiered seating system with 1,250 SY of concrete and 350 LF of storm pipe at Washington Park in the City of Casper; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the **Washington Park Bleachers Project 15-70**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **Washington Park Bleachers Project 15-70** hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by WLC 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 associated with the street, curb and gutter.
- 3.2 The Work will be substantially completed by October 1, 2016, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions October 31, 2016. Final completion shall include all storm piping and inlets installed, all concrete and asphalt work, landscaping and clean-up.
- 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 One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.2 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.2 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 Sixty-Six Thousand Nine Hundred Twenty and 71/100 Dollars (\$266,920.71), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to 90% of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form (BF-1 through BF-4) and the Bid Schedule (BS-1 through BS-2)
- 8.3 Addenda No. 1.
- 8.4 Pre-Bid Meeting Minutes
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.9 Technical Specifications.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed

- 8.12 Contract Drawings, consisting of 8 sheets, with each sheet bearing the following general title: **Washington Park Bleachers Project 15-70.**
- 8.13 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.14 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.15 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:

Walter Trumbull

CONTRACTOR:

ATTEST:

71 Construction, Inc.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: CITY OF CASPER
Washington Park Bleachers

THIS BID SUBMITTED TO: City of Casper
200 N. David St.
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY OF CASPER 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. Substantial completion of the project shall be by October 1, 2016 and final completion by October 31, 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 OF CASPER'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 21, 2016 </u> |
| Addendum No. <u> </u> | Dated <u> </u> |
 - 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;

BF-1

- 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 OF CASPER.
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: \$ 266,920.71

TOTAL BASE BID, IN WORDS: Two hundred sixty-six thousand nine hundred twenty dollars and seventy-one cents ~~_____~~ DOLLARS.

6. Bidder agrees the work for the CITY OF CASPER 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 the amount provided is an estimate of 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 OF CASPER).
 - B. Itemized Bid Schedule.
 - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 7072 Barton
PO Box 4600
Casper, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on June 23, 2016.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: Steve Lett (seal)
PREZ
(Title)

(Seal)

Attest: Shelley Hansen

Business Address: PO Box 4600
CASPER WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

WASHINGTON PARK BLEACHERS

BASE BID

ABBREVIATIONS

LF - Linear Foot
SF - Square Foot
SY - Square Yard

EA - Each
FA - Force Account
CF - Cubic Foot

LS - Lump Sum
CY - Cubic Yard

| Item No. | ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS | Unit | Est. Quantity | Unit Price | Total Price |
|-----------------|---|------|---------------|---------------------|---------------------|
| BASE BID | | | | | |
| 1 | Mobilization Eight thousand nine hundred ninety Dollars and three dollars and seventy-one Cents | LS | LUMP SUM | \$ <u>8,993.71</u> | \$ <u>8,993.71</u> |
| 2 | Force Account TEN THOUSAND Dollars and Zero Cents | FA | \$ 1.00 | \$ <u>10,000.00</u> | \$ <u>10,000.00</u> |
| 3 | Demolition Sixteen thousand Dollars and NO Cents | LS | 1 | \$ <u>16,000.00</u> | \$ <u>16,000.00</u> |
| 4 | Remove & Reset Existing Fence Sixteen hundred Dollars and Zero Cents | LS | 1 | \$ <u>1,600.00</u> | \$ <u>1,600.00</u> |
| 5 | 8" PVC Storm Pipe Sixteen Dollars and NO Cents | LF | 82 | \$ <u>16.00</u> | \$ <u>1,312.00</u> |
| 6 | 10" PVC Storm Pipe Eighteen Dollars and NO Cents | LF | 275 | \$ <u>18.00</u> | \$ <u>4,950.00</u> |
| 7 | 8" Double Cleanout One thousand Dollars and Zero Cents | EA | 1 | \$ <u>1,000.00</u> | \$ <u>1,000.00</u> |
| 8 | 10" Double Cleanout Thirty-one hundred Dollars and NO Cents | EA | 2 | \$ <u>3,100.00</u> | \$ <u>6,200.00</u> |
| 9 | Storm Inlet Twenty-seven hundred Dollars and NO Cents | EA | 3 | \$ <u>2,700.00</u> | \$ <u>8,100.00</u> |
| 10 | Connect to Existing Manhole Fifteen hundred Dollars and Zero Cents | EA | 1 | \$ <u>1,500.00</u> | \$ <u>1,500.00</u> |
| 11 | Asphalt Pavement (4" Section) Thirty-seven Dollars and NO Cents | SY | 135 | \$ <u>37.00</u> | \$ <u>4,995.00</u> |
| 12 | Concrete Valley Pan Forty-three Dollars and NO Cents | SY | 180 | \$ <u>43.00</u> | \$ <u>7,740.00</u> |
| 13 | Base Leveling Material Forty-two Dollars and Zero Cents | CY | 150 | \$ <u>42.00</u> | \$ <u>6,300.00</u> |

| | | | | | |
|---|--|----|-------|------------------|----------------------|
| 14 | Block Retaining Wall <u>Sixty-six</u> Dollars and <u>no</u> Cents | LF | 1,350 | \$ <u>66.00</u> | \$ <u>89,100.00</u> |
| 15 | Concrete Retaining Wall at Top <u>Twenty-seven</u> Dollars and <u>zero</u> Cents | LF | 220 | \$ <u>27.00</u> | \$ <u>5,940.00</u> |
| 16 | North Retain Wall (Tall Section) <u>Six hundred + twenty</u> Dollars and <u>no</u> Cents | LF | 5 | \$ <u>620.00</u> | \$ <u>3,100.00</u> |
| 17 | Concrete Cap (4" Section) <u>Seventy-one</u> Dollars and <u>zero</u> Cents | SY | 700 | \$ <u>71.00</u> | \$ <u>49,700.00</u> |
| 18 | Concrete Cap (6" Section) <u>Seventy-one</u> Dollars and <u>no</u> Cents | SY | 210 | \$ <u>71.00</u> | \$ <u>14,910.00</u> |
| 19 | Stair Handrail <u>Ninty</u> Dollars and <u>no</u> Cents | LF | 135 | \$ <u>90.00</u> | \$ <u>12,150.00</u> |
| 20 | Chain Link Fence <u>Eighty-six</u> Dollars and <u>zero</u> Cents | LF | 155 | \$ <u>86.00</u> | \$ <u>13,330.00</u> |
| TOTAL BASE BID (Items 1 through 20) | | | | | |
| <u>Two hundred sixty-six thousand nine hundred</u> <u>and twenty dollars and seventy-one</u> Cents | | | | | \$ <u>266,920.71</u> |

RESOLUTION NO. 16-190

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE WASHINGTON PARK BLEACHERS PROJECT.

WHEREAS, the City of Casper desires to replace the bleachers at Washington Park; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the Washington Park Bleachers Project No. 15-70; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 71 Construction, Inc., for those services, in the amount of Two Hundred Sixty-Six Thousand Nine Hundred Twenty and 71/100 Dollars (\$266,920.71).

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 Sixty-Six Thousand Nine Hundred Twenty and 71/100 Dollars (\$266,920.71) and Twenty-Four Thousand Nine Hundred Ninety-Nine and 29/100 Dollars (\$24,999.29) for a construction contingency fund, for a total price of Two Hundred Ninety One Thousand Nine Hundred Twenty Dollars (\$291,920.00).

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 7, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Assumption of Ownership Agreement with Home Depot USA for its Water Distribution System and Accompanying Access and Waterline Easement

Recommendation:

That Council, by resolution, authorize an Agreement for the City of Casper to Assume Ownership, Operation, and Maintenance Responsibility of the Water Distribution System For Home Depot USA, Inc. Store #6001, Casper, Wyoming and accompanying Access and Waterline Easement.

Summary:

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

The nearest and most economical connection between the two water distribution systems is through the privately owned Home Depot USA water distribution system as shown on Exhibit "B" of the ownership agreement document. The State will only fund emergency connections between governmental entities.

The water distribution system for the Home Depot USA, Inc. Store #6001 was constructed in 2000 and met all then existing City of Casper design and construction specification requirements. Through a previous Temporary License Agreement, Home Depot's private water distribution system was assessed by City Staff and determined to be in suitable condition for assumption of ownership, operation, and maintenance by the City.

Prior to 2007, private water distribution systems were allowed within the City of Casper. In 2007, the policy changed. After 2007, no new private water distribution systems were allowed within the City of Casper. Private systems usually don't properly maintain their systems (including fire hydrants) and have a habit of calling the City for help when they experience problems within their systems.

The City has no real need to assume ownership of the Home Depot distribution system other than to provide a means to supply the Town of Evansville with a water connection. By the City assuming ownership, operation, and maintenance responsibilities, it relieves Home Depot of all

operation and maintenance responsibilities for its water distribution system including the yearly servicing and testing of the fire hydrants. However, to assist the Town of Evansville secure a needed water connection for possible future emergencies, staff is recommending assumption of ownership of this private line.

The Agreement, Access and Waterline Easement, and resolution are prepared for Council's consideration.

AGREEMENT FOR THE CITY OF CASPER TO ASSUME OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITY OF THE WATER DISTRIBUTION SYSTEM FOR THE HOME DEPOT U.S.A., INC. STORE #6001, CASPER, WYOMING

THIS AGREEMENT (this "Agreement") is made, dated, and signed this __ day of _____, 2016, by and between the City of Casper, Wyoming, a Wyoming municipal corporation (the "City"), located 200 N. David Street, Casper, Wyoming 82601 and Home Depot U.S.A., Inc., a Delaware corporation ("Home Depot"), located at 2455 Paces Ferry Road, C-20, Atlanta, Georgia 30339.

RECITALS:

WHEREAS, the City currently provides Home Depot Store #6001 with retail water and sewer services for the Home Depot store located on Lot 1 of Luker Landmark Addition No. 2 as shown in Exhibit "A";

WHEREAS, Home Depot currently owns, operates, and maintains the water distribution system surrounding its building as shown on Exhibit "B";

WHEREAS, Home Depot's water distribution system was designed and constructed in accordance with all City standards for water distribution systems;

WHEREAS, the Town of Evansville, Wyoming needs an emergency connection between the City water distribution system and the Evansville water distribution system on the north side of Home Depot Store #6001;

WHEREAS, the emergency connection must be made between a City owned water distribution system and the Evansville water distribution system;

WHEREAS, the conveyance of Home Depot's water distribution system from Home Depot to the City would allow the emergency connection to be established between the City water distribution system and the Evansville water distribution system;

WHEREAS, on March 17, 2015, a Temporary License Agreement was consummated between the City and Home Depot permitting the City to conduct an assessment of the Home Depot water distribution system;

WHEREAS, the assessment by the City of Home Depot's water distribution system determined it to be in suitable condition for assumption of ownership, operation, and maintenance by the City;

WHEREAS, the conveyance of Home Depot's water distribution system to the City would relieve Home Depot of all operation and maintenance responsibilities for its water distribution system including the yearly servicing and testing of the fire hydrants;

WHEREAS, the assumption of ownership, operation, and maintenance by the City of Home Depot's water distribution system shown on Exhibit "B" is in the best interest of all parties.

NOW, THEREFORE, it is hereby agreed among the parties as follows:

1. Concurrently with the execution of this Agreement, Home Depot and City shall enter into an easement agreement for the water distribution system.
2. Home Depot shall convey to the City, all of its right, title, and interest in and to the water distribution system as generally shown in Exhibit "B" for the amount of Ten and No/100 Dollars (\$10.00). No additional monies shall be paid by the City to Home Depot.
3. Within ninety (90) days following the execution of this Agreement Home Depot shall transfer all of its right, title, and interest in its water distribution system, and any and all easements, rights-of-way, license agreements, or other similar legal documents therefor, including all ancillary equipment to the City by appropriate bills of sale, and easements and/or rights-of-way/license agreement assignments in forms acceptable to the City. This date will constitute the legal date of the transfer of ownership of the water distribution system from Home Depot to the City.
4. The City shall thereafter accept the conveyance of the water distribution system and shall own, operate, and maintain the system to provide water service within the boundaries as shown on Exhibits "A" and "B".
5. Home Depot warrants that the water distribution system is not encumbered.
6. The City shall have ownership, operation, and maintenance responsibilities for the Home Depot water service line up to and including the shut off valve (curb stop.) The City shall continue to own the retail water meter. The domestic service line downstream of the shut off valve (curb stop) shall continue to be owned, operated, and maintained by Home Depot.
7. The City shall have ownership, operation, and maintenance responsibilities for the Home Depot fire sprinkler eight-inch by six-inch (8" x 6") tee and the six-inch (6") shut off valve located on the tee. In conformance with the Casper Municipal Code, Home Depot will continue to own, operate, and maintain the fire sprinkler line from the shut-off valve to and through their building.
8. The City shall have the responsibility and authority to operate the shut-off valves (curb stops) and the fire sprinkler line valve in accordance with the Casper Municipal Code.
9. Nothing in this Agreement prohibits Home Depot from relocating the water distribution system at its own cost to accommodate expansion of Home Depot Store #6001. All new

construction shall be designed and constructed in accordance to the Casper Municipal Code and new easements shall be provided to the City in forms reasonably acceptable to the City and Home Depot. Nothing in this Agreement shall prohibit Home Depot from requesting and receiving additional domestic water, fire sprinkler, or sewer connections for its operations.

10. The City shall perform, upon a minimum of 72 hours advance written notice to Home Depot (or such shorter period in the event of an emergency), all maintenance, replacement, and repairs to the conveyed Home Depot water distribution system in accordance with the Casper Municipal Code. This includes such items as compacting subgrade to 95% modified proctor and repairing any settlement arising from the maintenance, replacement, and repairs of the conveyed water distribution system.
11. The City shall, to the extent practical, limit its maintenance, replacement, and repair activities to no more than sixty-foot (60') sections on the front section of the Home Depot store at one time. It also agrees to provide at all times a minimum fifteen-foot (15') wide drivable surface for emergency services around the building when performing maintenance, replacement, and repair activities on the water distribution system.
12. Home Depot shall continue to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City relating to water and sewer service and all other state and federal laws, rules, and regulations, including all provisions of the Federal Pretreatment Regulations (40 CFR, Part 403) and all City ordinances relating to industrial pretreatment.
13. The City accepts the water distribution system, as defined above, "as is, where is" and "subject to all faults". Home Depot disclaims any express or implied warranties of merchantability or fitness for any particular use or purpose. Home Depot shall not be responsible for making any improvements or repairs to the water distribution system or furnishing any equipment, materials or services in connection with the assumption of ownership and use of the water distribution system by the City.
14. The terms and conditions of this Agreement shall be binding upon the parties hereto and shall ensure to the benefits of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. Home Depot shall not assign this Agreement, or otherwise subcontract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
15. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act W.S. § 1-39-10 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.
16. The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate

only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

WHEREFORE, the parties hereto have executed this Agreement the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

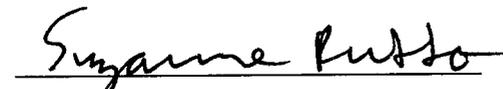
CITY OF CASPER, WYOMING
a Municipal Corporation

Daniel Sandoval
Mayor

ATTEST:


Name: Nicole Stewart

HOME DEPOT U.S.A., INC.,
a Delaware corporation


Name: Suzanne Russo
Senior Corporate Counsel
Title: _____

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this ____ day of _____, 2016, by Daniel Sandoval, as Mayor of City of Casper, Wyoming.

(Seal)

NOTARY PUBLIC

My commission expires: _____

State of Georgia)
)ss.
County of DeKalb)
County of Cobb)

This instrument was acknowledged before me this 27 day of June, 2016, by SUZANNE RUSSO, the Sr. corporate counsel of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of the corporation.

X Personally Known

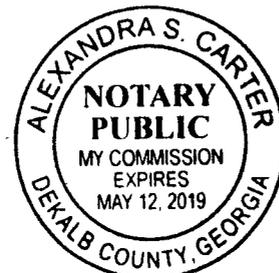
____ Produced Identification
Type and # of ID _____

(Seal)

Alexandra S. Carter
(Signature Notary)

Alexandra S. Carter
Name of Notary Typed, Stamped or Printed

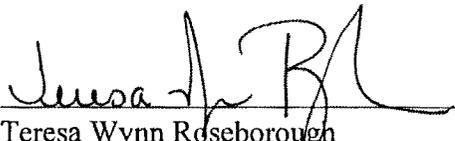
Notary Public, State of Georgia



DELEGATION OF AUTHORITY

I, Teresa Wynn Roseborough, Executive Vice President, General Counsel and Corporate Secretary of The Home Depot, Inc. (the "Company") and its wholly owned subsidiary, Home Depot U.S.A., Inc., do hereby designate each Vice President and Deputy General Counsel and each of Michael A. Dalton, Jessica Borgert and Suzanne Russo, as my designees and authorize each of them acting either alone or together to execute and deliver, or cause to be executed and delivered, any and all contracts, assignments, easements, conveyances, deeds, leases, subleases, agreements, certificates, instruments, or any other documents on behalf of the Company and each of its direct and indirect subsidiaries related to real property owned or leased or to be acquired or leased by the Company or its direct and indirect subsidiaries (the "Documents") and to take, or cause to be taken, any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken. Further, I hereby ratify and approve all previous actions taken with respect to the execution and delivery of such Documents in the name of and on behalf of the Company and its direct and indirect subsidiaries.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of JANUARY,
2014.


Teresa Wynn Roseborough
Executive Vice President, General
Counsel and Corporate Secretary

THE UNDERSIGNED, HOME DEPOT U.S.A., INC., DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCELS OF LAND BEING LOT 5, OF THE BLOCK 1, LOTS 5 AND 6, LUKER LANDMARK ADDITION TO THE CITY OF CASPER, REGISTERED AS INSTRUMENT NO. 2016-00000000000000000000 OF SECTION 12, T.23N., R.70W., 6TH PM., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5, LOCATED ON THE NORTH LINE OF EAST SECOND STREET, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING.

THENCE NORTH75°21'31" E, ALONG THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF EAST SECOND STREET, A DISTANCE OF 82.50 FEET TO A POINT MONUMENTED BY A BRASS CAP.

THENCE NORTH87°42'27" E, ALONG LOT 5 LOT LINE, A DISTANCE OF 5.82 FEET TO A POINT MONUMENTED BY A CHISELED "X" IN THE CONCRETE CURB.

THENCE NORTH75°21'31" E, ALONG THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF EAST SECOND STREET, A DISTANCE OF 170.50 FEET TO A POINT MONUMENTED BY A CHISELED "X" IN THE CONCRETE CURB.

THENCE SOUTH27°32'31" E, ALONG THE LOT 5 LOT LINE, A DISTANCE OF 5.82 FEET TO A POINT MONUMENTED BY A BRASS CAP.

THENCE NORTH75°21'31" E, ALONG THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF EAST SECOND STREET, A DISTANCE OF 170.50 FEET TO A POINT OF BEGINNING, MONUMENTED BY A BRASS CAP.

THENCE ALONG THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF EAST SECOND STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 212°22'27", A DISTANCE OF 200.00 FEET, HAVING A CHORD BEARING OF NORTH74°17'14" E, A DISTANCE OF 200.00 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP.

THENCE NORTH75°21'31" E, ALONG THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF EAST SECOND STREET, A DISTANCE OF 170.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, MONUMENTED BY A BRASS CAP.

THENCE NORTH87°42'27" E, ALONG THE WEST LINE OF SAID LOT 5 AND THE EAST LINE OF SCOTTWELL RETAIL CENTER ADDITION - PHASE I, A DISTANCE OF 170.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, MONUMENTED BY A BRASS CAP.

THENCE NORTH75°21'31" E, ALONG THE WEST LINE OF SAID LOT 5 AND THE EAST LINE OF SCOTTWELL RETAIL CENTER ADDITION - PHASE I, A DISTANCE OF 270.50 FEET TO A POINT MONUMENTED BY A BRASS CAP.

THENCE NORTH75°21'31" E, ALONG THE SOUTH LINE OF SAID LOT 5 AND THE SOUTH LINE OF SCOTTWELL RETAIL CENTER ADDITION - PHASE I, A DISTANCE OF 270.50 FEET TO A POINT MONUMENTED BY A BRASS CAP.

THENCE SOUTH71°17'14" E, ALONG THE LOT 5 LOT LINE, A DISTANCE OF 170.50 FEET TO A POINT MONUMENTED BY A BRASS CAP.

THENCE SOUTH75°21'31" E, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 140.00 FEET TO A POINT MONUMENTED BY A BRASS CAP.

THENCE NORTH75°21'31" E, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 6, MONUMENTED BY A BRASS CAP.

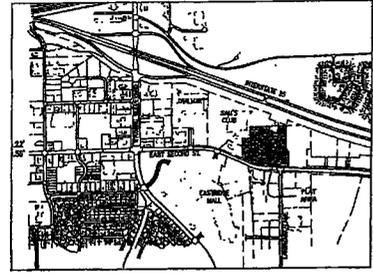
THENCE SOUTH75°21'31" E, ALONG THE EAST LINE OF SAID LOT 5 AND THE WEST LINE OF SAID BLACKSTONE MARKSPLACE ADDITION NO. 12, A DISTANCE OF 40.00 FEET TO AN IRON POINT MONUMENTED BY A BRASS CAP.

THENCE SOUTHWEST75°21'31" E, ALONG THE EAST LINE OF SAID LOT 5 AND THE WEST LINE OF SAID BLACKSTONE MARKSPLACE ADDITION NO. 12, A DISTANCE OF 18.45 FEET TO AN IRON POINT MONUMENTED BY A BRASS CAP.

THENCE SOUTH75°21'31" E, ALONG THE EAST LINE OF SAID LOT 5 AND THE WEST LINE OF SAID BLACKSTONE MARKSPLACE ADDITION NO. 12, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 13.45 ACRES, (EXCLUDING 0.48 ACRES), AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND AS IT APPEARS ON THIS PLAN IS IDENTICAL WITH THE PRECEDEING AND IS ACCORDANCE WITH THE TERMS OF THE UNDERGOING OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "LUKER LANDMARK ADDITION NO. 2" AND THIS OFFICE HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, TRENCHES AND PIPES, ANY AND ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AND "30' WATER LINE EASEMENT" AS SHOWN ON THIS PLAN. ALL RIGHTS AND STRIPS AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.



APPROVALS

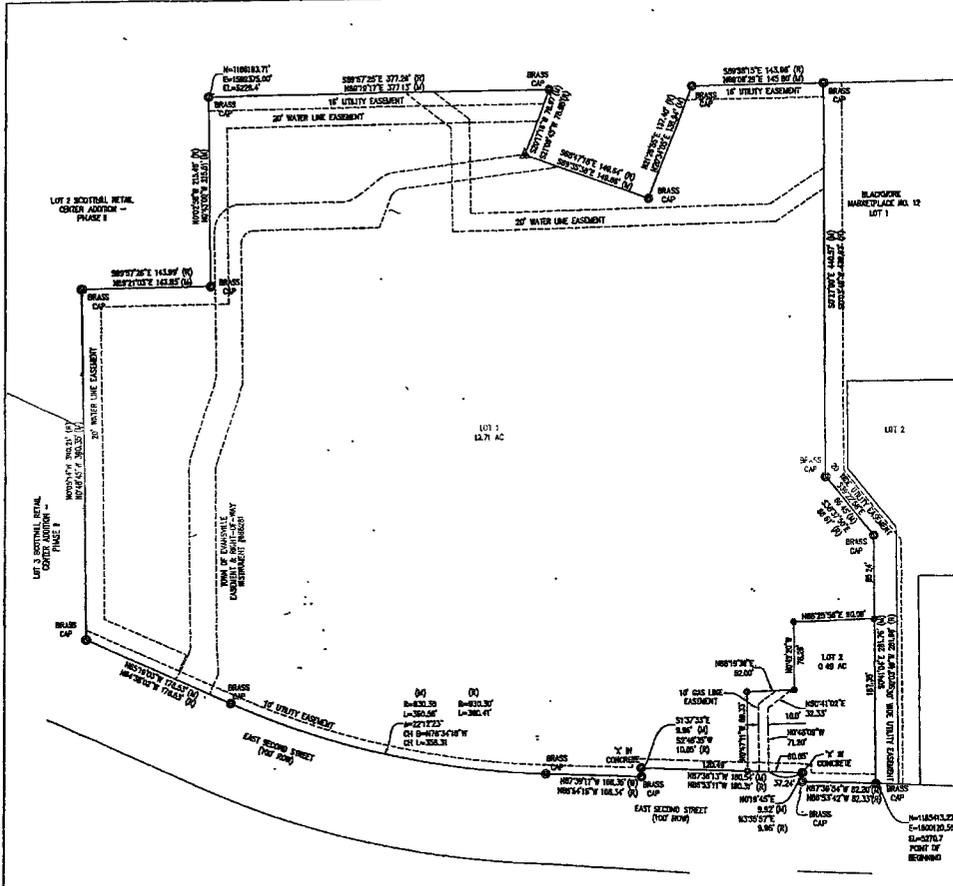
APPROVED BY THE CITY OF CASPER COMMUNITY DEVELOPMENT DIRECTOR THIS _____ DAY OF _____ 2016.

Liz Becker
 COMMUNITY DEVELOPMENT DIRECTOR

INSPECTED AND APPROVED THIS _____ DAY OF _____ 2016.

[Signature]
 CITY ENGINEER

- NOTES
1. KIND OF CLOSURE EXCEEDS 1:30:00.
 2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 83/98.
 3. THE CONFORMANCE ANGLE AT THE POINT OF BEGINNING IS 02°57'42.84", AND THE CONFORMED FACTOR IS 0.999997.
 4. DISTANCES: U.S. SURVEY FOOT.
 5. BEARINGS SHOWN HEREON ARE BASED ON MAGN. IN DATA AND ARE NOT INTENT TO USED AS BENCHMARKS.



CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS
 COUNTY OF NATRONA } SS

I, WILLIAM R. FERDINAND, a Professional Land Surveyor, do hereby certify that I am the duly qualified and licensed Surveyor of the above described land, and that the foregoing instrument was acknowledged before me by WILLIAM R. FERDINAND this 4th DAY OF MAY, 2016.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES 3-27-19

Willam R. Ferdinand
 WILLIAM R. FERDINAND
 COUNTY OF NATRONA
 WYOMING

Don Hunt
 DONALD HUNT
 COUNTY OF NATRONA
 WYOMING

HOME DEPOT U.S.A., INC.
 PROPERTY TAX DEPT. 8001
 P.O. BOX 82004
 ATLANTA, GEORGIA 30364-5642

Nicole Stewart
 NICOLE STEWART
 PRINTED NAME AND TITLE OF WITNESS

STATE OF GEORGIA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10 DAY OF MAY, 2016, BY _____ OF HOME DEPOT U.S.A., INC., A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES 7-28-18

[Signature]
 NOTARY PUBLIC

MINOR BOUNDARY ADJUSTMENT & VACATION AND REPLAT OF LOT 5, OF BLOCK 1, LOTS 5 AND 6 LUKER LANDMARK ADDITION AS LUKER LANDMARK ADDITION NO. 2

AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE NEARNESS OF SECTION 12 T.23N., R.70W., 6TH PM. NATRONA COUNTY WYOMING N.O. #15-265

EXHIBIT "A"

ACCESS & WATER LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

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

1. Home Depot U.S.A., Inc., a Delaware corporation (“Grantor”), whose principal offices are located at 2455 Paces Ferry Road, C-20, Atlanta, Georgia 30339, HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation (“Grantee”), whose principal offices are located at 200 North David Street, Casper, Wyoming, 82601, a perpetual non-exclusive easement for the right of ingress and egress over across, and under land located on Lot 1 of Luker Landmark Addition No. 2, City of Casper, County of Natrona, State of Wyoming for the purposes of operating, maintaining, and replacing the water lines and all associated appurtenances (herein referred to as “the Facilities”) and legally described on EXHIBIT “A” and depicted on EXHIBIT “B” attached hereto and hereinafter referred to as the “Easement Property.” Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for inspecting, operating, maintaining, and replacing the Facilities located on the Easement Property, including necessary access to the Easement Property. In no event shall the Easement Property encroach upon any of Grantor’s buildings, and the Easement Property shall be located where the Facilities are actually installed.

2. Grantor reserves unto itself such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect, subject to the prior written consent from the Casper Public Services Director, which approval will not be unnecessarily withheld, conditioned or delayed.

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

4. Grantee hereby agrees to provide a minimum of 72 hours advance written notice to Grantor (Home Depot U.S.A., Inc. 2455 Paces Ferry Road NW., Bldg C-20, Atlanta, GA 30339-4024 and a copy to the store), prior to entry onto the Easement Property for purposes of its standard maintenance. Said dates and times are to be reasonably agreeable to Grantor. No notice for emergency repairs is required.

5. Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, operation, repair, replacement and maintenance of either the Facilities or the Easement Property as provided for herein with the least possible inconvenience, interference, and/or disruption of, including, but not limited to, traffic flow and normal course of business. Grantee agrees to return the Easement Property to its condition which existed prior to the installation of any of the Facilities in the Easement Property, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Property prior to such installation at its sole cost and expense.

6. All work permitted and/or required hereunder shall be performed by Grantee, its employees, contractors and agents, in accordance and pursuant to all governmental laws, regulations and ordinances pertaining thereto.

7. Grantee hereby agrees to indemnify and hold Grantor and its officers, directors and employees harmless from any and all liability for personal injury, death, or property damage arising or resulting from Grantee's use of the easement property for which Grantee has liability pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Sections 1-39-101 et seq., as they may, from time to time, be amended.

8. Grantee acknowledges that the easement is non-exclusive and Grantor reserves the right to use the Easement Property in any manner not inconsistent with the easement grant as provided herein.

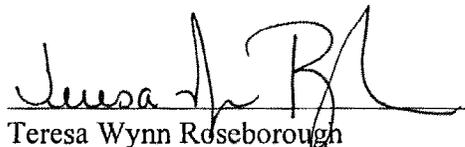
9. This instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

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

DELEGATION OF AUTHORITY

I, Teresa Wynn Roseborough, Executive Vice President, General Counsel and Corporate Secretary of The Home Depot, Inc. (the "Company") and its wholly owned subsidiary, Home Depot U.S.A., Inc., do hereby designate each Vice President and Deputy General Counsel and each of Michael A. Dalton, Jessica Borgert and Suzanne Russo, as my designees and authorize each of them acting either alone or together to execute and deliver, or cause to be executed and delivered, any and all contracts, assignments, easements, conveyances, deeds, leases, subleases, agreements, certificates, instruments, or any other documents on behalf of the Company and each of its direct and indirect subsidiaries related to real property owned or leased or to be acquired or leased by the Company or its direct and indirect subsidiaries (the "Documents") and to take, or cause to be taken, any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken. Further, I hereby ratify and approve all previous actions taken with respect to the execution and delivery of such Documents in the name of and on behalf of the Company and its direct and indirect subsidiaries.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of JANUARY,
2014.



Teresa Wynn Roseborough
Executive Vice President, General
Counsel and Corporate Secretary

Dated this 22nd day of June, 2016.

GRANTOR:

HOME DEPOT U.S.A., INC.,

a Delaware corporation

By: Suzanne Russo
Printed Name: Suzanne Russo
Title: Senior Corporate Counsel

Approved as to form:

[Signature]

GRANTEE:

CITY OF CASPER, WYOMING,

a Municipal corporation

Attest:

By: _____
Daniel Sandoval
Mayor

Tracey L. Belser
City Clerk



CASPER
200 PRITCHARD
CASPER, WY 82601
P: 307-266-2524

EXHIBIT "A"

June 26, 2015 (Rev. 7/29/15)(Rev. 3/21/16)

Town of Evansville
P.O. Box 158
Evansville, WY 82636

W.O. No.: 15277
Sheet 1 of 2

Description: (20' Wide Water Line Easement - Home Depot to the City of Casper)

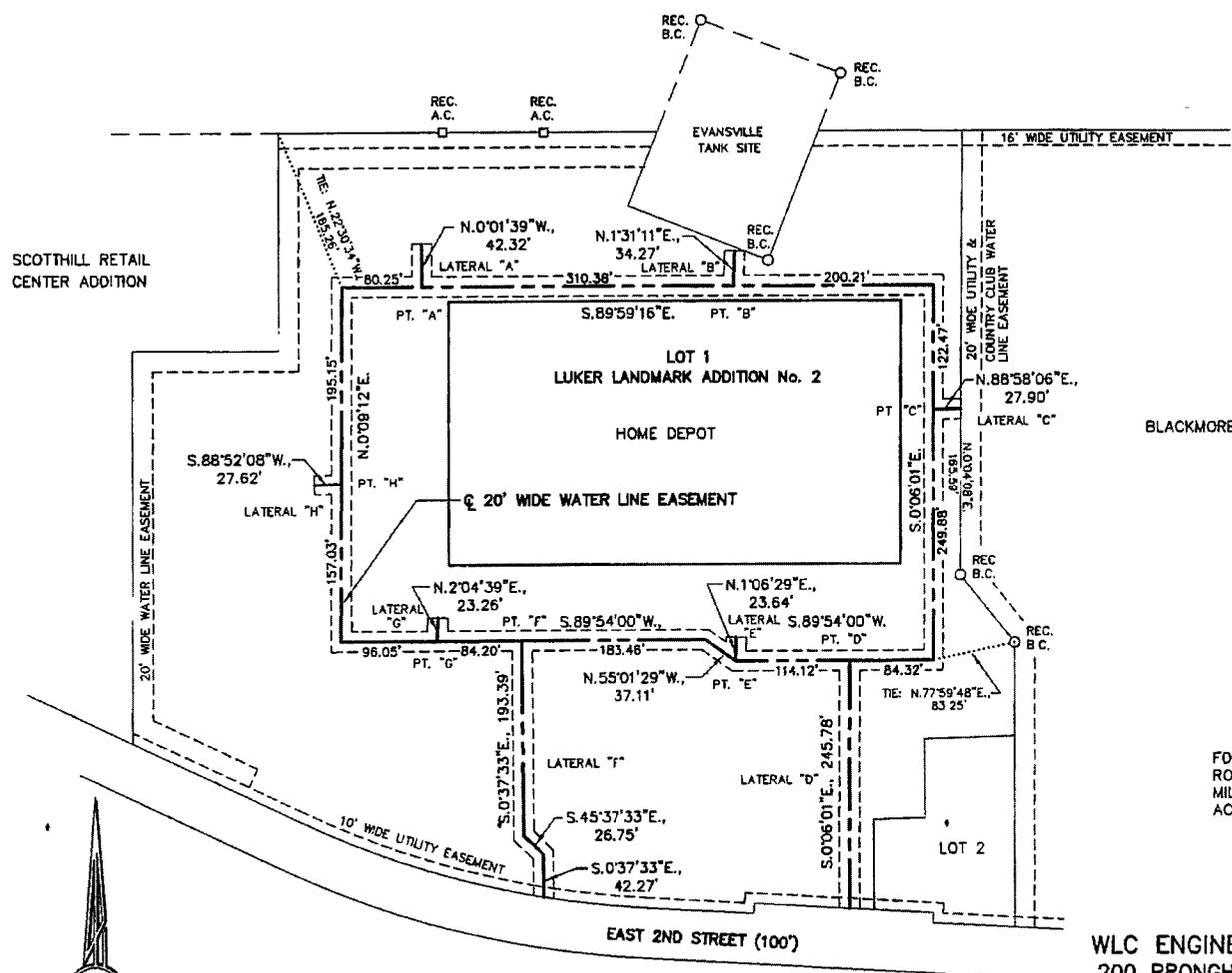
A Parcel located in and being a portion of Lot 5, Block 1, Lots 5 & 6, Luker Landmark Addition to the City of Casper, being a subdivision of a portion of the E1/2NE1/4, Section 12, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the northwesterly corner of the centerline of the Parcel and Strip being described and a point in said Lot 5, Block 1, Lots 5 & 6, Luker Landmark Addition, and from which point the northwest corner of said Lot 5, Block 1, Lots 5 & 6, Luker Landmark Addition, bears N.22°30'34"W., 165.26 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, in said Lot 5, Block 1, Lots 5 & 6, Luker Landmark Addition, S.89°59'16"E., 80.25 feet to Point "A"; thence continuing along said centerline, N.0°01'39"W., 42.32 feet to a Point of Terminus; thence and continuing from said Point "A" along said centerline, S.89°59'16"E., 310.38 feet to Point "B"; thence continuing along said centerline, N.1°31'11"E., 34.27 feet to a Point of Terminus; thence and continuing from said Point "B" along said centerline, S.89°59'16"E., 200.21 feet to a point; thence continuing along said centerline, S.0°06'01"E., 122.47 feet to Point "C"; thence continuing along said centerline, N.88°58'06"E., 27.90 feet to a point in and intersection with the westerly line of Blackmore Marketplace Addition No. 12, and a Point of Terminus; thence and continuing from said Point "C" along said centerline, S.0°06'01"E., 249.88 feet to a point; thence continuing along said centerline, S.89°54'00"W., 84.32 feet to Point "D"; thence continuing along said centerline, S.0°06'01"E., 245.78 feet to a point in and intersection with the southerly line of said Lot 5, Block 1, Lots 5 & 6, Luker Landmark

Description: (Home Depot – 20' Wide Water Line Easement)
Sheet 2 of 2

Addition and the northerly right of way line of East 2nd Street to a Point of Terminus; thence and continuing from said Point "D" along said centerline, S.89°54'00"W., 114.12 feet to Point "E"; thence continuing along said centerline, N.1°06'29"E., 23.64 feet to a Point of Terminus; thence and continuing from said Point "E" along said centerline, N.55°01'29"W., 37.11 feet to a point; thence continuing along said centerline, S.89°54'00"W., 183.46 feet to Point "F"; thence continuing along said centerline, S.0°37'33"E., 193.39 feet to a point; thence continuing along said centerline, S.45°37'33"E., 26.75 feet to a point; thence continuing along said centerline, S.0°37'33"E., 42.27 feet to a point in and intersection with the southerly line of said Lot 5, Block 1, Lots 5 & 6, Luker Landmark Addition and the northerly right of way line of said East 2nd Street to a Point of Terminus; thence and continuing from said Point "F" along said centerline, S.89°54'00"W., 84.20 feet to Point "G"; thence continuing along said centerline, N.2°04'39"E., 23.26 feet to a Point of Terminus; thence and continuing from said Point "G" along said centerline, S.89°54'00"W., 96.05 feet to a point; thence continuing along said centerline, N.0°09'12"E., 157.03 feet to Point "H"; thence continuing along said centerline, S.88°52'08"W., 27.62 feet to a Point of Terminus; thence and continuing from Point "H" along said centerline, N.0°09'12"E., 195.15 feet to the Point of Beginning of the centerline of said Parcel and Strip and the Point of Terminus, and said Parcel and Strip containing 1.159 acres, more or less, as set forth by the plat attached and made a part hereof.





FOOTAGE 2601.83
 RODDAGE 157.69
 MILEAGE 0.493
 ACREAGE 1.195 (W/O OVERLAP 1.159)

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client TOWN OF EVANSVILLE Address P.O. BOX 158
 City EVANSVILLE State WYOMING Zip 82636

PROPERTY LOCATION PLAT

E1/2NE1/4 Section 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot PT. 1 Block _____ Subdivision LUKER LANDMARK ADDITION No. 2
 City CASPER County NATRONA State WYOMING

SCALE: 1"=120'
 BASIS OF BEARING
 GEODETIC BASED ON GPS

6/26/15 (Rev. 7/29/15)
 Date: (Rev. 3/21/16) (5/25/16)
 W.O. No. 15277
 Acad File: WATERLINE EASEMENT



RESOLUTION NO. 16-191

A RESOLUTION AUTHORIZING AN AGREEMENT FOR THE ASSUMPTION OF OWNERSHIP, OPERATION, AND MAINTENANCE OF THE HOME DEPOT USA, INC. WATER DISTRIBUTION SYSTEM, AN ACCESS AND WATERLINE EASEMENT, AND BILL OF SALE THEREFOR.

WHEREAS, The Town of Evansville desires to construct an emergency connection between the City of Casper water distribution system and the Town of Evansville water distribution system; and,

WHEREAS, the closest and most economical connection between the Town of Evansville water distribution system and the City of Casper water distribution system is through the privately owned Home Depot USA water distribution system; and,

WHEREAS, the funding agency for the Evansville emergency connection project will only allow a connection between governmental entities; and,

WHEREAS, on March 17, 2015, a Temporary License Agreement was consummated between the City of Casper and Home Depot USA permitting the City to conduct an assessment of the Home Depot water distribution system; and,

WHEREAS, the assessment by the City of the Home Depot water distribution system determined it to be in suitable condition for assumption of ownership, operation, and maintenance by the City; and,

WHEREAS, the conveyance of the Home Depot USA water distribution system to the City of Casper would relieve Home Depot USA of all operation and maintenance responsibilities for its water distribution system including the yearly servicing and testing of the fire hydrants; and,

WHEREAS, the assumption of ownership, operation, and maintenance by the City of Casper of the Home Depot USA water distribution system is in the best interest of all parties.

WHEREAS, an "Agreement for the City of Casper to Assume Ownership, Operation, and Maintenance Responsibility of the Water Distribution System for Home Depot USA, Inc., Store #6001, Casper, Wyoming", and an "Access and Waterline Easement" have been prepared for Council's consideration along with a "Bill of Sale" from Home Depot USA, Inc. for acceptance by the City for this transaction.

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 attest, an "Agreement for the City of Casper to Assume Ownership, Operation, and Maintenance Responsibility of the Water Distribution System for Home Depot

USA, Inc. Store #6001, Casper, Wyoming,” and an “Access and Waterline Easement,” all as described and set forth above.

BE IT FURTHER RESOLVED: that the Bill of Sale delivered to the City for the transfer of the ownership of the Water Distribution System from Home Depot USA, Inc. is hereby accepted by the City of Casper, Wyoming.

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 28, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director
Doug Follick, Leisure Services Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Agreement with Caspar Building Systems, Inc.
Casper Events Center (CEC) Storage Building, Project No. 15-25

Recommendation:

That Council, by resolution, authorize an agreement with Caspar Building Systems, Inc., for construction of the CEC Storage Building, Project No. 15-25, for the base bid amount of \$524,398.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$50,602.00, for a total project amount of \$575,000.00.

Summary:

On June 28, 2016, bids were received from six (6) contractors for construction of the CEC Storage Building Project. The bids for the work were as follows:

| <u>CONTRACTOR</u> | <u>LOCATION</u> | <u>BASE BID</u> |
|---------------------------------|------------------------|---------------------|
| Casper Building Systems | Casper, Wyoming | \$524,398.00 |
| Hult Construction | Casper, Wyoming | \$557,634.00 |
| Fuller Enterprises Construction | Casper, Wyoming | \$573,098.93 |
| Heart Mountain Construction | Powell, Wyoming | \$579,642.09 |
| Diamond Point Construction | Buffalo, Wyoming | \$597,020.00 |
| GH Phipps of Wyoming | Laramie, Wyoming | \$618,000.00 |

The estimate provided by the City's consultant, WLC Engineering, for the project was \$575,000.00.

The City of Casper owns and operates the CEC, located at 1 Events Drive, which was built and opened in 1982. Since then, the CEC has increased the number and variety of events performed at the venue. Many of these events require a specific set of props and equipment (basketball, volleyball, indoor football, hockey, monster trucks, College National Finals Rodeo, and all staged events). Because of this, the storage areas built in the facility's original design have been used to capacity, resulting in higher operating costs and increased risk of employee injury and property damage in continually moving the property and equipment.

The CEC storage building will be built along the southwest side of the existing facility. The new storage building will be a stand-alone structure set approximately 30 feet back and parallel to the existing facility. The new storage building will be roughly 30'x125'. The site work will also include relocation of a small stormwater detention area. Construction of the improvements is to be

completed by April of 2017.

Funding for this project is from previously unallocated Optional One Cent Sales Tax Funds allocated to the CEC Equipment Storage Building in the amount of \$365,000.00, and from funds from FY16 One-Time General Funds allocated to the CEC Generator, in the amount of \$125,000.00, and \$85,000.00 from FY16 One-Time General Funds allocated to the CEC Parking Lighting & Wiring Replacement Project, that were not needed to complete these projects.

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

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Caspar Building Systems, Inc., 1975 Old Salt Creek Highway, Casper Wyoming, 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct a new equipment storage building for the Casper Events Center; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the City of Casper, Casper Events Center Storage Building, Project 15-25.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Casper Events Center Storage Building, Project 15-25.

ARTICLE 2. ENGINEER.

The Project has been designed by International Coliseums Company, 14301 N. 87th Street, Suite 213, Scottsdale, Arizona, 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 March 1, 2017 and ready for final payment in accordance with Article 14 of the General Conditions by April 3, 2017.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner 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 Five Hundred Twenty-Four Thousand Three Hundred Ninety-Eight Dollars (\$524,398.00), 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 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 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work

completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time,

and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. 1,2,3,4.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.

- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: Casper Events Center Storage Building - Sheets 1-16

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:
 (Casper Events Center Storage Building, Project 15-25)
Walter Snow

DATED this _____ day of _____, 2016.

ATTEST:

CONTRACTOR:
Caspar Building Systems, Inc.
1975 Old Salt Creek Highway
Casper, WY 82601

By: _____
 Title: _____

By: _____
 Title: _____

Casper Events Center Storage Building Project 15-25

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
Tracey L. Belser
Title: City Clerk

By: _____
Daniel Sandoval
Title: Mayor

June 29, 2016

Mr. Scott Baxter, P.E.
Associate Engineer
City of Casper
200 North David
Casper, WY 82601

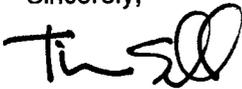
Re: Casper Events Center Storage Building –
Bid Recommendation

Dear Scott:

We have evaluated the six bid proposals received on June 28th, including the apparent low bid of Caspar Building Systems, along with their bid bond and required list of major sub-contractors and pricing summary, and have found no issues with any of these documents. Therefore, GSG Architecture recommends the City of Casper award the project to Caspar Building Systems, based on the lowest responsive bid, if funding is available.

Please call or e-mail if you have any questions.

Sincerely,



Tim Schenk, AIA
Project Principal

cc: Bob Tamborski and Bud Dovala

606 S. David Street
Casper, WY 82601

tel: 307-234-8968
fax: 307-234-2132

info@
gsgarchitecture.com



BID TABULATION

PROJECT: Casper Events Center Storage Building
City of Casper Project No. 15-25

GSG PROJECT #: 1964

DATE: June 28, 2016
3:00 P.M.

| BIDDER | Caspar Building Systems Casper, WY | Hult Construction Casper, WY | Fuller Enterprises Construction Casper, WY | Heart Mountain Construction Powell, WY | Diamond Point Construction Buffalo, WY | GH Phipps of Wyoming Laramie, WY | | |
|--------------------------|---------------------------------------|---------------------------------|--|--|--|--|--|--|
| ADDENDA REC'D | Yes | Yes | Yes | Yes | Yes | Yes | | |
| WYO RESIDENT | Yes | Yes | Yes | Yes | Yes | Yes | | |
| BID SECURITY | Yes | Yes | Yes | Yes | Yes | Yes | | |
| LIST OF SUBCONTRACTORS | Yes | Yes | Yes | Yes | Yes: e-mail | Yes | | |
| NON-DISCRIMINATION CERT. | Yes | Yes | Yes | Yes | Yes: e-mail | Yes | | |
| NON-COLLUSIVE AFFIDAVIT | Yes | Yes | Yes | Yes | Yes: e-mail | Yes | | |
| ITEMIZED PRICING SUMMARY | Yes | Yes | Yes | Yes | Yes | Yes | | |
| BASE BID | \$ 524,398.00 | \$ 557,634.00 | \$ 573,098.93 | \$ 579,642.09 | \$ 597,020.00 | \$ 618,000.00 | | |

GSG Architecture appreciates the efforts of all bidders and expresses our sincere thanks.

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

PROJECT IDENTIFICATION: City of Casper
Casper Events Center Storage Building
Project No. 15-25

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 March 1, 2017 and completed and ready for final payment not later April 3, 2017, 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>6/21/16</u> |
| Addendum No. <u>2</u> | Dated <u>6/23/16</u> |
| Addendum No. <u>3</u> | Dated <u>6/24/16</u> |
| Addendum No. <u>4</u> | Dated <u>6/27/16</u> |

BF-1

- 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: \$ 524,398
TOTAL BASE BID, IN WORDS: Five Hundred Twenty Four
Thousand Three Hundred Ninety Eight DOLLARS.

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

Address of Bidder: CASPAR BUILDING SYSTEMS, INC.
1975 OLD SALT CREEK HIGHWAY
CASPER, WY 82601

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 28, _____, 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)

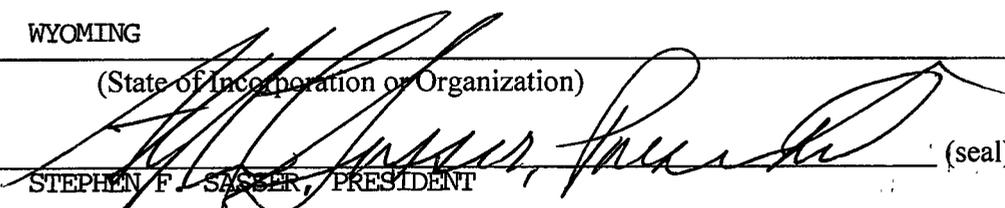
Business Address: _____

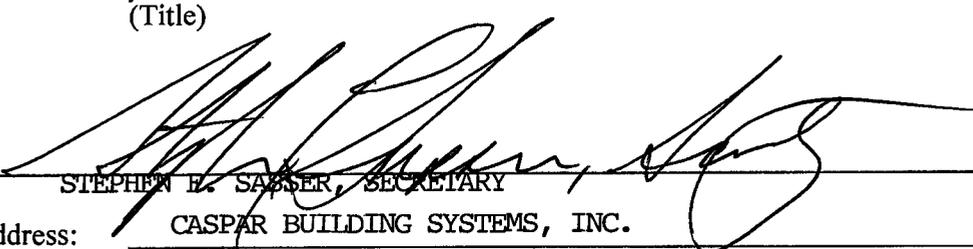
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: CASPAR BUILDING SYSTEMS, INC. (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By:  (seal)
STEPHEN F. SASSER, PRESIDENT
(Title)

(Seal)
Attest: 
STEPHEN E. SASSER, SECRETARY

Business Address: CASPAR BUILDING SYSTEMS, INC.
1975 OLD SALT CREEK HIGHWAY
CASPER, WY 82601

Phone Number: (307) 235-5690

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.)

RESOLUTION NO. 16-192

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE CASPER EVENTS CENTER STORAGE BUILDING, PROJECT 15-25.

WHEREAS, the City of Casper desires to construct a new storage building at the Casper Events Center; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the Casper Events Center Storage Building, Project 15-25; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000), and other project administration related change orders that do not substantially alter the scope of the project.

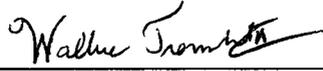
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Caspar Building Systems, Inc., for those services, in the amount of Five Hundred Twenty-Four Thousand Three Hundred Ninety-Eight Dollars (\$524,398).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Twenty-Four Thousand Three Hundred Ninety-Eight Dollars (\$524,398), and Fifty Thousand Six Hundred Two Dollars (\$50,602) for a construction contingency account, for a total price of Five Hundred Seventy-Five Thousand Dollars (\$575,000).

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

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

APPROVED AS TO FORM:
(Casper Events Center Storage Building, Project 15-25)



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
Bruce Martin, Public Utilities Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: General Service Contract with Rocky Mountain Power
East Casper Zone 3 Improvements, Project No. 13-38.
Water Storage Tank Electrical Service.

Recommendation:

That Council, by resolution, authorize a General Service Contract with Rocky Mountain Power to provide electrical service for the new East Casper Zone 3 water storage tank located at 2992 Southeast Wyoming Boulevard in the amount of \$7,895.00.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone 3 Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. The proposed improvements for the Zone 3 Water System include a new water storage tank located at 2992 Southeast Wyoming Boulevard which will require a new electrical service.

Rocky Mountain Power has provided a total cost of \$7,895.00 to extend electrical service. This cost and the terms under which power will be supplied are outlined in the General Service Contract.

Funding will come from City of Casper FY16 Water Fund Reserves budgeted to the East Casper Zone 3 Improvements.

A resolution is prepared for Council's consideration.

(WY (Casper) Apr2014)
Account #:54730761.135
Service ID #:028805679.001
Monthly

CHRIS COZIAHR
C/C: 11331
Request #: 6143629
Contract #:

**ROCKY MOUNTAIN POWER
and
CITY OF CASPER
GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)**

This General Service Contract ("Contract"), dated **JUNE 28, 2016**, is between Rocky Mountain Power ("Company"), whose address is **2840 E. Yellowstone Hwy, Casper, Wyoming**, and the **City of Casper, Casper, Wyoming** ("Customer"), whose address is **200 N. David Street, Casper, Wyoming**, for electric service for Customer's **WATER TANK** operation ("Facility") at or near **2992 SE WYOMING BLVD.**, Casper, Wyoming.

The Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Wyoming Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide **120/240-volt**, single-phase electrical service to the Customer's Facility.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be **25 kVA** (diversified, based on Customer's submitted load prior to the signing of this Contract). After 60 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 60 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest **\$657.00** (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of **\$0.00**, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

___ **Refund Option.** The total Customer Advance for this work is **\$8,145.00**, and the **balance due is \$8,145.00**, and Customer remains eligible for refunds. Company will

refund part of the Customer Paid Costs if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer Paid Costs allocable to the **shared** Improvements for each of four (4) additional customers. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$7,895.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) **\$49.99** (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. **25** and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults for reasons other than those stated in Section 10. **City of Casper Special Provisions**, c) Availability of Funds (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the five-year term.

6. **Payments.** All bills shall be paid in accordance with the provisions contained in Wyoming State Statute 16-6-602, the City of Casper, and Rocky Mountain Power's Rule 8 policies and procedures. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. PacifiCorp shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund PacifiCorp determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

7. **Customer Obligations.** Customer agrees to:
 - a) Reimburse all expenses to Company including labor and associated expense and fees in obtaining and preparing Rights of Way acceptable to Company, using Company's standard forms. Company will invoice Customer after construction is complete for the Rights of Way expenses, and

- b) Comply with all of Company's tariffs, procedures, specifications and requirements.
- 8. Effective.** This Contract will expire unless you:
- a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
 - b) Are ready to receive service within 150 days of the Customer signature date below.
- 9. Special Provisions: None**
- 10. City of Casper Special Provisions:**
- a) Ambiguities. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to rights and immunities of the Customer under the Wyoming Governmental Claims Act Shall be construed in the favor of the rights and immunities provide thereunder.
 - b) Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Company shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Customer.
 - c) Availability of Funds. Each payment obligation of the Customer is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Company, the contract may be terminated by the Customer at the end of the period for which the funds are available. The Customer shall notify the Company at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Customer to terminate this Contract to acquire similar services from another party
 - d) Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, or delivery in person.
 - e) Sovereign Immunity. The City of Casper 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 of Casper specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
 - f) Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the

parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- g) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

- 11. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

- 12. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts executed in and to be wholly performed in Wyoming by persons domiciled in the State of Wyoming. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Wyoming, or state courts of the State of Wyoming, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

- 13. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

14. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

CITY OF CASPER

By _____
signature

Daniel Sandoval **Mayor**
NAME (type or print legibly) TITLE

DATE

ROCKY MOUNTAIN POWER

By _____
signature

ROBERT COLLIER **OPS MGR.**
NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ALEX SVEDA
ATTENTION OF

200 N. David
ADDRESS

Casper, WY 82601
CITY, STATE, ZIP

Rocky Mountain Power's Mailing Address for Executed Contract

2840 E. Yellowstone Hwy
ADDRESS

Casper, WY 82609-1854
CITY, STATE, ZIP

APPROVAL AS TO FORM

I have reviewed the attached *Rocky Mountain Power and City of Casper General Service Contract (1000 KVA or Less) for electric service for Customer's water tank operation at or near 2992 SE Wyoming Blvd., Casper, Wyoming.* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 23, 2016



Wallace Trembath III
Assistant City Attorney

City of Casper
 2992 SE Wyoming Blvd, Casper
 200 N David St, Casper, WY 82601

Job costs

| FERC <u>Account</u> | <u>Major item and associated hardware</u> | Material Labor & <u>Vehicle</u> |
|------------------------|---|---------------------------------------|
| 364 | Grounding | \$83 |
| 366 | UG connections | \$795 |
| 367 | UG cable | \$4,791 |
| 368 | Padmount transformer | \$2,464 |
| 369.2 | Service wire | \$427 |
| 370 | Metering | \$242 |

Total **\$8,802**

Less allowance and credit(s)

| | |
|--------------------------------|-------|
| Betterment, Meters, & Other | \$242 |
| Contract Administration Credit | \$250 |
| Line Extension Allowance | \$415 |

Total. Cost to customer

Customer Advance **\$7,895**

ELECTRIC SERVICE REQUIREMENTS AGREEMENT – NON-RESIDENTIAL

Customer name/location: City of Casper / 2992 SE Wyoming Blvd, Casper, WY _____
 Request # 6143629 _____
 Contact person: Alex Sveda _____ Phone # 307-235-8341 _____
 Contact person: Nick Larsen _____ Phone # 307-266-4346 _____
 Contact person: Steve Holcomb _____ Phone # 307-332-0908 _____

Load Information (Commercial load sheet, electrical one-line drawing, site plan, and CAD drawing required)
 service panel size: 100 amps phases: 1 voltage: 120/240

General Information

- Line extension policy explained. Customer to call for locates? yes no N/A
- Customer will accept \$250 Contract Administration Credit? yes no decide later N/A
- Customer given ESR Manual? yes no
- Route (including poles, trench route and equipment locations) staked out and / or explained.
- Route may be forwarded upon completion of design.

Read the back of this sheet for additional line extension information.

Trench & Conduit (Note: Customer to install non-metallic 'poly' pull rope. 500 lb test minimum for all conduit installations):

- Customer to install: trench conduit vaults
- Primary/secondary/service trench dimensions 36-48" deep x 12" wide, (per ESR or Power Company Rep)
- No. of runs of primary conduit required 1 diameter 2"
- No. of runs of secondary/service conduit required 1 diameter 3"
(Conduit runs shall be Schedule 40 gray electrical grade PVC or fiberglass or as indicated on Power Company drawings.)
- Number of primary sweeps 90° x 45° x radius 36" fiberglass
- No. of secondary/service sweeps 90° 3 45° radius 36" PVC (factory-quality bend)
- Riser location marked on pole N/A
- Secure 1000 lb pull line inside the conduit and cap with 6 feet of extra line at both ends
- Vault spec provided. Top of vault to be at final grade level? yes no

Read the back of this sheet for additional information on trenching and conduit installations or review Rocky Mountain Power's underground policy at <https://www.rockymountainpower.net/con/ucsi.html>.

Meter Base or Termination Equipment to be installed by Customer

(Location as agreed on, no variation without estimator approval)

- Underground-fed Overhead-fed
- Manual link bypass req'd safety socket req'd C.T. enclosure required dimensions: (per ESR)
- Switchgear service entrance required above 801 Amps Net metering? yes no
- Specifications or drawings provided: **fault current will be 6,056 amps.**

Read the back of this sheet for additional information on metering installations.

Before Service Can Be Provided (Call us at 307-261-7027 to inform us of your progress on the following):

- Tree trimming required, to be done by: Customer Power Company N/A
- Required electrical inspection discussed with Customer. Customer to contact City, County or State permitting office)
- Right-of-way required and explained. N/A (additional widths may be required)
- Contract or "Letter of Agreement" required and explained. N/A
- Trench and conduit to be mandrel'd and under Power Company supervision inspected? yes no N/A
(Call 307-261-7027 for trench inspection with minimum 48 hrs notice)
- Other information needed from Customer before design can take place: _____

Read the back of this sheet for additional information on requirements.

Sketch & Notes:

See the attached map

Changes to this agreement must be communicated and agreed to by the Estimator or Manager. Your estimate is good for 90 days. If you request changes to the estimate or design, or if it must be recreated after cancellation, the Power Company may require a non-refundable re-engineering fee (minimum of \$200), payable in advance.

Chris Coziahr p75694 _____
 PacifiCorp Representative P#

_____ Customer or Representative

_____ Date

Load Information - The load information you provide is used in sizing the Company facilities to meet your electrical demands, therefore it is imperative that you provide accurate information and notify your estimator if anything changes as quickly as possible.

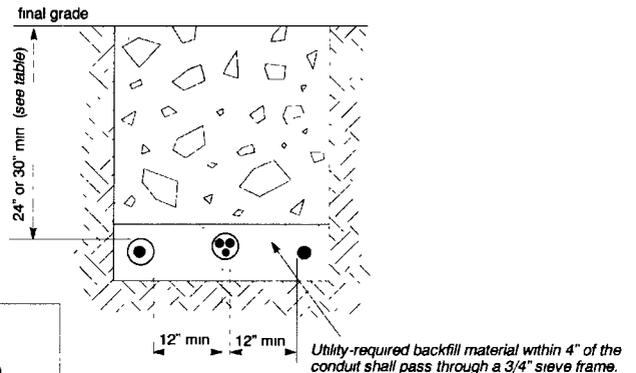
General Information

- Line Extension Policy information can be found online at www.pacificpower.net or www.rockymountainpower.net by navigating as follows: *Business > Rates & Regulation > Choose your State > Approved Tariffs, Rate Schedules or Rules.*
- The Customer shall call UG Locating two (2) full working days prior to digging. The numbers for each state are: OR (800) 332-2344; WA (800) 424-5555; CA (800) 227-2600; ID (800) 342-1585; UT (800) 662-4111; WY (800) 849-2476.
- By accepting the \$250 Contract Administration Credit, you waive your right to future refunds (if applicable).
- Contact the Estimator if you wish to relocate the route as designed. Do not relocate the Estimator's stakes.
- The Customer is responsible for following the specifications in this document, as well as those in the Six-State Electric Service Requirements Manual (ESR). The ESR can be obtained in hard copy format from your local office, and online at www.pacificpower.net/ESR or www.rockymountainpower.net/ESR.

Figure 6.3.5 - Main Trench

Trench & Conduit

- Electric utilities (cable TV, telephone) shall have at least 12" of horizontal clearance from primary and secondary cables.
- Non-electric utilities (Gas, Water, Sewer, etc.) and privately-owned facilities shall not be installed in the power trench without prior approval by the power company.
- Contact your Estimator if you plan to change the route of the service, install more sweeps, or increase the length.



Note: Ten feet (10') of level ground, free from obstructions, is required in front of equipment pads. Three feet (3') of clearance is required on the remaining three sides.

LEGEND

- other cable utilities (telephone, cable tv)
- secondary / service (conduit / cable)
- ⊙ primary conduit / cable
- ▨ backfill
- ▩ select backfill
- ▭ undisturbed earth

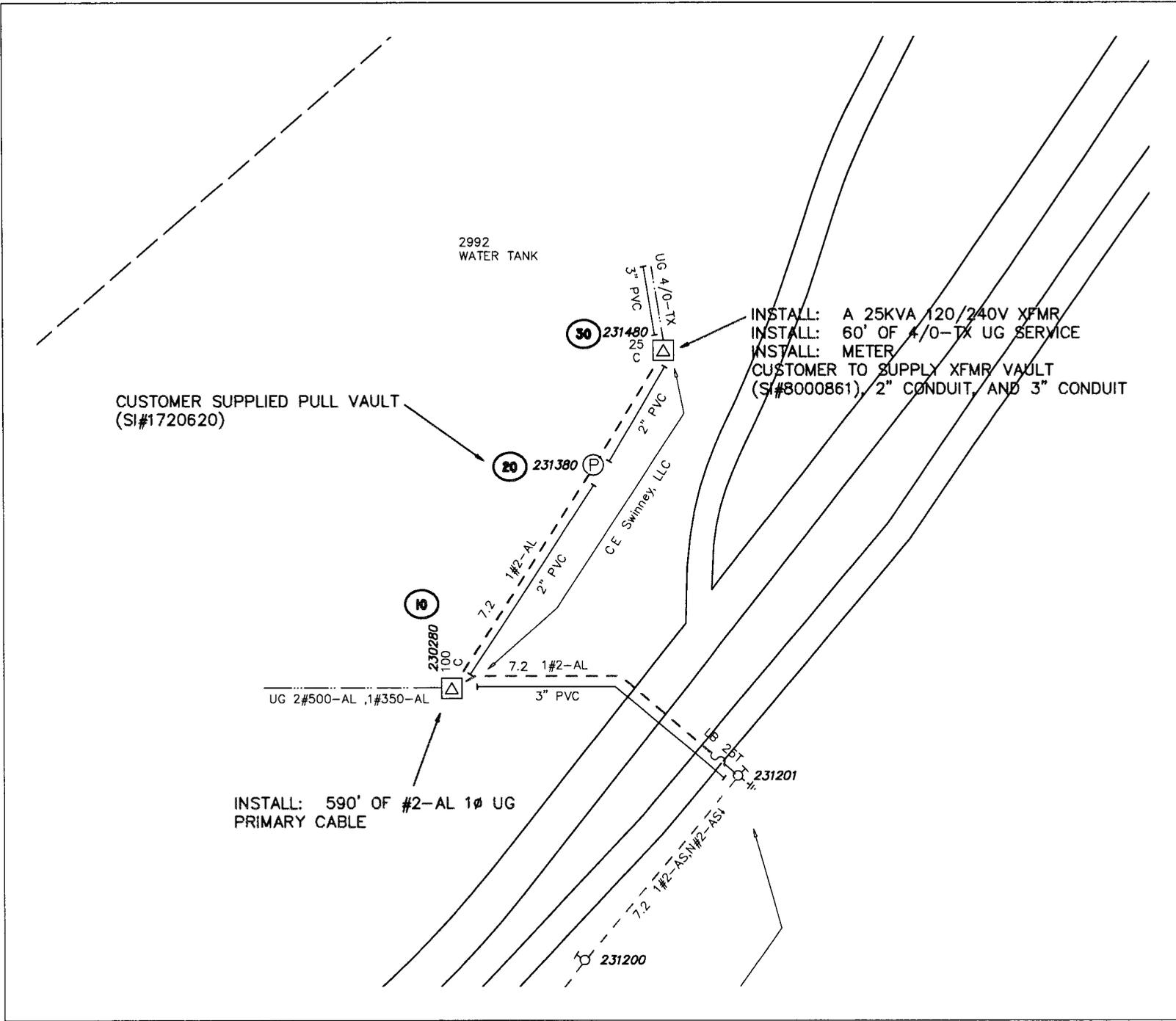
| Conduit/Cable | Minimum Cover (in.) | Minimum Trench Depth (in.) | Maximum Burial Depth (in.) |
|-------------------|---------------------|----------------------------|----------------------------|
| Primary | 30 | 36 | 48 |
| Secondary/Service | 24 | 30 | 48 |

Additional General Requirements (See the Six-State Electric Service Requirements manual for all requirements.)

- The height of the meter shall be no greater than 6'. The socket's center shall be no less than 4' above the ground.
- In installations with two or more units, each metered service shall be permanently labeled with the Customer's address with a metal or hard plastic engraved label.
- For an overhead service, a 24" minimum tail is required to be left out of the service mast.
- For an overhead service to a meter pole, the pole shall be no less than 5½" in diameter at the top, treated, set at least 5' deep, and the bottom of the weatherhead shall be located within 1' of the top of the pole. Used poles must be approved.
- Poles must be accessible to Power Company power-lift aerial equipment.
- The Electrical Inspector (State, County or City) is the proper person to answer most of your questions regarding your wiring and equipment beyond the interconnection with the Power Company's supplied service.
- Ct metering and switchboard metering to be installed outside the building.

Before Service Can Be Provided

- If overhead primary service is to be installed, trees and limbs shall be cleared 10' from each side of the line. **DO NOT TRIM TREES WITHIN 10' OF EXISTING OVERHEAD PRIMARY LINES**. Walk the route with your Estimator to determine acceptable vegetation and appropriate clearances.
- The Power Company will prepare easement documents. The Customer shall return the signed easement and pay any associated costs.
- Direct-buried underground cable and conduit installations shall not be energized until the proper select backfill over the cable or conduit has been inspected by the Power Company representative. The Customer is responsible for providing the select backfill and the final cover of the trench.
- The Power Company's schedule for construction on your project depends on the project's size, the type of material ordered (some materials have long lead delivery dates), the workload of the Power Company in your area, and changes to the initial design. Work shall not be scheduled until you have met all of the requirements detailed on this form and the ESR (www.pacificpower.net/ESR or www.rockymountainpower.net/ESR) and have called in to inform the Power Company.



A MIDAMERICAN ENERGY HOLDINGS COMPANY

1 OF 1

Print Date 02/18/16

Scale 1=200'

EST ID# 75694

| | | | | |
|--------------|--------------------------|---|------------------|--|
| Foreman | Emp # | Job Start Date | Circuit 5H162 | <input type="checkbox"/> Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted |
| | Map String 05233079.0 | Job Comp Date | | |
| CC# 11331 | WC# / REQ# 006143629 | CUSTOMER : CITY OF CASPER ADDRESS : 2992 SE WYOMING BLVD CASPER, WY | | |

REV05042015

Return to:

Rocky Mountain Power
Casper Estimating Dept. – Chris Coziahr
2840 E. Yellowstone Hwy.
Casper, WY 82609

Project Name: City of Casper's water tank underground line extension
WO#: 6143629

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Carol E. Swinney, Member of C.E. Swinney, LLC.** (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 20 feet in width and 581.51 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Natrona County, State of Wyoming** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A and B** attached hereto and by this reference made a part hereof:

“A 20.00 foot wide strip of land for power line purposes located in and being a portion of the NW1/4SW1/4 of Section 23, T.33N., R.79W., 6th P.M., Natrona County, Wyoming.”

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

EXHIBIT "A"

Legal Description – Power Easement at New Tank Site

A 20.00 foot wide strip of land for power line purposes located in and being a portion of the NW ¼SW ¼ of Section 23, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 10.00 feet each side of a centerline as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

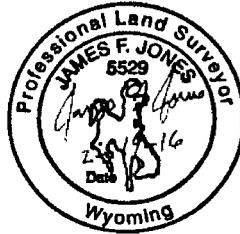
Commencing at a found bolt marking the S1/16 corner common to said Section 23 and Section 22;

Thence N.61°53'07"E., 462.27 feet to the Point of Beginning of this legal description;

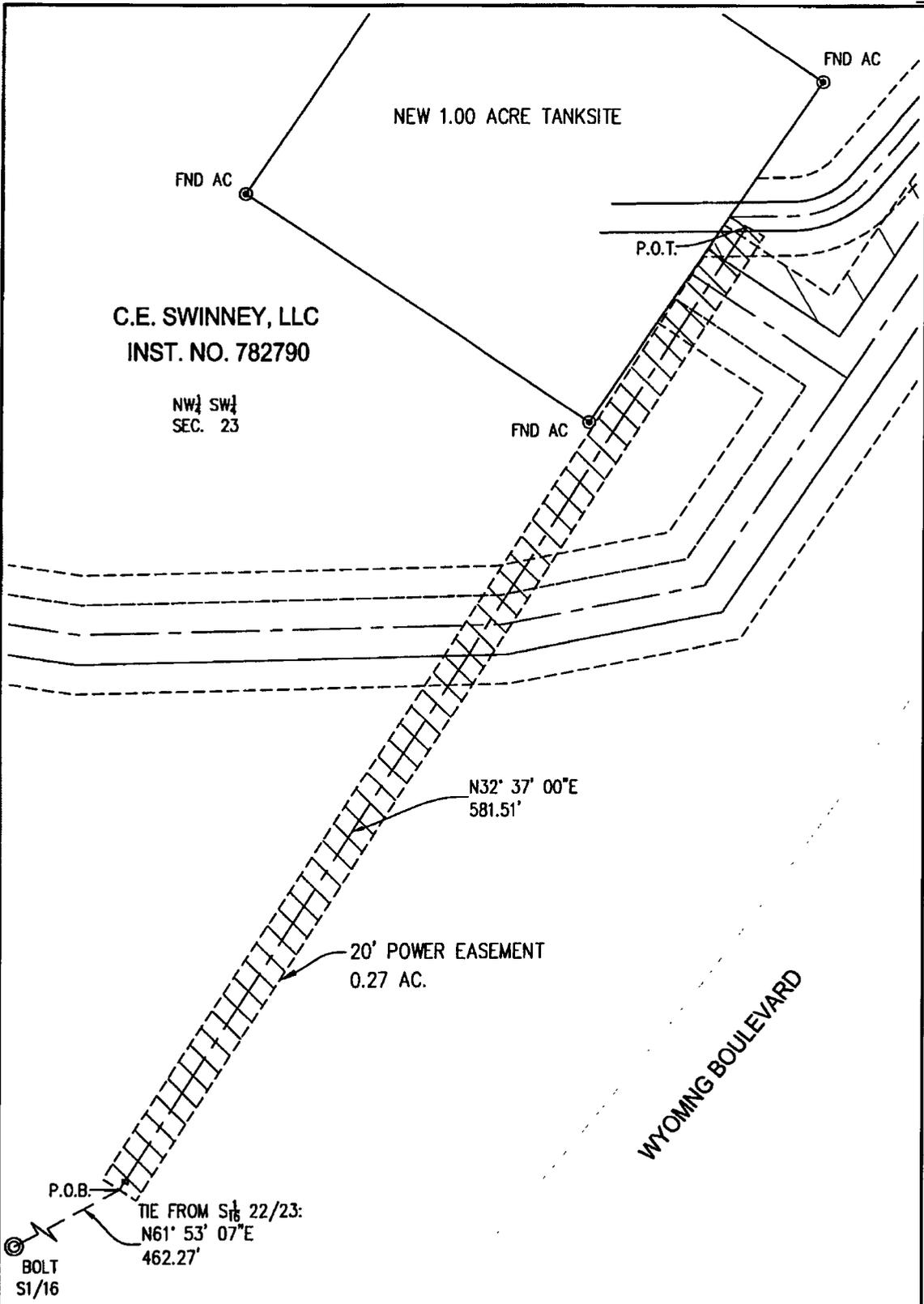
Thence N.32°37'00"E., along the centerline of the strip of land being described herein, 581.51 feet to the Point of Termination of this strip of land, from which the S1/6 corner common to said Section 23 and Section 22 bears S.45°32'33"W., 1010.37 feet .

The above described parcel of land contains 0.27 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

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



M:\Land_2014\Engr_Dwg\14-066 East 23\Survey\Photos\Easements\EASEMENT BASE.dwg, 4/28/2015, .jrn



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT-OF-WAY HEREIN GRANTED.

CEPI
 Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.8103
 www.cepi-casper.com

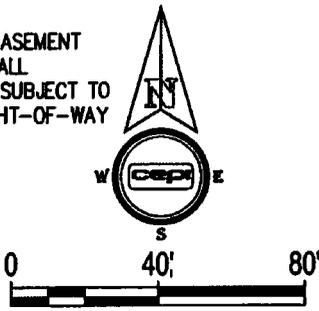


Exhibit "B"
POWER EASEMENT-NEW TANK
C.E. SWINNEY, LLC
 NW 1/4 SW 1/4 Sec. 23, T.33N., R.79W.
 Natrona County, Wyoming
 February 15, 2016
 W.O. 14-86

RESOLUTION NO. 16-193

A RESOLUTION AUTHORIZING A GENERAL SERVICE CONTRACT WITH ROCKY MOUNTAIN POWER FOR ELECTRICAL SERVICE FOR THE NEW WATER STORAGE TANK FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing a new water storage tank located at 2992 Southeast Wyoming Boulevard as part of the East Casper Zone 3 Water System Improvements Project; and,

WHEREAS, construction requires a new electrical service; and,

WHEREAS, Rocky Mountain Power requires the execution of a General Service Contract to provide electrical service to the site in the amount of Seven Thousand Eight Hundred Ninety-Five and 00/100 Dollars (\$7,895.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a General Service Contract with Rocky Mountain Power for electrical service for the new water storage tank as part of the East Casper Zone 3 Water System Improvements Project, more particularly described in said General Service Contract, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

June 22, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: General Service Contract with Rocky Mountain Power
East Casper Zone 3 Improvements, Project No. 13-38.
Water Pumping Station Electrical Service.

Recommendation:

That Council, by resolution, authorize a General Service Contract with Rocky Mountain Power to provide electrical service for the new East Casper Zone 3 water pumping station, located near the existing Manor Heights water storage tanks at the intersection of Country Club Road and Kingsbury Drive, in the amount of \$4,723.00.

Summary:

The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the East Casper Zone 3 Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. The proposed improvements for the Zone 3 Water System include a new pump station located at 2600 Country Club Road, which will require a new electrical service.

Rocky Mountain Power has provided a total cost of \$4,723.00 to extend electrical service. This cost and the terms under which power will be supplied are outlined in the General Service Contract.

Funding will come from City of Casper FY16 Water Fund Reserves allocated to the East Casper Zone 3 Improvements.

A resolution is prepared for Council's consideration.

(WY (Casper) Apr2014)
Account #:54730761.002
Service ID #:822791828.001
Monthly

CHRIS COZIAHR
C/C: 11331
Request #: 6135023
Contract #:

**ROCKY MOUNTAIN POWER
and
CITY OF CASPER
GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)**

This General Service Contract ("Contract"), dated **JUNE 28, 2016**, is between Rocky Mountain Power ("Company"), whose address is **2840 E. Yellowstone Hwy, Casper, Wyoming**, and the **City of Casper, Casper, Wyoming** ("Customer"), whose address is **200 N. David Street, Casper, Wyoming**, for electric service for Customer's **WATER PUMPING STATION-DISTRIBUTION** operation ("Facility") at or near **2600 COUNTRY CLUB RD.**, Casper, Wyoming.

The Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Wyoming Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide **277/480-volt**, three-phase electrical service to the Customer's Facility.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be **300 kVA** (diversified, based on Customer's submitted load prior to the signing of this Contract). After 60 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 60 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest **\$27,394.00** (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of **\$0.00**, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

___ **Refund Option.** The total Customer Advance for this work is **\$4,973.00**, and the **balance due is \$4,973.00**, and Customer remains eligible for refunds. Company will

refund part of the Customer Paid Costs if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer Paid Costs allocable to the **shared** Improvements for each of four (4) additional customers. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$4,723.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) **\$347.41** (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. **25** and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults for reasons other than those stated in Section 10. **City of Casper Special Provisions**, c) Availability of Funds (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the five-year term.

6. **Payments.** All bills shall be paid in accordance with the provisions contained in Wyoming State Statute 16-6-602, the City of Casper, and Rocky Mountain Power's Rule 8 policies and procedures. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. PacifiCorp shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund PacifiCorp determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

7. **Customer Obligations.** Customer agrees to:
 - a) Reimburse all expenses to Company including labor and associated expense and fees in obtaining and preparing Rights of Way acceptable to Company, using Company's standard forms. Company will invoice Customer after construction is complete for the Rights of Way expenses, and

b) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Effective. This Contract will expire unless you:

- a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
- b) Are ready to receive service within 150 days of the Customer signature date below.

9. Special Provisions: None

10. City of Casper Special Provisions:

- a) Ambiguities. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to rights and immunities of the Customer under the Wyoming Governmental Claims Act Shall be construed in the favor of the rights and immunities provide thereunder.
- b) Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Company shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Customer.
- c) Availability of Funds. Each payment obligation of the Customer is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Company, the contract may be terminated by the Customer at the end of the period for which the funds are available. The Customer shall notify the Company at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Customer to terminate this Contract to acquire similar services from another party
- d) Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, or delivery in person.
- e) Sovereign Immunity. The City of Casper 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 of Casper specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- f) Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the

parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- g) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

- 11. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

- 12. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts executed in and to be wholly performed in Wyoming by persons domiciled in the State of Wyoming. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Wyoming, or state courts of the State of Wyoming, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

- 13. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

14. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

CITY OF CASPER

By _____
signature
Daniel Sandoval **Mayor**
NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ALEX SVEDA _____
ATTENTION OF
200 N. David _____
ADDRESS
Casper, WY 82601 _____
CITY, STATE, ZIP

ROCKY MOUNTAIN POWER

By _____
signature
ROBERT COLLIER **OPS MGR.**
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

2840 E. Yellowstone Hwy _____
ADDRESS
Casper, WY 82609-1854 _____
CITY, STATE, ZIP

APPROVAL AS TO FORM

I have reviewed the attached *Rocky Mountain Power and City of Casper General Service Contract (1000 KVA or Less) for electric service for Customer's water pumping station-distribution operation at or near 2600 Country Club Road, Casper, Wyoming.* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: July 6, 2016



Wallace Trembath III
Assistant City Attorney



6/17/2016

WO: 6135023

City of Casper
 2600 Country Club Rd, Casper, WY
 200 N David St, Casper, WY 82601

Job costs

| <u>Account</u> | <u>Major item and associated hardware</u> | <u>Material Labor & Vehicle</u> |
|----------------|---|---|
| 108.36 | Removal labor | \$2,289 |
| 364 | Standoff Brackets | \$956 |
| 365 | Overhead to underground connections | \$3,101 |
| 366 | Primary Riser | \$3,101 |
| 367 | UG cable and sectionalizer | \$9,461 |
| 368 | Transformer | \$10,650 |
| 369.2 | Underground Service | \$1,020 |
| 370 | Meter | \$1,789 |

Total **\$32,367**

Less allowance and credit(s)

| | |
|--------------------------------|----------|
| Betterment, Meters, & Other | \$1,789 |
| Contract Administration Credit | \$250 |
| Line Extension Allowance | \$25,605 |

Total: Cost to customer

Customer Advance **\$4,723**

ELECTRIC SERVICE REQUIREMENTS AGREEMENT – NON-RESIDENTIAL

Customer name/location: City of Casper / 2600 Country Club Rd, Casper, WY _____

Request # 6135023 _____

Contact person: Alex Sveda _____ **Phone #** 307-235-8341 _____

Contact person: Nick Larsen _____ **Phone #** 307-266-4346 _____

Contact person: Steve Holcomb _____ **Phone #** 307-332-0908 _____

Load Information (Commercial load sheet, electrical one-line drawing, site plan, and CAD drawing required.)
 service panel size: 600 amps phases: 3 voltage: 277/480

General Information

- Line extension policy explained. Customer to call for locates? yes no N/A
- Customer will accept \$250 Contract Administration Credit? yes no decide later N/A
- Customer given ESR Manual? yes no
- Route (including poles, trench route and equipment locations) staked out and / or explained.
- Route may be forwarded upon completion of design.

Read the back of this sheet for additional line extension information.

Trench & Conduit (Note: Customer to install non-metallic 'poly' pull rope, 500 lb test minimum for all conduit installations):

- Customer to install: trench conduit transformer and sectionalizer vault
- Primary/secondary/service trench dimensions 36-48" deep x 12" wide, (per ESR or Power Company Rep.)
- No. of runs of primary conduit required 1 diameter 4"
- No. of runs of secondary/service conduit required 3 diameter 4"
(Conduit runs shall be Schedule 40 gray electrical grade PVC or fiberglass or as indicated on Power Company drawings.)
- Number of primary sweeps 90° 3 45° 3 radius 36" fiberglass
- No. of secondary/service sweeps 90° 3 45° radius 36" PVC (factory-quality bend)
- Riser location marked on pole N/A
- Secure 1000 lb pull line inside the conduit and cap with 6 feet of extra line at both ends
- Vault spec provided. Top of vault to be at final grade level? yes no

Read the back of this sheet for additional information on trenching and conduit installations or review Rocky Mountain Power's underground policy at <https://www.rockymountainpower.net/con/ucsi.html>.

Meter Base or Termination Equipment to be installed by Customer

(Location as agreed on, no variation without estimator approval)

- Underground-fed Overhead-fed
- Manual link bypass req'd safety socket req'd C.T. enclosure required dimensions: (per ESR)
- Switchgear service entrance required above 801 Amps Net metering? yes no
- Specifications or drawings provided: **fault current will be 22,439 amps. The transformer vault will be located outside the fenced area. Limit starting amps to 560 amps at 480 volts.**

Read the back of this sheet for additional information on metering installations.

Before Service Can Be Provided (Call us at 307-261-7027 to inform us of your progress on the following):

- Tree trimming required, to be done by: Customer Power Company N/A
- Required electrical inspection discussed with Customer. Customer to contact City, County or State permitting office)
- Right-of-way required and explained.(exsiting easement to be released) N/A (additional widths may be required)
- Contract or "Letter of Agreement" required and explained. N/A
- Trench and conduit to be mandrel'd and under Power Company supervision inspected? yes no N/A
(Call 307-261-7027 for trench inspection with minimum 48 hrs notice.)
- Other information needed from Customer before design can take place: _____

Read the back of this sheet for additional information on requirements.

Sketch & Notes:

See the attached map

Changes to this agreement must be communicated and agreed to by the Estimator or Manager. Your estimate is good for 90 days. If you request changes to the estimate or design, or if it must be recreated after cancellation, the Power Company may require a non-refundable re-engineering fee (minimum of \$200), payable in advance.

Chris Coziahr p75694
 PacifiCorp Representative P# _____

_____ Customer or Representative

_____ Date

Load Information - The load information you provide is used in sizing the Company facilities to meet your electrical demands, therefore it is imperative that you provide accurate information and notify your estimator if anything changes as quickly as possible.

General Information

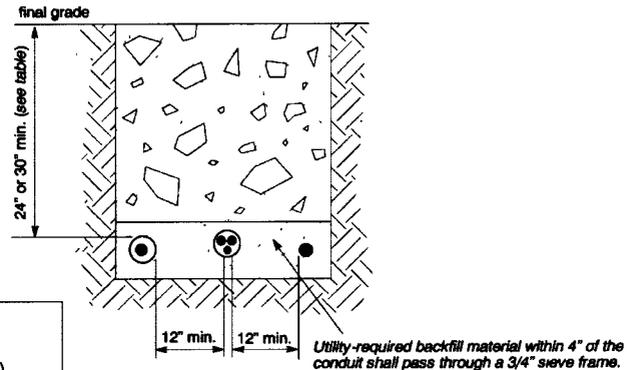
- Line Extension Policy information can be found online at www.pacificpower.net or www.rockymtnpower.net by navigating as follows: *Business > Rates & Regulation > Choose your State > Approved Tariffs, Rate Schedules or Rules.*
- The Customer shall call UG Locating two (2) full working days prior to digging. The numbers for each state are: OR (800) 332-2344; WA (800) 424-5555; CA (800) 227-2600; ID (800) 342-1585; UT (800) 662-4111; WY (800) 849-2476.
- By accepting the \$250 Contract Administration Credit, you waive your right to future refunds (if applicable).
- Contact the Estimator if you wish to relocate the route as designed. Do not relocate the Estimator's stakes.
- The Customer is responsible for following the specifications in this document, as well as those in the Six-State Electric Service Requirements Manual (ESR). The ESR can be obtained in hard copy format from your local office, and online at www.pacificpower.net/ESR or www.rockymountainpower.net/ESR.

Figure 6.3.5 - Main Trench

Trench & Conduit

- Electric utilities (cable TV, telephone) shall have at least 12" of horizontal clearance from primary and secondary cables.
- Non-electric utilities (Gas, Water, Sewer, etc.) and privately-owned facilities shall not be installed in the power trench without prior approval by the power company.
- Contact your Estimator if you plan to change the route of the service, install more sweeps, or increase the length.

Note: Ten feet (10') of level ground, free from obstructions, is required in front of equipment pads. Three feet (3') of clearance is required on the remaining three sides.



LEGEND

- other cable utilities (telephone, cable tv)
- secondary / service (conduit / cable)
- primary conduit / cable
- backfill
- select backfill
- undisturbed earth

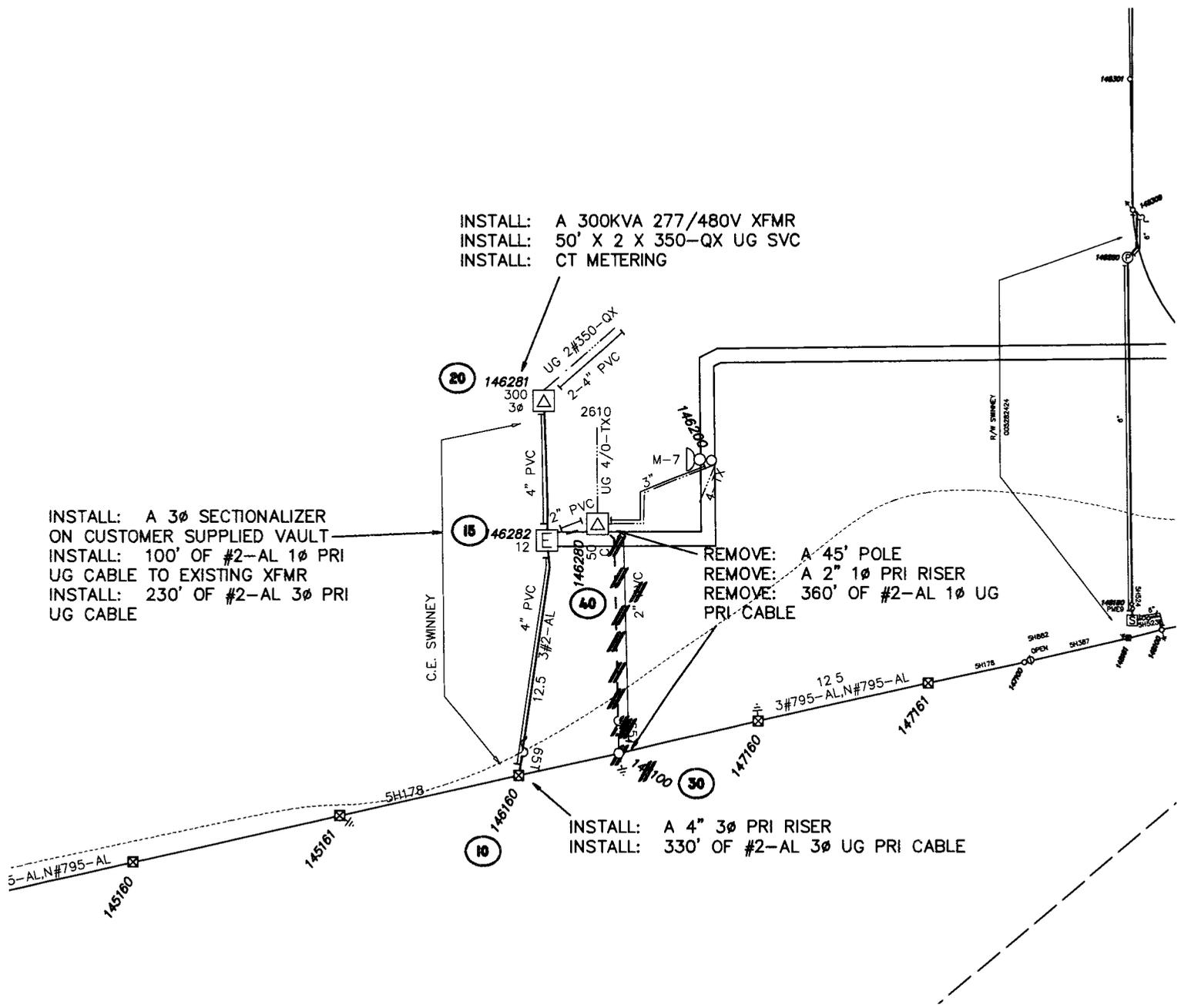
| Conduit/ Cable | Minimum Cover (in.) | Minimum Trench Depth (in.) | Maximum Burial Depth (in.) |
|-------------------|---------------------|----------------------------|----------------------------|
| Primary | 30 | 36 | 48 |
| Secondary/Service | 24 | 30 | 48 |

Additional General Requirements (See the Six-State Electric Service Requirements manual for all requirements.)

- The height of the meter shall be no greater than 6'. The socket's center shall be no less than 4' above the ground.
- In installations with two or more units, each metered service shall be permanently labeled with the Customer's address with a metal or hard plastic engraved label.
- For an overhead service, a 24" minimum tail is required to be left out of the service mast.
- For an overhead service to a meter pole, the pole shall be no less than 5½" in diameter at the top, treated, set at least 5' deep, and the bottom of the weatherhead shall be located within 1' of the top of the pole. Used poles must be approved.
- Poles must be accessible to Power Company power-lift aerial equipment.
- The Electrical Inspector (State, County or City) is the proper person to answer most of your questions regarding your wiring and equipment beyond the interconnection with the Power Company's supplied service.
- Ct metering and switchboard metering to be installed outside the building.

Before Service Can Be Provided

- If overhead primary service is to be installed, trees and limbs shall be cleared 10' from each side of the line. **DO NOT TRIM TREES WITHIN 10' OF EXISTING OVERHEAD PRIMARY LINES.** Walk the route with your Estimator to determine acceptable vegetation and appropriate clearances.
- The Power Company will prepare easement documents. The Customer shall return the signed easement and pay any associated costs.
- Direct-buried underground cable and conduit installations shall not be energized until the proper select backfill over the cable or conduit has been inspected by the Power Company representative, The Customer is responsible for providing the select backfill and the final cover of the trench.
- The Power Company's schedule for construction on your project depends on the project's size, the type of material ordered (some materials have long lead delivery dates), the workload of the Power Company in your area, and changes to the initial design. Work shall not be scheduled until you have met all of the requirements detailed on this form and the ESR (www.pacificpower.net/ESR or www.rockymtnpower.net/ESR), and have called in to inform the Power Company.



INSTALL: A 300KVA 277/480V XFMR
 INSTALL: 50' X 2 X 350-QX UG SVC
 INSTALL: CT METERING

INSTALL: A 3Ø SECTIONALIZER
 ON CUSTOMER SUPPLIED VAULT
 INSTALL: 100' OF #2-AL 1Ø PRI
 UG CABLE TO EXISTING XFMR
 INSTALL: 230' OF #2-AL 3Ø PRI
 UG CABLE

REMOVE: A 45' POLE
 REMOVE: A 2" 1Ø PRI RISER
 REMOVE: 360' OF #2-AL 1Ø UG
 PRI-CABLE

INSTALL: A 4" 3Ø PRI RISER
 INSTALL: 330' OF #2-AL 3Ø UG PRI CABLE

PACIFIC CORP
 A MIDAMERICAN ENERGY HOLDINGS COMPANY

EST ID# 75694 Print Date 02/26/16 Scale 1=200'
 1 OF 1

| | | | |
|---|------------|----------------|-----------|
| Foreman | Emp # | Job Start Date | Post Jobs |
| | Map String | Job Comp Date | RQII |
| CC# 11331 | 006135023 | Circuit 5H178 | Posted |
| CUSTOMER : CITY OF CASPER ADDRESS : 2600 COUNTRY CLUB RD CASPER, WY | | | |

REV05042015

Return to:

Rocky Mountain Power
Casper Estimating Dept. – Chris Coziahr
2840 E Yellowstone Hwy.
Casper, WY 82609

Project Name: City of Casper's underground line extension for watering station
WO#: 6135023

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Carol E. Swinney, Member of C.E. Swinney, LLC. ("Grantor")**, hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("**Grantee**"), an easement for a right of way 20 feet in width and 526.98 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Natrona County, State of Wyoming** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A and B** attached hereto and by this reference made a part hereof:

"A 20.00 foot wide strip of land for power line purposes located in and being a portion of the W1/2SE1/4 of Section 14, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, the northerly portion of which is located west of and adjacent to a 1.00 acre parcel of land owned by the City of Casper as described in the Quitclaim recorded in Book 228, page 572."

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted. ***No Facilities will be placed above the ground South of the "above ground limit line shown on Exhibit B.***

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 3rd day of June, 2016

Carol E. Swinney
Carol E. Swinney GRANITOR

STATE OF Wyoming)
) ss.
County of Natrona)

On this 3rd day of June, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Carol E. Swinney, known or identified to me to be Member of C. E. Swinney, LLC., that executed the instrument, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

James F. Jones
(notary signature)

NOTARY PUBLIC FOR Wyoming (state)
Residing at: Casper, Wyoming (city, state)
My Commission Expires: 3/28/2020 (d/m/y)

APPROVED AS TO FORM

By: _____
Rocky Mountain Power representative

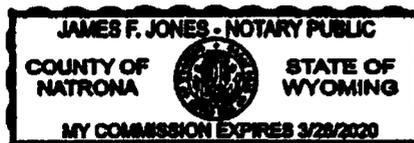


EXHIBIT 'A'

Legal Description – Power Easement at Manor Heights Tank Site

A 20.00 foot wide strip of land for power line purposes located in and being a portion of the W&SE¼ of Section 14, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, the northerly portion of which is located west of and adjacent to a 1.00 acre parcel of land owned by the City of Casper as described in the Outclaim recorded in Book 228, page 572, said strip of land being shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

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

Thence N.67°34'58"W., 2043.88 feet to the southeast corner of the strip of land being described herein, being the Point of Beginning of this legal description;

Thence N.81°23'12"W., along the south line of this strip of land, 20.00 feet to the southwest corner of this strip of land;

Thence N.08°36'48"E., along the west line of this strip of land, 296.54 feet to an angle point in this legal description;

Thence N.01°32'12"W., along the west line of this strip of land, and along a line that is 20.00 feet west of and parallel with the west line of the 1.00 acre parcel of land described above, 228.02 feet to the northwest corner of this strip of land;

Thence N.88°34'17"E., along the north line of this strip of land, 20.00 feet to a found aluminum cap at the northeast corner of this parcel of land;

Thence S.01°32'12"E., along the east line of this strip of land and the west line of said 1.00 acre parcel of land, 228.86 feet to a found 5/8-inch rebar marking the southwest corner of said 1.00 acre parcel of land;

Thence N.88°34'17"E., along the south line of said 1.00 acre parcel of land, 117.19 feet to an angle point in this legal description;

Thence S.01°25'43"E., 20.00 feet to an angle point in this legal description;

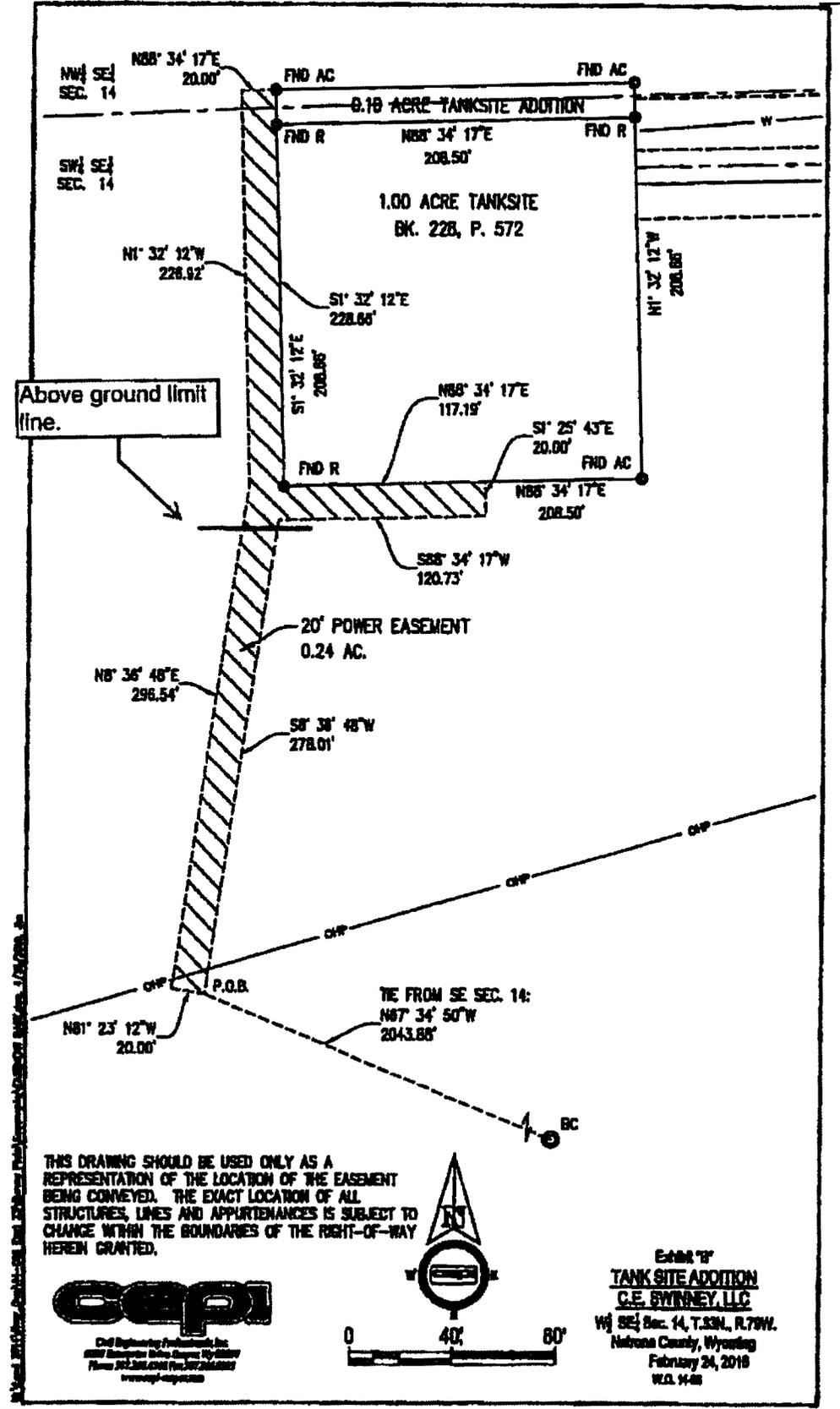
Thence S.88°34'17"W., along a line that is 20.00 feet south of and parallel with the south line of said 1.00 acre parcel of land, 120.73 feet to an angle point in this legal description;

Thence S.08°36'48"W., along the east line of this strip of land, 278.01 feet to the Point of Beginning.

The above described parcel of land contains 0.30 acres, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

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





RESOLUTION NO. 16-194

A RESOLUTION AUTHORIZING A GENERAL SERVICE CONTRACT WITH ROCKY MOUNTAIN POWER FOR ELECTRICAL SERVICE FOR THE NEW PUMP STATION FOR THE EAST CASPER ZONE 3 WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper is constructing a new water pump station located at 2600 Country Club Road as part of the East Casper Zone 3 Water System Improvements Project; and,

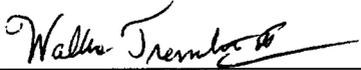
WHEREAS, construction requires a new electrical service; and,

WHEREAS, Rocky Mountain Power requires the execution of a General Service Contract to provide electrical service to the site in the amount of Four Thousand Seven Hundred Twenty-Three and 00/100 Dollars (\$4,723.00).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a General Service Contract with Rocky Mountain Power for electrical service for the new water pump station as part of the East Casper Zone 3 Water System Improvements Project, more particularly described in said General Service Contract, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 7, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Assistant City Manager 
Zulima Lopez, Assistant Support Services Director 

SUBJECT: Authorizing a Professional Services Agreement with Health Solution Services, Inc. d/b/a Interactive Health for Biometric Screenings

Recommendation:

That Council, by resolution, authorize a Professional Services Agreement between the City of Casper and Health Solution Services, Inc. d/b/a Interactive Health for the administration of the 2016 City of Casper employee biometric screenings.

Summary:

The City of Casper utilizes aggregate data from annual biometric screenings for employees and spouses on the City's self-funded Health Plan to trend health conditions and develop programs to help keep the City's employees and their families healthy. In 2015, the City utilized LifeHealth as its biometric screening vendor. The City was unsatisfied with their performance and terminated the agreement with LifeHealth in October 2015. Prior to this, the City engaged Health Solutions Services, Inc. for these services.

Human Resources recommends returning to Health Solutions Services, Inc. as the City's biometric screening vendor. Health Solutions Services, Inc. will partner with Cigna, the City's Third Party Administrator (TPA), to provide a finger stick blood draw, together with Cigna's online Health Risk Assessment (HRA). Results of the screening and HRA will be available to participants via Cigna's website. This will be a smaller panel of testing, yet still adequate to provide a health baseline for employees and spouses. The aggregate results will also help Human Resources to develop loss control programs relating to health and wellness for employees and their families.

On-site biometric screenings with Health Solution Services, Inc. are scheduled at City Hall and the City's Central Services Facility on July 26-29, 2016. Off-site biometric screenings will be available through August 31, 2016.

The cost of last year's biometric screenings with LifeHealth totaled nearly \$130,000. The estimated cost for finger stick biometric screenings with Health Solutions Services, Inc. is \$44,000. Funding for biometric screening services is budgeted for, and will be charged to, the City's Health Fund.

A Professional Services Agreement and resolution have been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2016 by and between the following parties:

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

2. Health Solutions Services, Inc. (HSSI), a wholly owned subsidiary of Interactive Health Solutions, Inc. d/b/a Interactive Health ("Interactive Health") with its place of business at 11409 Cronhill Drive, Suite M, Owings Mills, Maryland 21117 ("Contractor").

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

RECITALS

A. The City is undertaking a project to provide biometric screening services to City Health Plan participants and their spouses (if applicable).

B. The project requires professional services for the biometric screening services.

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

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

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

1. SCOPE OF SERVICES:

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

- a. Coordinate screenings with the City of Casper Human Resources Department staff at various City locations, dates and times, and direct bill for services as outlined in Exhibit A.
- b. Provide planning, promotion, logistics, staffing and service delivery, data collection and participant list reporting.
- c. Arrange for the provision of promotional materials.
- d. Provide online registration and telephonic registration.

- e. Ensure that all participants sign the Informed Consent and Release of Liability Form.
- f. Provide data collection form and Your Health Scores result interpretation guide.
- g. Provide the screening package as listed below to health plan participants:
 - a. Health Behavior Questions, Blood Pressure & Pulse, Blood Lipids (Standard Panel includes: Total Cholesterol, HDL Cholesterol; Expanded Panel includes Standard Panel plus LDL Cholesterol and Triglycerides), Glucose, Height, Weight, Body Mass Index, Waist Circumference.
 - b. Assessments shall be provided by qualified and trained professionals supervised by HSSI in compliance with all applicable federal, state and local laws and regulations (including HIPAA and CLIA) and professional standards.
- h. Provide a review of results compared to national normative ranges.
- i. Provide health education displays to augment biometric screenings and coaching.
- j. Provide handouts on topics including: BP, Cholesterol, Diabetes.
- k. Provide data collection and secure storage for future analysis and reporting.
- l. Provide Cigna all data collected from the biometric results to be uploaded into their system for use in reporting, clinical, and incentive programs, including disease management.
- m. Support off site screens for participants who cannot attend on-site until August 31, 2016; this includes participants who live out of Casper.
- n. Arrange for the provision of aggregate and participation list report within 20 business days of August 31, 2016, the project end/last date.
- o. Provide all screening supplies, release forms, equipment, and handouts. Provide an additional 20% of supplies to accommodate walk ups.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 29th day of September, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Part I, Section 1, as highlighted below in Table 1, Fingers-stick Expanded (Requires Fasting) with results coaching.

Table 1

Fingers-stick Expanded (Requires Fasting) with results coaching

| Services | Description | Costs |
|---|--|--|
| Biometric Screening Estimated: 700 Participants | \$45 / participant (Expanded Panel, Requires Fasting) x 700 participants | \$ 31,500.00 |
| Travel/Set-Up Costs | Travel costs | \$ 7,275.00 Plus Local Tolls and Parking |
| LabCorp Electronic Voucher CA and Standard Expires: 8/31/16 | Expanded Package with measured vitals (BP, Ht/Wt & Waist): \$56/participant | \$ 56/participant |
| Total Cost | Total costs for on-site screenings | \$ 38,775.00 Plus Voucher Charges |
| Estimated Minimums 700 | 100% of the projected participants as outlined above on a site by site, day by day, shift by shift basis. Additional hourly charges of \$59/hour/staff apply if hours extend beyond projected hours. Minimum of 30 participants to hold an on-site event, if projected is 30 or less. If hours are extended for any event/shift there is an additional hourly charge of \$59 per staff hour and minimums are charged at three (3) participants per hour | |

- a. Changes requiring reduction of staff/staff hours within 10 business days of event will be assessed a \$50/staff hour fee, for all lost staff hours.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

W. L. Belsler

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belsler
Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
Health Solutions Services, Inc. d/b/a
Interactive Health

By: _____

By: Greene

Printed Name: _____

Printed Name: Cami Greene

Title: _____

Title: General Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing fifteen (15) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation equal to 50% of the Total Cost at outlined in Part I, Section I, Table 1.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

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

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out

of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation on the General Liability policy which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Twenty Five Thousand Dollars (\$25,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

11. INTENT:

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

12. WYOMING GOVERNMENTAL CLAIMS ACT:

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

13. NO THIRD PARTY BENEFICIARY RIGHTS:

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

Exhibit A

PRIMARY POINT OF CONTACT:

Name: Becky Nelson
 Address: 200 N David Street, Casper, WY 82601
 Email: bnelson@casperwv.gov
 Phone Number: 307-235-7514

INVOICE CONTACT (If different than CLIENT INFORMATION above):

Name: Same

BILLING TYPE: DIRECT BILL CLIENT

Preliminary Event Planning Information:

| | | |
|-------------------------|--|--|
| Event City Location | Casper, WY 82601 | Casper, WY 82601 |
| Requested Event Date | 7/26/16 | 7/27/16 |
| Site Contact Name | Becky Nelson | Becky Nelson |
| Address | City Hall – 200 N David Street | Central Services garage – 1800 E K Street |
| Telephone | 307-235-7514 | 307-235-7514 |
| Email | bnelson@casperwv.gov | bnelson@casperwv.gov |
| Eligible Population | | |
| Estimated Participation | 200 (150 in am & 50 in pm) | 100 |
| Screening Hours | 6a – 11a & 6p – 7:30p | 6a – 11a |
| Total Screening Hours | 6.5 (5 & 1.5) | 5 |
| Participants per hour | 31 | 20 |
| Screening Staff | 7 | 5 |
| Minimum Participation | 200 - 100% of projected 15 business days prior | 100 - 100% of projected 15 business days prior |

Preliminary Event Planning Information:

| | | |
|-------------------------|--|--|
| Event City Location | Casper, WY 82601 | Casper, WY 82601 |
| Requested Event Date | 7/28/16 | 7/29/16 |
| Site Contact Name | Becky Nelson | Becky Nelson |
| Address | City Hall – 200 N David Street | City Hall – 200 N David Street |
| Telephone | 307-235-7514 | 307-235-7514 |
| Email | bnelson@casperwv.gov | bnelson@casperwv.gov |
| Eligible Population | | |
| Estimated Participation | 200 (150 in am & 50 in pm) | 200 |
| Screening Hours | 6a – 11a & 6p – 7:30p | 6a – 11a |
| Total Screening Hours | 6.5 (5 & 1.5) | 5 |
| Participants per hour | 31 | 40 |
| Screening Staff | 7 | 8 |
| Minimum Participation | 200 - 100% of projected 15 business days prior | 200 - 100% of projected 15 business days prior |

RESOLUTION NO. 16-195

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HEALTH SOLUTIONS SERVICES, INC. D/B/A INTERACTIVE HEALTH

WHEREAS, the City of Casper desires to obtain biometric screening services for City of Casper Health Plan participants and their spouses from Health Solutions Services, Inc.; and,

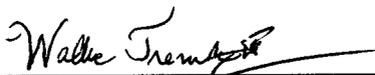
WHEREAS, Health Solutions Services, Inc. is willing and able to provide the desired biometric screening services to the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Health Solutions Services, Inc. to provide biometric screening services for the City of Casper.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

July 8, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director
Linda Carlson, Assistant Support Services Director 
Carla Mills-Laatsch, Customer Services Supervisor 

SUBJECT: Authorize the issuance of a taxi company license for Eagle Cab, located at 4462 Highway Street, Mills, Wyoming.

Recommendation:

That Council, by minute action, authorize the issuance of a taxicab company license to Garth Pabst and Tim Rodgers, d.b.a. Eagle Cab, located at 4462 Highway Street, Mills, Wyoming.

Summary:

An application to obtain a license to operate a taxicab company within the City of Casper has been received from Garth Pabst and Tim Rodgers, d.b.a. Eagle Cab.

The City of Casper Municipal Code 5.60.120 requires the licensing of taxicab companies who operate a business in the City. While the business location of Eagle Cab is in Mills, Wyoming the company is subject to City of Casper licensing for the business it conducts within the City.

The licensing process requires a background check to be conducted by the Chief of Police or his/her designee and provides that the City Council may refuse to issue the license for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy has been reviewed and approved by Risk Management. This company is located in the Town of Mills and has met their zoning requirements.

The background check for this individual by the Casper Police Department did not reflect any issues; and the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code.



City of Casper
POLICE DEPARTMENT

06/21/2016

Memorandum

To: Tracy Belser, Administrative Services Director

From: Chief Jim Wetzel 

Reference: Recommendation for Issuing Taxi Cab Drivers License.

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120 (A), I recommend the issuance of Taxicab Company License to be **approved** for the following individual(s)

Garth Pabst and Tim Rodgers- Eagle Cab

Summary:

The Casper Police Department received requests from applicants for Taxicab Driver's licenses to conduct necessary background checks as required by Casper Municipal Code 5.60- Vehicles for Hire. To the extent possible, for the State of Wyoming only, timely background checks were performed on the individuals applying for the licenses. The above individual(s) were determined to have met the license qualification requirements of Casper Municipal Code 5.60.120 (A).

July 6, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Rejection of Bids for the Conwell Park Improvements, Project No. 16-022.

Recommendation:

That Council, by minute action, reject all bids received for the Conwell Park Improvements, Project No. 16-022.

Summary:

On Wednesday, July 6, 2016, one (1) bid was received to furnish and install a new gazebo and new playground equipment at Conwell Park. The bid received for this work is as follows:

| <u>CONTRACTOR</u> | <u>BUSINESS LOCATION</u> | <u>BID AMOUNT</u> |
|---------------------------------|--------------------------|-------------------|
| Fuller Enterprises Construction | Casper, Wyoming | \$118,954.00 |

The estimate prepared by the City Engineering Division was \$90,000.

Staff has reviewed this bid and recommends rejection of the bid from Fuller Enterprises Construction, as it significantly exceeds the available funding. The available budget was from One Time General funds and Optional One Cent #15 Sales Tax funds allocated to the FY16 Playground and Fall Material Replacement.