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Summary of Boards Committees 315

REGULAR COUNCIL MEETING

Tuesday, April 15, 2014

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. Smoking is Not Permitted.
- IV. Use of Cellular Telephones is Not Permitted, and Such Telephones Shall Be Turned Off or Otherwise Silenced During the Council Meeting.
- V. The Hearing Impaired Are Encouraged to Contact the City Manager's Office No Later Than 12:00 Noon on the Monday Preceding the Council Meeting, if Assistance is Required.
- VI. Wheelchair Bound Members of the Public Are Encouraged to Contact the City Manager's Office No Later than 12:00 Noon on the Monday Preceding the Council Meeting, if Additional Handicapped Parking is Required.
- VII. Speaking to the City Council (These Guidelines Are Also Posted at the Podium in the Council Chambers)
 - Clearly State Your Name and Address.
 - Please Keep Your Remarks Pertinent to the Issue Being Considered by the City Council.
 - Please Limit the Time of Your Presentation to Five Minutes or Less.
 - Please Do Not Repeat the Same Statements that Were Made by a Previous Speaker.
 - Please Speak to the City Council as You Would Like to Be Spoken To.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE APRIL 1, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 11, 2014
4. CONSIDERATION OF BILLS AND CLAIMS

5. RECOGNIZE JENNIFER HENDERSON/ENGINEER CASPER FIRE-EMS DEPARTMENT RECEIVING THE WOMAN OF DISTINCTION AWARD.

6. PRESENTATION OF GOVERNMENT FINANCE OFFICERS ASSOCIATIONS' CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION.

7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish May 6, 2014 as the Public Hearing Date for Consideration of:

a. New **Restaurant Liquor License No. 24** to JHT Restaurant Inc., dba **Lime Leaf Asian Bistro**, Located at 845 East 2nd Street.

b. Transfer of Ownership of **Retail Liquor License No. 8** to Crossroads View, Inc., to d.b.a. **Elevations** (formerly Sidelines) Located at 1121 Wilkins Circle.

c. **Zone Change** of Various Lots within the **Natrona County High School Campus** from R-4 (High Density Residential) to ED (Educational District).

d. Plat of a Portion of the NW1/4SE1/4 & NE1/4SW1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create **JTL Industrial Park**, located at **1525 East E Street**.

e. Plat of a Portion of the NE1/4SE1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create **BME Investments Addition No. 1**, Located at the Southwest Intersection of **North Beverly Street and I-25**.

f. City of Casper's Use of **Program Year 2014/2015 Community Development Block Grant (CDBG) Funds**.

8. ORDINANCES

A. Second Reading:

1. Consent.

A. Consideration of an Annexation, of a Portion of the SW1/4SW1/4 Section 13, T33N, R80W, 6th P.M., Natrona County Wyoming, to Create **Ujvary Addition**, Located at **2549 Paradise Drive**, and Rezoning of same from Natrona County zoning classification UMR (Urban Mixed Residential) to City Zoning Classification R-2 (One Unit Residential).

9. RESOLUTIONS

- A. Authorizing a Contract for Professional Services with **International Coliseums Company** for Professional Management, Architectural, and Engineering Services in the Amount of \$237,000, for **Installation of a Refrigerated Ice Floor at the Casper Events Center.**
- B. Consent
1. Authorizing the Approval of **Weed and Litter Contracts** with **Cowdin Cleaning, AAA Landscaping, Boomtown Commercial Sweeping, LLC, and D.Q.'s Land Service Maintenance**, for Clean-up of Weeds, Grass Cuttings, and Trash Covered Properties.
 2. Authorizing an **Amendment to the Contract** for Professional Services between **GBS Benefits, Inc.** and the City of Casper to amend the Contractor's monthly compensation rate.
 3. Authorizing Agreement with **Altitude Recycling Systems** in the Amount of \$405,463, for the **Baler Building Conveyor Rebuild.**
 4. Authorizing Contract for Professional Services with **Stellar Programming**, in the Amount of \$39,270, for Software Interface Program with City Container and Route Data with **RouteSmart and City ArcGIS.**
 5. Authorizing Two (2) License Agreements with the **Wyoming Department of Transportation (WYDOT)** for a Sewer Line to Serve **Power Service, Inc.**, at 5635 Chapman Place.
 6. Authorizing Contract for Professional Services with **Bald Eagle Ropeway Group**, in the Amount of \$141,940, for the **Hogadon Yellow Chairlift Drive and Control System Project.**
 7. Authorizing Contract for Professional Services with **Tracker Software Corporation** in the Amount of \$49,625, for Purchase and Installation of **PubWorks Software** to Track and Measure City of Casper Infrastructure Activity.
 8. Authorizing a **Grant from Keep America Beautiful**, in the Amount of \$5,000, to be Used to Purchase Native and Fruit Trees For **Goodstein Park.**
 9. Authorizing a **Grant from Keep America Beautiful**, in the Amount of \$2,000, to be Used for Cigarette Litter Prevention at **Adventureland Playground.**

9. RESOLUTIONS (cont'd)

10. Authorizing Professional Service Agreement with **Burns and McDonnell** in the Amount of \$287,945, for Design and Construction Administration of the **Sam H. Hobbs Regional Wastewater Treatment Facility** PLC Replacements Project.
11. Authorizing **Funding Agreement** with the **Natrona County Conservation District** in the Amount of \$25,000.
12. Authorizing Agreement with **Casper Electric, Inc.**, in the Amount of \$290,000, for the **Poplar Street and Midwest Avenue/King Boulevard** Traffic Signal Project.
13. Authorizing Contract for Professional Services with **Nix Signs Company**, in the Amount of \$25,102, for the **Lansing Field Scoreboard Replacement Project**.
14. Authorizing an **Easement** with **Phillips 66 Pipeline LLC** for Installation of an 8" Pipeline across East 2nd Street.
15. Authorizing a One (1) Year Agreement with the **Natrona County Commissioners** for the Safe and Secure Incarceration of **Juvenile Prisoners** for the Casper Police Department, in the Amount of Seven Thousand, Five Hundred Dollars (\$7,500) Per Month, which is an Annual Rate of Ninety Thousand Dollars (\$90,000).
16. Authorizing a Contract with **Zunesis, Inc.**, of Centennial, Colorado, in the Amount Not to Exceed \$94,700.28, to Provide Professional Services for the Purchase and Installation of a Hewlett Packard (HP) **c7000 Blade Center**.
17. Accepting the **Recommendation of the Independent Hearing Officer and Setting Informal Hearing**.
18. Authorizing the Mayor to Sign the March 31, 2014, **State Small Business Credit Initiative Certification on Use-of-Allocated Funds**.

10. MINUTE ACTION

A. Consent

1. Authorizing the **Discharge of Uncollectible Accounts** Receivable Balances in the Amount of \$6,372.46.
2. Authorizing the **Issuance of a Taxicab Company License** to John Kohler, dba **Blue Cab, LLC**, Located at 1055 South Melrose #B.

10. MINUTE ACTION (cont'd)

3. **Rejecting Bid** Submitted for the 2013 **Stuckenhoff Restroom** Addition Project.
4. Authorizing Purchase from **Advanced Traffic Products**, in the Amount Not To Exceed \$122,000, of Twenty-Four (24) New Wavetronix SmartSensor **Digital Wave Radar Vehicle Detection Units** to be Used in the Traffic Section of the Streets Division.
5. Approving **Board/Commission Liaison Assignments**, as Outlined in Staff's Report Dated April 8, 2014.

11. COMMUNICATIONS

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

13. ADJOURNMENT

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
April 1, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, April 1, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer.

Mayor Meyer, and a young man from the audience, led the Pledge of Allegiance.

Moved by Councilman Bertoglio, seconded by Councilman Schlager, to, by minute action, approve the minutes of the March 18, 2014, regular Council meeting, as published in the Casper-Star Tribune on March 28, 2014. Passed.

Moved by Councilman Hopkins, seconded by Councilman Cathey, to, by minute action, approve payment of the April 1, 2014, bills and claims, as audited by City Manager Patterson. Passed.

Bills & Claims

AceNetting	Goods	\$7,084.00
AdamsonPoliceProducts	Goods	\$3,325.00
Adbay	Services	\$1,678.75
AMBI	Services	\$937.96
AmericanEagleCleaning	Services	\$6,000.00
AmericanLinen	Services	\$686.87
AmericanPolygraph	Services	\$170.00
Amerigas	Goods	\$1,471.05
Ameritech	Services	\$286.54
Arcadis	Services	\$12,266.71
ArrowheadHeating	Services	\$180.00
B Lockwood	Reimb	\$17.81
B Marshall	Reimb	\$93.00
B Zinniner	Refund	\$49.65
Balefill	Services	\$43,526.20
BankOfAmerica	Goods	\$160,700.38
BarDSigns	Goods	\$725.00
BestWestern	Services	\$1,194.46
BigHornRoofing	Services	\$87.77
Boyer&Seeley	Goods	\$105.41
C Beekman	Reimb	\$52.49
C Gordon	Refund	\$55.74
C Guthmiller	Refund	\$17.70
C Post	Refund	\$29.12
C&LService	Services	\$100.00
CasperElectric	Services	\$171,145.80
CasperEventsCenter	Services	\$15,241.71

CasperPolice	Services	\$315.57
CasperPubSafetyComm	Services	\$1,280.92
CasperPubUtilities	Services	\$113.76
CasperRecCenter	Services	\$150.00
CATC	Funds	\$122,857.00
CBTNuggets	Services	\$2,098.00
Centurylink	Services	\$1,257.03
Charter	Services	\$450.00
CityTowing	Services	\$160.00
CivilEngineeringProf	Projects	\$4,793.33
ClerkDistrictCourt	Services	\$392.00
CNICHealthSolutions	Services	\$71,893.44
CocaCola	Goods	\$5.00
CommTech	Goods	\$8,203.30
ComputerPros	Goods	\$208.80
Comtronix	Services	\$708.85
CrawfordLaw	Services	\$262.50
D Derfler	Refund	\$9.39
D Ruiz	Services	\$50.00
DaleBuckinghamArchitects	Projects	\$522.50
DavidsonFixedIncome	Services	\$6,731.03
DeltaDental	Services	\$1,449.60
DeluxeBusinessChecks	Goods	\$66.64
DoubleDWelding	Services	\$4,805.00
DPCIndustries	Goods	\$5,473.29
Elert&Assoc	Services	\$1,853.33
EnvironmentalCivilSolutions	Services	\$360.00
FehrPeers	Projects	\$30,989.51
FirstData	Services	\$6,934.14
FirstInterstatePettyCash	Goods	\$486.09
FoodSvcs	Goods	\$3,553.06
G Brechtel	Refund	\$40.80
GlackenAssoc	Services	\$235.00
GolderAsoc	Services	\$2,159.13
Granicus	Services	\$725.00
Greiner	Goods	\$4,201.01
GSGArchitecture	Services	\$4,991.84
HewlettPackard	Goods	\$3,252.01
Hitek	Services	\$228.65
Homax	Goods	\$87,055.70
HusseySeating	Goods	\$742,082.00
IrrigationTech	Services	\$7,875.00
J Lipes	Reimb	\$10.27
J Prochnow	Refund	\$9.34
J Tremel	Reimb	\$66.42
J Wilhelm	Reimb	\$73.49
J Yates	Reimb	\$308.00

JKCEngineering	Services	\$1,081.25
K Brown	Refund	\$61.11
K Gamroth	Refund	\$51.12
K Hutchings	Refund	\$11.56
K Schlager	Reimb	\$1,157.72
KVR	Services	\$6,175.70
LaborReady	Services	\$7,684.39
Lillard&Clark	Projects	\$365,400.00
LongBuildingTech	Services	\$3,747.58
Motorola	Goods	\$5,029.97
MPIWarehouse	Goods	\$134.40
MurdockLaw	Services	\$444.85
Napa	Goods	\$65.45
NCSheriffsOffice	Funds	\$232,534.07
NelsonEngineering	Services	\$1,204.00
NevesUniforms	Goods	\$1,161.55
Norco	Goods	\$27,555.58
OneCallofWy	Services	\$240.75
OverheadDoor	Goods	\$1,017.16
P Case	Refund	\$7.92
P Osburn	Refund	\$27.95
Paciolan	Services	\$5,212.95
PeaksToPlainsDesign	Services	\$1,603.65
Pepsi	Goods	\$9,521.30
PhippsConst	Projects	\$90,900.00
PowderRiverShredders	Services	\$21.00
Proforma	Goods	\$376.60
PTIGroup	Refund	\$4,526.17
QualityOffice	Goods	\$7,521.41
ResourceStaff	Services	\$1,064.35
RockyMtnPower	Services	\$92,811.92
S Thomas	Reimb	\$49.60
SaltusTech	Goods	\$93,901.00
SamParsonsUpholstery	Services	\$194.66
SkylineRanches	Services	\$444.62
Smarsh	Services	\$1,911.00
SourceGas	Services	\$49,777.70
StantecConsult	Projects	\$13,779.71
StarLine	Goods	\$463.30
StarTribune	Services	\$843.50
StateofWY	Services	\$45.00
StellarProgramming	Services	\$1,182.50
StrategicInsights	Services	\$2,925.00
Sysco	Goods	\$32,196.50
T Long	Reimb	\$75.00
T Mandarich	Services	\$3,790.50
Telvue	Services	\$9,890.00

TopOffice	Goods	\$45.94
UrgentCare	Services	\$1,840.00
Verizon	Services	\$4,792.26
VermeerSales	Goods	\$11,390.52
Viewpoint	Services	\$7,000.00
VisionServicePlan	Services	\$1,095.23
WearParts	Goods	\$67.50
WestlandPark	Services	\$2,494.39
WestPlainsEngineering	Services	\$907.50
WorthingtonLenhart&Carpenter	Services	\$9,328.00
WrightBrothers	Projects	\$118,768.82
WyMachinery	Goods	\$36,340.13
YouthCrisisCenter	Funding	\$5,090.40
		\$2,837,959.57

Jim Meador and Stacey Nelson, representatives for the Youth Crisis Center, thanked City staff and the City Council for their support during the construction of the new facility located at 1656 East 12th Street. Mr. Meador presented the Council with a payment.

Moved by Councilman Powell, seconded by Councilman Cathey, to, by minute action, establish May 6, 2014, as the public hearing date for the consideration of sale of City-owned property located at 319 West Midwest Avenue, described as Lot 1, OYD No. 2 Subdivision, an Addition to the City of Casper, Wyoming being portion of the SE¹/₄NW¹/₄ of Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming for Economic Development purposes pursuant to W.S. § 15-1-112(b)(i)(D); new retail liquor license No. 36 to Urban Market Wines LLC, d.b.a. Urban Market Wines, located at 319 West Midwest Avenue; and new restaurant liquor license No. 11 to Midwest Urban Development, LLC, d.b.a. Midwest Market, located at 319 West Midwest Avenue. Passed.

Mayor Meyer opened the public hearing for the consideration of issuance of a restaurant liquor license to III Botticelli Ristorante, Inc., d.b.a. Botticelli's, located at 129 West 2nd Street.

City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

There being no one to speak for or against the issues involving the restaurant liquor license, the public hearing was closed.

Moved by Councilman Bertoglio seconded by Councilman Sandoval, to, by minute action, authorize the issuance of a restaurant liquor license to III Botticelli Ristorante, Inc. Passed.

Mayor Meyer opened the public hearing for the consideration of the issuance of a resort liquor license to Casper Hospitality, LLC, d.b.a. Courtyard by Marriott, located at 4260 Hospitality Lane.

City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

Speaking in support was Doug Vogt, Regional Manager representing Casper Hospitality, 4260 Hospitality Lane.

Pat Sweeney, 123 West "E" Street, also addressed the Council.

There being no others to speak for or against the issues involving the resort liquor license, the public hearing was closed.

Moved by Councilman Hopkins seconded by Councilman Cathey, to, by minute action, authorize the issuance of a resort liquor license to Casper Hospitality, LLC. Passed.

Mayor Meyer opened the public hearing for the consideration of the annexation, plat, and rezoning of the Ujvary Addition.

City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

Speaking in support was: Ashley Ujvary, 2549 Paradise Drive; and Woody Giles, 290 Magnolia.

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

Following ordinance read:

ORDINANCE NO. 6-14
AN ORDINANCE APPROVING THE ANNEXATION,
PLAT, AND ZONING FOR THE UJVARY ADDITION;
AND ALSO APPROVING THE UJVARY ADDITION
SUBDIVISION AGREEMENT.

Councilman Bertoglio presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Hedquist. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-69
A RESOLUTION AUTHORIZING A CONTRACT WITH
ZUNESIS, INC. TO PROVIDE A CITRIX
XENDESKTOP PILOT.

RESOLUTION NO. 14-70
A RESOLUTION AUTHORIZING A CONTRACT
WITHISC, INC TO PROVIDE TWO EMC VNX
UNIFIED STORAGE ARRAYS.

RESOLUTION NO. 14-71

A RESOLUTION AUTHORIZING A CONTRACT WITH CASPER TIN SHOP FOR THE INSTALLATION OF A WALL MOUNTED AIR CONDITIONING UNIT.

RESOLUTION NO. 14-72

A RESOLUTION RESCINDING RESOLUTION NO. 12 - 72, AND ESTABLISHING FEES FOR THE USE OF THE CASPER FAMILY AQUATIC CENTER.

RESOLUTION NO. 14-73

A RESOLUTION RESCINDING RESOLUTION NO. 12 - 73, AND ESTABLISHING FEES FOR THE USE OF THE OUTDOOR SWIMMING POOLS.

RESOLUTION NO. 14-74

A RESOLUTION RESCINDING RESOLUTION NO. 13 - 70, AND ESTABLISHING FEES FOR THE USE OF THE CASPER RECREATION CENTER.

RESOLUTION NO. 14-75

A RESOLUTION RESCINDING RESOLUTION NO. 13 - 169, AND ESTABLISHING FEES FOR USE OF THE CASPER ICE ARENA.

RESOLUTION NO. 14-76

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIEN.

RESOLUTION NO. 14-77

A RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH BRESNAN COMMUNICATIONS, LLC TO MOVE A FIBER CONNECTION TO 4000 SOUTH COFFMAN AVENUE.

RESOLUTION NO. 14-78

A RESOLUTION AUTHORIZING AN AGREEMENT FOR WHOLESALE SEWER SERVICE BETWEEN THE CITY OF CASPER AND THE TOWN OF MILLS.

RESOLUTION NO. 14-79

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE POPLAR STREET AND MIDWEST AVENUE /KING BOULEVARD TRAFFIC SIGNAL PROJECT.

RESOLUTION NO. 14-80

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH ROCKY MOUNTAIN POWER TO INSTALL STREET LIGHTS ALONG JANE STREET BETWEEN EAST "E" STREET AND EAST "K" STREET.

RESOLUTION NO. 14-81

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT AND LICENSE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A SEWER SERVICE TO THE FRITO-LAY FACILITY AT 648 NORTH BEVERLY STREET.

RESOLUTION NO. 14-82

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ECS ENGINEERS FOR THE COUNTRY CLUB ROAD RECONSTRUCTION — WYOMING BOULEVARD TO ARDON LANE PROJECT.

RESOLUTION NO. 14-83

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TES, INC., FOR THE 2014 MISCELLANEOUS SANITARY SEWER LINING PROJECT.

RESOLUTION NO. 14-84

A RESOLUTION AUTHORIZING AN OUTSIDE -CITY WATER SERVICE CONTRACT WITH ALAN COLTAN FOWLES.

RESOLUTION NO. 14-85

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION AND SERVICE COMPANY, INC., FOR THE 2014 CASPER PUBLIC UTILITIES ASPHALT REPAIR PROJECT.

RESOLUTION NO. 14-86

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING FOR THE 2014 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

RESOLUTION NO. 14-87
A RESOLUTION AUTHORIZING A PROCUREMENT
AGREEMENT WITH WATERWORKS INDUSTRIES,
INC., FOR THE 2014 CASPER PUBLIC UTILITIES
MATERIALS PROCUREMENT.

RESOLUTION NO. 14-88
A RESOLUTION ADOPTING THE CITY OF CASPER
2014 PARK AND OPEN SPACE IMPROVEMENT
PLAN.

Councilman Hopkins presented the foregoing twenty (20) resolutions for adoption. Seconded by Councilman Bertoglio. A vote resulted in all ayes, except Councilmen Goodenough and Schlager voted nay on Resolutions No. 14-72 through 14-75. Councilman Goodenough also voted nay to Resolution No. 14-88. Councilman Hedquist abstained from voting on Resolution No. 14-82. Passed.

Moved by Councilman Powell, seconded by Councilman Schlager, to, by consent minute action, authorize the purchase of a 2014 Ford Expedition from Greiner Motor Company-Casper to be used in the Casper Police Department, in the Amount of \$33,203 before trade-in; approve a change in the dispensing room of the Old Chicago Microbrewery, located at 3580 East 2nd Street; approve a change in the dispensing room of the Casper Elks Lodge, located at 108 East 7th Street; authorize purchase of 37 new Plug-N-Go Modular Cabinet Assemblies from Econolite Control Products, Inc., in the Amount of \$320,055. Passed.

Pat Sweeney, 123 West "E" Street, addressed the Council.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 8, 2014, and a regular Council meeting to be held at 6:00 p.m., Tuesday, April 15, 2014, in the Council Chambers.

At 6:55 p.m., it was moved by Councilman Hopkins, seconded by Councilman Cathey, to adjourn into executive session to discuss contract negotiations. All voted aye, except Councilman Goodenough. Passed.

At 7:30 p.m., it was moved by Councilman Bertoglio, seconded by Councilman Hopkins, to adjourn the meeting. Passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

71 CONSTRUCTION

47845C EZ STREET BULK

\$911.40
\$911.40 Subtotal for Dept. Streets
\$911.40 Subtotal for Vendor

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

14-03-221 POSTAGE

\$46.52
\$46.52 Subtotal for Dept. Casper Events Center

14-03-456 POSTAGE

\$7.98
\$7.98 Subtotal for Dept. City Attorney

14-03-458 POSTAGE

\$0.57
\$0.57 Subtotal for Dept. City Manager

14-03-466 POSTAGE

\$1.82
\$1.82 Subtotal for Dept. Council

14-02-424 POSTAGE

\$5.76

14-03-224 POSTAGE

\$1.71

\$7.47 Subtotal for Dept. Fort Caspar

14-03-470 POSTAGE

\$195.95

\$195.95 Subtotal for Dept. Police

14-03-228 POSTAGE

\$16.64

14-03-228 POSTAGE

\$49.92

\$66.56 Subtotal for Dept. Recreation

14-03-231 POSTAGE

\$11.30

14-03-475 POSTAGE

\$1.71

\$13.01 Subtotal for Dept. Streets

14-03-232 POSTAGE

\$26.38

\$26.38 Subtotal for Dept. Waste Water

\$366.26 Subtotal for Vendor

ADAM HIATT

RIN0023542 MILEAGE

\$29.68

\$29.68 Subtotal for Dept. Information Services

\$29.68 Subtotal for Vendor

ADECCO USA, INC.

67066541 LABOR

\$52.00

67039883 KITCHEN AIDE

\$581.75

67048697 KITCHEN AIDE

\$396.50

\$1,030.25 Subtotal for Dept. Casper Events Center

\$1,030.25 Subtotal for Vendor

ALLIANCE ELECTRIC LLC.

3397 LABOR AND MATERIALS

\$889.81

\$889.81 Subtotal for Dept. Aquatics

\$889.81 Subtotal for Vendor

AMERICAN LINEN, INC.

LCAS849810 OPERATING SUPPLIES-CATERING

\$109.05

LCAS848068 OPERATING SUPPLIES-CATERING

\$107.55

LCAS851575 OPERATING SUPPLIES-CATERING

\$85.30

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

\$301.90 Subtotal for Dept. Casper Events Center
\$301.90 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

80-107991 O & E 957 S.WALNUT/658 W.10TH
80-107959 O&E 1011 BONNIE BRAE, GS HOUSE

\$85.00
\$85.00
\$170.00 Subtotal for Dept. Planning
\$170.00 Subtotal for Vendor

AMERIGAS - CASPER

3027593978 PROPANE

52383642 PROPANE

\$2,057.18
\$2,057.18 Subtotal for Dept. Balefill
\$64.41
\$64.41 Subtotal for Dept. Casper Events Center
\$2,121.59 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

5110 RETAINAGE

5110 2013-14 LUMINAIRE SERVICES
5106 2013-14 LUMINAIRE SERVICES

(\$242.47)
(\$242.47) Subtotal for Dept. General Fund
\$3,695.76
\$560.00
\$4,255.76 Subtotal for Dept. Traffic
\$4,013.29 Subtotal for Vendor

ATLAS OFFICE PRODUCTS

227846 WORK STATION INSTALLATION

227846 WORK STATION INSTALLATION

\$200.00
\$200.00 Subtotal for Dept. Parks
\$200.00
\$200.00 Subtotal for Dept. Weed And Pest
\$400.00 Subtotal for Vendor

BALEFILL

1339/111541 SANITATION

1967/111219 SANITATION

247/111173 SANITATION
247/111243 SANITATION
247/111516 SANITATION
247/111614 SANITATION
247/111410 SANITATION
247/111279 SANITATION

2772/111267 SANITATION
2772/111468 SANITATION
2772/111399 SANITATION
2772/111164 SANITATION
2772/111194 SANITATION
2772/111607 SANITATION
2772/111231 SANITATION
2772/111508 SANITATION

\$15.00
\$15.00 Subtotal for Dept. Casper Events Center
\$243.75
\$243.75 Subtotal for Dept. Code Enforcement
\$41.85
\$15.00
\$46.50
\$162.90
\$44.55
\$46.95
\$357.75 Subtotal for Dept. Parks
\$5,104.95
\$6,238.95
\$5,310.15
\$5,035.20
\$5,469.00
\$5,470.20
\$5,172.75
\$6,375.15

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

2772/111361 SANITATION
2772/111487 SANITATION
2772/111547 SANITATION

\$5,142.60
\$27,780.00
\$5,955.90

\$83,054.85 Subtotal for Dept. Refuse Collection

1276/111165 SANITATION
1276/111232 SANITATION
1276/111362 SANITATION
1276/111469 SANITATION
1276/111549 SANITATION

\$2,366.25
\$211.50
\$147.60
\$174.60
\$96.75

\$2,996.70 Subtotal for Dept. Waste Water

\$86,668.05 Subtotal for Vendor

CARBONHOUSE

04012014 2014 MAINTENANCE AGREEMENT

\$6,300.00

\$6,300.00 Subtotal for Dept. Casper Events Center

\$6,300.00 Subtotal for Vendor

CARL KRUGLER

RIN0023572 TRAVEL EXPENSES

\$188.00

\$188.00 Subtotal for Dept. Police Grants

\$188.00 Subtotal for Vendor

CASPER AMATEUR HOCKEY

17909 2013-2014 HOCKEY SEASON EVENTS

\$2,476.00

\$2,476.00 Subtotal for Dept. Council

\$2,476.00 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

18557 CONTRACTUAL SERVICES

\$10,500.00

\$10,500.00 Subtotal for Dept. Social Community Services

\$10,500.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0023516 FEB 14 CITY BUS EXPENSES

\$20,023.00

\$20,023.00 Subtotal for Dept. C.A.T.C.

\$20,023.00 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0023549 SANITATION

\$96.50

RIN0023549 SEWER

\$17.26

\$113.76 Subtotal for Dept. Water Treatment Plant

\$113.76 Subtotal for Vendor

CASPER SOCCER CLUB

RIN0023567 ROCKY MOUNTAIN INDOOR CUP

\$614.30

\$614.30 Subtotal for Dept. Council

\$614.30 Subtotal for Vendor

CASPER STAR TRIBUNE - REGULAR ADS ONLY

5314-031814 ADS

\$1,618.26

\$1,618.26 Subtotal for Dept. Hogadon

408401 ADS

\$1,170.00

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

\$1,170.00 Subtotal for Dept. Sewer
\$2,788.26 Subtotal for Vendor

CDW GOVERNMENT, INC.

JB04234 LABELS FOR TAPE LIBRARY

\$36.00
\$36.00 Subtotal for Dept. Communications Center
\$36.00 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

111536 MARCH14 WHOLESALE WATER

\$232,826.70

111525 MARCH14 SYSTEM INVESTMENT FEES

\$22,806.00

\$255,632.70 Subtotal for Dept. Water
\$255,632.70 Subtotal for Vendor

CENTURYLINK

RIN0023519 PHONE USE

\$73.74

RIN0023522 PHONE USE

\$36.99

RIN0023520 PHONE USE

\$110.25

RIN0023521 PHONE USE

\$73.50

\$294.48 Subtotal for Dept. Balefill

RIN0023537 PHONE USE

\$36.99

RIN0023537 PHONE USE

\$332.91

RIN0023500 PHONE USE

\$38.19

RIN0023558 PHONE USE

\$126.26

\$534.35 Subtotal for Dept. Casper Events Center

RIN0023558 PHONE USE

\$33.06

\$33.06 Subtotal for Dept. City Hall

RIN0023556 PHONE USE

\$65.14

\$65.14 Subtotal for Dept. Code Enforcement

RIN0023558 PHONE USE

\$61.08

RIN0023524 PHONE USE

\$502.01

RIN0023558 PHONE USE

\$36.99

RIN0023558 PHONE USE

\$61.08

RIN0023524 PHONE USE

\$8,657.71

RIN0023558 PHONE USE

\$65.14

RIN0023558 PHONE USE

\$61.08

RIN0023558 PHONE USE

\$64.82

RIN0023558 PHONE USE

\$83.46

RIN0023556 PHONE USE

\$355.50

RIN0023539 PHONE USE

\$36.99

RIN0023558 PHONE USE

\$83.46

RIN0023558 PHONE USE

\$23.26

\$10,092.58 Subtotal for Dept. Communications Center

AP00013204041416 VOIP

\$2,173.90

AP00014304041416 VOIP

\$764.00

AP00005704041416 PHONE USE

\$9,412.04

\$12,349.94 Subtotal for Dept. Finance

RIN0023537 PHONE USE

\$36.99

RIN0023537 PHONE USE

\$36.99

RIN0023537 PHONE USE

\$73.98

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

RIN0023537 PHONE USE	\$36.99		
RIN0023556 PHONE USE	\$65.14		
RIN0023556 PHONE USE	\$65.14		
RIN0023558 PHONE USE	\$74.30		
RIN0023558 PHONE USE	\$65.14		
RIN0023558 PHONE USE	\$65.14		
RIN0023537 PHONE USE	\$36.99		
	\$556.80	Subtotal for Dept.	Fire
RIN0023537 PHONE USE	\$36.99		
RIN0023558 PHONE USE	\$63.10		
	\$100.09	Subtotal for Dept.	Garage
RIN0023556 PHONE USE	\$42.80		
	\$42.80	Subtotal for Dept.	Golf Course
RIN0023537 PHONE USE	\$36.99		
	\$36.99	Subtotal for Dept.	Human Resources
RIN0023537 PHONE USE	\$79.07		
RIN0023558 PHONE USE	\$65.14		
	\$144.21	Subtotal for Dept.	Parking
RIN0023556 PHONE USE	\$41.79		
RIN0023558 PHONE USE	\$122.14		
	\$163.93	Subtotal for Dept.	Parks
RIN0023558 PHONE USE	\$63.10		
RIN0023558 PHONE USE	\$65.14		
RIN0023537 PHONE USE	\$36.99		
RIN0023558 PHONE USE	\$22.81		
RIN0023558 PHONE USE	\$37.74		
	\$225.78	Subtotal for Dept.	Police
RIN0023537 PHONE USE	\$36.99		
	\$36.99	Subtotal for Dept.	Recreation
RIN0023500 PHONE USE	\$37.44		
	\$37.44	Subtotal for Dept.	Streets
RIN0023558 PHONE USE	\$42.83		
RIN0023558 PHONE USE	\$65.14		
RIN0023558 PHONE USE	\$37.74		
RIN0023558 PHONE USE	\$42.83		
RIN0023558 PHONE USE	\$33.40		
RIN0023558 PHONE USE	\$42.83		
RIN0023558 PHONE USE	\$42.83		
RIN0023537 PHONE USE	\$116.23		
RIN0023558 PHONE USE	\$49.83		
RIN0023558 PHONE USE	\$42.83		
RIN0023558 PHONE USE	\$42.83		
RIN0023524 PHONE USE	\$36.75		
	\$596.07	Subtotal for Dept.	Traffic
RIN0023537 PHONE USE	\$36.75		
RIN0023500 PHONE USE	\$37.19		
RIN0023558 PHONE USE	\$1,638.47		
	\$1,712.41	Subtotal for Dept.	Waste Water

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

RIN0023537 PHONE USE	\$87.33	
RIN0023556 PHONE USE	\$195.12	
RIN0023537 PHONE USE	\$36.99	
	\$319.44	Subtotal for Dept. Water
RIN0023538 PHONE USE	\$41.73	
	\$41.73	Subtotal for Dept. Water Treatment Plant
	\$27,384.23	Subtotal for Vendor

CHAND, JESSICA/AVINESH

0021844107 DEPOSIT/CREDIT REFUND	\$12.20	
	\$12.20	Subtotal for Dept. Water
	\$12.20	Subtotal for Vendor

CITY OF CASPER

110424 RRT2 OVERTIME JAN-FEB 2014	\$8,898.13	
	\$8,898.13	Subtotal for Dept. Special Assistance
	\$8,898.13	Subtotal for Vendor

CITY TOWING

14-094 TOWING	\$85.00	
	\$85.00	Subtotal for Dept. Police
	\$85.00	Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

69196 ENGINE 5 MOUNTING BRACKETS	\$344.98	
	\$344.98	Subtotal for Dept. Fire
69489 REPAIRS	\$419.73	
68594 REPAIRS	\$98.00	
68595 REPAIRS	\$49.00	
68559 REPAIRS	\$49.00	
68581 REPAIRS	\$196.00	
68589 REPAIRS	\$98.00	
68599 REPAIRS	\$49.00	
68588 REPAIRS	\$147.00	
	\$1,105.73	Subtotal for Dept. Police
68313 VEHICLE PARTS	\$633.00	
	\$633.00	Subtotal for Dept. Police Dept
	\$2,083.71	Subtotal for Vendor

COMPUTER PROS. UNLIMITED

INV099209 PARALLEL PCI CARD	\$44.95	
	\$44.95	Subtotal for Dept. Casper Events Center
INV099239 NETWORK EQUIPMENT	\$119.95	
	\$119.95	Subtotal for Dept. Fire
INV099069 LINKSYS AE3000 WI-FI USB ADAPT	\$49.99	
	\$49.99	Subtotal for Dept. Golf Course
INV099068 APC BACK-UPS EX 350VA DESKTOP	\$59.95	
	\$59.95	Subtotal for Dept. Hogadon
INV099157 WIRELESS WIFI - TIME FORCE	\$32.99	
	\$32.99	Subtotal for Dept. Parks

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

\$307.83 Subtotal for Vendor

COMTRONIX, INC.

AP00004904041410	ALARM MONITORING	\$55.00	
		\$55.00	Subtotal for Dept. Aquatics
AP00004904041410	ALARM MONITORING	\$26.00	
41915	PHONE CORDS/CABLE	\$821.36	
42063	ALARM MONITORING	\$159.66	
AP00004904041410	ALARM MONITORING	\$26.00	
AP00004904041410	ALARM MONITORING	\$52.00	
AP00004904041410	ALARM MONITORING	\$40.95	
		\$1,125.97	Subtotal for Dept. Balefill
AP00004904041410	ALARM MONITORING	\$26.00	
AP00004904041410	ALARM MONITORING	\$26.00	
		\$52.00	Subtotal for Dept. Casper Events Center
AP00004904041410	ALARM MONITORING	\$26.00	
AP00004904041410	ALARM MONITORING	\$26.00	
AP00004904041410	ALARM MONITORING	\$26.00	
		\$78.00	Subtotal for Dept. City Hall
AP00004904041410	ALARM MONITORING	\$26.00	
		\$26.00	Subtotal for Dept. City Manager
AP00004904041410	ALARM MONITORING	\$26.00	
		\$26.00	Subtotal for Dept. Finance
AP00004904041410	ALARM MONITORING	\$91.95	
		\$91.95	Subtotal for Dept. Fort Caspar
AP00004904041410	ALARM MONITORING	\$26.00	
		\$26.00	Subtotal for Dept. Garage
AP00004904041410	ALARM MONITORING	\$36.00	
		\$36.00	Subtotal for Dept. Ice Arena
AP00004904041410	ALARM MONITORING	\$36.00	
		\$36.00	Subtotal for Dept. Metro Animal
42084	DTA CABLING WITHIN DEPARTMENT	\$250.00	
		\$250.00	Subtotal for Dept. Planning
AP00004904041410	ALARM MONITORING	\$39.95	
42129	ALARM REPAIR	\$140.90	
		\$180.85	Subtotal for Dept. Police
AP00004904041410	ALARM MONITORING	\$36.00	
		\$36.00	Subtotal for Dept. Recreation
		\$2,019.77	Subtotal for Vendor

CRACKEL, BRITTANY

0021844097 DEPOSIT/CREDIT REFUND

\$54.76
\$54.76 Subtotal for Dept. Water
\$54.76 Subtotal for Vendor

CRAIG KIDDER

RIN0023553 TRAVEL EXPENSES

\$118.00
\$118.00 Subtotal for Dept. Fire
\$118.00 Subtotal for Vendor

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

CRAIG, BRIAN

0021844101 DEPOSIT/CREDIT REFUND

\$48.90
\$48.90 Subtotal for Dept. Water
\$48.90 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-025 CRIME STOPPERS PHONE LINE

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

DAVY, AMBER

0021885272 DEPOSIT/CREDIT REFUND

\$8.50
\$8.50 Subtotal for Dept. Water
\$8.50 Subtotal for Vendor

DELL MARKETING LP

XJCNK1F16 OFFICE PRO PLUS

\$338.35
\$338.35 Subtotal for Dept. Cemetery

XJCNK1DC4 TECHNOLOGY

\$676.70
\$676.70 Subtotal for Dept. Council

XJCNK1D89 MICROSOFT OFFICE/SCANNER

\$338.35
\$338.35 Subtotal for Dept. Planning

SJCNK1DW9 OFFICE PRO SOFTWARE

XJCPJ94R4 SOFTWARE LIC NELSON

\$676.70
\$748.24
\$1,424.94 Subtotal for Dept. Police

XJCNK1F32 VLA OFFICE PRO PLUS SOFTWARE

\$338.35
\$338.35 Subtotal for Dept. Water
\$3,116.69 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0023557 EMPLOYEE DENTAL PROGRAM

\$41,097.07
\$41,097.07 Subtotal for Dept. Health Insurance
\$41,097.07 Subtotal for Vendor

DESERT MTN. CORP.

13-32350 ICE SLICER	\$3,726.78
13-32342 ICE SLICER	\$4,631.50
13-32353 ICE SLICER	\$4,894.47
13-32341 ICE SLICER	\$4,568.13
13-33700 ICE SLICER	\$4,124.44
13-33701 ICE SLICER	\$4,590.23
13-33546 ICE SLICER	\$4,599.08
13-32351 ICE SLICER	\$4,109.24
13-32346 ICE SLICER	\$4,613.82
13-32336 ICE SLICER	\$3,487.64
13-32344 ICE SLICER	\$5,754.74
13-32352 ICE SLICER	\$4,101.82
13-32348 ICE SLICER	\$5,762.12
13-33699 ICE SLICER	\$4,596.13
13-33698 ICE SLICER	\$4,877.67
13-32343 ICE SLICER	\$4,830.51

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

13-32757 ICE SLICER	\$5,711.73
13-33639 ICE SLICER	\$4,774.48
13-32349 ICE SLICER	\$3,630.43
13-32335 ICE SLICER	\$5,300.73
13-33462 ICE SLICER	\$5,753.24
13-33551 ICE SLICER	\$4,803.98
13-32345 ICE SLICER	\$4,587.28
13-32871 ICE SLICER	\$3,359.38

\$111,189.57 Subtotal for Dept. Streets
\$111,189.57 Subtotal for Vendor

DIANA RUIZ

01-141000-5215 INTERPRETER

\$25.00

\$25.00 Subtotal for Dept. Municipal Court
\$25.00 Subtotal for Vendor

DOUGLAS DEAN KLINK/KVR

164 OLD ENGINE RESTORATION

\$3,457.50

\$3,457.50 Subtotal for Dept. Fire
\$3,457.50 Subtotal for Vendor

ELIZABETH BECHER

RIN0023552 REIMBURSE ROTARY DUES

\$197.00

\$197.00 Subtotal for Dept. Planning
\$197.00 Subtotal for Vendor

ENERGY EQUIPMENT & SUPPLY

72062 IR ULTRACOOOLANT

\$480.00

\$480.00 Subtotal for Dept. Waste Water
\$480.00 Subtotal for Vendor

ERIC WALTERS

RIN0023543 REIMBURSE BOOKS AND TUITION

\$980.33

\$980.33 Subtotal for Dept. Police
\$980.33 Subtotal for Vendor

FARM PLAN

F83145/24 OSHA COMPLIANCE ITEMS

\$140.71

\$140.71 Subtotal for Dept. Balefill
\$140.71 Subtotal for Vendor

FIRST AMERICAN TITLE INSURANCE CO.

1786-451917364 FT CASPER PED UP

\$125.00

1786-451917379 FT CASPER PED UP

\$125.00

1786-451917369 FT CASPER PED UP

\$125.00

1786-451917382 FT CASPER PED UP

\$125.00

\$500.00 Subtotal for Dept. Fort Caspar
\$500.00 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI940126 MERCHANT SERVICES

\$1,351.43

REMI940119 MERCHANT SERVICES

\$1,273.49

\$2,624.92 Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

REMI940120 MERCHANT SERVICES

\$23.90

\$23.90 Subtotal for Dept. Fort Caspar

\$2,648.82 Subtotal for Vendor

FIRST INTERSTATE BANK - CREDIT CARD DIVISION

RIN0023541 TRAVEL AND TRAINING

\$2,055.00

\$2,055.00 Subtotal for Dept. City Attorney

RIN0023544 ROOM CHARGES OUT TOWN TRIAL

\$78.86

\$78.86 Subtotal for Dept. Police

\$2,133.86 Subtotal for Vendor

FLEUR TREMEL

RIN0023532 MILEAGE

\$8.96

\$8.96 Subtotal for Dept. City Manager

\$8.96 Subtotal for Vendor

FOOD SVCS OF AMERICA

4643959 CONCESSION SUPPLIES

\$504.20

\$504.20 Subtotal for Dept. Casper Events Center

\$504.20 Subtotal for Vendor

GAMETIME

830272 PLAYGROUND 4 NANCY ENGLISH

\$24,946.71

\$24,946.71 Subtotal for Dept. Parks

\$24,946.71 Subtotal for Vendor

GARY MARSH, INC.

349 MARCH 2014 GREEN & CART FEES

\$571.28

\$571.28 Subtotal for Dept. Golf Course

\$571.28 Subtotal for Vendor

GBS BENEFITS, INC.

290699 CONSULTING

\$1,000.00

\$1,000.00 Subtotal for Dept. Health Insurance

\$1,000.00 Subtotal for Vendor

GOLDER ASSOCIATES

379316 LANDFILL GAS COLLECTION & CONT

\$14,125.13

\$14,125.13 Subtotal for Dept. Balefill

\$14,125.13 Subtotal for Vendor

GRAY, ANDREA/ GARY

0021885270 DEPOSIT/CREDIT REFUND

\$65.95

\$65.95 Subtotal for Dept. Water

\$65.95 Subtotal for Vendor

GREEN'S SEWER & DRAIN SVC.

15225 SINK LIME

\$98.00

\$98.00 Subtotal for Dept. Recreation

\$98.00 Subtotal for Vendor

HEWLETT PACKARD

54078154 HP Z230 TOWER WORKSTATION COMP

\$858.54

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

	\$858.54	Subtotal for Dept.	Casper Events Center
54069813 TECHNOLOGY	\$1,954.00		
	\$1,954.00	Subtotal for Dept.	Council
53490644 HP PRO LAPTOP FOR MAINT SHOP	\$912.01		
53713842 WIDE FORMAT PRINTERS, KEYBOARD	\$509.50		
53723241 HP PROMO ELITE DISPLAY MONITOR	\$205.00		
	\$1,626.51	Subtotal for Dept.	Hogadon
54058339 TIMEFORCE LAPTOP	\$899.61		
	\$899.61	Subtotal for Dept.	Refuse Collection
54007055 COMPUTER	\$866.14		
	\$866.14	Subtotal for Dept.	Water
	\$6,204.80	Subtotal for Vendor	
HITEK COMMUNICATIONS			
537 DATA CABLING	\$3,260.00		
667 INSTALL TIME CLOCK	\$330.00		
	\$3,590.00	Subtotal for Dept.	Police
	\$3,590.00	Subtotal for Vendor	
HOMAX OIL SALES, INC.			
0232588-IN FUEL	\$31,390.11		
	\$31,390.11	Subtotal for Dept.	Balefill
0233078-IN TRUCK MAINTENANCE SUPPLIES	\$355.50		
	\$355.50	Subtotal for Dept.	Refuse Collection
CL52900 FUEL	\$1,499.28		
CL53631 FUEL	\$1,308.15		
CL53630 FUEL	\$6,757.03		
	\$9,564.46	Subtotal for Dept.	Water
	\$41,310.07	Subtotal for Vendor	
HUSSEY SEATING CO.			
2 CASPER EVENTS CENTER ARENA SEA	\$370,053.00		
	\$370,053.00	Subtotal for Dept.	Casper Events Center
	\$370,053.00	Subtotal for Vendor	
INFORMATION SYSTEMS CONSULTING, INC.			
SIN005533 SWITCH 911 LINES TO NEW CENTER	\$72,281.15		
SIN005533 FUNDS FOR INSTALLATION OF A NE	\$34,630.98		
SIN005478 CABLE TIES	\$50.00		
	\$106,962.13	Subtotal for Dept.	Communications Center
SIN005393 INTERNET ANTENNA, CTRLR BASED	\$813.68		
	\$813.68	Subtotal for Dept.	Golf Course
	\$107,775.81	Subtotal for Vendor	
INTERSPEC			
15148 IRRIGATION COMPROLLER SYSTEM	\$75,620.00		
	\$75,620.00	Subtotal for Dept.	Parks
	\$75,620.00	Subtotal for Vendor	
ISG THERMAL SYSTEMS USA INC.			
41204 THERMAL IMAGING CAMERA'S	\$53,200.00		

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

\$53,200.00 Subtotal for Dept. Fire Dept

\$53,200.00 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES
11929 REPAIRS TO N. CHEM HOIST

\$232.00

\$232.00 Subtotal for Dept. Water Treatment Plant

\$232.00 Subtotal for Vendor

JAMES KNOTT
RIN0023490 BOOT REIMBURSEMENT

\$12.95

\$12.95 Subtotal for Dept. Parks

\$12.95 Subtotal for Vendor

JOHN TRONGARD
99281 13-062790

\$120.00

\$120.00 Subtotal for Dept. Police

\$120.00 Subtotal for Vendor

JONES TRAILER CO
14028 SLIDE IN BOXES FOR 6 TRUCKS

\$34,360.68

\$34,360.68 Subtotal for Dept. Metro Animal

\$34,360.68 Subtotal for Vendor

KAEHN, ANTHONY
0021844102 DEPOSIT/CREDIT REFUND

\$35.86

\$35.86 Subtotal for Dept. Water

\$35.86 Subtotal for Vendor

KILTS, MARIE
0021844095 DEPOSIT/CREDIT REFUND

\$48.71

\$48.71 Subtotal for Dept. Water

\$48.71 Subtotal for Vendor

KTED
IN-114031913 ADS

\$240.00

\$240.00 Subtotal for Dept. Waste Water

\$240.00 Subtotal for Vendor

KZQL
IN-114031914 ADS

\$132.50

\$132.50 Subtotal for Dept. Sewer

IN-114031914 ADS

\$107.50

\$107.50 Subtotal for Dept. Waste Water

\$240.00 Subtotal for Vendor

LABOR READY CENTRAL, INC.
18155577 MAINTENANCE PERSONNEL
18188138 LABOR
18170093 LABOR
18170092 MAINTENANCE PERSONNEL
18191650 LABOR
18155578 LABOR
18121282 LABOR

\$1,012.03

\$1,806.96

\$1,551.57

\$817.28

\$191.56

\$1,162.08

\$1,219.56

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

18137188 LABOR
18145785 LABOR
18113800 LABOR

\$2,410.36
\$1,219.55
\$2,729.63
\$14,120.58 Subtotal for Dept. Casper Events Center
\$14,120.58 Subtotal for Vendor

LEADERSHIP WY.

RIN0023525 SPONSORSHIP

\$300.00
\$300.00 Subtotal for Dept. City Manager
\$300.00 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

SCPAY0028852 HVAC CONTRACT - MARCH 2014

\$3,747.58
\$3,747.58 Subtotal for Dept. Casper Events Center
\$3,747.58 Subtotal for Vendor

LYDAY, GLEN

0021844103 DEPOSIT/CREDIT REFUND

\$48.41
\$48.41 Subtotal for Dept. Water
\$48.41 Subtotal for Vendor

MANPOWER, INC.

26828250 LABOR
26796464 EVENT ATTENDANT
26886819 FOOD SERVERS

\$1,272.80
\$612.32
\$540.08
\$2,425.20 Subtotal for Dept. Casper Events Center
\$2,425.20 Subtotal for Vendor

MASTERCARD

RIN0023536 DEVELOPER'S FORUM

\$35.48
\$35.48 Subtotal for Dept. Planning

RIN0023555 MEETING EXPENSE
RIN0023554 TRAVEL EXPENSES
RIN0023555 TRAVEL EXPENSE
RIN0023554 MEETING EXPENSES

\$96.81
\$95.22
\$139.00
\$136.88
\$467.91 Subtotal for Dept. City Manager

RIN0023555 MEETING EXPENSE
RIN0023554 MEETING EXPENSES

\$18.95
\$172.42
\$191.37 Subtotal for Dept. Council

RIN0023571 TRAVEL EXPENSE

\$1,139.00
\$1,139.00 Subtotal for Dept. Council
\$1,833.76 Subtotal for Vendor

MCMURRY READY MIX

216157 HOT MIX
216056 ULTRA FIBER
216014 FLOWABLE FILL
109323 GRADING W DOLOMITE BASE
216057 ULTRA FIBER

\$786.50
\$121.00
\$340.00
\$654.71
\$121.00
\$2,023.21 Subtotal for Dept. Streets
\$2,023.21 Subtotal for Vendor

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

MICROSOFT CORPORATION

C100062AU6 13 MONTHS OF OFFICE 365 HOSTED
E080005VY8 13 MONTHS OF OFFICE 365 HOSTED

\$1,941.15
\$1,935.50
\$3,876.65 Subtotal for Dept. City Manager
\$3,876.65 Subtotal for Vendor

MILLS POLICE DEPT.

RIN0023506 SHARE OF SEIZURES X 2

\$702.00
\$702.00 Subtotal for Dept. Police Grants
\$702.00 Subtotal for Vendor

MITCHELL, GERALD

0021844098 DEPOSIT/CREDIT REFUND

\$56.23
\$56.23 Subtotal for Dept. Water
\$56.23 Subtotal for Vendor

MOTOROLA SOLUTIONS

41192602 CONSOLES AT THE NEW DISPATCH

\$98,975.93
\$98,975.93 Subtotal for Dept. Communications Center
\$98,975.93 Subtotal for Vendor

NANCY YUST

RIN0023570 UTILITY REFUND

\$21.62
\$21.62 Subtotal for Dept. Water
\$21.62 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

4635 TECHNICAL ASSISTANCE

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

NATRONA COUNTY CLERK

969184 RECORDING

\$36.00
\$36.00 Subtotal for Dept. Planning

969184 RECORDING

\$276.00
\$276.00 Subtotal for Dept. Water
\$312.00 Subtotal for Vendor

NERD TECHNOLOGY COMPANY

3718 THREAD SUPPORT INSTALL

\$825.75
\$825.75 Subtotal for Dept. Communications Center
\$825.75 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE29356 UNIFORMS	\$63.95
NE29330 UNIFORMS	\$109.90
NE29191 UNIFORMS	\$61.95
NE29447 UNIFORMS	\$27.95
NE29187 UNIFORMS	\$119.90
NE29269 UNIFORMS	\$41.95
NE29270 UNIFORMS	\$19.90
NE29355 UNIFORMS	\$63.95

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

\$509.45 Subtotal for Dept. Police
\$509.45 Subtotal for Vendor

NICOLAYSEN ART MUSEUM

1095 NIC BUILDING IMPROVEMENTS
 1094 NIC BUILDING IMPROVEMENTS

\$1,340.00
 \$539.74
\$1,879.74 Subtotal for Dept. Capital Projects
\$1,879.74 Subtotal for Vendor

NORTH LINE GIS, LLC

841 CONSULTING FOR GEOSMART SITE

\$2,720.00
\$2,720.00 Subtotal for Dept. Information Services
\$2,720.00 Subtotal for Vendor

PACIFICORP

JU379135 POST INSPECTION FOR TRANSFERS

\$17.65
\$17.65 Subtotal for Dept. Traffic
\$17.65 Subtotal for Vendor

PACIOLAN, INC.

0000063700 FEB 2014 - EVENUE BILLING

\$4,169.90
\$4,169.90 Subtotal for Dept. Casper Events Center
\$4,169.90 Subtotal for Vendor

PATRICIA HARSHMAN

RIN0023551 TRAVEL EXPENSES

\$153.40
\$153.40 Subtotal for Dept. Hogadon
\$153.40 Subtotal for Vendor

P-CARD VENDORS

00010541 SAMSClub #6425 - Purchase
 00010575 OAK TREE INN-GREEN RIV - Purch
 00010543 BAILEYS ACE HARDWARE - Purchas
 00010573 OAK TREE INN-GREEN RIV - Credi

 00010370 VOLVO OF MILLS - Purchase
 00010265 BAILEYS ACE HARDWARE - Purchas
 00010052 HONNEN EQUIPMENT #04 - Purchas
 00010349 SAMSClub #6425 - Purchase
 00010479 KNAPP SUPPLY & EQUIPME - Purch
 00010349 SAMSClub #6425 - Purchase
 00010391 ALSCO SLCAS - Purchase
 00010299 RDH PACKAGING - Purchase
 00010194 NORTHWEST FUELS SYSTEM - Purch
 00010474 BAILEYS ACE HARDWARE - Purchas
 00010492 BAILEYS ACE HARDWARE - Purchas
 00010055 AMERI-TECH EQUIPMENT C - Purch
 00010533 SAMSClub #6425 - Purchase
 00010478 QUALITY OFFICE SOLUTIO - Purch
 00010302 BAILEYS ACE HARDWARE - Purchas
 00010164 IN CASPER SAFETY LLC - Purcha
 00010131 IN CASPER SAFETY LLC - Purcha

\$196.48
 \$59.40
 \$15.99
 (\$4.40)
\$267.47 Subtotal for Dept. Aquatics

 \$230.27
 \$26.34
 \$416.54
 \$108.01
 \$143.85
 \$108.01
 \$1.90
 \$8,526.17
 \$310.20
 \$15.48
 \$28.29
 \$489.29
 \$10.98
 \$19.98
 \$53.88
 \$1,043.44
 \$1,800.00

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010356	PEDENS INC. - Purchase	\$31.25	
00010391	ALSCO SLCAS - Purchase	\$59.71	
00010443	ALSCO SLCAS - Purchase	\$59.71	
00010515	METECH, INC. - Purchase	\$3,778.80	
		\$17,262.10	Subtotal for Dept. Balefill
00009562	BLOEDORN LUMBER CASPER - Credi	(\$39.59)	
00009552	BLOEDORN LUMBER CASPER - Purch	\$124.61	
00010440	CASPER WINNELSON CO - Purchase	\$58.73	
00010443	ALSCO SLCAS - Purchase	\$44.96	
00009582	BLOEDORN LUMBER CASPER - Purch	\$120.90	
00010422	CRESCENT ELECTRIC 103 - Purcha	\$65.86	
00010376	CASPER WINNELSON CO - Purchase	\$289.23	
00010527	DENNIS SUPPLY COMPAN - Purchas	\$21.40	
00010341	CRUM ELECTRIC SUPPLY C - Credi	(\$149.04)	
00010564	BAR D SIGNS INC - Purchase	\$130.00	
00010490	TOOLPARTSDIRECT.COM - Purchase	\$19.23	
00010566	BAILEYS ACE HARDWARE - Purchas	\$4.49	
00010506	CASPER WINNELSON CO - Purchase	\$25.00	
00010497	HOUSTON SUPPLY 20 - Purchase	\$64.51	
00010498	CRESCENT ELECTRIC 103 - Purcha	\$21.02	
00010540	BAILEYS ACE HARDWARE - Purchas	\$2.99	
00010565	THE HOME DEPOT 6001 - Purchase	\$11.27	
00010410	SPI INTERNATIONAL - Purchase	\$90.72	
00010324	LONG BLDG. TECHNOLOGIE - Purch	\$146.90	
00010287	CRUM ELECTRIC SUPPLY C - Purch	\$149.04	
00010363	CASPER WINAIR SUPPLY C - Purch	\$14.34	
00009614	BLOEDORN LUMBER CASPER - Purch	\$22.75	
00010391	ALSCO SLCAS - Purchase	\$44.96	
00010411	CASPER WINNELSON CO - Purchase	\$8.35	
00010476	HOUSTON SUPPLY 20 - Purchase	\$8.23	
00010556	NORCO INC - Purchase	\$37.38	
00010125	SAMSClub #6425 - Purchase	\$43.52	
00010339	CASPER WINNELSON CO - Purchase	\$38.25	
		\$1,420.01	Subtotal for Dept. Buildings And Grounds
00010317	LA JOLLA GROVES - Federal Port	\$14.00	
00010560	HOMEWOOD SUITES - City Match	\$380.60	
00010336	CAFE RIO MEXICAN GRILL - City	\$4.72	
00010460	RUMBI ISLAND GRILL - S - City	\$3.21	
00010514	CROWN BURGER RESTAURAN - Feder	\$4.74	
00010514	CROWN BURGER RESTAURAN - City	\$4.75	
00010317	LA JOLLA GROVES - City Match	\$14.00	
00010513	UTA-FRONTRUNNER TVM - City Mat	\$1.25	
00010455	CALIFORNIA PIZZA 162 - Federal	\$8.54	
00010414	CHEESECAKE FACTORY #15 - Feder	\$7.44	
00010455	CALIFORNIA PIZZA 162 - City Ma	\$8.55	
00010560	HOMEWOOD SUITES - Federal Port	\$380.60	
00010460	RUMBI ISLAND GRILL - S - Feder	\$3.21	
00010513	UTA-FRONTRUNNER TVM - Federal	\$1.25	
00010336	CAFE RIO MEXICAN GRILL - Feder	\$4.72	
00010377	UTA-FRONTRUNNER TVM - Federal	\$1.25	

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010414 CHEESECAKE FACTORY #15 - City	\$7.45	
00010377 UTA-FRONTRUNNER TVM - City Mat	\$1.25	
	\$851.53	Subtotal for Dept. C.A.T.C.
00010023 SP DENVER 1417 - Purchase	\$3,920.00	
00009891 MODERN ELECTRIC - Purchase	\$520.80	
	\$4,440.80	Subtotal for Dept. Capital Projects
00010512 SAMSCLUB #6425 - Purchase	\$254.12	
00010501 PAYPAL ACCESSTAGS - Purchase	\$138.00	
00010450 NORCO INC - Purchase	\$74.82	
00010431 WAL-MART #1617 - Purchase	\$34.03	
00010358 ALBERTSONS - Purchase	\$48.93	
00010358 ALBERTSONS - Purchase	\$27.97	
00010431 WAL-MART #1617 - Purchase	\$27.84	
00010330 THE WEBSTAUANT STORE - Purcha	\$234.55	
00010441 AMAZON.COM - Purchase	\$116.92	
00010482 LEES GLASS - Purchase	\$149.35	
00010297 CRUM ELECTRIC SUPPLY C - Purch	\$191.73	
00010294 NORCO INC - Purchase	\$593.44	
00010555 ATLAS OFFICE PRODUCTS - Purcha	\$12.94	
00010128 INTERNATIONAL TRANSACTION - Pu	\$0.48	
	\$1,905.12	Subtotal for Dept. Casper Events Center
00010251 NORCO INC - Purchase	\$51.12	
	\$51.12	Subtotal for Dept. Cemetery
00010393 ATLAS OFFICE PRODUCTS - Purcha	\$40.36	
	\$40.36	Subtotal for Dept. City Attorney
00010469 71 CONSTRUCTION INC #1 - Purch	\$72.08	
00010403 THE HOME DEPOT 6001 - Purchase	\$9.99	
	\$82.07	Subtotal for Dept. City Hall
00010350 CASPER STAR TRIBUNE - Purchase	\$394.84	
00010442 SUBWAY 03116324 - Purch	\$77.80	
00010165 AMAZON.COM - Purchase	\$62.31	
00010569 ATLAS REPRODUCTION - Purchase	\$21.00	
00010493 ALBERTSONS - Purchase	\$57.98	
00009906 VISTAPR VistaPrint.com - Purch	\$242.40	
00010142 SUBWAY 03116324 - Purch	\$38.00	
	\$894.33	Subtotal for Dept. City Manager
00010417 VZWRLLS IVR VB	\$43.89	
	\$43.89	Subtotal for Dept. Code Enforcement
00010516 DTV DIRECTV SERVICE - Purchase	\$114.78	
00010446 CASPER COLLEGE - Purchase	\$150.00	
	\$264.78	Subtotal for Dept. Communications Center
00010417 VZWRLLS IVR VB	\$30.02	
00010502 ATLAS OFFICE PRODUCTS - Purcha	\$20.47	
00010568 SAMSCLUB #6425 - Purchase	\$90.40	
00010467 CASPER STAR TRIBUNE - Purchase	\$506.00	
00009738 TASTE OF INDIA - Purchase	\$22.65	
00009705 SUPERSHUTTLE EXECUCARW - Purch	\$31.00	
00009710 OMNI SHOREHAM - Purchase	\$2,576.28	
	\$3,276.82	Subtotal for Dept. Council

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010417	VZWRLLS IVR VB	\$47.89		
00010558	AMAZON.COM - Purchase	\$21.20		
00010384	XEROX CORPORATION/RBO - Purcha	\$104.83		
00010398	XEROX CORPORATION/RBO - Purcha	\$22.00		
		\$195.92	Subtotal for Dept.	Engineering
00010283	ATLAS OFFICE PRODUCTS - Purcha	\$77.75		
00010558	AMAZON.COM - Purchase	\$21.20		
		\$98.95	Subtotal for Dept.	Finance
00010267	UNITED 01673912571192 - Pur	\$454.00		
00010419	WEAR PARTS INC - Purchase	\$11.68		
00010279	UNITED 01673912571203 - Pur	\$454.00		
00010447	CRUM ELECTRIC SUPPLY C - Purch	\$31.22		
00009900	AMAZON.COM - Purchase	\$34.95		
00010190	OVERHEAD DOOR COMPANY - Purcha	\$884.41		
00010261	SPRING CREEK RANCH - Purchase	\$112.00		
00010259	LA COSTA MEXICAN RESTA - Purch	\$49.13		
00010451	LITTLE AMERICA CHEYE - Purcha	\$18.05		
00010399	WHEATLAND TRAVEL CEN - Purcha	\$36.01		
00010237	SAMSCLUB #6425 - Purchase	\$18.88		
00009948	SPORTSMANS WAREHOUSE 1 - Purch	\$149.99		
00009943	OIL CITY PRINTERS - Purchase	\$408.50		
00010303	MY EDUCATIONAL RESOURC - Purch	\$168.00		
00010457	OVERHEAD DOOR COMPANY - Purcha	\$213.50		
00010188	EVENT MANAGEMENT SOLUT - Purch	\$425.00		
00010553	SEARS ROEBUCK 8181 - Purcha	\$157.00		
00010105	WARDROBE CLEANERS - Purchase	\$51.00		
00010544	SHERATON BALT. NORTH - Purcha	\$446.88		
00010412	SUTHERLANDS 2219 - Purchase	\$88.18		
00010272	SAFEWAY STORE 00004333 - Purch	\$27.68		
00010234	MENARDS CASPER - Purchase	\$93.94		
00010372	ALBERTSONS #2060 - Purchase	\$13.98		
		\$4,347.98	Subtotal for Dept.	Fire
00010426	PAYPAL MOUNTAINPLA - Purchase	\$45.00		
00010379	THE HOME DEPOT 6001 - Credit	(\$8.97)		
00010241	THE HOME DEPOT 6001 - Purchase	\$45.02		
00010300	BAKER CREEK HEIRLOOM - Purcha	\$65.50		
00010542	USPS 57627004930333223 - Purch	\$21.35		
00010331	SEED SAVERS EXCHANGE I - Purch	\$14.37		
		\$182.27	Subtotal for Dept.	Fort Caspar
00009696	ALBERTSONS - Purchase	\$14.28		
00010185	GREINER BUICK GMC CADI - Purch	\$373.92		
00010561	BEARING BELTCHAIN00244 - Purch	\$430.96		
00010563	DRIVE TRAIN INDUSTRIES - Purch	\$262.26		
00010181	DENVER INDUSTRIAL SALE - Credi	(\$61.66)		
00010456	INDUSTRIAL SCREEN & MA - Purch	\$1,030.00		
00010428	BEARING BELTCHAIN00244 - Purch	\$81.54		
00010413	SUNSOURCE - Purchase	\$170.51		
00010396	DRIVE TRAIN INDUSTRIES - Purch	\$261.98		
00010454	WYOMING MACHINERY CO - Purcha	\$372.00		
00010449	DRIVE TRAIN INDUSTRIES - Purch	\$13.58		

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010216	JACKS TRUCK AND EQUIPMT - Purch	\$24.50
00010328	S&S CASPER- PARTS - Purchase	\$14.83
00009791	WW GRAINGER - Purchase	\$50.76
00010332	SHERWIN WILLIAMS #3439 - Purch	\$15.75
00010156	MENARDS CASPER - Purchase	\$220.43
00010146	CRESCENT ELECTRIC 103 - Purcha	\$568.20
00010284	BEARING BELTCHAIN00244 - Credi	(\$29.70)
00010454	WYOMING MACHINERY CO - Purchas	\$106.11
00010504	WEAR PARTS INC - Purchase	\$10.81
00010263	BEARING BELTCHAIN00244 - Purch	\$29.70
00010461	WW GRAINGER - Purchase	\$285.54
00010462	DRIVE TRAIN INDUSTRIES - Purch	\$25.12
00010281	GOODYEAR COMMERCIAL TI - Purch	\$1,311.84
00010047	POWER EQUIPMENT CO CAS - Purch	\$2,633.52
00010318	NORMONT EQUIPMENT COMP - Purch	\$8,610.00
00010308	BEARING BELTCHAIN00244 - Purch	\$162.20
00010546	WYOMING MACHINERY CO - Purchas	\$197.98
00009740	DRIVE TRAIN INDUSTRIES - Purch	\$70.68
00010217	NUTECH SPECIALTIES INC - Purch	\$303.00
00009914	Gempler 1020025865 - Purchase	\$90.50
00010316	CMI-TECO - Purchase	\$170.08
00010468	SUNSOURCE - Purchase	\$190.85
00010345	GOODYEAR COMMERCIAL TI - Purch	\$502.20
00009929	WW GRAINGER - Purchase	\$285.54
00010355	BEARING BELTCHAIN00244 - Purch	\$18.45
00009686	WW GRAINGER - Purchase	\$12.72
00009862	HONNEN EQUIPMENT #04 - Purchas	\$240.93
00010454	WYOMING MACHINERY CO - Purchas	\$77.88
00009629	JACKS TRUCK AND EQUIPMT - Purch	\$281.36
00009790	DENVER INDUSTRIAL SALE - Purch	\$72.52
00010311	HOSE & RUBBER SUPPLY - Purchas	\$15.79
00010466	BEARING BELTCHAIN00244 - Purch	\$16.70
00010276	WW GRAINGER - Purchase	\$5.83
00010319	CMI-TECO - Purchase	\$97.94
00010288	THE HOME DEPOT 6001 - Purchase	\$149.90
00010221	DRIVE TRAIN INDUSTRIES - Credi	(\$876.77)
00010217	NUTECH SPECIALTIES INC - Purch	\$196.00
00010322	GREINER MOTOR COMPANY - Purcha	\$30.57
00010226	BEARING BELTCHAIN00244 - Purch	\$4.95
00010217	NUTECH SPECIALTIES INC - Purch	\$1,062.25
00010236	CMI-TECO - Purchase	\$68.47
00010528	HARTZ E&F TOWING & REC - Purch	\$225.00
00010310	PRAIRIE PELLA WY LLC - Purchas	\$890.00
00010454	WYOMING MACHINERY CO - Purchas	\$206.59
00010464	VOLVO OF MILLS - Purchase	\$38.08
00009888	FREMONT MOTOR CASPER I - Purch	\$47.77
00010470	BAILEYS ACE HARDWARE - Purchas	\$4.89
00010472	BEARING BELTCHAIN00244 - Credi	(\$38.50)
00010472	BEARING BELTCHAIN00244 - Credi	(\$269.83)
00010477	DIAMOND VOGEL PAINT #7 - Purch	\$44.07

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00009704	ALSCO SLCAS - Purchase	\$197.12
00009601	WW GRAINGER - Purchase	\$11.28
00010481	JACKS TRUCK AND EQUIPMT - Purch	\$141.73
00010488	BAILEYS ACE HARDWARE - Purchas	\$34.23
00010454	WYOMING MACHINERY CO - Purchas	\$214.00
00010524	SPARTANCHASSIS (APA) - Purchas	\$313.42
00010454	WYOMING MACHINERY CO - Purchas	\$26.00
00010530	AIRGAS CENTRAL - Purchase	\$6.55
00009727	THE HOME DEPOT 6001 - Purchase	\$101.27
00010037	HONNEN EQUIPMENT #04 - Purchas	\$5,314.34
00010387	DRIVE TRAIN INDUSTRIES - Purch	\$14.55
00009653	STOTZ EQUIPMENT - Purchase	\$35.92
00010248	DRIVE TRAIN INDUSTRIES - Purch	\$419.92
00010206	JACKS TRUCK AND EQUIPMT - Purch	\$385.08
00010415	BEARING BELTCHAIN00244 - Purch	\$269.83
00010108	SQ SHAD KLINE - Purchase	\$4,622.00
00010291	WESTERN SLING CO - Purchase	\$418.00
00009922	BEARING BELTCHAIN00244 - Purch	\$976.36
00010166	JACKS TRUCK AND EQUIPMT - Purch	\$155.24
00010314	HONNEN EQUIPMENT #04 - Purchas	\$675.08
00010274	GREINER MOTOR COMPANY - Purcha	\$149.64
00010313	AIRGAS CENTRAL - Purchase	\$13.10
00010233	DRIVE TRAIN INDUSTRIES - Credi	(\$489.12)
00010427	GREINER MOTOR COMPANY - Purcha	\$155.06
00009693	SONNYS RV SALES INC - Purchase	\$839.00
00009613	CASPER TIRE - Purchase	(\$1,070.00)
00010053	INDUSTRIAL ENGINE SERV - Purch	\$29.36
00010273	IN DAVEY COACH SALES - Purcha	\$89.35
00010271	BEARING BELTCHAIN00244 - Purch	\$64.34
00010260	BEARING BELTCHAIN00244 - Purch	\$89.99
00010250	NORCO INC - Purchase	\$280.69
00010454	WYOMING MACHINERY CO - Purchas	\$582.92
00009613	CASPER TIRE - Purchase	\$1,130.00
00010217	NUTECH SPECIALTIES INC - Purch	\$185.00
00009739	BAILEYS ACE HARDWARE - Purchas	\$42.57
00009734	AIRGAS CENTRAL - Purchase	\$7.63
00010325	HOSE & RUBBER SUPPLY - Purchas	\$168.81
00009776	AIRGAS CENTRAL - Purchase	\$137.83
00010249	GREINER MOTOR COMPANY - Purcha	\$57.57
00009918	STOTZ EQUIPMENT - Purchase	\$197.00
00010182	JACKS TRUCK AND EQUIPMT - Purch	\$116.76
00010192	JACKS TRUCK AND EQUIPMT - Purch	\$137.29
00010429	WESTERN RADIATOR INC - Purchas	\$250.00
00010078	NORTHWEST FUELS SYSTEM - Purch	\$213.63
00010199	HENSLEY BATTERY & ELEC - Purch	\$79.07
00010205	JACKS TRUCK AND EQUIPMT - Purch	\$68.80
00009624	WW GRAINGER - Purchase	\$63.72
00010148	CASPER TIRE - Purchase	\$464.00
00010137	MENARDS CASPER - Purchase	\$659.89
00010231	WW GRAINGER - Purchase	\$26.74

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010211	CMI-TECO - Purchase	\$3,154.31
00010077	THE HOME DEPOT 6001 - Purchase	\$39.43
00010127	CMI-TECO - Purchase	\$19.77
00010518	WEAR PARTS INC - Purchase	\$11.73
00010107	ATLANTIC ELECTRIC - Purchase	\$429.35
00010107	ATLANTIC ELECTRIC - Purchase	\$372.08
00010277	JACKS TRUCK AND EQUIPMT - Purch	\$123.15
00010532	DLS HOT SHOT SERVICE, - Purcha	\$3,672.00
00009874	FREMONT MOTOR CASPER I - Purch	\$292.40
00010353	GREINER MOTOR COMPANY - Purcha	\$67.68
00009798	GREINER MOTOR COMPANY - Purcha	\$43.84
00010338	GREINER MOTOR COMPANY - Purcha	\$88.46
00010343	ALLDATA CORP #8601 - Purchase	\$1,500.00
00009926	STOTZ EQUIPMENT - Purchase	\$3.66
00010034	PRECISION KNIFE & TOOL - Purch	\$355.05
00009621	GREINER BUICK GMC CADI - Purch	\$10.84
00010052	HONNEN EQUIPMENT #04 - Purchas	\$4,018.87
00010448	BEARING BELTCHAIN00244 - Purch	\$269.83
00010327	BLOEDORN LUMBER CASPER - Purch	\$20.28
00010321	PRAIRIE PELLA WY LLC - Purchas	\$3,180.00
00009542	ALSCO SLCAS - Purchase	\$158.76
00010510	DIAMOND VOGEL PAINT #7 - Purch	\$76.25
00010143	SAMSCLUB #6425 - Purchase	\$97.77
00010227	CMI-TECO - Purchase	\$64.50
00010454	WYOMING MACHINERY CO - Purchas	\$103.00
00010000	ALSCO SLCAS - Purchase	\$158.76
00010454	WYOMING MACHINERY CO - Purchas	\$60.33
00010454	WYOMING MACHINERY CO - Purchas	\$748.02
00010454	WYOMING MACHINERY CO - Purchas	\$3,254.48
00010108	SQ SHAD KLINE - Purchase	\$2,810.00
00009573	SQ SHAD KLINE - Purchase	\$300.00
00010335	BEARING BELTCHAIN00244 - Purch	\$9.99
00010421	ALSCO SLCAS - Purchase	\$197.12
00010032	FREMONT MOTOR CASPER I - Purch	\$101.15
00010406	ALSCO SLCAS - Purchase	\$158.76
00010210	GREINER MOTOR COMPANY - Purcha	\$65.68
00010423	SHERWIN WILLIAMS #3439 - Purch	\$84.62
00010375	CMI-TECO - Credit	(\$508.76)
00010119	BEARING BELTCHAIN00244 - Purch	\$3.99
00010118	CMI-TECO - Purchase	\$20.18
00010135	SIX ROBBLEES NO 19 - Purchase	\$86.58
00009986	BEARING BELTCHAIN00244 - Purch	\$12.20
00010085	TIRE PROFESSIONALS INC - Purch	\$296.50
00010538	AMBI MAIL AND MARKETIN - Purch	\$213.64
00010135	SIX ROBBLEES NO 19 - Purchase	\$101.85
00010276	WW GRAINGER - Purchase	\$78.28
00010347	HENSLEY BATTERY & ELEC - Purch	\$87.53
00010055	AMERI-TECH EQUIPMENT C - Purch	\$2,045.61
00010534	MIS INDUSTRIAL SUPPLY - Purcha	\$421.86
00010204	PRECISION KNIFE & TOOL - Purch	\$270.96

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010323 HOSE & RUBBER SUPPLY - Purchas	\$86.20	
00010168 GREINER MOTOR COMPANY - Purcha	\$157.52	
00010207 CMI-TECO - Credit	(\$19.77)	
00010417 VZWRLSS IVR VB	\$21.30	
00009815 HONNEN EQUIPMENT #04 - Purchas	\$157.12	
00009922 BEARING BELTCHAIN00244 - Purch	\$60.00	
00010570 CAPITAL BUSINESS SYSTE - Purch	\$43.70	
00009799 WW GRAINGER - Purchase	\$76.20	
00010104 MOUNTAIN STATES LITHOG - Purch	\$70.10	
00009575 ALSCO SLCAS - Purchase	\$197.12	
00010364 STOTZ EQUIPMENT - Credit	(\$380.69)	
00010559 GREINER MOTOR COMPANY - Purcha	\$192.93	
00009839 CASPER TIRE - Purchase	\$90.00	
00009772 BAILEYS ACE HARDWARE - Purchas	\$4.49	
00009765 OREILLY AUTO 00027466 - Purch	\$44.76	
00009826 GREINER MOTOR COMPANY - Purcha	\$14.06	
00010326 S&S CASPER- PARTS - Purchase	\$21,094.62	
00010123 INLAND TRUCK PARTS #35 - Purch	\$835.76	
00010546 WYOMING MACHINERY CO - Purchas	\$1,251.08	
00010369 HONNEN EQUIPMENT #04 - Purchas	\$338.08	
00010546 WYOMING MACHINERY CO - Purchas	\$5,558.85	
00010539 INLAND TRUCK PARTS #35 - Purch	\$505.72	
00010282 GOODYEAR COMMERCIAL TI - Purch	\$795.32	
00009983 COLMAN EQUIPMENT - Purchase	\$61.42	
	\$101,004.16	Subtotal for Dept. Garage
00010340 PEAKS & PRAIRIES GCSA - Purcha	\$115.50	
00010521 MOUNTAIN STATES LITHOG - Purch	\$832.55	
00010521 MOUNTAIN STATES LITHOG - Purch	\$186.90	
00010344 PEAKS & PRAIRIES GCSA - Purcha	\$115.50	
	\$1,250.45	Subtotal for Dept. Golf Course
00010548 WW GRAINGER - Purchase	\$16.76	
00010531 WW GRAINGER - Purchase	\$265.99	
00010526 WESTERN SLING CO - Purchase	\$263.34	
00010417 VZWRLSS IVR VB	\$21.30	
00010290 MOUNTAIN SPORTS - Purchase	\$60.00	
00010401 AMERIGAS propane - Purchas	\$2,441.38	
00010385 STOTZ EQUIPMENT - Purchase	\$15.99	
00010487 WW GRAINGER - Purchase	\$22.32	
00010517 NORCO INC - Purchase	\$39.43	
00010523 WW GRAINGER - Purchase	\$12.70	
00010367 STAPLES 00114181 - Purch	\$20.99	
00010525 WW GRAINGER - Purchase	\$91.26	
00010444 WCI OF WYOMING, INC - Purchase	\$220.00	
00010463 NELCO PRODUCTS INC - Purchase	\$204.53	
00010483 BURBACK'S REFRIGERATIO - Purch	\$105.00	
00010416 EAGLE ELECTRIC, LLC - Purchase	\$2,639.61	
	\$6,440.60	Subtotal for Dept. Hogadon
00010558 AMAZON.COM - Purchase	\$21.20	
	\$21.20	Subtotal for Dept. Human Resources
00010495 SAMSClub #6425 - Purchase	\$80.34	

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010177	WAL-MART #1617 - Purchase	\$44.85	
00010496	WAL-MART #1617 - Purchase	\$29.12	
00010552	SAMS INTERNET - Purchase	\$57.62	
00010486	PARTY AMERICA CASPER # - Purch	\$63.85	
00010352	KNAPP SUPPLY & EQUIPME - Purch	\$15.55	
00010196	SAMSClub #6425 - Purchase	\$365.74	
00010484	BAILEYS ACE HARDWARE - Purchas	\$47.96	
00010495	SAMSClub #6425 - Purchase	\$87.94	
00010225	ICE SKATING INSTITUTE - Purcha	\$395.00	
00010139	KNAPP SUPPLY & EQUIPME - Purch	\$43.15	
		\$1,231.12	Subtotal for Dept. Ice Arena
00010383	DIGICERT INC - Purchase	\$299.00	
		\$299.00	Subtotal for Dept. Information Services
00010213	CAMPBELL PET CO - WHOL - Purch	\$806.60	
00010114	BEST FRIENDS VETERINAR - Purch	\$868.44	
00010162	COCA COLA BOTTLING CO - Purcha	\$46.00	
00010494	DELTA 00673481765014 - Pur	\$666.50	
00010117	ANIMAL CARE EQUIPMENT - Purcha	\$84.39	
00010254	5.11 TACTICAL - Purchase	\$250.99	
00010386	OWW CHEAPTIX - Purchase	\$120.98	
00009664	USPS 57155809430310940 - Purch	\$8.70	
00010157	ULINE SHIP SUPPLIES - Purcha	\$203.66	
00010420	USPS 57155809430310940 - Purch	\$12.45	
00010280	NORCO INC - Purchase	\$110.35	
00010392	CPU VENTURE TECH NETWO - Purch	\$709.95	
		\$3,889.01	Subtotal for Dept. Metro Animal
00010409	OIL CITY PRINTERS - Purchase	\$145.69	
00010409	OIL CITY PRINTERS - Purchase	\$15.31	
		\$161.00	Subtotal for Dept. Metropolitan Planning
00010005	CPS DISTRIBUTORS INC C - Purch	\$50.48	
00010264	STOTZ EQUIPMENT - Purchase	\$20.86	
00010529	CPS DISTRIBUTORS INC C - Purch	\$7.27	
00010471	THE HOME DEPOT 6001 - Purchase	\$171.82	
00010359	CASPER STAR TRIBUNE - Purchase	\$379.04	
00010030	SUTHERLANDS 2219 - Purchase	\$9.48	
00010026	BAILEYS ACE HARDWARE - Purchas	\$35.90	
00010509	CPS DISTRIBUTORS INC C - Purch	\$21.82	
00010507	R & R REST STOPS - Purchase	\$5,592.69	
00010240	71 CONSTRUCTION INC #1 - Purch	\$834.57	
00010435	BAILEYS ACE HARDWARE - Purchas	\$13.99	
00009572	CASPER WINNELSON CO - Purchase	\$158.60	
00010354	CASPER STAR TRIBUNE - Purchase	\$372.41	
00010306	71 CONSTRUCTION INC #1 - Purch	\$125.61	
00009564	CASPER WINNELSON CO - Purchase	\$113.25	
00010432	BAILEYS ACE HARDWARE - Purchas	\$13.98	
00010056	STAPLES 00114181	\$39.97	
00010041	CPS DISTRIBUTORS INC C - Purch	\$62.90	
00010006	OREILLY AUTO 00027466 - Purch	\$29.99	
00010567	BAILEYS ACE HARDWARE - Purchas	\$19.98	
00009930	WW GRAINGER - Purchase	\$455.20	

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

	\$8,529.81	Subtotal for Dept.	Parks
00010558 AMAZON.COM - Purchase	\$21.20		
	\$21.20	Subtotal for Dept.	Planning
00010571 WESTERN LOCKSMITH - Purchase	\$8.50		
00010362 RESPOND FIRST AID - Purchase	\$238.36		
00010065 UNITED 01626049235462 - Pur	\$25.00		
00010368 LASER TECHNOLOGY INC - Purchas	\$413.00		
00010180 PLOWS DINER - Purchase	\$28.10		
00010453 RICOH USA, INC - Purchase	\$62.70		
00010458 BAILEYS ACE HARDWARE - Purchas	\$5.98		
00010522 STAPLES 00114181 - Purch	\$10.00		
00010198 BP 610 SPRING ST QPS - Purch	\$36.57		
00010289 RADIOSHACK COR00186973 - Purch	\$19.99		
00010473 GAL UNIFORM&EQUIPMENT - Purcha	\$1,547.22		
00010361 HP SERVICES - Purchase	\$26.34		
00010480 TRANSUNION RISK & DATA - Purch	\$110.25		
00010389 WM SUPERCENTER #1617 - Purchas	\$29.88		
00010342 HP SERVICES - Purchase	\$6.76		
00010312 PEDENS INC. - Purchase	\$204.00		
00010491 WM SUPERCENTER #1617 - Purchas	\$7.96		
00010071 MERBACK AWARD COMPANY - Purcha	\$36.90		
00010286 UNITED 01626051738592 - Pur	\$25.00		
00010508 R & R REST STOPS - Purchase	\$313.94		
00010163 WAL-MART #3778 - Purchase	\$80.31		
00010405 POWDER RIVER SHREDDERS - Purch	\$105.00		
00010378 HP SERVICES - Purchase	\$1.86		
00010408 DALLAS CHILDRENS ADVOC - Purch	\$49.00		
00010394 MERCER FAMILY RESOURCE - Purch	\$250.00		
00010400 HENSLEY BATTERY & ELEC - Purch	\$436.16		
00010334 HP SERVICES - Purchase	\$22.22		
00010172 WARDROBE CLEANERS - Purchase	\$19.00		
00010293 BEST WESTERN PLUS - Purchase	\$846.40		
	\$4,966.40	Subtotal for Dept.	Police
00010292 PEDENS INC. - Purchase	\$611.00		
00010425 PC NAME TAG - Purchase	\$141.91		
00010333 PARKWAY PLAZA - Purchase	\$65.00		
00010337 PARKWAY PLAZA - Purchase	\$75.60		
00010489 THE OLIVE GARD00018283 - Purch	\$87.20		
00010346 PARKWAY PLAZA - Purchase	\$64.32		
00009882 BURRIS COMPANY - Purchase	\$560.00		
	\$1,605.03	Subtotal for Dept.	Police Grants
00010434 CADDIE SHACK RESTAURAN - Purch	\$145.20		
	\$145.20	Subtotal for Dept.	Property & Liability Insurance
00010351 ATLAS OFFICE PRODUCTS - Purcha	\$14.25		
00010351 ATLAS OFFICE PRODUCTS - Purcha	\$6.12		
00010574 ATLAS OFFICE PRODUCTS - Credit	(\$12.94)		
00010258 ATLAS OFFICE PRODUCTS - Purcha	\$12.94		
00010155 SAMSClub #6425 - Purchase	\$304.62		
00010499 NORCO INC - Purchase	\$65.72		

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010520	OAK TREE INN-GREEN RIV - Purch	\$60.00	
00010549	TEXACO 0306666 - Purchase	\$77.95	
00010136	SAMSCLUB #6425 - Credit	(\$2.60)	
00010160	SAMSCLUB #6425 - Purchase	\$25.61	
		\$551.67	Subtotal for Dept. Recreation
00010388	99DESIGNS, INC - Purchase	\$299.00	
00010175	PAYPAL BLUERIDGESE - Purchase	\$125.00	
00010397	MOUNTAIN STATES PLASTI - Purch	\$5,244.00	
00010443	ALSCO SLCAS - Purchase	\$13.80	
00010391	ALSCO SLCAS - Purchase	\$11.90	
00010329	N. PLATTE PHYSICAL THE - Purch	\$72.00	
00010438	CASPER FIRE EXTINGUISH - Purch	\$63.05	
00010356	PEDENS INC. - Purchase	\$31.25	
		\$5,860.00	Subtotal for Dept. Refuse Collection
00010500	CASPER WINNELSON CO - Purchase	\$98.61	
00010404	CASPER STAR TRIBUNE - Purchase	\$361.30	
00010535	BAILEYS ACE HARDWARE - Purchas	\$44.85	
00010285	BAILEYS ACE HARDWARE - Purchas	\$9.49	
00010315	NOV WILSON - Purchase	\$66.11	
00010309	ALSCO SLCAS - Purchase	\$47.74	
00010298	NORCO INC - Purchase	\$4.92	
00010417	VZWRLSS IVR VB	\$21.30	
00010262	CRETEX CONCRETE PRODUC - Purch	\$60.00	
		\$714.32	Subtotal for Dept. Sewer
00010301	LOGOS IMAGING LLC - Purchase	\$16,031.46	
00010301	LOGOS IMAGING LLC - Purchase	\$4,948.54	
		\$20,980.00	Subtotal for Dept. Special Assistance
00010417	VZWRLSS IVR VB	\$21.30	
00010246	CASPER CONTRACTOR SUPP - Purch	\$423.76	
00010245	NORCO INC - Purchase	\$70.86	
00010296	QUALITY OFFICE SOLUTIO - Purch	\$1,052.80	
00010439	KNIFE RIVER 5701 - Purchase	\$167.44	
00010239	71 CONSTRUCTION INC #1 - Purch	\$1,096.20	
00010036	CASPER STAR TRIBUNE - Purchase	\$262.00	
00009938	HOWARD SUPPLY COMPANY - Purcha	\$49.64	
00010551	HOSE & RUBBER SUPPLY - Purchas	\$51.00	
		\$3,195.00	Subtotal for Dept. Streets
00010390	LYLE SIGNS - Purchase	\$1,196.00	
00010407	CASPER STAR TRIBUNE - Purchase	\$430.36	
00010417	VZWRLSS IVR VB	\$21.30	
00010374	PAYPAL ROCKYMOUNTA - Purchase	\$410.00	
00010360	MIS INDUSTRIAL SUPPLY - Purcha	\$40.76	
00010253	ECONOLITE - Purchase	\$144.01	
		\$2,242.43	Subtotal for Dept. Traffic
00010536	BAILEYS ACE HARDWARE - Purchas	\$7.96	
00010357	ALSCO SLCAS - Purchase	\$296.48	
00010430	TYCO VALVES&CONTROLS L - Purch	\$2,163.58	
00010437	TYCO VALVES&CONTROLS L - Purch	\$4,103.58	
00010452	NORCO INC - Purchase	\$259.00	

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

00010424	USPS 57155809430310940 - Purch	\$9.80	
00010547	BOBCAT OF CASPER - Purchase	\$206.92	
00010365	WW GRAINGER - Purchase	\$12.14	
00010373	HD SUPPLY UTILITIES, L - Purch	\$658.05	
00010366	WESTERN STATES FIRE PR - Purch	\$1,611.00	
00010475	NORTHROP BOILER WORKS - Purcha	\$101.40	
00010402	TYCO VALVES&CONTROLS L - Purch	\$5,039.00	
00010505	PRAIRIE PELLA WY LLC - Purchas	\$198.00	
00010417	VZWRLSS IVR VB	\$42.59	
00010320	FOREMANS QUALITY MACHI - Purch	\$248.58	
00010465	BAILEYS ACE HARDWARE - Purchas	\$30.96	
00010537	HOSE & RUBBER SUPPLY - Purchas	\$113.08	
		\$15,102.12	Subtotal for Dept. Waste Water
00010436	AMBI MAIL AND MARKETIN - Purch	\$2.85	
00010562	ALSCO SLCAS - Purchase	\$23.28	
00010485	MR. D'S FOOD CENTER - Purchase	\$11.12	
00010550	ABLE EQUIPMENT CO - Purchase	\$3,548.56	
00010275	CASPER CONTRACTOR SUPP - Purch	\$402.70	
00010348	CASPER STAR TRIBUNE - Purchase	\$371.16	
00010184	FINISH LINE SYSTEMS LL - Purch	\$10,186.08	
00010371	USPS 57155809430310940 - Purch	\$88.80	
00010395	BEARING BELTCHAIN00244 - Purch	\$9.29	
00010545	ALSCO SLCAS - Purchase	\$17.61	
00010382	BEARING BELTCHAIN00244 - Purch	\$31.68	
00009946	HARBOR FREIGHT CATALOG - Purch	\$27.94	
00010503	MIDDLE FORK - Purchase	\$8.93	
00010417	VZWRLSS IVR VB	\$42.59	
00010445	HOLIDAY LODGE - Purchase	\$70.85	
00010459	GANNETT GRILL - LANDER - Purch	\$19.83	
00010418	ALSCO SLCAS - Purchase	\$17.61	
00010519	ALSCO SLCAS - Purchase	\$17.61	
00010381	CASPER STAR TRIBUNE - Purchase	\$368.20	
		\$15,266.69	Subtotal for Dept. Water
00010554	ATLAS OFFICE PRODUCTS - Purcha	\$3.80	
00010433	ATLAS OFFICE PRODUCTS - Purcha	\$109.00	
00010220	HAJOCA KEENAN SUPP 25 - Purcha	\$56.19	
00010417	VZWRLSS IVR VB	\$21.30	
00010257	POWER SERVICE, INC. - Purchase	\$224.50	
00010238	AUTOMATION ELECTRONICS - Purch	\$146.00	
00010295	WESTERN SLING CO - Purchase	\$10.98	
00010380	FERGUSON ENT #3069 - Purchase	\$8.20	
00010371	USPS 57155809430310940 - Purch	\$59.20	
		\$639.17	Subtotal for Dept. Water Treatment Plant
00010572	MURDOCH'S RANCH & HOME - Purch	\$37.45	
00010511	VOLVO OF MILLS - Purchase	\$107.34	
00010557	VOLVO OF MILLS - Purchase	\$589.90	
		\$734.69	Subtotal for Dept. Weed And Pest
		\$230,475.79	Subtotal for Vendor

PEO CHAPTER

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

RIN0023526 DEPOSIT RETURN - 3/19/14 EVENT

\$61.50

\$61.50 Subtotal for Dept. Recreation

\$61.50 Subtotal for Vendor

PEPPER TANK & CONTRACTING

87978 SS PLATES FAB CENTRIFUGE

\$180.00

\$180.00 Subtotal for Dept. Waste Water

\$180.00 Subtotal for Vendor

PEPSI COLA OF CASPER

6062 CONCESSION SUPPLIES

(\$180.00)

6061 CONCESSION SUPPLIES

\$633.70

\$453.70 Subtotal for Dept. Casper Events Center

26935 PRODUCT

\$318.60

27988 PRODUCT

\$206.70

\$525.30 Subtotal for Dept. Ice Arena

\$979.00 Subtotal for Vendor

PHIPPS CONSTRUCTION

RIN0023560 RETAIN PAY CYB IMP PH III

\$14,180.00

\$14,180.00 Subtotal for Dept. Capital Projects

\$14,180.00 Subtotal for Vendor

PIERSON, DANIEL

0021844106 DEPOSIT/CREDIT REFUND

\$52.32

\$52.32 Subtotal for Dept. Water

\$52.32 Subtotal for Vendor

PLAS-TANKS INDUSTRIES

17885 GASKET FOR HYPO TANK

\$302.00

\$302.00 Subtotal for Dept. Water Treatment Plant

\$302.00 Subtotal for Vendor

POLICE DEPT

RIN0023545 BUY FUND REIMBURSE ALCOHOL

\$278.32

\$278.32 Subtotal for Dept. Police Grants

\$278.32 Subtotal for Vendor

POSTAL PROS, INC.

73446 WEB HOSTING FEBRUARY 2014

\$1,610.13

\$1,610.13 Subtotal for Dept. Water

\$1,610.13 Subtotal for Vendor

PROCESS FAB & EQUIP INC

0021844096 DEPOSIT/CREDIT REFUND

\$57.42

\$57.42 Subtotal for Dept. Water

\$57.42 Subtotal for Vendor

QUALITY OFFICE SOLUTIONS

0052082-001 OFFICE SUPPLIES

\$170.51

0051897-001 OFFICE SUPPLIES

\$169.99

0052084-001 OFFICE SUPPLIES

\$129.99

0052097-001 OFFICE SUPPLIES

\$32.99

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

0052083-001 OFFICE SUPPLIES	\$253.62	
0052082-002 OFFICE SUPPLIES	\$9.98	
	\$767.08	Subtotal for Dept. Communications Center
0052148-001 OFFICE SUPPLIES	\$364.47	
0051995-001 OFFICE SUPPLIES	\$147.95	
0052089-001 OFFICE SUPPLIES	\$199.57	
0051996-001 OFFICE SUPPLIES	\$222.41	
0051896-001 OFFICE SUPPLIES	\$146.22	
0052126-001 OFFICE SUPPLIES	\$5.88	
0052013-001 OFFICE SUPPLIES	\$453.54	
0051910-001 OFFICE SUPPLIES	\$241.92	
0052117-001 OFFICE SUPPLIES	\$67.56	
	\$1,849.52	Subtotal for Dept. Police
	\$2,616.60	Subtotal for Vendor

REALTY EXECUTIVES

RIN0023523 CMA/EASTSIDE PROP/PRATT #2	\$150.00	
	\$150.00	Subtotal for Dept. Planning
	\$150.00	Subtotal for Vendor

RESOURCE STAFFING

3008 LABOR	\$1,458.59	
2991 LABOR	\$1,435.57	
	\$2,894.16	Subtotal for Dept. Casper Events Center
	\$2,894.16	Subtotal for Vendor

RICH BROWN

7474 CLOTHING ALLOWANCE	\$110.40	
	\$110.40	Subtotal for Dept. Police
	\$110.40	Subtotal for Vendor

RICHARD YOUNG

RIN0023527 MILEAGE	\$86.30	
	\$86.30	Subtotal for Dept. Fort Caspar
	\$86.30	Subtotal for Vendor

ROBIN TUMA

590992 CLOTHING ALLOWANCE	\$41.98	
	\$41.98	Subtotal for Dept. Police
	\$41.98	Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00014904041416 ELECTRICITY	\$4,818.23	
	\$4,818.23	Subtotal for Dept. Aquatics
AP00016804041416 ELECTRICITY	\$148.52	
	\$148.52	Subtotal for Dept. Buildings And Grounds
AP00015104041416 ELECTRICITY	\$1,088.25	
AP00015104041416 ELECTRICITY	\$24.79	
AP00015104041416 ELECTRICITY	\$24.78	
AP00015104041416 ELECTRICITY	\$2,781.98	
AP00015104041416 ELECTRICITY	\$1,313.60	
	\$5,233.40	Subtotal for Dept. City Hall

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

AP00015604041416 ELECTRICITY

\$612.49

\$612.49 Subtotal for Dept. Fort Caspar

AP00015804041416 ELECTRICITY

\$7,799.55

\$7,799.55 Subtotal for Dept. Hogadon

AP00015904041416 ELECTRICITY

\$6,275.42

\$6,275.42 Subtotal for Dept. Ice Arena

AP00015204041416 ELECTRICITY

\$3,728.81

\$3,728.81 Subtotal for Dept. Recreation

RIN0023501 ELECTRICITY

\$40,102.79

RIN0023501 ELECTRICITY

\$7,423.62

\$47,526.41 Subtotal for Dept. Water Treatment Plant

\$76,142.83 Subtotal for Vendor

ROSZEL, CODI/ALVARADO C

0021844100 DEPOSIT/CREDIT REFUND

\$56.23

\$56.23 Subtotal for Dept. Water

\$56.23 Subtotal for Vendor

SANTIAM EMERGENCY EQUIP. INC.

23715 HYDRAULIC TOOLS-GRANT #420

\$22,474.30

\$22,474.30 Subtotal for Dept. Special Assistance

\$22,474.30 Subtotal for Vendor

SARA NELSON

4909 CLOTHING ALLOWANCE

\$55.65

\$55.65 Subtotal for Dept. Police

\$55.65 Subtotal for Vendor

SCHRAM, ERICK

0021885271 DEPOSIT/CREDIT REFUND

\$54.76

\$54.76 Subtotal for Dept. Water

\$54.76 Subtotal for Vendor

SCHWARTZ, BON, WALKER, & STUDER, LLC.

5320 LEGAL FEES

\$7,952.00

\$7,952.00 Subtotal for Dept. Council

\$7,952.00 Subtotal for Vendor

SHEET METAL SPECIALTIES, INC.

37924 HEATER REPAIR/CESQG DRIVE THRU

\$170.00

\$170.00 Subtotal for Dept. Balefill

\$170.00 Subtotal for Vendor

SLEE ENTERPRISES

1276 DOOR CUTTING & INSTALLATION

\$3,600.00

\$3,600.00 Subtotal for Dept. Garage

\$3,600.00 Subtotal for Vendor

SMITH, ALLEN

0021844108 DEPOSIT/CREDIT REFUND

\$13.93

\$13.93 Subtotal for Dept. Water

\$13.93 Subtotal for Vendor

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

SOURCE GAS DIST. LLC

201091354872 NATURAL GAS

\$7,350.12

\$7,350.12 Subtotal for Dept. Aquatics

207408032747 NATURAL GAS

\$1,903.56

\$1,903.56 Subtotal for Dept. City Hall

\$9,253.68 Subtotal for Vendor

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

020 10071-13 STATE LANDFILL ASSURANCE PRGRM

\$3,711.98

\$3,711.98 Subtotal for Dept. Balefill

\$3,711.98 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0023573 SALES TAX

\$26.81

\$26.81 Subtotal for Dept. Aquatics

RIN0023573 SALES TAX

\$17.19

\$17.19 Subtotal for Dept. Balefill

RIN0023573 SALES TAX

\$944.32

RIN0023573 SALES TAX

\$1,430.68

RIN0023573 SALES TAX

\$2,968.62

RIN0023573 SALES TAX

\$435.32

RIN0023573 SALES TAX

\$5,783.69

RIN0023573 SALES TAX

(\$10,843.33)

RIN0023573 SALES TAX

\$2.86

RIN0023573 SALES TAX

\$4,500.80

RIN0023573 SALES TAX

\$1,093.18

\$6,316.14 Subtotal for Dept. Casper Events Center

RIN0023573 SALES TAX

\$105.61

\$105.61 Subtotal for Dept. Fort Caspar

RIN0023573 SALES TAX

(\$124.29)

(\$124.29) Subtotal for Dept. General Fund Revenue

RIN0023573 SALES TAX

\$379.95

\$379.95 Subtotal for Dept. Ice Arena

RIN0023573 SALES TAX

(\$0.10)

(\$0.10) Subtotal for Dept. Recreation

\$6,721.31 Subtotal for Vendor

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0023546 DWSRF025 PRINCIPAL

\$73,334.10

RIN0023546 DWSRF025 INTEREST

\$22,886.59

\$96,220.69 Subtotal for Dept. Water

\$96,220.69 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

404020541 ALCOHOL

\$48.72

404020541 CONCESSION SUPPLIES

\$996.38

403200356 CONCESSION SUPPLIES

\$568.22

1465664PU ALCOHOL

(\$34.89)

403070508 OPERATING SUPPLIES-CATERING

(\$53.26)

403011290 OPERATING SUPPLIES-CATERING

(\$80.34)

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

403140579 OPERATING SUPPLIES-CATERING	(\$431.28)	
403260507 CONCESSION SUPPLIES	\$116.20	
403260507 ALCOHOL	\$427.94	
403200355 ALCOHOL	\$340.95	

\$1,898.64 Subtotal for Dept. Casper Events Center

403260506 CUP PAPER HOT WHT TALL 12	\$37.96	
403260506 CUP PAPER HOT WHT TALL 12	\$37.96	

\$75.92 Subtotal for Dept. Finance

\$1,974.56 Subtotal for Vendor

TERRACON

T496113 AIR EMISSIONS MONITORING/REPOR	\$1,692.54	
T496083 CLOSED BALEFILL POST CLOSURE	\$1,420.00	
T496124 ENVIRONMENTAL MONITORING/REPOR	\$3,295.00	

\$6,407.54 Subtotal for Dept. Balefill

\$6,407.54 Subtotal for Vendor

TETRA TECH INC.

50775394 AEROBIC SPORES TESTING	\$1,109.00	
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\$1,109.00 Subtotal for Dept. Water Treatment Plant

\$1,109.00 Subtotal for Vendor

THE PEAK INDOOR CLIMBING GYM

3292014 STRAPS & CARABINERS	\$340.00	
4032014 WEBBING	\$137.00	

\$477.00 Subtotal for Dept. Fire

\$477.00 Subtotal for Vendor

TIRE DISTRIBUTION SYSTEMS, INC

751-20896 FORKLIFT TIRES	\$2,106.78	
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\$2,106.78 Subtotal for Dept. Balefill

\$2,106.78 Subtotal for Vendor

TOBIAS ARMIJO

RIN0023540 BOOT REIMBURSEMENT	\$71.92	
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\$71.92 Subtotal for Dept. Streets

\$71.92 Subtotal for Vendor

TOP OFFICE PRODUCTS

138693 REPRODUCTION	\$129.79	
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\$129.79 Subtotal for Dept. City Attorney

138171 FEBRUARY 2014 COPY CHARGE	\$81.01	
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\$81.01 Subtotal for Dept. Fort Caspar

\$210.80 Subtotal for Vendor

TOWNSQUARE MEDIA

MC-114023442 ADS	\$250.00	
MC-114023480 ADS	\$588.00	
MC-114023443 ADS	\$150.00	

\$988.00 Subtotal for Dept. Hogadon

\$988.00 Subtotal for Vendor

UNITED PARCEL SVC.

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

000F44F14124 SHIPPING

\$49.33

\$49.33 Subtotal for Dept. Police

\$49.33 Subtotal for Vendor

UNITED STATES WELDING, INC.

6265837 OXYGEN

\$1,315.33

\$1,315.33 Subtotal for Dept. Water Treatment Plant

\$1,315.33 Subtotal for Vendor

VERIZON WIRELESS

9721998348 WIRELESS SERVICE

\$122.03

\$122.03 Subtotal for Dept. Communications Center

9722318884 WIRELESS SERVICE

\$120.49

\$120.49 Subtotal for Dept. Fire

\$242.52 Subtotal for Vendor

VERMEER SALES & SVC. OF COLORADO

S40656A EQUIPMENT REPAIR FROM OCT STOR

\$8,545.72

\$8,545.72 Subtotal for Dept. Property & Liability Insurance

\$8,545.72 Subtotal for Vendor

VISITS LLC

765 CAR WASHES

\$30.00

\$30.00 Subtotal for Dept. Code Enforcement

762 CAR WASH TOKENS

\$116.10

\$116.10 Subtotal for Dept. Police

\$146.10 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0023550 WATER USAGE

\$15.40

\$15.40 Subtotal for Dept. Water Treatment Plant

\$15.40 Subtotal for Vendor

WASTE WATER TREATMENT

1276/111206 201 SEWER

\$215,519.69

\$215,519.69 Subtotal for Dept. Sewer

\$215,519.69 Subtotal for Vendor

WERCS COMMUNICATIONS

1674 INTERNET SERVICE MARCH 2014

\$0.82

\$0.82 Subtotal for Dept. Aquatics

1674 INTERNET SERVICE MARCH 2014

\$6.17

\$6.17 Subtotal for Dept. Balefill

1674 INTERNET SERVICE MARCH 2014

\$9.46

\$9.46 Subtotal for Dept. Casper Events Center

1674 INTERNET SERVICE MARCH 2014

\$2.88

\$2.88 Subtotal for Dept. City Attorney

1674 INTERNET SERVICE MARCH 2014

\$2.47

\$2.47 Subtotal for Dept. City Manager

1674 INTERNET SERVICE MARCH 2014

\$4.93

\$4.93 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

1674 INTERNET SERVICE MARCH 2014	\$3.70	
	\$3.70	Subtotal for Dept. Council
1674 INTERNET SERVICE MARCH 2014	\$5.35	
	\$5.35	Subtotal for Dept. Engineering
1674 INTERNET SERVICE MARCH 2014	\$11.10	
	\$11.10	Subtotal for Dept. Finance
1674 INTERNET SERVICE MARCH 2014	\$12.34	
	\$12.34	Subtotal for Dept. Fire
1674 INTERNET SERVICE MARCH 2014	\$2.06	
	\$2.06	Subtotal for Dept. Fort Caspar
1674 INTERNET SERVICE MARCH 2014	\$2.06	
	\$2.06	Subtotal for Dept. Garage
1674 INTERNET SERVICE MARCH 2014	\$1.23	
	\$1.23	Subtotal for Dept. Golf Course
1674 INTERNET SERVICE MARCH 2014	\$2.47	
	\$2.47	Subtotal for Dept. Hogadon
1674 INTERNET SERVICE MARCH 2014	\$3.29	
	\$3.29	Subtotal for Dept. Human Resources
1674 INTERNET SERVICE MARCH 2014	\$1.64	
	\$1.64	Subtotal for Dept. Ice Arena
1674 INTERNET SERVICE MARCH 2014	\$6.58	
	\$6.58	Subtotal for Dept. Information Services
1674 INTERNET SERVICE MARCH 2014	\$2.88	
	\$2.88	Subtotal for Dept. Metro Animal
1674 INTERNET SERVICE MARCH 2014	\$0.74	
1674 INTERNET SERVICE MARCH 2014	\$0.08	
	\$0.82	Subtotal for Dept. Metropolitan Planning
1674 INTERNET SERVICE MARCH 2014	\$5.35	
	\$5.35	Subtotal for Dept. Municipal Court
1674 INTERNET SERVICE MARCH 2014	\$2.47	
	\$2.47	Subtotal for Dept. Parks
1674 INTERNET SERVICE MARCH 2014	\$2.88	
	\$2.88	Subtotal for Dept. Planning
1674 INTERNET SERVICE MARCH 2014	\$905.60	
	\$905.60	Subtotal for Dept. Police
1674 INTERNET SERVICE MARCH 2014	\$3.29	
	\$3.29	Subtotal for Dept. Recreation
1674 INTERNET SERVICE MARCH 2014	\$1.64	
	\$1.64	Subtotal for Dept. Streets
1674 INTERNET SERVICE MARCH 2014	\$2.47	
	\$2.47	Subtotal for Dept. Traffic
1674 INTERNET SERVICE MARCH 2014	\$5.35	
	\$5.35	Subtotal for Dept. Waste Water
1674 INTERNET SERVICE MARCH 2014	\$3.70	
	\$3.70	Subtotal for Dept. Water
	\$1,015.00	Subtotal for Vendor

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

WESTERN WATER CONSULTANTS, INC.

14090002 RAW WATER IRRIGATION SYSTEM

\$20,439.37

\$20,439.37 Subtotal for Dept. Parks

\$9,967.79

\$9,967.79 Subtotal for Dept. Streets

\$30,407.16 Subtotal for Vendor

130130014 MIDWEST AVENUE RECONSTRUCTION

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

RIN0023530 BALER LEGAL SERVICES

56899 BALER LEGAL SERVICES

\$1,184.06

\$1,520.00

\$2,704.06 Subtotal for Dept. Balefill

\$2,704.06 Subtotal for Vendor

WILLIE GONZALES

08690 CLOTHING ALLOWANCE

\$88.04

\$88.04 Subtotal for Dept. Water

\$88.04 Subtotal for Vendor

WIRELESS ADVANCED COMMUNICATIONS, INC.

I-2196625 MOVE LOGGING RECORDER

\$2,200.00

\$2,200.00 Subtotal for Dept. Communications Center

\$2,200.00 Subtotal for Vendor

WISCOMBE, SHERYLYNN/CARL

0021844094 DEPOSIT/CREDIT REFUND

\$20.08

\$20.08 Subtotal for Dept. Water

\$20.08 Subtotal for Vendor

WOLF GANG OF WY

1009 CABLE CHANNEL 3 PRODUCTION SER

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WOLLERMAN, GAGE

0021885269 DEPOSIT/CREDIT REFUND

\$39.05

\$39.05 Subtotal for Dept. Water

\$39.05 Subtotal for Vendor

WOODS, JR, JOHN E

0021844104 DEPOSIT/CREDIT REFUND

\$70.00

0021844104 DEPOSIT/CREDIT REFUND

\$29.18

0021844104 DEPOSIT/CREDIT REFUND

\$70.00

0021844104 DEPOSIT/CREDIT REFUND

\$70.00

0021844104 DEPOSIT/CREDIT REFUND

\$70.00

Bills and Claims

City of Casper

02-Apr-14 to 10-Apr-14

\$869.18 Subtotal for Dept. Water
\$869.18 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER
14-102-01 OTHER CONTRACTUAL

\$7,894.50
\$7,894.50 Subtotal for Dept. Engineering
\$7,894.50 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY
11 CASPER FIR-EMS STATION #2 EXTE

\$72,933.27
\$72,933.27 Subtotal for Dept. Fire
\$72,933.27 Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES
13531 WAM CONVENTION MEAL
13478 WAM CONVENTION MEAL

\$50.00
\$185.00
\$235.00 Subtotal for Dept. Council
\$235.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION
0000065463 COOPERATIVE AGREEMENT - BRYAN

\$1,001.04
\$1,001.04 Subtotal for Dept. Streets
\$1,001.04 Subtotal for Vendor

Grand Total **\$2,319,487.26**

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 04/15/14

Payroll Disbursements

3/25/14	Exceptions	\$	596.66
3/25/14	Benefits & Deductions	\$	70.82
4/2/14	Exceptions	\$	1,813.70
4/2/14	Benefits & Deductions	\$	243.41
4/7/14	Fire Payroll	\$	169,272.21
4/7/14	Benefits & Deductions	\$	31,612.83
4/10/14	City Payroll	\$	1,141,048.59
4/10/14	Benefits & Deductions	\$	210,896.79
4/9/14	Exceptions	\$	2,660.40
4/9/14	Benefits & Deductions	\$	536.28

	Total Payroll	<u><u>\$ 1,558,751.69</u></u>
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Additional Fees

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

	Total Additional AP	<u><u>\$ -</u></u>
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March 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Establish Public Hearing for New Restaurant Liquor License #24

Recommendation:

That Council, by minute action, establish May 6, 2014, as the Public Hearing date for the consideration of the issuance of a new Restaurant Liquor License #24, from JHT Restaurant Inc., d.b.a Lime Leaf Asian Bistro located at 845 E 2nd Street.

Summary:

An application has been received for a new Restaurant Liquor License #24, from JHT Restaurant, Inc., d.b.a Lime Leaf Asian Bistro located at 845 E 2nd Street.

As required by State Statute, a notice must be published in a local newspaper once a week for four consecutive weeks.

April 2, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director

SUBJECT: Establish Public Hearing for Transfer of Ownership of
Retail Liquor License #8

Recommendation:

That Council, by minute action, establish May 6, 2014, as the Public Hearing date for the consideration of the Transfer of Ownership of Retail Liquor License #8, Crossroads View, Inc., to d.b.a Elevations (formerly Sidelines) located at 1121 Wilkins Circle.

Summary:

An application has been received for a Transfer of Ownership of Retail Liquor License #8, Crossroads View, Inc., to d.b.a Elevations (formerly Sidelines) located at 1121 Wilkins Circle.

As required by State Statute, a notice must be published in a local newspaper once a week for four consecutive weeks. Therefore, the earliest date the public hearing could be held is May 6, 2014. The State of Wyoming Liquor Division will duly review the application. The Fire Department, Police Department, Planning and Community Development, and the Health Department will review this business and address.

April 7, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of a zone change of various lots within the Natrona County High School Campus from R-4 (High Density Residential) to ED (Educational District).

Recommendation:

That Council, by minute action, establish May 6, 2014 as the public hearing date for the consideration of an ordinance approving a zone change of Lot 6, Block 83; Lots 7-14, Block 84; Lots 1-12, Block 92; and Lots 1-3 & 13-15, Block 93, Casper Addition, from R-4 (High Density Residential) to ED (Educational District).

Summary:

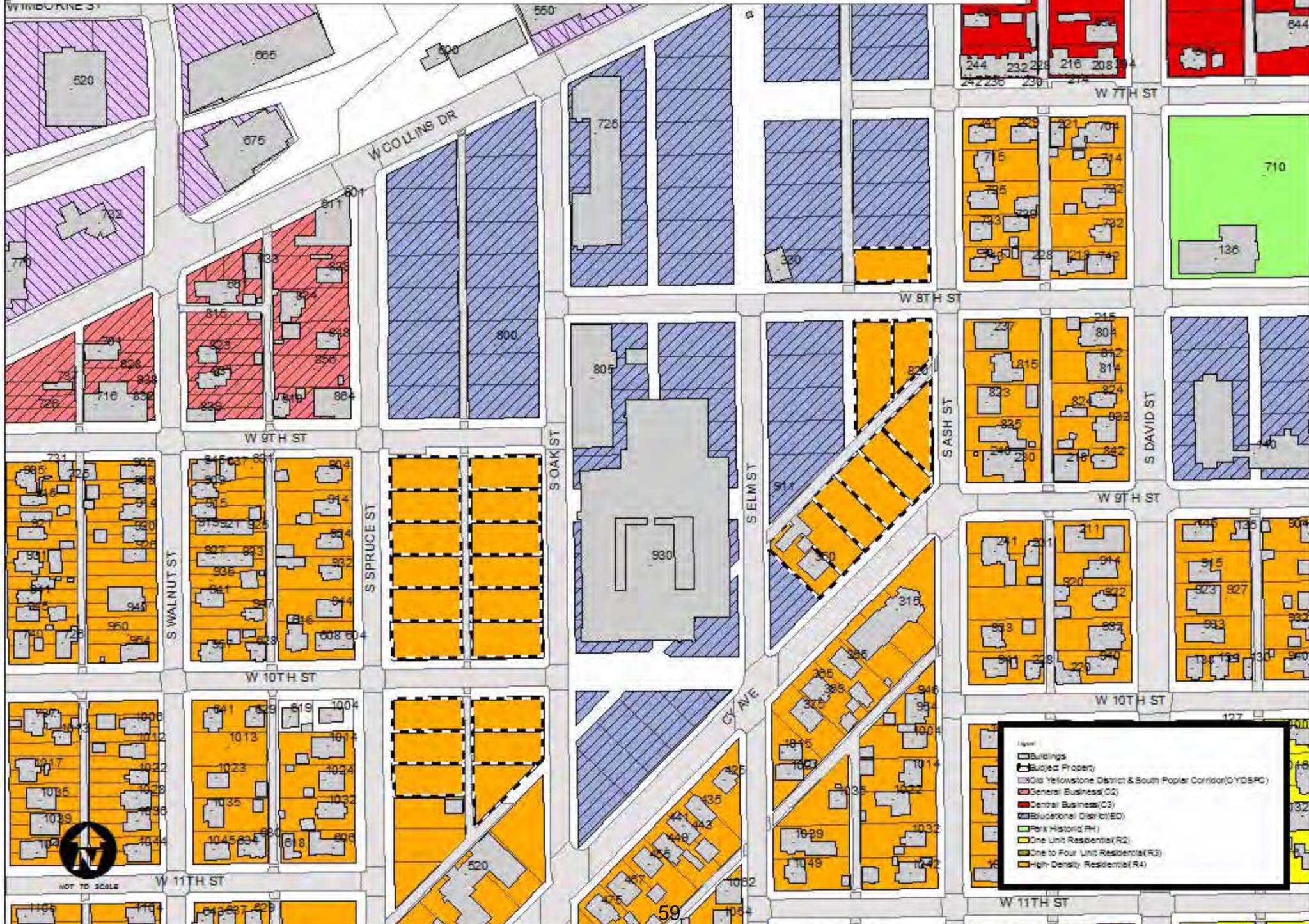
Natrona County School District No. 1 has requested a zone change of multiple lots from R-4 (High Density Residential) to ED (Educational District). The City Council recently approved the overall Natrona County High School Campus Master Plan, at the end of 2013. The overall campus master plan involves the demolition and reconstruction of a large portion of the existing school, as well as major changes to the layout of the entire campus. The school district is planning on a 2018 completion of the overall campus reconstruction.

The implementation of the new campus master plan involved the acquisition of numerous residential lots on the periphery of the campus. The residential structures on the newly acquired lots have been recently demolished, and the next phase in the redevelopment of the area is to consolidate the zoning of those former residential lots, as well as lots within the campus still zoned R-4 (High Density Residential), to ED (Educational District) to create consistent zoning within the entire campus. Schools are listed as a permitted use in both the R-4 (High Density Residential) and the ED (Educational District) zoning districts.

The Planning and Zoning Commission approved the zone change at their public hearing on March 25, 2014, and is forwarding a “do-pass” recommendation to the City Council. At the public hearing, neighbors spoke in opposition to the zone change citing concerns with increased traffic and poor traffic enforcement in the area surrounding the school. The Planning and Zoning Commission asked that the Council be made aware of the neighbors’ concerns, and requested that the City and School District work together to

both educate the student drivers and increase traffic enforcement. Additional neighborhood outreach was also requested.

NATRONA COUNTY HIGH SCHOOL CAMPUS



Legend	
	Buildings
	Building Property
	Old Yellowstone District & South Poplar Corridor (OYDSPC)
	General Business (G2)
	Central Business (C3)
	Educational District (ED)
	Park Historic (RH)
	One Unit Residential (R2)
	One to Four Unit Residential (R3)
	High-Density Residential (R4)



NOT TO SCALE

April 7, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: Establish public hearing date for consideration of a plat creating the JTL Industrial Park.

Recommendation:

That Council, by minute action, establish May 6, 2014 as the public hearing date for the consideration of a plat of a portion of the NW1/4SE1/4 & NE1/4SW1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create JTL Industrial Park, comprising 3.611-acres, more or less, located at 1525 East E Street.

Summary:

Casper Concrete Company has applied to plat 3.611-acres, more or less, located at 1525 East E Street, to create the JTL Industrial Park. The subject property is zoned M-1 (Limited Industrial) and is the location of the former JTL batch-plant, which is presently not operational. Land uses in the immediate area are commercial and industrial. The plat is creating two (2) lots, both with frontage on East E Street. The southern lot, Lot 2, is a flag-shaped lot, with road frontage on its east side, with secondary access via an access easement on its west end. The purpose of the plat is to facilitate the future redevelopment of the property.

The plat meets all City minimum requirements, and the Planning and Zoning Commission approved the plat at their public hearing on March 25, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against the plat.

JTL INDUSTRIAL PARK



N MCKINLEY'S
N JACKSON ST
N WASHINGTON ST
N ELMA ST
JANE ST
BERNADINE ST
HELEN ST
BARBARA ST
UNNAMED RD
E F ST
US INTERSTATE I-25
CE ST
N JACKSON ST
N WASHINGTON ST
N MELROSE ST
N CONWELL ST
N WILSON ST
N FENWAY ST
N KENWOOD ST
BURINGTON AVE
PRIVATE ACCESS

Legend
■ Subject Property



April 7, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish public hearing date for consideration of a plat creating the BME Investments Addition No. 1.

Recommendation:

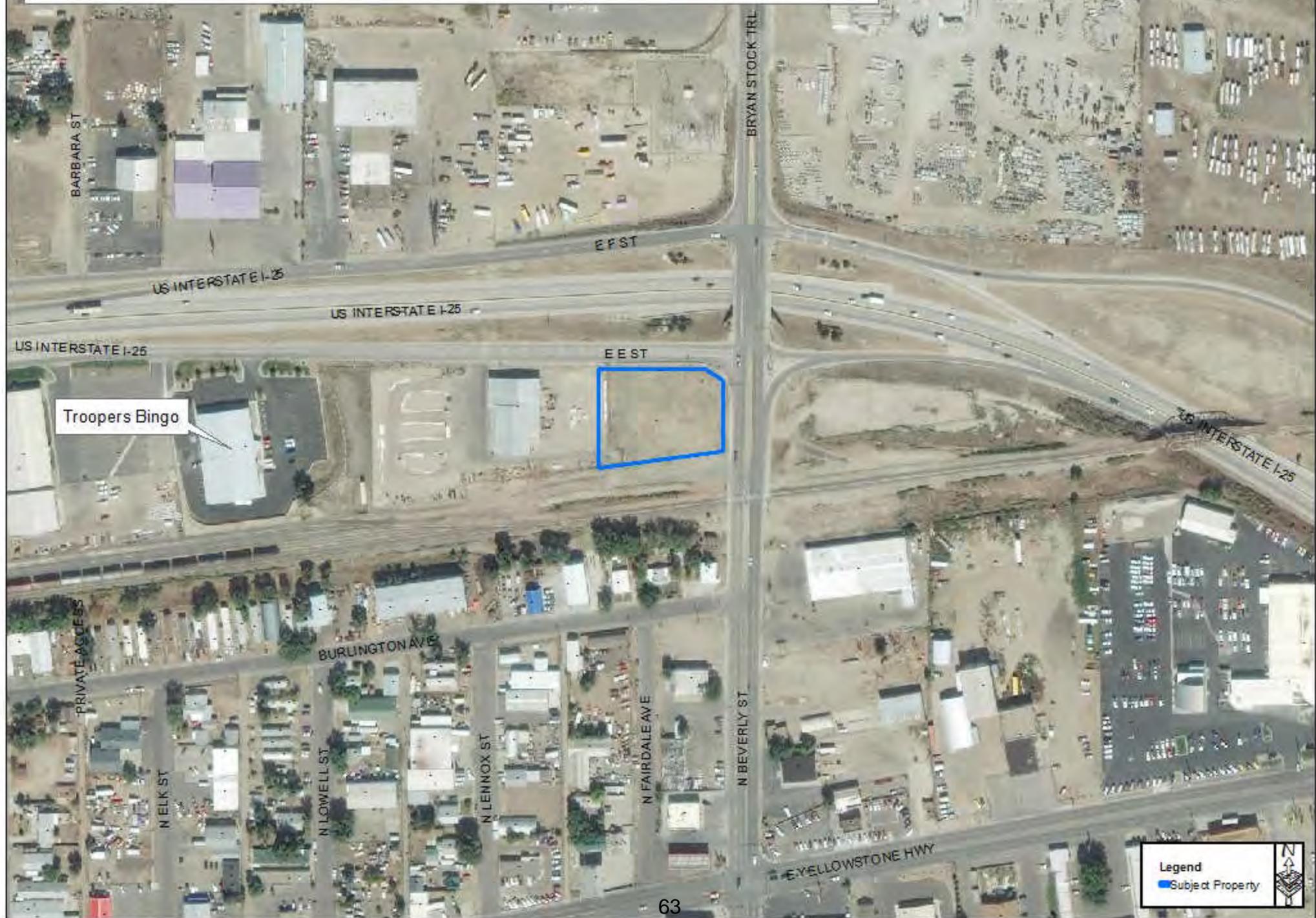
That Council, by minute action, establish May 6, 2014 as the public hearing date for consideration of a plat of a portion of the NE1/4SE1/4 of Section 3, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create BME Investments Addition No. 1, comprising 1.060-acres, more or less, located at the southwest intersection of North Beverly Street and I-25.

Summary:

BME Investments, LLC, has applied to plat 1.060-acres, more or less, located at the southwest intersection of North Beverly Street and I-25 to create the BME Investments Addition No. 1. The subject property is zoned M-1 (Limited Industrial) and is currently undeveloped. Existing land uses in the surrounding area are commercial and industrial. The proposed plat is creating a single lot. Staff recently reviewed and approved a site plan for an 11,840 square foot Frito Lay distribution warehouse on the property. A condition of the site plan approval was that the property was required to be platted, in compliance with Casper Municipal Code and Building Code requirements. Although the property has frontage on two (2) public streets, practical access to the property will be via an access easement, located to the south of the property.

The plat meets all City minimum requirements, and the Planning and Zoning Commission approved the plat at their public hearing on March 25, 2014, and is forwarding a “do-pass” recommendation to the City Council. There were no public comments either for or against the plat.

BME INVESTMENTS ADDITION NO. 1



Troopers Bingo

Legend
■ Subject Property

April 14, 2014

MEMO TO: John C. Patterson, City Manager 

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

SUBJECT: Proposed Uses of Program Year 2014/2015 Community Development Block Grant Funds

Recommendation:

That Council, by minute action, establish May 6, 2014 as the public hearing date to solicit community input toward the City of Casper's use of Program Year 2014/2015 Community Development Block Grant (CDBG) funds.

Summary:

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit community opinion in its submission of an Annual Action Plan outlining its proposed use of CDBG funds. After taking into account community input, the Housing and Community Development Division will prepare and publish a draft of the Annual Action Plan (AAP) to be available for a 30-day comment period. The CDBG allocation for FY2014/2015 is **\$264,192**.

A summary of the proposed projects follows:

- Transportation Programs: **\$35,000** for ridership tokens to low income individuals for The Bus and CATC.
- Housing Rehabilitation Assistance Program: **\$25,000** for assistance to low-moderate income (LMI) homeowners with emergency repairs and program-related costs.
- LifeSteps Campus Care: **\$50,000** for necessary repairs and capital improvements.
- General Administration Costs: **\$50,000** to provide for salary and benefits for one full-time employee.
- Housing Initiatives: **\$75,000** to continue to address the housing needs in Casper for emergency, transitional, and market affordable shelters and units.
- City Core Revitalization Activities: **\$20,000** for matching façade grants.
- Clearance and Demolition: **\$9,192** for activities that remove health and safety issues in LMI areas.

The projects must meet one of three national objectives of the CDBG program: benefiting the low income population of Casper, addressing slum and blight, and/or urgent need. To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members. The public hearing will be held on May 6, 2014 where a draft of the Program Year 2014/15 Annual Action Plan will be presented, and comments solicited. Review and final approval will be concurrent with City of Casper budget approval.

ORDINANCE NO. 6-14

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING FOR THE UJVARY ADDITION; AND ALSO APPROVING THE UJVARY ADDITION SUBDIVISION AGREEMENT

WHEREAS, the Joe and Vicki Ujvary Living Trust, dated July 28, 2006, and Jason and Ashley Ujvary have applied to annex, plat and zone as R-2 (One Unit Residential) a 2.63-acre parcel, located in and being a portion of the SW1/4SW1/4 Section 13, T33N, R80W, 6th P.M., Natrona County Wyoming, to create the Ujvary Addition; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and plat creating the Ujvary Addition, and the zoning of the same as R-2 (One Unit Residential), following a public hearing on February 25, 2014.

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

SECTION 1:

The annexation of a 2.63-acre parcel to create the Ujvary Addition is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating the Ujvary Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and the Joe and Vicki Ujvary Living Trust, dated July 28, 2006, and Jason and Ashley Ujvary for the Ujvary Addition is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

The Ujvary Addition shall be zoned R-2 (One Unit Residential).

SECTION 5:

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

PASSED on 1st reading the 1st day of April, 2014.

PASSED on 2nd reading the ____ day of _____, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2014.

APPROVED AS TO FORM:

Walker Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Doug Follick, Leisure Services Director
Andrew Beamer, P.E., City Engineer

SUBJECT: Contract for Professional Services with International Coliseums Company
Casper Events Center Refrigerated Ice Floor, Project No. 14-28

Recommendation:

That Council, by resolution, authorize a contract for professional services with International Coliseums Company (ICC) for project management, architectural, and engineering services related to the Casper Events Center Refrigerated Ice Floor Project, in the amount of \$237,000.

Summary:

Installation of a refrigerated ice floor at the Casper Events Center has been discussed for a number of years. With the recent donation of a \$1,000,000 towards the project from local philanthropist and businessman John Wold, ICC was consulted about providing project management, architectural and engineering services to complete the project. ICC has been instrumental in similar installations around the country.

Under the terms of this contract, ICC will provide project management services for pre-construction, demolition, and excavation, and the construction of a refrigerant ice floor piping system and equipment building. Architectural and engineering documents will be provided to publicly bid the improvements. ICC will coordinate all phases of construction, including monitoring the activities of the general contractor.

The estimated cost for the completed project is \$2,620,500. The balance of funding after the \$1,000,000 donation will come from Capital Project fund reserves.

A resolution is 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 _____, 2014, 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. International Coliseums Company, 14301 North 87th Street, Suite 214, Scottsdale, Arizona, 85260 ("Consultant").

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

RECITALS

- A. The City desires to install a refrigerated ice floor at the Casper Events Center.
- B. The project requires professional management, architectural, and engineering services.
- C. The Consultant 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 Consultant 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 Consultant shall provide project management, architectural, and engineering services to manage and prepare plans and specifications and provide construction administration services to install a refrigerated floor at the Casper Events Center, 1 Events Drive, Casper, Wyoming 82601. The Scope of Services shall be as described in Exhibit "A", proposal letter, from the Consultant dated March 31, 2014 attached hereto and made a part hereof.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of October, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this agreement and the terms of Exhibit "A", not to exceed a ceiling amount of Two Hundred Thirty-Seven Thousand Dollars (\$237,000). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit with the invoice a voucher 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 Consultant 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 Consultant 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 Consultant, 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 Consultant's authorized representatives.

The City and the Consultant 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONSULTANT
International Coliseums Company
14301 North 87th Street, Suite 214
Scottsdale, AZ 85260

By: _____

Printed Name: _____

Title: _____

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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant 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 Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant 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 Consultant 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 Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant 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 Consultant 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 Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant 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 Consultant 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 Consultant 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 Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

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

11.4 Consultant agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage 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 Consultant.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Consultant 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 City having the option to immediately terminate this Contract.

11.6 The Consultant 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.

12. INTENT:

Consultant 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 Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant 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. Consultant 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.



Mr. John Patterson
City Manager
City of Casper
200 N. David Street
Casper, WY 82601

March 31, 2014

Re: International Coliseums Company Project Management Proposal

Pursuant to our discussions regarding our interest in International Coliseums Company ("ICC") performing project management services for the proposed upgrades to the Casper Events Center; Refrigerated Ice Floor and improvements. Attached is our proposal for your consideration.

ICC will provide project management services for: pre-construction, demolition, excavation, disposal of concrete and material, and the construction of a refrigerant ice floor piping system and refrigerant equipment building. ICC will provide architectural and engineering documents for planning review and construction. ICC will engage GSG Architects to produce the Design/Engineering documents and construction bid packages. ICC / GSG along with City staff will manage the selection of competitive-qualified contractors for each phase of the project. See attached detailed Scope of Services and Draft-Summary of Estimated Costs.

Project management services will include development of the scope of work, solicitation of bid proposals, analysis / contractor negotiations, control budget, and the approval of all contractor invoices for payment while maintaining project schedule. Progress reports including cost analysis will be prepared monthly.

Delivering quality projects to the owners of all our past projects, ICC has expertise in managing the installations of a refrigerant ice floor systems and the installation of FF&E items in various facilities. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Bob Tamborski".

Bob Tamborski
Vice President and Director
International Coliseums Company

International Coliseums Company

A wholly owned subsidiary of Boston Pizza Restaurants, LP
14301 North 87th Street, Suite 214 • Scottsdale, AZ 85260
T. 480-993-0297
Website: www.coliseums.com



**Re: International Coliseums Company Project Management Proposal
Casper Event Center – Refrigerant Floor Installation**

SCOPE OF SERVICES

OBJECTIVE

Based upon our understanding of your objectives and goals, International Coliseums Company (“ICC”) will provide project management services to manage the upgrades required to accommodate a professional hockey team and recreational ice skating; including conversion of the existing concrete floor, installation of new refrigerant ice floor system, related chiller plant equipment, and dasher boards. ICC will also provide architectural and engineering documents necessary for planning review and construction of this project.

I. PLANNING AND PRCONSTRUCTION

- a. Define overall project goals and objectives to determine the scope of the project.
- b. Define the reporting requirements necessary for approval by City.
- c. Create a project schedule including allowances for the reasonable periods of time required for the review and approval by governmental authorities (if necessary) with jurisdiction over the project.
- d. Monitor the project schedule and make such revisions to the project schedule as needed to maintain the desired completion date.
- e. Develop and implement procedures for establishing communication between owner, insurance company, and other parties related to the project in order to provide all parties involved in the project with the type and quantity of information necessary for the management and administration of the project.

II. ARCHITECTURAL AND ENGINEERING DESIGN

- a. Define the location and size of plant equipment building and Zamboni ice melt pit.
- b. Complete all architectural and engineering drawings/documents necessary for permit and construction, utilizing part of the 1999 preliminary set of existing drawings.
- c. Provide detailed engineering drawings to cover the structural building design and all necessary plumbing, mechanical and electrical services.
- d. Prepare documents for bidding the construction of new ice plant equipment building, bid documents for refrigerant ice system, and FF&E items.

III. DEMOLITION, EXCAVATION AND DISPOSAL OF EXISTING FLOOR SLAB NEW CONCRETE FLOOR, PIPING, AND CONNECTION TO NEW PLANT EQUIPMENT

- a. Prepare Bid Packages for construction; analyze proposals for review by owner. Interview and recommend, as project manager, the most qualified contractor based on qualifications, past performance, cost of work, and presentation.
- b. Coordinate, as project manager, all phases of project construction, including monitoring the activities of the general contractor. Project manager shall at all times have access to the project whenever any work is in preparation or in progress.
- c. Review, recommend (approve, deny or partially approve) all construction draw requests and/or payments of the general contractor, for the project in a timely manner.
- d. Ensure that the general contractor publishes a project safety program which shall provide overall general safety guidelines concerning the performance of contractors.
- e. Require the contractor to provide records for any materials that require long lead-time and to certify to project manager that such materials have been ordered for timely delivery to the project. Contractor shall provide records confirming the quality of all specified materials.
- f. Receive, review for completeness and responsiveness contractors' submittals (e.g. shop drawings, product data, samples), and deliver them to ICC for review as provided in the Contract Documents.
- g. ICC shall determine, in its sole discretion, when the project and contractor's performance is substantially complete.

IV. SOURCE AND PROCUREMENT OF FF&E ITEMS: DASHER BOARDS, ZAMBONI'S, AND MISC. EQUIPMENT, ETC.

- a. Prepare Bid packages, analysis proposals for review by owner. Interview, recommend, and select as project manager, the most qualified vendor based on qualifications, past performance, cost of work, and presentation.
- b. ICC has developed extremely competitive sources for all FF&E items, including ice dasher boards, Audio/video scoreboards and other associated arena equipment.
- c. Coordinate, as project manager, all phases of project construction, including monitoring the activities of general and sub- contractors. ICC project manager shall at all times have access to the project whenever any work is in preparation or in progress.
- d. Review, recommend (approve, deny or partially approve) all construction draw requests and/or payments of general contractor, for the project in a timely manner.
- e. Ensure that the general contractor publishes a project safety program which shall provide overall general safety guidelines concerning the performance of contractors.

V. POST CONSTRUCTION AND PROJECT CLOSE-OUT

- a. The Post Construction and Project Close-Out Phase shall commence at equipment start-up and making of the first sheet of ice.
- b. Receive and review for conformity with the requirements of the contract documents, owner's manuals and the originals of any guarantees, warranties, releases, and waivers. ICC shall assist owner/operator with the check-out of plant and operations of equipment in the initial start-up and testing of such equipment and systems.
- c. Review and verify the completion of all punch list items with owner prior to the issuance of a final payment certificate.
- d. Provide appropriate assistance in accordance with the terms of this agreement in the utilization of: any equipment or system such as initial start-up or testing, adjusting, and balancing of the structural, electrical, vertical transportation, mechanical, heating, ventilation, air conditioning, building automation, building security, fire and life safety, ice making, scoreboard, signage, and other systems of the project.

VI. FEE AND REIMBURSABLE EXPENSES

a. Project management all phases:

ICC project manager will be reimbursed for Services performed; General Conditions - actual salary/benefits and reasonable and customary travel expenses. ICC’s Management Fee is based on the Draft – Construction Budget. See the attached proposed Draft Summary of Estimated Costs.

ICC Management Fee includes all corporate overhead (ICC President, Accounting, and Administration), to be billed monthly as a percentage of completion.

b. ICC’s Services, A/E Services, Management Fee, and reimbursable expenses billed monthly; are due within 30 days of submittal to City of their approved invoice and supporting documentation.

Notices

All notices required or permitted to be given pursuant to this agreement shall be in writing and delivered personally or sent by registered or certified mail, return-receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If intended for Owner, to:

City of Casper, WY
Mr. John C. Patterson
City Manager
200 N. David Street
Casper, WY
Tel: (307) 235-8224

If intended for ICC, to:

International Coliseums Company
Mr. Robert Tamborski
Vice President and Director
14301 North 87th Street, Suite 214
Scottsdale, Arizona 85260
Tel: (480) 993-0297

Limitation of Liability

In no event shall either party be liable hereunder for consequential, indirect, special or incidental damages of any kind, whether or not such party was aware of the possibility of such damages.

By: _____

By: _____

Title: _____

Rick Kozuback
President – International Coliseums Company

Date: _____

Date: _____



DRAFT - SUMMARY OF ESTIMATED COSTS

12/9/2013

PROJECT: Arena Ice Floor System and Equipment
LOCATION: Casper, WY

Project Assumptions

Ice floor & equipment needed for CHL hockey team
Refrigerant plant room addition (APPROXIMATELY)

Plant Equipment room to be external and adjacent to load-in bay. 2400 sq. ft.

Project Soft Costs, Professional Fees, ICC

Event Center

A/E Design Fees Reimbursable	\$ 60,000.00	
Testing services	\$ 5,000.00	
ICC - General Conditions	\$ 62,000.00	
ICC Project Management Fee	\$ 110,000.00	
Soft Costs, Professional Fees	\$ 237,000.00	\$ 237,000.00

Construction Capital Costs

2,400 \$/psf

1	GENERAL CONDITIONS		14,760	6.15
	Contractor's Liability Insurance		1,272	0.53
	Builders Risk		4,500.00	
	Performance and Payment Bond		1,992	0.83
	Construction Management Fee		9,696	4.04
	Building Permits and Fees		8,500.00	
2	SITEWORK		8,256	3.44
3	CONCRETE		18,312	7.63
4	Masonry		44,400	18.5
5	METALS		936	0.39
6	WOOD & PLASTICS		240	0.1
7	THERMAL/MOISTURE PROTECTION		840	0.35
8	DOORS & WINDOWS		39,672	16.53
9	FINISHES		14,856	6.19
10	SPECIALTIES		2,544	1.06
	Ice Floor & Plant equip - (Saw cut existing floor, chiller plant-160-180-ton and evap cooling tower,DDC controls)	Ice Floor Demolition	110,000	
11		New cold & warm water piping; new concrete slab.	475,000	
		Refrigeration plant; compressors & cooling tower	575,000	
12	FURNISHINGS		648	0.27
	Fire Suppression		5,928	2.47
13	SPECIAL CONSTRUCTION		10,344	4.31
14	Plumbing		34,512	14.38
15	MECHANICAL		72,024	30.01
16	ELECTRICAL		92,304	38.46
	FIRE ALARM SYSTEM		3,528	1.47
	Contingency		\$ 100,000.00	
	Construction costs (sales tax excluded)		\$ 1,650,064.00	\$ 1,650,064.00

SUMMARY OF ESTIMATED COSTS (cont.)

Estimated FF&E Costs

Dasher Boards (alum. frames, acrylic 590 plus shielding, supervised instal	\$	208,950.00	
Steel Ice dam needed to remove boards for concerts	\$	35,375.00	
Dasher Board netting - retractable ends-non electric	\$	18,600.00	
Standard white backer panel - 3 sides of rink	\$	14,720.00	
Zamboni (rink requires 2)			1
			1-used/refurbished
Zamboni spare parts	\$	2,800.00	Parts needed for operation
Ice edger and tools	\$	3,500.00	
Ice painting equipment & training	\$	11,000.00	
Rubber flooring (approx.)	\$	60,000.00	
Ice cover (required for change over ice floor)	\$	120,000.00	
<u>OPTIONAL EQUIPMENT</u>			
Optional Storage carts for Dasher Boards-8 stackable		(\$12,250)	
Optional Storage carts for Dasher Board Glass-8 stackable		(\$13,450)	
CONTINGENCY	\$	100,000.00	
Subtotal Project FF&E Costs	\$	733,345.00	
Sales Tax on FF&E excluded			
Total Project FF&E Costs	\$	733,345.00	\$ 733,345.00

OVERALL ESTIMATED PROJECT COSTS	\$ 2,620,409.00
--	------------------------

NOTES:

- a) Overall estimates includes \$200,000. contingency
- b) Estimate assumes that only chiller plant located outside, Zamboni storage & pit also outside
- c) Estimate does not include changes to existing arena mechanical system.
- d) Estimate is for plant room and ice dump pit and FF&E items only.
- e) Site work budget is for costs associated with the plant room.
- f) All offsite costs are not included.
- g) Soil Conditions are unknown. Estimate assumes a slab-on-grade, shallow foundation
- h) Estimate assumes that all utilities are ready and available on-site
- i) Any costs associated with financing or construction debt servicing are not included
- j) **Sales tax is not included in project construction or FF&E costs.**
- k) **Location of plant building may need to move slightly to avoid main electric supply lines underground.**
- l) **Unknown what extend if any need to be made to the telescopic bleachers to accommodate the player boxes.**
- m) **Value Engineering along with Construction bidding may bring additional savings of the overall cost.**

RESOLUTION NO. 14-89

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INTERNATIONAL COLISEUMS COMPANY FOR THE CASPER EVENTS CENTER REFRIGERATED FLOOR PROJECT.

WHEREAS, the City of Casper desires to secure professional management, architectural, and engineering services to install a refrigerated floor at the Casper Events Center; and,

WHEREAS, International Coliseums Company is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with International Coliseums Company for those services more specifically delineated in the contract for professional services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed Two Hundred Thirty-Seven Thousand Dollars (\$237,000.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 7, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Doug Barrett, Building and Code Enforcement Manager
Shelley LeClere, Code Enforcement Supervisor

SUBJECT: Contract for the Clean up of Weeds and Litter

Recommendation:

That Council, by resolution, authorize one-year contracts with Cowdin Cleaning, AAA Landscaping, Boomtown Commercial Sweeping LLC, and D.Q.'s Land Service Maintenance for weed and grass cutting and removal, and litter and trash removal within the City of Casper, commencing May 1, 2014, and continuing through April 30, 2015.

Summary:

On March 2, 2014 and March 9, 2014, the City publicly advertised a Request for Proposal for weed and grass cutting and removal, and litter and trash removal. Interested parties were asked to pick up a Scope of Services at the Community Development Department, and submit a proposal to the Community Development Director by 4:00 p.m., March 14, 2014.

The City is in receipt of four (4) bids from local contractors for the above. Due to the nature of our assignments and the fact that the above companies have other clients, it is important that the City have four (4) contractors to fall back on. Therefore, staff recommends the bid be awarded for weed and grass cutting and removal, and litter and trash removal to all four (4) contractors. The City will distribute work to each contractor on a rotating schedule, to the extent that it is possible, based on the individual workload, their manpower and deadline date of the project. The four contractors and their fees are as follows:

Cowdin Cleaning

2. Individual platted lots or areas of 2,500 square feet or less shall be **\$0.025** per square foot.
3. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.015** per square foot.
4. Lots greater than 5,000 square feet shall be **\$0.014** per square foot.

5. Litter and trash removal shall be **\$50.00** per cubic yard to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires, appliances, paint and oil.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

AAA Landscaping

1. Individual lots of 2,500 square feet or less shall be **\$0.0104** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.0093** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.0091** per square foot.
4. Litter and trash removal shall be **\$30.50**, per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires, appliances, paint and oil.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Boomtown Commercial Sweeping, LLC

1. Individual lots of 2,500 square feet or less shall be **\$0.025** per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.02** per square foot.
3. Lots greater than 5,000 square feet shall be **\$0.015** per square foot.
4. Litter and trash removal shall be **\$45.00** per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires, appliances, paint and oil.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

D.Q.'s Land Service Maintenance

1. Individual lots of 2,500 square feet or less shall be **\$0.010** per square foot.
5. Lots between 2,501 square feet and 5,000 square feet shall be **\$0.0085** per square foot.
6. Lots greater than 5,000 square feet shall be **\$0.0081** per square foot.
7. Litter and trash removal shall be **\$30.00** per cubic yard, to remove, transport, and dispose of legally.
 - a. Additional disposal fees shall be surcharged for items requiring extra landfill fees, such as tires, appliances, paint and oil.
 - b. In the event that additional heavy equipment, such as a backhoe or forklift, is required, rental cost of said equipment shall be reimbursed by the City of Casper.

Based on the above, staff has determined that all four (4) contractors (i.e., Cowdin Cleaning, AAA Landscaping, Boomtown Commercial Sweeping LLC, and D.Q.'s Land Service Maintenance) should be awarded a one-year contract for weed and grass cutting and removal, and litter/trash removal within the City of Casper.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into this ____ day of April 2014 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. Cowdin Cleaning, 576 Pershing Street, Casper, WY 82601 (“Contractor”).

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

RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed and grass cutting, weed and grass removal, and litter and trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor

shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2014**, and terminate on **April 30, 2015**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be **\$ 0.025** per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be **\$ 0.015** per square foot.
- C. Lots greater than 5,000 square feet shall be **\$ 0.014** per square foot.
- E. Litter and trash removal shall be **\$50.00** per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this Contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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 with the invoice a voucher 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 AGREEMENT:

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:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

CONTRACTOR
Cowdin Cleaning

By: Sharon L. Cowdin

Printed Name: Sharon L. Cowdin

Title: Owner

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 ensure 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 to be provided 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 said subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. **INSURANCE AND INDEMNIFICATION:**

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

11.4 Contractor agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissioners, 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 negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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 property protection.

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.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into this ____ day of April 2014 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. AAA Landscaping, P.O. Box 50454, Casper, WY 82609 (“Contractor”).

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

RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed and grass cutting, weed and grass removal, and litter and trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The

Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2014**, and terminate on **April 30, 2015**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be **\$ 0.0104** per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be **\$ 0.0093** per square foot.
- C. Lots greater than 5,000 square feet shall be **\$ 0.0091** per square foot.

- D. Litter and trash removal shall be **\$30.50** per cubic yard to remove, transport, and dispose of legally.

No Charge shall be less than \$25.00

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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 with the invoice a voucher 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 AGREEMENT:

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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONTRACTOR
AAA Landscaping

By: _____

Printed Name: Anthony B. Gracia

Title: Owner

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 ensure 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 to be provided 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 said subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. **INSURANCE AND INDEMNIFICATION:**

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

11.4 Contractor agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissioners, 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 negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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 property protection.

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.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into this ____ day of April 2014 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. Boomtown Commercial Sweeping LLC, P.O. Box 1108, Evansville, WY 82636 (“Contractor”).

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

RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed and grass cutting, weed and grass removal, and litter and trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.

- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.
- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2014**, and terminate on **April 30, 2015**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$ 0.025 per square foot.

- B. Lots between 2,501 square feet and 5,000 square feet shall be \$ 0.02 per square foot.
- C. Lots greater than 5,000 square feet shall be \$ 0.015 per square foot.
- D. Litter and trash removal shall be \$45.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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 with the invoice a voucher 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 AGREEMENT:

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:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

CONTRACTOR
Boomtown Commercial Sweeping
LLC

By: 

Printed Name: Eric Faigle / Eric Robinson

Title: co-owners

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 ensure 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 to be provided 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 said subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. **INSURANCE AND INDEMNIFICATION:**

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

11.4 Contractor agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissioners, 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 negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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 property protection.

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.

CONTRACT FOR PROFESSIONAL SERVICES

PART 1 – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into this ____ day of April 2014 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. D.Q.’s Land Service Maintenance, 1041 South Wisconsin, #4, Casper, WY 82601 (“Contractor”).

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

RECITALS

- A. The City is undertaking hiring a Contractor to provide weed mowing and litter abatement services.
- B. The project requires professional services for weed and grass cutting, weed and grass removal, and litter and trash removal from designated lots, streets, alleys or other land within the City.
- C. The Contractor represents that it is ready, willing, and able to provide professional services to the City on lots, streets, alleys, or other land 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. The Community Development Director or her designee shall designate, in writing, those lots upon which Contractor shall cut weeds and grass to a height as determined by the Community Development Director or her designee.

- B. The Contractor shall, after cutting the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.
- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City areas, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials or condition of the lot to the Community Development Director or her designee.

2. TIME OF PERFORMANCE:

The services to be provided by the Contractor shall commence on **May 1, 2014**, and terminate on **April 30, 2015**, unless otherwise provided in this contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be **\$ 0.010** per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be **\$ 0.0085** per square foot.
- C. Lots greater than 5,000 square feet shall be **\$ 0.0081** per square foot.

- E. Litter and trash removal shall be **\$30.00** per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

Contractor's rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the project, plus the cost of customary and statutory benefits including, but not limited to, Social Security contributions, unemployment, excise and payroll taxes, Workers' Compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

In addition, the qualified individual or company contracted through this Contract may be asked on an as needed basis throughout the contract year for separate bids to address cleanup projects that involve weeds and litter.

Allowances for terrain, height of weeds or grass, access to the site, or any other conditions that may affect the costs of performing the work described above must be calculated into the bid. Said bid due date to be determined by the City of Casper Community Development Department on a case-by-case basis. Said bids should be submitted as agreed upon between the City and the Contractor no later than the due date set for a particular project.

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 with the invoice a voucher 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 AGREEMENT:

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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONTRACTOR
D.Q.'s Land Service Maintenance

By: 
Printed Name: CLIFTON QUALLS
Title: OWNER

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 ensure 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 to be provided 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 said subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. **INSURANCE AND INDEMNIFICATION:**

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not Applicable

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

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

11.4 Contractor agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissioners, 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 negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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 property protection.

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. 14-90

A RESOLUTION AUTHORIZING CONTRACTS WITH COWDIN CLEANING, AAA LANDSCAPING, BOOMTOWN COMMERCIAL SWEEPING LLC, AND D.Q.'S LAND SERVICE MAINTENANCE FOR WEED AND GRASS CUTTING AND REMOVAL, AND LITTER AND TRASH REMOVAL.

WHEREAS, the City of Casper desires to contract with Cowdin Cleaning, AAA Landscaping, Boomtown Commercial Sweeping LLC, and D.Q.'s Land Service Maintenance for weed and grass cutting and removal, and litter and trash removal; and,

WHEREAS, the fees for said services are set forth in the above referenced contracts; and,

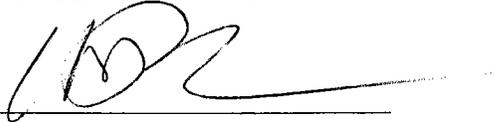
WHEREAS, the Contractors are responsible for obtaining all necessary permits and prescribed fees.

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, contracts with Cowdin Cleaning, AAA Landscaping, Boomtown Commercial Sweeping LLC, and D.Q.'s Land Service Maintenance for weed and grass cutting and removal, and litter and trash removal, in amounts not to exceed those set forth in the contracts.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contracts.

PASSED, APPROVED, AND ADOPTED this ____ day of April 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 1, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Tracey Belser, Human Resources Director *TB*
SUBJECT: Amendment to the GBS Benefits, Inc. Contract

Recommendation:

That Council, by resolution, authorize an Amendment to the Contract for Professional Services between GBS Benefits, Inc. and the City of Casper to amend the Contractor's monthly compensation rate.

Summary

The City of Casper has used GBS Benefits, Inc. for Health Benefit consulting services since June 6, 2012. The services provided by GBS include employee benefit guidance specifically with the City's self-funded employee health and medical insurance plan, dental plan, flexible reimbursement plan, vision services plan, life insurance policies, long and short term disability, stop loss insurance and all other supplemental insurance policies.

GBS currently charges the City One-Thousand Dollars (\$1000.00) monthly for plan administration fees and they are compensated commission through selected vendors contracted with the City. Effective June 1, 2014, GBS will no longer bill the City plan administrative fees, as referenced above. Instead, GBS will continue to be compensated by way of standard commission from selected vendors and the City will pay for any reasonable travel and lodging expenses up to Ten-Thousand Dollars (\$10,000) annually for their brokers to conduct onsite visits to Casper as needed.

A resolution has been prepared for Council's consideration.

**AMENDMENT NO. 01-14
TO THE GBS BENEFITS, INC. CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this ____ day of April, 2014, by and between the following parties:

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

2. GBS, Inc. (GBS Benefits) “Contractor,” 465 South 400 East, Suite 300, Salt Lake City, UT 84111.

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

RECITALS

- A. On June 6, 2012 the parties entered into a *Contract for Professional Services* (“Contract”) for Professional Employee Benefit Consultant services.
- B. The City currently pays the Contractor a monthly administrative fee of one thousand dollars (\$1,000).
- C. Effective June 1, 2014, the parties desire to amend the Contractor’s monthly compensation rate by way of standard commission from selected vendors, and the City will only need to reimburse GBS for any reasonable travel and lodging expenses for their brokers to conduct onsite visits.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO SECTION 4. COMPENSATION

Section 4. Compensation which begins with, “In consideration of the performance of services rendered under this Contract,” is deleted in its entirety and replaced with the following:

“In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with section 1, by way of standard commission from selected vendors, and the City will only need to reimburse the

Contractor for any reasonable travel and lodging expenses for their Brokers to conduct onsite visits at the City. Travel and lodging expenses shall not exceed ten thousand dollars (\$10,000) annually. The City is not responsible for any taxes which may be associated with the Contractor's Brokers being reimbursed for travel and lodging expenses."

3. RATIFICATION

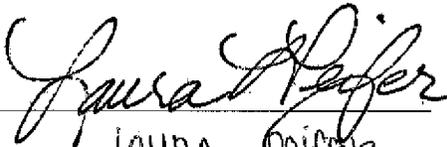
The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM:

CONTRACTOR
GBS Benefits, Inc.

CITY OF CASPER, WYOMING
A Municipal Corporation

By 
Printed Name: Laura Peltier
Title: Benefits Broker

Paul L. Meyer
Mayor

RESOLUTION NO. 14-91

AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES, GBS BENEFITS, INC.

WHEREAS, effective June 5, 2012, the City entered into a Contract for Professional Services for Employee Benefit Consultant Services.

WHEREAS, GBS currently charges a one thousand dollar (\$1000.00) monthly fee for consulting services.

WHEREAS, effective June 1, 2014 GBS will no longer charge the City a one thousand dollar (\$1000.00) monthly for consulting services.

WHEREAS, GBS will be compensated by way of standard commission from selected vendors and the City will only need to reimburse GBS for any reasonable travel and lodging expenses for their brokers to conduct onsite visits at the City.

WHEREAS, the City of Casper desires to work with GBS to continue such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment 01-14 to the above referenced contract.

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 Contract, as amended.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 201__.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract for Professional Services with Altitude Recycling Equipment
Casper Baler Conveyors Rebuild

Recommendation:

That Council, by resolution, authorize a contract for professional services with Altitude Recycling Equipment, (Altitude) in the amount not to exceed \$405,463, for the Casper Baler Conveyors Rebuild, Project No. 14-27.

Summary:

In 1984, the City of Casper constructed the baler building at the Casper Regional Solid Waste Facility. Two Mayfran International conveyors were purchased and installed during construction. The conveyors move mixed garbage from the pit floor of the baler building where customers dump waste to balers located on the lower floor. The conveyors have not been replaced or rebuilt since 1984. Some minor repairs were done to the belts and skirts of the conveyors in 1997, and now the belts, bearings, and skirts are all in need of replacement. Because the balers are not operating, it is a good time to address the conveyor needs.

City staff researched the cost to replace the conveyor versus a rebuild, and determined rebuilding the conveyors (because the steel structures are in good condition) is significantly less expensive. The cost to rebuild the conveyors is \$405,463, and the cost to replace the conveyors is \$569,240 - an approximate 30% reduction in cost.

Mayfran International is known in the solid waste industry as the leading manufacturer of trash moving conveyors. Mayfran International has equipment in solid waste facilities throughout the world and has a distributor in the Rocky Mountain Region of the United States. Altitude, located in Denver, Colorado, is the Mayfran international distributor, and has an excellent relationship with the City fleet and Solid Waste Manager due to their excellent service and quality equipment.

Altitude provided a scope of work to perform a complete rebuild of the conveyors including replacement of the conveyors belts, bearings and skirts. The rebuild scope of work includes the same one- year Mayfran International warranty as would be received for the purchase of a new Mayfran International conveyor. The work to complete the rebuild of both conveyors shall be within four months or by August 15, 2014.

In the past, Altitude has been instrumental in negotiating with Mayfran International to provide low cost, high quality conveyor parts, and has consistently provided high quality services. Staff

recommends awarding a professional services contract with Altitude to perform a complete rebuild of the City's two baler conveyors located at the Casper Regional Solid Waste Facility. The cost to rebuild the conveyors is included in the Balefill rate model, and the funding will be provided from the Balefill cost center through a budget amendment request.

A resolution is 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 _____, 2014, 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. Altitude Recycling Equipment, LLC, 5410 S Cathay Way, Centennial CO 80015 ("Contractor").

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

RECITALS

A. The City is undertaking rebuilding its two (2) 30-year old Mayfran International baler conveyors.

B. The project requires professional services for Mayfran to prepare engineering drawings and work plan for rebuilding the City's Mayfran baler conveyors and Mayfran's distributor, the Contractor, to manage the rebuild project No. 14-27.

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. Purchase, replace, and install Mayfran conveyor belts.
- B. Purchase, replace, and install shaft bearings.
- C. Perform conveyor repairs and modifications as described in Exhibit A.
- D. Provide Mayfran's warranty and standard condition of sale for all equipment purchased and its installation as described in Exhibit "B".

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 15th day of August, 2014.

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 Four Hundred Five Thousand, Four Hundred Sixty- Three Dollars (\$405,463).

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:
(Mayfran Baler Conveyors – Altitude Recycling)



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
Altitude Recycling Equipment, LLC
5410 S Cathay Way
Centennial CO 80015
720/545-5348

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

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

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage 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 Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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.

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.

EXHIBIT A



**CASPER NORTH & SOUTH BALERS
CONVEYORS REBUILD**

Altitude Recycling Equipment, LLC
altituderecycling.com
720-545-5348 • tyler@altituderecycling.com

**CONVEYOR BELT REPLACEMENT – HEAVY DUTY 3/8” THICK Z PAN,
CONVEYOR REBUILD, AND ADDITON OF INCLINE**

Customer: The City of Casper
1886 N Station Rd.
Casper, WY 82636

Date: March 19, 2014

<u>DESCRIPTION</u>	<u>PRICE</u>
MAYFRAN INTERNATIONAL EQUIPMENT	
North Conveyor S/N: 833017	
Replacement Heavy Duty 3/8” Thick Z-Pan Belt	\$ 78,213
Incline Modification to Existing Horizontal Conveyor	\$ 23,042
South Conveyor S/N: 833018	
Replacement Heavy Duty 3/8” Thick Z-Pan Belt	\$ 90,766
Incline Modification to Existing Horizontal Conveyor	\$ 23,042
*Equipment pricing includes maintenance manual	
EQUIPMENT SUBTOTAL:	\$ 215,063
FREIGHT	
Estimated Freight to Casper Wyoming	\$ 20,100
*Freight is estimate only, actual freight will depend on rates at time of shipment.	
*Rate is based on 3 truckloads because of weight. If only 2 truckloads are need price will be less.	
ONSITE REPAIR/REBUILD AND BELT INSTALLATION	
Conveyor Repair Labor	\$ 88,000
*Conveyor repair is expected to take 5 to 6 weeks total for both conveyors.	
*If baler hopper is already removed it will reduce labor cost, installation charge will be based on actual hours required to complete work.	
Incline Modification Labor	\$ 23,000
Conveyor Bearing Replacement Parts	\$ 16,200
Bearing Replacement Labor	\$ 13,000
Baler Hopper Modification	\$ 11,000
Lodging Cost	Customer to Provide
Living Expenses	\$ 5,100
Side Skirt Material	\$14,000

Altitude Recycling Equipment, LLC
altituderecycling.com
720-545-5348 • tyler@altituderecycling.com

Rental Equipment

Customer to Provide

12,000# Boom Forklift, 8,000# Forklift, Boom Lift, Scissor Lift

INSTALLATION SUBTOTAL: \$ 170,300

TOTAL COST: \$ 405,463

*Lead-time for belt replacement and conveyor rebuild: 8-10 weeks from receipt of accepted purchase order and down payment.

Payment Terms for equipment: 10% non-refundable payment upon placement of purchase order, 40% upon return of Casper approving & returning Mayfran's engineering drawings, 50% upon notification of readiness to ship.

*Terms for Installation: 50% Deposit 2 weeks before the repair is scheduled to begin. 25% due at the time the repair begins, Balance Due 10 days after completion.

*This proposal is subject to a final site survey and plan review conducted by Altitude after purchase order payment.

*No Consideration has been made by Mayfran to modify the cover over the conveyor for the new up curve and nose over. Additional charges may apply for this fieldwork if the modification goes over the time and material included in this proposal.

*Replacing all Shaft Bearings is included in this proposal and is strongly recommended; however, the Shaft Bearings will only be replaced during this repair if Casper staff approves.

*Permitting is not included in this proposal.

*Note that the work being done is considered a repair and the replacement of wear items on a conveyor belt. As the work is being performed recommendations for additional repair may arise and will be brought to the customers attention if the repair is required to bring the equipment back up to MFG specifications.

*No other work is implied and no other parts are included.

*Full access to the work area is required

*Proposal subject to Mayfran's warranty and standard conditions of sale

Altitude Recycling Equipment, LLC
altituderecycling.com
720-545-5348 • tyler@altituderecycling.com

EXHIBIT B



WARRANTY STATEMENT

- (a) **Material and Workmanship.** Mayfran International Inc. ("Mayfran") warrants that the equipment it provides shall be of the design and construction described in its Proposal and shall be free of defects in workmanship or materials. Should any failure to conform to this warranty appear within the first 2000 hours of operation, but not later than one year after shipment, Mayfran will, upon prompt notification thereof and substantiation that the equipment has been installed, maintained, and operated in accordance with both good industry practice and any specific recommendations, correct such nonconformity (including nonconformity to the specifications in Mayfran's Proposal) by in-place repair or, at its option, by furnishing a replacement part F.O.B. shipping point. Labor and equipment necessary to effect in-place repairs or component replacement are to be provided by the Buyer. Mayfran will only provide instructions and supervision to support each in-place repair. The effects of misuse, abuse, neglect, lack of proper maintenance (e.g. lubrication), corrosion, operation at other than design condition, or normal wear are specifically excluded from Mayfran's warranty.
- (b) **Performance.** All equipment will be inspected/tested/run to ensure proper operation and, to the extent practical, Mayfran will provide a one hour continuous runoff of equipment that is shipped pre-assembled. A 20-hour continuous dry runoff will be quoted upon request and may affect the price and delivery of the equipment quoted.

The only performance warranties extended by Mayfran are contained in Mayfran's Proposal, if any. Any through-put rates contained in the Proposal are based upon continuous operation of the equipment over the period specified, without regard to whether such operation will meet Buyer's needs. Mayfran disclaims all liabilities and responsibility with respect to Buyer's needs.

Mayfran's total responsibility under its performance warranty shall be considered fulfilled and the equipment accepted if performance tests show that the equipment meets the conditions of performance specified in the Proposal, if any, or if the equipment is not tested within 180 days of initial operation. In the event the equipment fails to meet the specified conditions of performance after properly conducted and evaluated tests, Mayfran reserves the right to make such alterations as may be necessary to meet the specified conditions.

- (c) **General.** Mayfran shall not be held responsible, nor shall allowance be made, for work done, equipment furnished, repairs or replacements made by Buyer or by others, unless prior written approval is given to Buyer by Mayfran.

With respect to accessory equipment and other vendor furnished-apparatus included in Mayfran's Proposal, warranties are limited to those extended to Mayfran by the respective manufacturers.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Correction of nonconformities whether, patent or latent, in the manner and within the period of time provided above, shall constitute the fulfillment of all liabilities of Mayfran with respect to the equipment, whether based on contract, tort, strict liability or other legal theory.

In no event shall Mayfran or its contractors, subcontractors, vendors or suppliers, be liable in contract, tort, warranty, strict liability or other legal theory for any special, indirect, incidental or consequential damages such as, but not limited to, loss of anticipated profits or revenue, non-operation, increased expense of operation of other equipment or costs of capital. The remedies of Buyer set forth herein are exclusive and the liability of Mayfran with respect to its contract or anything done in connection therewith, whether in contract, tort, warranty, strict liability or other legal theory, shall not exceed the purchase price of the equipment upon which liability is based. Buyer (if it will not be the ultimate owner or user of the equipment) shall obtain from the owner a written agreement that the owner will be bound by the remedies provided for herein. Buyer will also obtain from the owner a written release from consequential damages, to the extent provided for herein, in favor of Mayfran and its contractors, subcontractors, vendors, and suppliers.

Revised 09-05-03

Mayfran International • Mail: P.O. Box 43038 • Cleveland, Ohio 44143-0046 • 440/981-4700 • Fax: 440/981-5566
FloorOffice/Shipping Address: 1000 Delta Drive • Mayfield Village, Ohio 44131-2017



**STANDARD CONDITIONS OF SALE
(Applicable to All Quotations and Orders)**

- (1) **QUOTATIONS.** Written quotations are submitted for acceptance within 30 days from the date of issuance, or within such period as may be specified in the quotation. Verbal quotations are valid only on the day on which they are made.

A written quotation shall become a binding contract between the parties only if and when it has been accepted by the Purchaser and approved by an executive officer of the Company, both as provided on Mayfran International, Inc.'s ("the Company") standard proposal form, or when and if the Purchaser has issued an appropriate purchase order incorporating the entire quotation by reference and such purchase order has been accepted by an executive officer of the Company. In such event, the proposal shall constitute the entire contract between the parties, shall supersede all prior communications, either oral or written, and thereafter may be modified only by written instrument executed by the authorized representatives of the parties.
- (2) **ORDERS.** All orders are received subject to acceptance by an executive officer of the Company at its principal office in Cleveland, Ohio. All orders must be bona fide commitments, showing complete description of equipment, quantity, price and shipping dates required by the Purchaser.
- (3) **TERMS OF PAYMENT.** All terms are per quotation. A service charge of 1-1/2% per month or 18% annual (or as allowed by State Law), will be instituted for late payments.
- (4) **TAXES.** The Company's prices do not include sales, use, excise or other taxes. In addition to the contract price, the Purchaser agrees to pay all sales, use, excise and other taxes which may be levied, assessed or imposed upon the equipment or the sale thereof at any time at or after delivery thereof at the f.o.b. point to the carrier or the Purchaser. If any such taxes which have been collected by the Company from the Purchaser and paid to the taxing authorities are thereafter held inapplicable, the Company will refund the same to the Purchaser only to the extent that the same has been refunded to the Company by the taxing authority.
- (5) **RISK OF LOSS AND TITLE.** The purchaser assumes all responsibility for and risk of loss or damage to the equipment after delivery at the f.o.b. point to the carrier, at which time title thereto shall pass to the Purchaser, unless special contract terms are agreed upon whereby the Company actually receives the shipment.
- (6) **DAMAGES.** In no event shall the Company be liable for anticipated profits, consequential damages or loss of use of the equipment or of any installation into which the equipment may be put.
- (7) **DELAYS.** The company shall be entitled to an extension of time for the performance of any contract of sale in the event of and to the extent of any delays caused by lack of correct or complete data furnished by the purchaser, by changes or revisions in specifications requested or consented to by the purchaser, by tardy approval of drawings by the Purchaser, or by any cause or condition beyond the Company's reasonable control. By way of example, but not exclusion, any of the following shall be a cause or condition beyond the Company's reasonable control, namely: fire, strikes or labor trouble, orders of civil or military authorities, insurrections, riots, vandalism, car shortages, disasters, transportation delays, and inability to obtain competent labor or satisfactory materials or manufacturing elements at rates or prices than generally in effect.
- (8) **STORAGE.** Equipment on which manufacture or delivery is delayed due to any cause not within the Company's control may be placed in storage by the Company, either in the Company's plant or elsewhere, for the Purchaser's account and risk, and the Company's regular charges therefore and expenses in connection therewith shall be paid by the Purchaser promptly upon presentation of invoices; but if in the Company's opinion it is unable to furnish, obtain, or continue such storage, the Purchaser will, on request, provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith.
- (9) **PATENTS.** The Company agrees that it will at its own expense defend all suits or proceedings instituted against the Purchaser, and to pay any award of damages assessed against the Purchaser therein, to the extent that the same are based upon any claim that the equipment or any part thereof, sales thereof, or the normal use thereof for the purposes set forth in the purchase order constitutes an infringement of any patent of the United States, other than a claim relating to a process or a product thereof, provided the Purchaser gives to the Company immediate notice in writing of the institution of the suit or proceeding and permits the Company through its counsel to defend the same and give the Company all needed information, assistance and authority to enable the Company to do so. If in any such suit or proceeding the equipment or any part thereof is finally held to constitute infringement and its further use finally enjoined, the Company, within a reasonable time thereafter and at its election and expense will either (i) secure for the Purchaser the right to continue to use the equipment or part, either by obtaining a license for such continued use or by any other appropriate means, or (ii) replace such equipment or part or modify the same so as to render it non-infringing, or (iii) remove the entire equipment from the Purchaser's premises and refund to the Purchaser the sums therefore paid by the Purchaser to the Company for the equipment. The foregoing states the entire liability of the Company with respect to patent infringements.
- (10) **RETURNED EQUIPMENT.** The Company does not make a practice of permitting a Purchaser to return purchased Equipment or parts thereof to the Company and receive credit therefore except under unusual circumstances. Any such return of Equipment or parts for credit will be permitted only after written authorization has been obtained from the principal office of the Company in Cleveland, Ohio and only if all transportation charges are paid in advance by the Purchaser. The company will refuse to accept shipment of any equipment or parts unless the foregoing conditions have been complied with. Equipment built to a Purchaser's specifications cannot be returned for credit under any conditions.
- (11) **CANCELLATION.** No orders accepted by Company may be altered or modified by Purchaser unless agreed to in writing and signed by an authorized officer of the Company, and no such order may be cancelled or terminated by Purchaser except with the prior approval by an authorized officer of the Company and subject to the following terms and conditions or as provided for in the attached Company's Quotation.
 - (a) All work in connection with such order will be stopped within a reasonable time upon receipt of your request by the Company, and you agree to pay us for all work in process and any raw materials or supplies used, of for which commitments have been made by Company in connection therewith, on the basis of our full costs and expenses computed in accordance with this Company's standard practice, plus a reasonable profit.

standard conditions of sale mfa rev 12-0426.doc

RESOLUTION NO. 14-92

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ALTITUDE RECYCLING EQUIPMENT, LLC, FOR REBUILDING THE CITY'S TWO BALER CONVEYORS.

WHEREAS, the City of Casper purchased two (2) Mayfran International baler conveyors in 1984 which are now in need of major repair; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Altitude Recycling Equipment, LLC, to coordinate and perform a rebuild of the City's two (2) thirty (30) year-old baler conveyors; and,

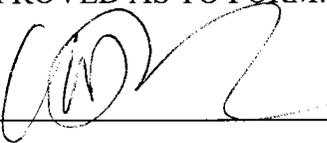
WHEREAS, Altitude Recycling Equipment, LLC, is able and willing to provide those services, specified as the North and South Baler Conveyor Rebuild, Project No. 14-27.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Altitude Recycling Equipment, LLC, to provide professional consulting services for the North and South Baler Conveyor Rebuild, Project No. 14-27.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, in the amount of Four Hundred Five Thousand Four Hundred Sixty-Three Dollars (\$405,463.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract for Professional Services with Stellar Programming & Consulting, Inc.
Software Development to Interface City Trash Container Data with RouteSmart
Project No. 12-55.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Stellar Programming & Consulting, Inc. (Stellar), in the amount not to exceed \$39,270, for Software Development to Interface City Trash Container Data with RouteSmart, Project No. 12-55.

Summary:

Stellar developed a commercial trash container software program for the City's Refuse Collection staff in 2009 which allows the supervisor to update the software system with new commercial customer address locations and remove commercial customer address locations where trash collection has been discontinued. In 2012, the City purchased RouteSmart software which is a software program used throughout the world for developing and managing efficient routes including trash collection and mail delivery routes. The Solid Waste staff was trained on the use of RouteSmart in 2013 and recently installed gps (global positioning system) sensors on trash truck arms to record the longitude and latitude of trash container locations.

To initiate use of RouteSmart software, the City's trash container data needs to be entered into and maintained in RouteSmart. To manually enter all the existing data in RouteSmart would require a minimum of 640 hours. To update RouteSmart with changes in commercial customer data would require 4 to 6 hours per week by the supervisor. To expedite the initial entry of data and to maintain needed weekly data changes into RouteSmart, an interface program is needed between RouteSmart software and the City's trash container data. The cost to develop an interface program will be recovered within one (1) year and save approximately \$7,300 per year in staff time.

Stellar currently provides annual software maintenance and assistance to Solid Waste staff related to managing their litter collection data, work order system information, and commercial trash container data. Stellar has been instrumental in assisting staff with implementing more efficient work processes and providing improved data reporting. Stellar has provided excellent customer services over the years. The Information Services Manager and the Solid Waste Manager recommend awarding Stellar a professional services contract to develop an interface program between the City's trash container data and RouteSmart.

Funding for these services will be from the Refuse Collection cost center.

A resolution is prepared for Council's consideration.

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer

SUBJECT: License Agreements with the Wyoming Department of Transportation
Sewer Line to Power Service, Inc. – 5635 Chapman Place

Recommendation:

That Council, by resolution, execute two license agreements with the Wyoming Department of Transportation (WYDOT), for installation of a sewer line within WYDOT right-of-way to serve Power Service, Inc., at 5635 Chapman Place.

Summary:

Power Service, Inc., located in the county at 5635 Chapman Place, is preparing to install a sewer main across WYDOT right-of-way to connect to the Airport Interceptor sewer main. As the sewer crossings occur in the City of Casper growth boundary and will ultimately be owned and operated by the City, WYDOT requires the City execute two license agreements for the installation. The license documents the conditions under which the facility may be installed and is required by WYDOT.

A resolution is 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 _____, 2014, 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. Stellar Programming & Consulting, Inc., P.O. Box 1751, Casper, Wyoming, 82602-1751 (“Contractor”).

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

RECITALS

A. The City is undertaking software development to significantly improve the efficiency of managing trash collection routes and container data.

B. The project requires professional services for software development to interface with the City’s trash route and container data with RouteSmart software.

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 as defined in Exhibit A, Scope of Work to Prepare Software to Interface between RouteSmart Software and City Residential and Commercial Route & Container Data.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before December 31, 2014.

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-Nine Thousand Two-Hundred Seventy Dollars (\$39,270), as defined in Exhibit B.

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:



(Stellar Programming – Software Interface)

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

CONTRACTOR:
Stellar Programming & Consulting, Inc.
PO Box 1751
Casper, WY 82602-1751

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

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

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage 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 Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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.

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.



Stellar Programming & Consulting, Inc.
Designing Custom Software since 1985!

PO Box 1751
Casper, Wyoming 82602-1751

307-262-3044
www.stellarstar.com

March 18, 2014

City of Casper - Solid Waste Division

Scope of Work to Prepare Software to Interface between RouteSmart Software
and City Residential and Commercial Route & Container Data

City Container Data and Route Data - ArcGIS add-in program design:

1. Purpose and Design of project:
 - a. To provide a platform to track and map commercial container data records for Solid Waste Management use.
 - b. To provide integration between the GIS Container layer and the Citizen Request System so that information can be shared on work orders for containers that are added or removed.
 - c. To use GIS mapping system to identify, locate and input container data records.
 - i. Users would be able to add, edit and delete containers, plus connect each container to a GEMS customer number.
 - ii. Mapping would be live at the time of record entry.
 - iii. This container data is to be used in conjunction with RouteSmart software for routing processes.
 - d. To make an efficient system that displays (read-only) GEMS customer sanitation transaction records on the same screen as the container information.
 - i. Each time a container record is brought up, the screen will allow the user to compare the SWM container location, size and pickup days with the GEMS customer and transaction information on the same screen.
 - ii. If there are data discrepancies between GEMS and SWM, the problem could be readily identified using this screen.
2. The application will be an ESRI add-in created in .Net.
3. Data Structures:
 - a. Stellar Route Data Tables
 - i. Customer Data Table

Exhibit A

1. CustomerUniqueID (Key)
 2. GEMS Customer Number (Billing information from GEMS can be displayed)
 3. Service Address (GIS Unique ID)
 4. Service Customer Name
 5. Service Contact Name
 6. Service Contact Phone
 7. Service Notes
 8. Active - Yes/No
- ii. Containers Data Table – there is one BinID for each container point on the map.
1. BinID (Key)
 2. Bin Address (This can be different from the “Service Address”)
 3. Container Size/Type
 4. Container Color
 5. Route
 - a. East
 - b. West
 - c. Recycle
 6. Pickup Days
 - a. Mon
 - b. Tue
 - c. Wed
 - d. Thu
 - e. Fri
 - f. Sat
 7. Service Type (from lookup table)
 - a. Commercial
 - b. Residential
 8. Pickup Type (from lookup table)
 - a. Aluminum Cans
 - b. Bin
 - c. Commercial OCC Bin
 - d. Haul All Bins
 - e. Magazines
 - f. Multiple Addresses
 - g. Office Paper
 - h. On Call
 - i. Recycle Depot
 9. Seasonal - Yes/No
 10. Active - Yes/No
 11. Bin Notes

12. X,Y Coordinates – Identify process for entry of coordinates and creation of points when added one-by-one or in a batch. This will require review of the data currently being collected and the RouteSmart database structures and routing processes.
 - iii. Customer-Containers Link Data Table – sets many-to-many relationships
 1. Data fields:
 - a. BinID (Key)
 - b. CustomerUniqueID (Key)
 2. For each BinID, multiple Customer records can exist. So, for one Bin there could be multiple Customers connected to that Bin.
 3. For each CustomerUniqueID, multiple Bin records can exist. So, one Customer can have multiple Bins.
 - iv. Lookup Data Tables
 1. Routes
 2. Container Sizes/Types
 3. Container Colors
 4. Service Types
 5. Pickup Types
 6. Pickup Days
 - b. Create Links to existing databases for Read Only data retrieval
 - i. GIS Addresses
 - ii. GEMS data
 1. Customer Billing address
 2. Customer's Current Transaction Codes/Account Numbers
 3. Recently billed transactions for each Customer – possibly include dates, batch and invoice numbers
 - iii. Spreadsheet data import considerations
 - iv. Network Fleet data import considerations
4. Processes to be included:
- a. Add/edit/view/delete Container Point
 - b. Add/edit/view/delete Customer and Container information
 - i. For any Container point on the map, display a Screen showing the Customer Data record(s) and Container data.
 - ii. Screen contents (shows upon data search request or map point information)
 1. Customer Data record(s) and Container fields to be edited, plus related GEMS Customers' billing records and transactions that are read-only.
 2. There may be multiple containers shown for a single customer.
 3. There may be multiple customers shown for a single container.
 - c. Connect a Container Point to a Customer Record
 - d. Connect a Customer Record to Container Point
 - e. Disconnect a Container Point from a Customer record

- f. Customer search - Allow the user to search for Customers and Containers
 - i. Fields for database searches by Customer. Search results display listing of customers that match search criteria.
 - 1. Service Customer Name
 - 2. Service Address
 - 3. GEMS Customer ID
 - 4. GEMS Billing Customer Name
 - 5. GEMS Current Transaction Code
 - ii. Fields for map filtering for Container. Search results display container map points that match search criteria.
 - 1. Container size
 - 2. Pickup Day
 - 3. Route
 - 4. GEMS Customer ID
 - iii. Customer/container can be selected from the search results list or from the map to show the Customer & Containers Screen.
- g. Notification of add, edit or deletion of a container:
 - i. When a container record is added or modified on the Stellar Route Tracking system, then notification can be sent to Citizen Request system users:
 - 1. via email to selected SWM staff members, and
 - 2. by adding database records to a log so that Citizen Request users can see all activity for added and edited containers.
 - 3. If log records exist that have not been viewed by the Citizen Request user, then an indicator will display on the Main Menu of the Citizen Request system.
 - ii. When a Citizen Request work order record is added where a customer's container is added or modified, the users of the Stellar Route Tracking system, will receive notification:
 - 1. via email to selected SWM staff members, and
 - 2. by adding database records to a log so that Stellar Route Tracking users can see all activity for Citizen Request work orders of added and edited containers.
 - 3. If log records exist that have not been viewed by the Stellar Route Tracking user, then an indicator will display on a screen in the Stellar Route Tracking system.
 - iii. The Citizen Request System and the Stellar Route Tracking will need to include these features.
 - 1. Add Log database table
 - 2. Log data table screen display with option to mark each record as 'viewed' with user/date&time stamp of user who viewed.
 - 3. Add email functionality using Outlook software on the user's local computer.

Exhibit A

4. Add notification indicator
- h. Reports and columns printed for each
 - i. Route Records Report – Choose Route (or all Routes) and Day (or All Days), sort by Customer Name OR by Service Address
 1. Service Customer Name
 2. Service Address
 3. GEMS No. (Show flag here if a GEMS customer number is not attached)
 4. Service Notes
 5. Subgroup of bins for each customer:
 - a. Bin ID
 - b. Container Size/Type
 - c. Container Color
 - d. TransCd
 - e. GEMS \$ Amount
 - f. Pick up days
 - g. Bin Notes
 6. Totals: number of customers printed, number of bins printed, number of bins of each size
 - ii. Containers with no Customer connected
 1. BinID
 2. Container Size
 3. Bin Address
 4. Route
 5. Pickup Days
 - iii. Containers with no Pickup Days
 1. BinID
 2. Container Size
 3. Route
 4. Service Address
 5. GEMS Customer Number
 6. GEMS Transaction Codes
 - iv. Customers with no Containers – toggle active/inactive/both
 1. Service Customer Name
 2. Service Address
 3. GEMS Customer Number
 4. GEMS Billing Name
5. Data collection and linking:
 - a. Original import of Container/Route data from:
 - i. The spreadsheets that Mary has done for RouteSmart
 - ii. OR, from the spreadsheets that JC works on.

- iii. From the Network Fleet data collection routines that Sean Orszulak is running on the trucks.
 - b. Container data will also come from daily operations for adds/edits/deletes of Container points.
 - i. Link Customer data records to GEMS Customers.
 - ii. New customers would be reported for entry into GEMS through the Citizen Request work orders that are currently in use.
 - c. Stellar will work with City IT to:
 - i. Identify and link to the GEMS data tables that need to be displayed.
 - ii. User permissions will be identified by Stellar and configured in the installed databases by the City IT staff.
 - iii. Stellar will provide City IT with new database and program files to be installed on the City's servers.
 - d. Process data for export to RouteSmart.
 - i. Identify structure and functionality of data collection for RouteSmart's processing.
 - ii. Help with parameters of import on RouteSmart side so RouteSmart data attributes do not get lost.
 - iii. Stellar Route Tracking data will not be linked 'live' to RouteSmart to make the data set easier to manage in RouteSmart.
 - 1. According to the information from RouteSmart, data imports will be immune from changes to the source data structures if an export/import process is used.
 - 2. Regardless of whether the import comes directly from tables in an SDE database or the results of an export, the user would need to do an import into RouteSmart to get the current container data.
 - e. Make rules using settings provided in the database table rights to allow only selected users the abilities to add/edit/delete Customer Records and Container Points.
- 6. Installation will be accomplished by coordinating efforts between Stellar, City IT and City SWM staff members.
 - a. Various database structures will need to be linked to, created and modified. City IT will need to be involved with these database operations.
 - b. The systems will be tested and reviewed with City SWM staff before final installation is scheduled.
- 7. Training for City staff members will be included.
 - a. Stellar will provide an explanation and demonstration to approximately 6 users of how to use this Stellar Route Tracking system and the changes to the Citizen Request System.
 - b. Support for initial data entry and verification of content will be provided to City Staff members.

8. Estimate

- a. Estimated time to complete this project as described above is approximately 357 hours
@ \$110.00 per hour = \$39,270.00.

Additions or changes to original project description will require additional billable hours.

Exhibit B -- Cost Estimate
 Commercial Route Container Data Management Software and Integration with the RouteSmart System
 Submitted by: Stellar Programming & Consulting, Inc.
 March 2014

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	ANNUAL TOTAL	Milestone DEADLINE
Stellar Container Data and Route Tracking - ArcGIS add-in program design and data for RouteSmart							
1. & 2. Purpose and Design - Finalize parameters before initial coding	10	HR	\$ 110.00	1.00	\$ 1,100.00		7/31/2014
3. Data Structures - Designs, including identification of imports, exports and relationships to all databases	50	HR	\$ 110.00	1.00	\$ 5,500.00		9/15/2014
4. Processes - Programming, including communication programming in Citizen Request system	205	HR	\$ 110.00	1.00	\$ 22,550.00		11/10/2014
5. Data Collection and Linking - Verify container data content; Run data import, export & link to at least 5 databases	57	HR	\$ 110.00	1.00	\$ 6,270.00		11/30/2014
6. Installation and Configuration of New Software - Testing Installation & Final Installation	15	HR	\$ 110.00	1.00	\$ 1,650.00		12/31/2014
7. Training and Support for City staff members	20	HR	\$ 110.00	1.00	\$ 2,200.00		12/31/2014
Total						\$ 39,270	12/31/2014

Notes:

1. Additions or changes to the original project description will require additional billable hours.
2. Completion date for the entire project is December 31, 2014.
3. Costs are in 2014 dollars. If services extend beyond 2014, hourly rates could increase.

RESOLUTION NO. 14-93

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH STELLAR PROGRAMMING & CONSULTING, INC., FOR SOFTWARE DEVELOPMENT TO INTERFACE CITY TRASH COLLECTION ROUTE AND CONTAINER DATA WITH ROUTESMART.

WHEREAS, the City of Casper purchased RouteSmart software in 2012 to streamline and improve the efficiency of trash collection for both residential and commercial customers; and,

WHEREAS, the RouteSmart software requires the City of Casper to enter all trash route and container data into the software; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Stellar Programming & Consulting, Inc., to develop software to interface between the City's trash route and container data both in Excel spreadsheets and ArcGIS; and,

WHEREAS, Stellar Programming & Consulting, Inc., is able and willing to provide those services, specified as City RouteSmart Interface Program, Project No. 12-55.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Stellar Programming & Consulting, Inc., to provide professional consulting services for the development of software to interface between City of Casper trash route and container data with RouteSmart software, Project No. 12-55, for the Casper Regional Solid Waste Division.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, with funds from the Balefill Cost Center, in the amount of Thirty-Nine Thousand Two-Hundred Seventy Dollars (\$39,270.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer

SUBJECT: License Agreements with the Wyoming Department of Transportation
Sewer Line to Power Service, Inc. – 5635 Chapman Place

Recommendation:

That Council, by resolution, execute two license agreements with the Wyoming Department of Transportation (WYDOT), for installation of a sewer line within WYDOT right-of-way to serve Power Service, Inc., at 5635 Chapman Place.

Summary:

Power Service, Inc., located in the county at 5635 Chapman Place, is preparing to install a sewer main across WYDOT right-of-way to connect to the Airport Interceptor sewer main. As the sewer crossings occur in the City of Casper growth boundary and will ultimately be owned and operated by the City, WYDOT requires the City execute two license agreements for the installation. The license documents the conditions under which the facility may be installed and is required by WYDOT.

A resolution is prepared for Council's consideration.

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

1. **Parties.** The parties to this License are City of Casper, hereinafter referred to as Licensee, whose physical address is 200 N. David St, Casper, WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a 8" PVC sanitary sewer line cased in 12" steel across WYDOT right of way.

hereinafter referred to as Facility, located in:

Section(s) 2 Township 33N Range 80W County (ies) Natrona
 Route 20-26 Milepost (RM) 6.16 Company Tracking Number: _____

GPS Coordinates:
 GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).
 For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.86169 Longitude -106.40257
 Exiting R/W: Latitude 42.86248 Longitude -106.40173

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	Dist. Ref. Number:
FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	Direction:
Offset:		Encroach Type:	Facility Type:

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

- a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee's expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which force a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.
- b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way. This plan sheet, shall be designated Exhibit "A" and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the license.
- Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
- Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- g. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
 - h. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
 - i. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
5. **Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
6. **General Provisions.**
- a. **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
 - b. **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
 - c. **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
 - d. **Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
 - e. **Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
 - f. **Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
 - g. **Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
 - h. **Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, its contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, its contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

- i. **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*, to cover such costs.
- j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
- l. **Sovereign Immunity.**

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

- m. **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 License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

- p. **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

LICENSEE

Printed Name and Title

Signature

Date

(_____) _____ - _____
Phone Number

(_____) _____ - _____
Fax Number

E-mail

AGENCY

District Representative Printed Name and Title

Signature

Date

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

1. **Parties.** The parties to this License are City of Casper, hereinafter referred to as Licensee, whose physical address is 200 N. David St, Casper, WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a 8" PVC sanitary sewer line cased in 12" steel across WYDOT right of way and pre-construction soil borings. hereinafter referred to as Facility, located in:

Section(s) 2 Township 33N Range 80W County (ies) Natrona
 Route US 20/26 Service Rd Milepost (RM) 0.08 Company Tracking Number: _____

GPS Coordinates:

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321). For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.86169 Longitude -106.40257
 Exiting R/W: Latitude 42.86248 Longitude -106.40173

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	Dist. Ref. Number:
FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	Direction:
Offset:		Encroach Type:	Facility Type:

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

a. **Condition of Approval.** As a condition of approval for this license, the Licensee agrees to locate the Facility identified by this license at the Licensee's expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act, to include the nature, location and depth of the Facility. The location and depth will be described on an engineering drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which force a deviation in excess of two feet from the approved horizontal alignment, the respective district maintenance engineer will be contacted prior to making the deviation, for approval of the deviation and an amended exhibit will be filed by the Licensee. See Plan/Staking Sheet.

b. **Plan/Staking Sheet.** The Licensee shall attach hereto a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way. This plan sheet, shall be designated Exhibit "A" and made a part of this License. Upon completion of the proposed work, the Licensee shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and the following requirements:

PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- Existing major utility facilities.
- Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- Legal description: Section, Township, and Range with North Arrow.
- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

AERIAL HIGHWAY CROSS SECTION

- Low sag design clearance above the high point of the roadway.
- Existing or proposed under-built facilities, including those by others.
- Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

BURIED HIGHWAY CROSS SECTION

- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
- If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be 11" x 17". Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- c. **Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the license.
- d. **Changes.** Any future alterations, modifications, or removals of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- e. **Limitations.** This license will not be modified, transferred, or assigned without the written consent of the Agency. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
- f. **Cancellation/Nullification.** The Licensee is required to notify the Agency in writing to cancel and/or nullify any issued license if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- g. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
 - h. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
 - i. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
5. **Responsibilities of Agency.** This license is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (dedeed) interest rests with the Licensee.
6. **General Provisions.**
- a. **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
 - b. **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
 - c. **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
 - d. **Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
 - e. **Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
 - f. **Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
 - g. **Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
 - h. **Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

If the Licensee is a political subdivision of the State, the following provision applies in lieu of the above cited paragraph:

The Licensee hereby agrees to indemnify and hold harmless the Agency against all loss, liability, and damage that arises out of any activities of the Licensee, its agents, employees, and contractors in the performance of any construction, maintenance, repair, or other work on the Agency's property.

Allegations or proof of negligence or other legal fault on the part of the Agency will not defeat the Agency's rights under this provision or relieve the Licensee, its contractors, and agents of their duty to indemnify and hold harmless the Agency, but the Agency will be responsible for any percentage of fault that may be attributable to it pursuant to law, and the obligation of the Licensee, its contractors and agents to indemnify and hold harmless the Agency will be reduced by the percentage of fault attributable to the Agency.

- i. **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*, to cover such costs.
- j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.

l. Sovereign Immunity.

For private (non governmental) entities (which include utility companies, railroads):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

For other governmental entities (municipality, county, board, commission, another state, water districts, sewer districts and other "instrumentalities" of local governments):

The State of Wyoming and Agency do not waive sovereign immunity by entering into this Agreement and the Licensee does not waive governmental immunity, except to the extent necessary for the Parties to pursue an agreement action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the Agency specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

- m. **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 License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

p. **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

LICENSEE

Printed Name and Title

Signature

Date

(_____) _____
Phone Number

(_____) _____
Fax Number

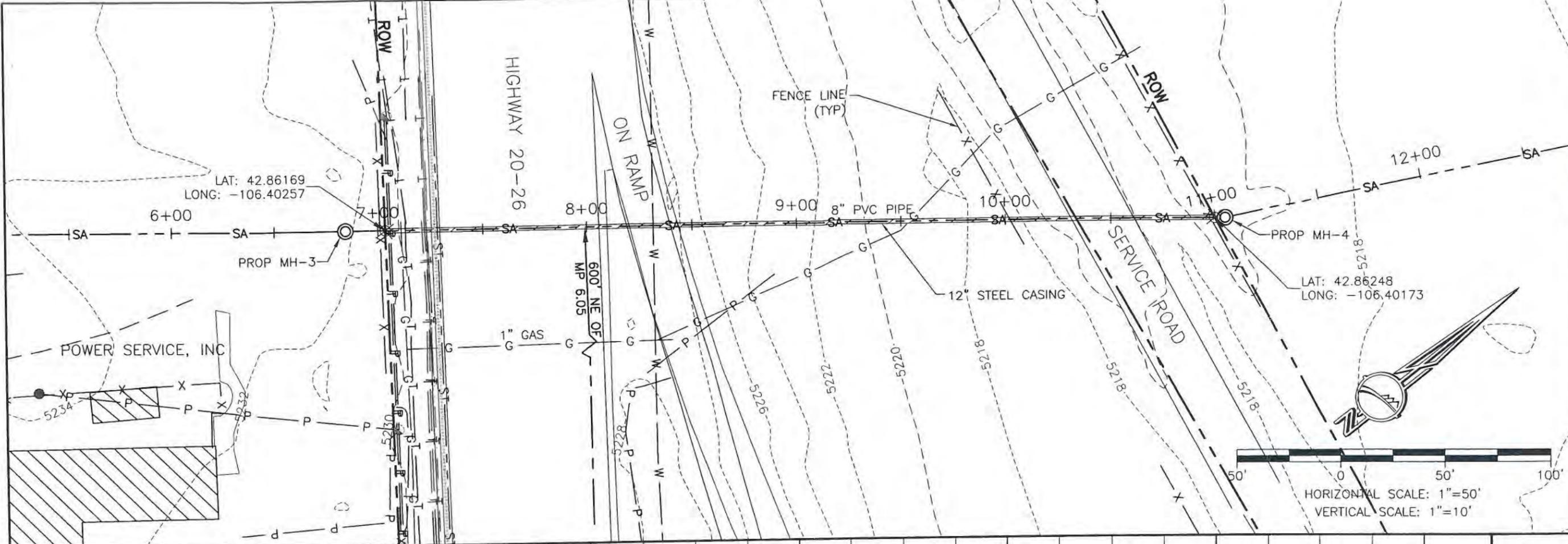
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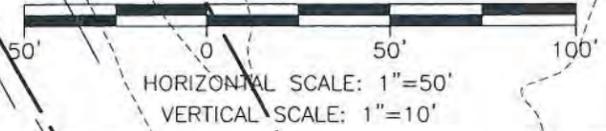
District Representative Printed Name and Title

Signature

Date



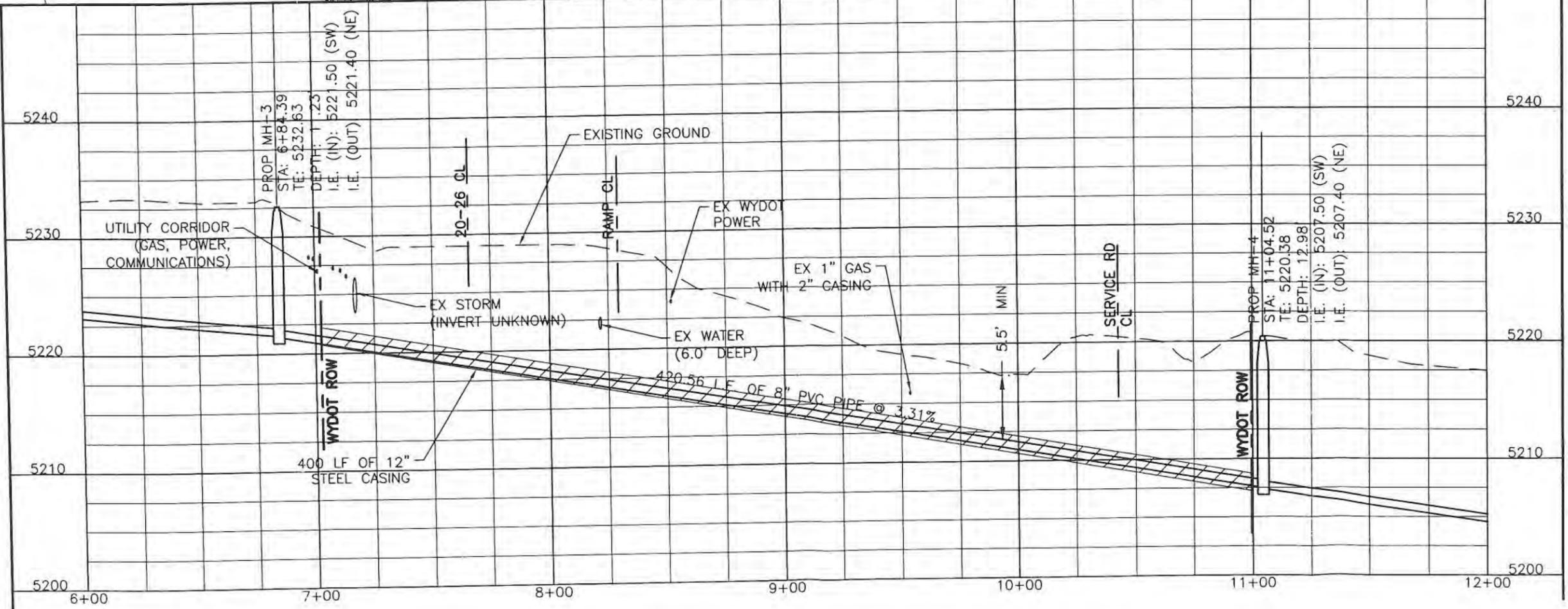
Drawn By: JLS W.O. No.: 15377
 Chk. By: MDW Book No.:
 Acad. File: POWER SERVICE SEWER
 FOR: WYDOT



REVISIONS

No.	Description

SHEET NO.
1 OF 1
 DATE:
 3/25/14



RESOLUTION NO. 14-94

A RESOLUTION AUTHORIZING TWO LICENSE AGREEMENTS WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A SEWER LINE TO POWER SERVICE, INC., AT 5635 CHAPMAN PLACE.

WHEREAS, Power Service, Inc., is preparing to install a sewer line to their facility at 5635 Chapman Place; and,

WHEREAS, construction of the sewer line requires installation within Wyoming Department of Transportation right-of-way at two locations; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper execute two license agreements for the work.

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 two license agreements with the Wyoming Department of Transportation for the Power Service sewer line.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, or the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to the license agreements.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Doug Follick, Leisure Services Director
Alan Kieper, Special Facilities Manager
Andrew Beamer, P.E., City Engineer

SUBJECT: Contract for Professional Services with Bald Eagle Ropeway Group
Hogadon Yellow Chairlift Drive and Control System, Project No. 14-20.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Bald Eagle Ropeway Group for the Hogadon Yellow Chairlift Drive and Control System, Project No. 14-20, in the amount of \$141,940.

Summary:

Previous repairs to the Yellow Chairlift at the Hogadon Ski Area identified the need to replace the electric drive and control system. Included in the recommended repairs were an updated service and emergency brake tie-in; replacement of communication lines, connection boots, clamps and tower wire to the switches; new operator control station switches; and new terminal limit switches. To be compliant with national standards established for chairlifts, all equipment and installation is required to be certified by an engineer, with observation of startup and load tests.

A request for proposals was sent to four qualified consultants experienced in ski area chairlift operations, equipment, control systems, ANSI B77.1 standards, and installation to provide the above services. Bald Eagle Ropeway Group was the only consultant to respond and provided a fee of \$141,940. Based on the fee provided by Bald Eagle Ropeway Group and their previous experience with the Hogadon Ski Area, staff recommends a contract for professional services be authorized.

Funding for this project will come from funds established for Hogadon Ski Lift Safety Improvements.

A resolution is 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 _____, 2014, 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. Bald Eagle Ropeway Group, 1301 South Grant, Boise, Idaho, 83706 ("Consultant").

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

RECITALS

- A. The City is undertaking improvements to the Hogadon Ski Area Riblet Yellow Chairlift.
- B. The project requires a professional ski lift electrical equipment consultant.
- C. The Consultant 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 Consultant 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 Consultant shall address and provide all the information, equipment, and services requested under this proposal in connection with and with respect to the following equipment, products and services for the previously described project. The required equipment, products and services include, but are not limited to, the following:

A. Equipment:

1. The Consultant shall remove the old electric drive and old voltage system; purchase the new Low voltage Control system and Drive and install in the chair lift.
2. The Consultant shall remove the old non-useable chairlift control system components, purchase the necessary new chairlift control system components, and install the new chairlift control system components.

3. The Consultant shall update the Service Brake and Emergency Brake tie-in to the new chairlift control system.
4. The Consultant shall remove the old communication lines, connection boots, clamps, and tower wires; purchase and install new communication lines, connection boots, clamps, and tower wires to the new operator control station switches.
5. The Consultant shall remove old operator control station switches and terminal limit switches; purchase and install new operator control station switches and terminal limit switches.

Brakes and Rollback Devices:

1. A new emergency brake on the Cat 641 hub requires pressure to set brake. The Consultant shall install a retrofit brake mechanism such that it is applied with springs.
2. Both service and emergency brakes need to be monitored to assure that the brakes are open when the lift is moving in the intended direction. The Consultant shall install appropriate switches in compliance with updates; so the Service Brake is complete with control; Reference 4.3.1.1 B77 2011.

Grounding:

1. The Consultant shall ensure all metallic structures are grounded to form a grounding electrode system as defined in article 250 of ANSI/NFPA 70-2011. The drive terminal shall have one point referred to as the grounding electrode. All dc and ac electrical systems shall be referred to this point; this system shall be integrated with the installation of a new control system.
2. The Consultant shall provide grounding of the haul rope at one point for static electricity. The Consultant shall provide a ground sheave at the drive terminal.

Electrical System Circuit Design:

1. Electrical System Circuit Design and Classification; new standards in this area are considered to be critical for safe operation of the equipment and therefore compliance must be achieved. The Consultant shall install a new low voltage electrical system.

Acceleration/Deceleration Monitoring:

1. Acceleration/Deceleration Monitoring – the Consultant shall install a new low voltage electrical system.

Circuits:

1. Bypass circuits – the Consultant shall install a new low voltage system, reference 4.2.3.5.9 B77 2011.

Safety:

1. Safety of operation and for maintenance personnel, Current standards require an audible alarm sound when the lift is being started. The Consultant shall install a new low voltage system.

B. Products and Services:

1. The Consultant shall prepare a manual that details the maintenance, operation, schematics, and servicing of the new electric drive and control system of the Hogadon Riblet Yellow Chairlift.
2. The Consultant shall provide City staff training sufficient in scope to properly maintain, operate, service, and understand the new electric drive and control system of the Hogadon Riblet Yellow Chairlift.
3. The Consultant shall perform a load test, start-up, and testing of the new chairlift electric drive and control system to insure functionality and conformance with all applicable ANSI standards.
4. The Consultant shall certify the equipment, products, services, engineering, installation, and testing of the new chairlift electric drive and control system.

C. Subconsultants:

1. The Consultant shall be responsible to retain, and pay for the services of any sub-consultant necessary to complete the work.
2. The City and the Consultant shall mutually agree to the use of any sub-consultants which the Consultant desires to retain.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

E. Work Furnished by the City:

1. The City shall provide either a forklift or loader with boom, for unloading equipment and for the communication line installation.
2. The City shall provide one employee to aid the Consultant in the communication line installation.
3. The City shall unload and store the ABB Drive and communication equipment until ready for installation by the Consultant.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 15th day of August, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount sum fee of One Hundred Forty-One Thousand Nine Hundred Forty and 00/100 Dollars (\$141,940.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit with the invoice a voucher 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 Consultant 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 Consultant 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 Consultant, 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 Consultant's authorized representatives.

The City and the Consultant 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONSULTANT
Bald Eagle Ropeway Group

By: _____

Printed Name: _____

Title: _____

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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant 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 Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant 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 Consultant 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 Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant 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 Consultant 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 Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant 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 Consultant 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 Consultant 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 Consultant, or under its supervision,

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

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

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

11.4 Consultant agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage 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 Consultant. 11.5 It is recognized by and between the parties to this Contract 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 Contract, or

any subsequent terms, then such insurance as outlined above from Consultant 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 City having the option to immediately terminate this Contract.

11.6 The Consultant 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.

12. INTENT:

Consultant 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 Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant 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. Consultant 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.



Bald Eagle Ropeway Group

Job Costing Yellow Lift Hogadon Ski Area REVISED

ABB 125 HP AC Drive	\$28,000
EMAX Low Voltage Control System	\$30,000
Tower wire, limit switches, operators stations	\$4,000
Comline and Comline Accessories	\$10,000
Comline and control removal, Comline and Tower rewire Labor	\$21,000
EMAX Control system and Drive Labor	\$23,000
Credit for pre shipping and invoicing material	-\$2,000
AC Motor Leads and installation	\$1,000
Engineering and load Test	\$10,000
Consultant Fee	\$10,000
Service and Emergency Brake retrofit	\$12,000
Fall Service Credit	-\$5,060
Total	\$141,940

1301 S Grant, Boise Idaho 83706

208-284-2174

www.baldealgelifts.com

RESOLUTION NO. 14-95

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH BALD EAGLE ROPEWAY GROUP FOR THE HOGADON YELLOW CHAIRLIFT DRIVE AND CONTROL SYSTEM PROJECT.

WHEREAS, the City of Casper desires to secure a firm specializing in ski area chairlift operations, equipment, standards, and installation for the Hogadon Yellow Chairlift Drive and Control System, Project No. 14-20; and,

WHEREAS, Bald Eagle Ropeway Group is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Bald Eagle Ropeway Group for the services more specifically delineated in the contract agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Agreement, for a total amount not to exceed One Hundred Forty-One Thousand Nine Hundred Forty and 00/100 Dollars (\$141,940.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

MEMO TO: John C. Patterson, City Manager

April 15, 2014

FROM: Rick Harrah, Public Services Director
Pete Meyers, Assistant Public Services Director

SUBJECT: Contract for Professional Services with Tracker Software Corporation
PulWorks Software For The Public Services Department

Recommendation:

That Council, by resolution, authorize a contract with Tracker Software Corporation for the purchase and installation of PubWorks job costing software for the Public Services Department, in the amount of \$49,625.

Summary:

A fundamental challenge of managing the City's infrastructure is tracking the equipment, labor, and materials that are being expended to upgrade and maintain it. This kind of information is essential for assigning tasks, setting priorities, optimizing efficiency, and gauging the cost of ownership for each piece of infrastructure. Computerized systems that assign this work and track the activity are called asset management systems.

The Public Services Department has been interested in purchasing an asset management system for several years. After researching the options available, staff is recommending that the City purchase a license for the PubWorks asset management software. The PubWorks system generates work orders, and those work orders are logged with the labor, equipment, and materials needed to complete that work. The work orders can be generated by City staff, or they can originate with a citizen's request. Work orders are then saved in a GIS compatible system so that the work completed is organized geographically. Individual work orders can be checked to see that they were completed in a timely fashion and at a reasonable cost. Reports can then be generated that aggregate all of the work invested in a given period of time. This data can be filtered to show all investments City wide, or it can show just the investment made in a certain length of street or in a certain delineated neighborhood.

PubWorks is compatible with the City's existing technology. It integrates natively with ESRI GIS, and the system would be installed on one of the City's SQL servers.

The cost to purchase PubWorks from Tracker Software Corporation is approximately \$49,625, which includes purchase of the software itself, plus data conversion, installation, setup, and user training. There is no per-seat charge for this software, so any number of City employees can use it simultaneously. The annual maintenance cost would be \$4,740. Funding for these services will be from various cost centers in the Public Services Department.

A resolution is prepared for Council's consideration.

**CONTRACT FOR PROFESSIONAL SERVICES
FOR JOB COSTING SOFTWARE FOR THE PUBLIC SERVICES DEPARTMENT**

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1st day of April, 2014, 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. Tracker Software Corporation, PO Box 6502, Snowmass Village, Colorado, 81615 (“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 track and measure its activity regarding the maintenance of its infrastructure.

B. The project requires professional services for the installation and customization of software that would be used for this function.

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:

- 1.1 **PubWorks Software:** Contractor shall provide the City with a PubWorks software license that it can use for tracking its labor, equipment, and material costs as regards to its maintenance of the city’s infrastructure. The PubWorks software license will include the following modules:
 - a. Asset Management / Job Costing Core (SQL based)
 - b. Work Order and Service Requests Module
 - c. GIS MapViewer module

d. Departmentalization Module

1.2 Contractor shall provide services related to the setup and installation of the PubWorks software system. Contractor shall provide these specific services:

- a. Installation: Installation of the PubWorks system onto City SQL servers, including the modules specified in Section 1.1(a) through 1.1(d) of this document. City staff will provide appropriate access to these servers so that the installation can proceed. Contractor shall verify that the system is fully functional after installation is complete, and this shall include interoperability with the City's ESRI GIS system.
- b. Data Conversion: Provide up to sixty (60) hours of data conversion services, including the transference of relevant data from the City's legacy data systems to appropriate fields in the PubWorks system. Data will be placed within the customizable PubWorks data structure as directed by City staff. City staff shall cooperate with Contractor's staff to ensure appropriate access to the legacy data systems. Contractor shall provide a written daily update to City Staff regarding the amount of data converted on each day of data conversion, along with the number of billable hours spent on this task.
- c. Training: Provide up to six (6) days of training for City staff on the use of this software. A day of training shall include eight (8) hours of training time unless otherwise specified in writing by City Staff. Training will be provided by an experienced trainer who is an expert in the use and functionality of the PubWorks system. Training will occur on site in the City of Casper in a suitable room to be provided by the City.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 6th day of June, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in an amount not to exceed Forty Nine Thousand, Six Hundred and Twenty Five (\$49,625), which breaks out as follows:

1. For services detailed in paragraph 1.1, "PubWorks Software," Contractor shall be compensated with a not to exceed lump sum of Thirty One Thousand and Eight Hundred Dollars (\$31,800).

2. For services detailed in paragraph 1.2.a, "Installation," Contractor shall be compensated in an amount not to exceed a lump sum of Nine Hundred and Seventy Five Dollars (\$975).
3. For services detailed in paragraph 1.2.b, "Data Conversion," Contractor shall be compensated at a rate of One Hundred and Twenty Five Dollars per hour (\$125 per hour) and under no circumstances shall it exceed Seven Thousand Five Hundred Dollars (\$7,500).
4. For services detailed in paragraph 1.2.c, "Training," Contractor shall be compensated at a rate of Nine Hundred and Seventy Five Dollars (\$975) per day of training provided and under no circumstances shall it exceed Five Thousand Eight Hundred and Fifty Dollars (\$5,850).
5. City shall also compensate Contractor for reasonable travel expenses. Travel expenses will include meal and lodging charges. Contractor shall submit receipts to receive travel reimbursement for meals and lodging, but expenses for alcohol will not be reimbursable and meal compensation shall be limited to Forty Seven Dollars (\$47) per person per day. City shall also pay Contractor mileage charges that shall be paid at fifty six (56) cents per mile driven in regards to this project. Total travel expenses, including meals, shall not exceed a lump sum of Three Thousand Five Hundred (\$3,500) Dollars.

4. ANNUAL MAINTENANCE:

Contractor will provide the City with ongoing customer support and software updates as they become available. Contractor shall be compensated at a rate of Four Thousand Seven Hundred and Forty Dollars (\$4,740) per year, and this fee shall cover the software maintenance needs for the following year. The annual maintenance fee will be waived for the first six (6) months of the contract. Contractor will deliver an invoice to the City for its annual maintenance fee that is due for payment on or after October 1 of each year. The annual maintenance invoice will be delivered to the City at least thirty (30) days prior to the payment due date.

5. 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.

6. TERMS AND CONDITIONS:

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

7. 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:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul Meyer
Mayor

WITNESS

CONTRACTOR
Tracker Software Corporation

By: _____

Peter Anzalone
President

Printed Name: _____

Title: _____

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:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

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

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

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

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage 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 Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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.

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. 14-96

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TRACKER SOFTWARE CORPORATION FOR THE PURCHASE OF PUBWORKS JOB COSTING SOFTWARE FOR THE PUBLIC SERVICES DEPARTMENT.

WHEREAS, the City of Casper desires to enter into a contract for professional services for installation and customization of software to track and maintain infrastructure maintenance activity; and,

WHEREAS, Tracker Software Corporation is willing and able to provide these services as specified in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Tracker Software Corporation to provide professional services for the job costing software for the Public Services Department.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, in the amount of Forty-Nine Thousand Six Hundred Twenty-Five Dollars (\$49,625.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Pete Meyers, Public Services Assistant Director
Beth Andress, Keep Casper Beautiful Volunteer Coordinator

SUBJECT: Keep America Beautiful UPS Environmental Grant
Purchase of Native and Fruit Trees for Goodstein Park

Recommendation:

That Council, by resolution, authorize acceptance of a grant from Keep America Beautiful, in the amount of \$5,000, to be used to purchase native and fruit trees for Goodstein Park.

Summary:

In mid February, staff applied for a grant through Keep America Beautiful called the UPS Environmental Grant. The purpose of the grant is to beautify and improve community environments. The grant also had eligibility requirements, which Keep Casper Beautiful met (a KAB certified affiliate in good standing and partnering with the local UPS). Keep Casper Beautiful was a recipient of the same grant in 2012 and 2013. Previous grants paid for trees along I-25, at the Field of Dreams baseball complex, and along roads within the North Casper Soccer Complex.

Staff applied for the grant to fill a need for more trees in Goodstein Park. The park is set for development in the summer of 2014. The trees will be planted along the pathway, near the playground, and around the picnic area in the park. If accepted by Council, these grant funds will be used to purchase approximately 30 native and fruit trees for Goodstein Park. The grant requires no cash or in-kind match. The funds must be spent by March, 2015, and a one-page final report also must be sent by April, 2015.

Staff will be notified after April 1st if the application was approved and funded.

A resolution has been prepared for Council's consideration.

KAB Affiliate Name: **Keep Casper Beautiful**

Contact Name: **Beth Address**

Title: **KCB Program Manager**

Address1: **1800 E K St**

City: **Casper** State: **Wyoming** Zip Code: **82601**

Phone: **307-235-8332** Fax: **307-235-8417**

E-Mail: **bandress@cityofcasperwy.com** Website: **www.keeptcasperbeautiful.org**

Tax Identification #: **83-6000049**

Interested Donation Amount: **\$5,000**

Project/ program budget: **\$34,808**

Additional funders names and funding amounts: **City of Casper parks division \$29,808**

Project launch date: **6/1/14**

Project completion date: **3/31/15**

Project Description

(Maximum - One-page, two-sided)

- Provide an overview of the community need that the grant funds will be used to address. How will your project/program address specific community needs?
- What are the specific goals and objectives of this project/program?
- How will your project/program address specific community needs? What's the anticipated community impact that will result from this grant funding?
- Detail your project/program budget including a description of how grant funds will be spent.
- Provide your plan for UPS employee engagement
- Provide your plan for reaching out to local media

Supplemental Information (not required)

1. How are other partners such as neighborhood, civic, trade or government groups, businesses as well as schools and youth groups being involved and how is their funding being used? (Whether a direct contribution or in-kind

Project Description

Keep Casper Beautiful is seeking a \$5,000 UPS/KAB Tree Planting Grant to add more native species and fruit bearing trees to Casper's tree canopy. The City of Casper is in the process of developing a park on vacant land. The proposed planting will increase the number of trees in the park from 3 to 33. The long term care of the trees will be the responsibility of the city of Casper's forestry section.

Community Need Overview Goodstein Park will be the first and only public neighborhood park in the neighborhood. During the development of the area in 1981, nine acres were designated for future park development. With increased growth in the neighborhood and surrounding area there has been great need for the park and the City of Casper has budgeted money for development. The park is currently in final design and will be completed by September 2014.

The City of Casper and Keep Casper Beautiful have been working with a citizen's group from the neighborhood to design and develop Goodstein Park. Due to construction costs only three acres of the park will be developed as a formal park. The undeveloped six acres will remain natural, open area. The park will feature a central open space with formal turf, a multi-use path, a picnic shelter, and a playground. The decorative landscaping budget for the park is \$34,808 (another portion of the park budget will cover turf and irrigation). The current landscaping plan only has 3 trees near the picnic shelter area. Keep Casper Beautiful would like to enhance the comfort and beauty of the park by planting 18 native, large shade and wind breaking trees. Species include Common Hackberry, Rocky Mountain Maple, Honeylocust, White fir, Black walnut, Ponderosa pine, Plains cottonwood, and Bur oak. Fifteen fruit trees will also be planted to encourage more edible planting within the community. Species include Paradise apple, Montmorency cherry, Sungold apricot, Moongold apricot, and Summer crisp pear. If funded, Keep Casper Beautiful and the neighborhood group will plant 33 native and fruit bearing trees.

Goals and Objectives The Goodstein Park plan includes the planting of only 3 large shade trees in a three acre space. Keep Casper Beautiful is seeking to increase the tree canopy by planting 30 additional native and fruit bearing trees. Keep Casper Beautiful will be providing shelter and food for birds and other animals in the area as well as shade and fruit for people using the walking path and playground. Currently, the undeveloped space is void of any trees and contains only native grass.

The grant will be used to purchase the trees. The city of Casper parks division will provide funding for the park and landscaping, tree planting equipment and supplies, staff to facilitate a volunteer tree planting, and the long term care for the trees. The park advisory group, people from the surrounding neighborhood, UPS representatives and employees, media representatives, and others will be invited to participate in the planting. Keep Casper Beautiful is especially interested in engaging youth in planting and greening.

Addressing Community Needs and Community Impacts The Goodstein Park tree planting project will address the overall community need of increasing the tree canopy with the right native and fruit trees in the right places. Since ball and burlap trees will be planted, there will

be an immediate (though small) native canopy addition that will increase with time. The project will also engage youth in connecting to nature through planting and caring for trees, connecting to food sources through planting fruit trees, introducing youth and others involved to a community gathering and recreation area and adding additional beautification to a neighborhood. It is hoped that this greening project will influence participants to plant fruit trees on their properties and perhaps will add more momentum to Keep Casper Beautiful's greening and restoration movement.

Project Budget

	Total	UPS Grant	Other Funding Source	Other Funding/ In-kind support
Trees	\$7,250	\$5,000	\$2,250.00	City of Casper parks
Labor	\$20,258		\$20,258	In-kind: neighborhood adults and youth, UPS volunteers, city of Casper parks division
Decorative Rock/boulders	\$6,300		\$6,300	City of Casper parks
Landscaping plants	\$1,000		\$10000	
Total Project Cost	\$34,808	\$5,000	\$29,808	

Getting the Word Out and Recognizing Sponsors Press releases on this project will be sent to all media. Media representatives will be invited to participate in the planting. Media participation in plantings has resulted in greater coverage. Also, KCB staff will work to maximize exposure and develop other avenues for recognition such as signage, KCB website and Facebook. Keep Casper Beautiful would also recognize UPS and invite representatives to the park ribbon cutting and ground breaking.

UPS Employee Engagement and Community Partnerships For the 2013 UPS Tree Planting Project, local UPS representatives are participating in the planting and hosting refreshments. UPS representatives are interested in taking a bigger part in the 2014 project. The Casper Manager, Joshua Kinderknecht, would like UPS employees and their families to take part in the tree planting and has joined with Keep Casper Beautiful to plan the event. Neighborhood volunteers, the city of Casper parks division, Casper city council members, and media representatives will also be invited to participate.

RESOLUTION NO. 14-97

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT TO PURCHASE NATIVE AND FRUIT TREES FOR GOODSTEIN PARK FROM KEEP AMERICA BEAUTIFUL .

WHEREAS, the City of Casper has been approved for a grant from Keep America Beautiful, in the amount of Five Thousand Dollars (\$5,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from Keep America Beautiful; and,

WHEREAS, the City of Casper desires to accept these funds, to be used for the purchase of native and fruit trees for Goodstein Park.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from Keep America Beautiful, in the amount of Five Thousand Dollars (\$5,000) is hereby accepted.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Pete Meyers, Public Services Assistant Director
Beth Andress, Keep Casper Beautiful Volunteer Coordinator

SUBJECT: Keep America Beautiful Grant
Cigarette Litter Prevention For Adventureland Playground

Recommendation:

That Council, by resolution, authorize acceptance of a grant from Keep America Beautiful, in the amount of \$2000, to be used for cigarette litter prevention at Adventureland Playground.

Summary:

In mid February, staff applied for a grant through Keep America Beautiful called the Cigarette Litter Prevention Grant. The purpose of the grant is to prevent cigarette litter by installing ash receptacles, providing smokers with pocket ashtrays, and educating smokers on cigarette litter. The grant also had eligibility requirements, which Keep Casper Beautiful met (a KAB certified affiliate in good standing). Keep Casper Beautiful was a recipient of the same grant in 2010 for Conwell Park, 2011 for the Casper Municipal golf Course, and in 2012 for the Casper Events Center.

Staff applied for the grant to help reduce cigarette litter in Adventureland Park. Staff noticed during cleanup events that a majority of the litter around the picnic shelters was cigarette butts. A similar effort in Conwell Park reduced cigarette litter by 87% in the first year and 57% the second year. The funds must be spent by June, 2014, and a one-page final report also must be sent by April, 2015. The grant requires no cash or in-kind match. The grant requires Keep Casper Beautiful to conduct a preliminary and a follow-up cigarette litter scan.

Staff will be notified after April 1st if its application was approved and will be funded.

A resolution has been prepared for Council's consideration.

Cigarette Litter Prevention Program Grant Application

Organization Information

Name: Keep Casper Beautiful
Mailing Address: 1800 E K Street
City: Casper
State: Wyoming
Zip: 82601

Primary Contact for CLPP
Beth Andress
Keep Casper Beautiful volunteer coordinator
307-235-7562
bandress@cityofcasperwy.com
www.keepcasperbeautiful.org

Secondary Contact
Pete Meyers
Assistant Public Services Director
(307)235-8281
pmeyers@cityofcasperwy.com

Program Information

1. Primary Location: Park (public green space)
2. Is this your first time implementing the Cigarette Litter Prevention Program? No
3. Is there a current or pending outdoor public area smoking ban in your community? No
4. Describe the members of your CLPP task force (limit 200 words)
The task force for the Keep Casper Beautiful CLPP program at Adventureland Playground includes:
 - the City of Casper Parks Department Supervisor: The parks department cleans and maintains the popular park
 - community members from the Rotary clubs of Casper: The Rotary club raised the funds and built the popular playground
 - Platte River Trails members: maintain the trail next to the park and maintain a pavillion next to playground
 - Boys and Girls Club of Central Wyoming program leaders (over 18): the Boys and Girls Clubs utilize the playground throughout the summer. The amount of cigarette litter has them concerned about the kid's views on smoking.
5. Do your local litter ordinances or codes specifically identify cigarette butt litter? No
6. Describe your plans for a public education campaign.

The campaign will consist of a PSA on the radio reminding smokers that cigarette butts are litter too, put your butt in the can companion signage ("put your butt in the can") will be placed on cigarette receptacles outside the fenced in playground area (where the survey suggests). Signage will also be placed at the entrance regarding cigarette litter. Keep Casper Beautiful will also engage local media either through a release or press conference regarding the cigarette litter issue at the popular playground to encourage media to run stories regarding the issue. KCB will also use website opportunities which will include information regarding cigarette litter and its affects along with information on where to get a pocket ashtray.

7. Describe your plans for ash receptacle purchase, installation, and maintenance.
Keep Casper Beautiful will be purchasing concrete receptacles (TF2037) from Wausau Tile at a cost of approximately \$256 per receptacle plus truck shipping. KCB has used these receptacles at other CLPP locations due to their popularity with smokers and their ability to withstand all weather. The receptacles will be installed and maintained by the City of Casper Parks Department. The Department regularly empties trash cans at this location.
8. Describe you plans for portable ashtray distribution?
Portable ashtrays will be distributed at current distribution locations (City Hall & Events Center) as well as at adult events and festivals near the park (Platte River Trails Fall Festival and adult softball tournaments). Information on where to get an ashtray will be on signage in the park.
9. Are you interested in participating in a cigarette butt recycling program? No
10. Number of pocket ashtrays requested: 200
11. Grant amount requested: \$2,000

RESOLUTION NO. 14-98

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM KEEP AMERICA BEAUTIFUL FOR CIGARETTE LITTER PREVENTION AT ADVENTURELAND PARK.

WHEREAS, the City of Casper has been approved for a grant from Keep America Beautiful, in the amount of Two Thousand Dollars (\$2,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from Keep America Beautiful; and,

WHEREAS, the City of Casper desires to accept these funds, to be used for the purchase of cigarette litter receptacles for Adventureland Park.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from Keep America Beautiful, in the amount of Two Thousand Dollars (\$2,000) is hereby accepted.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew B. Beamer, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with Burns & McDonnell Engineering
Sam H. Hobbs Regional Wastewater Treatment Facility PLC Replacements

Recommendation:

That Council, by resolution, authorize a contract for professional services with Burns & McDonnell Engineering for design and construction administration services for the Sam H. Hobbs Regional Wastewater Treatment Facility (WWTF) PLC Replacements, Project 13-67, in the amount of \$287,945.

Summary:

The WWTF has been operating with controls equipment that is 25 to 30 years old. Some replacement parts for the PLC's (programmable logic controllers) can no longer be purchased from suppliers. This old equipment, which accounts for approximately 85% of the controls equipment in the facility, needs to be replaced to reduce risks and increase efficiency in overall operation of the facility.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services to perform the PLC replacements. Based on team qualifications and experience, Burns & McDonnell Engineering was selected by City staff. Burns & McDonnell Engineering has a thorough understanding of the controls systems at the WWTF. City of Casper Public Utilities and Engineering personnel have negotiated a fee in the amount of \$287,945 for both the design and construction administration services.

Design services for the project include preparation of construction plans and specifications; coordination with the Wyoming Department of Environmental Quality (WDEQ) for a necessary permit, coordination with treatment plant personnel, and assistance to the City in advertising for, opening, and evaluating construction bids.

Construction administration services for the project include construction observation and inspection by a resident engineer and a technician. These duties include inspection of the installation, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed conditions of the project, meetings with the Owner and contractor, and reviewing and approval of shop and material product data.

Funding will be partially from Natrona County Consensus Funds through the State Loan and Investment Board (SLIB) for Wastewater Treatment Facility improvements, and partially from

reserves for Wastewater Treatment Facility improvements. SLIB allows up to 20% of the total grant in engineering, which amounts to \$198,000. The remaining \$89,945 will be from the WTP reserves.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

15th

This Contract for Professional Services ("Contract") is entered into on this ~~24~~ day of ~~March~~, 2014, by and between the following parties:
April

- 1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
- 2. Burns & McDonnell Engineering Company, Inc., 9785 Maroon Circle, Suite 400, Centennial, CO, 80112 ("Consultant").

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

RECITALS

A. The City is undertaking a project to replace programmable logic controllers (PLC's) at the Sam H. Hobbs Regional Wastewater Treatment Plant located at 2400 Bryan-Evansville Road in Casper, Wyoming, hereinafter referred to as the "Project."

B. The project requires professional services for design and construction administration services.

C. The Consultant 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 Consultant 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 Consultant shall perform the following services in connection with and respecting the project: See Attached Exhibit A

2. **TIME OF PERFORMANCE:**

The services of the Consultant are to commence upon written notice to proceed from the City. The Project shall be undertaken and completed on or before the 31st day of December, 2015. If the contract time is extended beyond its term, Consultant may seek a change order to increase Contract compensation amount if the City chooses to have Consultant continue providing services.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a maximum of Two Hundred Eighty Seven Thousand Nine hundred Forty Five Dollars (\$287,945), which covers the Scope of Services presented in this Agreement.

In the event and to the extent that an act or omission of City, or any error or change in the information provided by City, or change in law, or differing site condition, or event of *force majeure* affects the services or increases the Consultant's costs, Consultant may request a change to the services and an equitable adjustment in the compensation and time, as appropriate. Consultant shall propose in writing a change to the services and an equitable adjustment in the compensation and time due to any such change, and City shall accept or dispute such proposal in writing within fifteen (15) days of receipt of Consultant's proposal.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant 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. City shall pay Consultant within thirty (30) days from receipt of invoice. A late payment charge, the lesser of 1-1/2 percent per month or the maximum amount allowed by law, will be added to all amounts not paid within thirty (30) days of the statement date. Any cost, including reasonable attorney's fees, incurred by the Consultant in collecting any delinquent amounts shall be reimbursed by the City. In the event a portion of Consultant's statement is disputed by the City, the undisputed portion shall be paid by City by the due date. The City shall advise the Consultant in writing of the basis for the disputed portion of any statement.

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 Consultant, 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 Consultant's authorized representatives.

The City and the Consultant 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:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

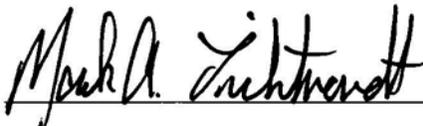
V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONSULTANT
Burns & McDonnell Engineering Company,
Inc.

By: _____

By: 

Printed Name: _____

Printed Name: Mark Lichtwardt

Title: _____

Title: Vice President

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 Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Upon thirty (30) days written notice to Consultant, City shall provide Consultant an opportunity to cure if City terminates the Contract for default of Consultant. If Consultant fails to cure, or reasonably commence to cure such problem, (or if such cure cannot be affected within such time) then City may declare the Contract terminated for default by providing written notice to Consultant of such declaration.

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

2. CHANGES:

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

3. ASSIGNABILITY:

The City nor Consultant 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 other: provided, however, that claims for money due or to become due the Consultant 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 or Contractor within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions of any reimbursable costs. City shall provide reasonable advance notice to Consultant prior to inspection or audit and such inspection or audit shall be at the sole cost of City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant 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 Consultant 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 Consultant 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 Consultant under this Contract (together or individually "Deliverables") shall be considered the property of the City, upon receipt of full and final payment for services rendered prior to termination or completion of the Contract. Upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant 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 Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

Consultant shall maintain its intellectual property rights in its standard drawings, details, specifications, engineering calculations and designs utilized in the performance of services under this Contract.

Confidential information furnished by City designated as confidential shall remain the property of City and any such confidential information shall be used by Consultant only in the performance of services for the project contemplated under this Contract.

Deliverables are only for the construction of the Project and any modifications, completion or reuse of Deliverables by City or others is unauthorized.

Consultant shall not be liable for loss or damage directly or indirectly arising out of the City's unauthorized use of Consultant's Deliverables, including but not limited to, any loss of business or incidental or consequential damage to the extent allowed by Wyoming law. City shall assume risk and release, indemnify and hold harmless Consultant, its officers, directors, employees, servants, agents, successors and assigns, from and against each and every claim of action that City or others may have which may arise in the future respecting City's unauthorized use of said Deliverables prepared by Consultant.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant 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 Consultant 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 Consultant 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 Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

property, to the extent caused by Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit per occurrence and in the aggregate
C. Professional Liability/Errors & Omissions	\$500,000 per claim and in the aggregate

11.2 Consultant shall provide City with insurance certificates evidencing the existence of such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of relevant insurance policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including costs, expenses, and reasonable attorney's fees incurred related thereto, to the extent caused by the negligence of the Consultant. Consultant's liability to City for breach of contract, warranty, tort (including negligence) or any other cause of action or theory of recovery shall be limited to the greater of \$1,000,000 or the compensation received under this Contract.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 *et seq.* The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant 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.

11.7 City and Consultant waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of the Consultant's services. To the extent it is necessary to obtain endorsements for waiver of subrogation, the parties agree to obtain the same from their insurers.

11.8 City agrees to include in all construction contracts that the City and Consultant be endorsed as additional insureds on all construction contractor's liability insurance policies, covering claims for bodily injury and property damage. Construction contractors shall be required to provide certificates evidencing such insurance to the City and Consultant.

12. INTENT:

Consultant 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 Consultant shall perform all of the services to be provided hereunder for the compensation set forth in this Contract. Consultant 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. Consultant 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. Consultant's services and any instruments of services, work product, counsel or advice will be performed and/or will be prepared solely for the benefit of City and not for the benefit of any other person or entities. No other person or entity has any right or

reason to rely on any instruments or services, work product, counsel or advice arising out of this Contract.

15. ESTIMATES, SCHEDULES, PROJECTIONS, FORECASTS AND MODELS:

Estimates, schedules, projections, forecasts, and models prepared by Consultant relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Consultant's experience, qualifications, and judgment as a design professional, and upon reasonable reliance of information provided by others. Since Consultant has no control over weather, cost and availability of labor, materials, and equipment, labor productivity, construction contractors' procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions, actual operating conditions, and other factors affecting such estimates, schedules, projects, forecasts, or models, Consultant does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from estimates and projections prepared or modeled by Consultant.

CITY of CASPER, WYOMING
 WASTEWATER TREATMENT FACILITY PLC UPGRADES
 PRICE PROPOSAL SUMMARY TABLE

DESIGN PHASE		HOURS	AVG RATE	EXPENSES	PRICE
1	Single Constrction Package	492	\$ 166.49	\$9,423.84	\$91,335.84
DESIGN PHASE TOTAL					\$91,335.84
BID PHASE		HOURS	AVG RATE	EXPENSES	PRICE
1	Single Constrction Package	48	\$ 174.00	\$2,800.00	\$11,152.00
BID PHASE TOTAL					\$11,152.00
CONSTRUCTION PHASE		HOURS	AVG RATE	EXPENSES	PRICE
1	Office engineering	104	\$179.23	\$1,304.80	\$19,944.80
2	Monthly site observation & progress meetings	128	\$175.13	\$5,844.12	\$28,260.12
3	Resident Services	900	\$113.00	\$25,308.00	\$127,008.00
4	Record drawings	58	\$159.38	\$1,000.00	\$10,244.00
5					
6					
CONSTRUCTION PHASE TOTAL					\$185,456.92
Project Total					\$287,944.76

Exhibit “A” – Scope of Work
Sam H. Hobbs Regional Wastewater Treatment Facility
PLC Replacements Project

This contract involves design and construction administration services for the above referenced project. As such, the Scope of Services for the Project as described herein are to be provided by Consultant for the Owner.

A. Design.

1. The design includes the replacement of fifteen (15) programmable logic controllers (PLC’s) at the Wastewater Treatment Facility (WWTF) site; replacement of eleven (11) PLC’s at remote meter and pump stations in the greater Casper area, installation of 2,600 feet of new fiber optics cabling at the WWTF site; replacement of four (4) computer stations including servers; replacement of Supervisory Control and Data Acquisition (SCADA) software; replacement or editing of computer programming; and minor adjustments to panels and/or equipment elimination to integrate properly with new equipment.
2. The Consultant shall conduct investigations of the existing project site as necessary to verify existing conditions, and shall meet with operations personnel at the facility to gather information on current operations and configurations of the facility.
3. The Consultant shall coordinate with Owner all specific project requirements and other work related to the project.
4. The Consultant shall review the attached summary report by ARCADIS regarding the PLC replacements. The report shall serve only as background and guidance for this project, and shall not be used by the Consultant as a basis for design.
5. The Consultant shall perform a basic “checklist” or “What if?” Process Hazard Analysis (PHA) in coordination with Owner’s representatives from the Wastewater Treatment and Engineering Divisions, as well as the Casper Public Utilities Director.
6. The Consultant shall, in general, specify the following equipment in order to bring the WWTF and remote locations onto a single operational controls platform:

- a. Allen-Bradley/Rockwell Automation RS Logix 5000, Windows 7 64-bit compatible equipment for PLC upgrades.
 - b. 1756 ControlLogix units and 1768/1769 CompactLogix units for the PLC replacements at the WWTF.
 - c. Upgrade 4 existing DTAM's and 9 existing panel views at locations throughout the WWTF as recommended by Consultant, compatible with all other Allen-Bradley/Rockwell PLC and SCADA equipment.
 - d. Migration equipment shall be Allen-Bradley/Rockwell Automation certified with 1492 swing arm assemblies where necessary.
 - e. Fiber network shall be Panduit industrial fiber and compatible components, and shall be installed before PLC upgrades.
 - f. SCADA upgrades shall include Allen-Bradley/Rockwell Automation Factory Talk View Studio.
 - g. Computer upgrades shall include all new equipment, including the main server, backup server, historian, server battery pack, UPS, and all 4 operator work stations.
 - h. All new software and PLC's shall be programmed appropriately based on owner's operational needs, capabilities and staffing, and in accordance with the PHA results prior to system design.
 - i. To the maximum extent practicable, PLC components shall receive conformal coating to protect from dust, H2S and other gases, which tend to degrade the components and cause malfunction.
7. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.
 8. The Consultant shall become familiar with the Owner's funding plan and arrange the design in phases coordinated with the funding if necessary.
 9. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.

10. The Consultant shall meet with Owner representatives during the course of preparing drawings and specifications to discuss the status of the project. Consultant shall prepare and distribute minutes of all progress meetings.

11. The Consultant shall submit three (3) sets of final plans and project manuals to the Wyoming Department of Environmental Quality (WDEQ) at least forty-five (45) days prior to the opening of bids, and after City review of the "draft" construction drawings and specifications.

Consultant shall take the necessary measures to obtain the Permit to Construct, including preparation of the necessary project design report(s) for WDEQ consideration for approval, and all requests from WDEQ for supplemental information, if any, after the initial submittal.

12. The Consultant shall attend any special meetings with the City Manager or City staff, relating to the performance of this contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses. As a minimum, monthly progress meetings shall be attended by the Consultant and the City.

B. Construction Drawings

1. The Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. "Half size" (11"X 17") plan sheets may be used, provided all information on the drawings is legible, and with permission of the Owner.
2. Consultant shall prepare plans and specifications. The Consultant shall provide detail sheets as necessary.
3. Drawings shall include, but not be limited to, fiber optics cabling and termination plans, partial power plans, panel layouts, connection drawings, wiring paths and terminations, one-line diagrams, and all equipment serial numbers and model numbers.
4. Preliminary and final design drawings shall be in computer-aided drafting format. Digital format shall be compatible with AutoCAD Release 2006, or later. All drawings shall be plotted in black water-resistant ink, on four mil Mylar, 24" x 36" in size, and sealed by a Professional Engineer licensed in the State of Wyoming. Half size sheets (11" x 17") may be used provided all information on the sheets is legible and with permission of the Owner.
5. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system.
6. Consultant shall provide the City Engineering Office a copy of final drawings of the Project in AutoCAD format on one set of compact discs (CD) labeled as *"Final Design Drawings – Wastewater Treatment Facility PLC Upgrades, Project No. 13-67"*.

7. The Consultant shall provide the City Engineering Office two (2) copies of the "draft" construction drawings and project manuals to be reviewed by City staff. Consultant shall then provide four (4) copies of corrected construction drawings, for approval prior to project advertising. The approved corrected drawings shall be delivered to the Owner two (2) weeks prior to project advertising.

C. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the PLC Upgrades.
2. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
3. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edit "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing. After typing by the Owner, Consultant shall incorporate them into the Project Manual.
4. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

D. Sub-Consultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

E. Advertising and Bidding Phase

1. The Consultant shall send advance notice of the project to interested Bidders.
2. Consultant shall provide the edited "front end" documents in digital form to Owner two (2) weeks prior to project advertisement.
3. The Consultant shall send Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.
4. The Consultant shall provide up to twenty-five (25) sets of Bidding Documents to contractors who request sets. Copying costs will be borne by the Consultant.
5. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The consultant shall take minutes of the meeting and distribute them to all plan holders.
6. The Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute to all plan holders at least seven (7) days prior to the bid opening.
7. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
8. The Consultant shall provide a written opinion to the City Engineering Office, stating a recommendation for awarding the bid.

F. Documents, Materials, and Work Furnished by the City.

1. As-built facility and project drawings applicable to the project.
2. Contract front-end documents.

G. Engineer's Performance Expectations.

1. Consultant agrees that Consultant's work shall be performed with that degree of skill and judgment which is normally exercised by professional engineering firms performing services of a similar nature in the same locale, and that the work shall be performed and shall conform to generally accepted engineering standards and practices. Consultant will re-perform any services not meeting this standard without additional compensation.

2. The Owner agrees to hold the Consultant harmless for all change order costs not due to the Consultant's negligent acts, errors, or omissions. Owner also agrees to hold Consultant harmless for Consultant recommended or required change order costs resulting from negligent acts or omissions of the Consultant that total less than the percentages indicated in the following schedule based on final construction costs:

Final Project Construction Cost	Maximum Percentage (%) Negligent Change Orders
\$0-500,000	5%
\$500,001 - \$1,500,000	4%
\$1,500,001 and over	3%

Consultant shall be responsible for and assumes the liability for the cost of construction change orders exceeding the percentages set forth above that result from negligent acts or omissions of the Consultant. The portion of Consultant caused change orders applicable to the percentage will be those extra costs for work and materials that would not have been incurred but for the negligent acts, errors, or omissions of the Consultant. Costs of additions, improvements, betterments, or other value added work requested by Owner over and above that which is reasonably necessary to correct any negligent act, error, or omission of the Consultant shall not be included in said percentage. Occurrence of unforeseen, unexpected, changed, or unusual subsurface conditions will not be considered as an error or omission on the part of, or by the Consultant.

Construction cost is defined as the total cost to the Owner for the construction, excluding costs of engineering and other professional services, land, and rights-of-way and administrative costs, but including all construction contracts and the value of all labor, materials, and equipment furnished by the Owner.

Consultant shall incur no liability in connection with errors or omissions in any contract documents prepared by third parties as a result of or arising from its review, comment or approval of any such documents nor shall such review, comment or approval reduce, offset or otherwise relieve those primarily responsible for the production of such documents or the performance of any related work from any obligation such persons may owe Owner or others

H. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General

Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), to provide part time observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR will be on site for an average of eight (8) hours per day, three (3) days per week, depending on the activities of the Contractor(s) and the progression of the Work.

- b. The RPR will be Consultant's agent or employee and under Consultant's supervision.
- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

- f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
6. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
7. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
8. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

9. Inspection and Tests. Consultant shall provide for testing as specified in the Contract Documents.
10. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
11. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the

Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

12. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
13. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).
14. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant has no duty to verify the accuracy or completeness of said information and, unless Consultant knows that said information is on its face inaccurate and/or incomplete, Consultant shall promptly advise Owner in reasonable detail of the inaccurate and/or incomplete information. Subject to said obligation and to advise and its obligation to transcribe the Contractor's redline construction drawings and/or other information provide by Contractor in a manner consistent with the Standard of Care, Consultant makes no representation regarding the accuracy or completeness of Contractor's record drawings. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 4-mil Mylar, 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings of the Project in digital format

compatible with the Owners system, labeled as "Record Drawings-Wastewater Treatment Facility PLC Upgrades, Project 13-67".

15. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
16. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
17. Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

RESOLUTION NO. 14-99

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH BURNS & MCDONNELL ENGINEERING FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE SAM H. HOBBS REGIONAL WASTEWATER FACILITY PLC REPLACEMENTS PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Sam H. Hobbs Regional Wastewater Facility PLC Replacements Project; and,

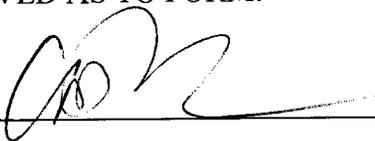
WHEREAS, Burns & McDonnell Engineering is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Burns & McDonnell Engineering, in the amount of Two Hundred Eighty-Seven Thousand Nine Hundred Forty-Five Dollars (\$287,945) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Two Hundred Eighty-Seven Thousand Nine Hundred Forty-Five Dollars (\$287,945).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
David W. Hill, P.E., Public Utilities Manager

SUBJECT: Funding Agreement - Natrona County Conservation District

Recommendation:

That Council, by resolution, authorize a funding agreement between the City of Casper and the Natrona County Conservation District (District) in the amount of \$25,000.

Summary:

The District has been partially funded by the City of Casper from 1992 to 2006, in the amount of \$12,500 per year because of Casper's vested interest in water savings projects for the Casper-Alcova Irrigation District (1982 Tri-party Agreement between Casper, Casper-Alcova Irrigation District, and the Bureau of Reclamation for 7000 acre feet of stored water). Additional monies have been funded by Natrona County over the years. The District has also received grant funding from the DEQ/EPA Clean Water 319 program and other grant programs over the years.

In February 2006, the District approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to \$25,000 per year due to the increasing number and costs of programs undertaken by the District. This was approved by the Board and the amount of \$25,000 has been included in the Public Utilities FY07 through FY10 budgets. This amount has been matched by Natrona County.

Now that the water savings objectives, through water conservation projects for the Casper-Alcova Irrigation District have been achieved, Casper has different vested interests with the District. The Conservation District has been involved, and will continue to be involved, in other programs beneficial to Casper especially area wide selenium control best management practices.

The District cooperated with the City and the Department of Environmental Quality in the development of the Clean Water Act Total Maximum Daily Load (TMDL) for stream segments of the North Platte River and its tributaries above and through Casper. They are also involved in the Stormwater Phase II Implementation for the City of Casper through technical advice and educational programs. They have also been involved with the City in stream restoration projects and received funding from the Wyoming Water Development Commission for a North Platte River Level I – Watershed Study which will benefit Casper. Please refer to the funding agreement FY13 Annual Report/FY14 Annual Plan (Exhibit "A") for District goals, objectives, and tasks.

During FY11 budget discussions, the amount of funding for the Natrona County Conservation District was reduced to \$12,500 and remained the same for FY12. Per Council direction in 2012, funding was increased to \$25,000 for FY13. The increased funding of \$25,000 remains the same for FY14. This funding is for the period of April 1, 2014 through March 31, 2015.

A resolution is prepared for Council's consideration.

**FUNDING AGREEMENT BETWEEN THE CITY OF
CASPER AND THE NATRONA COUNTY CONSERVATION
DISTRICT**

THIS FUNDING AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the CITY OF CASPER, WYOMING, a Municipal Corporation, hereinafter referred to as "City," and NATRONA COUNTY CONSERVATION DISTRICT, hereinafter referred to as "District."

WHEREAS, City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111; and,

WHEREAS, the District and the City desire to enter into a contract for the District to provide the services described in this agreement for the compensation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

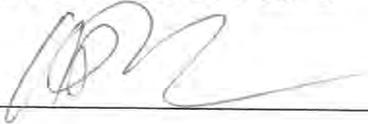
1. The terms of the Agreement shall be for a period of twelve (12) months, commencing April 1, 2014, and terminating March 31, 2015.
2. The parties agree that the total contract price of services to be provided by District, shall be the sum of Twenty-Five Thousand Dollars (\$25,000.00) payable to District, upon receipt of a signed City voucher.
3. District agrees to utilize funding provided via this agreement for direct and administrative costs for the purposes expressed in the Natrona County Conservation District 2013-14 Annual Plan of Work document as attached hereto and incorporated herein (Exhibit "A").
4. District shall keep and maintain proper records, and shall make an annual financial report to City following the close of the Fiscal Year. District shall make quarterly reports to the City.
5. District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of race, color, national origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and all services, privileges, accommodations, and activities provided thereby. District agrees to give written assurances to City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.
6. District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars

(\$250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for property damage coverage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be cancelled without thirty (30) days prior written notice to City. District hereby agrees to provide the City with copies of said insurance policies and/or certificates of insurance attesting to said coverage upon the execution of this agreement. The intent of this section is to insure that sufficient funds are available to fully insure City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. District hereby agrees to carry Workers' Compensation coverage for its employees in the amounts and limits as provided by Wyoming law with proof of coverage being provided the City as provided above.

7. District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save City harmless of any such claims and debts.
8. The City and the District do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., and the City and the District specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
9. This Agreement shall be binding upon the parties hereto, their respective successors, and assigns.

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

WITNESSETH:

Lisa Ogden
By: District Manager

NATRONA COUNTY
CONSERVATION DISTRICT



Bob Shellard
Chairman

Natrona County Conservation District

"Locally-led Conservation of Water, Soil, and other Natural Resources"

**NCCD
PRIORITIES**

- Overall Health of the Watershed
- Water Quality & Quantity
- Proper Soil Management
- "Real-Life" Conservation
- Conservation Seedling Tree & Shrub Program
- Ongoing Partnership Development & Landowner Participation

**WATERSHED
APPROACH**

Natrona County Conservation District utilizes a watershed approach when working toward the health of the Middle North Platte River Watershed. A watershed approach is hydrologically defined, geographically focused, and includes all stressors in the watershed, including geology, range condition, farming, ranching or industry. NCCD also takes into consideration the culture and customs of the residents of Natrona County, keeping conservation efforts local and realistic.

**Natrona County
Conservation District**

5880 Enterprise Drive, Suite 100
Casper, Wyoming 82609

(307) 261-5436, ext. 103
(307) 261-5435 (fax)

www.nccdwyoming.com
nccdwyoming@outlook.com

**FY2013 ACTIVITIES
MIDDLE NORTH PLATTE
RIVER WATERSHED**

Due to the underlying geology of Natrona County, thirty-seven miles of the North Platte River and several of its tributaries are listed by the Wyoming Department of Environmental Quality (WDEQ) as impaired for the priority pollutant selenium. Natrona County Conservation District (NCCD) has taken a proactive approach to mitigate the levels of selenium that are transported through our waterways by implementing Best Management Practices (BMPs) on Natrona County's irrigated farmland. Our consistent accumulation of water quality data shows the success of these BMPs in lowering total selenium levels in many of these waterbodies.

A North Platte River Total Maximum Daily Load (TMDL) Implementation Plan has been presented to WDEQ with recommendations on how to reduce the selenium levels in our watershed via implementing BMPs in priority areas.

NCCD has been awarded grants through

WDEQ to implement these BMPs and continue working to lower the concentrations of selenium in our waterways. Together with tremendous landowner involvement and participation, NCCD is working to improve water quality and overall watershed health in the Middle North Platte River Watershed.

While we can not change the underlying geology of the county, we **can** minimize the transport of selenium through our waters with effective conservation practices.



- NCCD BOARD OF
SUPERVISORS**
- Bob Shellard** - Chairman (Rural)
 - Andy Anderson** - Vice-Chairman (Rural)
 - Richard Hallingstad** - Treasurer (Urban)
 - Kelly Burch** - Supervisor (Rural)
 - Len Camp** - Supervisor (At-large)

- NCCD STAFF**
- Lisa Ogden** - District Manager
- NATURAL RESOURCES
CONSERVATION
SERVICE**
- Kenny Wolfley** - District Conservationist
 - Todd Schuldies** - Civil Engineering Tech

WATER SAMPLING & ANALYSIS

Since 2001, NCCD has implemented a comprehensive sampling and analysis program to identify the concentrations and movement of selenium in our waterways. NCCD continues to sample on a monthly basis to provide a long term hydrologically based dataset showing the trends in the selenium concentrations.

NCCD has established sampling sites on the North Platte River, Casper Creek, Poison

Spider Creek, Poison Spring Creek, and Casper Creek. NCCD has thirteen years of data showing a definite downward trend in the levels of selenium in our waterbodies.. These trends are due to the Best Management Practices (BMPs) that have been implemented in the Kendrick Irrigation District.

This is excellent news as NCCD works to "delist" the North Platte River from the

WDEQ's 303(d) List.

NCCD is able to continue this sampling routine thanks to grants awarded through both the WDEQ and Wyoming Department of Agriculture.



Water sampling in all weather conditions.

LEVEL I WATERSHED STUDY



"When the well is dry, we know the worth of water."

- Benjamin Franklin

NCCD is the sponsor of a Level I Watershed Study through the Wyoming Water Development Commission (WWDC) that will define a watershed plan focusing on water quality and quantity, rangeland health, and scientifically proven ways to improve the overall health of the Middle North Platte River Watershed. While participation by landowners is completely voluntary, NCCD has had abundant interest and participation in the study.

With the completion of the Level I Watershed Study, NCCD will be presented with a document that will incorporate all the available technical information describing conditions and assessments of the water-

shed, including hydrology, geology, geomorphology, geography, soils, vegetation, water conveyance infrastructure, and stream system data.

The Watershed Study is due to be completed by the end of 2013, with an outline of suggested watershed improvement projects and funding potentials. Due to this study, landowners in the Middle North Platte River Watershed will now be eligible for state funding to assist with projects to improve water quality, habitat for fish and wildlife, and address environmental concerns by providing water supplies to support plant and animal species or serve to improve overall resource conditions.

NATURAL RESOURCE PERSPECTIVES

Natrona County Conservation District plays a major role as a steward of the conservation of natural resources. Since the use of natural resources is such an integral part of our economy and culture, the Conservation District must focus not only on our natural resources, but also on the people and communities who are dependent upon them. **Natural resources include, but are not limited to soil, water, land, trees, forest, grasses/range lands, wildlife and agriculture.**

Individuals, government entities, businesses and industries must work toward the common goal of "sustainable resource use". NCCD works closely with the agricultural community of Natrona County to ensure that wise practices are utilized in farming, ranching and range management. The benefits of these practices are important to both the rural and urban community. Agriculture bases its very existence on the sustainable use of our

natural resources, while the entire world's population bases its existence on sustainable agriculture. If you eat, you are a part of agriculture.

"If you eat, you are a part of agriculture."



C O N T I N U I N G F O R W A R D . . . I N T O F Y 2 0 1 4

Natrona County Conservation District will continue its efforts to minimize the selenium and its effects in the watershed, while continuing to collect data to ensure that our BMP efforts are effective. NCCD's goal is to obtain and present enough credible data to Wyoming Department of Environmental Quality to get the North Platte River removed from the WDEQ Impaired Waters List by 2024.

While the tributaries will probably always contain some concentration of selenium due to the underlying geolo-

gy, all efforts to minimize the selenium contribution to the North Platte will most certainly benefit the watershed and its residents, both environmentally and monetarily.



NCCD will continue to seek out grants to implement BMPs to improve the watershed health and will effectively manage those moneys for the best "bang for the buck".

Many landowners, government and private entities, and citizens in Natrona County are dedicated to improving the health of the North Platte River, for the benefit of everyone in the county. NCCD will continue coordinating with these other local efforts.

B M P I M P L E M E N T A T I O N

To date, BMP implementations have shown the most promising prospects for effectively reducing selenium transport within the localized environment. Consequently, BMP implementation has been, and will continue to be, the focus of NCCD efforts in resolving this issue. BMPs include improvements to water conveyance and application systems on irrigated croplands, lining or piping of irrigation ditches,

and conversions from traditional flood irrigation practices to more modern side-roll and pivot irrigation delivery systems.

All producers within Natrona county, more specifically within the Middle North Platte Watershed, are encouraged to apply for BMP projects through NCCD. In 2014, new applications will be ranked according to a number of criterion, including the degree to which projects align with TMDL goals, and 319 Grant monies will be allo-

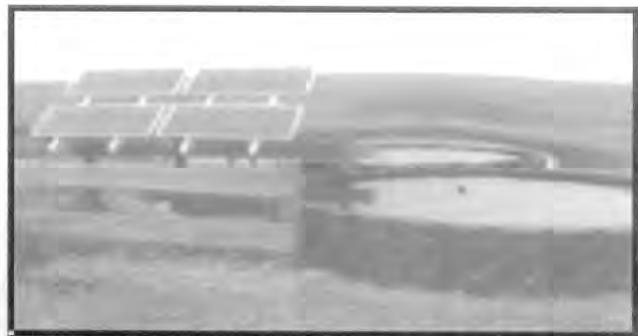
cated accordingly.

Out of the \$735,437 awarded to NCCD by WDEQ, \$600,00 of these funds are to be spent on the ground for BMP implementation. Based upon the previous year's projects and the limited staff of NCCD, it can be assumed that 4-6 projects on private lands will be completed in 2014.

S M A L L W A T E R P R O J E C T S

As a result of the completion of a Wyoming Water Development Commission (WWDC) sponsored level-one watershed study in 2013, an appreciable amount of the state agency's funds have become available to Natrona County producers through the Small Water Projects Program (SWPP). This program is intended to provide incentives to producers for improving watershed conditions and function.

The SWPP stipulates that producers must consult with land management agencies and sponsoring entities to ensure alignment with the goals of the program, in order to be eligible for this grant. NCCD intends to act as a sponsoring entity to assist producers in developing plans and applying for these monies. Projects supported by this program can include, but are not limited to, the construction or rehabilitation of small reservoirs, wells, conveyance systems, solar platforms, irrigation projects, windmills and wetlands. The program is designed to match funds 50/50 with producers up to \$25,000 funded through the SWPP, with project totals not exceeding \$100,000.



As many producers volunteered their participation in the level-one watershed study in 2013, plans and designs have already been completed for many of their projects. As a result, these projects are most likely to see completion in 2014. Additionally, NCCD will continue to work with producers to complete project designs and SWPP applications, as well as conduct outreach to increase public awareness of the program.

CONSERVATION TREE SALES

Conservation tree sales have had an increasingly important role in NCCD functions. With tree sales beginning many years ago, NCCD continues to sell more trees every year than the year previous. To a large degree, this can be attributed to not only the steadily increasing public awareness of the annual event, but also the quality and expense of the trees sold. Customers can place their orders for trees throughout the year, and delivery of the trees typically takes place sometime in early May. Residents are encouraged to place their orders early, as trees are allocated on a first come, first serve basis.

These tree seedlings are ideal for shelterbelts, living snow fences, erosion control barriers and windbreaks on rural and small acreage properties.

2013 saw a record-breaking 6400 trees sold, and as of December 2013 over 4000 trees have been ordered for 2014! With most sales typically occurring after the new year, 2014 is likely to again see a record setting year for tree sales at NCCD.



FY2013 & FY2014 BUDGET COMPARISON

	Actual FY2013 Income/Expenses	Approved FY2014 Budget
REVENUES		
Government Support:		
WDA Base Funds	\$ 8,824.00	\$ 8,825.00
WDA Lab Funds		\$ 3,751.00
Casper City Council		\$ 25,000.00
Natrona County Commissioners	\$ 25,000.00	\$ 25,000.00
Prairie Dog CRM		\$ 22,227.40
HT RC&D	\$ 1,025.00	
Operation Revenues:		
Retail Sales- Trees & Supplies	\$ 11,926.00	\$ 10,000.00
State/Federal Grants:		
WDEQ - NPRWPIP 319 Grant	\$ 73,760.00	\$ 564,437.00
WDA Water Quality Grant	\$ 30,000.00	\$ 28,186.19
WDA Water Quality Demo Grant	\$ 20,000.00	\$ 20,000.00
Miscellaneous:		
Interest, Area IVWACD Mtg	\$ 86.00	\$ 800.00
Rollover from FY2012	\$ 3,550.00	\$ 2,000.00
TOTAL Revenues	\$ 174,171.00	\$ 710,226.59
EXPENSES		
Administration		
Personnel Services	\$ 46,320.00	\$ 73,916.00
Board Expenses	\$ 890.00	\$ 1,843.00
Contractual Services	\$ 310.00	\$ 4,350.00
Other Administrative	\$ 2,377.00	\$ 1,875.00
Operations		
Travel	\$ 511.00	\$ 3,902.47
Operating Supplies	\$ 10,695.00	\$ 11,551.00
Program Services	\$ 100.00	\$ 100.00
Contractual Arrangements	\$ 51,383.00	\$ 588,727.40
Other Operations	\$ 6,130.00	\$ 10,644.00
Indirect Costs		
Insurance	\$ 951.00	\$ 1,050.00
Indirect Payroll	\$ 4,903.00	\$ 12,267.72
TOTAL Expenses	\$ 124,570.00	\$ 710,226.59

Conserving natural resources for our future

RESOLUTION NO. 14-100

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT
BETWEEN THE CITY OF CASPER AND THE NATRONA
COUNTY CONSERVATION DISTRICT.

WHEREAS, the City of Casper has entered into previous funding agreements with the Natrona County Conservation District each year from 1993 through 2013; and,

WHEREAS, the Conservation District, through its programs, will provide benefits to the City of Casper; and,

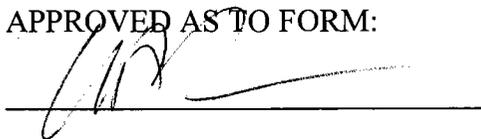
WHEREAS, the City of Casper desires to enter into a new funding agreement with the Natrona County Conservation District.

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 funding agreement between the City of Casper and the Natrona County Conservation District in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make verified partial payments to the project as prescribed by the contract for a total amount not to exceed Twenty-Five Thousand Dollars (\$25,000).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer
SUBJECT: Agreement with Casper Electric, Inc.
Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project, No. 12-56

Recommendation:

That Council, by resolution, authorize an agreement with Casper Electric, Inc., for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project, No. 12-56, in the amount of \$262,603. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$27,397, for a total project amount of \$290,000.

Summary:

On Tuesday, April 1, 2014, two (2) bids were received to install a traffic signal at the intersection of Poplar Street and Midwest Avenue/King Boulevard.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Casper Electric, Inc.	Casper, Wyoming	\$262,603
Modern Electric Co.	Casper, Wyoming	\$299,102

The estimate prepared by the City's consultant was \$299,200, with the low bid received at \$262,603. Adding a construction contingency amount of \$27,397 brings the total contract amount to \$290,000.

Funding for the project is available from County Wide Consensus funds.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Casper Electric, Inc., 3150 E. Yellowstone Highway, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a four-way traffic signal at the intersection of Poplar Street and Midwest Avenue/King Boulevard; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal, Project No. 12-56.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal, Project 12-56.

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering, Inc., who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 29, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 12, 2014.
- 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

SFA-1

paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Sixty-Two Thousand Six Hundred Three Dollars (\$262,603.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. 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 Requirements. 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 the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold

five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.2 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 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-5, 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.
- 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 six (6) sections.
- 8.10 Electrical Provisions, consisting of Section 26 0030 through 26 3213.
- 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 Notice of Substantial Completion.

SFA-4

8.17 Drawings.

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.

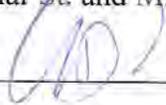
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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.

DATED this _____ day of _____, 2014.

APPROVED AS TO FORM:

(Poplar St. and Midwest Ave./King Blvd. Traffic Signal, Project No. 12-56)



ATTEST:

CONTRACTOR:

Casper Electric, Inc.
3150 E. Yellowstone Hwy.
Casper, WY 82609

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Paul L. Meyer

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
 Poplar St. And Midwest Ave./King Blvd. Traffic Signal
 Project No. 12-56

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 substantially complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 29, 2014, and completed and ready for final payment by September 12, 2014, 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. 1 Dated 03/19/14
 Addendum No. 2 Dated 03/27/14

 - 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: \$ **262,603.00**

TOTAL BASE BID, IN WORDS: **Two Hundred Sixty-two Thousand, Six Hundred Three and no/100** 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: **3150 E. Yellowstone Hwy.**
Casper, WY 82609

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 **April 1**, 2014.

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Casper Electric, Inc.
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Ben Hansuld *Ben Hansuld*
(Name) (Signature)
Vice President
(Title)

Attest:

O Walker

Business Address: 3150 E. Yellowstone Hwy.
Casper, WY 82609

Phone Number: 307-237-3003

A JOINT VENTURE

By: _____ (Name) _____ (Signature) (seal)

(Address)

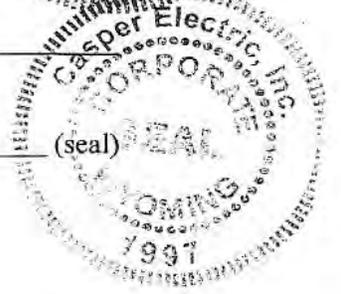
Phone Number: _____

By: _____ (Name) _____ (Signature) (seal)

(Address)

Phone Number: _____

(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.)



ITEMIZED BID SCHEDULE
 POPLAR ST. AND MIDWEST AVE./KING BLVD. TRAFFIC SIGNAL PROJECT
 PROJECT NO. 12-56
 FEBRUARY 24, 2014

Bid Schedule: POPLAR ST. AND MIDWEST AVE./KING BLVD. TRAFFIC SIGNAL PROJECT

FT = LINEAL FOOT SY = SQUARE YARD CY = CUBIC YARD EA = EACH LS = LUMP SUM

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization and Bonds for <u>Nine Thousand</u> Dollar(s) and <u>no</u> Cent(s) per lump sum.	9,000.00	9,000.00
2	1	LS	Traffic Control for <u>Seven Thousand Five Hundred</u> Dollar(s) and <u>no</u> Cent(s) per lump sum.	7,500.00	7,500.00
3	1	LS	Traffic Signal System for <u>Two Hundred Seventeen Thousand Forty-five</u> Dollar(s) and <u>no</u> Cent(s) per lump sum.	217,045.00	217,045.00
4	1	LS	Electrical Conductors for <u>Thirteen Thousand Six Hundred Five</u> Dollar(s) and <u>no</u> Cent(s) per lump sum.	13,605.00	13,605.00
5	1	LS	Pavement Markings for <u>Six Thousand Eight Hundred Fifty-three</u> Dollar(s) and <u>no</u> Cent(s) per lump sum.	6,853.00	6,853.00
6	20	SY	Concrete Sidewalk for <u>One Hundred Fifty</u> Dollar(s) and <u>no</u> Cent(s) per square yard.	150.00	3,000.00
7	70	FT	Curb & Gutter for <u>Eighty</u> Dollar(s) and <u>no</u> Cent(s) per lineal foot.	80.00	5,600.00
TOTAL BID (Addition of Totals from Items 1-10)				\$ <u>262,603.00</u>	

RESOLUTION NO. 14-101

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER ELECTRIC, INC., FOR THE POPLAR STREET AND MIDWEST AVENUE/KING BOULEVARD TRAFFIC SIGNAL PROJECT NO. 12-56.

WHEREAS, the City of Casper desires to install a traffic signal at the intersection of Poplar Street and Midwest Avenue/King Boulevard; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project No. 12-56; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

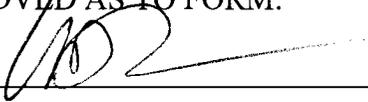
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Casper Electric, Inc., for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Sixty-Two Thousand Six Hundred Three Dollars (\$262,603.00), and Twenty-Seven Thousand Three Hundred Ninety-Seven Dollars (\$27,397.00) for a construction contingency account, for a total price of Two Hundred Ninety Thousand Dollars (\$290,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew Beamer, P.E., City Engineer
Andrew Colling, Engineering Technician

SUBJECT: Agreement with Nix Signs Company, LLC
Lansing Field Scoreboard Replacement Project 13-59

Recommendation:

That Council, by resolution, authorize an agreement with Nix Signs Company, LLC, for the Lansing Field Scoreboard Replacement, Project No. 13-59, in the amount of \$25,102.

Summary:

Quotes were solicited from local contractors to replace the scoreboard at Lansing Field. The quotes received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>QUOTE</u>
Nix Signs Co.	Casper, Wyoming	\$25,102
Bar D Signs	Casper, Wyoming	\$31,100

Work for this project will include removal of the existing scoreboard and installation of a new scoreboard with radar gun and interface. Work is scheduled to be completed by June 1, 2014.

Funding for the project will be from Casper Legion Baseball funds provided from the Casper Ghosts settlement agreement.

A resolution is 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 April, 2014, 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. Nix Signs Company, LLC, 5025 West Yellowstone, Casper, Wyoming 82604 ("Contractor").

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

RECITALS

- A. The City is undertaking the replacement of the scoreboard at Lansing Field.
- B. The project requires professional services for removal and installation of a new scoreboard.
- 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: Lansing Field Scoreboard Replacement Project.

A. SUMMARY

Contractor shall remove and dispose of existing scoreboard and install new scoreboard and radar gun and interface.

B. CONTRACTOR RESPONSIBILITIES

1. Provide all materials for work.
2. Remove existing scoreboard.

3. Provide all prep work that may be required.
4. Install new scoreboard to Owner's satisfaction.
5. Remove, clean-up and properly dispose all excess materials.
6. Contractor responsible for field verifying all measurements.

C. SCOREBOARD

1. Scoreboard
 - a. Daktronics BA-2127
 - b. Color to be determined by City.
2. Radar Gun
 - a. Radar gun and interface shall be compatible with Daktronics BA-2127 Scoreboard.

D. INSTALLATION – All material and work shall be completed in a substantial workmanlike manner.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1st day of July, 2014.

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 Twenty-Five Thousand One Hundred Two and 00/100 Dollars (\$25,102.00).

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.

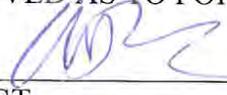
6. EXTENT OF CONTRACT:

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:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
Nix Signs Company, LLC
5025 Yellowstone
Casper, Wyoming 82604

By: 

By: 

Printed Name: ANDREW COLLINS

Printed Name: CASEY

Title: ENGINEERING TECH. II

Title: OWNER

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:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$***

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

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

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage 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 Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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.

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.



5025 W. Yellowstone Casper, WY 82604 Phone (307) 235-1997 Fax (307) 237-6608

ESTIMATE

COMPANY SUBMITTED TO: CITY OF CASPER

ATTENTION: ANDREW

DATE: 03.04.2014

STREET:
CITY: CASPER, WY

PHONE: 235-8206

Nix Sign Company, LLC submits an estimate to supply and install a BA-2127 Scoreboard in place of existing Fairplay unit. Estimate includes all hardware and labor. Electrical would be by others.

Bid Price \$21,912.00

Note: Radar Gun and Interface for BA-2127 Scoreboard \$3,190.00

Note: Protection screens installed at time of manufacturer \$1985.00
If installed at a later date \$2585.00

Note: Taxes and permits are not included in bid price.

Note: A \$300 fee has been added in lieu of the 1/2 down to compensate for finance costs to start project.

We propose hereby to furnish material and labor-complete in accordance with above specifications, if excavation is required, the quoted prices assume normal soil conditions. All additional materials/labor required by unforeseen soil conditions are not covered in quoted prices and will be charged extra. Other charges not covered in quoted prices include any required permits (i.e., sign, electrical) applicable freight charges, and applicable sales taxes. If sign is illuminated, the electrical will be stubbed out and ready for hook up to electrical service. A deposit of 1/2 down is required to start project unless other arrangements are made. Net monies are due 30 day from date work is completed. Any monies outstanding after 30 days are subject to monthly finance charges at the rate of 1.5% per month on the unpaid balance, and will continue to accrue until the balance is paid in full. Nix Sign Company, LLC has the right to repossess such materials if not paid in full within a reasonable amount of time (45 days after invoicing date) unless other arrangements have been agreed upon by both parties. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

SIGNATURE: _____ DATE: _____
CASEY NIX, OWNER

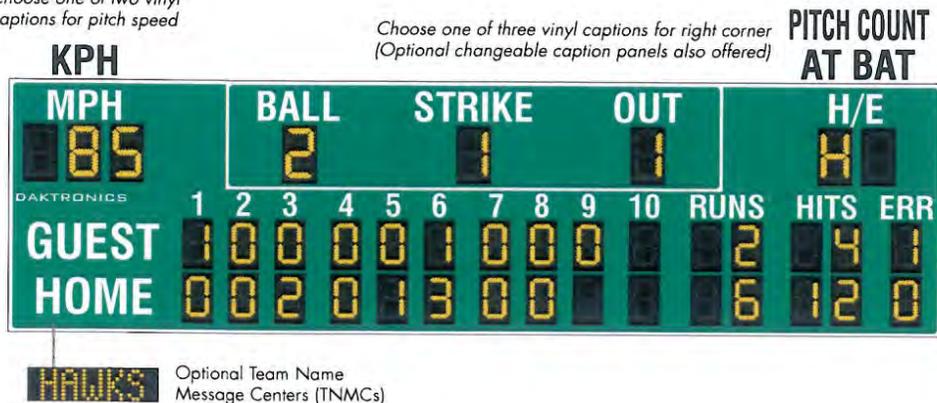
ACCEPTANCE OF PROPOSAL-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Proposal is valid for 30 (thirty) days unless specified.

SIGNATURE OF ACCEPTANCE: _____ DATE: _____
PRINT SIGNATURE: _____

DAKTRONICS BA-2127 PRODUCT SPECIFICATIONS

Choose one of two vinyl captions for pitch speed

Choose one of three vinyl captions for right corner
(Optional changeable caption panels also offered)



Optional Team Name
Message Centers (TNMCs)

This outdoor LED baseball/softball scoreboard displays HOME and GUEST team scores for up to 10 innings, total RUNS and HITS to 99 and ERR (errors) to nine for each team, MPH to 199, BALL to three, STRIKE to two, OUT to two and H/E (hit or error) with field position number for the error. Scoreboard can show KPH instead of MPH, as well as AT BAT or PITCH COUNT in place of H/E. Scoreboard shown with optional striping and amber PanaView® digits.

DIMENSIONS	# OF SECTIONS	UNCRATED WEIGHT	POWER (120 VAC)
7'-0" H x 25'-0" W x 8" D (2.13 m, 7.62 m, 203 mm)	Two Total	875 lb (397 kg)	1200 Watts, 10 Amps
3'-0" H x 25'-0" W x 8" D (914 mm, 7.62 m, 203 mm)	One Top	375 lb (170 kg)	
4'-0" H x 25'-0" W x 8" D (1.22 m, 7.62 m, 203 mm)	One Bottom	500 lb (227 kg)	

Notes:

- 1) Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).
- 2) Optional TNMCs add 300 Watts to scoreboard power and 80 lb (36 kg) to weight of bottom scoreboard section.

DIGITS

- MPH, BALL, STRIKE, OUT and H/E digits are 18" (457 mm) high. All other digits are 15" (381 mm) high.
- Select all red or all amber LED digits. Scoreboard may instead have mixed LED digit colors (see [DD1965467](#)).
- Scoreboard features robust weather-sealed digits (see [DD2495646](#)).
- Digits may be dimmed for night viewing.

CAPTIONS

- HOME and GUEST captions are 12" (305 mm) high. MPH, BALL, STRIKE, OUT and H/E captions are 10" (254 mm) high. All other captions are 8" (203 mm) high.
- Standard captions are vinyl, applied directly to the display face.
- Optional TNMCs are 10.6" (269 mm) high.

DISPLAY COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION

Alcoa aluminum alloy 5052 for excellent corrosion resistance

PRODUCT SAFETY APPROVAL

ETL listed to UL Standards 48 and 1433; tested to CSA standards and CE labeled for outdoor use

OPERATING TEMPERATURES

- Display: -22 to 122° Fahrenheit (-30 to 50° Celsius)
- Console: 32 to 130° Fahrenheit (0 to 54° Celsius)

WWW.DAKTRONICS.COM E-MAIL: SALES@DAKTRONICS.COM

201 Daktronics Drive, PO Box 5128, Brookings, SD 57006
Phone: 1-800-325-8766 or 605-692-0200 Fax: 605-697-4746
DD2594535 121813 Page 1 of 6



RESOLUTION NO. 14-102

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NIX SIGNS COMPANY, LLC, FOR THE LANSING FIELD SCOREBOARD REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to contract for the scoreboard replacement for the Lansing Field Scoreboard Project; and,

WHEREAS, Nix Signs Company, LLC, is ready, willing and able to provide those services specified as the Lansing Field Scoreboard Replacement Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Nix Signs Company, LLC, Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Twenty-Four Thousand Eight Hundred Two Dollars and 00/100 (\$24,802.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew B. Beamer, P.E., City Engineer

SUBJECT: Right-of-Way Contract with Phillips 66 Pipeline LLC
Installation of 8-inch Pipeline

Recommendation:

That Council, by resolution, authorize a right-of-way contract with Phillips 66 Pipeline, LLC (Phillips 66), to install an 8-inch buried pipeline across East 2nd Street.

Summary:

Phillips 66 has a pipeline that traverses the eastern boundary of the City, bisecting commercial and residential developments. Several years ago, Phillips 66 contemplated reclaiming the easement the pipeline is located in by removing all structures and trees that were encroaching. Due to the ensuing public outcry, Phillips 66 reconsidered this action and is now looking at re-routing the pipeline, at their expense, around the eastern boundary of the City. A portion of this re-routed pipeline crosses East 2nd Street, of which Phillips 66 has requested a right-of-way contract for.

Provisions in the right-of-way contract provide assurances to Phillips 66 that no structures, trees, or other obstructions will be built over their 20-foot right of-way. The use of East 2nd Street by the public or for the conveyance of utilities will not be affected by this contract.

A resolution is prepared for Council's consideration.

RIGHT-OF-WAY CONTRACT

STATE OF WYOMING §
 §
COUNTY OF NATRONA §

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the City of Casper, Wyoming, a Wyoming municipal corporation, herein referred to as "Grantor", does hereby grant unto Phillips 66 Pipeline LLC, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", a right-of-way for the right from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place a single eight (8) inch diameter pipeline; all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Natrona County, State of Wyoming, to wit:

SW¼NE¼, Section 6, Township 33 North, Range 78 West of the
6th Principal Meridian

The right-of-way herein granted shall be twenty (20) feet in width, the approximate route of which is more generally described in Exhibit "A", attached hereto and incorporated herein, together with additional work space as needed for construction, maintenance, repair, inspection, removal and replacement of Facilities. Grantee shall replace Exhibit "A" as necessary to reflect said "as built" route and location of the right of way granted hereunder; provided, however, the 8" pipeline shall be located solely within the width of the right of way granted.

There shall be no above ground installations or structures on the right-of-way without the express written consent of Grantor, which consent shall not be unreasonably withheld, delayed or conditioned, except for pipeline markers and/or vent pipes at fence lines, roadways, railroads, ditches and waterways or as dictated by governmental regulations.

Grantor further grants and conveys unto Grantee the right of reasonable ingress and egress on, over, across and through the above-described lands including lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the above described lands, for all purposes necessary or incidental to the exercise of the rights herein granted. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings or trees on the herein granted right-of-way.

Grantor shall have the right to fully use and enjoy said premises except as to the rights herein before granted and subject to the restrictions set forth herein. Grantor further reserves for itself the right to create and grant such other right-of-ways, easements, rights and privilege in, on, under, or across the right-of-way to such persons and for such purposes as Grantor may elect, provided that such additional grant(s) does not unreasonably interfere with the right-of-way granted herein. If any such use by Grantor shall, at any time, necessitates that Grantee relocate all or any portion of the Facilities, such change shall be made by the Grantee within a reasonable period of time, at the sole expense of the Grantee on a one time basis only, upon Grantee's receipt of a written demand of the Grantor, and the Grantor shall not be liable to said Grantee on-account thereof. If Grantee refuses to relocate the Facilities, or fails to relocate the Facilities within a reasonable period of time (subject to force majeure events that are beyond the reasonable control of Grantee), then Grantor may relocate said Facilities, and each and every part thereof, and restore the premises to its condition prior to the relocating the Facilities, and the Grantee hereby agrees to pay the Grantor the reasonable cost of said relocation of the Facilities or any part thereof. However, if Grantor demands the Grantee to relocate its Facilities in accordance with the provisions set forth above, then Grantor shall provide the Grantee with a suitable alternate right-of-way for the Facilities. Provision of a suitable alternate right-of-way by the Grantor, at no cost to Grantee, is a condition precedent to the Grantee's obligation to relocate all or any part of its Facilities.

When the right-of-way is no longer useful, necessary or convenient to Grantee, Grantee shall execute and record a release of this Right-of-Way Contract. Grantee shall have no obligation to remove any of the underground Facilities, but shall have the option, at Grantee's sole discretion, to do so with respect to all or any of the Facilities. If the Grantee removes any of the Facilities, Grantee shall restore the surface to its condition prior to the removal of the Facilities. Any Facilities remaining on the property after the expiration of 180 days following the filing of such release shall become the property of Grantor.

Grantee agrees to indemnify the Grantor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the Grantor, its agents and employees, and including all reasonable costs and expenses incident thereto, arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the said Facilities, to the extent such damage, injury or death is caused by the acts of the Grantee, its agents or employees.

Grantor 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 Grantor specifically reserves the right to assert any and all rights,

immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

This right-of-way is granted to the Grantee subject to all existing easement, rights-of-way, covenants, restrictions and reservations filed of record.

Grantor does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this Right-of-Way Contract, and Grantee accepts the premises "AS IS."

The provisions of this Right-of-Way Contract are to be considered a covenant that runs with the land herein described, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The right-of-way and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately; provided, however, any such transfer, lease or assignment of the right-of-way and rights granted herein shall be only be made with the prior written consent and approval of the Grantor, which consent and approval shall not be unreasonably withheld, delayed or conditioned.

This Right-of-Way Contract may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the _____ day of _____, 2014 (the "Effective Date").

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

GRANTOR
CITY OF CASPER

Paul L. Meyer
Mayor

WITNESS:

By: _____

Printed Name: _____

Title: _____

GRANTEE
PHILLIPS 66 PIPELINE LLC

By: _____

Printed Name: _____

Title: _____

(Acknowledgements on next pages)

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2014 by Paul L. Meyer as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2014 by _____ as the _____ of Phillips 66 Pipeline LLC.

(Seal, if any)

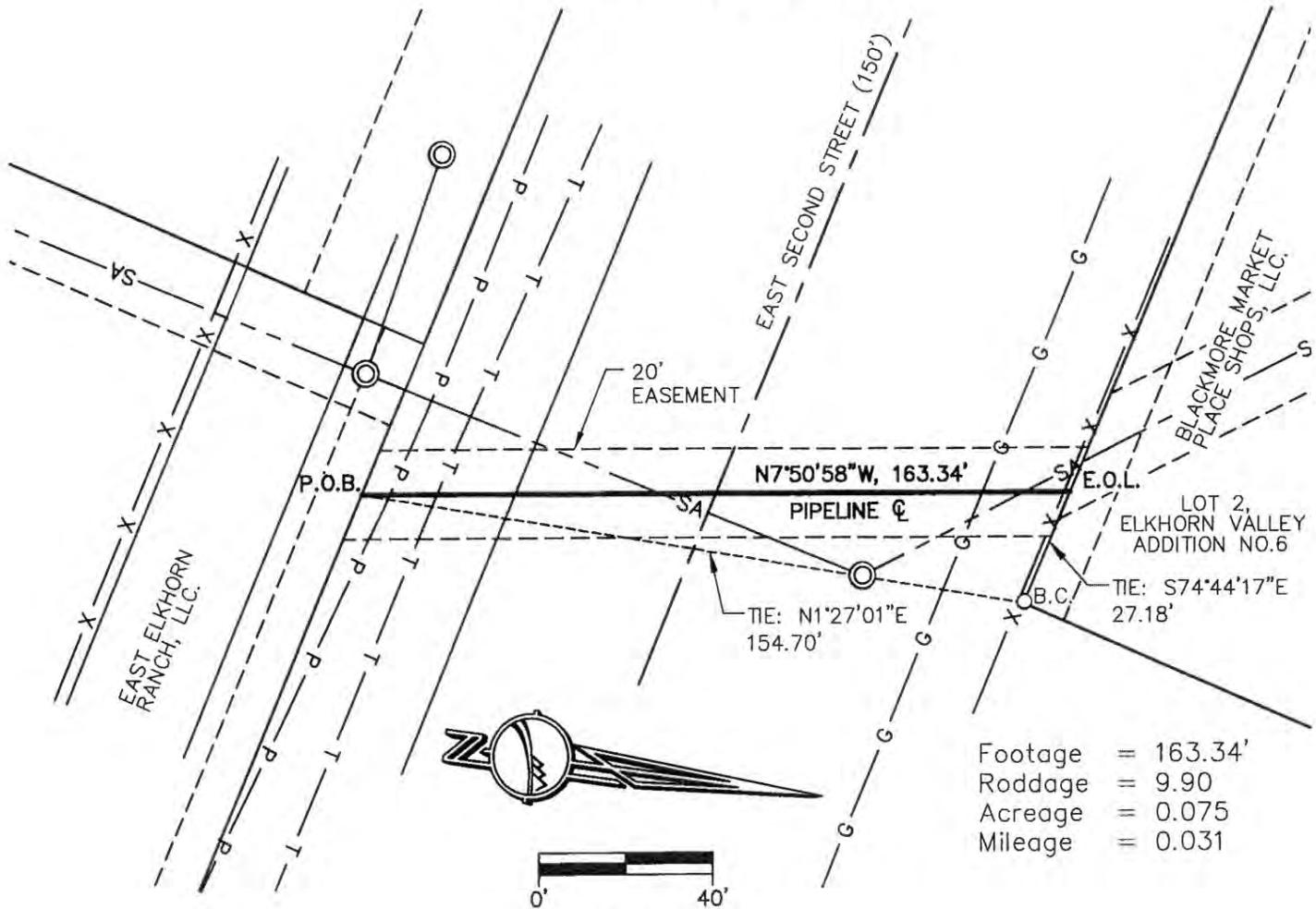
(Signature of notarial officer)

[My Commission Expires: _____]

FOR

Client PHILLIPS 66 PIPELINE, LLC. Address PO BOX 9000
 City BARTLESVILLE State OK Zip 74005

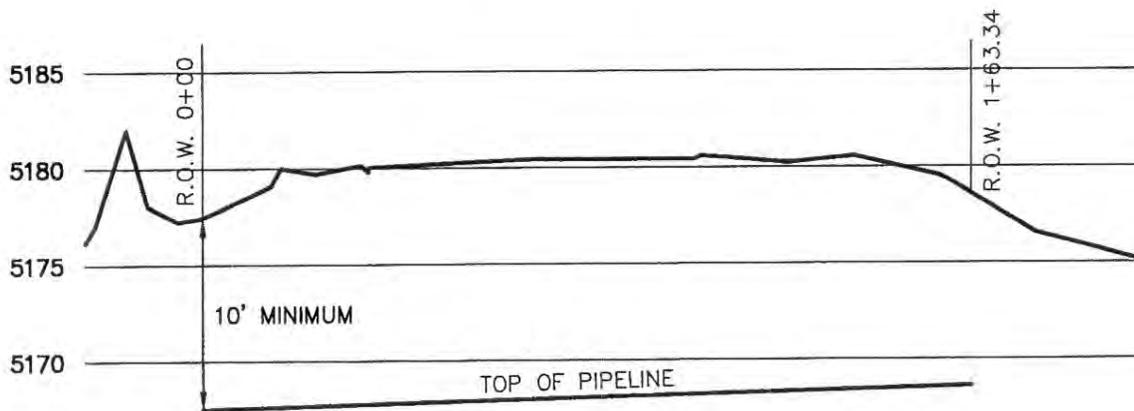
**PIPELINE CROSSING
 OF EAST SECOND STREET
 SW1/4NE1/4, SECTION 7
 T.33N., R.78W. OF THE 6TH P.M.
 NATRONA COUNTY, WYOMING**



Footage = 163.34'
 Roddage = 9.90
 Acreage = 0.075
 Mileage = 0.031



SCALE: 1"=40'
 BASIS OF BEARING:
 NAD83(86)
 WYOMING STATE PLANE
 EAST CENTRAL ZONE



HORIZ. SCALE: 1"=40'
 VERT. SCALE: 1"=10'



April 7, 2014

Exhibit A
Page 2 of 2

Phillips 66 Pipeline, LLC.
PO Box 9000
Bartlesville, OK 74005

W.O. No.: 15253-01

Description: 20 Foot Wide Pipeline Easement, East Second Street

A Parcel and Strip 20 feet in width located in and being a portion of the SW1/4NE1/4, Section 7, Township 33 North, Range 78 West of the Sixth Principal Meridian, Natrona County, Wyoming and lying 10 feet parallel and perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the most southerly end of said Parcel and Strip and a point in the southerly line of a 150.00 foot wide East Second Street Right-of-Way and from which point the southeast corner of Lot 2, Elkhorn Valley Addition No. 6, bears N1°27'01"E, 154.70 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, N7°50'58"W, 163.34 feet to a point in and intersection with the northerly Right-of-Way line of said East Second Street and the Point of Terminus and from which point the southeast corner of said Lot 2, Elkhorn Valley Addition No. 6, bears S74°44'17"E, 27.18 feet and containing 0.075 acres, more or less and being 163.34 feet in total length, as set forth by the plat attached and made a part hereof.



RESOLUTION NO. 14-103

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY CONTRACT WITH PHILLIPS 66 PIPELINE LLC TO INSTALL AN 8-INCH PIPELINE ACROSS EAST 2ND STREET.

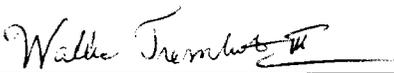
WHEREAS, Phillips 66 Pipeline LLC has requested permission from the City to use City right-of-way and property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing an underground 8-inch pipeline across East 2nd Street; and,

WHEREAS, the City of Casper has determined that the use of said City-owned property and right-of-way will not unreasonably interfere with the use thereof by the City or the general public.

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 right-of-way contract with Phillips 66 Pipeline LLC for the purpose of using certain City-owned right-of-way for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing an underground 8-inch pipeline, more particularly described in said right-of-way contract, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

March 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police 

SUBJECT: Juvenile Detention Services Agreement

Recommendation:

That Council, by resolution, authorize a one-year agreement with the Natrona County Commissioners for the safe and secure incarceration of juvenile prisoners for the Casper Police Department.

Summary:

The approval of this agreement will allow the Casper Police Department to place juveniles in a safe and secure facility located at the Natrona County Regional Juvenile Detention Center. The City of Casper will receive the services for the flat rate cost of \$7,500 per month.

Council approved this agreement for the 2013-2014 year via Resolution No. 13-203 on August 6, 2013

A resolution has been prepared for Council's consideration

PROVIDER AGREEMENT

This agreement (the "Agreement") dated the 18th day of March, 2014, by and between Natrona County, Wyoming, acting by and through its Board of County Commissioners and Gus O. Holbrook, Natrona County Sheriff (hereinafter "Provider"); and the City of Casper, Wyoming (the "City").

RECITALS

WHEREAS, the City desires a Juvenile Detention Program, hereinafter referred to as the "Project", to provide juvenile detention services and to ensure the availability of detention and sentencing options to Courts and Law Enforcement in the City; and

WHEREAS, the Project requires supervision, administration and coordination; and

WHEREAS, the Provider represents that it is ready, willing, and able to provide the professional services to the City as required by this Agreement; and

WHEREAS, the City desires to retain the Provider to perform such services: and

WHEREAS, Provider has contracted with Cornerstone Programs Corporation to operate the Natrona County Regional Juvenile Detention Center.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties, intending to be bound, agree as follows:

PART I

SCOPE OF SERVICES:

Provider shall perform the following services:

- A. Provider will operate a secure and safe Regional Juvenile Detention Center ("RJDC") meeting the requirements of applicable State standards for the detention of a population not to exceed the maximum number of juveniles allowed by the certifying authority; housing the following juveniles in the RJDC:
 1. Juveniles sentenced by the City of Casper Municipal Court to serve a period of detention, generally expressed in terms of days.
 2. Juveniles held awaiting transport to a State facility after sentencing by the City of Casper Municipal Court to serve a period of incarceration.
 3. Juveniles placed under an agreement with other State, Federal or local governments.

- B. Provider will provide routine health care screenings at intake for juveniles at the RJDC. Provider reserves the right to refuse detainees who suffer from serious health conditions which cause a threat to the proper care of the detainee or an undue burden of care on the Provider. Provider provides on-site nursing services for sick call, to facilitate medications, and for minor medical care not requiring a physician's attention. Provider will ensure that provisions are made for emergency services for each juvenile detainee, outside of the routine and non-emergency health care provided by Provider. Provider will not be financially responsible for the costs of any health care provided outside the facility including, but not limited to clinic visits, doctor visits, prescriptions, emergency room or hospitalization etc., unless incurred as a result of provider's actions or inactions.
- C. The Provider will prepare a detailed accounting of medical expenses of the juvenile who received medical services. The City agrees to reimburse the Provider for any medical expenses and prescription cost at reasonable and customary rates for juveniles placed by the City paid by the Provider that were not incurred as a result of the Provider's actions or inactions. For specialized medical appointments within Natrona County, Provider's secured transport division will provide transportation. Specialized medical appointments outside of Natrona County will be facilitated by Provider's secured transport division at a cost to the City of the current federal per diem mileage rate in effect at the time of such transport.
- D. Provider will provide for transportation of juveniles for court ordered functions and hearings. Provider will bill for such transportation at the rate proscribed by the federal per diem mileage rate in effect at the time of transport.
- E. Provider will provide for education, recreation and counseling programs for each juvenile to include the following:
1. Educational instruction will be conducted by the Natrona County School district and will meet applicable State educational standards, for the minimum amount of weekly classroom time required by the Wyoming Department of Education.
 2. Weekly counseling programs to include basic life skills groups, substance abuse education and relapse prevention, and vocational, elective and cognitive skills programming.
 3. A minimum of one (1) hour per day structured recreation programming.
- F. The Provider shall have a procedure for systematically assessing each juvenile for their individual criminal risks, criminogenic needs, suicidal tendencies and responsiveness to various intervention strategies. The Provider shall use the assessment protocol to determine housing classification, group activities, counseling program, treatment recommendations and compatibility of juveniles.

1. No juvenile shall come into any contact with an adult inmate while at the facility. No juveniles shall be housed in a detention area allowing sight or sound access to adult inmates.
2. Provider shall comply with State and Federal requirements regarding juvenile detention.
3. The City will have full access to operational records specific to those juveniles detained for the City and may conduct reviews of use-of-force and criminal incidents related to those juveniles.

PLACE OF PERFORMANCE:

- A. The services of the Provider will be rendered at the Natrona County Regional Juvenile Detention Center, Casper, Wyoming, (the Premises"). At the discretion of the Provider, in consultation with the Sheriff, services may also be provided at the Southeastern Wyoming Juvenile Center located at 3304 East 1-80 Service Road, Laramie County, Wyoming for space considerations. All costs of such transportation will be borne by the Provider.

TERM OF AGREEMENT:

- A. The services of the Provider will commence upon July 1, 2014 and extend for twelve (12) months from that date.

COMPENSATION:

- A. In consideration of the performance of services rendered under this Agreement, the Provider shall be compensated for services performed in accordance herewith in a flat monthly rate of Seven Thousand Five Hundred Dollars (\$7,500) for juveniles placed in the facility by order of the City of Casper Municipal Court. The City shall not be responsible for payment of juveniles placed in the facility by order or authority of any other agency or court.
- B. The City's financial responsibility for juvenile detention services shall be limited to the amount specified in the above section, being Section A under the "Compensation" heading, except as otherwise provided herein. The Provider will identify the arresting agency in its records and billing statement.

METHOD OF PAYMENT:

- A. Payment will be made in the following manner. Upon receipt of a voucher for payment from the Provider specifying that the Provider has performed the services in conformance with the Agreement, the City shall promptly remit payment to Provider.
- B. Payments on invoices will be made by the City within forty-five (45) days of receipt.

TERMS AND CONDITIONS:

This Agreement is subject to and incorporates by the reference as is fully set out here in the provisions attached hereto as Part II- General Terms and Conditions.

EXTENT OF AGREEMENT:

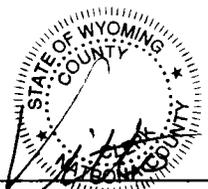
- A. This agreement represents the entire and integrated Agreement between the City and the Provider, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the City and the Provider.
- B. The parties may, upon written agreement of both parties, amend the terms provided for herein.

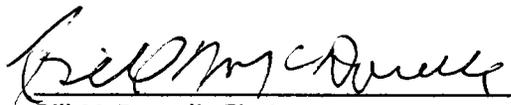
Witness our hands this 18th day of March, 2014.

NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS

Attest:

 Renea Vitto, Natrona County Clerk




 Bill McDowell, Chairman

My term of office expires
January 5, 2015

NATRONA COUNTY SHERIFF


 Gus O. Holbrook, Sheriff

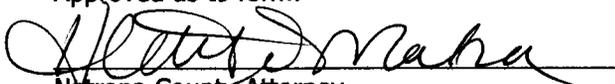
**CITY OF CASPER, WYOMING
A Municipal Corporation**

Attest:

 V.H. McDonald, City Clerk

 Paul Meyer, Mayor

Approved as to form:


 Natrona County Attorney

PART II

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

The Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City:

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The actor 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. FINDINGS CONFIDENTIAL:

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

7. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Provider 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 Agreement.

8. PERSONNEL:

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

9. INSURANCE AND INDEMNIFICATION:

9.1 Provider shall require that Cornerstone Programs Corporation procure and at all times maintain with insurer acceptable to the Provider the following minimum insurance protecting the Provider and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Cornerstone's negligent operations in connection with the performance of this Agreement.

		<u>LIMITS</u>
A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability	\$500,000 combined single unit

9.2 Provider shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Agreement.

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

9.4 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 Cornerstone 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 City having the option to immediately terminate this Agreement.

10. INTENT:

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

11. WYOMING GOVERNMENTAL CLAIMS ACT:

Neither the City or County waives any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and both parties specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

12. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-104

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
THE NATRONA COUNTY COMMISSIONERS FOR THE
PROVISION OF JUVENILE DETENTION SERVICES

WHEREAS, the City desires a Juvenile Detention Program to provide juvenile detention services and to ensure the availability of detention and sentencing options to courts and law enforcement in the City; and,

WHEREAS, the Juvenile Detention Program requires supervision, administration and coordination; and,

WHEREAS, the Natrona County Commissioners represents that they are ready, willing, and able to provide the professional services to the City as required by the Provider Agreement; and,

WHEREAS, the City desires to retain the Natrona County Commissioners to perform such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with the Natrona County Commissioners for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payment throughout the term of the agreement in the amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) per month.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L Meyer
Mayor

April 2, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Linda Witko, Assistant City Manager
SUBJECT: Hewlett Packard c7000 Blade Center

Recommendation:

That Council, by resolution, authorize a contract with Zunesis Inc., of Centennial, Colorado, in an amount not to exceed \$94,700.28, to provide professional services for the purchase and installation of a Hewlett Packard (HP) c7000 Blade Center.

Summary:

The City's current server computing environment has been in place since 2008 and is in need of replacement for production use. The HP c7000 Blade Center will replace the existing system at City Hall. The old unit will then be repurposed for backup and disaster recovery purposes.

A resolution and contract have been prepared for consideration.

Funding for this contract will come from remaining 1%13 capital technologies.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 15th day of April, 2014, 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. Zunesis, Inc., 9000 E Nichols Ave, Centennial, CO, 80112 (“Contractor”).

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

RECITALS

A. The City is undertaking the installation of a Hewlett Packard (HP) c7000 Blade Center to operate the City’s servers.

B. The project requires professional services for planning, configuration, and implementation of a HPc7000 Blade Center at City Hall.

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 pre-planning session will be setup to review the requirements and to determine the timelines.
- Installation of the following hardware according to the product Setup and Installation Guide procedures:
 - One c-Class enclosure, including power supplies and fans.
 - Configuration of c-Class enclosure includes setup of the Onboard Administrator.
 - Up to eight interconnect modules.
 - Hardware installation of c-Class Proliant server blades (up to 16), including server blade qualified options into a single blade enclosure.

- Configuration of iLO management processors.
- Verification that all the existing firmware is current.
- Operating system installation on two blade servers.
- One VMware vCenter Server will be installed and configured.
- Up to three VMware ESX hosts will be setup, configured, and added to the vCenter server for management purposes.
- All hardware will be checked against the VMware Hardware Compatibility List to be sure it is fully supported.
- Configure the cluster for availability as needed.
- Verification that all storage and networking is working correctly.
- Verification that all the existing patches and service packs are installed.
- Provide assistance to migrate all virtual machines from the current blade center to the new HPC7000 blade center.
- Documentation of the work provided.

In accordance with the project, the City shall:

- Designate a project representative for City who will be the single point of contact for work performed.
- Communicate any project changes to the Contractor Project Manager in a timely manner.
- Provide adequate working conditions when Contractor is performing work on Client's premises, such as office, desk, telephone, and/or data communications to perform required work.
- Provide access to all necessary facilities and systems, such as keys, passwords, etc. required to successfully complete assigned work.
- Provide all power and networking drops required to complete the work.
- Provide all software and licensing keys required to complete the work.
- Provide all IP addressing required to complete the work.
- Provide access to the shared storage, as required to complete the work.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of July, 2014.

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 Ninety Four Thousand Seven Hundred Dollars and Twenty Eight Cents (\$94,700.28).

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:

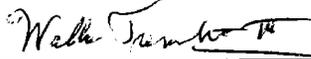
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized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

*****The rest of this page intentionally left blank*****

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:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

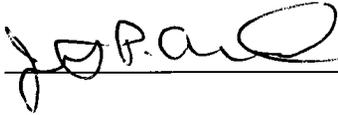
V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS

CONTRACTOR
Zunesis, Inc.

By: _____

By: 

Printed Name: _____

Printed Name: Justin P. McDonald

Title: _____

Title: Treasurer, Board of Directors

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:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

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

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage 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 Contractor.

11.5 It is recognized by and between the parties to this Contract 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 Contract, or any subsequent terms, then such insurance as outlined above from Contractor 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 City having the option to immediately terminate this Contract.

11.6 The Contractor 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.

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. 14-105

A RESOLUTION AUTHORIZING A CONTRACT WITH ZUNESIS, INC. TO PROVIDE A HPc7000 BLADE CENTER.

WHEREAS, the City of Casper desires professional services to setup and configure a Hewlett Packard (HP) c7000 Blade Center; and,

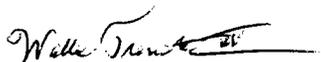
WHEREAS, ZUNESIS, Inc., located in Centennial, Colorado, is willing and able to provide such a service.

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 ZUNESIS, Inc., for professional services to install and configure a HPc7000 Blade Center.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Ninety Four Thousand Seven Hundred Dollars and Twenty Eight Cents (\$94,700.28).

PASSED, APPROVED, AND ADOPTED on this 15th day of April, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

RESOLUTION 14-106

In the Matter of Councilman Craig Hedquist

WHEREAS, a Petition for Removal or Other Remedies and Notice of Contested Case Rights and Procedures was served on Craig Hedquist, and

WHEREAS, an Independent Hearing Officer has made a Recommended Decision on Motion to Dismiss (“recommendation”) that provides that the motion filed on behalf of Craig Hedquist be granted for failure to state a claim upon which relief can be granted, i.e., the lack of any allegation of conviction of laws involving ethics and/or conflicts of interest, and

WHEREAS, under the current Ordinances for the City of Casper, and based on the recommendation of the Hearing Officer, it does not appear that a councilmember can be removed from office unless there is a conviction of a crime, including a conviction of a civil statute or ordinance, and

WHEREAS, the City Council believes that an expedited proceeding will be in the best interest of the public, save taxpayer money, protect City employees and the rights of the councilman if Council proceeds in an informal manner given the restraints under the current interpretation of the law by the Hearing Officer.

THEREFORE, BE IT RESOLVED by the City of Casper that the City Council accepts the recommendation of the Independent Hearing Officer that the Motion to Dismiss be granted with respect to the Petition for Removal From Office. To the extent the recommendation does not allow, opines, concludes or interferes with the ability of the City of Casper and the City Council to consider, determine or act upon a violation of the Public Service Code of Ethics in a public forum under a separate informal proceeding, such recommendation is rejected.

THEREFORE, BE IT FURTHER RESOLVED that a public hearing will be held on the 29th day of April, 2014, at 6 p.m. to consider whether Craig Hedquist has violated the Public Service Code of Ethics. The administration shall be allowed to present evidence as to any alleged violation of the Public Service Code of Ethics as set forth in the “Petition for Removal or Other Remedies”, and Craig Hedquist shall be entitled to respond and present evidence as to the alleged violations of the Public Service Code of Ethics. Afterwards, the City Council will consider whether in fact a violation of the Public Service Code of Ethics has occurred and, if so, issue a reprimand that may or may not include a request for the resignation of Councilman Hedquist under City Ordinance 2.60.100. Under the current interpretation of the City Ordinances and by acceptance of the recommendation of the hearing officer, the City Council will not and cannot consider removal from office as part of any discipline that can be imposed.

DATED this ____ day of _____, 2014.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

April 10, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, CPA – Administrative Services Director
SUBJECT: March 31, 2014 State Small Business Credit Initiative Certification On Use-Of-Allocated Funds

Recommendation:

That Council, by resolution, authorize the Mayor to sign the State Small Business Credit Initiative Certification On Use-Of-Allocated Funds for the quarter ended March 31, 2014, contingent upon the April 9, 2014 Independent Accountant's Report On Applying Agreed-Upon Procedures being corrected and addressed to the Board of the Participating Municipalities of the Laramie Consortium.

(The request for the Mayor to sign the Certification On Use-Of-Allocated Funds was received from the Consortium's contracted program administrator with in a few hours of finalizing and publishing the agenda for the April 12, 2014 Council Meeting. City staff noticed that the independent accounts have incorrectly addressed the Independent Accountant's Report on Applying Agreed-Upon Procedures. The resolution authorizing the Mayor to sign the March 2014 State Small Business Credit Initiative Certification On Use-Of-Allocated Funds specifies that doing so is contingent upon the accounts report being reissued and correctly addressed to the Board of Participating Municipalities – Laramie Consortium.)

Summary:

The City of Casper is a participating municipality in the United States Treasury Department State Small Business Credit Initiative (SSBCI) Program. The Program is overseen by the Participating Municipalities of the Laramie SSCBI Consortium of Wyoming Municipalities (Consortium). The Consortium contracts with Wyoming Smart Capital Network, LLC to administer the Program.

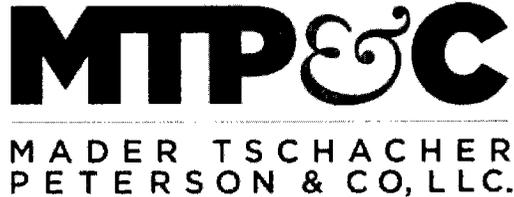
The Program requires various periodic reports and certifications be prepared, submitted and signed by all representatives of the participating municipalities. A Certification On Use-Of-Allocated Funds is due at the end of each quarter. The March 31, 2014 Certification has been prepared and requires the Mayor's signature.

Supporting signing of the Certification On Use-Of-Allocated Funds are two accompanying documents: Document A being a financial report showing the Allocated Funds for the quarter and cumulative for the year to date and Document B being a letter from Mader Tschacher Peterson and Co. LLC concerning transaction compliance.

Document A reports the Allocated Funds used in the quarter and cumulative for the year for Program purposes exclusive of Administrative Costs, Allocated Funds used for Administrative Costs, the Summary of Use of Allocation Funds and Other Required Information. For the quarter, \$1,600,184 was used for the collateral support feature of the program.

Document B is a report from the Board's independent accountant that reviews each Program transaction and all reports for compliance to United States Department of Treasury and other Federal requirements. The report for this quarter indicates all transactions and reports for the quarter are in compliance. (This report is the report which staff believes is incorrectly addressed. Staff has requested a corrected report be issued.)

A resolution has been prepared for Council consideration.



INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

To Management and the Board of Directors of the
Wyoming Smart Capital Network, LLC and its
Consortium of Wyoming Municipalities

We have performed the procedures for the Quarter Ending March 31, 2014 enumerated below, in Attachment A, which were agreed to by the Board of Directors of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we can make no representation regarding the sufficiency of the procedures described in Attachment A either for the purpose for which this report has been requested or for any other purpose.

The procedures and the findings are included in attachment A.

We were not engaged to, and did not, conduct an audit, the object of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the board or directors and management of Wyoming Smart Capital Network, LLC and its Consortium of Wyoming Municipalities and is not intended to be and should not be used by anyone other than those specified parties.

Mader Tschacher Peterson & Co.

Laramie, Wyoming
April 9, 2014

505 South Third, Suite 100
Laramie, Wyoming 82070
(307) 755-1040 FAX (307) 742-4944

Attachment A: Procedures and Findings
For the Quarter Ending March 31, 2014

1. Pursuant the Allocation Agreement dated December 4, 2012 between the United States Department of Treasury and the Laramie Consortium Participating Municipalities, we reviewed the Quarterly Reports prior submission to the Participating Municipalities for certification on the use of allocated funds as further detailed in procedures 2 through 5 below. Our review included the required procedures included Section 4.7 of the Allocation agreement and noted that the program is in compliance with the act, regulations, and other guidance (where applicable) issued with Treasury under the Act.
2. Reviewed the 2014 First Quarter Certification on Use-Of-Allocated Funds prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly certification was complete and accurate. The report reflects that there was \$1,600,184 in collateral support funds used/allocated in the First quarter of 2014.

3. Reviewed the 2014 First Quarter Financial Report prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly financial report was complete and accurate. The report reflects the receipt of the cumulative receipt of program funds in the amount of \$4,345,556 and \$3,604,634 of funds allocated for collateral support through the First quarter of 2014.

4. Review supporting documentation for revenue received and expenses incurred for the program for the First Quarter of 2014.

There were no expenses paid for direct administrative costs in the First quarter of 2014. The report reflects the cumulative amount of \$217,278.00 of direct administrative expenses paid through the First Quarter of 2014. As part of the approval process, we performed the compliance review of the direct administrative expenses and the expenses are in compliance with the program requirements.

5. Reviewed supporting documentation for loan requests prior to final approval under the program for compliance requirements.

There were six loan requests approved in First quarter of 2014. As part of the approval process, we performed the compliance review of the loan files and the loans are in compliance with the program requirements.

CERTIFICATION ON USE-OF-ALLOCATED FUNDS

United States Department of the Treasury
Main Treasury Building, Room 1310
1500 Pennsylvania Avenue
Washington, D.C. 20220

Reference is made to:

the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the **United States Department of the Treasury** ("Treasury") and the **Laramie Consortium Participating Municipalities** (the "Participating Municipalities"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipalities, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipalities under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipalities being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipalities is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipalities is valid and in full force and effect.

By: _____
Name: Paul L. Meyer
Title: Mayor
Participating Municipality: Casper

Date: _____

Participating State	Laramie Consortium (Wyoming)		
For the quarter ending	March 31st 2014		
Name and contact information of the person to be contacted on matters involving this quarterly report:			
Name	Janine Jordan	Title	City Mgr, City of Laramie, WY
Email	jjordan@cityoflaramie.org	Phone	307-721-5226

Cumulative funds transferred to the Participating State	\$4,345,556.00
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ALLOCATED FUNDS USED, EXCLUDING ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS			
Approved State Program	Program Type	Quarterly	Cumulative
Credit Guarantee Program	Collateral support	\$1,600,184.00	\$3,604,634.00
Total funds used, excluding funds used for administrative costs		\$1,600,184.00	\$3,604,634.00

SSBCI Funds Used are those SSBCI funds that have been (a) deposited with a lender to cover the federal contributions to a CAP reserve fund, (b) disbursed or committed to a specific borrower as part of a loan participation, collateral support, or direct lending program, (c) set aside to cover obligations arising from individual loan guarantees, loan participations, or collateral support agreements to specific borrowers, or (d) invested in specific businesses or committed to be invested in specific businesses, pursuant to a venture capital investment. In the event that the sum of (a) plus (b) plus (c) plus (d) exceeds the Participating State's original total allocation (because some of the funds invested have generated program income that has been added to allocated funds), the SSBCI Funds Used shall be the Participating State's original total allocation.

ALLOCATED FUNDS USED FOR ADMINISTRATIVE COSTS		
	Quarterly	Cumulative
Direct administrative costs	\$0.00	\$217,278.00
Indirect administrative costs	\$0.00	\$0.00
Total administrative costs	\$0.00	\$217,278.00
Administrative costs, as a percent of funds transferred	0.00%	5.00%
Administrative costs, as a percent of allocated funds used	13.58%	6.03%

Note: Administrative costs must not exceed the limits imposed by Title III, Section 3003(c)(3) of the State Small Business Credit Initiative Act of 2010. These limits are based on the amount of funds transferred. However, high administrative costs relative to the amount of allocated funds used could be an early warning indicator that administrative costs are on a trajectory to exceed allowable limits.

SUMMARY OF USE OF ALLOCATED FUNDS		
	Quarterly	Cumulative
Total funds used, excluding funds for administrative costs	\$1,600,184.00	\$3,604,634.00
Total administrative costs	\$0.00	\$217,278.00
Total allocated funds used	\$1,600,184.00	\$3,821,912.00

OTHER REQUIRED INFORMATION		
	Quarterly	Cumulative
Program income	\$0.00	\$0.00
Charge-offs against Federal contributions to CAP reserve funds	\$0.00	\$0.00

RESOLUTION NO. 14-107

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES APRIL 30, 2014 CERTIFICATION ON USE-OF-ALLOCATED FUNDS, CONTINGENT UPON RECEIPT OF A CORRECTED INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

WHEREAS, the City of Casper is a participating municipality in the Laramie Consortium of Participating Municipalities; and,

WHEREAS, the Laramie Consortium of Participating Municipalities is oversees the United States Treasury Department State Small Business Credit Initiative Program; and,

WHEREAS, under the terms of the Allocation Agreement between the United States Treasury Department and the Laramie Consortium of Participating Municipalities certain periodic reports and certifications, including quarterly Certification On Use-Of-Allocated Funds, are to be submitted; and,

WHEREAS, the Paul L. Meyer, Mayor of the City of Casper is designated as the Authorized Representative for the City of Casper in the Allocation Agreement; and,

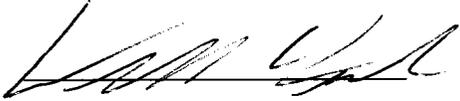
WHEREAS, an Independent Accountant's Report on Applying Agreed-Upon Procedures has been received, and;

WHEREAS, the required Certification On Use-Of-Allocated Funds for the quarter ended March 31, 2014 has been prepared and is due.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign the State Small Business Credit Initiative April 30, 2014, Certification On Use-Of-Allocated Funds, contingent upon receipt of a revised Independent Accountant's Report on Applying Agreed Upon Procedures, changing the report to be correctly addressed to the Board of Directors – Laramie Consortium.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING,
A Municipal Corporation

Paul L. Meyer
Mayor

March 31, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Discharge of Accounts Receivables

Recommendation:

That Council, by minute action, authorizes the discharge of \$6,372.46 of uncollectible accounts receivable balances as outlined in staff's report dated March 31, 2014.

Summary:

Wyoming Statute 16-4-502 specifies that amounts owed the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying listing meets the certification requirement.

The City staff and its collection agency have exhausted all efforts to collect the accompanying accounts receivable listing due to bankruptcy, death, and imprisonment or not able to locate the person. The Finance Department has cross checked the current utility account, payroll, and accounts receivable database for names and addresses as a final check. \$4,033.37 is Non-Utility Accounts Receivable; \$2,339.09 is Utility Accounts Receivable.

The total balance of \$6,372.46 is being certified for discharge. The City of Casper and its collection agency has exhausted all efforts to collect these funds and has deemed this debt uncollectible.

CITY OF CASPER
FINANCIAL QUARTERLY WRITE-OFFS
3/31/2014

NON-UTILITY ACCOUNTS RECEIVABLE

Customer Name	Amount	Date	Reason for Write off
Beach, Jennifer	\$ 285.00	08/08/12	Bankruptcy
Beall, Nicholas	\$ 210.00	05/16/03	Efforts Exhausted
Brower, Chris	\$ 250.00	08/28/12	Efforts Exhausted
Browler, Chris	\$ 253.88	06/25/12	Efforts Exhausted
Cornett, Jennifer	\$ 43.60	11/22/10	Efforts Exhausted
Draper's Complete Home Builders	\$ 37.50	12/16/10	Efforts Exhausted
Goodchild, Andrew K	\$ 57.74	09/16/10	Efforts Exhausted
Howard, Nicole	\$ 575.00	01/24/12	Estate Liquidated
Johnson, Jessica Jean	\$ 532.33	06/30/10	Efforts Exhausted
Jones, Douglas	\$ 42.00	02/05/10	Bankruptcy
Kaoch, Debra	\$ 165.00	05/16/03	Efforts Exhausted
Lopez, Camero	\$ 360.00	09/25/07	Efforts Exhausted
Loseke, Brian	\$ 22.00	08/23/10	Efforts Exhausted
Mead, Sunday	\$ 370.00	08/29/12	Estate Liquidated
Patel, Chetan	\$ 58.20	06/14/10	Efforts Exhausted
Rasmussen, Tracey	\$ 111.71	03/31/10	Bankruptcy
Rocky Mountain Builders	\$ 210.00	01/13/10	Efforts Exhausted
Welch, Leah	\$ 340.00	05/16/03	Efforts Exhausted
Welch, Sarah A.	\$ 109.41	12/08/09	Efforts Exhausted
TOTAL	\$4,033.37		

UTILITY ACCOUNTS RECEIVABLE

Customer Name	Amount	Date	Reason for Write off
Becker, John R	\$ 120.44	05/20/13	Estate Liquidated
Bestul, Shaunell	\$ 78.75	03/03/14	Bankruptcy
Brush, Robert	\$ 212.25	12/18/12	Estate Liquidated
Corkill, Lora	\$ 13.40	05/20/13	Efforts Exhausted
Cressy, Mark C.	\$ 43.92	03/10/14	Bankruptcy
Donovan, Joseph	\$ 10.11	07/12/12	Efforts Exhausted
Elston, Ora	\$ 22.83	02/10/11	Estate Liquidated
Fuqua, Bette	\$ 72.52	11/05/12	Bankruptcy
Gonzales, Carianne	\$ 90.35	12/31/12	Bankruptcy
Herbert, Michael	\$ 171.79	09/30/13	Bankruptcy
Hunter, Brant	\$ 162.71	11/12/12	Bankruptcy
Maluchnik, Barbara	\$ 71.88	11/05/12	Bankruptcy
McIntosh, Tammy	\$ 99.45	05/06/13	Bankruptcy
Owens, Josh	\$ 126.47	10/29/12	Bankruptcy

Pearson, Rose Marie	\$ 16.44	07/27/12	Estate Liquidated
Reese, Crystal	\$ 144.14	09/30/13	Bankruptcy
Ridriguez, Ezekiel	\$ 32.46	03/10/14	Bankruptcy
Shepherd, Jennifer	\$ 154.93	09/16/13	Bankruptcy
Squier, Anthony/Susan	\$ 176.35	11/04/13	Bankruptcy
Sweaney, Candace/John	\$ 147.68	09/30/13	Bankruptcy
Terry III, Milton E.	\$ 97.93	03/10/14	Estate Liquidated
Trujillo, Joe	\$ 55.11	05/13/13	Bankruptcy
Wease, Cody	\$ 156.27	11/12/13	Bankruptcy
Young, Stephanie	\$ 60.91	09/23/13	Bankruptcy
TOTAL	\$ 2,339.09		

TOTAL BALANCE FOR WRITE-OFF -

\$ 6,372.46

March 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Administrative Services Director
Carla Mills-Laatsch, Customer Services Supervisor



SUBJECT: Application for Taxicab Company Licenses

Recommendation:

That Council, by minute action, authorize the issuance of a taxicab company license to John Kohler, d.b.a. Blue Cab, LLC, located at 1055 S Melrose # B.

Summary:

Applications to obtain a license to operate a taxicab company within the City of Casper have been received from the following:

- John Kohler, d.b.a. Blue Cabs

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues; the property on which this company is located is properly zoned for the activity. Blue Cab, LLC is located in a residential zoned area. Code Enforcement staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code, please see attachment. The City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. This company's insurance policy has been reviewed and approved by Risk Management. Lastly, this applicant meets the qualification listed in Section 5.60.130 of the Casper Municipal Code.



Director
Community Development Department
200 North David Street
Phone (307) 235-8241
WWW.CASPERWY.GOV

City of Casper

Incorporated 1889
Casper, Wyoming 82601

February 24, 2014

Re: Taxi Cab Service – 1055 South Melrose, Apartment B, Casper, WY

To Whom It May Concern:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission. If you need additional information, I can be reached at 235-8241.

Respectfully,

Craig Collins, AICP
Associate Planner



City of Casper
POLICE DEPARTMENT

201 North David — First Floor
Casper, Wyoming 82601

Date: 03-06-14

To: V.H McDonald, Administrative Services Director

From: Jim Wetzel, Police Chief

Reference: Recommendation for Issuing Taxi Cab Business Licenses

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120, I recommend the issuance of Taxicab Company Licenses to be approved for the following businesses:

Blue Cab LLC.

Summary:

The Casper Police Department received requests from applicants, for Taxicab Business licenses, to conduct necessary background checks as required by Casper Municipal Code Chapter 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. Fingerprints have been sent to the State of Wyoming Division of Criminal investigation and upon return, if there are items that would restrict the business license from being issued, any of those already issued are subject to revocation.

April 15, 2014

MEMO TO: John Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Andrew B. Beamer, P.E., City Engineer
Ethan Yonker, E.I.T., Engineering Technician II

SUBJECT: Bid Rejection
2013 Stuckenhoff Restroom Addition, Project No. 13-03

Recommendation:

That Council, by minute action, reject the bid submitted for the 2013 Stuckenhoff Restroom Addition, Project No. 13-03.

Summary:

On Tuesday, March 4, 2014, one (1) bid was received to build an addition on to the Stuckenhoff Shooters Complex to provide restrooms and a septic system to dispose of waste water. The bid received for this work follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Haass Construction, Inc.	Casper, WY	\$172,800

The estimate prepared by the City Engineering Office was \$120,000.

This project includes building an addition on to the existing building to include restrooms, office, and a common area, as well as furnishing and installing a septic tank, pump tank, and a drainfield.

It is recommended that this bid be rejected as it exceeded the Engineer's estimate and the available budget. The City will seek to further reduce the scope of the project and bid the project again later this fiscal year.

April 15, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director
Kevin Knopik, Lead Signal Technician
Shad Rogers, Street Superintendent
Pete Meyers, Assistant Public Services Director

SUBJECT: Purchase of Twenty-Four (24) SmartSensor Detection Units
Advanced Traffic Products

Recommendation:

That Council, by minute action, authorize the purchase of twenty-four (24) New Wavetronix SmartSensor Digital Wave Radar vehicle detection units from Advanced Traffic Products, Evert, Washington, in the amount of \$122,000, to be used in the Traffic Section of the Streets Division.

Summary:

Currently, the Traffic Section has 19 Wavetronix SmartSensor detection units. The purchase of the additional 24 units would increase the count to 43. These traffic detection units are essential pieces of equipment for vehicle/bicycle detection and traffic counts at the City's signalized intersections.

This purchase will replace existing underground inductive loops at the intersections of East 12th Street and South Walsh Drive, and East 2nd Street and South Conwell Street; replace microwave detection equipment that has failed at the intersections of East 12th Street and South Beverly Street, East 13th Street and South McKinley Street, East 5th Street and South McKinley Street, and West "B" Street and North Center Street; and to replace failed Sensys wireless detection at the intersection of West 25th Street and South Poplar Street.

Staff recommends the purchase of these SmartSensor Digital Wave Radar detection units. Funding will be from FY14 Capital Improvements for Intersection Improvements.

**COUNCIL REPRESENTATIVES
ON VARIOUS BOARDS/COMMISSIONS/COMMITTEES**

Air Service Advisory Committee

- Paul Meyer

Amoco Reuse Agreement JPB

- Bob Hopkins (Voting Member)

Casper Area Chamber of Commerce

- Keith Goodenough (Voting Member)

CAEDA, Inc.

- Paul Bertoglio (Voting Member)

Casper Utilities' Advisory Board

- Daniel Sandoval

Central Wyoming Regional Water System Joint Powers Board

- Keith Goodenough (Voting Member)
- Steve Cathey (Voting Member)
- Paul Meyer (Voting Member)
- Paul Bertoglio (Voting Member)

Central Wyoming Senior Services

- Kenyne Schlager

Chamber of Commerce Coordination Committee

- Bob Hopkins
- Craig Hedquist
- Paul Meyer (Alternate)

City/County Board of Health

- Daniel Sandoval

City/County Hall of Justice JPB/Detention Facility JPB

- Daniel Sandoval (Voting Member)
- Craig Hedquist (Voting Member)

Code Enforcement Appeals

- Keith Goodenough (Voting Member)
- Charlie Powell (Voting Member)
- Paul Meyer (Voting Member)
- Kenyne Schlager (Alternate) (Voting Member)

College National Finals Rodeo Committee

- Steve Cathey

Community Action Partnership (CAP)

- Keith Goodenough (Liaison)

Contractors' Licensing and Appeals Board

- Paul Meyer

Council Finance Committee

- Steve Cathey
- Bob Hopkins
- Paul Bertoglio
- Keith Goodenough

Council Solid Waste Committee

- Daniel Sandoval
- Paul Bertoglio

Downtown Development Authority

- Charlie Powell (Voting Member)

Economic Development JPB

- Craig Hedquist (Voting Member)
- Bob Hopkins (Voting Member)

Housing Authority

- Daniel Sandoval

Leisure Services Advisory Board

- Charlie Powell
- Steve Cathey (Alternate)

MPO Policy Committee

- Bob Hopkins

Meth and Substance Abuse Task Force

- Charlie Powell
- Kenyne Schlager (Alternate)

Municipal Court Coordination Committee

- Paul Meyer
- Paul Bertoglio
- Keith Goodenough
- Kenyne Schlager (Alternate)

Natrona County Council of Governments

- Kenyne Schlager
- Paul Meyer
- Charlie Powell (Alternate)

Natrona County Drug Court

- Keith Goodenough

Natrona County School District Coordination Committee

- Paul Bertoglio
- Kenyne Schlager
- Paul Meyer

Natrona County School District Recreation Board

- Mayor Buck King (Voting Member)

Nicolaysen Art Museum

- Paul Meyer

Old Yellowstone District and South Poplar Street Corridor Advisory Committee

- Kenyne Schlager
- Paul Meyer

Old Yellowstone District and South Poplar Street Corridor Architectural Review Committee

- Bob Hopkins

Planning and Zoning Commission

- Bob Hopkins
- Steve Cathey (Alternate)

River Restoration Advisory Committee

- Paul Meyer
- Bob Hopkins

Travel and Tourism Council

- Keith Goodenough

April 8, 2014

**COUNCIL REPRESENTATIVES
ON VARIOUS BOARDS/COMMISSIONS/COMMITTEES**

Miscellaneous Committees – These committees are established at the request of Council. They are working committees, and staff acts in an advisory and assistive capacity only. Representatives of Council that serve on these committees develop and present recommendations to the Council.

Council Legislative Committee

- Paul Bertoglio
- Daniel Sandoval
- Keith Goodenough
- Kenyne Schlager