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REGULAR COUNCIL MEETING
Tuesday, February 03, 2015
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. 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 JANUARY 20, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 31, 2015.
4. CONSIDERATION OF BILLS AND CLAIMS
5. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish **February 17, 2015**, as the Public Hearing Date for the Consideration of the Issuance of a Restaurant Liquor License #30, for **Energy Catering** d.b.a. **Flat Iron Catering** Located at 3400 East 2nd Street.
6. SECOND READING ORDINANCE
 - A. Consent
 1. Consideration of **Amending Section 17.94.130** of the Casper Municipal Code to Allow **Roof Signage in the OYDSPC** (Old Yellowstone District and South Poplar Street Corridor) Form Based Code.
7. RESOLUTIONS
 - A. Authorizing **Agreement** with **Daktronics, Inc.**, in the Amount of \$993,000, for the **Casper Events Center Scoreboard & Electronics Display Upgrades Project**.
 - B. Consent
 1. Authorizing **Release of a Mortgage Deed, James E. Jones, Jr.**
 2. Authorizing **Agreement** with **CPS Distributors** in the Amount of \$27,655.50 for the **Athletics Central Controlled Irrigation Project**.
 3. Accepting an **Easement** from **Blackmore Market Place Shops, LLC**, for **Water and Sewer Mains** Across Private Property.

7. RESOLUTIONS Continued

B. Consent

4. Authorizing **Agreement** with **Western Plains Landscaping LLC**, in the Amount of \$33,000, for the **Landfill Litter Fence Extension Project**.
5. Authorizing **Agreement** with **KONE, Inc.**, in the Amount Of \$52,128, for the **2015 Elevator Upgrades Project**.
6. Authorizing **Change Order** No. 2 with **Haass Construction Co., Inc.**, in the Amount of \$11,337, for the **Downtown Parking Structure Restrooms Project**.
7. Authorizing **Agreement** with **R&R Rest Stops**, in the Total Amount of \$183,573.09, Over a Period of Three Years, for the **Parks Division Portable Toilets Project**.
8. Authorizing a **Sublease of an Office** in the **Mike Lansing Field Clubhouse** from **Casper Legion Baseball, Inc. to Casper Youth Baseball**.
9. Authorizing **Agreement** with **71 Construction**, in the Amount Of \$1,337,066.25, for the **Fort Caspar Pathway Project**.
10. Authorizing a two-year **Funding Agreement** with the **Casper Downtown Development Authority**, in the Amount of \$100,000 per year.

8. MINUTE ACTIONS

A. Consent

1. Authorizing the **Reappointment** of **Debra Moerke** to the **Civil Service Commission** for an additional term.
2. Acknowledging the **Receipt** of the **2015 Financial Interest Disclosures Completed** by City Council and City Staff.

9. COMMUNICATIONS

A. From Persons Present

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

11. ADJOURNMENT

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

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

14-12-578 POSTAGE

\$1.15

\$1.15 Subtotal for Dept. Balefill

14-11-596 POSTAGE

\$199.78

\$199.78 Subtotal for Dept. Police

14-12-590 POSTAGE

\$409.62

\$409.62 Subtotal for Dept. Refuse Collection

\$610.55 Subtotal for Vendor

ADVANCED THERMAL SOLUTIONS INC.

1332-5224 REPAIRS

\$548.60

1332-5219 REPAIRS

\$1,333.76

\$1,882.36 Subtotal for Dept. Golf Course

\$1,882.36 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9923896512 WELDING SUPPLIES

\$161.93

\$161.93 Subtotal for Dept. Balefill

9923896512 WELDING SUPPLIES

\$161.93

\$161.93 Subtotal for Dept. Refuse Collection

\$323.86 Subtotal for Vendor

ALEX SVEDA

RIN0024887 DUES 2015 WES AS

\$90.00

\$90.00 Subtotal for Dept. Engineering

\$90.00 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC

4420 JANITORIAL SERVICES

\$2,150.00

\$2,150.00 Subtotal for Dept. Balefill

\$2,150.00 Subtotal for Vendor

AMERIGAS - CASPER

3036006376 HEATING

\$2,117.91

802089906 PROPANE

\$205.67

\$2,323.58 Subtotal for Dept. Balefill

64109796 PROPANE

\$97.66

\$97.66 Subtotal for Dept. Casper Events Center

\$2,421.24 Subtotal for Vendor

ANDREW BUTH

RIN0024885 REFUND

\$341.93

\$341.93 Subtotal for Dept. City Hall

\$341.93 Subtotal for Vendor

AQUA SMART, INC.

19979 CORROSON INHIBITOR

\$83,160.00

\$83,160.00 Subtotal for Dept. Water Treatment Plant

\$83,160.00 Subtotal for Vendor

ARCADIS U.S., INC.

0611883 WWTP HEADWORKS BUILDING SCREEN

\$545.23

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

ATLANTIC ELECTRIC, INC.

5585 INSTALL RECEPTACLES AT NIC

\$545.23 Subtotal for Dept. Waste Water

\$545.23 Subtotal for Vendor

AUDIE JEANS PHOTOGRAPHY (EAK INC.)

11377 COUNCIL PHOTOGRAPHS

\$980.00

\$980.00 Subtotal for Dept. Capital Projects

\$980.00 Subtotal for Vendor

BAKER, BRANDY

0023592153 REFUND

\$40.80

\$40.80 Subtotal for Dept. Water

\$40.80 Subtotal for Vendor

BEN A BROWN

9883 REPAIRS

\$1,124.95

\$1,124.95 Subtotal for Dept. Hogadon

\$1,124.95 Subtotal for Vendor

BENTZ'S TOWN PUMP

RIN0024860 OUTSIDE FUEL CHRGS DECEMBER

\$8,259.20

\$8,259.20 Subtotal for Dept. Garage

\$8,259.20 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI480855 AMMONIUM HYDROXIDE

\$11,983.63

\$11,983.63 Subtotal for Dept. Water Treatment Plant

\$11,983.63 Subtotal for Vendor

BRIAN STEINKE

RIN0024848 TUITION REIMBURSEMENT

\$93.00

\$93.00 Subtotal for Dept. Water

\$93.00 Subtotal for Vendor

CAROLINA SOFTWARE

56402 WASTE WORKS SOFTWARE SUPPORT

56866 WASTE WIZARD SOFTWARE SUPPORT

\$450.00

\$250.00

\$700.00 Subtotal for Dept. Balefill

\$700.00 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

19733 CITY OF CASPER DUES

\$11,250.00

\$11,250.00 Subtotal for Dept. Social Community Services

\$11,250.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0024894 CATC REIMB FOR TICKETS

RIN0024893 CATC REIMB FOR TICKETS

\$5,860.00

\$8,400.00

\$14,260.00 Subtotal for Dept. CDBG

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

\$14,260.00 Subtotal for Vendor

CASPER HOUSING AUTHORITY

RIN0024839 LIFESTEPS

\$14,396.17

\$14,396.17 Subtotal for Dept. Special Reserves

\$14,396.17 Subtotal for Vendor

CASPER REDEVELOPMENT COMPANY, LLC

RIN0024873 LAND SWAP PROPERTY SURVEYS

\$1,658.50

\$1,658.50 Subtotal for Dept. Special Revenue

\$1,658.50 Subtotal for Vendor

CENTURYLINK

RIN0024872 PHONE USE

\$42.65

RIN0024872 PHONE USE

\$74.34

\$116.99 Subtotal for Dept. Casper Events Center

RIN0024842 PHONE USE

\$39.32

1327063637 PHONE USE

\$5.14

\$44.46 Subtotal for Dept. Cemetery

RIN0024852 PHONE USE

\$63.25

RIN0024842 PHONE USE

\$74.90

\$138.15 Subtotal for Dept. City Hall

RIN0024872 PHONE USE

\$85.55

RIN0024872 PHONE USE

\$64.96

\$150.51 Subtotal for Dept. Communications Center

RIN0024872 PHONE USE

\$37.55

\$37.55 Subtotal for Dept. Engineering

RIN0024852 PHONE USE

\$477.08

RIN0024842 PHONE USE

\$65.28

\$542.36 Subtotal for Dept. Fire

RIN0024872 PHONE USE

\$155.07

\$155.07 Subtotal for Dept. Metro Animal

RIN0024872 PHONE USE

\$42.36

\$42.36 Subtotal for Dept. Municipal Court

RIN0024852 PHONE USE

\$8.76

\$8.76 Subtotal for Dept. Parking

RIN0024872 PHONE USE

\$37.55

\$37.55 Subtotal for Dept. Police

RIN0024872 PHONE USE

\$36.79

\$36.79 Subtotal for Dept. Sewer

RIN0024878 PHONE USE

\$38.19

\$38.19 Subtotal for Dept. Streets

RIN0024872 PHONE USE

\$46.91

\$46.91 Subtotal for Dept. Traffic

RIN0024878 PHONE USE

\$37.94

\$37.94 Subtotal for Dept. Waste Water

RIN0024824 FAX MACHINE

\$42.16

\$42.16 Subtotal for Dept. Water Treatment Plant

\$1,475.75 Subtotal for Vendor

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

CHARLIE POWELL

RIN0024918 TRAVEL REIMBURSEMENT

\$223.11
\$223.11 Subtotal for Dept. Council
\$223.11 Subtotal for Vendor

CHARTER

RIN0024859 INTERNET SERVICE DEC 2014	\$2.22	
	\$2.22	Subtotal for Dept. Aquatics
RIN0024859 INTERNET SERVICE DEC 2014	\$16.67	
	\$16.67	Subtotal for Dept. Balefill
RIN0024859 INTERNET SERVICE DEC 2014	\$4.44	
	\$4.44	Subtotal for Dept. Buildings And Grounds
RIN0024859 INTERNET SERVICE DEC 2014	\$25.56	
	\$25.56	Subtotal for Dept. Casper Events Center
RIN0024859 INTERNET SERVICE DEC 2014	\$4.44	
	\$4.44	Subtotal for Dept. Cemetery
RIN0024859 INTERNET SERVICE DEC 2014	\$7.78	
	\$7.78	Subtotal for Dept. City Attorney
RIN0024859 INTERNET SERVICE DEC 2014	\$6.67	
	\$6.67	Subtotal for Dept. City Manager
RIN0024859 INTERNET SERVICE DEC 2014	\$13.33	
	\$13.33	Subtotal for Dept. Code Enforcement
RIN0024859 INTERNET SERVICE DEC 2014	\$8.89	
	\$8.89	Subtotal for Dept. Communications Center
RIN0024859 INTERNET SERVICE DEC 2014	\$10.00	
	\$10.00	Subtotal for Dept. Council
RIN0024859 INTERNET SERVICE DEC 2014	\$14.44	
	\$14.44	Subtotal for Dept. Engineering
RIN0024859 INTERNET SERVICE DEC 2014	\$32.23	
	\$32.23	Subtotal for Dept. Finance
RIN0024859 INTERNET SERVICE DEC 2014	\$33.33	
	\$33.33	Subtotal for Dept. Fire
RIN0024859 INTERNET SERVICE DEC 2014	\$5.56	
	\$5.56	Subtotal for Dept. Fort Caspar
RIN0024859 INTERNET SERVICE DEC 2014	\$13.33	
	\$13.33	Subtotal for Dept. Garage
RIN0024859 INTERNET SERVICE DEC 2014	\$3.33	
	\$3.33	Subtotal for Dept. Golf Course
RIN0024859 INTERNET SERVICE DEC 2014	\$6.67	
	\$6.67	Subtotal for Dept. Hogadon
RIN0024859 INTERNET SERVICE DEC 2014	\$8.89	
	\$8.89	Subtotal for Dept. Human Resources
RIN0024859 INTERNET SERVICE DEC 2014	\$4.44	
	\$4.44	Subtotal for Dept. Ice Arena
RIN0024859 INTERNET SERVICE DEC 2014	\$17.78	
	\$17.78	Subtotal for Dept. Information Services
RIN0024859 INTERNET SERVICE DEC 2014	\$7.78	

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

RIN0024859 INTERNET SERVICE DEC 2014
 RIN0024859 INTERNET SERVICE DEC 2014

\$7.78 Subtotal for Dept. Metro Animal
 \$14.44
 \$14.44 Subtotal for Dept. Municipal Court
 \$6.67
 \$6.67 Subtotal for Dept. Parks
 \$10.00
 \$10.00 Subtotal for Dept. Planning
 \$105.56
 \$105.56 Subtotal for Dept. Police
 \$8.89
 \$8.89 Subtotal for Dept. Recreation
 \$4.44
 \$4.44 Subtotal for Dept. Streets
 \$6.67
 \$6.67 Subtotal for Dept. Traffic
 \$14.44
 \$14.44 Subtotal for Dept. Waste Water
 \$4.44
 \$16.67
 \$21.11 Subtotal for Dept. Water
 \$10.00
 \$10.00 Subtotal for Dept. Water Treatment Plant
 \$450.00 Subtotal for Vendor

CHARTER MEDIA

INV-1579775 ADVERTISING

\$491.30
 \$491.30 Subtotal for Dept. Hogadon
 \$491.30 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

72463 REPAIRS

72384 REPAIRS
 72379 REPAIRS
 72465 REPAIRS
 74281 REPAIRS
 72385 REPAIRS
 72477 REPAIRS
 72386 REPAIRS
 72394 REPAIRS
 72397 REPAIRS
 2387 REPAIRS

\$294.00
 \$294.00 Subtotal for Dept. Communications Center
 \$98.00
 \$49.00
 \$49.00
 \$98.00
 \$49.00
 \$206.00
 \$49.00
 \$23.90
 \$49.00
 \$49.00
 \$719.90 Subtotal for Dept. Police
 \$1,013.90 Subtotal for Vendor

COMTRONIX, INC.

20044811B ALARM MONITORING

\$356.85
 \$356.85 Subtotal for Dept. Balefill
 \$356.85 Subtotal for Vendor

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

COWDIN CLEANING

201195 WEED CONTRACTOR

\$40.00

\$40.00 Subtotal for Dept. Code Enforcement

\$40.00 Subtotal for Vendor

CRIDLEBAUGH, MIKE

0023644685 REFUND

\$43.73

\$43.73 Subtotal for Dept. Water

\$43.73 Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-035 CRIMESTOPPERS LINE

\$86.25

\$86.25 Subtotal for Dept. Police

\$86.25 Subtotal for Vendor

D & H WELDING INC

308 PUMPHOUSE - WELDING

\$1,689.89

309 TOWER FAN - WELDING

\$1,168.56

349 SOLAR TOWERS - WELDING

\$1,860.90

307 TOWER FAN - WELDING

\$2,800.00

\$7,519.35 Subtotal for Dept. Capital Projects

\$7,519.35 Subtotal for Vendor

DARLA KOON

RIN0024916 REFUND

\$10.94

\$10.94 Subtotal for Dept. Health Insurance

\$10.94 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

CM5915 FIXED INCOME MGT FEES

\$6,928.50

\$6,928.50 Subtotal for Dept. Finance

\$6,928.50 Subtotal for Vendor

DEAHN AMEND - NOEL

RIN0024915 REFUND

\$1,385.76

\$1,385.76 Subtotal for Dept. Health Insurance

\$1,385.76 Subtotal for Vendor

DESERT MTN. CORP.

14-36301 ICE SLICER

\$3,181.80

14-36306 ICE SLICER

\$3,465.36

14-36304 ICE SLICER

\$3,513.72

14-37983 ICE SLICER

\$3,502.62

14-36302 ICE SLICER

\$3,479.74

14-36300 ICE SLICER

\$5,037.31

14-37984 ICE SLICER

\$3,207.84

14-37982 ICE SLICER

\$3,487.24

14-36305 ICE SLICER

\$3,483.66

14-36307 ICE SLICER

\$3,298.11

14-38057 ICE SLICER

\$4,811.13

14-36303 ICE SLICER

\$3,449.68

\$43,918.21 Subtotal for Dept. Streets

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

\$43,918.21 Subtotal for Vendor

DIANA RUIZ

RIN0024834 INTERPRETER
RIN0024858 INTERPRETER

\$40.00

\$25.00

\$65.00 Subtotal for Dept. Municipal Court

\$65.00 Subtotal for Vendor

DIMICK, CORINNE

0023644683 REFUND

\$57.69

\$57.69 Subtotal for Dept. Water

\$57.69 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3107 REPAIRS

\$320.00

\$320.00 Subtotal for Dept. Garage

\$320.00 Subtotal for Vendor

DOWNEY DRILLING INC

RIN0024879 RETAINAGE 12-29

(\$14,950.00)

(\$14,950.00) Subtotal for Dept. Capital Projects

RIN0024879 RAW WATER IRRIG ALLUVIAL WELL

\$36,971.00

RIN0024879 RAW WATER IRRIG ALLUVIAL WELL

\$13,673.64

RIN0024879 RAW WATER IRRIG ALLUVIAL WELL

\$102,823.96

\$153,468.60 Subtotal for Dept. Parks

\$138,518.60 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000522-14 SODIUM HYPO

\$5,574.72

\$5,574.72 Subtotal for Dept. Water Treatment Plant

\$5,574.72 Subtotal for Vendor

ECOLAB PEST ELIMINATION DIV., INC.

5096531 PEST ELIMINATION SERVICE

\$72.45

5096532 PEST ELIMINATION SERVICE

\$202.34

\$274.79 Subtotal for Dept. Casper Events Center

\$274.79 Subtotal for Vendor

EDWARD JACOBS

RIN0024856 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Refuse Collection

\$75.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3066 COUNTRY CLUB RD-WY BLVD TO ARD

\$92.70

\$92.70 Subtotal for Dept. Streets

2993 2ND ST WATER MAIN LOOP PROJECT

\$826.58

\$826.58 Subtotal for Dept. Water

\$919.28 Subtotal for Vendor

EVENTBOOKING.COM LLC

10942 EVENT BOOKING

\$3,000.00

\$3,000.00 Subtotal for Dept. Capital Projects

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

10942 EVENTS CENTER ADVERTISING

\$300.00
\$300.00 Subtotal for Dept. Casper Events Center
\$3,300.00 Subtotal for Vendor

EXPRESS GARAGE DOOR SVC.

1084 REPAIRS

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

FIRST DATA MERCHANT SVCS CORP.

REMI1033729 MERCHANT SERVICES

\$3,613.68
\$3,613.68 Subtotal for Dept. Balefill

REMI1033728 MERCHANT SERVICES

\$1,081.41
\$1,081.41 Subtotal for Dept. Municipal Court

REMI1033731 MERCHANT SERVICES

\$19.95
\$19.95 Subtotal for Dept. Police Grants
\$4,715.04 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0024870 PETTY CASH

\$415.69
\$415.69 Subtotal for Dept. Metro Animal
\$415.69 Subtotal for Vendor

FOOD SVCS OF AMERICA

4814995 SUPPLIES

\$600.13

4796295 SUPPLIES

\$834.30

4797048 SUPPLIES

\$19.95

4797048 SUPPLIES

\$230.80

\$1,685.18 Subtotal for Dept. Casper Events Center
\$1,685.18 Subtotal for Vendor

FREMONT MOTOR CASPER, INC.

1XF15098 NEW FORD EXPLORER INTERCEPTOR

\$19,620.01

1XF15095 NEW FORD EXPLORER INTERCEPTOR

\$20,020.01

1XF15096 NEW FORD EXPLORER INTERCEPTOR

\$19,720.01

1XF15097 NEW FORD EXPLORER INTERCEPTOR

\$19,120.01

\$78,480.04 Subtotal for Dept. Police Dept
\$78,480.04 Subtotal for Vendor

FRONTIER WELDING LLC

1682 THREAD-O-LETS ON 6IN SS LINE

\$400.00
\$400.00 Subtotal for Dept. Waste Water
\$400.00 Subtotal for Vendor

FUTURE PRODUCTIONS

0125 SPONSORSHIP MISS WYOMING

\$2,000.00
\$2,000.00 Subtotal for Dept. City Manager
\$2,000.00 Subtotal for Vendor

GAIL SCHENFISCH

RIN0024849 INTERPRETER

\$54.00
\$54.00 Subtotal for Dept. Municipal Court

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

\$54.00 Subtotal for Vendor

GOLDER ASSOCIATES

403727 BALEFILL POST CLOSURE MON/REPO
403721 ASSESSMENT OF CORRECTIVE MEASU

\$7,326.73
\$1,851.00
\$9,177.73 Subtotal for Dept. Balefill
\$9,177.73 Subtotal for Vendor

GSG ARCHITECTURE

17785 REC CENTER FACILITY UPGRADE 14

17783 TRUCK BARN EXPANSION

\$7,702.81
\$7,702.81 Subtotal for Dept. Casper Recreation Center
\$13,665.25
\$13,665.25 Subtotal for Dept. Refuse Collection
\$21,368.06 Subtotal for Vendor

HACH CO., CORP.

9164168 LAB SUPPLIES

\$1,069.51
\$1,069.51 Subtotal for Dept. Water Treatment Plant
\$1,069.51 Subtotal for Vendor

HDR ENGINEERING, INC.

00432235-H STUDIES, ETC RE: WATER RIGHTS

\$2,042.18
\$2,042.18 Subtotal for Dept. Water
\$2,042.18 Subtotal for Vendor

HEWLETT PACKARD COMPANY

55283378 MONITOR

\$125.00
\$125.00 Subtotal for Dept. Recreation
\$125.00 Subtotal for Vendor

HIGH COUNTRY CONSTRUCTION, INC

RIN00247840 RETAINAGE 13-39

\$12,796.21
\$12,796.21 Subtotal for Dept. Balefill

RIN00247840 RETAINAGE 13-39

\$27,383.60
\$27,383.60 Subtotal for Dept. Waste Water

RIN00247840 RETAINAGE 13-39

\$18,402.34
\$18,402.34 Subtotal for Dept. Water
\$58,582.15 Subtotal for Vendor

HOLLY WENDT

RIN0024884 REFUND

\$17.53
\$17.53 Subtotal for Dept. Water
\$17.53 Subtotal for Vendor

HOMAX OIL SALES, INC.

0272370-IN FUEL

\$20,396.40
\$20,396.40 Subtotal for Dept. Balefill

0274735-IN GREASE

\$104.13

0273393-IN FUEL

\$363.86

0273393-IN FUEL

\$17,296.30

0273391-IN FUEL

\$415.84

0273802-IN OIL

\$84.42

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

0273391-IN FUEL	\$319.60	
0273802-IN OIL	\$209.52	
0274735-IN GREASE, EP2	\$70.70	
0273802-IN OIL	\$139.20	
0273391-IN FUEL	\$0.01	
0273393-IN FUEL	\$279.65	
0274774 FUEL	\$17,623.59	
0273391-IN FUEL	\$19,777.08	
	\$56,683.90	Subtotal for Dept. Garage
269316B-IN LUBRICANT	\$93.45	
	\$93.45	Subtotal for Dept. Waste Water
	\$77,173.75	Subtotal for Vendor

HUSSEY SEATING CO.

RIN0024897 CASPER EVENTS CENTER ARENA SEA

	\$11,010.00	
	\$11,010.00	Subtotal for Dept. Casper Events Center
	\$11,010.00	Subtotal for Vendor

INSTALLATION & SVC. CO.

25369 GREASE TRAP CLEANING - VAC TRU

	\$623.00	
	\$623.00	Subtotal for Dept. Casper Events Center
	\$623.00	Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

13879 REPAIRS

13800 REPAIRS

	\$94.50	
	\$140.40	
	\$234.90	Subtotal for Dept. Water Treatment Plant
	\$234.90	Subtotal for Vendor

JC KIRK

RIN0024853 BOOT REIMBURSEMENT

	\$58.01	
	\$58.01	Subtotal for Dept. Refuse Collection
	\$58.01	Subtotal for Vendor

JEREMY TILLER

RIN0024827 TUITION REIMBURSEMENT

	\$548.09	
	\$548.09	Subtotal for Dept. Police
	\$548.09	Subtotal for Vendor

JKC ENGINEERING

15-13-31 CASPER YOUTH BASEBALL FIELD OF

	\$4,365.00	
	\$4,365.00	Subtotal for Dept. Parks
	\$4,365.00	Subtotal for Vendor

JOHN SCHALL

RIN0024882 BOOT REIMBURSEMENT

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

JOY CLARK

RIN0024895 TUITION REIMBURSEMENT

	\$1,107.92	
	\$1,107.92	Subtotal for Dept. Planning

Bills and Claims

City of Casper

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\$1,107.92 Subtotal for Vendor

KAYLA LITWILLER
RIN0024883 REFUND

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

KCWY-TV
63949-1 SKI REPORT

\$297.50
\$297.50 Subtotal for Dept. Hogadon
\$297.50 Subtotal for Vendor

KELLY SVCS., INC.
43848746 LABOR
42831750 LABOR

\$443.04
\$114.75
\$557.79 Subtotal for Dept. Casper Events Center
\$557.79 Subtotal for Vendor

KEVIN KRAFT
RIN0024855 BOOT REIMBURSEMENT

\$45.00
\$45.00 Subtotal for Dept. Refuse Collection
\$45.00 Subtotal for Vendor

KGWC-TV
14693 SEASON PASS ADS

\$504.00
\$504.00 Subtotal for Dept. Hogadon
\$504.00 Subtotal for Vendor

KRISTINE SUBA
RIN0024854 CLOTHING REIMBURSEMENT

\$40.94
\$40.94 Subtotal for Dept. Refuse Collection
\$40.94 Subtotal for Vendor

KTWO TELEVISION
15924 SEASON PASS ADS
15876 SKI REPORT

\$560.00
\$400.00
\$960.00 Subtotal for Dept. Hogadon
\$960.00 Subtotal for Vendor

KUBWATER RESOURCES, INC
04561 ZETAG 7593 DRY POLYMER
04546 ZETAG 7593 DRY POLYMER

\$4,839.01
\$4,839.01
\$9,678.02 Subtotal for Dept. Waste Water
\$9,678.02 Subtotal for Vendor

LABOR READY CENTRAL, INC.
19113198 LABOR
19068948 LABOR

\$148.72
\$223.08
\$371.80 Subtotal for Dept. Metro Animal
\$371.80 Subtotal for Vendor

LACY, WESTON
0023644681 REFUND

\$35.89
\$35.89 Subtotal for Dept. Water

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

\$35.89 Subtotal for Vendor

LAMAR OUTDOOR ADVERTISING

105673206 BILLBOARD

\$1,350.00

\$1,350.00 Subtotal for Dept. Ice Arena

\$1,350.00 Subtotal for Vendor

LEAH RAKISITS

RIN0024917 TRAVEL REIMBURSEMENT

\$1,041.28

\$1,041.28 Subtotal for Dept. Metro Animal

\$1,041.28 Subtotal for Vendor

LEE, CHRISTOPHER

0023592156 REFUND

\$33.91

\$33.91 Subtotal for Dept. Water

\$33.91 Subtotal for Vendor

LILLARD & CLARK - WY.

RIN0024841 RETAINAGE 10-41

\$48,419.00

\$48,419.00 Subtotal for Dept. Waste Water

\$48,419.00 Subtotal for Vendor

LOWE, KELLI

0023592152 REFUND

\$5.51

\$5.51 Subtotal for Dept. Water

\$5.51 Subtotal for Vendor

MANPOWER, INC.

27959529 LABOR

\$226.88

\$226.88 Subtotal for Dept. Casper Events Center

\$226.88 Subtotal for Vendor

MICHAEL BRATVOLD

RIN0024913 REFUND

\$140.61

\$140.61 Subtotal for Dept. General Fund Revenue

\$140.61 Subtotal for Vendor

MICROSOFT CORPORATION

E08000PPUL MICROSOFT 365 DEC 2014

\$18.13

\$18.13 Subtotal for Dept. Aquatics

E08000PPUL MICROSOFT 365 DEC 2014

\$159.57

\$159.57 Subtotal for Dept. Balefill

E08000PPUL MICROSOFT 365 DEC 2014

\$39.89

\$39.89 Subtotal for Dept. Buildings And Grounds

E08000PPUL MICROSOFT 365 DEC 2014

\$76.16

\$76.16 Subtotal for Dept. Casper Events Center

E08000PPUL MICROSOFT 365 DEC 2014

\$14.51

\$14.51 Subtotal for Dept. Cemetery

E08000PPUL MICROSOFT 365 DEC 2014

\$25.39

\$25.39 Subtotal for Dept. City Attorney

E08000PTJX MICROSOFT 365 DEC 2014

\$24.00

E08000PPUL MICROSOFT 365 DEC 2014

\$21.76

Bills and Claims

City of Casper

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E08000PPUL MICROSOFT 365 DEC 2014	\$47.14	\$45.76 Subtotal for Dept.	City Manager
E08000PPUL MICROSOFT 365 DEC 2014	\$18.13	\$47.14 Subtotal for Dept.	Code Enforcement
E08000PPUL MICROSOFT 365 DEC 2014	\$32.64	\$18.13 Subtotal for Dept.	Communications Center
E08000PPUL MICROSOFT 365 DEC 2014	\$39.89	\$32.64 Subtotal for Dept.	Council
E08000PPUL MICROSOFT 365 DEC 2014	\$105.18	\$39.89 Subtotal for Dept.	Engineering
E08000PPUL MICROSOFT 365 DEC 2014	\$290.12	\$105.18 Subtotal for Dept.	Finance
E08000PPUL MICROSOFT 365 DEC 2014	\$21.76	\$290.12 Subtotal for Dept.	Fire
E08000PPUL MICROSOFT 365 DEC 2014	\$43.52	\$21.76 Subtotal for Dept.	Fort Caspar
E08000PPUL MICROSOFT 365 DEC 2014	\$14.51	\$43.52 Subtotal for Dept.	Garage
E08000PPUL MICROSOFT 365 DEC 2014	\$18.13	\$14.51 Subtotal for Dept.	Golf Course
E08000PPUL MICROSOFT 365 DEC 2014	\$29.01	\$18.13 Subtotal for Dept.	Hogadon
E08000PPUL MICROSOFT 365 DEC 2014	\$14.51	\$29.01 Subtotal for Dept.	Human Resources
E08000PPUL MICROSOFT 365 DEC 2014	\$61.65	\$14.51 Subtotal for Dept.	Ice Arena
E08000PPUL MICROSOFT 365 DEC 2014	\$32.64	\$61.65 Subtotal for Dept.	Information Services
E08000PPUL MICROSOFT 365 DEC 2014	\$36.27	\$32.64 Subtotal for Dept.	Metro Animal
E08000PPUL MICROSOFT 365 DEC 2014	\$58.02	\$36.27 Subtotal for Dept.	Municipal Court
E08000PPUL MICROSOFT 365 DEC 2014	\$29.01	\$58.02 Subtotal for Dept.	Parks
E08000PPUL MICROSOFT 365 DEC 2014	\$456.94	\$29.01 Subtotal for Dept.	Planning
E08000PPUL MICROSOFT 365 DEC 2014	\$39.89	\$456.94 Subtotal for Dept.	Police
E08000PPUL MICROSOFT 365 DEC 2014	\$32.64	\$39.89 Subtotal for Dept.	Recreation
E08000PPUL MICROSOFT 365 DEC 2014	\$18.13	\$32.64 Subtotal for Dept.	Streets
E08000PPUL MICROSOFT 365 DEC 2014	\$79.78	\$18.13 Subtotal for Dept.	Traffic
E08000PPUL MICROSOFT 365 DEC 2014	\$72.53	\$79.78 Subtotal for Dept.	Waste Water

Bills and Claims

City of Casper

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E08000PPUL MICROSOFT 365 DEC 2014

\$7.25

\$79.78 Subtotal for Dept. Water

E08000PPUL MICROSOFT 365 DEC 2014

\$29.01

\$29.01 Subtotal for Dept. Water Treatment Plant

\$2,007.71 Subtotal for Vendor

MILLER, SHARON

0023592155 REFUND

\$38.30

\$38.30 Subtotal for Dept. Water

\$38.30 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

7198 INTERNET SERVICE

\$512.50

\$512.50 Subtotal for Dept. Communications Center

7197 INTERNET SERVICE

\$1,015.00

\$1,015.00 Subtotal for Dept. Police

\$1,527.50 Subtotal for Vendor

MURRAY MACDONALD

929536161932 CLOTHING REIMBURSEMENT

\$50.31

\$50.31 Subtotal for Dept. Buildings And Grounds

\$50.31 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1180 PRISONER CARE DEC 14

\$7,500.00

1166 PRISONER CARE NOV 14

\$7,500.00

\$15,000.00 Subtotal for Dept. Police

\$15,000.00 Subtotal for Vendor

NATRONA COUNTY CLERK

RIN0024880 RECORDING

\$51.00

\$51.00 Subtotal for Dept. Engineering

RIN0024880 RECORDING

\$795.00

\$795.00 Subtotal for Dept. Planning

\$846.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE35561 UNIFORMS

\$129.90

NE35673 UNIFORMS

\$34.95

NE35578 UNIFORMS

\$64.95

NE35577 UNIFORMS

\$129.90

NE35614 UNIFORMS

\$19.94

NE35615 UNIFORMS

\$19.94

NE35579 UNIFORMS

\$64.95

NE35575 UNIFORMS

\$64.95

NE35705 UNIFORMS

\$119.90

NE35667 UNIFORMS

\$129.90

NE35637 UNIFORMS

\$109.90

NE35576 UNIFORMS

\$129.90

LN-307381 UNIFORMS

\$95.95

\$1,115.03 Subtotal for Dept. Police

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

\$1,115.03 Subtotal for Vendor

NORDIC SOUND INCORPORATED

140223 CASPER CITY COUNCIL CHAMBERS

\$38,063.00

\$38,063.00 Subtotal for Dept. Council

\$38,063.00 Subtotal for Vendor

OHLSON LAVOIE CORPORATION

111171 MIKE SEDAR POOL RECONSTRUCTION

\$575.00

\$575.00 Subtotal for Dept. Aquatics

\$575.00 Subtotal for Vendor

ONE CALL OF WY.

36992 DEC14 LOCATE TICKETS

\$154.57

\$154.57 Subtotal for Dept. Sewer

36992 DEC14 LOCATE TICKETS

\$188.93

\$188.93 Subtotal for Dept. Water

\$343.50 Subtotal for Vendor

P-CARD VENDORS

00023312 ARC SERVICES/TRAINING - Purcha

\$300.00

00023108 ASSOCIATED SUPPLY - Purchase

\$270.66

00022793 PBD ICMA PUBLICATIONS - Purcha

\$84.39

00023299 ARC SERVICES/TRAINING - Purcha

\$300.00

00023318 ARC SERVICES/TRAINING - Purcha

\$975.00

00023031 SAMS CLUB #6425 - Purchase

\$10.38

00023480 BAILEYS ACE HARDWARE - Purchas

\$65.89

00023474 FUN EXPRESS - Purchase

\$217.50

00023371 IN ELIFEGUARD, INC. - Purchas

\$90.30

00023317 ARC SERVICES/TRAINING - Purcha

\$200.00

00023371 IN ELIFEGUARD, INC. - Purchas

\$275.00

\$2,789.12 Subtotal for Dept. Aquatics

00022793 PBD ICMA PUBLICATIONS - Purcha

\$42.19

00023140 HOSE & RUBBER SUPPLY - Pur

\$679.89

00022817 QUALITY OFFICE SOLUTIO - Purch

\$5.29

00022976 BAILEYS ACE HARDWARE - Purchas

\$27.93

00023320 IN RANGE SOLAR & WIND - P

\$680.00

00023273 ADVANCED HYDRAULIC AND - Purch

\$119.96

00022769 GCR TIRES #751 - Purchase

\$312.75

00022778 WYOMING MACHINERY CO - Purchas

\$17,185.50

00022936 OREILLY AUTO 00027466 - Purch

\$22.17

00022913 CASPER CONTRACTORS SUP - Purch

\$67.78

00023411 CASPER STAR TRIBUNE - Purchase

\$412.60

00023324 FEDEX OFFICE 00009423 - Purch

\$160.11

00023404 CASPER STAR TRIBUNE - Purchase

\$133.50

00022873 CASPER FIRE EXTINGUISH - Purch

\$99.85

00023007 HOSE & RUBBER SUPPLY - Pur

\$128.44

00023488 HOSE & RUBBER SUPPLY - Pur

\$126.98

00023093 HOWARD SUPPLY COMPANY - Purcha

\$52.10

00022949 HILLCREST SPRING WATER - Purch

\$16.50

00022953 LONG BLDG. TECHNOLOGIE - Purch

\$220.00

Bills and Claims

City of Casper

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00022874	QUALITY OFFICE SOLUTIO - Purch	\$11.44	
00022956	LONG BLDG. TECHNOLOGIE - Purch	\$385.00	
00022879	IN CASPER SAFETY LLC - Purcha	\$586.00	
00022771	WYOMING MACHINERY CO - Purchas	\$67.54	
00022857	SAFETY KLEEN SYSTEMS B - Purch	\$7,393.04	
00022955	BAILEYS ACE HARDWARE - Purchas	\$40.93	
00022985	WW GRAINGER - Purchase	\$52.69	
00023164	OFFICE MAX - Purchase	\$31.07	
00023279	SAFETY KLEEN SYSTEMS B - Purch	\$3,610.26	
00023459	WYOMING MACHINERY CO - Purchas	\$94.93	
00023443	CASPER STAR TRIBUNE - Purchase	\$145.65	
00023239	IN GREAT PLAINS CLEAN - Purch	\$265.08	
00023166	TOOLPUSHERS SUPPLY COM - Purch	\$29.04	
00023148	HOSE & RUBBER SUPPLY - Pur	\$60.27	
		\$33,266.48	Subtotal for Dept. Balefill
00023120	THE HOME DEPOT 6001 - Credit	(\$36.27)	
00023244	CASPER WINNELSON CO - Purchase	\$24.21	
00023295	SHEET METAL SPECIALTIE - Purch	\$51.73	
00023050	CASPER WINNELSON CO - Purchase	\$61.95	
00022939	LONG BLDG. TECHNOLOGIE - Purch	\$330.00	
00023023	WW GRAINGER - Purchase	\$22.60	
00023070	RMI WYOMING INC - Purchase	\$36.00	
00023187	LONG BLDG. TECHNOLOGIE - Purch	\$202.03	
00023578	BLOEDORN LUMBER CASPER - Purch	\$6.49	
00023429	RMI WYOMING INC - Purchase	\$144.00	
00023076	AIRGAS CENTRAL - Purchase	\$23.59	
00023080	NORCO INC - Purchase	\$14.87	
00022905	WOODWORKERS SUPPLY, IN - Purch	\$69.75	
00023466	BARGREEN WYOMING 25 - Purchase	\$804.55	
00022872	NORCO INC - Purchase	\$640.01	
00023072	CASPER WINNELSON CO - Purchase	\$35.47	
00023085	THE HOME DEPOT 6001 - Purchase	\$36.27	
00022829	NORCO INC - Purchase	\$551.41	
00022866	CASPER WINNELSON CO - Purchase	\$23.93	
00022836	BAILEYS ACE HARDWARE - Purchas	\$2.49	
00022819	CASPER WINNELSON CO - Purchase	\$165.22	
00023000	NORCO INC - Purchase	\$38.07	
00023251	WW GRAINGER - Purchase	\$17.08	
00022927	BLOEDORN LUMBER CASPER - Purch	\$11.69	
00022945	LONG BLDG. TECHNOLOGIE - Purch	\$125.00	
00023496	LONG BLDG. TECHNOLOGIE - Purch	\$220.00	
00022833	DENNIS SUPPLY COMPANY - Purcha	\$81.73	
00022931	LONG BLDG. TECHNOLOGIE - Purch	\$550.00	
00023373	BLOEDORN LUMBER CASPER - Purch	\$19.15	
00023502	LONG BLDG. TECHNOLOGIE - Purch	\$605.00	
00023521	NORTHROP BOILER WORKS - Purcha	\$137.70	
00022867	NORCO INC - Purchase	\$274.95	
		\$5,290.67	Subtotal for Dept. Buildings And Grounds
00022942	SQ ATLANTIC ELECTRIC, - Purch	\$980.00	
00023464	MICHAELS FENCE & SUPPL - P	\$11.00	

Bills and Claims

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00023400 MICHAELS FENCE & SUPPL - P	\$730.80	
	\$1,721.80	Subtotal for Dept. Capital Projects
00023350 KONE INC. - Purchase	\$3,597.48	
00022891 AMBI MAIL AND MARKETIN - Purch	\$27.42	
00022824 UNITED 01624342889676 - Pur	\$399.70	
00023195 LETZ'S RADIO SUPPLY - Purchase	\$444.00	
00022990 HEARTLAND PAPER COMPAN - Purch	\$35.40	
00022796 WW GRAINGER - Purchase	\$47.58	
00023056 LONG BLDG. TECHNOLOGIE - Purch	\$4,246.00	
00023514 WW GRAINGER - Purchase	\$41.36	
00023479 WW GRAINGER - Purchase	\$75.00	
00023383 WOODWORKERS SUPPLY, IN - Credi	(\$116.36)	
00023157 WOODWORKERS SUPPLY, IN - Purch	\$116.36	
00023358 CHARTER COMM - Purchase	\$140.20	
00022856 UNITED 01624342889654 - Pur	\$399.70	
00022585 ALSCO SLCAS - Purchase	\$459.86	
00022520 COWBOY SUPPLY HOUSE IN - Purch	\$650.48	
00023081 CHARTER COMM - Purchase	\$91.08	
00022766 ASCAP LICENSE FEE - Purchase	\$335.00	
00022777 THE HOME DEPOT 6001 - Purchase	\$26.77	
00022788 CHARTER COMM - Purchase	\$140.20	
00022925 UNITED 01624342889665 - Pur	\$399.70	
00023369 WOODWORKERS SUPPLY, IN - Purch	\$105.30	
00023268 THECOVERSTORE - Purchase	\$280.62	
00022959 FULLCOMPASS - Purchase	\$122.69	
00023034 BLOEDORN LUMBER CASPER - Purch	\$164.39	
00022992 WW GRAINGER - Purchase	\$47.66	
00023468 WW GRAINGER - Purchase	\$15.22	
00022653 XPEDX LLC - Purchase	\$405.56	
00023457 ATLAS OFFICE PRODUCTS - Purcha	\$71.24	
00022620 HEARTLAND PAPER COMPAN - Purch	\$20.62	
00023003 SHEET METAL SPECIALTIE - Purch	\$297.33	
00023444 WW GRAINGER - Purchase	\$70.68	
00023258 COMTRONIX - Purchase	\$78.00	
00023493 CASPER WINNELSON CO - Purchase	\$2,002.42	
00023142 COMTRONIX - Purchase	\$78.00	
00023285 PROCORP IMAGES, INC. - Purchas	\$311.49	
00022962 WOODWORKERS SUPPLY, IN - Purch	\$35.10	
00023074 IN WYOMING LOCK AND S - Purch	\$72.00	
	\$15,735.25	Subtotal for Dept. Casper Events Center
00023146 WW GRAINGER - Purchase	\$92.40	
00022589 BAILEYS ACE HARDWARE - Purchas	\$47.98	
	\$140.38	Subtotal for Dept. Cemetery
00023073 DELTA 00623780545835 - Pur	\$413.70	
00022982 THOMSON WEST TCD - Purchase	\$1,069.11	
00023061 THE AMERICAN LAW INSTI - Purch	\$1,119.30	
00023136 IN POWDER RIVER SHRED - Purch	\$70.00	
00023124 SUPERSHUTTLE EXECUCARS - Purch	\$17.00	
00023156 IMLA - Purchase	\$695.00	
00023029 THOMSON WEST TCD - Purchase	\$84.00	

Bills and Claims

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	\$3,468.11	Subtotal for Dept.	City Attorney
00023067 COMTRONIX - Purchase	\$234.00		
00023088 RMI WYOMING INC - Purchase	\$500.00		
	\$734.00	Subtotal for Dept.	City Hall
00023128 JACKSONS - Purchase	\$24.67		
00023465 DIAMOND VOGEL PAINT #7 - Purch	\$15.55		
00023083 SQ GREAT HARVEST BAKE - Purch	\$136.00		
00023340 SAMS CLUB #6425 - Purchase	\$7.58		
00023505 HQ SOUTHERN BBQ LLC - Purchase	\$164.62		
00023534 DIAMOND VOGEL PAINT #7 - Purch	\$46.18		
00023379 SHERWIN WILLIAMS #3439 - Purch	\$24.25		
00023282 SHERWIN WILLIAMS #3439 - Purch	\$38.87		
00023310 SHERWIN WILLIAMS #3439 - Purch	\$12.93		
00023287 THE HOME DEPOT 6001 - Purchase	\$52.00		
00022793 PBD ICMA PUBLICATIONS - Purcha	\$84.18		
00022933 XEROX CORPORATION/RBO - Purcha	\$41.25		
00023252 DIAMOND VOGEL PAINT #7 - Purch	\$38.64		
00023254 EGGINGTONS - Purchase	\$30.80		
00023485 CASPER PETROLEUM CLUB - Purcha	\$1,688.48		
	\$2,406.00	Subtotal for Dept.	City Manager
00023045 CACEO 00 OF 00 - Purch	\$45.00		
00023189 OFFICE MAX - Purchase	\$119.99		
00022972 ATLAS OFFICE PRODUCTS - Purcha	\$24.77		
00022968 DLX FOR SMALLBUSINESS - Purcha	\$45.30		
00023441 VZWLSS MY VZ VB P - Purchase	\$42.80		
00023162 CACEO 00 OF 00 - Purch	\$45.00		
00022926 IN EXPRESS PRINTING C - Purch	\$298.80		
00023173 CACEO 00 OF 00 - Purch	\$45.00		
00023094 IAEI - Purchase	\$102.00		
	\$768.66	Subtotal for Dept.	Code Enforcement
00022676 AT&T 0512212711001 - Purcha	\$40.18		
00022237 ATLAS OFFICE PRODUCTS - Purcha	\$291.94		
00022838 TW ENTERPRISES INC - Purchase	\$633.45		
00023016 DTV DIRECTV SERVICE - Purchase	\$114.78		
00022525 ATLAS OFFICE PRODUCTS - Purcha	\$96.03		
00023462 IN POWDER RIVER SHRED - Purch	\$35.00		
00022761 GUS GLOBALSTAR USA - Purchase	\$227.06		
00022750 WAL-MART #1617 - Purchase	\$37.41		
00022697 AT&T 0512212799001 - Purcha	\$38.08		
00022690 CHARTER COMM - Purchase	\$113.99		
	\$1,627.92	Subtotal for Dept.	Communications Center
00023169 WALGREENS #7601 - Purchase	\$5.03		
00023441 VZWLSS MY VZ VB P - Purchase	\$30.02		
00023144 J'S PUB & GRILL - Purchase	\$57.64		
	\$92.69	Subtotal for Dept.	Council
00023447 XEROX CORPORATION/RBO - Purcha	\$115.31		
00023370 ATLAS OFFICE PRODUCTS - Purcha	\$65.51		
00023391 XEROX CORPORATION/RBO - Purcha	\$24.20		
00023477 AMBI MAIL AND MARKETIN - Purch	\$63.68		

Bills and Claims

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00023441	VZWRLLS MY VZ VB P - Purchase	\$47.26	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
		\$400.35	Subtotal for Dept. Engineering
00022938	SUPERIOR SIGNS & SUPPL - P	\$260.75	
00022501	AICPA AICPA - Purchase	\$150.00	
00023259	ATLAS OFFICE PRODUCTS - Purcha	\$1,628.00	
00023209	CPU VENTURE TECH NETWO - Purch	\$49.95	
00023292	ATLAS OFFICE PRODUCTS - Purcha	\$1,470.06	
00022958	ATLAS OFFICE PRODUCTS - Purcha	\$87.79	
00023183	WM SUPERCENTER #1617 - Purchas	\$42.88	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00023062	WW GRAINGER - Purchase	\$67.09	
00022929	ALSCO SLCAS - Purchase	\$11.61	
00023110	WW GRAINGER - Purchase	\$51.60	
00023186	SUTHERLANDS 2219 - Purchase	\$153.92	
00023191	ALSCO SLCAS - Purchase	\$11.61	
00023441	VZWRLLS MY VZ VB P - Purchase	\$21.41	
00023218	FLEMING SUPPLY - Purchase	\$5.01	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00022907	SUTHERLANDS 2219 - Purchase	\$8.70	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00023041	ALL OUT FIRE EXTINGUIS - Purch	\$96.00	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$168.78	
00022941	BAUDVILLE INC. - Purchase	\$148.50	
00023048	HOSE & RUBBER SUPPLY - Purchas	\$4.01	
		\$4,690.84	Subtotal for Dept. Finance
00022497	OFFICE DEPOT #1080 - Purchase	\$131.20	
00023130	BLOEDORN LUMBER CASPER - Purch	\$9.29	
00023175	BULLEX DIGITAL SAFET - Purchas	\$592.00	
00023177	OVERHEAD DOOR COMPANY - Purcha	\$72.00	
00023330	SWPS.COM/210-590-9363 - Purcha	\$400.83	
00022770	ACTIVE911 INC - Purchase	\$997.50	
00023440	CASPER FIRE EXTINGUISH - Purch	\$151.00	
00022753	DRIVEN POWERSPORTS - Purchase	\$62.99	
00023500	ROTO ROOTER - Purchase	\$205.20	
00023141	BARGREEN WYOMING 25 - Purchase	\$272.60	
00022855	AMBI MAIL AND MARKETIN - Purch	\$5.56	
00023225	NORCO INC - Purchase	\$544.55	
00022544	ACCO BRANDS DIRECT - Purchase	\$207.24	
00023582	SPORTSMANS WAREHOUSE 1 - Purch	\$31.98	
00022993	THE HOME DEPOT 6001 - Purchase	\$156.85	
00023463	THE OIL HUB - Purchase	\$27.04	
00022961	SPORTSMANS WAREHOUSE 1 - Purch	\$80.80	
00023138	SAMS CLUB #6425 - Purchase	\$1,380.52	
00023116	WYOMING CAMERA OUTFITT - Purch	\$196.68	
00022746	DRIVEN POWERSPORTS - Credit	(\$62.99)	
00023019	SEARS ROEBUCK 2341 - Purchas	\$59.92	
00023201	SUTHERLANDS 2219 - Purchase	\$4.18	
00022754	PBD ICMA PUBLICATIONS - Purcha	\$37.95	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$258.05	

Bills and Claims

City of Casper

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00023260	URGENT CARE OF CASPER - Purcha	\$169.00	
00022748	DRIVEN POWERSPORTS - Purchase	\$59.99	
00022842	OVERHEAD DOOR COMPANY - Purcha	\$3,600.72	
00023145	CHIEF SUPPLY - Purchase	\$96.65	
00023300	BARGREEN WYOMING 25 - Purchase	\$90.50	
00023596	KOLPIN POWERSPORTS - Purchase	\$53.56	
		\$9,893.36	Subtotal for Dept. Fire
00023396	ATLAS OFFICE PRODUCTS - Purcha	\$22.56	
00023231	SMITHS FOOD #4185 - Purchase	\$40.13	
00023237	SMITHS FOOD #4185 - Credit	(\$40.13)	
00023515	PAYPAL GRNPLNTMAPS - Purchase	\$36.00	
00022963	ATLAS OFFICE PRODUCTS - Purcha	\$45.15	
00023204	K & M INTERNATIONAL IN	\$84.00	
00023445	K & M INTERNATIONAL IN - P	\$10.00	
00022813	Amazon.com - Purchase	\$22.99	
00022820	WYOMING HUMANITIES COU - Purch	\$50.00	
00022797	Amazon.com - Purchase	\$22.99	
00022986	WYOMING HUMANITIES COU - Credi	(\$50.00)	
		\$243.69	Subtotal for Dept. Fort Caspar
00022844	WHITES MOUNTAIN - Purchase	\$283.34	
00022912	GOODYEAR COMMERCIAL TI - Purch	\$525.00	
00022763	CMI-TECO - Purchase	\$8.67	
00023013	WW GRAINGER - Purchase	\$44.28	
00022744	BEARING BELTCHAIN00244 - Purch	\$14.88	
00022658	MENARDS CASPER - Purchase	\$39.98	
00022729	CMI-TECO - Credit	(\$345.06)	
00023208	BEARING BELTCHAIN00244 - Purch	\$10.92	
00023158	BEARING BELTCHAIN00244 - Purch	\$35.60	
00023084	BEARING BELTCHAIN00244 - Purch	\$77.13	
00022957	SQ DAVID TERRELL - Purchase	\$90.00	
00022789	BEARING BELTCHAIN00244 - Purch	\$104.88	
00022977	TOP OFFICE PRODUCTS - Purchase	\$102.79	
00023182	WW GRAINGER - Purchase	\$24.50	
00023277	BEARING BELTCHAIN00244 - Credi	(\$51.90)	
00023012	WHITES MOUNTAIN - Purchase	\$69.03	
00022846	LARIAT INTERNATIONAL T - Purch	\$230.36	
00023028	BEARING BELTCHAIN00244 - Purch	\$9.60	
00023047	BEARING BELTCHAIN00244 - Purch	\$14.98	
00023178	HONNEN EQUIPMENT #04 - Purchas	\$457.98	
00022722	CMI-TECO - Purchase	\$475.29	
00023139	BEARING BELTCHAIN00244 - Purch	\$23.32	
00022736	BEARING BELTCHAIN00244 - Credi	(\$36.83)	
00022928	CMI-TECO - Purchase	\$49.36	
00023126	GREINER MOTOR COMPANY - Purcha	\$54.91	
00023275	GOODYEAR COMMERCIAL TI - Purch	\$831.52	
00022911	NORCO INC - Purchase	\$101.37	
00022584	IN PETERSON EQUIPMENT - Purch	\$793.92	
00023040	BEARING BELTCHAIN00244 - Purch	\$4.49	
00023099	BEARING BELTCHAIN00244 - Purch	\$4.69	
00022738	FRANK J. ZAMBONI & CO. - P	\$196.41	

Bills and Claims

City of Casper

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00023097	JACKS TRUCK AND EQUIPMT - Purch	\$198.17
00022765	JACKS TRUCK AND EQUIPMT - Purch	\$85.84
00023060	BEARING BELTCHAIN00244 - Purch	\$5.78
00022834	BEARING BELTCHAIN00244 - Purch	\$8.69
00023091	JACKS TRUCK AND EQUIPMT - Purch	\$137.33
00022756	WW GRAINGER - Purchase	\$64.30
00022678	HARTZ E&F TOWING & REC	\$300.00
00023069	JACKS TRUCK AND EQUIPMT - Purch	\$214.07
00022700	CMI-TECO - Purchase	\$66.19
00022850	BOBCAT OF CASPER - Purchase	\$43.10
00023160	BEARING BELTCHAIN00244 - Purch	\$3.20
00022430	AmazonPrime Membership - Credi	(\$99.00)
00023441	VZWRLSS MY VZ VB P - Purchase	\$21.41
00023159	BEARING BELTCHAIN00244 - Purch	\$30.77
00023115	BEARING BELTCHAIN00244 - Purch	\$115.38
00023098	BEARING BELTCHAIN00244 - Purch	\$57.69
00023113	BEARING BELTCHAIN00244 - Credi	(\$6.38)
00022803	EREPLACEMENTPARTS.COM	\$19.40
00023027	EREPLACEMENTPARTS.COM - Purcha	\$41.42
00022902	BEARING BELTCHAIN00244 - Purch	\$27.56
00022803	EREPLACEMENTPARTS.COM - Purcha	\$74.69
00023105	JACKS TRUCK AND EQUIPMT - Purch	\$4,187.15
00022682	HENSLEY BATTERY&ELECTR - P	\$177.04
00023104	WHITES MOUNTAIN - Purchase	\$283.34
00022599	FAIR MANUFACTURING - Purchase	\$947.05
00023015	ALPINE MOTOR SPORTS - Purchase	\$59.90
00022899	MIS INDUSTRIAL SUPPLY - Purcha	\$136.39
00023014	GREINER MOTOR COMPANY - Purcha	\$132.95
00023227	GREINER MOTOR COMPANY - Purcha	\$65.95
00022996	DRIVE TRAIN INDUSTRIES - Purch	\$253.11
00022964	DRIVE TRAIN INDUSTRIES - Purch	\$20.92
00022815	OREILLY AUTO 00027466 - Purch	\$4.99
00022799	BEARING BELTCHAIN00244 - Purch	\$36.63
00023058	BEARING BELTCHAIN00244 - Purch	\$47.24
00023111	BEARING BELTCHAIN00244 - Purch	\$17.34
00022723	AMERI-TECH EQUIPMENT C - Purch	\$229.00
00023020	BEARING BELTCHAIN00244 - Purch	\$13.08
00023018	BEARING BELTCHAIN00244 - Purch	\$61.59
00023247	BEARING BELTCHAIN00244 - Purch	\$5.70
00022852	BEARING BELTCHAIN00244 - Purch	\$360.69
00023033	BEARING BELTCHAIN00244 - Purch	\$80.90
00022791	BEARING BELTCHAIN00244 - Purch	\$79.44
00022888	BEARING BELTCHAIN00244 - Purch	\$16.28
00022792	LARIAT INTERNATIONAL T - Purch	\$14.58
00023011	INDUSTRIAL SCREEN & MA - P	\$1,545.00
00022674	ALSCO SLCAS - Purchase	\$1,016.66
00023161	BEARING BELTCHAIN00244 - Credi	(\$23.32)
00022843	STOTZ	\$204.66
00023163	BEARING BELTCHAIN00244 - Purch	\$80.56
00023170	WEAR PARTS INC - Purchase	\$11.05

Bills and Claims

City of Casper

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00022801 LARIAT INTERNATIONAL T - Credi	(\$197.84)	
00022909 BEARING BELTCHAIN00244 - Purch	\$20.44	
00022683 CMI-TECO - Purchase	\$57.55	
00022843 STOTZ EQUIPMENT - Purchase	\$281.49	
00022808 HOSE & RUBBER SUPPLY - Pur	\$11.29	
00022667 GREINER MOTOR COMPANY - Purcha	\$308.04	
00023095 JACKS TRUCK AND EQUPMT - Purch	\$323.64	
00022731 BEARING BELTCHAIN00244 - Purch	\$158.43	
00022910 FRANK J. ZAMBONI & CO. - P	\$1,296.17	
00023150 BEARING BELTCHAIN00244 - Purch	\$34.56	
00022671 Cate Rental and Sales - Purcha	\$729.06	
00023134 OSHKOSH CORP MCNEILUS - Purcha	\$36.37	
00023065 BEARING BELTCHAIN00244 - Purch	\$61.53	
00022970 DRIVE TRAIN INDUSTRIES - Purch	\$19.81	
00022951 GREINER MOTOR COMPANY - Purcha	\$19.40	
00022978 NEWARK US 000700000075 - Purch	\$72.07	
00023055 DRIVE TRAIN INDUSTRIES - Purch	\$13.50	
00023184 CMI-TECO - Purchase	\$46.04	
00022724 GREINER MOTOR COMPANY - Credit	(\$0.02)	
00022714 WEAR PARTS INC - Purchase	\$29.00	
00023059 JACKS TRUCK AND EQUPMT - Purch	\$161.82	
00022971 JACKS TRUCK AND EQUPMT - Purch	\$81.00	
00022790 BEARING BELTCHAIN00244 - Credi	(\$16.28)	
00022980 BEARING BELTCHAIN00244 - Purch	\$60.16	
00023036 WYOMING MACHINERY CO - Credit	(\$1,378.05)	
00023053 DRIVE TRAIN INDUSTRIES - Purch	\$15.99	
	\$17,966.06	Subtotal for Dept. Garage
00023096 THE HOME DEPOT 6001 - Purchase	\$29.29	
00023021 LOAF N JUG #0104 Q81 - Purch	\$58.00	
00022839 GCSAA EIFG 8004727878 - Purcha	\$395.00	
00023131 SUTHERLANDS 2219 - Purchase	\$13.01	
00022900 HOSE & RUBBER SUPPLY - Pur	\$115.65	
00022935 MENARDS CASPER - Purchase	\$139.98	
00023246 MENARDS CASPER - Purchase	\$97.25	
00022947 MENARDS CASPER - Purchase	\$55.85	
00023188 SUTHERLANDS 2219 - Purchase	\$16.40	
00023100 SUTHERLANDS 2219 - Purchase	\$8.49	
	\$928.92	Subtotal for Dept. Golf Course
00022794 ATLAS OFFICE PRODUCTS - Purcha	\$159.38	
00022991 MYCREATIVESHOP.COM - Purchase	\$19.95	
00022490 ATLAS OFFICE PRODUCTS - Purcha	\$46.30	
	\$225.63	Subtotal for Dept. Health Insurance
00023171 COASTAL CHEMICAL CO LL - Purch	\$1,785.09	
00022994 PEDENS INC. - Purchase	\$108.00	
00023119 COMMUNICATION TECHNOLO - Purch	\$115.00	
00023117 NIX SIGN CO LLC - Purchase	\$189.24	
00022944 WORLD CUP SUPPLY, INC. - Purch	\$515.10	
00023441 VZWRLLS MY VZ VB P - Purchase	\$21.41	
00023135 WCI OF WYOMING, INC - Purchase	\$250.00	
00022597 IN PETERSON EQUIPMENT - Purch	\$80.03	

Bills and Claims

City of Casper

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00023121	FALLLINE CORP - Purchase	\$132.57	
00022153	STAPLES 00114181 - Purch	\$114.46	
00023167	AIRGAS CENTRAL - Purchase	\$50.86	
00022853	BEARING BELTCHAIN00244 - Purch	\$72.64	
		\$3,434.40	Subtotal for Dept. Hogadon
00022915	ABS0 - Purchase	\$693.82	
00023063	AMBI MAIL AND MARKETIN - Purch	\$19.07	
00022981	HOSPITALITY MINTS LLC - Purcha	\$46.91	
00023127	ATLAS OFFICE PRODUCTS - Purcha	\$25.26	
00023309	BAUDVILLE INC. - Purchase	\$139.90	
00022680	IN POWDER RIVER SHRED - Purch	\$75.00	
00023281	FRACKELTONS - Purchase	\$10.48	
00022794	ATLAS OFFICE PRODUCTS - Purcha	\$49.89	
00022969	BAUDVILLE INC. - Purchase	\$357.74	
00023090	WAL-MART #3778 - Purchase	\$295.00	
00023026	PAPER AND MORE - Purchase	\$55.41	
00023152	REALITY-BASED LEADERSH - Purch	\$83.97	
00023565	THE MERRY PEDDLER - Purchase	\$1,282.85	
00022490	ATLAS OFFICE PRODUCTS - Purcha	\$37.73	
		\$3,173.03	Subtotal for Dept. Human Resources
00023304	SAMS CLUB #6425 - Purchase	\$302.84	
00022818	PAPA JOHN'S #01393 - Purchase	\$19.98	
00022693	BARGREEN WYOMING 25 - Purchase	\$64.56	
00023153	BECKER ARENA PRODUCTS - Purcha	\$254.91	
00022383	SAMSCLUB #6425 - Purchase	\$13.24	
00023264	PAPA JOHN'S #01393 - Purchase	\$41.95	
00022699	CENTER ICE SUPPLIES - Purchase	\$143.50	
00022922	PAPA JOHN'S #01393 - Purchase	\$17.98	
00023304	SAMS CLUB #6425 - Purchase	\$69.55	
00022461	FARMER BROS CO - Purchase	\$428.44	
00023228	FARMER BROS CO - Purchase	\$674.60	
00023249	PAPA JOHN'S #01393 - Purchase	\$41.95	
00023002	BARGREEN WYOMING 25 - Purchase	\$24.70	
00023181	WEAR PARTS INC - Purchase	\$115.84	
00023274	ALBERTSONS - Purchase	\$12.45	
00022816	PAPA JOHN'S #01393 - Purchase	\$17.98	
00022772	BARGREEN WYOMING 25 - Credit	(\$67.56)	
00023215	PAPA JOHN'S #01393 - Purchase	\$17.98	
00023256	WM SUPERCENTER #1617 - Purchas	\$4.88	
00023101	SAMSCLUB #6425 - Purchase	\$459.02	
00023001	BARGREEN WYOMING 25 - Purchase	\$63.80	
00023451	ADOBE SYSTEMS, INC. - Purchase	\$9.99	
00023044	VISTAR - ROCKY MOUNT - Purchas	\$2,201.76	
00023038	BARGREEN WYOMING 25 - Purchase	\$47.80	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
		\$5,066.53	Subtotal for Dept. Ice Arena
00022845	CBT NUGGETS - Purchase	\$2,098.00	
00022952	SAMSCLUB #6425 - Purchase	\$65.98	
00023325	ATLAS OFFICE PRODUCTS - Purcha	\$322.00	
		\$2,485.98	Subtotal for Dept. Information Services

Bills and Claims

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00023294	WW GRAINGER - Purchase	\$81.32	
00023174	MOUNTAIN VIEW SUB SHOP - Purch	\$92.14	
00023453	DOLRTREE 3288 00032888 - Purch	\$2.10	
00023200	Galls Intern - Purchase	\$96.34	
00023417	LITTLE CAESARS 1989 00 - Purch	\$21.56	
00022601	OREILLY AUTO 00027466 - Purch	\$31.43	
00022651	NORCO INC - Purchase	\$307.42	
00022646	NORCO INC - Purchase	\$523.38	
		\$1,155.69	Subtotal for Dept. Metro Animal
00023316	Local Match	\$1.49	
00023316	Federal Portion	\$14.23	
		\$15.72	Subtotal for Dept. Metropolitan Planning
00023424	ATLAS OFFICE PRODUCTS - Purcha	\$8.70	
00023143	IN POWDER RIVER SHRED - Purch	\$21.00	
00023362	NACM - Purchase	\$125.00	
00022704	TOP OFFICE PRODUCTS	\$75.93	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00023595	STAPLES DIRECT - Purchase	\$212.09	
		\$527.11	Subtotal for Dept. Municipal Court
00023510	CRESCENT ELECTRIC 103 - Credit	(\$151.51)	
00023435	0970 CED - Purchase	\$178.26	
00023308	CASPER WINNELSON CO - Purchase	\$6.13	
00023364	CRESCENT ELECTRIC 103 - Purcha	\$151.51	
00023473	CRESCENT ELECTRIC 103 - Purcha	\$144.30	
00023405	0970 CED - Purchase	\$314.28	
00023472	WW GRAINGER - Purchase	\$86.13	
		\$729.10	Subtotal for Dept. Parking
00022831	NORCO INC - Purchase	\$610.07	
00023432	BAILEYS ACE HARDWARE - Purchas	\$39.90	
00023049	FEDEX OFFICE 00009423 - Purch	\$23.39	
00022826	INDUSTRIAL DISTRIBU - Purchase	\$29.98	
00022880	UNITED 01629231286561 - Pur	\$200.00	
00022825	UNITED 01629231295403 - Pur	\$200.00	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00023242	BEARING BELTCHAIN00244 - Purch	\$44.63	
00023397	ATLAS OFFICE PRODUCTS - Purcha	\$93.60	
00022973	SHERRILL - Purchase	\$159.80	
00022716	NORCO INC - Purchase	\$45.69	
00023107	FEDEX OFFICE 00009423 - Credi	(\$27.29)	
00022672	CASPER STAR TRIBUNE - Purchase	\$131.40	
00023122	CSU SOIL WATER & PLANT - P	\$38.00	
00022886	CRESCENT ELECTRIC 103 - Purcha	\$9.61	
00023356	THE HOME DEPOT 6001 - Purchase	\$66.87	
00022934	ATLAS OFFICE PRODUCTS - Purcha	\$18.98	
00023176	BAILEYS ACE HARDWARE - Purchas	\$71.96	
00022864	UNITED 01629231286572 - Pur	\$200.00	
00023365	BAILEYS ACE HARDWARE - Credit	(\$9.00)	
00022893	FEDEX 780167193926 - Purchase	\$120.67	
00023217	CPS DISTRIBUTORS INC C - Purch	\$73.20	
00023075	General Shale Brick - Purchase	\$9.24	

Bills and Claims

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00022861	FEDEX 840116658238 - Purchase	\$27.29	
00023389	CPS DISTRIBUTORS INC C - Purch	\$121.59	
00022692	SPORTS TURF MANAGERS A - Purch	\$110.00	
00023377	BAILEYS ACE HARDWARE - Purchas	\$101.56	
00022749	COMMUNICATION TECHNOLO - Purch	\$2,900.00	
00022965	CPS DISTRIBUTORS INC C - Purch	\$8.71	
00022774	BAILEYS ACE HARDWARE - Purchas	\$18.99	
00023403	BAILEYS ACE HARDWARE - Purchas	\$23.37	
00023401	BAILEYS ACE HARDWARE - Purchas	\$8.98	
00022977	TOP OFFICE PRODUCTS-Purchase	\$65.99	
		\$5,621.57	Subtotal for Dept. Parks
00022966	LITTLE VALLEY WHOLESAL - Purch	\$5,386.20	
00023607	BURBACK'S REFRIGERATIO - Purch	\$12,654.00	
		\$18,040.20	Subtotal for Dept. Perpetual Care
00023540	ATLAS OFFICE PRODUCTS - Purcha	\$66.26	
00023103	CASPER STAR TRIBUNE - Purchase	\$30.55	
00022943	ATLAS OFFICE PRODUCTS - Purcha	\$71.96	
00023232	CASPER STAR TRIBUNE - Purchase	\$643.70	
00023213	CASPER STAR TRIBUNE - Purchase	\$776.00	
00023619	BIZWEST MEDIA - Purchase	\$24.97	
00023388	CASPER STAR TRIBUNE - Purchase	\$130.45	
00023303	ATLAS REPRODUCTION - Purchase	\$6.00	
00023082	CASPER STAR TRIBUNE - Purchase	\$41.70	
		\$1,791.59	Subtotal for Dept. Planning
00022679	KUM & GO #959 - Purchase	\$18.93	
00023114	PEDENS INC. - Purchase	\$15.00	
00022707	GEOTEC INDUSTRIAL SUPP - Purch	\$300.00	
00022237	ATLAS OFFICE PRODUCTS - Purcha	\$260.14	
00022245	BEST BUY 00015271 - Purch	\$62.98	
00022698	KUM & GO #959 - Purchase	\$22.09	
00022395	ATLAS OFFICE PRODUCTS - Purcha	\$519.77	
00022403	CHARTER COMM - Purchase	\$52.14	
00022407	LOAF N JUG #0130 Q81 - Purch	\$32.72	
00022725	CASPER FIRE EXTINGUISH - Purch	\$46.35	
00022488	NOLAND FEED INC. - Purchase	\$86.80	
00022987	WM SUPERCENTER #3778 - Purchas	\$17.23	
00022578	IN EXPRESS PRINTING C - Purch	\$88.00	
00022726	MENARDS CASPER - Purchase	\$86.60	
00022650	STOP-N-GO - Purchase	\$32.25	
00022811	TLO TRANSUNION - Purchase	\$110.25	
00022712	KUM & GO #959 - Purchase	\$9.27	
00022617	STALKER RADAR - Purchase	\$451.00	
00022974	IN EXPRESS PRINTING C - Purch	\$116.00	
00022999	RESPOND FIRST AID OF W - Purch	\$149.18	
00022967	ATLAS OFFICE PRODUCTS - Purcha	\$97.22	
00022847	SAFARILAND - Purchase	\$249.99	
00022890	STOP-N-GO - Purchase	\$37.54	
00023353	NOLAND FEED INC. - Purchase	\$86.80	
00023286	SAMSCLUB #6425 - Credit	(\$3.44)	
00023519	ALBERTSONS #2060 - Purchase	\$33.88	

Bills and Claims

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00023224	SAMSCLUB #6425 - Purchase	\$105.32	
00023222	MERBACK AWARD COMPANY - Purcha	\$139.20	
00023536	WYOMING CARDIOPULMONAR - Purch	\$949.00	
00023271	ATLAS OFFICE PRODUCTS - Purcha	\$67.18	
00023585	MERBACK AWARD COMPANY - Purcha	\$315.60	
00023541	QUALITY OFFICE SOLUTIO - Purch	\$110.38	
00023552	QUALITY OFFICE SOLUTIO - Purch	\$125.82	
00023438	WEAR PARTS INC - Purchase	\$10.55	
00023574	WYOMING CARDIOPULMONAR - Purch	\$206.00	
00022786	SQ ALL AROUND TOWING - Purcha	\$110.25	
00023196	HOBBY-LOBBY #0233 - Purchase	\$24.95	
00022896	THE FAMILY CLINIC LLC - Purcha	\$189.00	
00022932	ATLAS OFFICE PRODUCTS - Purcha	\$121.48	
00022881	AMBI MAIL AND MARKETIN - Purch	\$486.24	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$1,603.41	
00022869	HARTZ E&F TOWING & REC - Purch	\$464.00	
00022862	CASPER ANIMAL CENTER, - Purcha	\$76.38	
00023137	HENSLEY BATTERY&ELECTR - Purch	\$169.65	
00022859	HOBBY-LOBBY #0233 - Purchase	\$8.99	
00023106	ATLAS OFFICE PRODUCTS - Purcha	\$193.68	
00023079	PEDENS INC. - Purchase	\$175.00	
00023037	WESTERN STATES FIRE PR - Purch	\$450.00	
00023030	J'S PUB & GRILL - Purchase	\$64.99	
00023617	NORCO INC - Purchase	\$105.23	
00023004	RIMAGE - Purchase	\$494.72	
00023420	A 2 Z TOWING - Purchase	\$139.05	
00022795	RICOH USA, INC - Purchase	\$31.35	
00023615	GAL UNIFORM&EQUIPMENT - Purcha	\$877.58	
00022814	QUALITY OFFICE SOLUTIO - Purch	\$108.77	
00022810	NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00022779	IN JOHNSON ROBERTS & - Purcha	\$17.50	
00022787	QUALITY OFFICE SOLUTIO - Purch	\$6.79	
00022720	IN POWDER RIVER SHRED - Purch	\$105.00	
00022781	GAL UNIFORM&EQUIPMENT - Purcha	\$2,164.41	
00022727	PILOT 00007625 - Purch	\$35.55	
00022758	NOLAND FEED INC. - Purchase	\$43.40	
00022740	MOUNTAIN STATES LITHOG - Purch	\$167.10	
00022734	ATLAS OFFICE PRODUCTS - Purcha	\$136.57	
00022728	KUM & GO #959 - Purchase	\$23.22	
00022760	ENTENMANN-ROVIN COMPAN - Purch	\$763.15	
		\$14,415.15	Subtotal for Dept. Police
00023010	PARKWAY PLAZA - Credit	(\$5.20)	
00023573	KMART 4736 - Purchase	\$5.98	
		\$0.78	Subtotal for Dept. Police Grants
00022537	ATLAS OFFICE PRODUCTS - Credit	(\$48.70)	
00022711	AMBI MAIL AND MARKETIN - Purch	\$1.14	
00023298	TIMOTHY G KLINKER MD - Purchas	\$155.00	
00023042	URGENT CARE OF CASPER - Purcha	\$370.00	
00022637	INST. OF POLICE TECH & - Purch	\$795.00	
00023127	ATLAS OFFICE PRODUCTS - Purcha	\$66.17	

Bills and Claims

City of Casper

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00023431	AMBI MAIL AND MARKETIN - Purch	\$2.85	
00022490	ATLAS OFFICE PRODUCTS - Purcha	\$48.70	
00022590	EXPEDIA 194687127291 - Purchas	\$1,347.06	
00022537	ATLAS OFFICE PRODUCTS -	\$21.65	
	\$2,758.87	Subtotal for Dept.	Property & Liability Insurance
00023206	UNITED 01624352325330 - Pur	\$765.70	
00023112	PEDENS INC. - Purchase	\$195.00	
00022887	LIFE FITNESS - Purchase	\$156.71	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00023267	TRAVELOCITY.COM - Purchase	\$7.99	
00022908	BAILEYS ACE HARDWARE - Purchas	\$12.99	
00022835	SAMSClub #6425 - Purchase	\$4.98	
00023255	UNITED 01675661860250 - Pur	\$752.20	
00023238	LIFE FITNESS - Purchase	\$83.14	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00022901	BAILEYS ACE HARDWARE - Purchas	\$25.96	
	\$2,173.45	Subtotal for Dept.	Recreation
00023507	NORCO INC - Purchase	\$439.00	
00023507	NORCO INC - Purchase	\$122.28	
00023043	BAILEYS ACE HARDWARE - Purchas	\$57.70	
00023043	BAILEYS ACE HARDWARE - Purchas	\$121.85	
00022568	CASPER STAR TRIBUNE - Purchase	\$161.50	
00022498	Facebook	\$15.39	
00022745	WYOMING STEEL AND RECY - Purch	\$6,090.90	
00022851	THE HOME DEPOT 6001 - Purchase	\$11.32	
00022625	FACEBK USQ6G7AKH2 - Purchase	\$4.61	
00022767	WYOMING STEEL AND RECY - Purch	\$5,243.10	
00022762	WEAR PARTS INC - Purchase	\$98.72	
00023089	INDUSTRIAL SCREEN & MA - P	\$267.68	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$42.20	
	\$12,676.25	Subtotal for Dept.	Refuse Collection
00023441	VZWRLLS MY VZ VB P - Purchase	\$21.41	
00023006	SQ ISC, INC. DBA V - Purchase	\$180.03	
00022995	SQ ISC, INC. DBA V - Credit	(\$180.03)	
00023455	CASPER STAR TRIBUNE - Purchase	\$176.28	
00023494	AMBI MAIL AND MARKETIN - Purch	\$15.02	
00022473	SUTHERLANDS 2219 - Purchase	\$18.84	
00022594	ALSCO SLCAS - Purchase	\$132.36	
00022984	SQ ISC, INC. DBA V - Purchase	\$180.83	
	\$544.74	Subtotal for Dept.	Sewer
00023594	SOURCE GAS - Purchase	\$4,354.89	
00022937	TERMINIX - Purchase	\$54.00	
00023546	LONG BLDG. TECHNOLOGIE - Purch	\$261.25	
00023562	SOURCE GAS - Purchase	\$357.96	
	\$5,028.10	Subtotal for Dept.	Special Reserves
00022837	BOBCAT OF CASPER - Purchase	\$140.00	
00023450	AGP PROPANE SERVICES - Purchas	\$314.64	
00023441	VZWRLLS MY VZ VB P - Purchase	\$21.41	
00022630	MCMURRY TRAINING CENTE - Purch	\$4,550.00	

Bills and Claims

City of Casper

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00022573	ALSCO SLCAS - Purchase	\$23.75	
00022730	ALSCO SLCAS - Purchase	\$296.40	
00022977	TOP OFFICE PRODUCTS-Purchase	\$66.00	
00022960	BAILEYS ACE HARDWARE - Purchas	\$28.28	
00022675	HOWARD SUPPLY COMPANY - Purcha	\$31.96	
00022639	PAPILIO TEXASCRAFT - Purchase	\$32.80	
00022934	ATLAS OFFICE PRODUCTS - Purcha	\$55.99	
00022568	Casper Star Tribune- Purchase	\$976.50	
00022505	USPS 57155804730311021 - Purch	\$136.00	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00022998	NORCO INC - Purchase	\$10.03	
00022498	FACEBK VP22K7EJH2 - Purchase	\$116.19	
00022775	ATLAS OFFICE PRODUCTS - Purcha	\$31.20	
00023402	CASPER STAR TRIBUNE - Purchase	\$185.16	
00023024	TOWNSQ MEDIA CASPER - Purchase	\$1,115.00	
00023022	BEARING BELTCHAIN00244 - Purch	\$26.99	
00023407	CASPER STAR TRIBUNE - Purchase	\$606.96	
		\$8,849.65	Subtotal for Dept. Streets
00023441	VZWRLSS MY VZ VB P - Purchase	\$21.41	
00023495	HOSE & RUBBER SUPPLY - Pur	\$61.98	
00023335	BAILEYS ACE HARDWARE - Purchas	\$32.46	
00023322	AMERICAN TRAFFIC SAFET - Purch	\$952.50	
00023501	HOSE & RUBBER SUPPLY -	\$265.76	
		\$1,334.11	Subtotal for Dept. Traffic
00023129	ENERGY LABORATORIES, I - Purch	\$198.00	
00023341	USPS 57155809430310940 - Purch	\$8.24	
00023226	NORCO INC - Purchase	\$120.36	
00023342	WW GRAINGER - Purchase	\$28.80	
00023125	HOSE & RUBBER SUPPLY - Pur	\$9.85	
00023168	NORCO INC - Purchase	\$71.70	
00023384	BLOEDORN LUMBER CASPER - Purch	\$3.98	
00023441	VZWRLSS MY VZ VB P - Purchase	\$42.80	
00023032	NORTHROP BOILER WORKS - Purcha	\$70.25	
00023165	HACH COMPANY - Purchase	\$2,830.00	
00023289	HD SUPPLY UTILITIES, L - Purch	\$2,100.00	
00023109	BAILEYS ACE HARDWARE - Purchas	\$19.98	
00022983	ENVIRONMENTAL EXPRESS - Purcha	\$143.89	
00022988	NORTHROP BOILER WORKS - Purcha	\$573.00	
00023343	EZGO PARTS&ACCESSORIES - P	\$62.51	
00022691	BAILEYS ACE HARDWARE - Purchas	\$35.99	
00022632	DEWITT WATER - Purchase	\$50.00	
00022627	CRUM ELECTRIC SUPPLY C - Purch	\$38.22	
00022979	WW GRAINGER - Purchase	\$1.66	
00022950	CASPER WINNELSON CO - Purchase	\$281.77	
00022663	KNIFE RIVER 5701 - Purchase	\$177.97	
00023087	ROSEMOUNT MEASURE - Purchase	\$3,354.34	
00022919	CPU VENTURE TECH NETWO - Purch	\$119.00	
00022821	HAJOCA KEENAN SUPP 25 - Purcha	\$284.56	
00022923	HD SUPPLY UTILITIES, L - Purch	\$426.00	
00023412	CASPER STAR TRIBUNE - Purchase	\$145.76	

Bills and Claims

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00022889	WW GRAINGER - Purchase	\$162.32	
00022631	CPU VENTURE TECH NETWO - Purch	\$119.00	
00022906	CRUM ELECTRIC SUPPLY C - Purch	\$630.00	
00022793	PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00022776	HOSE & RUBBER SUPPLY - Pur	\$3.78	
00022752	HOSE & RUBBER SUPPLY - Pur	\$395.94	
00022916	MUNICIPAL TREATMENT EQ - Purch	\$1,152.00	
00022876	OFFICE MAX - Purchase	\$15.48	
00022854	USA BLUE BOOK - Purchase	\$256.77	
00022610	BAILEYS ACE HARDWARE - Purchas	\$68.34	
00022802	ENERGY LABORATORIES, I - Purch	\$40.00	
00023331	CRUM ELECTRIC SUPPLY C - Purch	\$407.62	
00022661	WATERWORKS INDUSTRIES - Purcha	\$116.45	
00022603	NORTHWEST SCIENTIFIC I - Purch	\$139.07	
00023068	WW GRAINGER - Purchase	\$84.70	
00023071	SAMS CLUB #6425 - Purchase	\$76.38	
00023360	RESPOND FIRST AID OF W - Purch	\$36.06	
00023086	TELEDYNE ISCO - Purchase	\$126.50	
00023347	WATERWORKS INDUSTRIES - Purcha	\$157.00	
00023051	WW GRAINGER - Purchase	\$28.00	
		\$15,298.43	Subtotal for Dept. Waste Water
00023302	ENERGY LABORATORIES, I - Purch	\$660.00	
00023243	NORCO INC - Purchase	\$25.92	
00023253	AMBI MAIL AND MARKETIN - Purch	\$60.69	
00023154	ENERGY LABORATORIES, I - Purch	\$840.00	
00022577	ALSCO SLCAS - Purchase	\$673.50	
00023240	CASPER CONTRACTORS SUP - Purch	\$102.50	
00023155	ENERGY LABORATORIES, I - Purch	\$340.00	
00023216	SUTHERLANDS 2219 - Purchase	\$26.34	
00022948	SQ ATLANTIC ELECTRIC, - Purch	\$380.00	
00022940	SAMS CLUB #6425 - Purchase	\$64.44	
00023194	ATLAS OFFICE PRODUCTS - Purcha	\$118.93	
00023192	HOWARD SUPPLY COMPANY - Purcha	\$6.80	
00023179	WW GRAINGER - Purchase	\$525.75	
00023207	SUTHERLANDS 2219 - Purchase	\$10.37	
00023283	PACIFIC HIDE AND FUR # - Purch	\$141.43	
00022538	MPI WAREHOUSE CO INC - Purchas	\$63.78	
00023297	GEORGE T SANDERS 20 - Purchase	\$119.50	
00022688	ENERGY LABORATORIES, I - Purch	\$770.00	
00023288	NORCO INC - Purchase	\$519.43	
00022883	HOWARD SUPPLY COMPANY - Purcha	\$2.98	
00022860	HOWARD SUPPLY COMPANY - Purcha	\$315.00	
00023269	ENERGY LABORATORIES, I - Purch	\$340.00	
00023441	VZWLSS MY VZ VB P - Purchase	\$51.43	
00023009	GEORGE T SANDERS 20 - Purchase	\$47.04	
00022641	OVERHEAD DOOR COMPANY - Purcha	\$265.00	
00023052	SQ WYOMING UNDERGR - Purchase	\$154.50	
00022997	FINISH LINE SYSTEMS LL - Purch	\$5,618.92	
00023313	WW GRAINGER - Purchase	\$104.55	
00022924	AGP PROPANE SERVICES - Purchas	\$16.64	

Bills and Claims

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00022885 NOLAND FEED INC. - Purchase	\$3.25	
00022832 SUTHERLANDS 2219 - Purchase	\$4.29	
00022660 BEARING BELTCHAIN00244 - Purch	\$13.98	
00022870 WW GRAINGER - Purchase	\$42.50	
00023025 UNITED STATES WELDING - Purcha	\$19.57	
00023008 FINISH LINE SYSTEMS LL - Purch	\$3,218.83	
00022894 ENERGY LABORATORIES, I - Purch	\$340.00	
00023326 CASPER CONTRACTORS SUP - Purch	\$28.10	
00023307 PRO-KOTE ENGINEERING & - Purch	\$41.00	
00022946 ATLAS OFFICE PRODUCTS - Purcha	\$7.91	
00023078 SUTHERLANDS 2219 - Purchase	\$28.31	
00023066 HOWARD SUPPLY COMPANY - Purcha	\$49.64	
00022793 PBD ICMA PUBLICATIONS - Purcha	\$84.39	
00022904 BEARING BELTCHAIN00244 - Purch	\$41.91	
00022827 TOP OFFICE PRODUCTS - Purchase	\$87.50	
00022673 INBERG MILLER ENGINEER - Purch	\$1,890.00	
00023057 CASPER CONTRACTORS SUP - Purch	\$32.28	
	\$18,298.90	Subtotal for Dept. Water
00022669 ALSCO SLCAS - Purchase	\$103.20	
00023102 CPU VENTURE TECH NETWO - Purch	\$59.95	
00023017 COASTAL CHEMICAL CO LL - Purch	\$186.32	
00022930 WM SUPERCENTER #3778 - Purchas	\$111.94	
00022708 UNITED STATES WELDING - Purcha	\$2,595.66	
00023035 XEROX CORP - RBO - Purchase	\$194.31	
00022668 CPU VENTURE TECH NETWO - Purch	\$238.00	
00022655 IN INDUSTRIAL MAINTAI - Purch	\$390.00	
00022871 ENERGY LABORATORIES - Purchase	\$231.00	
00022706 CASPER STAR TRIBUNE - Purchase	\$32.72	
00022863 ENERGY LABORATORIES - Purchase	\$350.00	
00022892 ENERGY LABORATORIES - Purchase	\$231.00	
00022800 GREINER MOTOR COMPANY - Purcha	\$466.37	
00022784 CRUM ELECTRIC SUPPLY C - Purch	\$38.80	
00023190 USPS 57155809430310940 - Purch	\$16.24	
00023441 VZWRLSS MY VZ VB P - Purchase	\$21.41	
00022822 ENERGY LABORATORIES - Purchase	\$20.00	
00022848 DIAMOND VOGEL PAINT #7 - Purch	\$69.85	
00022677 EUROFINS EATON ANALYTI - Purch	\$100.00	
00022581 CPU VENTURE TECH NETWO - Purch	\$119.00	
00022616 FASTENAL COMPANY01 - Purchase	\$9.15	
	\$5,584.92	Subtotal for Dept. Water Treatment Plant
00023419 ATLAS OFFICE PRODUCTS - Purcha	\$6.40	
00023359 WW GRAINGER - Purchase	\$54.72	
00023397 ATLAS OFFICE PRODUCTS - Purcha	\$93.60	
00022807 WM SUPERCENTER #1617 - Purchas	\$29.97	
	\$184.69	Subtotal for Dept. Weed And Pest
	\$231,578.89	Subtotal for Vendor
PEARSON, STACEY		
0023644686 REFUND	\$11.02	
	\$11.02	Subtotal for Dept. Water

Bills and Claims

City of Casper

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\$11.02 Subtotal for Vendor

PETER NIPER

RIN0024871 TUITION REIMBURSEMENT

\$109.00

\$109.00 Subtotal for Dept. Water Treatment Plant

\$109.00 Subtotal for Vendor

PHIPPS CONSTRUCTION

RIN0024900 CASPER YOUTH BASEBALL

\$11,480.00

\$11,480.00 Subtotal for Dept. Parks

\$11,480.00 Subtotal for Vendor

PORTER, MUIRHEAD, CORNIA & HOWARD

208387 PROFESSIONAL AUDIT SVS

\$25,887.00

\$25,887.00 Subtotal for Dept. Finance

\$25,887.00 Subtotal for Vendor

QQUEST SOFTWARE SYSTEMS

RIN0024847 FINAL CONTRACT PAYMENT PLUS

\$9,258.93

\$9,258.93 Subtotal for Dept. Capital Projects

\$9,258.93 Subtotal for Vendor

RANDY BJORKLUND

RIN0024914 REFUND

\$736.15

\$736.15 Subtotal for Dept. Health Insurance

\$736.15 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0024875 COURT APPOINTED ATTY

\$715.70

\$715.70 Subtotal for Dept. Municipal Court

\$715.70 Subtotal for Vendor

ROBERT PETERSON

RIN0024876 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Waste Water

\$75.00 Subtotal for Vendor

ROBERTS, TRAVIS

0023592157 REFUND

\$51.83

\$51.83 Subtotal for Dept. Water

\$51.83 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016801231508 ELECTRICITY

\$203.78

\$203.78 Subtotal for Dept. Buildings And Grounds

AP00015301231508 ELECTRICITY

\$15,235.08

\$15,235.08 Subtotal for Dept. Casper Events Center

AP00015601231508 ELECTRICITY

\$588.80

\$588.80 Subtotal for Dept. Fort Caspar

AP00015801231508 ELECTRICITY

\$13,005.32

\$13,005.32 Subtotal for Dept. Hogadon

AP00016101231508 ELECTRICITY

\$6,010.71

\$6,010.71 Subtotal for Dept. Parks

Bills and Claims

City of Casper

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AP00017101231508 ELECTRICITY

\$178.05

\$178.05 Subtotal for Dept. Planning

AP00017001231508 ELECTRICITY

\$103.08

RIN0024877 ELECTRICITY

\$297.62

\$400.70 Subtotal for Dept. Traffic

AP00016501231508 ELECTRICITY

\$18,633.39

\$18,633.39 Subtotal for Dept. Water

\$54,255.83 Subtotal for Vendor

ROY SHEEHAN

RIN0024912 TRAVEL REIMBURSEMENT

\$15.18

\$15.18 Subtotal for Dept. Municipal Court

\$15.18 Subtotal for Vendor

SAM PARSON'S UPHOLSTERY

673195 REUPHOLSTERY

\$105.00

\$105.00 Subtotal for Dept. Garage

\$105.00 Subtotal for Vendor

SCOTT BAXTER

RIN0024886 DUES 2015 WES SB

\$90.00

\$90.00 Subtotal for Dept. Engineering

\$90.00 Subtotal for Vendor

SERPENTIX CONVEYOR CORP.

15243 CONVEYOR REPAIR PARTS DW BLDG

\$2,027.50

\$2,027.50 Subtotal for Dept. Waste Water

\$2,027.50 Subtotal for Vendor

SHEET METAL SPECIALTIES, INC.

23649 16 GA STAINLESS STEEL PER #

\$297.33

\$297.33 Subtotal for Dept. Casper Events Center

\$297.33 Subtotal for Vendor

SMARSH, INC

INV00052527 EMAIL ARCHIVE DEC 2014

\$18.20

\$18.20 Subtotal for Dept. Aquatics

INV00052527 EMAIL ARCHIVE DEC 2014

\$160.19

\$160.19 Subtotal for Dept. Balefill

INV00052527 EMAIL ARCHIVE DEC 2014

\$40.05

\$40.05 Subtotal for Dept. Buildings And Grounds

INV00052527 EMAIL ARCHIVE DEC 2014

\$76.46

\$76.46 Subtotal for Dept. Casper Events Center

INV00052527 EMAIL ARCHIVE DEC 2014

\$14.56

\$14.56 Subtotal for Dept. Cemetery

INV00052527 EMAIL ARCHIVE DEC 2014

\$25.49

\$25.49 Subtotal for Dept. City Attorney

INV00052527 EMAIL ARCHIVE DEC 2014

\$21.85

\$21.85 Subtotal for Dept. City Manager

INV00052527 EMAIL ARCHIVE DEC 2014

\$47.33

\$47.33 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

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INV00052527 EMAIL ARCHIVE DEC 2014	\$18.20	
	\$18.20	Subtotal for Dept. Communications Center
INV00052527 EMAIL ARCHIVE DEC 2014	\$32.77	
	\$32.77	Subtotal for Dept. Council
INV00052527 EMAIL ARCHIVE DEC 2014	\$40.05	
	\$40.05	Subtotal for Dept. Engineering
INV00052527 EMAIL ARCHIVE DEC 2014	\$105.57	
	\$105.57	Subtotal for Dept. Finance
INV00052527 EMAIL ARCHIVE DEC 2014	\$291.26	
	\$291.26	Subtotal for Dept. Fire
INV00052527 EMAIL ARCHIVE DEC 2014	\$21.84	
	\$21.84	Subtotal for Dept. Fort Caspar
INV00052527 EMAIL ARCHIVE DEC 2014	\$43.69	
	\$43.69	Subtotal for Dept. Garage
INV00052527 EMAIL ARCHIVE DEC 2014	\$14.56	
	\$14.56	Subtotal for Dept. Golf Course
INV00052527 EMAIL ARCHIVE DEC 2014	\$18.20	
	\$18.20	Subtotal for Dept. Hogadon
INV00052527 EMAIL ARCHIVE DEC 2014	\$29.13	
	\$29.13	Subtotal for Dept. Human Resources
INV00052527 EMAIL ARCHIVE DEC 2014	\$14.56	
	\$14.56	Subtotal for Dept. Ice Arena
INV00052527 EMAIL ARCHIVE DEC 2014	\$61.89	
	\$61.89	Subtotal for Dept. Information Services
INV00052527 EMAIL ARCHIVE DEC 2014	\$32.77	
	\$32.77	Subtotal for Dept. Metro Animal
INV00052527 EMAIL ARCHIVE DEC 2014	\$36.41	
	\$36.41	Subtotal for Dept. Municipal Court
INV00052527 EMAIL ARCHIVE DEC 2014	\$58.25	
	\$58.25	Subtotal for Dept. Parks
INV00052527 EMAIL ARCHIVE DEC 2014	\$29.13	
	\$29.13	Subtotal for Dept. Planning
INV00052527 EMAIL ARCHIVE DEC 2014	\$458.74	
	\$458.74	Subtotal for Dept. Police
INV00052527 EMAIL ARCHIVE DEC 2014	\$40.05	
	\$40.05	Subtotal for Dept. Recreation
INV00052527 EMAIL ARCHIVE DEC 2014	\$32.77	
	\$32.77	Subtotal for Dept. Streets
INV00052527 EMAIL ARCHIVE DEC 2014	\$18.20	
	\$18.20	Subtotal for Dept. Traffic
INV00052527 EMAIL ARCHIVE DEC 2014	\$80.10	
	\$80.10	Subtotal for Dept. Waste Water
INV00052527 EMAIL ARCHIVE DEC 2014	\$72.82	
INV00052527 EMAIL ARCHIVE DEC 2014	\$7.28	
	\$80.10	Subtotal for Dept. Water
INV00052527 EMAIL ARCHIVE DEC 2014	\$29.13	

Bills and Claims

City of Casper

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\$29.13 Subtotal for Dept. Water Treatment Plant
\$1,991.50 Subtotal for Vendor

SNOW MACHINES, INC

57986 EXTENSION CORDS

\$2,183.16
\$2,183.16 Subtotal for Dept. Capital Projects
\$2,183.16 Subtotal for Vendor

SOURCE GAS DIST. LLC

207408039239 NATURAL GAS

201091790964 NATURAL GAS

207408039243 NATURAL GAS

201269698364 NATURAL GAS

201180736432 NATURAL GAS

207408039189 NATURAL GAS

201625606633 NATURAL GAS

201003070947 NATURAL GAS

207408039194 NATURAL GAS

201003067586 NATURAL GAS

201714584989 NATURAL GAS

207408039248 NATURAL GAS

201358663929 NATURAL GAS

201447641597 NATURAL GAS

201358661111 NATURAL GAS

201091790965 NATURAL GAS

201091796214 NATURAL GAS

201536631118 NATURAL GAS

201003067613 NATURAL GAS

201803561916 NATURAL GAS

207408039242 NATURAL GAS

207408039241 NATURAL GAS

207408039218 NATURAL GAS

\$231.73
\$8,793.09
\$9,024.82 Subtotal for Dept. Aquatics
\$4,600.36
\$4,600.36 Subtotal for Dept. Balefill
\$460.40
\$460.40 Subtotal for Dept. Buildings And Grounds
\$9,490.92
\$9,490.92 Subtotal for Dept. Casper Events Center
\$407.81
\$407.81 Subtotal for Dept. Cemetery
\$262.89
\$287.12
\$1,933.13
\$1,778.03
\$4,261.17 Subtotal for Dept. City Hall
\$672.50
\$3,048.96
\$3,721.46 Subtotal for Dept. Fire
\$749.14
\$749.14 Subtotal for Dept. Fort Caspar
\$5,122.40
\$5,122.40 Subtotal for Dept. Garage
\$485.59
\$485.59 Subtotal for Dept. Golf Course
\$1,827.84
\$1,827.84 Subtotal for Dept. Ice Arena
\$2,034.63
\$2,034.63 Subtotal for Dept. Metro Animal
\$567.46
\$567.46 Subtotal for Dept. Planning
\$1,733.89
\$1,733.89 Subtotal for Dept. Recreation
\$18.31
\$18.31 Subtotal for Dept. Sewer
\$11,637.12
\$11,637.12 Subtotal for Dept. Waste Water
\$384.55
\$1,692.50

Bills and Claims

City of Casper

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201536618722 NATURAL GAS

\$2,077.05 Subtotal for Dept. Water
\$9,991.79
\$9,991.79 Subtotal for Dept. Water Treatment Plant
\$68,212.16 Subtotal for Vendor

SPIVA, BRIAN

0023644682 REFUND

\$72.92
\$72.92 Subtotal for Dept. Water
\$72.92 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

865328 NORTH PLATTE RIVER RESTORATION

\$50,933.89
\$50,933.89 Subtotal for Dept. Streets
\$50,933.89 Subtotal for Vendor

STAR LINE FEEDS

231420 PET FOOD

\$530.00
\$530.00 Subtotal for Dept. Metro Animal
\$530.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF AGRICULTURE

RIN0024857 LICENSE FOR SCALES

\$25.00
\$25.00 Subtotal for Dept. Balefill
\$25.00 Subtotal for Vendor

STELLAR PROGRAMMING & CONSULTING

1973 ROUTE TRACKING SOFTWARE

\$6,050.00
\$6,050.00 Subtotal for Dept. Refuse Collection
\$6,050.00 Subtotal for Vendor

STEWART, TYLER

0023644684 REFUND

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

SWEET TREATS

363681 OYD FALL FESTIVAL '14 COOKIES

\$45.00
\$45.00 Subtotal for Dept. Planning
\$45.00 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

412100551 OPERATING SUPPLIES-CATERING
412120168 OPERATING SUPPLIES-CATERING
412100551 CONCESSION SUPPLIES

\$1,416.46
\$224.56
\$1,131.84
\$2,772.86 Subtotal for Dept. Casper Events Center
\$2,772.86 Subtotal for Vendor

TIM DACH

H55169/24 BOOT REIMBURSEMENT

\$64.99
\$64.99 Subtotal for Dept. Buildings And Grounds
\$64.99 Subtotal for Vendor

TINA GOLLNICK

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

RIN0024850 CLOTHING REIMBURSEMENT

\$140.39
\$140.39 Subtotal for Dept. Parks
\$140.39 Subtotal for Vendor

TWEED'S WHOLESALE

313251 CLEANER

\$46.46
\$46.46 Subtotal for Dept. Recreation
\$46.46 Subtotal for Vendor

UNIVERSITY OF WY.- WY TECH TRANSFER CTR

767002 TRAVEL/TRAINING

\$135.00
\$135.00 Subtotal for Dept. Engineering

767002 TRAVEL/TRAINING

\$45.00
\$45.00 Subtotal for Dept. Streets
\$180.00 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

2239748 HEALTH FITNESS ASSESSMENT

\$660.00

2239877 HEALTH FITNESS ASSESSMENT

\$2,680.00

\$3,340.00 Subtotal for Dept. Fire

2239745 DRUG SCREENING

\$1,038.00

2239747 DRUG SCREENING

\$130.00

2239751 DRUG SCREENING

\$31.00

\$1,199.00 Subtotal for Dept. Property & Liability Insurance

2239752 DRUG SCREENING

\$58.00

\$58.00 Subtotal for Dept. Water

\$4,597.00 Subtotal for Vendor

UV DOCTOR LAMPS LLC

8551 UV LAMPS

\$29,488.00

\$29,488.00 Subtotal for Dept. Waste Water

\$29,488.00 Subtotal for Vendor

VELOCITY CONSTRUCTORS INC

RIN0024881 RETAINAGE 13-66

(\$2,890.00)

RIN0024881 WWTP CENTRIFUGE INSTALLATION 1

\$28,900.00

\$26,010.00 Subtotal for Dept. Waste Water

\$26,010.00 Subtotal for Vendor

VENTURE TECHNOLOGIES

SIN009153 CISCO PHONES

\$498.18

\$498.18 Subtotal for Dept. Fire

SIN009318 SUPPORT AGREE ON CALL RECORD

\$1,249.82

\$1,249.82 Subtotal for Dept. Police

\$1,748.00 Subtotal for Vendor

VERIZON WIRELESS

9738076738 CELL PHONE SERVICE

\$88.82

\$88.82 Subtotal for Dept. Communications Center

9738076739 CELL PHONE SERVICE

\$3,627.18

9738076738 CELL PHONE SERVICE

\$146.28

\$3,773.46 Subtotal for Dept. Police

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

\$3,862.28 Subtotal for Vendor

VISION SVC. PLAN

RIN0024868 RETIREE VISION BENEF. JAN 2015
RIN0024869 EMPLOYEE COBRA JAN 2015

\$1,311.28
\$26.26

\$1,337.54 Subtotal for Dept. Health Insurance
\$1,337.54 Subtotal for Vendor

VISITS LLC

1713 CAR WASH

1709 CAR WASH

\$40.00

\$40.00 Subtotal for Dept. Code Enforcement

\$123.07

\$123.07 Subtotal for Dept. Police

\$163.07 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0024823 WATER USAGE

\$15.92

\$15.92 Subtotal for Dept. Water Treatment Plant

\$15.92 Subtotal for Vendor

WESTERN MEDICAL ASSOC., LLC

RIN0024874 HEALTH FITNESS ASSESSMENT

\$30,415.00

\$30,415.00 Subtotal for Dept. Fire

\$30,415.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

140090012 RAW WATER IRRIGATION SYSTEM

\$7,701.70

\$7,701.70 Subtotal for Dept. Parks

130130023 MIDWEST AVE RECONSTRUCTION PRO

\$693.00

\$693.00 Subtotal for Dept. Streets

\$8,394.70 Subtotal for Vendor

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

56641 LEGAL COUNSEL ASSOCIATED WITH

\$780.00

\$780.00 Subtotal for Dept. Balefill

\$780.00 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2015-10117 OYD PEDESTRAIN BRIDGE, PATHWAY

\$5,490.51

\$5,490.51 Subtotal for Dept. Parks

2015-10020 FIRST ST ROADWAY IMPROVEMENTS

\$2,195.00

\$2,195.00 Subtotal for Dept. Streets

\$7,685.51 Subtotal for Vendor

WORLDWASH

9469 KITCHEN EXHAUST SYSTEM CLEANIN

\$1,385.00

\$1,385.00 Subtotal for Dept. Casper Events Center

\$1,385.00 Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

14128 WARM REGS. RM & CP

\$485.00

\$485.00 Subtotal for Dept. Council

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

\$485.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000072124 CY AVE & POPLAR ST INTERSECTIO

\$10,865.47

\$10,865.47 Subtotal for Dept. Sewer

0000071891 COOPERATIVE AGREEMENT

\$1,028.78

\$1,028.78 Subtotal for Dept. Streets

0000072124 CY AVE & POPLAR ST INTERSECTIO

\$13,828.79

\$13,828.79 Subtotal for Dept. Water

\$25,723.04 Subtotal for Vendor

WY. MACHINERY CO.

E0440401 LANDFILL COMPACTOR PURCHASE

\$157,236.92

\$157,236.92 Subtotal for Dept. Balefill

\$157,236.92 Subtotal for Vendor

WY. WATER DEVELOPMENT COMMISSION

2015CASPER02 PUMP PURCHASE

\$9,750.00

\$9,750.00 Subtotal for Dept. Water

\$9,750.00 Subtotal for Vendor

WY. WATER QUALITY & POLLUTION CONTROL ASSOC.

2011-1618 MEMBERSHIP RENEWAL

\$60.00

\$60.00 Subtotal for Dept. Sewer

2011-1601 WWQ&PCA MEMBERSHIP

\$30.00

2011-1601 WWQ&PCA MEMBERSHIP TLONG

\$30.00

2011-1601 WWQ&PCA MEMBERSHIP

\$30.00

2011-1601 WWQ&PCA MEMBERSHIP JSTEVENS

\$30.00

2011-1601 WWQ&PCA MEMBERSHIP ABHUTTO

\$30.00

2011-1601 WWQ&PCA MEMBERSHIP

\$30.00

2011-1601 WWQ&PCA MEMBERSHIP

\$30.00

2011-1601 WWQ&PCA MEMBERSHIP

\$30.00

\$240.00 Subtotal for Dept. Waste Water

2011-1618 MEMBERSHIP RENEWAL

\$30.00

\$30.00 Subtotal for Dept. Water

\$330.00 Subtotal for Vendor

WYOMING'S FOX TV

27158 SEASON PASS ADS

\$500.00

\$500.00 Subtotal for Dept. Hogadon

\$500.00 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

DEC2014 EXPENSES

\$5,009.17

\$5,009.17 Subtotal for Dept. Social Community Services

\$5,009.17 Subtotal for Vendor

Bills and Claims

City of Casper

21-Jan-15 to 03-Feb-15

Grand Total

\$1,554,036.01

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 02/03/15

Payroll Disbursements

1/29/15	CITY PAYROLL	\$	1,137,887.21
1/29/15	BENEFITS & DEDUCTIONS	\$	193,325.27

Total Payroll \$ 1,331,212.48

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

January 28, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager

SUBJECT: Establish Public Hearing for Restaurant Liquor License #30

Recommendation:

That Council, by minute action, establish February 17, 2015, as the Public Hearing date for the consideration of the issuance of a Restaurant Liquor License #30, for Energy Catering d.b.a Flat Iron Catering located at 3400 E 2nd Street.

Summary:

An application has been received for a Restaurant Liquor License #30, for Energy Catering d.b.a Flat Iron Catering located at 3400 E 2nd Street.

As required by Municipal Code, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute it is being advertised on the City's website (www.casperwy.gov).

ORDINANCE NO. 1-15

AN ORDINANCE AMENDING SECTION 17.94.130 (DESIGN STANDARDS FOR ROOF SIGNS) OF CHAPTER 17.94 OF THE CASPER MUNICIPAL CODE, PERTAINING TO THE OLD YELLOWSTONE DISTRICT AND SOUTH POPLAR STREET CORRIDOR FORM-BASED CODE.

WHEREAS, in June of 2008, the City Council adopted the Form Based Code for the area referred to as the Old Yellowstone District and South Poplar Street Corridor; and,

WHEREAS, the City has identified several areas of the Form Based Code that need clarification; and,

WHEREAS, the Planning and Zoning Commission, the Old Yellowstone District Advisory Committee, and the Architectural Review Committee have recommended approval of the following amendment to the Form Based Code; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Section 17.94.130 of the Casper Municipal Code pertaining to the design standards for roof signs.

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

SECTION 1:

That Section 17.94.130 of the Casper Municipal Code pertaining to the design standards for roof signs is hereby amended to replace the text to read as follows:

Roof Signs

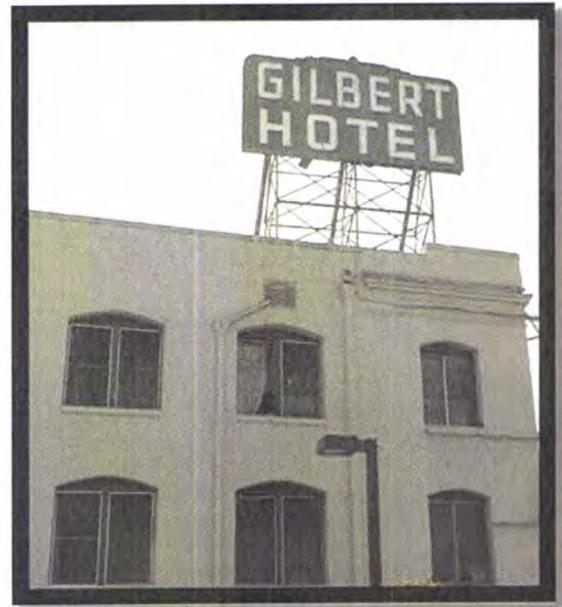
A sign located on the roof that by its construction materials, age, prominent location, unique design or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to the building's history may be permitted in the Old Yellowstone District and South Poplar Street Corridor. Roof Signs may be permitted by the Architectural Review Committee if demonstrated that the following requirements are met:

- a. The maximum number of roof signs is one (1) per primary structure.

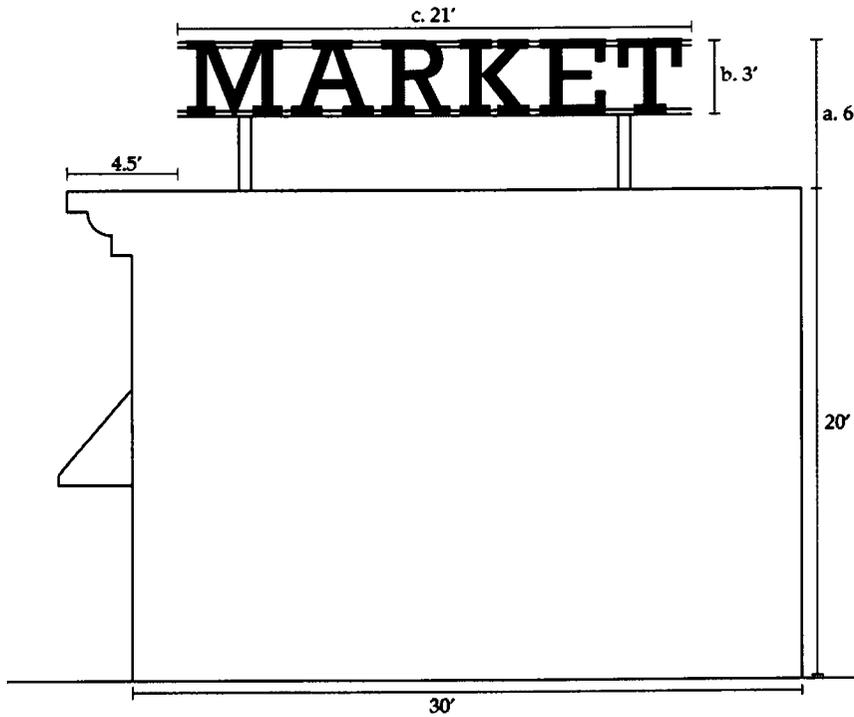


Roof Signs shall be iconic and culturally significant to the nature of the District.

- b. Roof signs shall only apply to buildings with at least an average of twenty (20) feet of vertical height from grade to parapet or roofline.
- c. Roof signs are allowed one (1) historic feature, such as a logo or brand mark, not to exceed 32 square feet in area.
- d. Roof signs are only allowable on flat roofs.
- e. Roof signs shall not extend beyond the fascia, parapet, or roofline of the subject building.
- f. Roof signs shall only be one (1) sided.
- g. Roof signs should be an architectural feature of the historic building and not the primary form of advertising.
- h. Cabinet signs and electronic message centers are not permitted.
- i. Lighting shall be consistent with the vintage character of the sign. Roof signs may consist of internally illuminated individual letters; however, the sign copy should be the only portion of the face that is illuminated. Lighting may be exposed neon on a decorative background or from an external source that is consistent with the architectural style of the building. Flashing lights are discouraged.
- j. Lighting shall be downward facing to prevent light trespass and pollution.
- k. The maximum total roof signage shall not exceed the following ratios:



ROOF SIGN STANDARDS	MAX
a. Supporting structure	30% of vertical height of building
b. Lettering height	15% of vertical height of building
c. Sign length	70% of ridge length
d. Feature	32 square feet
e. Total sign square footage - single-tenant	1 square foot per linear foot of building facade length
f. Total sign square footage - multi-tenant	3 square feet per linear foot of building facade length



Not to Scale

The overall sign square footage in this diagram does not apply to a single-tenant structure due to its total square footage (e.)

SECTION 2:

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

PASSED ON 1st reading the 20th day of January, 2015,

PASSED ON 2nd reading the _____ day of _____, 2015,

PASSED, APPROVED, and ADOPTED on 3rd and final reading the _____ day of _____, 2015.

APPROVED AS TO FORM:

Walter French

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

V. H. McDonald
City Clerk

CHARLIE POWELL
Mayor

January 20, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Daktronics, Inc.
Casper Events Center Scoreboard & Electronic Display Upgrades, Project No. 14-59

Recommendation:

That Council, by resolution, authorize an agreement with Daktronics, Inc., for construction of the Casper Events Center Scoreboard & Electronics Display Upgrades, Project No. 14-59, for the base bid amount of \$993,149. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$6,851, for a total project amount of \$1,000,000.

Summary:

On December 23, 2014, one (1) bid was received for construction of the Casper Events Center Scoreboard & Electronic Display Upgrades Project. The bid for the work follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Daktronics	Brookings, South Dakota	\$993,149

The Engineering Office estimate for the project was \$991,000

The Casper Events Center currently hosts state-wide, regional, and national competitions and events, including the College National Final Rodeo and the National Junior College Athletic Association Division I Volleyball Championship Tournament. The scoreboards and other electronic display devices haven't received a major upgrade since the original installation, and the parts for repair of the systems are no longer being made. Some added displays will also enhance the visitor experience, as is now the standard in the industry.

Plans for this project include replacement of each end-wall scoreboard, basketball shot clocks and football play clocks, and the addition of ribbon (banner) displays on three sides, locker room clocks, and two outdoor marquee signs to advertise upcoming events. Construction of the improvements is to be completed by June 13, 2015.

Funding for the project will be from County-wide Consensus Grant funds.

A resolution is prepared for Council's consideration.

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

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Daktronics, Inc., 201 Daktronics Drive, Brookings, SD 57006, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make upgrades to various scoreboards and electronic displays at the Casper Events Center; and,

WHEREAS, Daktronics, Inc., is able and willing to provide those services specified as the Casper Events Center Scoreboard and Electronic Display Upgrades, Project 14-59.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Casper Events Center Scoreboard and Electronic Display Upgrades, Project 14-59.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, 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 May 30, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 13, 2015.
- 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 One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) 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 Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine Dollars (\$993,149.00), 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 Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work

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

- 5.2 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 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

8.17 Drawings (Pages 1-20)

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:

(Casper Events Center Scoreboard and Electronic Display Upgrades, Project 14-59)

_____ 

DATED this _____ day of _____, 2015.

ATTEST:

CONTRACTOR:

Daktronics, Inc.
201 Daktronics Drive
Brookings, SD 57006

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Title: City Clerk

Title: Mayor

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: \$ 993,149

TOTAL BASE BID, IN WORDS: Nine Hundred Ninety Three Thousand, One Hundred Forty Nine 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.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Daktronics, Inc.
201 Daktronics Drive
Brookings, SD 57006

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 December 19, 2014.

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

IF BIDDER IS:

AN INDIVIDUAL

By: N/A (seal)
(Individual's Name)

doing business as: N/A

Business Address: N/A

Phone Number: N/A

A PARTNERSHIP

By: N/A (seal)
(Firm's Name)

N/A
(General Partner)

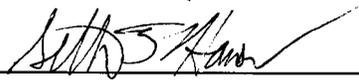
Business Address: N/A

Phone Number: N/A

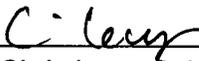
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Daktronics, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

State of South Dakota
(State of Incorporation or Organization)

By:  (seal)
Seth Hansen, Vice President
(Title)

(Seal)

Attest: 
Chris Lecy, Sales Coordinator

Business Address: 201 Daktronics Drive
Brookings, SD 57006

Phone Number: Corporate: (605) 692-0200 or
Best Contact for this Bid (509) 290-3382

A JOINT VENTURE

By: N/A (seal)
(Name)

(Address)

By: N/A (seal)
(Name)

(Address)

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

BID SCHEDULE
CASPER EVENTS CENTER SCOREBOARD AND ELECTRONIC DISPLAY UPGRADES
 Project No. 14-59

Bid Date: November 26, 2014

COMPANY NAME: Daktronics, Inc.

ADDRESS: 201 Daktronics Drive
Brookings, SD 57006

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

LS = Lump Sum
 SY = Square Yard

R&R = Remove and Replace
 FA = Force Account

LF = Linear Feet
 CY = Cubic Yard

F&I = Furnish and Install
 EA = Each

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Remove & Dispose of Existing Scoreboards/Displays/Clocks	LS	1	\$20,734	\$20,734
2	F&I Main Endwall Scoreboard Display Package	LS	1	\$263,219	\$263,219
3	F&I Auxiliary Endwall Scoreboard Display Package (Option #1)	LS	1	\$52,941	\$52,941
4	F&I Side Wall Ribbon Display	EA	2	\$245,877	\$450,276
5	F&I Auxiliary Endwall Ribbon Display	EA	1	\$66,960	\$66,960
6	F&I Three-Sided Shot Clocks & Backboard Light Strips	EA	2	\$11,942	\$23,884
7	F&I Locker Room Clocks	LS	XX 1 X	\$42,113	\$42,113
8	F&I Play Clocks (DOG Clocks)	EA	2	\$3,122	\$6,244
9	F&I Outdoor Marquee Message Display #1	LS	1	\$47,249	\$47,249
10	F&I Outdoor Marquee Message Display #2	LS	1	\$19,529	\$19,529
TOTAL BASE BID (Addition of Items 1-10)					\$ 993,149

Total Base Bid (In words): Nine Hundred Ninety Three Thousand, One Hundred Forty Nine

Dollars (\$ 993,149)

Optional Add: Change 14' Fixed Digit Display to LED Matrix Display (DVN-10MN)

Pixel Pitch: 10mm

Matrix Size: 192 x 416

Approximate Active Area: 6.24' High x 13.52' Wide

LEDs Illuminate Red, Green, and Blue

Add to Base Price: \$ 24,750



DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

City of Casper
200 North David Street
Casper, Wyoming 82601

December 23, 2014

Re: Casper Events Center Scoreboard and Electronic Display Upgrades
Project No. 14-59

This letter is to confirm that Daktronics reviewed Addendum No. 2, and that Addendum No. 2 was fully accounted for in our bid proposal pricing that was submitted to the City of Casper.

If you have any questions on our bid submission, please feel free to contact the following:

A handwritten signature in black ink that reads "Gregory L. Schmidt".

Greg Schmidt
Project Development Sales
(509) 290-3382
Greg.Schmidt@Daktronics.com

or

A handwritten signature in black ink that reads "Scott Louwagie".

Scott Louwagie
Project Manager
(605) 651-2813
Scott.Louwagie@Daktronics.com

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

CASPER EVENTS CENTER SCOREBOARD & ELECTRONIC DISPLAY UPGRADES
PROJECT 14-59

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: December 9, 2014

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

APPROVED: (CITY OF CASPER)

Scott R. Baxter
Scott R. Baxter, P.E.

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

Daktronics, Inc.
Firm

Chris Lecy Chris Lecy
By: Signature

Sales Coordinator
Title

December 10, 2014
Date Received

Addendum 1, Page 1 of 3

ADDENDUM NO. 2

for the construction of

**CASPER EVENTS CENTER SCOREBOARD & ELECTRONIC DISPLAY UPGRADES
PROJECT 14-59**

for the City of Casper, Wyoming

ADDENDUM DATE: December 9, 2014

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

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

SECTION II – BID DOCUMENTS

Bid Schedule

Replace original with new Bid Schedule attached, with bid date December 23, 2014

SECTION III – TECHNICAL SPECIFICATIONS

Special Provisions (Section 01650)

Replace the entire bid item description (paragraph) for Bid Item #7 with the following paragraph:

Measurement shall be as a lump sum to furnish and install five (5) new locker room clocks at specified locations. Payment shall include all tools, labor, equipment, delivery and incidentals necessary to hang and secure the equipment structurally; upgrade and connect all electrical power equipment as necessary; start-up and test the equipment; install final trimming; and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the engineer. Payment for this item shall be by the contract unit price as a lump sum (LS).

Special Provisions (Section 01810)

Replace Page 4 and all subsequent pages with the new Page 4 and all subsequent pages attached.

APPENDIX – DRAWINGS

Casper Events Center - Electrical

Add these drawings (37 pages) to the end of the Project Manual. These drawings are probably

Addendum 1, Page 2 of 3

most easily printed on 11"x17" paper, but the scales of the drawings may need to be adjusted accordingly by some additional factor. These drawings do not necessarily reflect the exact condition of all electrical equipment or facilities currently active in the CEC, but do offer a fair representation of the overall facility and the dimensions. Contractor will need to verify recent modifications to the facility on site.

Casper Events Center Diagram & Marquee Sites

Add these drawings (2 pages) to the end of the Project Manual. These drawings are probably most easily printed on 8-1/2"x11" paper. Defined scales are not included, but a 28-foot representation is included on the "diagram" and the "marquee site" drawing can be scaled roughly using Google Maps or Google Earth online if needed. Contractor may assume that the appropriate electrical power is available within 100 feet of the marquee sign sites.

BID TABULATION - CORRECTED
CASPER EVENTS CENTER SCOREBOARD & ELECTRONIC DISPLAY UPGRADES, PROJECT NO. 14-59
 Bid Date: December 23, 2014

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Daktronics, Inc.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Remove & Dispose of Existing Scoreboards/Displays/Clocks	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,734.00	\$ 20,734.00
2	F&I Main Endwall Scoreboard Display Package	LS	1	\$ 260,000.00	\$ 260,000.00	\$ 263,219.00	\$ 263,219.00
3	F&I Auxiliary Endwall Scoreboard Display Package (Option #1)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 52,941.00	\$ 52,941.00
4	F&I Side Wall Ribbon Display	EA	2	\$ 240,000.00	\$ 480,000.00	\$ 225,138.00	\$ 450,276.00
5	F&I Auxiliary Endwall Ribbon Display	EA	1	\$ 60,000.00	\$ 60,000.00	\$ 66,960.00	\$ 66,960.00
6	F&I Three-Sided Shot Clocks & Backboard Light Strips	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 11,942.00	\$ 23,884.00
7	F&I Locker Room Clocks	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 42,113.00	\$ 42,113.00
8	F&I Play Clocks (Delay Of Game Clocks)	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 3,122.00	\$ 6,244.00
9	F&I Outdoor Marquee Message Display #1	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 47,249.00	\$ 47,249.00
10	F&I Outdoor Marquee Message Display #2	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 19,529.00	\$ 19,529.00
TOTAL BASE BID					\$ 991,000.00		\$ 993,149.00

RESOLUTION NO. 15-23

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAKTRONICS, INC., FOR THE CASPER EVENTS CENTER SCOREBOARD & ELECTRONIC DISPLAY UPGRADES, PROJECT 14-59.

WHEREAS, the City of Casper desires to make replacements and improvements to the scoreboards and electronic displays at the Casper Events Center; and,

WHEREAS, Daktronics, Inc., is able and willing to provide those services specified as the Casper Events Center Scoreboard & Electronic Display Upgrades, Project 14-59; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), 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 Daktronics, Inc., for those services, in the amount of Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine and 00/100 Dollars (\$993,149.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine Dollars (\$993,149.00), and Six Thousand Eight Hundred Fifty-One Dollars (\$6,851.00) for a construction contingency account, for a total price of One Million Dollars (\$1,000,000.00).

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 Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:

(Casper Events Center Scoreboard & Electronic Display Upgrades, Project 14-59)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

January 13, 2015

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
Joy Clark, Community Development Technician
SUBJECT: Release of Mortgage Deed of James E. Jones, Jr.

Recommendation:

That Council, by resolution, authorize the release of the following mortgage deed:

Lot 5, Block 203, City of Casper, Natrona County, Wyoming

Summary:

The above homeowner received a rehabilitation loan through the City's Housing and Community Development Block Grant Housing Rehabilitation Program. The loan was secured by a mortgage deed and recorded in the Office of the County Clerk, Natrona County, Wyoming. The terms and conditions of the loan have been completed and the mortgage deed needs to be released.

To remove the mortgage against the property title, it is necessary that the City officially release the mortgage deed in the amount of \$45,000.00.

A resolution has been prepared for Council's consideration.

Release of Real Estate Mortgage

The City of Casper, Wyoming, of the County of Natrona, and State of Wyoming, whose principal office is located at 200 North David, Casper, Wyoming, hereby certifies that a "Mortgage Deed with Release of Homestead" (the "Mortgage") bearing the date of the 14th day of March, A.D. 1985, made and executed by James E. Jones, Jr., as mortgagor, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the payment of \$45,000.00 (Forty Five Thousand Dollars) as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Natrona County, State of Wyoming, on the 4th day of November, 1985, as Instrument No. 397546, which Mortgage was subordinated to a mortgage held by Norwest Bank of Wyoming, N.A. by a Subordination Agreement, dated August 6, 1996, recorded on said date as Instrument No. 583371 in the real estate records of Natrona County, Wyoming, mortgaging the following described real estate in said County, to wit:

Lot 5, Block 203, City of Casper, Natrona County, Wyoming

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released and discharged.

WITNESS MY hand this ____ day of _____, 20_____.

Signed, Sealed and Delivered in the presence of:

V. H. McDonald
City Clerk

Charlie Powell
Mayor

STATE OF WYOMING)
)
COUNTY OF NATRONA)

This instrument was acknowledged before me on this ____ day of _____, 2015 by Charlie Powell as Mayor of the City of Casper.

Notary Public

My Commission Expires:

RESOLUTION NO. 15-13

RESOLUTION AUTHORIZING THE
RELEASE OF A MORTGAGE DEED.

WHEREAS, James E. Jones, Jr., in 1985, took a loan under the Housing Rehabilitation Loan Program through the City of Casper for the total principal sum of \$45,000; and,

WHEREAS, said loan was secured by a, a mortgage deed, dated March 14, 1985, which granted the City a lien for said debt against Lot 5, Block 203 of the City of Casper, Natrona County, Wyoming; and,

WHEREAS, the loan has been paid in full, and above said Mortgage Deed should now be discharged and released.

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 "Release of Real Estate Mortgage" for the release of the above described Mortgage Deed.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

February 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Jason Knopp, P.E., City Engineer
Andrew Colling, Engineering Technician

SUBJECT: Agreement with CPS Distributors, Inc.
Athletics Central Controlled Irrigation Project 15-03

Recommendation:

That Council, by resolution, authorize an agreement with CPS Distributors, Inc., for the Athletics Central Controlled Irrigation Project 15-03, in the amount of \$27,655.50

Summary:

Proposals were solicited from contractors to modify irrigation controllers for the City of Casper Athletics Department. The proposals received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>QUOTE</u>
CPS Distributors	Casper, Wyoming	\$27,655.50
Peaks to Plains Design	Billings, Montana	No Response
Windcreek, Inc.	Gillette, Wyoming	No Response

Work for this project will include retrofitting existing irrigation controllers and putting them on a central control unit that can be operated remotely by computer or cell phone device-radio. Work is scheduled to be completed by March 31, 2015.

Funding for the project will be from 1%14, Park 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 3rd day of February, 2015, 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. CPS Distributors, Inc., 1901 East E. Street, Casper, Wyoming 82601 ("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 new centrally controlled irrigation controllers for City of Casper Athletic fields.

B. The project requires professional services for supply and installation of irrigation controllers.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the 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:

The Consultant shall perform the services as detailed in their proposal attached as Exhibit 'A'.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of March, 2015.

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-Seven Thousand Six Hundred Fifty-Five Dollars and 50/100 (\$27,655.50).

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.

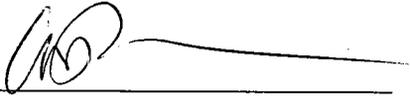
6. EXTENT OF CONTRACT:

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

Charlie Powell
Mayor

WITNESS

CONTRACTOR
CPS Distributors, Inc.
1901 East E. Street
Casper, Wyoming 82601

By: Debbly Estes

By: 

Printed Name: Debbly Estes

Printed Name: BRAD MEYER

Title: Admin. Assist.
City of Casper

Title: WY Regional Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing 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 sub-Contractor to perform any services in the scope of this project, unless the sub-Contractor is approved in writing by the City. Any approved sub-Contractor 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'

CPS Distributors, Inc.
1901 East E. Street
Casper, WY 82601
December 9, 2014

Paul Zowada
Parks Supervisor—Athletics
City of Casper
1800 East K. Street
Casper, WY 82601

Dear Paul:

Thank you for the opportunity to provide a proposal for the supply and installation of the irrigation controllers for the City of Casper athletic fields. CPS Distributors, Inc. is proud to be a partner with the City of Casper to help you achieve your Water Management goals. We provide a variety of innovative and industry proven products to help our customers save time, water, and dollars. Our Casper, WY branch location has knowledgeable staff with a combined 100+ years of industry experience and are a true asset to our many customers in the state. We thank you once again for this opportunity and look forward to learning the outcome of this proposal.

Regards,



Brad Meyer
WY/SD Territory Sales
CPS Distributors, Inc.

PROPOSAL

Contact Information

CPS Distributors, Inc.
Brad Meyer—Sales, Support & Installation
1901 East E. Street
Casper, WY 82601
Office # (307)234-9349
Mobile # (307)203-8449
meyerb@cpsdistributors.com

Hydropoint Data Systems, Inc.
1720 Corporate Circle
Petaluma, CA 94954
Office # (800)362-8774
www.weatherTRAK.com

Hydropoint Data Systems, Inc.
Benjamin Coffey—Product Specialist
2115 Yarrow Street
Lakewood, CO 80227
Mobile # (707)338-9302
bcoffey@hydropoint.com

Eagle Electric
Dan Jordan
6713 West Yellowstone Highway
Casper, WY 82604
Phone # (307)2664404

Company Description

CPS Distributors, Inc. is the largest wholesale distributor of professional pump, irrigation and landscape supplies in the Rocky Mountain Region. We are proud to be celebrating our 125th year in business serving the green industry. One of the things that set CPS Distributors, Inc. apart from other irrigation distributors is our commitment and expertise to various control systems in the marketplace. Not only do we sell and support all of the lines we provide in the field, we also have a full "Technical Services Division" which provides new and existing Central Control Specification & Assessment, Communication Field Surveys, Site Optimization Services, Training & Education, Start-up Assistance and Assessments, New Product Installation, On-site repairs and support as well as a full-service diagnostic repair center at our Centennial, CO location. The level of support and customer service including 24 hour guaranteed response time is unmatched in the region.

We are proposing the following controllers for the City of Casper Athletic Fields project:

- Mike Lansing Field—(1) 36 station WeatherTRAK ET Pro3 wall-mount controller.
- Field of Dreams—(1) 36 station WeatherTRAK ET Pro3 wall-mount controller.
- Cross Roads 1-3 Softball Fields—(1) 18 station WeatherTRAK LC Central wall-mount controller.
- Cross Roads 4 Baseball Field—(1) 18 station WeatherTRAK LC Central wall-mount controller.
- Washington Baseball Field—(1) 12 station WeatherTRAK LC Central wall-mount controller.
- 13th & Sycamore—(1) 18 station WeatherTRAK LC Central wall-mount controller.
- N. Casper Soccer Complex:
 - Location 1—(1) 36 station WeatherTRAK ET Pro 3 wall-mount controller.
 - Location 2—(2) 42 station WeatherTRAK ET Pro 3 wall-mount controller. ~~42~~
 - Location 3—(1) 12³⁴ station WeatherTRAK LC Central wall-mount controller. +10
- N. Casper Softball, Tani Field & Wells Park—(1) 36 station WeatherTRAK ET Pro 3 wall-mount controller. (13)

* Need to ADD: New controller @ F.O.D. New Fields

* Rain Delay options:

Worksheet for City of Casper Athletic Field Irrigation Controller

	Required	Preferred	Proposed	Comments
System Cost			* 24,055.50	
Total cost of installation of ALL proposed equipment, training, and technical support	X		* 3,600.00	
Additional annual equipment or software maintenance/service/support program cost, per year.	X		* 225.00	PER CONTROLLER -- ANNUALLY
System Setup				
Complete installation of new components.	X		MEETS	
Operator Controller				
1. Demonstrated ability to retrofit the proposed equipment into existing controller cabinets	X		DOES NOT MEET	ENTIRELY NEW HARDWARE REQUIRED
2. Flow and master valve communication	X		MEETS	
3. Weather station integration	X		EXCEEDS	WEATHER STATION NOT NECESSARY
4. Monitoring capabilities including flow at POCs and stations, and field wiring		X	MEETS	
5. Ability to monitor flow without additional sensor equipment		X	OMITTED	
6. Advanced programming capabilities, including information on how far ahead programming can be made		X	MEETS	
7. Alarms, notification by Email or text.		X	MEETS	
8. Demonstrated water savings capability		X	MEETS	
9. Water budgeting capability - cost / weather data / historical needs	X		MEETS	
10. Remote access to a central controller		X	EXCEEDS	NO NEED FOR STAND ALONE CENTRAL
11. Remote control for field operations, such as: Two way communication flow between remote control and controller, Station operation, Station names, troubleshooting identification of compatible control device(s)	X		MEETS	
12. Reporting: Must be MS Excel compatible. Water consumption per station, controller, and site using variable time periods and units of measure	X		MEETS	
13. Ability to separate unique occurrences within reporting such as manual watering, system testing watering; Status of consumption relative to budget.		X	MEETS	
14. Technical support and field service, must provide on site	X		MEETS	
15. Warranty and Guarantee, minimum of 1 year	X		MEETS	
16. Hardware installation training	X		MEETS	
17. System testing after installation	X		MEETS	
18. Operation manual and training for 3 minimum	X		MEETS	
19. Maintenance & troubleshooting manual (if separate)	X		MEETS	

Work Description & Schedule

All work will begin no later than two weeks after a "Professional Services Contract" has been awarded. All work will be scheduled during normal working hours, 8:00am-4:30pm Monday through Friday and will be coordinated with City of Casper Parks staff. Work and schedule will be coordinated based upon an order of priority determined by Paul Zowada and/or City of Casper representative(s). All existing controllers will be removed at the specified locations outlined in the RFP dated 11-21-14 and turned over to the City of Casper to retain as they see fit. All new hardware will be installed in a professional and timely manner and comply with NFPA 70: National Electric Code. All 120 volt wiring will be completed by a licensed electrician. All field wiring will be marked and coded as necessary to simplify installation of new controller hardware and minimize zone sequencing issues. All installation, training, software set-up, etc. will be completed no later than 03-20-14 as outlined in the RFP.

Training

Training is an integral part of any central control system and CPS is committed to providing comprehensive training for the WeatherTRAK central control system we sell. In order to educate users properly, we have developed the following program which will be scheduled within the timeline outlined in the RFP and coordinated with City of Casper staff.

+ Irrigation Manager Training for WeatherTRAK ET Pro and LC Central

Irrigation Manager Level 1 – WeatherTRAK Controller/System Training – 90 minutes.

Designed as an introduction to the WeatherTRAK controllers, you'll review WeatherTRAK technology basics, the Central Internet Management application and a demo of functionality features.

Irrigation Manager Level 2 – WeatherTRAK Alerts and Preferences Training – 90 minutes

Review the features set-up that allows the user to receive remote alert notification via text or e-mail. You will also receive clear definitions of each alert the controller is monitoring and possible solutions to resolve them. You'll also develop a clear understanding of how WeatherTRAK monitors and generates alerts.

Irrigation Manager Level 3 – WeatherTRAK Schedule Troubleshooting Training – 90 minutes

Learn more about the different variables the WeatherTRAK Scheduling Engine considers when generating a station runtime. You will review how to troubleshoot and resolve programming issues the controller experiences on any station.

+ Water Manager Training for WeatherTRAK ET Pro and LC Central

Water Manager Level 1 – Water Management 101 – 90 minutes

This course is a high level discussion of how the WeatherTRAK Central technology works and the basic information that a Water Manager might look for on a regular basis. We will take an interactive tour of www.weathertrak.net, looking at some of the tools that the website provides and also learn how to navigate basic controller programming and resolve system or controller alerts.

Water Manager Level 2 – WeatherTRAK Budget Manager / Site Asset Manager – 90 minutes

The Weather Budget Manager tool is designed to proactively track irrigation water use and compare it to a Water Budget or Fiscal Budget. You will be able to see how actual or estimated site usage compares with the budgets detailed by your Water Management plan from WeatherTRAK Central. WeatherTRAK Site Asset Manager provides a detailed overview of your entire site, including meter and controller locations, site and contractor information, and controller status. Integrated GIS and Google Maps create a visual inventory for each of your individual sites and entire property portfolio.

Water Manager Level 3 – WeatherTRAK Reports Training – 90 minutes

We take a deep dive on WeatherTRAK Central's Reports tab and features to track and store information from your controller. The review includes Controller and Program Settings, Consumption Data, Runtimes and Alerts and how you can use reports on a frequent basis with your teams to evaluate site and controller performance.

Upgrades & Fees

The Weather TRAK central control system uses cellular communication in the form of an SD card to communicate with the internet and download ET data, etc. The annual subscription for WeatherTRAK.net, mobile communication, customer service, etc. is \$225.00 per controller. Multiple year subscriptions are available at a discounted rate. There are no other fees associated with upgrades, etc.

RESOLUTION NO. 15-14

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CPS DISTRIBUTORS, INC., FOR THE ATHLETICS CENTRAL CONTROLLED IRRIGATION PROJECT.

WHEREAS, the City of Casper desires to contract for modifications to City of Casper Athletics Department irrigation system for the Athletics Central Controlled Irrigation Project; and,

WHEREAS, CPS Distributors, Inc., is ready, willing and able to provide those services specified as the Athletics Central Controlled Irrigation 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 CPS Distributors, Inc., 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-Seven Thousand Six Hundred Fifty-Five Dollars and 50/100 (\$27,655.50).

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 _____, 2015.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

February 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director
Jason Knopp, P.E., City Engineer

SUBJECT: Easements from Blackmore Market Place Shops, LLC
Installation of Water and Sewer Mains Across Private Property for the Residence Inn

Recommendation:

That Council, by resolution, accept an easement from Blackmore Market Place Shops, LLC, for installation of water and sewer mains across private property.

Summary:

The Residence Inn is a proposed 23,191 square foot hotel north of East 2nd Street adjacent to Home Depot. Blackmore Market Place Shops, LLC, has granted the City of Casper an easement for the installation of a new water and sewer main to serve the facility. The easement is located across a portion of Sections 12 of Township 33 North, Range 79 West, of the 6th Principal Meridian, Natrona County, Wyoming. Installation of the water and sewer main will be by the developer. The easement allows the City to construct, maintain, repair, and/or replace the utility in the future as may be required.

A resolution is prepared for Council's consideration.

UTILITY EASEMENT

EASEMENT MADE this _____ day of _____, 2015, by Blackmore MarketPlace Shops, LLC, a Wyoming limited liability company, hereinafter referred to as "Grantor," to the City of Casper, Wyoming, a municipal corporation, whose principal offices are located at 200 North David, Casper, WY 82601, hereinafter referred to as "Grantee."

RECITALS:

WHEREAS, Grantor is the owner of certain property located in Natrona County, Wyoming, and Grantee is the municipal corporation which provides public utilities for the City of Casper; and

WHEREAS, Grantor is willing to grant to Grantee utility easements as described in Exhibit A and as shown in Exhibits B attached hereto, and the Grantee desires to obtain such easements.

NOW, THEREFORE, in consideration of Ten Dollars, the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **GRANT OF EASEMENTS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee and its customers, the following described water and/or sewer utility easements for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain and repair said utilities and related equipment, over, under and across the utility easement locations described in Exhibit A and shown Exhibit B attached hereto. The easements shall burden Grantor's property and benefit Grantee, its successors and assigns.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the Easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement property to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the Easement granted herein.

3. **TERM OF EASEMENT.** The term of the Easement shall be perpetual so long as the Easement is used for the purpose described in Section 1. The Grantee shall not use the Easement for any use prohibited by or violative of the terms of this Agreement or applicable laws, rules or regulations. If the Easement is abandoned in writing by the Grantee, then the Easement shall automatically and unconditionally terminate and revert to the then owners of the Property.

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

The Grantee hereby agrees to indemnify and hold the Grantor harmless from any and all liability for personal injury, death, or property damage arising or resulting solely from the Grantee's use of the Easement Property for which the Grantee is not otherwise immune from liability pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor:	Blackmore MarketPlace Shops, LLC P.O. Box 2390 Casper, Wyoming 82602
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To Grantee: City of Casper
Attention: City Manager
201 North David
Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This Agreement, and any amendments hereto, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

7. **RUNNING OF BENEFITS AND BURDENS; VESTING OF INTERESTS.** All provisions of this Agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this Agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

GRANTOR:

BLACKMORE MARKET PLACE SHOPS, LLC

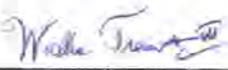
By:  _____
Neil A. McMurry, Manager

GRANTEE:

CITY OF CASPER, WYOMING, a Municipal Corporation

By: _____, Mayor

Approved as to Form:

 _____

STATE OF WYOMING)
) s.s.
COUNTY OF NATRONA)

The foregoing instrument was acknowledge before me this 12th day of December, 2014, by Neil A. McMurry, the Manager of Blackmore Market Place Shops, LLC.

EXHIBIT 'A'
BLACKMORE MARKETPLACE ADDITION NO. 12

Three strips of land to be designated as Public Utility Easements located within the Blackmore Marketplace Addition No. 12 to the City of Casper, Wyoming, as recorded in the Natrona County Courthouse, situate within the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on the attached Exhibit B and by this reference made a part hereof, being more particularly described as follows:

Public Utility and Public Access Easement:

A strip of land situate within Lots 2 and 3, Blackmore Marketplace Addition No. 12, being more particularly described as follows:

Commencing at the southwest corner of said Lot 3, Blackmore Marketplace Addition No. 12, monumented by a brass cap;

Thence S87°34'50"E, along the south line of said Lot 3, a distance of 104.74 feet to the Point of Beginning;

Thence N00°31'12"E, a distance of 33.80 feet to a point;

Thence N06°14'47"E, a distance of 68.85 feet to a point;

Thence N00°00'00"E, a distance of 119.18 feet to a point of curvature;

Thence along a curve to the left having a radius of 197.50 feet, through a central angle of 20°53'50", a distance of 72.03 feet, with a chord bearing of N10°26'55"W, a distance of 71.64 feet to the end of curve;

Thence N20°53'50"W, a distance of 177.60 feet to a point located on the north line of said Lot 2;

Thence S90°00'00"E, along the north line of said Lot 2, a distance of 32.11 feet to a point;

Thence S20°53'50"E, a distance of 166.14 feet to a point of curvature;

Thence along a curve to the right having a radius of 227.50 feet, through a central angle of 13°40'25", a distance of 54.29 feet, with a chord bearing of S14°03'38"E, a distance of 54.16 feet to a point;

Thence N89°59'47"E, a distance of 22.81 feet to a point;

Thence S00°00'13"E, a distance of 20.00 feet to a point;

Thence S89°59'47"W, a distance of 20.00 feet to a point;

Thence in a southerly direction along a curve to the right having a radius of 227.50 feet, through a central angle of 02°10'05", a distance of 8.61 feet, with a chord bearing of S01°05'03"E, a distance of 8.61 feet to the end of curve;

Thence S00°00'00"E, a distance of 106.53 feet to a point;

Thence S05°10'06"E, a distance of 83.20 feet to a point;

Thence S00°31'12"W, a distance of 33.94 feet to a point located on the south line of said Lot 3;

Thence N87°34'50"W, along the south line of said Lot 3, a distance of 45.02 feet to the Point of Beginning.

The above described easement contains 0.360 acres, (15,663.875 S.F.) more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

Public Sanitary Sewer and Storm Sewer Easement:

A strip of land situate within Lots 1, 2 and 3, Blackmore Marketplace Addition No. 12, being more particularly described as follows:

Commencing at the northwest corner of Lot 10, Blackmore Marketplace Addition No. 2, also being the east line of said Lots 2 and 3, Blackmore Marketplace Addition No. 12, and being the Point of Beginning;

Thence S00°41'42"E, along the east line of said Lots 2 and 3, Blackmore Marketplace Addition No. 12, a distance of 164.26 feet to a point;

Thence N88°33'13"W, a distance of 30.02 feet to a point;

Thence N00°41'42"W, a distance of 343.70 feet to a point;

Thence N89°18'18"E, a distance of 30.00 feet to a point;

Thence S00°41'42"E, a distance of 65.13 feet to a point located on the south line of said Lot 1;

Thence N90°00'00"E, along the south line of said Lot 1, a distance of 45.50 feet to a point located on the west line of an existing 30 foot wide utility easement;

Thence S00°41'54"E, along the west line of an existing 30 foot wide utility easement, a distance of 20.00 feet to a point;

Thence N90°00'00"W, a distance of 45.50 feet to a point;

Thence S00°41'42"E, a distance of 95.44 feet to the Point of Beginning.

The above described easement contains 0.258 acres, (11,237.977 S.F.) more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

Public Water Line Easement:

Commencing at the northwest corner of Lot 2, Blackmore Marketplace Addition No. 12;

Thence S90°00'00"E, along the line common to Lots 1 and 2 Blackmore Marketplace Addition No. 12, a distance of 81.14 feet to the Point of Beginning;

Thence N00°00'00"E, a distance of 256.17 feet to a point;

Thence N90°00'00"E, a distance of 277.70 feet to a point;

Thence S54°12'00"E, a distance of 80.19 feet to a point located on the west line of an existing 30 foot wide utility easement;

Thence S00°41'54"E, along the west line of an existing 30 foot wide utility easement, a distance of 24.88 feet to a point;

Thence N54°12'00"W, a distance of 81.32 feet to a point;

Thence S00°09'18"W, a distance of 7.06 feet to a point;

Thence N89°50'42"W, a distance of 20.00 feet to a point;

Thence N00°09'18"E, a distance of 11.22 feet to a point;

Thence N90°00'00"W, a distance of 237.09 feet to a point;

Thence S00°00'00"E, a distance of 164.67 feet to a point;

Thence N90°00'00"E, a distance of 11.25 feet to a point;

Thence S00°00'00"E, a distance of 20.00 feet to a point;

Thence N90°00'00"W, a distance of 11.25 feet to a point;

Thence S00°00'00"E, a distance of 51.50 feet to a point located on the south line of said Lot 1;

The above described easement contains 0.283 acres, (12,337.455 S.F.) more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in November, 2014 and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

g:\14-057 Residence Inn\Survey Plats\Blackmore_MP_M12 Exhibit.dwg, 12/10/2014, Bill

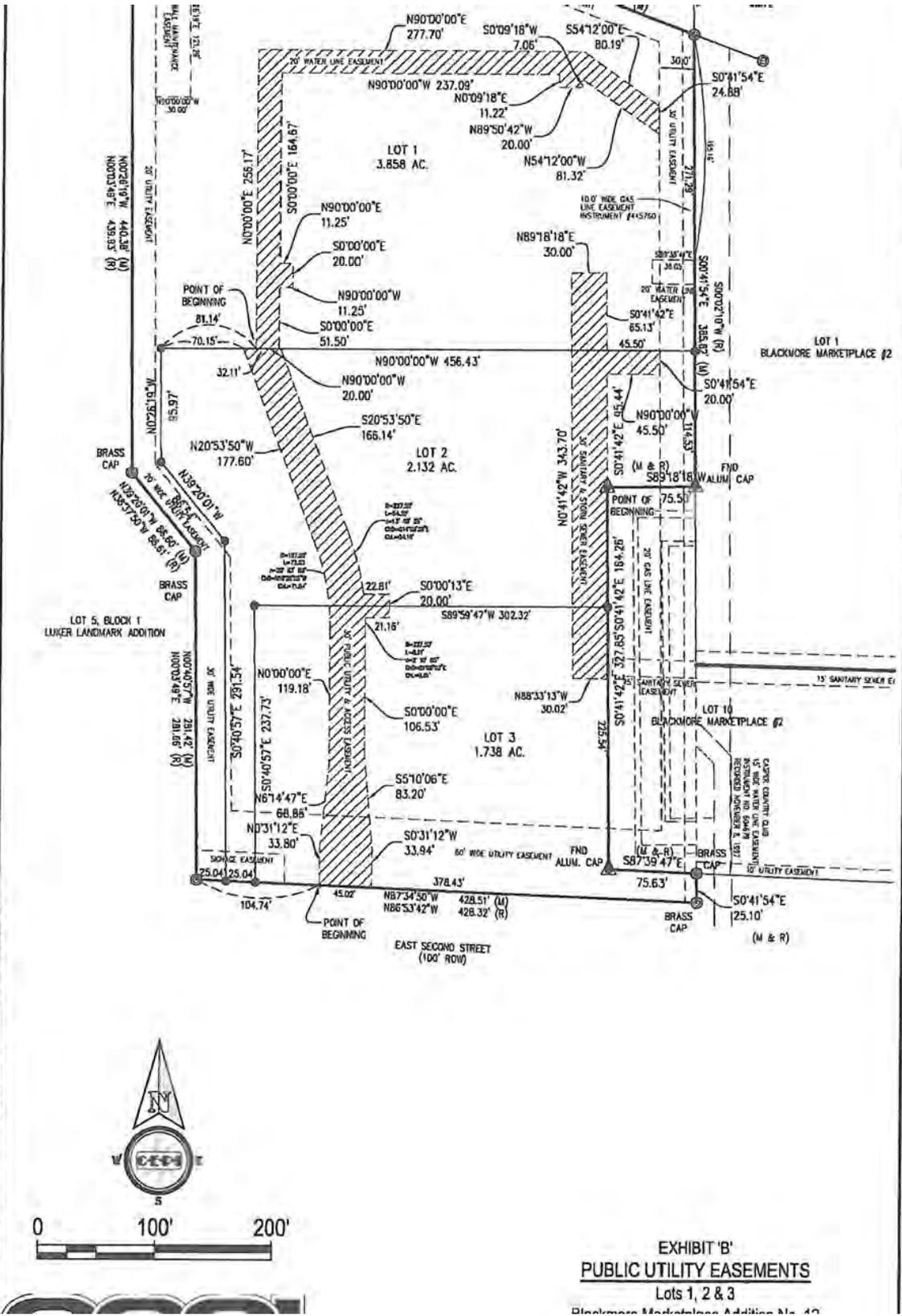


EXHIBIT 'B'
PUBLIC UTILITY EASEMENTS
Lots 1, 2 & 3
Blackmore Marketplace Addition No. 42

RESOLUTION NO. 15-15

A RESOLUTION ACCEPTING AN EASEMENT FROM BLACKMORE MARKET PLACE SHOPS, LLC, FOR INSTALLATION OF A WATER AND SEWER MAIN ACROSS PRIVATE PROPERTY.

WHEREAS, easements are required for installation of public water and sewer mains across private property; and,

WHEREAS, Blackmore Market Place Shops, LLC, has granted the City of Casper the necessary easements across portions of Sections 12 of Township 33 North, Range 79 West, of the 6th Principal Meridian, Natrona County, Wyoming, for service to the Residence Inn.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the right-of-way easements are hereby accepted.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Daniel Sandoval
Mayor

February 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Jason Knopp P.E., City Engineer
Ethan Yonker, E.I.T., Associate Engineer

SUBJECT: Agreement with Western Plains Landscaping LLC
Landfill Litter Fence Extension, Project No. 14-63

Recommendation:

That Council, by resolution, authorize an agreement with Western Plains Landscaping LLC, for the Landfill Litter Fence Extension, Project No. 14-63, in the amount of \$29,720.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$3,280.00, for a total project amount of \$33,000.00.

Summary:

On Tuesday, January 13, 2015, three bids were received from contractors for the installation of 400 lineal feet of 15' tall litter fence. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Western Plains Landscaping LLC	Casper, WY	\$29,720.00
SWI LLC	Powell, WY	\$39,200.00
Net Services LLC	Tulalip, WA	\$46,850.00

Work is scheduled to be completed by May 1, 2015. The estimate prepared by the City Engineering Division was \$30,000.00.

Funding for this project will be from the FY15 Fencing Improvements budget.

A resolution is prepared for Council's consideration.

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Western Plains Landscaping LLC, 3040 Allendale Boulevard, Casper Wyoming 82601 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a new litter fence at the Casper Regional Landfill; and,

WHEREAS, Western Plains Landscaping LLC, is able and willing to provide those services specified as the LANDFILL LITTER FENCE EXTENSION, Project 14-63.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the LANDFILL LITTER FENCE EXTENSION, Project 14-63.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by April 24, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 1, 2015.
- 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 Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars

(\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Twenty-Nine Thousand Seven Hundred Twenty and 00/100 Dollars (\$29,720.00), 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 Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit

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

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with 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.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1 .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 General Requirements, consisting of six (6) sections.
- 8.13 Technical Specifications, consisting of three (3) Divisions (Divisions 01810, 01850 and 02840).
- 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.

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 _____, 2015.

APPROVED AS TO FORM:
(Landfill Litter Fence Extension, Project 14-63)



ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

V.H. McDonald
Title: City Clerk

CONTRACTOR:

Western Plains Landscaping
3040 Allendale Boulevard
Casper WY 82601

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Charlie Powell
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
LANDFILL LITTER FENCE EXTENSION, Project 14-63

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by April 24, 2015, and completed and ready for final payment not later than May 1, 2015, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>01-09-15</u>
Addendum No. <u> </u>	Dated <u> </u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - 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

BF-1

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: \$ 29,720.00

TOTAL BASE BID, IN WORDS: Twenty - Nine Thousand Seven Hundred Twenty & 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.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Western Plains Landscaping
3040 Allendale BLVD.
Casper, WY 82601

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

Submitted on 01-13-2015, 2015.

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

BF-2

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Western Plains Landscaping LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Jesse Snell - owner  (seal)

(Title)

(Seal)

Attest:  

Business Address: Western Plains Landscaping LLC
3040 Allendale BLVD
Casper, WY 82601

Phone Number: 307-331-0073

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
January 13, 2015
LANDFILL LITTER FENCE EXTENSION
Project 14-63

Casper, Wyoming

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

LF=Linear Foot

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	15' TALL LITTER FENCE	LF	400	\$ 74,30	\$29,720.00

• **BID IN WORDS:**

Twenty Nine Thousand Seven Hundred
Twenty 3⁰⁰100

This bid submitted by: Individual - LLC
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 15-16

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING LLC, FOR THE LANDFILL LITTER FENCE EXTENSION, PROJECT NO. 14-63

WHEREAS, the City of Casper desires to install 400 lineal feet of 15 foot tall litter fence along Langston Lane at the Casper Regional Landfill; and,

WHEREAS, Western Plains Landscaping LLC, is able and willing to provide those services specified as the Landfill Litter Fence Extension, Project No. 14-63; 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.

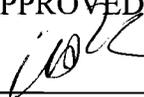
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Western Plains Landscaping, for those services, in the amount of Twenty-Nine Thousand Seven Hundred Twenty and 00/100 Dollars (\$29,720.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Twenty-Nine Thousand Seven Hundred Twenty and 00/100 Dollars (\$29,720.00) and Three Thousand Two Hundred Eighty and 00/100 Dollars (\$3,280.00) for a construction contingency account, for a total price of Thirty-Three Thousand and 00/100 Dollars (\$33,000.00).

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 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 _____, 2015.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

February 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Jason Knopp, P.E., City Engineer
Andrew Colling, Engineering Technician

SUBJECT: Agreement with Kone, Inc.
2014 Elevator Upgrades Project 14-80

Recommendation:

That Council, by resolution, authorize an agreement with Kone, Inc., for the 2014 Elevator Upgrades, Project No. 14-80, in the amount of \$52,128.

Summary:

Kone, Inc. is under contract with the City of Casper to perform routine elevator maintenance for City owned elevators.

Work for this project will include installing new car operating panels and code compliant switches and buttons at the Nicolaysen Museum elevator and replacing the hydraulic pump for the City Hall elevator.

Funding for the project will be from the 1%#14 NIC Museum Building Improvements, and from the 1%#14 FY12 Buildings Repairs for Buildings and Grounds.

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 20th day of January, 2015, 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. Kone, Inc., 8585 Concord Center Dr., Suite 900, Englewood, Colorado 80112 (“Contractor”).

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

RECITALS

- A. The City is undertaking modifications of elevators at the Nicolaysen Museum and City Hall.
- B. The project requires professional services for elevator modifications.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to the 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:

The Consultant shall perform the services as detailed in their proposal attached as Exhibit ‘A’.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of May, 2015.

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 Fifty-Two Thousand One Hundred Twenty-Eight Dollars and 00/100 (\$52,128.00).

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:

[Handwritten Signature]

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS

CONTRACTOR
Kone, Inc.
8585 Concord Center Dr., Suite 900
Englewood, Colorado 80112

By: *Donna M. Griggs*

By: *[Handwritten Signature]*

Printed Name: DONNA GRIGGS

Printed Name: Andrew Ojden

Title: SR SALES ADMIN ASSOCIATE

Title: Sales Mgr.

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 sub-Contractor to perform any services in the scope of this project, unless the sub-Contractor is approved in writing by the City. Any approved sub-Contractor 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. 15-17

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KONE, INC., FOR THE 2014 ELEVATOR UPGRADES PROJECT.

WHEREAS, the City of Casper desires to contract for modifications to city owned elevators for the 2014 Elevator Upgrades Project; and,

WHEREAS, Kone, Inc., is ready, willing and able to provide those services specified as the 2014 Elevator Upgrades 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 Kone, Inc., Englewood, Colorado, 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 Fifty-Two Thousand One Hundred Twenty-Eight Dollars and 00/100 (\$52,128.00).

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 _____, 2015.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

February 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Jason Knopp, P.E., City Engineer //
Andrew Colling, Engineering Technician

SUBJECT: Change Order No. 2 with Haass Construction Co, Inc.
Downtown Parking Structure Restrooms, Project 13-54

Recommendation:

That Council, by resolution, authorize Change Order No. 2 to the agreement with Haass Construction Co., Inc., for the Downtown Parking Structure Restrooms Project, for a price increase of \$11,337.

Summary:

Haass Construction Co., Inc., is under contract with the City of Casper for the Downtown Parking Structure Restrooms Project. During construction of the bathrooms, an existing electrical conduit was identified that required moving. Rerouting the conduit eliminated wall penetrations in the new bathroom and placed the conduit in a safer, more suitable location, reducing the chance of future damage. The cost of rerouting the conduit is \$1,520.

Programmable door locks were identified as a high priority for the bathrooms after the contract was awarded. The cost to install locks that have the high level of programmability and security desired was \$6,496.

Due to the potential safety hazards associated with the steel screens as installed, it is recommended that the architect design and have installed additional steel tubing and plating to reduce the risk of injury to pedestrian traffic. Modifications to the installed structural steel screens will cost \$3,321.

The initial contingency amount for this project was set at \$5,000. Rerouting the conduit, installing programmable locks with Primus cores and making modifications to the steel screens will cost \$11,337. The remaining balance of \$6,337 will be paid for with Excess 1%14 Funds.

This change order will increase the contract to \$359,737.

A resolution is prepared for Council's consideration.

CHANGE ORDER

NO. Two (2)

PROJECT: Downtown Parking Structure Restroom
Project No. 13-54

DATE OF ISSUANCE: January 13, 2015

OWNER: City of Casper, Wyoming

CONTRACTOR: Haass Construction Co., Inc.

Architect: Hein Bond Architects

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

Description: During construction of the restrooms, an existing electrical conduit was determined to be in need of relocation. The cost to relocate the conduit is \$1,520. The original door locks specified in the bid documents were not programmable. To add door locks that have the level of desired programming and Primus cores will cost \$6,496. Modifications to the installed structural steel screens will cost \$3,321. The net increase of this change order is \$11,337.

Attachments: Memo

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 374,800	Original Contract Time: (days or date) <u>Substantial completion: July 23, 2014</u> <u>Final completion: July 30, 2014</u>
Previous Change Orders No. <u>1</u> to <u>1</u> \$ -26,400	Net change from previous Change Orders (days): <u>-- 114 --</u>
Contract Price prior to this Change Order: \$ 348,400	Contract Time Prior to this Change Order: (date) <u>Substantial completion: November 14, 2014</u> <u>Final completion: November 28, 2014</u>
Net Increase/Decrease of this Change Order: \$ 11,337	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ 359,737	Contract Time with all approved Change Orders:(date) <u>Substantial completion: November 14, 2014</u> <u>Final completion: November 28, 2014</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: Coleen Haass

BY: [Signature]

BY: _____

Contractor

Architect

Owner

RESOLUTION NO. 15-18

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH HAASS CONSTRUCTION CO., INC., FOR THE DOWNTOWN PARKING STRUCTURE RESTROOMS, PROJECT NO. 13-54.

WHEREAS, the City of Casper desires to change the scope of work for the Downtown Parking Structure Restrooms, Project No. 13-54; and,

WHEREAS, Haass Construction Co., Inc., is able and willing to provide those services, specified as Change Order No. 2 to the agreement for conduit relocation, programmable locks and screening structure modifications for the Downtown Parking Structure Restrooms, Project No. 13-54, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 2 to the agreement with Haass Construction Co., Inc., for conduit relocation, programmable locks and screening structure modifications for the Downtown Parking Structure Restrooms, Project No. 13-54, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total Change Order No. 2 amount of Eleven Thousand Three Hundred Thirty-Seven Dollars (\$11,337.00), for a total price not to exceed Three Hundred Fifty-Nine Thousand Seven Hundred Thirty-Seven Dollars (\$359,737.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

February 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Jason Knopp, P.E., City Engineer */k*
Terry Cottenoir, Engineering Technician

SUBJECT: Agreement with R&R Rest Stops
Parks Division Portable Toilets Project 15-08

Recommendation:

That Council, by resolution, authorize an agreement with R&R Rest Stops for the Parks Division Portable Toilets Project 15-08, in the amount of \$61,191.03 each year for the next three (3) years for a total amount of \$183,573.09.

Summary:

Proposals were solicited from vendors for the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations. The proposals received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>QUOTE</u>
R&R Rest Stops	Casper, Wyoming	\$61,191.03
Shawn's Johns LLC.	Mills, Wyoming	\$71,080.00

Services for this project will include the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations. This agreement is for three (3) years in the amount of \$61,191.03 each year, for a total amount of \$183,573.09. Services are scheduled to be completed by February 3, 2018.

Funding for the project will be from the parks budget Equipment Rent.

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 _____, 2015, 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. R&R Rest Stops, 1835 Skyview Drive, Casper, Wyoming 82601 (“Contractor”).

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

RECITALS

A. The City is requesting the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations.

B. The project requires professional services for the rental and servicing of portable toilets and servicing vaults.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the 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:

The Consultant shall perform the services as detailed in the RFP attached as Exhibit ‘A’.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 3rd day of February, 2018.

This agreement is for three (3) years. The unit prices provided for the Rental and Servicing of Portable Toilets for the Casper Public Services Department Parks Division shall remain the same throughout the duration of this contract.

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 Sixty-One Thousand One Hundred Ninety-One Dollars and 03/100 (\$61,191.03) each year, and not exceed a lump sum of One Hundred Eighty-Three Thousand Five Hundred Seventy-Three Dollars and 09/100 (\$183,573.09) for a period of three years. See proposal attached as 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:
(R&R Rest Stops – Parks Division Portable Toilets)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS:

CONTRACTOR
R&R Rest Stops
1835 Skyview Drive
Casper, Wyoming 82601

By: 

By: 

Printed Name: Brandy Hiltshew

Printed Name: Benji Bjorklund

Title: Admin. Asst.

Title: G.M.

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 sub-Contractor to perform any services in the scope of this project, unless the sub-Contractor is approved in writing by the City. Any approved sub-Contractor 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'

REQUEST FOR PROPOSALS FOR THE RENTAL AND SERVICING OF PORTABLE TOILETS FOR THE CASPER PUBLIC SERVICES DEPARTMENT PARKS DIVISION

Date: December 12, 2014

Proposals are being requested from qualified vendors for the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations.

Proposals will be received by the City of Casper Public Services Department, Parks Division, 1800 East K Street, Casper, Wyoming, until 4:00 p.m., Local time, January 7, 2015

GENERAL

The City of Casper is requesting proposals from qualified contractors provide, install, service, and rent portable toilets.

The portable toilets shall have the following features:

- Shall be of primarily polyethylene construction
- Interior natural lighting provided by translucent roofs.
- Sanitary seat deck and flow design (nonporous surfaces)
- Anti-slip floor surface.
- Outside emergency access.
- Interior latch and in-use indicator.
- Heavy duty spring loaded doors.
- Maximum venting from floor, window, and vent pipe.
- Standard units shall have a single piece stand over the urinal.
- 70 gallon holding tank in standard units, 65 in handicap.
- Handicap units must comply with American with disabilities Act.

SERVICING

- All units must be in good repair and contractor must repair or replace the units within one week of reported damage.
- Contractor shall service each unit as indicated on the 'Portable Toilet Installation Sites and Service Requirements Schedule', see attachment A.
- Requests for additional servicing of units will be subject to at least 48-hour prior notification
- Contractor must maintain a service unit in Casper, WY or within thirty (30) minutes response time to requests.
- Units will be monitored by the City for overall cleanliness and repair. Requests by the City for maintenance and/or cleaning shall be responded to within eight (8) hours.

LOCATIONS

- Contractor shall provide units in the locations and time periods indicated on Attachment A.

PAYMENT

- Payment will be made to the Contractor once a month based on actual services provided.
- Payment will be made for transporting and installing units at various city parks and field locations, at the Unit Price, per each. No additional payment will be made to Contractor for units requiring replacement because of vandalism and/or other causes.
- Payment will be made for servicing each unit, at the Unit Price, per each. Servicing includes cleaning and pumping of units.
- Payment will be made for rental of the unit, at the Unit Price, per week. . No additional payment will be made to Contractor for units damaged by vandalism and/or other cause.
- Payment will be made for removing units from various city locations, at the Unit Price, per each.

SPECIAL EVENTS/REQUESTS

- Payment will be made for rental of the unit, at the Unit Price, per day. Payment for installation, servicing, and removal will be made under the other bid items. These units are for special events at various locations throughout the city.
- Payment will be made for servicing standard or handicap units, at the Unit Price, per each, for 'special' request servicing during the weekday or weekend/holiday.

The City reserves the right to add additional units according to the bid Schedule rates. Dates of use provided are approximate and the City reserves the right to request additions or subtractions from these periods.

The City will provide verbal and/or written notifications of the addition or removal of the units, which shall constitute the official time for the commencement, or termination of charges. Billings for services shall be based upon weeks of actual use. A week shall be defined as a seven day period. Billing will be for a full week period without regard for the actual date of the addition or removal of units.

PROPOSALS

1. Two (2) copies of the proposals shall be submitted. Proposals must include the following information:
 - a. Contact Information.

The Vendor shall provide their name, address, and telephone number.

City of Casper rental of portable toilets
RFP - 2

b. Company Description.

The Vendor shall provide a one page summary of his/her company, the proposed equipment, qualifications and expertise, and support and customer service standards.

c. Fees.

Proposals shall include any and all fees that are associated with the services that are provided.

2. The following items apply to all submitted Proposals:

a. Addendum or Supplement to Request for Proposal.

In the event that it becomes necessary to revise any of this Request for Proposal (RFP), an Addendum to this RFP will be provided to each Vendor. The City reserves the right to change submission date(s) for any reason, including an Addendum or Supplement to the RFP.

b. Late Proposals.

Late proposals will not be accepted. It is the responsibility of the Vendor to insure that the proposal arrives prior to 4:00 p.m., Local Time, January 7, 2015.

c. Rejection of Proposals.

The City of Casper reserves the right to reject any or all submissions, and to waive informalities and minor irregularities in submissions received, and to accept any portion of a proposal or all items if deemed in the best interest of the City of Casper.

d. Response Material Ownership and Protection.

All material submitted regarding this RFP becomes the property of the City of Casper and will only be returned to the Vendor at the City's option. Responses are public record and may be reviewed by any person after the final selection has been made. The City of Casper reserves the right to use any or all ideas presented in reply to this request. Disqualification of a Vendor does not eliminate this right. If proprietary or protected information is provided in the proposal, it must be clearly identified in the proposal with references to appropriate patents, or other applicable state or federal laws.

e. Incurring Costs.

The City of Casper is not liable for any costs incurred by the Vendor prior to issuance of an agreement, contract, or purchase order. This includes any costs associated with a requested demonstration or presentation.

f. Acceptance of Proposal Content.

The contents of the proposal of the successful Vendor may become contractual obligations if the City of Casper wishes to execute a contract based on the submitted proposal. Failure of the successful Vendor to accept these obligations in a purchase agreement, purchase order, contract, or similar instrument may result in cancellation of the award, and such Vendor may be removed from future solicitations.

TIMETABLE

Following is the tentative timetable for this RFP:

1.	Proposals Due	1/7/15, 4:00PM
2.	Selection of Vendor	1/14/15
3.	Reviewed/Signed Professional Services Contract	1/16/15
4.	Council Award of Professional Services Contract	2/3/15
5.	Completion of Services	3/1/15

The submittal of a proposal indicates that the Vendor has no problem in keeping this schedule.

CONTRACT

The Vendor will be required to sign a contract with the City relating to the work to be performed. Such contract shall include, but is not limited to, the following articles: method of compensation, time of performance, specifications of the equipment, duties of the vendor, termination of the contract, ownership of material, changes, submission of material, and obligations of the City.

SELECTION

The selection of the Vendor will be based upon total cost of the project, ability to meet required and preferred equipment specifications, project team qualifications, demonstrated knowledge and experience, customer service, and willingness to meet time requirements. The City reserves the right to request an interview/demonstration if necessary to make a selection.

In making a proposal, the Vendor hereby certifies that he has reviewed this RFP and is familiar with all conditions contained therein.

City staff will review all proposals. Final selection of the consultant will be made by City Staff and authorized, via contract award, by City Council.

Location	Number of Standard Units	Number of Handicap Units	Approx. Num. of Services Per Unit	Estimate d Duration (Weeks)	Placement Date	Removal Date	Standard Handicap			
							Standard Services	Handicap Service	Weeks of Rental	Weeks of Rental
Amoco Park	1	1	2	52	Immediately	NA	104	104	52	52
Boys & Girls Club	1	0	2	35	March 9, 2015	November 6, 2015	70	0	35	0
City Park	1	1	2	24	March 30, 2015	September 26, 2015	48	48	24	24
Conwell Park	0	1	2	26	March 30, 2015	September 21, 2015	0	52	0	26
Crossroads Ballfields	2	0	2	36	March 2, 2015	November 9, 2015	144	0	72	0
Crossroads Parkway (May-September)	1	1	3	22	Immediately	NA	66	66	22	22
Crossroads Parkway (October-April)	1	1	2	30	Immediately	NA	60	60	30	30
Garden Creek Park	1	0	1	18	March 30, 2015	August 3, 2015	18	0	18	0
Green Meadow Park	1	0	1	22	March 30, 2015	August 31, 2015	22	0	22	0
Highland Park	1	0	1	28	March 30, 2015	October 12, 2015	28	0	28	0
Huber Park	1	0	2	28	March 30, 2015	October 12, 2015	56	0	28	0
Long Park	0	1	1	22	March 30, 2015	August 31, 2015	0	22	0	22
Matthew Campfield Park	0	1	1	28	March 30, 2015	October 12, 2015	0	28	0	28
Midget Football Facility	4	1	2	7	September 4, 2015	October 19, 2015	56	14	28	7
Morad Park	1	1	2	52	Immediately	NA	104	104	52	52
Nancy English Park	0	1	2	26	March 30, 2015	September 28, 2015	0	52	0	26
North Casper Ballfields	7	1	3	36	March 2, 2015	November 9, 2015	756	108	252	36
North Casper Ballfield (Bridge)	0	1	2	19	October 19, 2015	March 2, 2015	0	38	0	19
North Casper Soccer Complex (March-May)	6	1	2	13	March 2, 2015	June 1, 2015	156	26	78	13
North Casper Soccer Complex (June-August)	2	1	2	14	June 1, 2015	September 7, 2015	56	28	28	14
North Casper Soccer Complex (September-October)	5	1	2	6	September 7, 2015	October 19, 2015	72	12	36	6
North Mike Sedar Park	1	1	2	36	March 2, 2015	November 9, 2015	72	72	36	36
Paradise Valley Park Standard Unit	1	0	2	26	March 30, 2015	September 28, 2015	52	0	26	0
Paradise Valley Park Handicap Unit	0	1	2	52	Immediately	NA	0	104	0	52
Piatte River Parkway B. Street	0	1	2	52	Immediately	NA	0	104	0	52
Riverview Park	1	0	2	22	March 30, 2015	August 31, 2015	44	0	22	0
South Mike Sedar Park	0	1	2	52	Immediately	NA	0	104	0	52
Verde James Park	1	0	2	20	March 30, 2015	August 17, 2015	40	0	20	0
Washington Park	3	1	2	31	March 2, 2015	October 4, 2015	186	62	93	31
Washington Park Ballfield	0	1	2	7	August 31, 2015	October 19, 2015	0	14	0	7
Westwood Park	1	0	2	26	March 30, 2015	September 28, 2015	52	0	26	0
YMCA Skate Park	1	0	2	35	March 9, 2015	November 9, 2015	70	0	35	0
Total	46	21					2332	1222	1063	607

City of Casper rental of portable toilets
RFP - 6

Portable Rest Room Proposals
 Proposals Received 4:00 PM 1/7/15

	Proposer	Address	Amount
1	R+R REST STOPS	1835 SKYVIEW DR. CASPER, WY	\$ 67,191.03
2	SHAWNS JOHNS	4100 SWEETBRIAR, #108 CASPER WY, 82604	\$ 71,080.00
3			
4			
5			
6			

Signed: Victor Mayne
 Witnessed: Don Royell

EXHIBIT 'B'

To whom it may concern,

R&R Rest Stops was established in 1993. After running a local Roto Rooter franchise for over 20 years we expanded into the portable restroom business. We saw a need for clean, friendly service in the Casper area so we started small with 35 portable restrooms. From that time we have expanded with more than 1300 portable restroom units. In 2003 we bought Flyte Sanitation in the Cheyenne area making us the largest servicing portable sanitation company in Wyoming.

We have a strong track record within Casper and surrounding areas. This includes servicing Casper city parks restrooms for over 18 years. We are always on time and prompt if there is any need at any of the city parks. With over 1300 portable restrooms, we can provide the necessary needs of the city parks. This includes any special events or the need to replace a unit that is in disrepair. Being involved in the community is important to us. We have always donated our services from the Platte River Parkway to Coal Mountain cleanups. Our Casper team is trained to be prompt and courteous. We are on call 24/7 and can meet any need that the City of Casper would require.

We strive to have the newest equipment every year. The Casper fleet has 7 available trucks for servicing. The trucks are F350's to F550's and the tanks are manufactured by Satellite Industries. They are a proven truck/tank combo in which their sole design is to service portable restrooms. Our portable restrooms are rugged and very well designed. Both the standard and our ADA title 24 compliant restrooms meet your qualifications and flow designs, the floors both have anti-slip surfaces. The units have outside emergency access and interior latch and in-use indicators. They are equipped with heavy duty spring loaded doors and have maximum venting. Our standard units are Tufways from Satellite Industries, the tanks in these units are 70 gallons and have a standard single piece stand over urinal. Our handicap ADA compliant restrooms are also from Satellite Industries and have a tank volume of 68 gallons, which meets your requirements.

R&R Rest Stops
1835 Skyview Dr.
Casper, Wy 82601
(307) 234-0325

Benjamin Bjorklund
General Manager



Portable Toilets Bid Tab

Item	Description	Approx. Quantities			
			Units	Unit Price	Total Price

1	Provide & Install Standard Portable Toilet	46	EACH	\$0.00	\$0.00
2	Provide & Install ADA Compliant Handicap Accessible Portable toilet	21	EACH	\$0.00	\$0.00
3	Provide Service For Standard Portable Toilet	2332	EACH	\$8.72.	\$20,335.04
4	Provide Service For ADA Compliant Handicap Accessible Portable Toilet	1222	EACH	\$15.47	\$18,904.34
5	Rental Fee For Standard Toilet	1063	WEEK	\$7.42	\$7,887.46
6	Rental Fee For ADA Compliant Handicap Accessible Portable Toilet	607	WEEK	\$23.17	\$14,064.19
7	Remove Standard Portable Toilet	46	EACH	\$0.00	\$0.00
8	Remove ADA Compliant Handicap Accessible Portable Toilet	21	EACH	\$0.00	\$0.00
9	Rental Fee For Standard Portable toilet (special Event)	N/A	DAY	\$28.00	
10	Provide Special Weekday Servicing For Portable Toilets	N/A	EACH	\$18.00	
11	Provide Special Weekend/Holiday Servicing For Portable Toilets	N/A	EACH	\$18.00	

TOTAL					\$61,191.03
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R&R Rest Stops
 1835 Skyview Dr.
 Casper Wy, 82601
 (307) 234-0325

Benjamin Bjorklund
 General Manager



RESOLUTION NO. 15-19

A RESOLUTION AUTHORIZING AN AGREEMENT WITH R&R REST STOPS FOR THE PARKS DIVISION PORTABLE TOILET PROJECT.

WHEREAS, the City of Casper desires to contract for the rental and servicing of portable toilets and servicing vaults in various City Parks and field locations for the Parks Division Portable Toilet Project for a period of three (3) years; and,

WHEREAS, R&R Rest Stops is ready, willing and able to provide those services specified as the Parks Division Portable Toilet 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 One Thousand Dollars (\$1,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

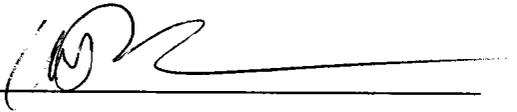
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with R&R Rest Stops, Casper, Wyoming, for these services.

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 Sixty-One Thousand One Hundred Ninety-One Dollars and 03/100 (\$61,191.03) each year, and not to exceed One Hundred Eighty-Three Thousand Five Hundred Seventy-Three Dollars and 09/100 (\$183,573.09) for a period of three (3) years.

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 One Thousand Dollars (\$1,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

January 26, 2015

MEMO TO: John C. Patterson, City Manager
FROM: William C. Luben, City Attorney *WCL*
SUBJECT: Consent to Sublease Between Casper Legion Baseball, Inc. and Casper Youth Baseball.

Recommendation:

That Council, by Resolution, consent to a sublease between Casper Legion Baseball, Inc. and Casper Youth Baseball for the leasing of an office located within the Mike Lansing Field clubhouse.

Summary:

On August 15, 2000, the City entered into a lease with Legion Baseball, Inc. ("Legion") for the leasing of the ball field, now known as Mike Lansing Field, and its clubhouse.

Casper Youth Baseball desires to sublease an office that is located within the clubhouse from Legion through November 14, 2015. The lease between the City and Legion requires the City to consent, in writing, to any assignment or subletting of the property. As such, the City's written consent to the subleasing of the office from Legion to Casper Youth Baseball is necessary for the sublease to be effective.

A Sublease has been entered into by and between Legion and Casper Youth Baseball, which accompanies this memo for your reference and review.

SUBLEASE

THIS CONTRACT, entered into this 15th day of February, 2015 between Casper Legion Baseball, Inc., a Wyoming corporation, herein referred to as Legion, whose address is PO Box 3554, Casper, Wyoming 82602, and Casper Youth Baseball, hereinafter referred to as CYB, whose address is PO Box 1966, Casper, WY 82602.

WHEREAS, on August 15, 2000, the City of Casper, Wyoming ("City") and Legion entered into a certain Lease Agreement (hereinafter referred to as the "Lease") by which the City agreed to lease to Legion a new baseball field to be constructed at Crossroads Park to be named Mike Lansing Field, and

WHEREAS, the City and the Legion have further entered into a Contract for Professional Services, also dated August 15, 2000, by which the Legion shall be charged with the construction of the new facility, utilizing both public and private funds; and

IN CONSIDERATION of the terms of this Sublease, the covenants and conditions herein set forth, the Legion and CYB, hereby covenant, promise, and agree as follows:

1. SUBLEASED PREMISES

For the term hereinafter provided, and any renewals or extensions thereafter, and upon the terms and conditions set forth in this agreement, the Legion hereby agrees to sublease to CYB, and CYB agrees to sublease from Legion, the partial usage of the clubhouse located upon Mike Lansing field in Casper, Wyoming. This will include one office within the clubhouse as well as shared use of the common areas.

Except as specifically provided herein, nothing contained in this document shall negate the full force and effect of the Lease between the City and the Legion. Instead, this contract among the parties is intended to serve as a Sublease Agreement between the Legion and CYB, which Sublease agreement is subject to approval by the City of Casper.

2. SUBLEASE TERM

There term of this sublease shall be from the 15th day of November, 2014 to and including the 14th day of November, 2015.

3. SUBLEASE CONSIDERATIONS:

1. CYB agrees to pay the costs of their phone/internet usage as well as 1/3 of the water and gas as well as a fixed fee of \$125.00 a month for electrical fees for the clubhouse. All payments are due on or before the 1st day of each month. They will receive the use of one office within the Clubhouse as well as shared use of the common areas.

4. LAWS AND REGULATIONS:

Legion and CYB shall each be responsible for compliance with all laws, orders and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon the CYB and/or Legion with respect to the real property and fixed assets. Legion and CYB shall obtain all licenses or permits, which may be required for the conduct of their business with the terms of this Sublease, or for the making of repairs, additions, alterations, or improvements.

5. INSURANCE:

Legion and the CYB agree to indemnify and hold each other and the City harmless from any and all claims arising out of Legion and/or CYB's use and or occupancy of the leased property. To ensure their ability to indemnify each other and the City as agreed, Legion and the CYB will each obtain, at their own cost and expense, public liability insurance coverage in the amounts no less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. 1-39-101 et. Seq., currently Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, and Five Hundred Thousand Dollars (\$500, 000.00) for all claims of all claimants arising out of a single transaction or occurrence. Such insurance shall provide that it will not be cancelled or limits reduced without at least thirty (30) days prior written notification to the City, that the City is an additional insured thereunder, and that it is primary insurance without any right of contribution from any other resource or insurance. Legion and the CYB shall each provide the City with certificates evidencing such insurance as described above immediately after execution of this agreement and prior to use of the property. In addition, Legion and CYB shall each provide City with copies of insurance policy(s) and/or policy endorsements(s) listing the City of Casper as an additional insured. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or Legion and the CYB's obligation hereunder.

It is entirely the obligation of Legion and CYB to provide insurance for its personal property and for that of its players, employees and agents.

It is recognized by and between the parties to this Sublease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statute sec. 1-39-101, et. Seq. In the event the maximum liability allowed by law is altered, either during the primary term of this sublease, or any subsequent terms, then such insurance as outlined above from Legion and the CYB shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law.

6. EMPLOYEES OF CYB:

The CYB agrees to use its best efforts to not permit its employees, organizational members or participants to violate any of the terms and conditions of this Sublease Agreement, nor shall CYB take any actions which might cause Legion to violate the terms and conditions of its Lease Agreement with the City, nor to violate any law, rule, or regulation of the City of Casper with

respect to the leased premises.

7. INDEMNITY OF CITY:

This agreement if and when approved by the City shall be upon the expressed condition that the City shall be free from all liabilities and claims for damages or lawsuits for, or by reason of, any injury or injuries, or death, to any person or property damage of any kind whatsoever, from any cause or causes whatsoever, while in or upon the premises or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on or under the direction of Legion or CYB in connection therewith, except for loss or injury caused solely from the negligence of the City. Legion and the CYB further agree to defend the City in any actions filed in Court which arise from said injuries, liabilities, costs, losses, expenses, claims, and damages in the event the City is named as a defendant in said Court action.

Legion and the CYB shall each indemnify City against all costs, expenses, liabilities, and claims of any kind including reasonable attorney's fees by or on behalf of any person or entity arising out of either: 1) a failure of Legion or CYB to perform any of the terms and conditions of this lease 2) any injury or damage happening on or about the premises: 3) failure to comply with any and all law and any governmental authority: or, 4) any mechanic's lien, other lien, or security interest filed against the premises or material or alteration of said property.

8. RIGHT TO ENTRY

Legion and CYB reserve to the City the right to enter the leased property for the purposes of maintenance, public safety, and other general inspections.

9. DEFAULT:

In the event CYB shall fail to make any payments or contributions due under this lease to Legion as called for herein within fifteen (15) days after the same shall become due, then Legion may terminate this Sublease by giving the CYB written notice of such termination, or in the event CYB fails to perform any other obligations called for herein on its part to be performed, and upon receiving written notice of such deficiency from Legion, and upon the CYB failure to cure such deficiency within fifteen (15) days (or such other time as the parties may agree) after receipt of such notice, then Legion may by written notice to the defaulting party, terminate this sublease agreement.

Upon such termination, Legion shall be entitled to exclusive possession of the premises in accordance with its Lease Agreement with the City. The City shall be entitled to possession of all permanent improvements therein made by the defaulting party without any further notice or demand. The CYB shall peacefully surrender the subleased premises and all other permanent improvements therein. If the CYB refuses to surrender and deliver up the premises, then Legion, without further notice or demand, may reenter the premises and repossess by force, summary proceedings, ejectment, or other using such help, assistance, and force in doing so that may be equal and proper without being liable for prosecution of damages therefore and without prejudice

to an remedy allowed by law or equity.

10. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

CYB agrees to pay and indemnify Legion and the City against all legal costs and charges, including attorney's fees, in obtaining possession of the subleased premises after a default of CYB or after CYB's default in surrendering possession upon the expiration or early termination of the term of this Sublease or for Legion or the City enforcing any covenant of the CYB herein contained.

11. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of Legion to repair or rebuild to an equal to or better than condition as existed prior to the destruction of such real property or fixed assets.

12. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

CYB shall, at the expiration of this Sublease term or any renewal thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of CYB or at the expense of any subtenant, subject, however, to the subsequent provisions hereof. Except for permanent fixtures, all the temporary and removable property, pursuant to the provisions of this paragraph, shall be removed by Legion and CYB at the expiration or termination of this Sublease.

13. TERMINATION:

Pursuant to the Lease between the City of Casper and Legion, the City has the right to terminate the Lease for cause by giving not less than sixty (60) days written notice to Legion of such termination. In the event of such termination, Legion, or the City may terminate this Sublease on the same notice that the City is required to give Legion for termination of the Lease. In the event the City elects to terminate the Lease with Legion pursuant to its terms, but elects to not terminate this Sublease, then, in that event, CYB shall have the right to continue to use the Clubhouse as provided under the terms and conditions of this Sublease with the City having all rights and duties as Legion under this Sublease.

14. NOTICE

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to the Casper City Manager, 200 N. David Street, Casper, WY 82601; Legion at PO Box 3554, Casper, Wyoming 82602 or CYB at PO Box 1966, Casper, Wyoming 82602.

15. WAIVER:

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

16. ENVIRONMENTAL COMPLIANCE

Legion and CYB shall conduct their operations on the property in compliance with, and shall not permit the property based on their respective uses to be in violation of any applicable local, state, or federal environmental laws. Legion and CYB shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to City copies of the permits upon request. Legion and CYB shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). CYB shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(f), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Legion and CYB shall each manage all hazardous substances and chemicals that it handles off-site, but in proximity to the subject property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Legion and CYB shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Legion and CYB's lawful operations on the property. In addition, Legion and CYB shall comply with all laws, regulations, and standards applicable to those substances.

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

Legion and CYB shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the

property by any party, including third parties and shall report any condition which indicates the presence of such substances immediately to City and to the proper authorities. Legion and CYB shall advise City, upon request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. Legion and CYB shall make these investigations not less than on a monthly basis. Legion and CYB, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the City in writing, upon request, of all such precautions which have been taken.

City shall have the right to join and participate in, as a party if it so elects, any settlement, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Legion and CYB shall each be solely responsible for and shall indemnify and hold harmless City, its elected officials, employees agents, successors, or assigns from any and all loss, damage, cost, expense, and liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages.
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by City in connections with clauses (A) and (B) including reasonable attorney's fees.
- D. Each parties' responsibility shall be limited to damages resulting from its actions. Upon termination of the sublease, the City has the right to request an environmental inspection of the property. Otherwise, each party is otherwise released from further environmental liability as of the termination of this lease and/or the timely completion of the inspection.

18. CONDEMNATION

If the leased premises, or any portion of the premises, which will make the leased premises unsuitable for the purposes of the Legion and CYB is condemned or taken under right of eminent domain by any legally constituted authority, then in either of such events, this lease shall cease on the date when possession is taken by the condemner shall be due to the City until said date.

Such termination shall be without prejudice to the rights of either CYB or Legion to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

19. PERSONAL PROPERTY AND RISK OF CYB BASEBALL:

Personal property owned by CYB on the premises shall be at the risk of CYB. Legion or the City shall not be liable for any damage to any personal property from any cause at any time in the premises not due to their respective negligence including, but not limited to fire, steam, electricity, sewage, gas or odors, or from water, rain or snow which may leak into or flow from any part of the premises or from pipes or plumbing works of the same, or from any other place.

20. LIEN(S) AND ABANDONED PROPERTY:

A. No liens, mortgages or other encumbrances shall be placed upon the property or allowed to be placed upon the property by CYB. In the event such occurs, Legion or CYB shall immediately have such encumbrances removed.

B. All goods, chattels, fixtures, and other personal property belonging to Legion or CYB which are in or are put into the premises during said term shall at all times be bound with a lien in favor of City and shall be chargeable for all agreed to fees hereunder and fulfillment of all other covenants and agreements herein.

Should Legion or CYB vacate or abandon the premises and leave any goods or chattels in, upon, or about the premises for a period of more than sixty (60) days after such vacation or abandonment or after termination of this lease in any manner whatsoever, then Legion shall have the right to sell, after sixty (60) days written notice to CYB and the City, all or any part of the property at public or private sale and apply the proceeds of such sale first to the payment of all costs and expenses of conducting the same and caring for or storing the goods and chattels and second, to apply to the balance, if any, of any indebtedness due from CYB to Legion or the City.

21. NUISANCE:

Legion and CYB shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and municipal government, and of any and all of their departments and bureaus applicable to said premises.

22. IMMUNITY/GOVERNMENTAL CLAIMS ACT:

The City does not waive any right it may have to assert defenses available under the Governmental Claims Act, Wyoming Statutes Section 1-39-101, et seq., and the City specifically reserves the right to assert such defenses.

23. TAXES:

Currently, the premises are exempt from property taxes; however, in the event taxes are levied Legion and CYB shall annually show City the receipt of payment of any real estate taxes as soon as the taxes are paid.

24. NON-SMOKING PREMISES:

Casper Municipal Ordinance 8.16.010 et. Seq. shall be in effect and enforceable for the buildings on the premises which shall be considered to be a public place where smoking is prohibited.

25. INSPECTION:

Legion shall have the right to enter and inspect the premises at all reasonable times upon notice to CYB.

26. DISCRIMINATION:

CYB agrees it will not discriminate against any person in any manner because of race, color, religion, sex, national origin, or disability.

27. TIME OF ESSENCE:

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

28. BINDING EFFECT:

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

29. ENTIRE AGREEMENT:

Except for the Lease between Legion and the City which is referenced herein, this Sublease otherwise contains the entire agreement between the parties and it is agreed that Legion nor anyone acting on the behalf of Legion has made any statements, promise, or agreement, or taken upon itself any engagement whatever, verbally, or in writing, in conflict with the terms of this Sublease or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Legion shall be implied in addition to the obligations herein expressed. No modifications to this agreement may be made unless they are made in writing, signed by both parties, and approved by the City of Casper.

30. ASSIGNMENT:

CYB shall not assign, sell, sub-let, or otherwise transfer any interest in this sub-lease, the leased premises, or any improvement placed thereon without the prior written consent of Legion and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease Agreement this
15th day of JANUARY, 2015.

CASPER YOUTH BASEBALL:

BY: 
Cindy Garvin, President

CASPER LEGION BASEBALL, INC., A
WYOMING CORPORATION:

BY: 
David Shields, President

CONSENT TO ASSIGNMENT

The City of Casper, Wyoming, hereby consents to the above-stated Sublease between Casper Legion Baseball, Inc. and Casper Youth Baseball, pursuant to the terms and conditions contained therein.

Approved as to Form


City Attorney

City of Casper, Wyoming

By _____
Charlie Powell, Mayor

Attest:

City Clerk

RESOLUTION NO. 15-20

RESOLUTION CONSENTING TO THE SUBLEASE OF AN OFFICE IN THE MIKE LANSING FIELD CLUBHOUSE FROM LEGION BASEBALL, INC. TO CASPER YOUTH BASEBALL

WHEREAS, the City of Casper leased, on August 15, 2000, to Legion Baseball, Inc. a baseball field to be constructed at Crossroads Park, said field to be known as Mike Lansing Field; and,

WHEREAS, the baseball field has been constructed, as well as a clubhouse which is being used by Legion; and,

WHEREAS, Legion desires to sublease an office located within the clubhouse to Casper Youth Baseball, for which a sublease has been prepared; and,

WHEREAS, Legion may only sublease this property upon the written consent of the City; and,

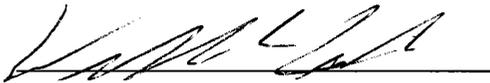
WHEREAS, the term of the sublease being proposed between Legion and Casper Youth Baseball is to terminate on November 14, 2015; and,

WHEREAS, the City finds that it should enter its written consent for the above-described sublease.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a consent to the sublease between Casper Legion Baseball, Inc. and Casper Youth Baseball, as set forth above.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

February 3, 2015

MEMO TO: John C. Patterson, City Manager
FROM: Andrew B. Beamer, P.E., Public Services Director
Jason Knopp, P.E., City Engineer
SUBJECT: Agreement with 71 Construction for the
Fort Caspar Pathway Project, No. 12-49

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction, Inc., for the Fort Caspar Pathway Project, No. 12-49, in the amount of \$1,237,066.25. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$100,000.00, for a total project amount of \$1,337,066.25.

Summary:

On Tuesday, January 13, 2015, three (3) bids were received from contractors for the Fort Caspar Pathway Project, No. 12-49. The project involves the installation of a box culvert under Wyoming Boulevard, including pathway development to connect the trail system on both sides of the roadway, retaining walls, lighting, and street scape enhancements. The bids -received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hedquist Construction, Inc.	Casper, Wyoming	\$989,983.00
71 Construction, Inc.	Casper, Wyoming	\$1,237,066.25
Grizzly Excavation and Construction, Inc.	Casper, Wyoming	\$1,873,295.00

The estimate prepared by Nelson Engineering was \$871,091.00.

Wy. Stat. Section 15-1-113 provides that: "If the contract is let for bid, the contract shall be let to the lowest bidder who shall be determined qualified and responsible in the sole discretion of the governing body."

In accordance with the contract documents, if the agreement is to be awarded, it will be to the lowest bidder who is determined qualified and responsible in the sole discretion and best interest of the City. Hedquist Construction, Inc (Hedquist) did not complete the last four City projects in a timely manner in accordance with the contract terms: Fairgrounds Roadway and Storm Sewer Improvements Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements Project 13-24; 2013 Arterial & Collector Street Reconstruction - West Project 13-08W; and the Zone II/III Water System Improvements Project 12-48.

All four projects resulted in settlement negotiations that included the assessment of liquidated

damages against Hedquist for failure to complete the work within the project timelines. The City went so far as to terminate the contract with Hedquist on the 2013 Arterial & Collector Street Reconstruction – West Project and made a claim with their bonding company. The bond claim was later withdrawn and contract reinstated after renewed mediation attempts were successful in reaching a resolution on the remaining work items and assessment of liquidated damages.

The Fort Caspar Project is time sensitive. Accordingly, staff recommends award of the contract to 71 Construction, Inc., as the lowest qualified and responsible bidder. Work is scheduled to be completed by July 1, 2015. Funding for this project will be from the following: \$358,000 from WYDOT's TAP program, \$150,000 from Natrona County, \$101,500 from 1%13, \$413,967 of 1%14 allocated to the Parkway Trust, and \$313,599 proposed from one time General Fund monies.

A resolution is prepared for Council's consideration.

**STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Revised January 7, 2015)**

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

WHEREAS, the City of Casper desires to carry out the **Fort Caspar Pathway Project, Project 12-49**, the work of which is generally described as the following:

The construction of a 120 foot long concrete box culvert pedestrian underpass beneath Wyoming Boulevard (including lighting and a drain system), a 93 foot x12 foot pedestrian bridge across Garden Creek (including abutments), approximately 3,750 linear feet of 10-foot-wide concrete pathway, 320 linear feet of concrete retaining wall, approximately 535 square yards of 8" thick concrete roadway, 430 linear feet of new standard concrete curb and gutter, and approximately 135 linear feet of soldier pile walls to serve as retaining structures, together with the installation of 785 linear feet of safety railing, 330 linear feet of guardrail, and 1 guardrail anchorage, the relocation of a sanitary sewer force main and sprinkler control valves (and associated piping), and the removal and replacement of approximately 400 linear feet of chain-link fence (including the installation of a new rolling gate); and,

WHEREAS, 71 Construction is able and willing to provide those services specified as the **Fort Caspar Pathway Project, Project 12-49**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **Fort Caspar Pathway Project, Project 12-49** hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by Nelson Engineering 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 Work shall commence on or about March 23, 2015.

- 3.2 Substantial Completion shall include all Work required to make the project operational for its intended use, including all paving and concrete work associated with the street, curb, and gutter.
- 3.3 The Work of the Base Project shall be substantially completed for the Base Project Contract Price by July 1, 2015, and fully completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions not later than July 22, 2015, and the Work of the Additive Alternate shall be substantially completed for the Additive Alternate Contract Price by September 1, 2015, and fully completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions not later than September 22, 2015. Final Completion shall include completion of all items set forth in the Bid Schedules for the Base Project and the Additive Alternate, respectively, as well as all associated ancillary work and clean-up.
- 3.4 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 3.3 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.3 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.3 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in paragraph 3.3 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.
- A. The Wyoming Department of Transportation has limited the restricted traffic flow along Wyoming Boulevard (WYO 385) to five weeks (35 calendar days). If the Contractor fails to complete the work associated with the underpass and complete all roadway work as to open WYO 385 to full traffic movement as approved by the Engineer and Wyoming Department of Transportation, the Contractor shall pay Owner One Thousand Dollars (\$1,000) as liquidated damages (but not as a penalty) for each day that expires after the time specified.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million Two Hundred Thirty-Seven Thousand Sixty-Six Dollars and Twenty-Five Cents (\$1,237,066.25), 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" (Bid Form, pages BF-1 through BF-4, and Bid Schedule, pages BS-1 through BS-4) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in the Special Provisions.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 *et seq.*, withheld percentages for Contracts exceeding 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 tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Addenda No. 1.
- 8.4 Pre-Bid Meeting Minutes.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.9 Technical Specifications.
- 8.10 Special Provisions.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Contract Drawings, consisting of 34 sheets, with each sheet bearing the following general title: **Fort Caspar Pathway Project**.
- 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.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2015.

APPROVED AS TO FORM:
(Fort Caspar Pathway Project, Project 12-49)

Walter Tremble

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____
V.H. McDonald

Title: City Clerk

CONTRACTOR:

71 Construction
P.O. Box 4600
Casper, Wyoming 82604

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Charlie Powell

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Revised January 7, 2015)

PROJECT IDENTIFICATION: **Fort Caspar Pathway Project, Project 12-49**

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, to commence work on or about March 23, 2015, to substantially complete all Work as specified or indicated in the Bidding Documents for the Base Project Contract Price by July 1, 2015, to fully complete and have ready for final payment all Base Project Work not later than July 22, 2015, to substantially complete all Work as specified or indicated in the Bidding Documents for the Additive Alternate Contract Price by September 1, 2015, to fully complete and have ready for final payment all Additive Alternate Project Work not later than September 22, 2015, in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. / Dated 1/7/15
 Addendum No. Dated

 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
- 5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BID, IN NUMERALS: \$ 2,319,784.00

TOTAL BID, IN WORDS: TWO MILLION, THREE HUNDRED
NINETEEN THOUSAND, SEVEN HUNDRED EIGHTY-NINE DOLLARS.
7 ZERO CENTS

- 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: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

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

Submitted on 1/13, 2015.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

WYOMING
(State of Incorporation or Organization)

By: *Steve Loftis* (seal)
Pres

(Title)

(Seal)

Attest: *Jenny Cardenas*

Business Address: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

Phone Number: (307) 235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
(Revised January 7, 2015)

Fort Caspar Pathway Project, Project 12-49

Bid Date: 1/13/15

COMPANY NAME: 71 CONSTRUCTION
ADDRESS: P.O. BOX 4600, CASPER WY 82404

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

Abbreviations:

- CY: Cubic Yards**
- EA: Each**
- LF: Linear Feet**
- LS: Lump Sum**
- SF: Square Feet**
- SY: Square Yards**
- TM: Time and Materials**
- TN: Ton**

BASE PROJECT (STATION 0+00 TO STATION 11+04)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Force Account Work	TM	1	\$10,000.00	\$10,000.00
2	Mobilization	LS	1	47,400.00	47,400.00
3	Traffic and Access Control Plan	LS	1	635.00	635.00
4	Temporary Traffic Control Measures	LS	1	101,000.00	101,000.00
5	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	1,500.00	1,500.00
6	Storm Water Control Measures	LS	1	12,000.00	12,000.00
7	Removal and Disposal of Structures & Obstructions, Asphalt Street Surfacing, 6" Estimated Thickness	SY	425	4.90	2,082.50
8	Removal /Disposal of Structures & Obstructions, Concrete Pavement, 6" Estimated Thickness	SY	170	6.30	1,071.00
9	Removal/Disposal of Structures & Obstructions, Concrete Curb & Gutter	LF	120	2.85	342.00
10	Clearing and Grubbing	LS	1	11,000.00	11,000.00
11	Strip, Stockpile, and Place Topsoil (1,145 LF, 16" Wide, 4" Depth)	CY	225	11.15	2,508.75
12	Scarify and Recompact (1,145 LF, 16" Wide, 6" Depth)	CY	340	20.10	7,034.00
13	Crushed Base (Pathway-- 1,145 LF, 12' Wide, 4" Depth)	CY	170	114.00	19,380.00
14	Crushed Base (Concrete Roadway)	CY	90	101.00	9,090.00
15	Plant Mix Bituminous Pavement	TN	17	183.00	3,111.00
16	New Curb and Gutter (to match existing)	LF	120	22.80	2,736.00
17	New Concrete Roadway (8" Depth)	SY	535	68.40	36,594.00
18	New ADA-compliant Concrete Handicap Ramp	EA	2	700.00	1,400.00
19	10" Wide Concrete Pathway (1,264 LF, 6" Depth)	SF	11,680	6.35	74,168.00
20	Sanitary Sewer Force Main Relocation, Complete (Approx. 451 LF, 6" Diameter, FPVC, Approx. 185 LF @ HDD, Approx. 266 LF @ Open Cut)	LS	1	95,000.00	95,000.00
21	Concrete Box Culvert Underpass, Complete (incl. Lighting & Drain System)	LS	1	510,600.00	510,600.00
22	Soldier Pile Retaining Walls, Exposed Face	SF	772	236.00	183,152.00
23	Safety Railing	LF	100	240.00	24,000.00
24	Pathway Signage	EA	1	315.00	315.00
25	Wood Bollards	EA	12	150.00	1,800.00
26	Pavement Markings	LS	1	2,500.00	2,500.00
27	Surface Restoration (Sod)	SY	4,850	10.30	49,955.00
	Total				1,237,066.25

Total, Base Bid (in words): ONE MILLION TWO HUNDRED THIRTY-SEVEN THOUSAND, SIXTY-SIX DOLLARS & TWENTY-FIVE CENTS

ADDITIVE ALTERNATE (STATION 11+04 TO STATION 36+82)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Force Account Work	TM	1	\$10,000.00	\$10,000.00
2	Mobilization	LS	1	33,200.00	33,200.00
3	Traffic and Access Control Plan	LS	1	635.00	635.00
4	Temporary Traffic Control Measures	LS	1	147,300.00	147,300.00
5	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	3,200.00	3,200.00
6	Storm Water Control Measures	LS	1	12,500.00	12,500.00
7	Temporary Fencing Installation and Maintenance (400 LF)	LS	1	3,540.00	3,540.00
8	Removal and Disposal of Structures & Obstructions, Concrete Driveways, 6" Estimated Thickness	SY	400	6.00	2,400.00
9	Removal/Disposal of Structures & Obstructions, Concrete Curb & Gutter	LF	350	2.85	997.50
10	Removal/Disposal of Structures & Obstructions, Guardrail	LF	330	3.80	1,254.00
11	Removal/Disposal of Structures & Obstructions, Catch Basins & Outlet Lines	EA	2	135.00	270.00
12	Removal and Disposal of Structures & Obstructions, Chain-link Fence	LF	400	2.50	1,000.00
13	Clearing and Grubbing	LS	1	30,250.00	30,250.00
14	Strip, Stockpile, and Place Topsoil (2,525 LF, 16" Wide, 4" Depth)	CY	495	11.25	5,568.75
15	Scarify and Recompact (2,525 LF, 16" Wide, 6" Depth)	CY	750	25.00	18,750.00
16	Crushed Base (Pathway-- 2,485 LF, 12' Wide, 4" Depth)	CY	365	116.00	42,340.00
17	New Curb and Gutter (to match existing)	LF	350	22.00	7,700.00
18	New Reinforced Concrete Driveways	EA	3	2,400.00	7,200.00
19	New Unreinforced Concrete Driveway	EA	1	5,000.00	5,000.00
20	10" Wide Concrete Pathway (2,485 LF, 6" Depth)	SF	24,850	6.35	157,797.50
21	Catch Basins (and Associated 15" Diameter HDPE Outlets)	EA	2	3,200.00	6,400.00
22	Concrete Retaining Walls, Footings	CY	78	560.00	43,680.00
23	Concrete Retaining Walls, Walls	CY	64	600.00	38,400.00
24	Concrete Retaining Walls, Permanent Shoring	SF	2,355	35.00	82,425.00
25	Safety Railing	LF	685	215.00	147,275.00
26	New Guardrail (Double-nested, W-Beam, with Steel Posts)	LF	330	82.00	27,060.00
27	New Guardrail Anchorages	EA	1	3,800.00	3,800.00
28	Pathway Signage	EA	2	315.00	630.00
29	Prefabricated Bridge (93'X12')	LS	1	132,500.00	132,500.00
30	Bridge Abutments, Pier Caps	CY	17	625.00	10,625.00
31	Bridge Abutments, Vertical Walls	CY	7	2,035.00	14,245.00
32	Bridge Abutments, Drilled Shafts	LF	306	130.00	39,780.00
33	Pavement Markings	LS	1	1,900.00	1,900.00

BS-3

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
34	Chain-link Fence	LF	380	33.00	12,540.00
35	Rolling Gate	LS	1	2,120.00	2,120.00
36	Wood Bollards	EA	70	150.00	10,500.00
	Total				\$1,080,722.75

Total, Additive Alternate Bid (in words): ONE MILLION, EIGHTY-TWO THOUSAND, SEVEN HUNDRED TWENTY-TWO DOLLARS & SEVENTY-FIVE CENTS

ENTIRE PROJECT (STATION 0+00 TO STATION 36+82)

DESCRIPTION	TOTAL COST
Base Project (Station 0+00 to Station 11+04)	\$1,237,046.25
Additive Alternate (Station 11+04 to Station 36+82)	1,080,722.75
Entire Project (Station 0+00 to Station 36+82)	\$2,319,769.00

Total, Entire Project Bid (in words): TWO MILLION, THREE HUNDRED NINETEEN THOUSAND, SEVEN HUNDRED EIGHTY-NINE DOLLARS & ZERO CENTS

RESOLUTION NO. 15-21

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71
CONSTRUCTION, FOR THE FORT CASPAR PATHWAY PROJECT.

WHEREAS, the City of Casper desires to install a 120 foot concrete box culvert pedestrian underpass beneath Wyoming Boulevard and associated concrete pathway; and,

WHEREAS, the City Council reviewed the documentation relating to Hedquist Construction, Inc. (Hedquist) failure to complete the last four City projects (Fairgrounds Roadway and Storm Sewer Improvements Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements Project 13-24; 2013 Arterial & Collector Street Reconstruction - West Project 13-08W; and the Zone II/III Water System Improvements Project 12-48) in a timely manner; and,

WHEREAS, all four projects resulted in settlement agreements in order to complete the respective projects and included the assessment of liquidated damages against Hedquist for failure to complete the work within the contractual deadlines; and,

WHEREAS, the Fort Caspar Pathway Project is time sensitive and Council has determined that Hedquist is not the lowest qualified and responsible bidder on this Project; and,

WHEREAS, 71 Construction, is able and willing to provide those services specified as the Fort Caspar Pathway Project, Number 12-49 and is determined to be the lowest qualified and responsible bidder for the Caspar Pathway 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 Twenty Thousand Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 71 Construction, for the Fort Caspar Pathway Project, in the amount of One Million Two Hundred Thirty-Seven Thousand Sixty-Six Dollars and Twenty-Five Cents (\$1,237,066.25).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Million Two Hundred Thirty-Seven Thousand Sixty-Six Dollars and Twenty-Five Cents (\$1,237,066.25), and One Hundred Thousand Dollars (\$100,000) for a construction contingency account, for a total project amount of One Million Three Hundred Thirty-Seven Thousand Sixty-Six Dollars and 25/100 (\$1,337,066.25).

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

other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:

Specially Appointed City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

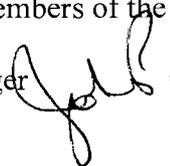
Charlie Powell
Mayor

January 27, 2015

MEMO TO: His Honor, the Mayor, and Members of the City Council

FROM: John C. Patterson, City Manager

SUBJECT: DDA Funding Agreement



Synopsis:

The City funds many agencies through the non-departmental accounts. These agencies perform great service to the community and leverage the City funds through volunteer hours and other funding sources. The dynamic Board of the Downtown Development Authority (DDA) has requested funding to provide operational assistance as they work to improve the downtown area.

Background:

The DDA is a high-functioning organization. The Board and Executive Director are vigorously pursuing projects and programs to vastly revitalize our downtown. Many volunteer hours are provided along with a passion beyond compare. The DDA Board asked Council for a two-year agreement funding \$100,000 per year to acquire additional staff to allow them to move several projects forward. A majority of Council gave a thumbs-up to this request.

Recommendation:

Approve the DDA funding agreement.

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered into this _____ day of February, 2015 by and between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David, Casper, Wyoming 82601 (“City”); and the Downtown Development Authority of Casper, 234 South David, Casper, Wyoming 82601 (“DDA”); the City and the DDA collectively referred to as the “Parties.”

RECITALS

WHEREAS, the DDA was established by the City of Casper, Wyoming, pursuant to W.S. § 15-9-201 *et seq.* and was created pursuant to Casper City Ordinance 4-88 § 2 in 1988; and

WHEREAS, pursuant to the above-referenced Wyoming Statutes, a city may exercise the powers specified therein, or may elect to create and establish a downtown development authority to carry out those powers; and

WHEREAS, by the creation of the DDA, the City of Casper has elected to delegate its powers under the above-referenced statutory provisions for the purposes thereof; and

WHEREAS, the DDA has requested Two Hundred Thousand Dollars (\$200,000.00) of funding from the City over a two (2) year period in order to add sufficient staff to the DDA to timely complete new economic development projects and for project promotions within the downtown development district boundaries; and

WHEREAS, the City finds that the DDA should be funded as requested, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto hereby agree by and between them as follows:

ARTICLE I: INCORPORATION OF RECITALS

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

ARTICLE II: TERM OF AGREEMENT

This Agreement shall be for two (2) annual terms, with the first annual term commencing on February 15, 2015 and terminating, and being of no further force or effect at midnight on February 16, 2016. The second annual term of this Agreement shall commence on February 16, 2016 and shall terminate, and be of no further force or effect between the parties at midnight on February 15, 2017.

ARTICLE III: SERVICES TO BE PROVIDED BY THE DDA

DDA hereby agrees to provide the following services to the City as part of its operations for and during each of the annual one (1) year terms of this Agreement:

1. The DDA shall, during each annual term of this agreement, use up to Ninety Thousand Dollars (\$90,000.00) of the funding for staffing of the DDA through employees or independent contractors in order to timely deliver new projects which are otherwise beyond the scope of the DDA's current sole employee.
2. The DDA shall use up to the sum of Ten Thousand Dollars (\$10,000.00) during each annual term of this agreement for project promotions in order to initiate and activate targeted projects by the DDA.
3. Any funds not used during any annual term or this Agreement as set forth above shall be refunded to the City on or before January 31st of each annual term of this Agreement.

ARTICLE IV: FUNDING

In consideration of and return of the services rendered to the City through the DDA, the City hereby agrees to fund the DDA the total sum of Two Hundred Thousand Dollars (\$200,000.00) over the entire term of this agreement, at the rate of One Hundred Thousand Dollars (\$100,000.00) for each annual term thereof. For purposes herein, the first annual term shall be from February 15, 2015 through midnight on February 15, 2016, with the second annual term commencing on February 16, 2016 through midnight of February 15, 2017.

The City agrees to pay to the DDA the sum of One Hundred Thousand Dollars (\$100,000.00) for the first term of this Agreement on or before February 15, 2015, upon receiving an invoice for said funding from the DDA prior to said date. The City agrees to pay the second installment of One Hundred Thousand Dollars (\$100,000.00) within the 30-day period prior to February 15, 2016, upon the City receiving an invoice therefore from the DDA at least 30 days prior to February 15, 2016.

ARTICLE V: ACCOUNTING AND AUDIT

The DDA shall provide to the Casper City Manager's Office, on or before January 31st at the end of each annual term of this Agreement, and at any other time as may be requested by the City, a complete and accurate report and audit of the expenditure of the funds advanced by the City under this Agreement.

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the DDA which relate to the services being provided by the

DDA under the terms of this Agreement for the purpose of making an audit or examination thereof.

ARTICLE VI: EQUAL EMPLOYMENT OPPORTUNITY

The DDA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The DDA 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 DDA 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 DDA shall state in all employment advertising that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

ARTICLE VII: INSURANCE AND INDEMNIFICATION

Prior to commencement of supplying its services under this Agreement, DDA shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the DDA 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 DDA's negligent operations in connection with the performance of this Agreement:

LIMITS

- | | | |
|----|-----------------------------------------------|-----------------------------------|
| A. | Workers' Compensation (if employees retained) | Statutory |
| B. | Comprehensive General Liability | \$500,000
combined single unit |

DDA shall provide City with certificates evidencing such insurance as outlined above **prior** to commencement of its services under this Agreement. **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.

In addition, upon request by the City, DDA shall provide City with copies of insurance policies and/or policy endorsements listing the City, its officers, officials, employees, and volunteers as an additional insureds which endorsement shall be primary and non-contributing

with other insurance. City's failure to request or review such insurance certificates or policies shall not affect City's rights or DDA's obligations hereunder.

DDA 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 it arising from its operations, including, but not limited to civil rights liabilities, damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto.

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 DDA 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.

The DDA 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. In the event the DDA has higher limits than the requirements set forth herein, the City is entitled to the benefit of the higher limits.

ARTICLE VIII: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of their principals hereby state that they have requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

This Agreement shall constitute the entire understanding and agreement of the parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

This Agreement may be executed in more than one copy, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

The DDA shall not assign or otherwise sub-contract its duties and responsibilities for managing the funding as set forth in this Agreement without the prior written consent of the City.

The terms and conditions of this Agreement shall be binding upon the parties hereto, and their respective assigns and successors.

This Agreement shall be governed by the laws of the State of Wyoming. The DDA shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments.

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.

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.

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

Approved as to form:


City Attorney

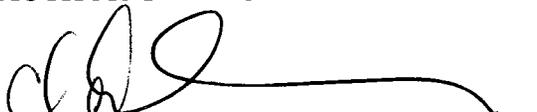
THE CITY OF CASPER, WYOMING,
A Municipal Corporation:

Charlie Powell, Mayor

Attest:

City Clerk

THE DOWNTOWN DEVELOPMENT
AUTHORITY OF CASPER:



Charles Walsh, Chairman

RESOLUTION NO. 15-22

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE CASPER DOWNTOWN DEVELOPMENT AUTHORITY.

WHEREAS, the Casper Downtown Development Authority (DDA) was established by the City of Casper, Wyoming, pursuant to W.S. § 15-9-201 *et seq.* and was created pursuant to Casper City Ordinance 4-88 § 2 in 1988; and,

WHEREAS, pursuant to the above-referenced Wyoming Statutes, a city may exercise the powers specified therein, or may elect to create and establish a downtown development authority to carry out those powers; and,

WHEREAS, by the creation of the DDA, the City of Casper has elected to delegate its powers under the above-referenced statutory provisions for the purposes thereof; and,

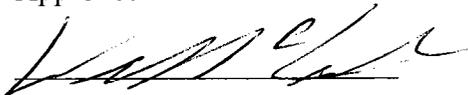
WHEREAS, the DDA has requested Two Hundred Thousand Dollars (\$200,000.00) of funding from the City over a two (2) year period in order to add sufficient staff to the DDA to timely complete new economic development projects and for project promotions within the downtown development district boundaries; and,

WHEREAS, the City finds that the DDA should be funded as requested, pursuant to the terms and conditions of a Funding Agreement between the City and the DDA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a Funding Agreement with the Casper Downtown Development Authority for its funding as provided by the terms and conditions of said agreement.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

Approved as to Form:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

January 15, 2015

MEMO TO: His Honor, The Mayor, and Members of City Council

FROM: John C. Patterson, City Manager
Tanya Johnson, Executive Assistant to City Manager



SUBJECT: Civil Service Commission Reappointment

Recommendation:

That Council, by minute action, authorize the reappointment of Debra Moerke to the Civil Service Commission for an additional term.

Summary:

Debra Moerke was initially appointed to a three (3) year term on the Civil Service Commission in January 2009. Her first term expired December 31, 2014. She is eligible for reappointment and desires to serve a second term. This new term is effective beginning January 2015 and ending December 31, 2017.

January 21, 2015

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Assistant City Manager 
SUBJECT: Annual Financial Interest Disclosure Requirement

Recommendation:

That Council, by minute action, acknowledge the receipt of the 2015 Financial Interest Disclosures completed by City Council and City staff.

Summary:

Wyoming Statute No. 6-5-118 states:

- No public officer or public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefits from, or have any financial interest in, any entity, other than a governmental entity, unless he has disclosed the benefit or interest in writing to the body which he is a member or entity for which he is working.
- Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings.
- The public officer or public servant shall make the written disclosure prior to investing any public funds in any entity, other than a government entity, which provides any service related to investment of funds by that same unit of government; or has a financial interest in any security or other investment made by that unit of government.

Additionally:

- A financial interest in any institution dealing with the City's funds can include, but is not limited to: an investment, a checking account, a savings account and ownership of land or building which the financial institution uses to conduct business.
- The statute requires disclosure of a financial interest, but does not indicate that specifics of the interest be disclosed. This means that while a person must state they have an interest, they do not have to say what that interest is. Therefore, if an individual or a person has a checking account in a bank the City does business with, an individual or a person must only indicate an individual interest in the bank, but need not state whether such interest is a checking account or how much is in the account.
- For purposes of this statute, a "pecuniary benefit" is defined as a benefit in the form of property, including benefits in the form of transportation and lodging, but does not include: a) property with a value of less than twenty dollars; b) food or drink or entertainment authorized as a proper deductible expense for income tax purposes under the United States IRS Code up to an amount of one hundred dollars per year; and, c) contributions to a political campaign of a public servant as provided in W.S. 22-25-102.

- As used in this statute, “personal business” means any activity that is not a governmental function. A “government function” is defined as any activity for which a public servant is authorized to undertake on behalf of a government.

To meet this requirement, all Councilmembers as well as three City staff members were provided an Interest Disclosure Form to complete. City staff included the following: John C. Patterson, City Manager; V.H. McDonald, Assistant City Manager; and Linda Carlson, Finance Division Manager.

All Financial Interest Disclosure forms have been received.