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REGULAR COUNCIL MEETING

Tuesday, February 17, 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 Clearly State Your Name and Address.
  - Clearly State Your Name and Address.
  - Please Keep Your Remarks Pertinent to the Issue Being Considered by the City Council or the Issue You are Presenting.
  - 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. The City Council Understands Your Passion and Conviction for the Issue you are Speaking Upon. However, the City Council Urges You to Speak with Civility and Decorum.
  - The City Council Will Not Respond to Any Comments Made By Speakers Concerning Personnel Matters Related to City Employees. Any Such Comments will be Referred to the City Manager.
  - Questions Posed by Speakers May, or May Not be Responded to by Council Members.
  - Willful Disruption of, or the Breach of the Peace at a Council Meeting by any Individual or Group of Individuals may Result in the Removal of any Such Individual or Group from the Council Chambers.  
(These Guidelines Are Also Posted at the Podium in the Council Chambers)

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 3, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 11, 2015
4. CONSIDERATION OF BILLS AND CLAIMS
5. ESTABLISH DATE OF PUBLIC HEARINGS
  - A. Consent
    1. Establish March 3, 2015, as Public Hearing Date for Consideration of:
      - a. **Plat** of a Portion of SW1/4 and the SE1/4NW1/4, Section 13, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to Create the **Cambridge Addition**, and an **Accompanying PUD Site Plan**, Located to the North of the SE Wyoming Boulevard and Country Club Road Intersection.
      - b. Amendment to the **Casper Municipal Code Section 17.12.240 E**, Pertaining to **Voting by a Majority of the Planning and Zoning Commission** with Regard to the Approval of Conditional Use Permits.
      - c. Proposed **Amendments** to the **FY 2013/2014 and FY 2014/2015 Annual Action Plans** for the Use of **Community Development Block Grant Funds** From the U.S. Department of Housing and Urban Development.
    2. Establish March 17, 2015, as Public Hearing Date for Consideration of:
      - a. **Trade of Real Property** between **East Elkhorn Ranch, LLC; Casper Redevelopment Company, LLC;** and the City of Casper, Wyoming.
      - b. Transfer of Ownership of a **Retail Liquor License**, from **Safeway Stores 46 Inc.**, to **Ridley's Family Markets Inc.**, d.b.a. **Ridley's Family Markets**, Located at 1375 CY Avenue.

6. PUBLIC HEARINGS

A. Resolution

1. Consideration of Fiscal Year 2015 **Budget Adjustments**.

B. Minute Action

1. Transfer of a **Retail Liquor License**, from **Safeway Stores 46 Inc.**, to **Ridley's Family Markets Inc.**, d.b.a. **Ridley's Family Markets**, Located at 1375 CY Avenue.
  - a. By Minute Action, Cancel Public Hearing.
2. Issuance of a Restaurant Liquor License, for **Energy Catering** d.b.a. **Flat Iron Catering** Located at 3400 East 2<sup>nd</sup> Street.
3. **Annual Renewal of Liquor Licenses** for the License Year April 1, 2015 through March 31, 2016.

7. THIRD 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.

8. RESOLUTIONS

A. Authorizing Agreement with **River Works Inc.**, in the Amount of \$1,300,000, for the **Morad Park North Platte River Restoration Project**.

1. Cheryl Haralson
2. Ben Barnum
3. Tina Krueger
4. Nathan Jean
5. Tom Swanson
6. Cary Brus

B. Consent

1. Authorizing Council to Set the **Public Fee Charged** by the **Casper Police Department** for **Fingerprinting** at Eight Dollars (\$8.00).

8. RESOLUTIONS (continued)

B. Consent

2. Authorizing a Contract with Qwest Corporation d.b.a **Centurylink**, to Provide Two (2) **ISDN PRS Voice/Data Lines**.
3. Authorizing the Mayor to Sign, Applications for the Annexation of a 6.72 Acre Parcel, a Plat, and Zone Change, to Create the Proposed **Begonia Bluffs Addition** to the City of Casper.
4. Authorizing Agreement with **Knife River, Inc.**, in the Amount of \$345,000, for the **Compost Yard Improvements Project**.
5. Authorizing Grant Agreement with **Wyoming Department of Transportation** in the Amount of \$208,313, for a **Transportation Alternatives Program (TAP) Grant** for ADA Ramps Sidewalks and School Zone Flashers for Casper Area Schools.
6. Authorizing Agreement with **Recykling Industrial Repairs**, in the Total Amount of \$130,080, for Assembly of the **North Baler**.
7. Authorizing Agreement with **Haselden Wyoming Constructors, LLC**, in the Amount of \$240,285, and a Deduct Change Order in the Amount of \$125,285, and a Contingency Amount of \$5,000, for a Total Amount of \$120,000, for the **Ice Arena Rubber Flooring Project**.
8. Authorizing Agreement with **Long Mechanical Solutions**, in the Amount of \$23,714, for the **City Hall HVAC Network Upgrades Project**.
9. Authorizing Agreement with **WWC Engineering**, in the Amount of \$153,000, for the **15<sup>th</sup> Street and Elm Street Improvements Project**.

9. COMMUNICATIONS

A. From Persons Present

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

11. ADJOURNMENT

Upcoming Council Meetings:

**Council meetings**

6:00 p.m. Tuesday, March 3, 2015 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, February 24, 2015 – Council Meeting Room

7:00 a.m. Friday, February 27, 2015 – Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
February 3, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, February 3, 2015. Present: Councilmen Cathey, Hedquist, Hopkins, Johnson, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell, with assistance from a young member of the audience, led the Pledge of Allegiance.

Moved by Councilman Mundell, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the January 20, 2015, regular Council meeting, as published in the Casper-Star Tribune on January 31, 2015. Motion passed.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, approve payment of the February 3, 2015, bills and claims, as audited by City Manager Patterson. Motion passed.

Bills & Claims  
02/03/2015

A Buth	Reimb	\$341.93
AdvancedThermalSolutions	Services	\$1,882.36
Airgas	Goods	\$323.86
AMBI	Services	\$610.55
AmericanEagleCleaning	Services	\$2,150.00
Amerigas	Goods	\$2,421.24
AquaSmrt	Goods	\$83,160.00
Arcadis	Services	\$545.23
ASveda	Reimb	\$90.00
AtlanticElec	Services	\$980.00
AudieJeansPhotography	Services	\$1,050.00
B Baker	Refund	\$40.80
B Brown	Services	\$1,124.95
B Spiva	Refund	\$72.92
B Steinke	Reimb	\$93.00
BankOfAmerica	Goods	\$231,578.89
Bentz'sTownPump	Goods	\$8,259.20
Brenntag	Goods	\$11,983.63
C Dimick	Refund	\$57.69
C Lee	Refund	\$33.91
C Powell	Reimb	\$223.11
CarolinaSoftware	Services	\$700.00
CasperHousingAuth	Projects	\$14,396.17
CasperRedevelopmentCmpy	Services	\$1,658.50
CATC	Funding	\$14,260.00
Centurylink	Services	\$1,475.75
ChamberofCommerce	Goods	\$11,250.00

Charter	Services	\$450.00
CharterCommunications	Services	\$491.30
CommTech	Goods	\$1,013.90
Comtronix	Services	\$356.85
CowdinCleaning	Services	\$40.00
CrimeSceneInfo	Services	\$86.25
D Amend-Noel	Refund	\$1,385.76
D Koon	Refund	\$10.94
D Ruiz	Services	\$65.00
D&HWelding	Services	\$7,519.35
DavidsonFixedIncome	Services	\$6,928.50
DesertMtn	Goods	\$43,918.21
DoubleDWelding	Services	\$320.00
DowneyDrilling	Services	\$138,518.60
DPCIndustries	Goods	\$5,574.72
EcolabPest	Services	\$274.79
EJacobs	Reimb	\$75.00
EnvironmentalCivilSolutions	Services	\$919.28
EventBooking	Services	\$3,300.00
ExprsGarageDr	Services	\$75.00
FirstData	Services	\$4,715.04
FirstInterstateBank	Services	\$415.69
FoodSvcsOfAmerica	Goods	\$1,685.18
FremontMotorCasper,Inc	Goods	\$78,480.04
FrontierWelding	Services	\$400.00
FutureProductions	Services	\$2,000.00
G Schenfisch	Services	\$54.00
GolderAssociates	Services	\$9,177.73
GSGArchitecture	Services	\$21,368.06
H Wendt	Refund	\$17.53
Hach	Goods	\$1,069.51
HDR Engineering	Projects	\$2,042.18
HewlettPackard	Goods	\$125.00
HighCountryConstruction	Projects	\$58,582.15
Homax	Goods	\$77,173.75
HusseySeating	Goods	\$11,010.00
Installation&Svc	Projects	\$623.00
ITCElec	Services	\$234.90
J Clark	Reimb	\$1,107.92
JCKirk	Reimb	\$58.01
JKCEngineering	Services	\$4,365.00
JSchall	Reimb	\$75.00
JTiller	Reimb	\$548.09
K Kraft	Reimb	\$45.00
K Litwiller	Refund	\$75.00
K Lowe	Refund	\$5.51

K Suba	Reimb	\$40.94
KCWY-TV	Services	\$297.50
KellySvcs	Services	\$557.79
KgwcTv	Services	\$504.00
KTWO-TV	Services	\$960.00
KubwaterResources	Goods	\$9,678.02
L Rakisits	Reimb	\$1,041.28
L Weston	Refund	\$35.89
LaborReady	Services	\$371.80
LarmarAdvertising	Services	\$1,350.00
Lillard&Clark	Projects	\$48,419.00
M Bratvold	Reimb	\$140.61
M Cridlebaugh	Refund	\$43.73
Manpower	Services	\$226.88
Microsoft	Services	\$2,007.71
MMacDonald	Reimb	\$50.31
NC Clerk	Services	\$846.00
NCSheriffsOffice	Funding	\$15,000.00
NevesUniforms	Goods	\$1,115.03
NordicSound	Goods	\$38,063.00
OhlsonLavoie	Services	\$575.00
OneCallofWy	Services	\$343.50
P Niper	Reimb	\$109.00
PhippsConst	Projects	\$11,480.00
PorterMuirhead	Services	\$25,887.00
QqestSoftware	Services	\$9,258.93
R Bjorklund	Refund	\$736.15
R Peterson	Reimb	\$75.00
R Sheehan	Reimb	\$15.18
RockyMtnPower	Services	\$54,255.83
S Miller	Refund	\$38.30
S Pearson	Refund	\$11.02
SamParsonsUpholstery	Services	\$105.00
SBaxter	Reimb	\$90.00
Serpentix	Services	\$2,027.50
SheetMetalSpec	Goods	\$297.33
Smarsh	Services	\$1,991.50
SnowMachines	Goods	\$2,183.16
SourceGas	Services	\$68,212.16
StantecConsultingSvcsInc	Projects	\$50,933.89
StarLineFeeds	Goods	\$530.00
StellarProgramming	Services	\$6,050.00
SweetTreats	Goods	\$45.00
SyscoFoodSvcs	Goods	\$2,772.86
T Dach	Reimb	\$64.99
T Gollnick	Reimb	\$140.39

T Roberts	Refund	\$51.83
T Stewart	Refund	\$54.76
Tweed's Wholesale	Goods	\$46.46
UrgentCare	Services	\$4,597.00
UvDoctorLamps	Goods	\$29,488.00
UW Tech Trnsfr	Services	\$180.00
Velocity Constructors	Services	\$26,010.00
Venture Technologies	Goods	\$1,748.00
Verizon	Services	\$3,862.28
Vision Service Plan	Services	\$1,337.54
Visits	Services	\$163.07
Wardwell Water & Sewer	Services	\$15.92
WERCSC Communications	Services	\$1,527.50
Western Medical	Services	\$30,415.00
Western Water Consult	Services	\$8,394.70
Williams Porter Day	Services	\$780.00
Worldwash	Services	\$1,385.00
Worthington Lenhart & Carpenter	Services	\$7,685.51
Wy Assoc Municipalities	Services	\$485.00
Wy Dept Agriculture	Services	\$25.00
WYDOT	Services	\$25,723.04
WY Fox Tv	Services	\$500.00
Wy Machinery	Goods	\$157,236.92
Wy Water Dev Commission	Services	\$9,750.00
WYWtr Qlty	Goods	\$330.00
Youth Crisis Center	Funding	\$5,009.17
Z Szekely	Services	\$715.70
		\$1,554,036.01

Moved by Councilman Cathey, seconded by Councilman Sandoval, to, by minute action, establish February 17, 2015, as the Public Hearing Date for the Consideration of the Consideration of the Issuance of a Restaurant Liquor License #30, for Energy Catering d.b.a. Flat Iron Catering Located at 3400 East 2<sup>nd</sup> Street. Motion passed.

Councilman Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilman Mundell. Motion passed.

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.

Councilman Sandoval moved to reconsider the resolution for approving the Casper Event Center Scoreboard upgrade project. Seconded by Councilman Johnson. Motion passed.

The following resolution read:

RESOLUTION NO. 15-23  
A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH DAKTRONICS, INC., FOR THE CASPER  
EVENTS CENTER SCOREBOARD & ELECTRONIC  
DISPLAY UPGRADES, PROJECT 14-59.

Councilman Hopkins then presented the foregoing resolution for adoption. Seconded by Councilman Johnson. Discussion from Councilman Mundell explaining the funding source for this item is consensus funding. Motion passed.

City Attorney Luben recused himself from the discussion and left the room. Rick Koehmstedt of Schwartz, Bon, Walker, & Studer, LLC., came forward on behalf of Judy Studer, as the representing attorney for the City of Casper.

The following resolution read:

RESOLUTION NO. 15-21  
A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH 71 CONSTRUCTION, FOR THE FORT CASPAR  
PATHWAY PROJECT.

Councilman Sandoval presented the foregoing resolution as set forth in the Council packet, along with the findings set forth therein, for awarding a contract to 71 Construction as the lowest qualified responsible bidder for the Fort Caspar Pathway Project. Seconded by Councilman Schlager.

City Manager Patterson provided a brief report.

Michael Lansing, Attorney for Councilman Hedquist, addressed City Council regarding the selection of the lowest qualified responsible bidder for this project.

Resolution passed with findings set forth wherein. Councilman Hedquist abstained from voting.

City Attorney Luben returned to the meeting.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-13  
RESOLUTION AUTHORIZING THE RELEASE OF A  
MORTGAGE DEED.

RESOLUTION NO. 15-14  
A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH CPS DISTRIBUTORS, INC., FOR THE  
ATHLETICS CENTRAL CONTROLLED IRRIGATION  
PROJECT.

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.

RESOLUTION NO. 15-16

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

RESOLUTION NO. 15-17

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

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.

RESOLUTION NO. 15-19

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

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.

RESOLUTION NO. 15-22

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

Councilman Mundell presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Hopkins. All Motions passed. Councilman Hedquist abstained on Resolution No. 15-22 and 15-20 and Councilmen Cathey voted nay on Resolution No. 15-22.

The following minute action items were considered, by consent agenda:

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.

Moved by Councilman Sandoval seconded by Councilman Johnson, to, by consent authorize the foregoing two (2) minute action items. Motion passed.

Individuals addressing Council were: Jeff Porambo, 3298 Salt Creek Highway, regarding Council's responsive to citizens; Dennis Steensland, 533 South Washington Street, regarding sole source purchase and comments of public officials in newspaper article; Debra Cheatham, 120 East 15<sup>th</sup> Street, regarding availability of Council Work Session audio/video; Charles Walsh, 136 South Walsh, thanking Council for funding approval; Keith Goodenough, 120 East 15<sup>th</sup> Street, regarding Council's responsibility to ensure legitimate access to records; Pat Sweeney, 123 West "E" Street, request to consider waste water treatment plant when considering excess 1% spending as well as seek citizen input; and Woody Giles, 290 East Magnolia, regarding expenditures to create or maintain land value.

Mayor Powell provided reassuring comments about the current situation of the waste water treatment plant and indicated funding is already being built into the rate base.

Mayor Powell spoke about the Strategic Planning meeting Council attended over the last two days. A great deal was accomplished and his hopeful for a stellar year of accomplishing a lot together. City Manager Patterson thanked Council for their attendance and participation.

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m. Tuesday, February 10, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, February 17, 2015, in the Council Chambers.

Moved by Councilman Sandoval, seconded by Councilman Pacheco, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:40 p.m.

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

## 71 CONSTRUCTION, INC.

62153C EZ STREET BULK  
61902C EZ STREET BULK

\$236.60  
\$280.00  
**\$516.60 Subtotal for Dept. Streets**  
**\$516.60 Subtotal for Vendor**

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

15-01-293 POSTAGE

\$13.68  
**\$13.68 Subtotal for Dept. Balefill**

15-01-292 POSTAGE

\$6.84  
**\$6.84 Subtotal for Dept. City Attorney**

15-01-294 POSTAGE

\$25.85  
**\$25.85 Subtotal for Dept. City Manager**

14-11-190 POSTAGE

\$2.77  
\$1.71  
**\$4.48 Subtotal for Dept. Council**

15-01-303 POSTAGE

15-01-295 POSTAGE

\$54.33  
**\$54.33 Subtotal for Dept. Engineering**

15-01-297 POSTAGE

\$1,822.74  
\$294.18  
**\$2,116.92 Subtotal for Dept. Finance**

14-11-409 POSTAGE

15-01-298 POSTAGE

\$20.03  
**\$20.03 Subtotal for Dept. Fire**

14-12-586 POSTAGE

\$59.17  
**\$59.17 Subtotal for Dept. Municipal Court**

15-01-310 POSTAGE

15-01-310 POSTAGE

\$40.15  
\$13.39  
**\$53.54 Subtotal for Dept. Recreation**

15-01-312 POSTAGE

\$19.26  
**\$19.26 Subtotal for Dept. Refuse Collection**  
**\$2,374.10 Subtotal for Vendor**

## AAA LANDSCAPING

7341 WEED CONTRACTOR

\$66.49  
**\$66.49 Subtotal for Dept. Code Enforcement**  
**\$66.49 Subtotal for Vendor**

## AAKER SIGNS & DESIGNS

14-3044 VEHICLE GRAPHICS

\$2,354.73  
**\$2,354.73 Subtotal for Dept. Police Dept**  
**\$2,354.73 Subtotal for Vendor**

## AIRGAS INTERMOUNTAIN, INC.

9916501696 WELDING SUPPLIES

9035207430 TRACTION DEVICES/SWDF/SAFETY

9035342735 GLOVES/SWDF/SAFETY

\$110.20  
\$115.50  
\$235.20  
**\$460.90 Subtotal for Dept. Balefill**

9916501696 WELDING SUPPLIES

\$110.20  
**\$110.20 Subtotal for Dept. Refuse Collection**

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

**\$571.10** Subtotal for Vendor

## ALEX SVEDA

RIN0024970 TRAVEL REIMBURSEMENT

\$36.50

**\$36.50** Subtotal for Dept. Engineering

**\$36.50** Subtotal for Vendor

## AMERIGAS - CASPER

3036928183 EQUIPMENT BUILDING HEATING

\$1,865.71

3036974044 EQUIPMENT BUILDING HEATING

\$1,263.19

**\$3,128.90** Subtotal for Dept. Balefill

65178824 PROPANE

\$76.94

62843183 PROPANE

\$62.88

64537908 PROPANE

\$46.61

64939666 PROPANE

\$64.36

64739218 PROPANE

\$66.22

**\$317.01** Subtotal for Dept. Casper Events Center

**\$3,445.91** Subtotal for Vendor

## ANDREW NELSON

RIN0024960 REIMBURSEMENT

\$294.09

RIN0024960 REIMBURSEMENT

\$30.91

**\$325.00** Subtotal for Dept. Metropolitan Planning

**\$325.00** Subtotal for Vendor

## ARROWHEAD, INC.

5017 REPAIRS

\$243.72

4965 HVAC MAINTENANCE

\$180.00

5002 HVAC MAINTENANCE

\$180.00

**\$603.72** Subtotal for Dept. Balefill

**\$603.72** Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

5632 REPAIRS

\$2,058.48

**\$2,058.48** Subtotal for Dept. Balefill

5595 2013-14 LUMINAIRE SERVICES

\$560.00

**\$560.00** Subtotal for Dept. Traffic

**\$2,618.48** Subtotal for Vendor

## AUDIE JEANS PHOTOGRAPHY (EAK INC.)

11413 COUNCIL PHOTOS

\$50.00

**\$50.00** Subtotal for Dept. Council

**\$50.00** Subtotal for Vendor

## BARGREEN ELLINGSON/ KNAPP SUPPLY

007025935 SENIOR CTR CONVECTION OVENS

\$13,281.00

**\$13,281.00** Subtotal for Dept. Perpetual Care

**\$13,281.00** Subtotal for Vendor

## BENJAMIN MATTILA

434271 CLOTHING REIMBURSEMENT

\$156.73

**\$156.73** Subtotal for Dept. Police

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

**\$156.73** Subtotal for Vendor

## BENTZ'S TOWN PUMP

RIN0024952 JAN 2015 OUTSIDE FUEL PURCHASE

\$1,235.87

**\$1,235.87** Subtotal for Dept. Garage

**\$1,235.87** Subtotal for Vendor

## BONHAM,HAYLI

0023699991 REFUND

\$45.79

**\$45.79** Subtotal for Dept. Water

**\$45.79** Subtotal for Vendor

## BRANDON VANDERPOL

RIN0024968 REFUND

\$37.13

**\$37.13** Subtotal for Dept. Water

**\$37.13** Subtotal for Vendor

## BRODY ALLEN

WWC2285 TUITION REIMBURSEMENT

\$93.00

**\$93.00** Subtotal for Dept. Sewer

**\$93.00** Subtotal for Vendor

## BULLWHIP CATERING

12-14-1514 '14 EMPLOYEE RECOGN LUNCHEON

\$2,673.75

**\$2,673.75** Subtotal for Dept. Human Resources

**\$2,673.75** Subtotal for Vendor

## BURNS & MCDONNELL ENGINEERING CO., INC.

78385-8 WWTP CENTRIFUGE INSTALLATION

\$2,878.36

78807-8 WWTP PLC REPLACEMENTS

\$996.00

**\$3,874.36** Subtotal for Dept. Waste Water

**\$3,874.36** Subtotal for Vendor

## CARPET ONE COMMERCIAL FLOORING

CG504616 LIFESTPS BLDG C CPT REPLACEMNT

\$800.00

**\$800.00** Subtotal for Dept. CDBG

**\$800.00** Subtotal for Vendor

## CASELLE, INC.

62628 CONTRACT SUPPORT/MAINT FEB15

\$125.00

63264 CONTRACT SUPPORT/MAINT MAR15

\$125.00

**\$250.00** Subtotal for Dept. Finance

**\$250.00** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

RIN0024908 DEC 14 CITY BUS EXPENSES

\$50,071.00

RIN0024906 DEC 14 CITY CATC 1% EXPENSES

\$2,922.00

RIN0024904 DEC 14 FTA CATC EXPENSES

\$45,436.00

RIN0024905 DEC 14 CITY CATC EXPENSES

\$37,843.00

RIN0024907 DEC 14 FTA THE BUS EXPENSES

\$60,983.00

RIN0024909 DEC 14 CITY THE BUS 1% EXPENSE

\$16,461.00

**\$213,716.00** Subtotal for Dept. C.A.T.C.

**\$213,716.00** Subtotal for Vendor

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

## CASPER DOWNTOWN DEVELOPMENT AUTHORITY

014638 ELECTRICAL OVERAGE BATHROOMS

\$172.41

**\$172.41** Subtotal for Dept. Planning

RIN0024962 FUNDING

\$100,000.00

**\$100,000.00** Subtotal for Dept. Special Reserves

**\$100,172.41** Subtotal for Vendor

## CDW GOVERNMENT, INC.

RW82118 CITRIX SOFTWARE FOR CRR-FIRE

\$1,366.75

**\$1,366.75** Subtotal for Dept. Fire

**\$1,366.75** Subtotal for Vendor

## CENTRAL WY. REGIONAL WATER

123768 JAN15 SYSTEM INVESTMENT FEES

\$11,598.00

123791 JAN15 WHOLESALE WATER

\$244,456.20

**\$256,054.20** Subtotal for Dept. Water

**\$256,054.20** Subtotal for Vendor

## CENTURYLINK

RIN0024890 PHONE USE

\$37.55

RIN0024889 PHONE USE

\$74.94

RIN0024891 PHONE USE

\$74.62

RIN0024888 PHONE USE

\$111.93

**\$299.04** Subtotal for Dept. Balefill

RIN0024901 PHONE USE

\$38.95

RIN0024934 PHONE USE

\$126.50

RIN0024934 PHONE USE

\$37.55

RIN0024934 PHONE USE

\$337.95

**\$540.95** Subtotal for Dept. Casper Events Center

RIN0024945 PHONE USE

\$39.42

**\$39.42** Subtotal for Dept. Cemetery

RIN0024945 PHONE USE

\$75.10

**\$75.10** Subtotal for Dept. City Hall

RIN0024934 PHONE USE

\$65.28

**\$65.28** Subtotal for Dept. Code Enforcement

RIN0024934 PHONE USE

\$83.64

RIN0024934 PHONE USE

\$37.55

RIN0024934 PHONE USE

\$61.20

RIN0024934 PHONE USE

\$301.63

RIN0024934 PHONE USE

\$169.65

RIN0024934 PHONE USE

\$37.55

RIN0024934 PHONE USE

\$23.30

RIN0024934 PHONE USE

\$61.20

RIN0024934 PHONE USE

\$301.63

RIN0024911 PHONE USE

\$23.31

RIN0024934 PHONE USE

\$206.77

RIN0024934 PHONE USE

\$61.20

RIN0024911 PHONE USE

\$498.08

RIN0024911 PHONE USE

\$10,331.84

RIN0024934 PHONE USE

\$64.96

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

RIN0024934	PHONE USE	\$65.28	
RIN0024934	PHONE USE	\$83.64	
		<b>\$12,412.43</b>	<b>Subtotal for Dept. Communications Center</b>
AP00005702061514	PHONE BILL	\$3,348.02	
AP00014302061514	PHONE USE	\$751.36	
AP00013202061514	PHONE USE	\$1,665.61	
		<b>\$5,764.99</b>	<b>Subtotal for Dept. Finance</b>
RIN0024934	PHONE USE	\$37.55	
RIN0024934	PHONE USE	\$37.55	
RIN0024934	PHONE USE	\$65.28	
RIN0024934	PHONE USE	\$65.28	
RIN0024934	PHONE USE	\$37.55	
RIN0024934	PHONE USE	\$75.10	
RIN0024934	PHONE USE	\$65.28	
RIN0024911	PHONE USE	\$136.66	
RIN0024934	PHONE USE	\$74.46	
RIN0024934	PHONE USE	\$37.55	
RIN0024934	PHONE USE	\$65.28	
		<b>\$697.54</b>	<b>Subtotal for Dept. Fire</b>
RIN0024934	PHONE USE	\$37.55	
RIN0024934	PHONE USE	\$63.24	
		<b>\$100.79</b>	<b>Subtotal for Dept. Garage</b>
RIN0024934	PHONE USE	\$43.37	
		<b>\$43.37</b>	<b>Subtotal for Dept. Golf Course</b>
RIN0024934	PHONE USE	\$37.55	
		<b>\$37.55</b>	<b>Subtotal for Dept. Human Resources</b>
RIN0024934	PHONE USE	\$65.28	
RIN0024934	PHONE USE	\$80.20	
		<b>\$145.48</b>	<b>Subtotal for Dept. Parking</b>
RIN0024934	PHONE USE	\$122.40	
RIN0024934	PHONE USE	\$42.36	
		<b>\$164.76</b>	<b>Subtotal for Dept. Parks</b>
RIN0024911	PHONE USE	\$29.05	
RIN0024934	PHONE USE	\$37.55	
RIN0024934	PHONE USE	\$63.24	
RIN0024934	PHONE USE	\$65.28	
RIN0024934	PHONE USE	\$22.94	
RIN0024934	PHONE USE	\$38.30	
		<b>\$256.36</b>	<b>Subtotal for Dept. Police</b>
RIN0024934	PHONE USE	\$37.55	
		<b>\$37.55</b>	<b>Subtotal for Dept. Recreation</b>
RIN0024934	PHONE USE	\$38.30	
RIN0024934	PHONE USE	\$65.28	
RIN0024934	PHONE USE	\$40.10	
RIN0024934	PHONE USE	\$43.40	
RIN0024934	PHONE USE	\$43.40	
RIN0024934	PHONE USE	\$50.40	
RIN0024934	PHONE USE	\$43.40	
RIN0024934	PHONE USE	\$43.40	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

RIN0024934 PHONE USE	\$33.83	
RIN0024911 PHONE USE	\$37.31	
RIN0024934 PHONE USE	\$43.40	
RIN0024934 PHONE USE	\$43.40	
	<b>\$525.62</b>	<b>Subtotal for Dept. Traffic</b>
RIN0024934 PHONE USE	\$1,641.82	
RIN0024934 PHONE USE	\$37.31	
	<b>\$1,679.13</b>	<b>Subtotal for Dept. Waste Water</b>
RIN0024934 PHONE USE	\$195.53	
RIN0024934 PHONE USE	\$89.65	
RIN0024934 PHONE USE	\$37.55	
	<b>\$322.73</b>	<b>Subtotal for Dept. Water</b>
RIN0024929 PHONE USE	\$42.29	
	<b>\$42.29</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$23,250.38</b>	<b>Subtotal for Vendor</b>

## CH DIAGNOSTIC & CONSULTING SVC., INC.

20150021 LAB TESTING	\$950.00	
	<b>\$950.00</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
	<b>\$950.00</b>	<b>Subtotal for Vendor</b>

## CHRIS HADLOCK

6320 CLOTHING REIMBURSEMENT	\$345.40	
	<b>\$345.40</b>	<b>Subtotal for Dept. Police</b>
	<b>\$345.40</b>	<b>Subtotal for Vendor</b>

## CHRISTOPHER MASON

RIN0024936 TRAVEL REIBURSEMENT	\$969.99	
	<b>\$969.99</b>	<b>Subtotal for Dept. Fire</b>
	<b>\$969.99</b>	<b>Subtotal for Vendor</b>

## CIGNA HEALTHCARE OF COLORADO

1787152 FEB. HEALTH ADMIN FEES	\$6,584.12	
	<b>\$6,584.12</b>	<b>Subtotal for Dept. Health Insurance</b>
	<b>\$6,584.12</b>	<b>Subtotal for Vendor</b>

## CIVIL ENGINEERING PROFESSIONALS, INC.

12-066-01 EAST CASPER ZONE III PROJECT 1	\$655.87	
12-066-01 EAST CASPER ZONE III PROJECT 1	\$1,331.63	
	<b>\$1,987.50</b>	<b>Subtotal for Dept. Water</b>
	<b>\$1,987.50</b>	<b>Subtotal for Vendor</b>

## COLLECTION CENTER INC.

974300000226 COLLECTION FEES	\$75.69	
	<b>\$75.69</b>	<b>Subtotal for Dept. Refuse Collection</b>
974300000226 COLLECTION FEES	\$57.52	
	<b>\$57.52</b>	<b>Subtotal for Dept. Sewer</b>
974300000226 COLLECTION FEES	\$169.54	
	<b>\$169.54</b>	<b>Subtotal for Dept. Water</b>
	<b>\$302.75</b>	<b>Subtotal for Vendor</b>

## COMMERCIAL REFRIGERATION, INC.

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

1356 ICE MACHINE REPAIR

\$394.10

**\$394.10** Subtotal for Dept. Casper Events Center

**\$394.10** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

72491 REPAIRS

\$49.00

72499 REPAIRS

\$80.47

72429 REPAIRS

\$559.90

72496 REPAIRS

\$98.00

**\$787.37** Subtotal for Dept. Police

72388 STRIP UNIT FOR TRADE

\$882.00

72484 INSTALL

\$4,000.00

72494 INSTALL

\$1,755.00

72472 INSTALL

\$4,000.00

72488 INSTALL

\$833.00

72490 INSTALL

\$588.00

72493 INSTALL

\$2,170.00

72381 INSTALL

\$4,000.00

72497 INSTALL

\$4,000.00

72254 INSTALL

\$2,155.76

**\$24,383.76** Subtotal for Dept. Police Dept

72498 SIGNAL NETWORKING SUPPLIES

\$9,560.00

**\$9,560.00** Subtotal for Dept. Traffic

**\$34,731.13** Subtotal for Vendor

## DALE BUCKINGHAM ARCHITECTS

2250 ARCH/ENGINEERING AND CA FOR MU

\$2,946.19

2281 ARCH/ENGINEERING AND CA FOR MU

\$895.70

**\$3,841.89** Subtotal for Dept. Golf Course

**\$3,841.89** Subtotal for Vendor

## DELANEY, MARK/PAMELA

0023699989 REFUND

\$52.12

**\$52.12** Subtotal for Dept. Water

**\$52.12** Subtotal for Vendor

## DELL MARKETING LP

XJMK3D2X5 REMOTE DESKTOP FOR CRR-FIRE

\$542.99

**\$542.99** Subtotal for Dept. Fire

XJMKN3CX1 VLA ACROBAT PRO LICENSE

\$374.12

**\$374.12** Subtotal for Dept. Human Resources

XJMKN3CX1 VLA ACROBAT PRO LICENSE

\$374.12

**\$374.12** Subtotal for Dept. Property & Liability Insurance

**\$1,291.23** Subtotal for Vendor

## DELTA DENTAL PLAN OF WY.

RIN0024944 JAN 2015 EMPLOY DENTAL CLAIMS

\$32,526.01

RIN0024928 FEB EMPLOYEE DENTAL ADMIN FEES

\$1,482.20

**\$34,008.21** Subtotal for Dept. Health Insurance

**\$34,008.21** Subtotal for Vendor

## DESERT MTN. CORP.

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

14-37986 ICE SLICER	\$3,421.88
14-38061 ICE SLICER	\$4,759.86
14-37987 ICE SLICER	\$3,292.44
14-38060 ICE SLICER	\$4,861.10
14-37989 ICE SLICER	\$5,144.35
14-38059 ICE SLICER	\$4,768.83
14-37985 ICE SLICER	\$3,446.22
14-37988 ICE SLICER	\$5,213.55
14-38058 ICE SLICER	\$4,834.20
14-38068 ICE SLICER	\$5,103.33
14-38062 ICE SLICER	\$4,763.70
14-38063 ICE SLICER	\$4,953.38
14-38064 ICE SLICER	\$4,762.42
14-38067 ICE SLICER	\$3,253.98

**\$62,579.24** Subtotal for Dept. Streets  
**\$62,579.24** Subtotal for Vendor

## DIANA RUIZ

RIN0024922 INTERPRETER	\$40.00
RIN0024903 INTERPRETER	\$40.00

**\$80.00** Subtotal for Dept. Municipal Court  
**\$80.00** Subtotal for Vendor

## DONNA WEAVER

RIN0024967 REFUND	\$29.90
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**\$29.90** Subtotal for Dept. Water  
**\$29.90** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

3111 LANDFILL LOADER BUCKET REPAIR	\$1,775.00
3052 NEW WEAR PLATES/NORTH BALER	\$20,825.00
3100 SCREEN BRACKETS/NORTH BALER	\$505.00
3122 REPAIR HEADACHE RACKS/TRAILERS	\$225.00

**\$23,330.00** Subtotal for Dept. Balefill

3094 PLOW BLADE CENTER	\$11,375.00
3094 PLOW BLADE TAPERED	\$11,375.00

**\$22,750.00** Subtotal for Dept. Garage  
**\$46,080.00** Subtotal for Vendor

## DREXEL, BARRELL & CO.

14993 TIS CHAMBRIDGE ADDITION	\$2,350.00
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**\$2,350.00** Subtotal for Dept. Engineering  
**\$2,350.00** Subtotal for Vendor

## ELIJAH MOORE

RIN0024902 TUITION REIMBURSEMENT	\$93.00
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**\$93.00** Subtotal for Dept. Water  
**\$93.00** Subtotal for Vendor

## EMERGENCY MEDICAL PHYSICIANS

520418250 MEDICAL CARE	\$240.00
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**\$240.00** Subtotal for Dept. Police

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

**\$240.00** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3064 2ND ST WATER MAIN LOOP PROJECT

\$4,684.10

**\$4,684.10** Subtotal for Dept. Water

**\$4,684.10** Subtotal for Vendor

## ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC

92932351 MAINTENANCE FOR GIS SOFTWARE

\$48,412.18

92932351 MAINTENANCE FOR GIS SOFTWARE

\$5,087.85

**\$53,500.03** Subtotal for Dept. Metropolitan Planning

**\$53,500.03** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1020821 CREDIT FEES DEC 2014

\$1,428.79

**\$1,428.79** Subtotal for Dept. Finance

REMI1033724 DEC 2014 CREDIT CARD FEES

\$38.60

**\$38.60** Subtotal for Dept. Fort Caspar

REMI1033725 CREDIT CARD FEE - JAN. 2015

(\$1.38)

**(\$1.38)** Subtotal for Dept. Golf Course

REMI1033727 CREDIT CARD SERVICE

\$21.82

**\$21.82** Subtotal for Dept. Metro Animal

**\$1,487.83** Subtotal for Vendor

## FIRST INTERSTATE BANK

RIN0024919 SERVICE CHARGES ON ACCOUNTS

\$1,311.67

RIN0024920 DECEMBER 2014 LOCKBOX

\$2,551.21

**\$3,862.88** Subtotal for Dept. Finance

**\$3,862.88** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0024933 PETTY CASH

\$4.88

**\$4.88** Subtotal for Dept. Aquatics

RIN0024933 PETTY CASH

\$6.19

**\$6.19** Subtotal for Dept. Ice Arena

RIN0024933 PETTY CASH

\$2.84

RIN0024933 PETTY CASH

\$2.00

RIN0024933 PETTY CASH

\$19.50

**\$24.34** Subtotal for Dept. Recreation

RIN0024941 PETTY CASH

\$15.44

RIN0024941 PETTY CASH

\$4.56

RIN0024941 PETTY CASH

\$7.08

RIN0024941 PETTY CASH

\$9.79

RIN0024941 PETTY CASH

\$22.97

RIN0024941 PETTY CASH

\$75.00

RIN0024941 PETTY CASH

\$18.86

RIN0024941 PETTY CASH

\$18.69

RIN0024941 PETTY CASH

\$1.77

RIN0024941 PETTY CASH

\$31.44

RIN0024941 PETTY CASH

\$15.79

RIN0024941 PETTY CASH

\$51.23

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

RIN0024941 PETTY CASH

\$9.45

**\$282.07** Subtotal for Dept. Fire

RIN0024951 PETTY CASH

\$4.00

**\$4.00** Subtotal for Dept. City Attorney

RIN0024951 PETTY CASH

\$48.00

RIN0024951 PETTY CASH

\$15.00

**\$63.00** Subtotal for Dept. Finance

RIN0024951 PETTY CASH

\$75.39

RIN0024951 PETTY CASH

\$153.00

RIN0024951 PETTY CASH

\$20.00

**\$248.39** Subtotal for Dept. Planning

**\$632.87** Subtotal for Vendor

## FIRST VETERINARY SUPPLY

G73132 CONTROLLED SUBSTANCE

\$43.98

G73378 CONTROLLED SUBSTANCE

\$163.80

**\$207.78** Subtotal for Dept. Metro Animal

**\$207.78** Subtotal for Vendor

## FIVE TRAILS ROTARY CLUB

103244 DUES

\$300.00

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

**\$300.00** Subtotal for Vendor

## FOOD SVCS OF AMERICA

4818873 PIE APPLE, BEEF TENDER, PUMPKI

\$2,380.26

4821203 CREDIT

(\$42.50)

4813256 CREDIT

(\$2.50)

**\$2,335.26** Subtotal for Dept. Casper Events Center

**\$2,335.26** Subtotal for Vendor

## GARAGE DOOR DUDES

979900 REPL BOTH SPRINGS ON S. GAR DO

\$1,260.00

**\$1,260.00** Subtotal for Dept. Garage

**\$1,260.00** Subtotal for Vendor

## GOLDER ASSOCIATES

404921 LANDFILL GAS COLLECTION & CONT

\$7,508.13

**\$7,508.13** Subtotal for Dept. Balefill

**\$7,508.13** Subtotal for Vendor

## GOOD 2 GO STORES

NP43438162 FUEL-JAN 2015-FIRE DEPT

\$430.43

**\$430.43** Subtotal for Dept. Fire

**\$430.43** Subtotal for Vendor

## GRANICUS, INC.

61294 MONTHLY MANAGED MAIN JAN 2015

\$725.00

**\$725.00** Subtotal for Dept. Information Services

**\$725.00** Subtotal for Vendor

## GREEN'S SEWER & DRAIN SVC.

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

16723 EQUIP. BLDG. SUMP LINE/SCOPE

\$293.00

**\$293.00** Subtotal for Dept. Balefill

**\$293.00** Subtotal for Vendor

## HEIN-BOND, LLC

RIN0024943 PROFESSIONAL SERVICES FOR PARK

\$550.47

RIN0024943 PROFESSIONAL SERVICES FOR PARK

\$61.51

**\$611.98** Subtotal for Dept. Planning

**\$611.98** Subtotal for Vendor

## HEWLETT PACKARD

55379699 TOWER WORKSTATION

\$1,129.77

**\$1,129.77** Subtotal for Dept. Information Services

55385611 COMPUTER

\$968.28

**\$968.28** Subtotal for Dept. Waste Water

54950428 COMPUTER

\$968.59

**\$968.59** Subtotal for Dept. Water

**\$3,066.64** Subtotal for Vendor

## HEWLETT PACKARD COMPANY

55275048 TOWER WORKSTATION

\$818.54

**\$818.54** Subtotal for Dept. Buildings And Grounds

**\$818.54** Subtotal for Vendor

## HIGH PLAINS CONSTRUCTION, INC.

BN47 RETAINAGE 12-29A

(\$17,105.76)

**(\$17,105.76)** Subtotal for Dept. Capital Projects

BN47 RAW WATER IRRIGATION - 12-29A

\$56,448.99

BN47 RAW WATER IRRIGATION - 12-29A

\$114,608.57

**\$171,057.56** Subtotal for Dept. Parks

**\$153,951.80** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0277285-IN FUEL

\$18,526.17

0275317-IN HYDRAULIC OIL

\$1,371.75

0272608-IN SUPPLIES

\$492.45

**\$20,390.37** Subtotal for Dept. Balefill

0277419-IN FUEL

\$479.40

0276793-IN 80-90, CONOCO QUARTS

\$47.43

0277419-IN FUEL

\$623.76

0277479-IN FUEL

\$19,268.43

0277505-IN GREASE,EP2 BULK

\$276.60

0277965-IN OIL

\$275.04

0277419-IN FUEL

\$24,691.03

**\$45,661.69** Subtotal for Dept. Garage

0277366-IN FUEL

(\$2,294.20)

0277017-IN FUEL

\$3,948.16

**\$1,653.96** Subtotal for Dept. Golf Course

0273638-IN FUEL

\$6,964.73

**\$6,964.73** Subtotal for Dept. Hogadon

0276628-IN FUEL

\$242.16

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

**\$242.16** Subtotal for Dept. Waste Water  
**\$74,912.91** Subtotal for Vendor

## INDUSTRIAL CONTAINER SVCS.

55759118 DRUMS FOR HAZ WASTE DISPOSAL

\$2,838.23  
**\$2,838.23** Subtotal for Dept. Balefill  
**\$2,838.23** Subtotal for Vendor

## INSTALLATION & SVC. CO.

RIN0024946 CPU ASPHALT REPAIR PROJECT

\$13,942.74  
**\$13,942.74** Subtotal for Dept. Water  
**\$13,942.74** Subtotal for Vendor

## JARED WINZENRIED

WWC2384 REIMB WWC LEVEL 1 EXAM

\$93.00  
**\$93.00** Subtotal for Dept. Sewer  
**\$93.00** Subtotal for Vendor

## JENNIFER MINER

EMQC2S TRAVEL REIMBURSEMENT

\$587.70  
**\$587.70** Subtotal for Dept. Police  
**\$587.70** Subtotal for Vendor

## JEREMIAH FARRELL

RIN0024910 TUITION REIMBURSEMENT

\$93.00  
**\$93.00** Subtotal for Dept. Water  
**\$93.00** Subtotal for Vendor

## JOHN HATCHER

671272 CLOTHING REIMBURSEMENT

\$195.23  
**\$195.23** Subtotal for Dept. Police  
**\$195.23** Subtotal for Vendor

## JOSHUA WILLIAMS

RIN0024924 MEDICAL TESTING

\$133.00  
**\$133.00** Subtotal for Dept. Refuse Collection  
**\$133.00** Subtotal for Vendor

## KARY & MIKE PICKET

RIN0024965 REFUND

\$45.44  
**\$45.44** Subtotal for Dept. Water  
**\$45.44** Subtotal for Vendor

## KEVIN ROBERTS

RIN0024947 CLOTHING REIMBURSEMENT

\$87.01  
**\$87.01** Subtotal for Dept. Parks

RIN0024947 CLOTHING REIMBURSEMENT

\$53.47  
**\$53.47** Subtotal for Dept. Weed And Pest  
**\$140.48** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

19301851 MAINTENANCE PERSONNEL

\$1,163.58

19281503 MAINTENANCE PERSONNEL

\$1,074.91

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

**\$2,238.49** Subtotal for Dept. Casper Events Center

**\$2,238.49** Subtotal for Vendor

## LANE CHRISTENSEN

WWC2286 BOOT REIMBURSEMENT

\$75.00

**\$75.00** Subtotal for Dept. Sewer

**\$75.00** Subtotal for Vendor

## LEADER'S EDGE CONSULTING

RIN0024935 CITY COUNCIL TRAINING

\$4,995.00

**\$4,995.00** Subtotal for Dept. Council

**\$4,995.00** Subtotal for Vendor

## LEONARD B. MEDOFF, PH.D

RIN0024896 MEDICAL TESTING

\$550.00

**\$550.00** Subtotal for Dept. Police

**\$550.00** Subtotal for Vendor

## LINA

RIN0024948 LIFE PREM RETIR/DEPEND FEB '15

\$305.44

**\$305.44** Subtotal for Dept. Health Insurance

**\$305.44** Subtotal for Vendor

## LISA SABATKA

RIN0024940 CLOTHING REIMBURSEMENT

\$44.99

RIN0024939 CLOTHING REIMBURSEMENT

\$100.00

**\$144.99** Subtotal for Dept. Buildings And Grounds

**\$144.99** Subtotal for Vendor

## LOFGREN, TINA

0023699985 REFUND

\$34.52

**\$34.52** Subtotal for Dept. Water

**\$34.52** Subtotal for Vendor

## LONG BUILDING TECHNOLOGIES

JC121755 REPAIRS

\$3,250.00

**\$3,250.00** Subtotal for Dept. Balefill

**\$3,250.00** Subtotal for Vendor

## MARLA TUMA

395701 BOOT REIMBURSEMENT

\$115.50

**\$115.50** Subtotal for Dept. Police

**\$115.50** Subtotal for Vendor

## MASTERCARD

RIN0024923 SERVICE CHARGES

\$16.88

**\$16.88** Subtotal for Dept. Planning

**\$16.88** Subtotal for Vendor

## METS, MISTY

0023699984 REFUND

\$7.08

**\$7.08** Subtotal for Dept. Water

**\$7.08** Subtotal for Vendor

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

## MICROSOFT CORPORATION

E08000SG8C MICROSOFT 365 JAN 2015	\$16.40		
	<b>\$16.40</b>	Subtotal for Dept.	Aquatics
E08000SG8C MICROSOFT 365 JAN 2015	\$144.36		
	<b>\$144.36</b>	Subtotal for Dept.	Balefill
E08000SG8C MICROSOFT 365 JAN 2015	\$36.09		
	<b>\$36.09</b>	Subtotal for Dept.	Buildings And Grounds
E08000SG8C MICROSOFT 365 JAN 2015	\$68.90		
	<b>\$68.90</b>	Subtotal for Dept.	Casper Events Center
E08000SG8C MICROSOFT 365 JAN 2015	\$13.12		
	<b>\$13.12</b>	Subtotal for Dept.	Cemetery
E08000SG8C MICROSOFT 365 JAN 2015	\$22.97		
	<b>\$22.97</b>	Subtotal for Dept.	City Attorney
E08000SEDT MS OFFICE365 FEB 2015	\$261.86		
E08000SG8C MICROSOFT 365 JAN 2015	\$19.69		
	<b>\$281.55</b>	Subtotal for Dept.	City Manager
E08000SG8C MICROSOFT 365 JAN 2015	\$42.65		
	<b>\$42.65</b>	Subtotal for Dept.	Code Enforcement
E08000SG8C MICROSOFT 365 JAN 2015	\$16.40		
	<b>\$16.40</b>	Subtotal for Dept.	Communications Center
E08000SG8C MICROSOFT 365 JAN 2015	\$29.53		
	<b>\$29.53</b>	Subtotal for Dept.	Council
E08000SG8C MICROSOFT 365 JAN 2015	\$36.09		
	<b>\$36.09</b>	Subtotal for Dept.	Engineering
E08000SG8C MICROSOFT 365 JAN 2015	\$95.17		
	<b>\$95.17</b>	Subtotal for Dept.	Finance
E08000SG8C MICROSOFT 365 JAN 2015	\$262.48		
	<b>\$262.48</b>	Subtotal for Dept.	Fire
E08000SG8C MICROSOFT 365 JAN 2015	\$19.69		
	<b>\$19.69</b>	Subtotal for Dept.	Fort Caspar
E08000SG8C MICROSOFT 365 JAN 2015	\$39.37		
	<b>\$39.37</b>	Subtotal for Dept.	Garage
E08000SG8C MICROSOFT 365 JAN 2015	\$13.12		
	<b>\$13.12</b>	Subtotal for Dept.	Golf Course
E08000SG8C MICROSOFT 365 JAN 2015	\$16.40		
	<b>\$16.40</b>	Subtotal for Dept.	Hogadon
E08000SG8C MICROSOFT 365 JAN 2015	\$26.25		
	<b>\$26.25</b>	Subtotal for Dept.	Human Resources
E08000SG8C MICROSOFT 365 JAN 2015	\$13.12		
	<b>\$13.12</b>	Subtotal for Dept.	Ice Arena
E08000SG8C MICROSOFT 365 JAN 2015	\$55.78		
	<b>\$55.78</b>	Subtotal for Dept.	Information Services
E08000SG8C MICROSOFT 365 JAN 2015	\$29.53		
	<b>\$29.53</b>	Subtotal for Dept.	Metro Animal
E08000SG8C MICROSOFT 365 JAN 2015	\$32.81		
	<b>\$32.81</b>	Subtotal for Dept.	Municipal Court

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

E08000SG8C MICROSOFT 365 JAN 2015	\$52.50		
	<b>\$52.50</b>	Subtotal for Dept.	Parks
E08000SG8C MICROSOFT 365 JAN 2015	\$26.25		
	<b>\$26.25</b>	Subtotal for Dept.	Planning
E08000SG8C MICROSOFT 365 JAN 2015	\$413.40		
	<b>\$413.40</b>	Subtotal for Dept.	Police
E08000SG8C MICROSOFT 365 JAN 2015	\$36.09		
	<b>\$36.09</b>	Subtotal for Dept.	Recreation
E08000SG8C MICROSOFT 365 JAN 2015	\$29.53		
	<b>\$29.53</b>	Subtotal for Dept.	Streets
E08000SG8C MICROSOFT 365 JAN 2015	\$16.40		
	<b>\$16.40</b>	Subtotal for Dept.	Traffic
E08000SG8C MICROSOFT 365 JAN 2015	\$72.18		
	<b>\$72.18</b>	Subtotal for Dept.	Waste Water
E08000SG8C MICROSOFT 365 JAN 2015	\$65.62		
E08000SG8C MICROSOFT 365 JAN 2015	\$6.56		
	<b>\$72.18</b>	Subtotal for Dept.	Water
E08000SG8C MICROSOFT 365 JAN 2015	\$26.25		
	<b>\$26.25</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$2,056.56</b>	Subtotal for Vendor	
<b>MIDWEST WELDING &amp; MACHINE INC.</b> 74805 KUBOTA HEAD, STRIP	\$85.00		
	<b>\$85.00</b>	Subtotal for Dept.	Garage
	<b>\$85.00</b>	Subtotal for Vendor	
<b>MIKE REIS</b> RIN0024966 REFUND	\$30.24		
	<b>\$30.24</b>	Subtotal for Dept.	Water
	<b>\$30.24</b>	Subtotal for Vendor	
<b>MOSER, ALLYSON</b> 0023699986 REFUND	\$23.11		
	<b>\$23.11</b>	Subtotal for Dept.	Water
	<b>\$23.11</b>	Subtotal for Vendor	
<b>MOTOROLA SOLUTIONS</b> 78289309 MONTHLY MAINT AGREE	\$5,029.97		
	<b>\$5,029.97</b>	Subtotal for Dept.	Communications Center
	<b>\$5,029.97</b>	Subtotal for Vendor	
<b>NATIONAL BENEFIT SERVICES</b> 483984 CAFETERIA PLAN DEBIT CARD FEES 484955 FSA PLAN ADMIN FEES JAN 2015	\$2,286.00		
	\$418.90		
	<b>\$2,704.90</b>	Subtotal for Dept.	Health Insurance
	<b>\$2,704.90</b>	Subtotal for Vendor	
<b>NATL. DEVELOPMENT COUNCIL</b> 5322 TECHNICAL ASSISTANCE	\$833.33		
	<b>\$833.33</b>	Subtotal for Dept.	Council

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

**\$833.33** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

LN-308018 UNIFORMS	\$899.00
NE35854 UNIFORMS	\$109.90
NE35832 UNIFORMS	\$184.85
LN-307816 UNIFORMS	\$136.00
NE35887 UNIFORMS	\$229.95
NE35853 UNIFORMS	\$91.90
LN-308062 UNIFORMS	\$799.00
NE36010 UNIFORMS	\$119.90
NE35722 UNIFORMS	\$211.68

**\$2,782.18** Subtotal for Dept. Police

**\$2,782.18** Subtotal for Vendor

## OLIVER, NETTIE

0023699987 REFUND	\$5.64
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**\$5.64** Subtotal for Dept. Water

**\$5.64** Subtotal for Vendor

## PACIOLAN, INC.

0000068308 DEC 2014 E-VENUE	\$568.70
0000067756 NOV 2014 E-VENUE	\$2,761.25

**\$3,329.95** Subtotal for Dept. Casper Events Center

**\$3,329.95** Subtotal for Vendor

## P-CARD VENDORS

00023657 HAWKINS INC - Purchase	\$2,320.75
00024029 CASPER WINNELSON CO - Purchase	\$153.38
00024207 NORCO INC - Purchase	\$105.96
00023544 SWIMOUTLET.COM - Purchase	\$102.14
00023749 SAMSClub #6425 - Purchase	\$29.88

**\$2,712.11** Subtotal for Dept. Aquatics

00023790 COASTAL CHEMICAL CO LL - Purch	\$202.75
00023754 CASPER WINNELSON CO - Purchase	\$8.14
00023702 JOHNSON CONTROLS SS - Purchase	\$952.75
00023781 CASPER WINNELSON CO - Purchase	\$69.16
00023846 CPU VENTURE TECH NETWO - Purch	\$357.00
00023674 CASPER WINNELSON CO - Purchase	\$47.82
00023988 COLORADO ANALYTICAL - Purchase	\$395.00
00023898 GCR TIRES #751 - Purchase	\$329.50
00023837 BAILEYS ACE HARDWARE - Purchas	\$54.77
00023611 COMMUNICATION TECHNOLO - Purch	\$71.50
00023583 QUALITY OFFICE SOLUTIO - Purch	\$75.95
00023601 QUALITY OFFICE SOLUTIO - Purch	\$75.95
00023580 RESPOND FIRST AID OF W - Purch	\$52.62
00023629 CASPER WINNELSON CO - Purchase	\$50.54
00023731 CASPER WINNELSON CO - Purchase	\$23.25
00023580 RESPOND FIRST AID OF W - Purch	\$16.36
00023549 HARBOR FREIGHT TOOLS 3 - Purch	\$9.98

**\$2,793.04** Subtotal for Dept. Balefill

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00024083	THE HOME DEPOT 6001 - Purchase	\$9.97	
00023954	SAMS CLUB #6425 - Purchase	\$81.94	
00024181	BEST BUY 00015271 - Credi	(\$29.99)	
00024034	CRESCENT ELECTRIC 103 - Purcha	\$501.63	
00024045	BARGREEN WYOMING 25 - Purchase	\$217.68	
00024158	CASPER WINNELSON CO - Purchase	\$4.78	
00023645	CPU VENTURE TECH NETWO - Purch	\$89.99	
00023885	WOODWORKERS SUPPLY, IN - Purch	\$27.54	
00024077	SHERWIN WILLIAMS #3439 - Purch	\$17.49	
00023758	HOSE & RUBBER SUPPLY - Pur	\$24.11	
00024087	CASPER WINNELSON CO - Purchase	\$6.54	
00023699	SQ ATLANTIC ELECTRIC, - Purch	\$364.00	
00023895	CASPER WINNELSON CO - Purchase	\$498.52	
00024030	CRESCENT ELECTRIC 103 - Credit	(\$501.63)	
00023938	THE HOME DEPOT 6001 - Purchase	\$28.97	
00023787	BARGREEN WYOMING 25 - Purchase	\$309.75	
00023753	SAMSClub #6425 - Purchase	\$777.98	
00023797	SUTHERLANDS 2219 - Purchase	\$6.66	
00024006	BEST BUY 00015271 - Purch	\$29.99	
00024028	SHERWIN WILLIAMS #3439 - Purch	\$500.84	
00023535	DENNIS SUPPLY COMPANY - Purcha	\$9.15	
		<b>\$2,975.91</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00024070	Federal Portion	\$31.00	
00024070	AMAZON MKTPLACE PMTS - Local M	\$30.99	
		<b>\$61.99</b>	<b>Subtotal for Dept. C.A.T.C.</b>
00024145	OVERHEAD DOOR COMPANY - Purcha	\$3,295.43	
00023700	MICHAELS FENCE & SUPPL - P	\$455.63	
		<b>\$3,751.06</b>	<b>Subtotal for Dept. Capital Projects</b>
00023550	WAL-MART #1617 - Purchase	\$31.88	
00023551	CASPER WINNELSON CO - Purchase	\$45.00	
00023627	WW GRAINGER - Purchase	\$23.42	
00023525	WM SUPERCENTER #1617 - Purchas	\$29.13	
00023815	FLEMING SUPPLY - Purchase	\$17.22	
00023610	SAMS CLUB #6425 - Purchase	\$117.73	
00023640	WW GRAINGER - Purchase	\$8.72	
00023530	ALBERTSONS - Purchase	\$70.64	
00023651	ALBERTSONS - Purchase	\$10.95	
00023693	POLLSTAR - Purchase	\$155.90	
00023775	CRUM ELECTRIC SUPPLY C - Purch	\$843.00	
00023528	HOBBY-LOBBY #0233 - Purchase	\$29.88	
00023716	SQ ATLANTIC ELECTRIC, - Purch	\$77.58	
00023413	WW GRAINGER - Purchase	\$54.68	
00023736	WW GRAINGER - Purchase	\$24.36	
00023558	WW GRAINGER - Purchase	\$188.14	
00023722	CRUM ELECTRIC SUPPLY C - Purch	\$39.69	
00023706	IN WYOMING LOCK AND S - Purch	\$32.50	
00023512	INDUSTRIAL DISTRIBU - Purchase	\$49.99	
00024043	WW GRAINGER - Purchase	\$53.22	
00023550	WAL-MART #1617 - Purchase	\$60.16	
00023838	NORCO INC - Purchase	\$448.90	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023770 CASPER WINNELSON CO - Purchase	\$42.61	
00023723 EB THE WYOMING WOMENS - Purch	\$65.28	
00024078 CRUM ELECTRIC SUPPLY C - Purch	\$13.74	
00023630 ATLAS OFFICE PRODUCTS - Purcha	\$13.80	
	<b>\$2,548.12</b>	<b>Subtotal for Dept. Casper Events Center</b>
00023698 ATLAS OFFICE PRODUCTS - Purcha	\$116.70	
	<b>\$116.70</b>	<b>Subtotal for Dept. Cemetery</b>
00023654 ATLAS OFFICE PRODUCTS - Purcha	\$12.46	
00023667 ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
	<b>\$44.47</b>	<b>Subtotal for Dept. City Attorney</b>
00023802 IN ALLURETECH/COFFEYN - Purch	\$42.00	
	<b>\$42.00</b>	<b>Subtotal for Dept. City Hall</b>
00023732 SHERWIN WILLIAMS #3439 - Purch	\$8.19	
00024057 ATLAS OFFICE PRODUCTS - Purcha	\$3.91	
00024057 ATLAS OFFICE PRODUCTS - Purcha	\$8.15	
00023711 ICMA - Purchase	\$175.00	
00023783 DOMINO'S 6040 - Purchase	\$101.39	
00024165 COTTAGE CAFE & CATERIN - Purch	\$108.20	
00023813 ATLAS OFFICE PRODUCTS - Purcha	\$31.05	
00023516 ALBERTSONS - Purchase	\$102.75	
	<b>\$538.64</b>	<b>Subtotal for Dept. City Manager</b>
00024229 USPS 57155809430310940 - Purch	\$276.58	
00023665 USPS 57155809430310940 - Purch	\$98.00	
	<b>\$374.58</b>	<b>Subtotal for Dept. Code Enforcement</b>
00024100 GUS GLOBALSTAR USA - Purchase	\$113.84	
00023902 AT&T 0512212799001 - Purcha	\$22.63	
00024002 DTV DIRECTV SERVICE - Purchase	\$54.19	
00023848 AT&T 0512212711001 - Purcha	\$40.41	
00024000 PUBLIC SAFTY RECRUIT.C - Purch	\$173.00	
00023932 MEDICAL PRIORITY CONSU - Purch	\$156.00	
	<b>\$560.07</b>	<b>Subtotal for Dept. Communications Center</b>
00023644 HOTELS.COM120585555143 - Purch	\$265.23	
00023813 ATLAS OFFICE PRODUCTS - Purcha	\$118.25	
00023561 CHEYENNE LITTLE AMERIC - Purch	\$239.80	
00023625 CHEYENNE LITTLE AMERIC - Purch	\$239.80	
00024104 SAMS CLUB #6425 - Purchase	\$132.61	
00024097 SAMS CLUB #6425 - Purchase	\$11.94	
00024081 BLOEDORN LUMBER CASPER - Purch	\$13.04	
00023487 LITTLE AMERICA CHEYE - Purchas	\$30.66	
00023666 CASPER STAR TRIBUNE - Purchase	\$758.00	
00023638 CASPER STAR TRIBUNE - Purchase	\$445.80	
00023942 DAYLIGHT DONUTS - Purchase	\$17.54	
	<b>\$2,272.67</b>	<b>Subtotal for Dept. Council</b>
00023911 ALBERTSONS #2060 - Credit	(\$0.45)	
00024189 XEROX CORPORATION/RBO - Purcha	\$24.20	
00024050 Office Max - Purchase	\$65.99	
00023832 ALBERTSONS #2060 - Purchase	\$37.10	
00024202 XEROX CORPORATION/RBO - Purcha	\$115.31	
00023715 ATLAS OFFICE PRODUCTS - Purcha	\$34.33	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00024063 ATLAS OFFICE PRODUCTS - Purcha	\$6.65	
00024157 ATLAS OFFICE PRODUCTS - Credit	(\$6.65)	
	<b>\$276.48</b>	<b>Subtotal for Dept. Engineering</b>
00023762 PFG PROFORMA - Purchase	\$395.25	
00023427 BUSH-WELLS SPORTING GO - Purch	\$137.00	
00024032 MOUNTAIN STATES LITHOG - Purch	\$174.60	
00023811 MOUNTAIN STATES LITHOG - Purch	\$848.45	
00023734 FEDEX 93212797 - Purchase	\$42.11	
00023738 WW GRAINGER - Credit	(\$34.68)	
00023349 CRESCENT ELECTRIC 103 - Purcha	\$11.21	
00022633 ATLAS OFFICE PRODUCTS - Purcha	\$16.65	
00023866 AP TECHNOLOGY - Purchase	\$155.28	
00023695 WM SUPERCENTER #1617 - Purcha	\$13.76	
00023649 ATLAS OFFICE PRODUCTS - Purcha	\$265.60	
00024016 B & B RUBBER STAMP SHO - Purch	\$31.90	
00023866 AP TECHNOLOGY - Purchase	\$1,110.00	
00023661 WW GRAINGER - Purchase	\$51.60	
00023776 IN AUDIMATION SERVICE - Purch	\$922.22	
00022424 B & B RUBBER STAMP	\$38.90	
00023203 WEAR PARTS INC - Purchase	\$107.23	
00023776 IN AUDIMATION SERVICE - Purch	\$922.22	
00023668 ATLAS OFFICE PRODUCTS - Purcha	\$19.86	
00023676 GOVERNMENT FINANCE - Purchase	\$580.00	
00023366 NORCO INC - Purchase	\$27.28	
	<b>\$5,836.44</b>	<b>Subtotal for Dept. Finance</b>
00024056 UNITED 01624371668942 - Pur	\$618.70	
00023717 THE HOME DEPOT 6001 - Purchase	\$8.89	
00023280 COWBOY AUTO SPA - Purchase	\$14.00	
00023759 THE HOME DEPOT 6001 - Purchase	\$298.00	
00023332 BLIMPIE - Purchase	\$73.59	
00023334 APPLIED IND TECH 0733 - Purch	\$13.28	
00023887 KISTLER TENT AWNING - Purcha	\$20.00	
00023904 SHERWIN WILLIAMS #3439 - Purch	\$45.74	
00024071 UNITED 01624371668931 - Pur	\$618.70	
00023376 AUTOZONE #1294 - Purchase	\$3.99	
00023372 SAFE KIDS WORLDWIDE - Purchase	\$50.00	
00024121 CASPERNATRONAHEALTHPAY - Purch	\$17.00	
00023378 WPY Online Event by fi - Purch	\$42.00	
00023751 OFFICE MAX - Purchase	\$15.73	
00024212 Galls Intern - Purchase	\$39.45	
00022670 SAFEWAY STORE00024687 - Purch	\$6.67	
00022849 WM SUPERCENTER #3778 - Purcha	\$334.55	
00023606 THE HOME DEPOT 6001 - Purchase	\$46.97	
00023718 QUADCO INC - Purchase	\$195.00	
00022954 CPS DISTRIBUTORS INC C - Purch	\$115.12	
00022566 BARGREEN WYOMING 25 - Purchase	\$15.55	
00024075 SQ PYROTECHS INC - Purchase	\$130.00	
00023855 WITMER PUBLIC SAFETY G - Purch	\$40.97	
00024151 GOVTPELLERNATRONAWYFEE - Purcha	\$1.97	
00023603 WAL-MART #3778 - Purchase	\$109.75	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023663	BAILEYS ACE HARDWARE - Purchas	\$21.50	
00023747	CASPER FIRE EXTINGUISH - Purch	\$29.75	
00023978	Amazon.com - Purchase	\$92.47	
00023587	WITMER PUBLIC SAFETY G - Purch	\$535.16	
00022882	SUTHERLANDS 2219 - Purchase	\$66.47	
00022561	WW GRAINGER - Purchase	\$279.49	
		<b>\$3,900.46</b>	<b>Subtotal for Dept. Fire</b>
00022755	AMERI-TECH EQUIPMENT C - Purch	\$6,012.96	
		<b>\$6,012.96</b>	<b>Subtotal for Dept. Fire Dept</b>
00023448	CASPER STAR TRIBUNE -Purchase	\$137.58	
00023448	CASPER STAR TRIBUNE - Purchase	\$550.30	
00023323	Claim ADJ/P-TOWN PUBLISHI - Cr	(\$150.00)	
00023821	PAYPAL MILITARYUSA - Purchase	\$21.98	
00023697	PASTPERFECT SOFTWARE - Purchas	\$432.00	
00023684	AMERICAN ASSOCIATION F - Purch	\$115.00	
00023767	AMERICAN ASSOC OF MUSE - Purch	\$250.00	
00023772	PAYPAL QUEENVIC - Purchase	\$10.75	
00023812	AMBI MAIL AND MARKETIN - Purch	\$2.87	
00022387	LEE'S GLASS - Purchase	\$1,775.90	
00023872	KNIFECENTER.COM - Purchase	\$371.65	
00024134	BLK MPMA - Purchase	\$45.00	
		<b>\$3,563.03</b>	<b>Subtotal for Dept. Fort Caspar</b>
00023452	WYOMING MACHINERY CO-Purchase	\$76.26	
00023064	BEARING BELTCHAIN00244 - Purch	\$9.37	
00023241	CMI-TECO - Purchase	\$106.60	
00023245	CMI-TECO - Purchase	\$129.58	
00023250	FAIR MANUFACTURING - Purchase	\$974.98	
00023278	NORCO INC - Purchase	\$84.26	
00023339	CMI-TECO - Purchase	\$187.80	
00023363	GREINER MOTOR COMPANY - Purcha	\$69.08	
00023306	GREINER BUICK GMC CADI - Purch	\$180.32	
00023054	WW GRAINGER - Purchase	\$21.89	
00023355	SHERRILL - Purchase	\$339.90	
00023765	ETRAILER - Purchase	\$105.90	
00023293	CMI-TECO - Purchase	\$109.28	
00023368	HOSE & RUBBER SUPPLY - Pur	\$64.10	
00023223	MCCOY SALES CORPORATIO - Purch	\$193.60	
00023375	GREINER MOTOR COMPANY - Purcha	\$62.01	
00023714	BEARING BELT CHAIN	\$9.60	
00023452	WYOMING MACHINERY CO-Purchase	\$61.35	
00023392	MCMASTER-CARR	\$30.03	
00023387	BEARING BELTCHAIN00244 - Purch	\$430.70	
00023348	BEARING BELTCHAIN00244 - Purch	\$15.87	
00023386	AMERI-TECH EQUIPMENT C - Purch	\$443.10	
00023367	POWER EQUIPMENT CO CAS - Purch	\$541.00	
00023357	BEARING BELTCHAIN00244 - Purch	\$96.38	
00023421	BEARING BELTCHAIN00244 - Purch	\$13.50	
00023602	WW GRAINGER - Purchase	\$15.46	
00023046	GREINER MOTOR COMPANY - Purcha	\$26.14	
00023180	ALPINE MOTOR SPORTS - Purchase	\$227.90	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023597 BEARING BELTCHAIN00244 - Purch	\$15.24
00023591 ATLAS OFFICE PRODUCTS - Purcha	\$44.31
00023579 GOODYEAR COMMERCIAL TI - Purch	\$203.32
00023576 WW GRAINGER - Purchase	\$77.75
00023572 WW GRAINGER - Purchase	\$11.00
00023571 OREILLY AUTO 00027466 - Purch	\$13.29
00023652 CMI-TECO - Credit	(\$935.95)
00023392 MCMASTER-CARR - Purchase	\$11.03
00023198 L N CURTIS & SONS - Purcha	\$108.89
00023118 S&S CASPER- PARTS - Purcha	\$84.23
00023257 PRECISION KNIFE & TOOL	\$539.04
00023235 CMI-TECO - Purchase	\$21.15
00023172 WHITES MOUNTAIN - Credit	(\$283.34)
00023233 STOTZ EQUIPMENT - Purchase	\$27.50
00023180 ALPINE MOTOR SPORTS	\$344.56
00023197 CMI-TECO - Purchase	\$40.58
00023291 GREINER MOTOR COMPANY - Purcha	\$131.76
00023296 ASAP RADIATOR AND SUPP - Purch	\$531.38
00023266 GREINER MOTOR COMPANY - Purcha	\$365.41
00023077 WW GRAINGER - Purchase	\$67.41
00023219 ALPINE MOTOR SPORTS - Purchase	\$87.95
00023221 SHERRILL - Purchase	\$116.95
00023221 SHERRILL INC	\$116.95
00023263 CMI-TECO - Purchase	\$151.95
00022463 GREINER MOTOR COMPANY - Purcha	\$101.98
00023132 WHITES MOUNTAIN - Purchase	\$71.79
00023478 BEARING BELTCHAIN00244 - Purch	\$16.58
00023576 WW GRAINGER	\$39.40
00023822 JACKS TRUCK AND EQUPMT - Purch	\$368.18
00023814 JACKS TRUCK AND EQUPMT - Purch	\$421.08
00023805 DRIVE TRAIN INDUSTRIES - Purch	\$26.21
00023735 BEARING BELTCHAIN00244 - Purch	\$20.25
00023742 BEARING BELTCHAIN00244 - Purch	\$137.88
00023745 INTERMOUNTAIN COACH LE - Purch	\$45.87
00023750 JACKS TRUCK AND EQUPMT - Purch	\$200.79
00023757 BEARING BELTCHAIN00244 - Purch	\$74.95
00023696 BEARING BELTCHAIN00244 - Purch	\$22.16
00023352 BEARING BELTCHAIN00244 - Purch	\$7.56
00023471 DRIVE TRAIN INDUSTRIES - Purch	\$31.11
00023679 BEARING BELTCHAIN00244 - Purch	\$16.98
00023311 GREINER MOTOR COMPANY - Purcha	\$71.80
00023489 BEARING BELTCHAIN00244 - Purch	\$163.14
00023492 CMI-TECO - Purchase	\$49.36
00023598 BEARING BELTCHAIN00244 - Purch	\$46.74
00023437 GREINER MOTOR COMPANY - Purcha	\$96.56
00023513 CMI-TECO - Credit	(\$300.70)
00023518 WYOMING MACHINERY CO - Purcha	\$1,210.75
00023539 BEARING BELTCHAIN00244 - Credi	(\$46.74)
00023545 BEARING BELTCHAIN00244 - Purch	\$164.16
00023547 DRIVE TRAIN INDUSTRIES - Purch	\$374.08

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023556	OSHKOSH CORP MCNEILUS - Purcha	\$772.45
00023452	WYOMING MACHINERY CO - Purchas	\$1,504.47
00023319	APPLIED IND TECH 0733 - Purch	\$32.50
00022858	BOBCAT OF CASPER - Purchase	\$43.17
00023199	BEARING BELTCHAIN00244 - Purch	\$162.55
00023210	BEARING BELTCHAIN00244 - Purch	\$8.15
00023212	BEARING BELTCHAIN00244 - Purch	\$60.16
00023220	BEARING BELTCHAIN00244 - Purch	\$46.00
00023230	BEARING BELTCHAIN00244 - Purch	\$25.34
00023314	DRIVE TRAIN INDUSTRIES - Purch	\$15.12
00023270	BEARING BELTCHAIN00244 - Purch	\$171.92
00023344	BEARING BELTCHAIN00244 - Purch	\$41.22
00023483	BEARING BELTCHAIN00244 - Credi	(\$0.31)
00023714	BEARING BELTCHAIN00244 - Purch	\$18.44
00023721	AMERI-TECH EQUIPMENT C - Purch	\$471.33
00023764	BEARING BELTCHAIN00244 - Purch	\$529.44
00023588	BOBCAT OF CASPER - Purchase	\$65.08
00023321	DRIVE TRAIN INDUSTRIES - Purch	\$17.40
00023328	DRIVE TRAIN INDUSTRIES - Purch	\$150.00
00023234	GREINER MOTOR COMPANY - Credit	(\$18.00)
00023727	BEARING BELTCHAIN00244 - Purch	\$263.09
00023476	MCCOY SALES CORPORATIO - Purch	\$45.69
00023600	BOBCAT OF CASPER - Purchase	\$420.10
00023605	HENSLEY BATTERY&ELECTR - P	\$78.65
00023612	BEARING BELTCHAIN00244 - Purch	\$265.86
00023658	CMI-TECO - Purchase	\$327.04
00023662	WHITES MOUNTAIN - Purchase	\$6.72
00023385	BEARING BELTCHAIN00244 - Purch	\$123.79
00023433	AMERI-TECH EQUIPMENT C - Purch	\$37.40
00022681	HENSLEY BATTERY&ELECTR - P	\$117.60
00023634	Cate Rental and Sales - Purcha	\$64.28
00023520	ALPINE MOTOR SPORTS - Purchase	\$106.75
00023458	SAFETY KLEEN SYSTEMS B - Purch	\$730.63
00023408	HELM PUBLICATION - Purchase	\$699.00
00023409	CMI-TECO - Purchase	\$86.63
00023422	BEARING BELTCHAIN00244 - Purch	\$14.69
00023452	WYOMING MACHINERY CO-Purchase	\$426.13
00023423	GREINER MOTOR COMPANY - Purcha	\$72.33
00023518	WYOMING MACHINERY	\$122.70
00023430	BEARING BELTCHAIN00244 - Purch	\$59.70
00023743	JACKS TRUCK AND EQUIPMT - Purch	\$16.54
00022737	DENVER INDUSTRIAL SALE - Purch	\$2,244.00
00022989	WW GRAINGER - Purchase	\$25.66
00022884	NMI NATIONWIDE/ALLIED - Purcha	\$50.00
00022898	CAPITAL BUSINESS SYSTE - Purch	\$23.00
00023452	WYOMING MACHINERY CO-pURCHASE	(\$14.40)
00023436	GREINER MOTOR COMPANY - Purcha	\$444.01
00023538	BEARING BELTCHAIN00244 - Purch	\$81.50
00023526	MOTION INDUSTRIES WY54 - Purch	\$215.05
00023523	GOODYEAR COMMERCIAL TI - Purch	\$193.32

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00022582 IN PETERSON EQUIPMENT - Purch	\$269.73	
00023446 GREINER MOTOR COMPANY - Purcha	\$116.47	
00023604 CAPITAL BUSINESS SYSTE - Purch	\$23.00	
00023613 BEARING BELTCHAIN00244 - Credi	(\$12.70)	
00023614 BEARING BELTCHAIN00244 - Credi	(\$30.00)	
00023618 JACKS TRUCK AND EQUPMT - Credi	(\$3,125.00)	
00023566 MOTION INDUSTRIES WY54 - Credi	(\$91.50)	
00023639 CMI-TECO - Purchase	\$2,750.00	
00023338 CMI-TECO - Purchase	\$935.95	
00023039 DAVID P. MEDLOCK SNAPO - Purch	\$53.00	
00023454 GREINER MOTOR COMPANY - Purcha	\$26.12	
00023567 BEARING BELTCHAIN00244 - Purch	\$14.71	
00023664 CMI-TECO - Purchase	\$838.74	
00023678 BEARING BELTCHAIN00244 - Purch	\$8.07	
00023681 BEARING BELTCHAIN00244 - Purch	\$10.78	
00023691 GREINER MOTOR COMPANY - Purcha	\$50.24	
00023804 GREINER MOTOR COMPANY - Purcha	\$45.52	
00023730 BEARING BELTCHAIN00244 - Purch	\$8.90	
00023705 GREINER MOTOR COMPANY - Purcha	\$208.10	
00023467 MOTION INDUSTRIES WY54 - Purch	\$158.93	
00023789 JACKS TRUCK AND EQUPMT - Purch	\$152.88	
00023461 CMI-TECO - Purchase	\$234.71	
00023694 BEARING BELTCHAIN00244 - Purch	\$338.60	
	<b>\$24,399.38</b>	<b>Subtotal for Dept. Garage</b>
00023947 KUM & GO #954 - Purchase	\$52.74	
00023739 MENARDS CASPER - Purchase	\$45.98	
00023950 BARGREEN WYOMING 25 - Purchase	\$190.12	
00023660 CPS DISTRIBUTORS INC C - Purch	\$66.29	
00024024 STAPLES 00114181 - Purch	\$114.25	
00023351 WAL-MART #1617 - Purchase	\$65.47	
00023336 CHARTER COMM - Purchase	\$134.78	
00022065 STAPLES 00114181 - Purch	\$31.99	
00022895 SOUTHWES 5262472822934 - Purc	\$279.20	
00023484 SUTHERLANDS 2219 - Purchase	\$94.13	
00023527 SUTHERLANDS 2219 - Purchase	\$41.94	
	<b>\$1,116.89</b>	<b>Subtotal for Dept. Golf Course</b>
00023824 MYCREATIVESHOP.COM - Purchase	\$7.00	
	<b>\$7.00</b>	<b>Subtotal for Dept. Health Insurance</b>
00023945 THE HOME DEPOT 6001 - Purchase	\$16.91	
00023261 THE CHOP SHOP - Purchase	\$103.60	
00023891 STAPLES 00114181 - Purch	\$62.47	
00023620 FALLLINE CORP - Purchase	\$92.45	
00023851 BURBACK'S REFRIGERATIO - Purch	\$400.59	
00022315 DION LABEL PRINTING, I - Purch	\$2,227.73	
00023844 COMTRONIX - Purchase	\$818.54	
00023916 SIRIUSWARE, INC. - Purchase	\$165.00	
00023856 STAPLES 00114181 - Purch	\$27.00	
00023205 SNOMAX LLC - Purchase	\$4,154.76	
00024148 MENARDS CASPER - Purchase	\$81.93	
00023994 STAPLES 00114181 - Purch	\$97.94	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023998 BURBACK'S REFRIGERATIO - Purch	\$1,029.32	
00023958 IN PETERSON EQUIPMENT - Purch	\$480.23	
00023809 PP CHS SNOWMAK - Purchase	\$289.94	
00024082 FALLLINE CORP - Purchase	\$322.39	
00023919 AGP PROPANE SERVICES - Purchas	\$4,977.14	
00023584 FALLLINE CORP - Purchase	\$40.00	
00023962 MOUNTAIN SPORTS - Purchase	\$28.50	
00023979 FACEBOOK KS4GH7JWR2 - Purchase	\$219.53	
	<b>\$15,635.97</b>	<b>Subtotal for Dept. Hogadon</b>
00024037 USPS 57155809430310940 - Purch	\$11.95	
00023955 LOAF N JUG #0192 Q81 - Purch	\$41.84	
00023675 USPS 57155809430310940 - Purch	\$6.49	
00023393 ADOBE SYSTEMS, INC. - Purchase	\$31.49	
00023456 SOCIETY FOR HUMAN RESO - Purch	\$190.00	
00023548 PARTY AMERICA CASPER # - Purch	\$88.63	
00023470 WM SUPERCENTER #1617 - Purchas	\$385.30	
00023497 INTERNATL SOCIETY - Purchase	\$205.00	
00023559 SEASONS DAY SPA AND SA - Purch	\$225.00	
00023637 ATLAS OFFICE PRODUCTS - Purcha	\$209.27	
00023553 ALBERTSONS - Purchase	\$41.99	
00023647 ATLAS OFFICE PRODUCTS - Purcha	\$20.63	
00023799 ATLAS OFFICE PRODUCTS - Credit	(\$209.27)	
	<b>\$1,248.32</b>	<b>Subtotal for Dept. Human Resources</b>
00023475 CRESCENT ELECTRIC 103 - Purcha	\$16.48	
00023979 Facebook	\$85.49	
	<b>\$101.97</b>	<b>Subtotal for Dept. Ice Arena</b>
00023659 CPU VENTURE TECH NETWO - Purch	\$1,498.99	
00023707 IN COLORADO GOVERNMEN - Purch	\$100.00	
00023847 ATLAS OFFICE PRODUCTS - Purcha	\$65.12	
	<b>\$1,664.11</b>	<b>Subtotal for Dept. Information Services</b>
00023968 National Animal Care & - Purch	\$525.00	
00023677 NORCO INC - Purchase	\$157.14	
00023193 COCA COLA BOTTLING CO - Purcha	\$53.20	
00023214 NORCO INC - Purchase	\$73.64	
00023992 CAMPBELL PET CO - ONLI - Purch	\$1,953.75	
00023508 AMBI MAIL AND MARKETIN - Purch	\$2.08	
00023985 National Animal Care & - Purch	\$525.00	
00023763 BAILEYS ACE HARDWARE - Purchas	\$6.28	
00023782 WAL-MART #3778 - Purchase	\$46.12	
00023834 IN EXPRESS PRINTING C - Purch	\$58.00	
00023509 SUTHERLANDS 2219 - Purchase	\$562.80	
00023854 RESPOND FIRST AID OF W - Purch	\$27.35	
00023924 COMTRONIX - Purchase	\$49.00	
00024238 PERSONNEL CONCEPTS - Purchase	\$47.27	
00023884 COCA COLA BOTTLING CO - Purcha	\$60.00	
00023839 MENARDS CASPER - Purchase	\$17.99	
00023236 COCA COLA BOTTLING CO - Purcha	\$15.00	
00023913 National Animal Care & - Purch	\$525.00	
	<b>\$4,704.62</b>	<b>Subtotal for Dept. Metro Animal</b>

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00024229	USPS 57155809430310940 - Purch	\$19.82	
00024229	USPS 57155809430310940 - Purch	\$2.08	
		<b>\$21.90</b>	<b>Subtotal for Dept. Metropolitan Planning</b>
00023570	CASPER CONTRACTORS SUP - Purch	\$23.19	
00023653	MICHAELS FENCE & SUPPL - P	\$47.35	
00023542	CPS DISTRIBUTORS INC C - Purch	\$12.18	
00023774	CASPER CONTRACTORS SUP - Purch	\$15.48	
00023778	CPS DISTRIBUTORS INC C - Purch	\$89.87	
00023865	STAPLES 00114181 - Purch	\$21.49	
00023993	R & R REST STOPS - Purchase	\$2,071.57	
00022878	UNITED 01624342111195 - Pur	\$4.00	
00023777	SUTHERLANDS 2219 - Purchase	\$17.97	
00023761	SUTHERLANDS 2219 - Purchase	\$17.67	
00023686	ATLAS OFFICE PRODUCTS - Purcha	\$12.16	
00023687	BAILEYS ACE HARDWARE - Purchas	\$18.77	
00023733	THE HOME DEPOT 6001 - Purchase	\$13.98	
00023752	CPS DISTRIBUTORS INC C - Purch	\$29.80	
00023557	MURDOCH'S RANCH & HOME - P	\$59.98	
		<b>\$2,455.46</b>	<b>Subtotal for Dept. Parks</b>
00023817	MURDOCH'S RANCH & HOME - Purch	\$44.99	
00023532	DENNIS SUPPLY COMPANY - Purcha	\$1,981.54	
		<b>\$2,026.53</b>	<b>Subtotal for Dept. Perpetual Care</b>
00024229	USPS 57155809430310940 - Purch	\$100.50	
00024197	ATLAS REPRODUCTION - Purchase	\$12.00	
00024171	ATLAS REPRODUCTION - Purchase	\$18.00	
		<b>\$130.50</b>	<b>Subtotal for Dept. Planning</b>
00023937	UNITED 01626014754965 - Pur	\$25.00	
00023737	STAPLES 00114181 - Purch	\$52.99	
00024068	ACT National Associati - Purch	\$350.00	
00023149	UNITED 01675332744960 - Pur	\$784.70	
00024136	PEDENS INC. - Purchase	\$342.00	
00024200	R & R REST STOPS - Purchase	\$154.92	
00024188	NOLAND FEED INC. - Purchase	\$86.80	
00024044	OLDE MASTER ORIGINALS - Purcha	\$301.50	
00024095	CASPER ANIMAL CENTER, - Purcha	\$16.38	
00022694	LIFELINE TRAINING - CA - Purch	\$209.00	
00023798	MENARDS CASPER - Purchase	\$31.96	
00023092	TRAVEL INSURANCE POLIC - Purch	\$36.00	
00023005	MAVERIK #426 - Purchase	\$24.79	
00023648	CHARTER COMM - Purchase	\$52.14	
00023823	BARGREEN WYOMING 25 - Purchase	\$387.00	
00023704	UNITED 01626013433402 - Pur	\$25.00	
00023793	IN EXPRESS PRINTING C - Purch	\$116.00	
00023202	SAFEWAY FUEL 10024669 - Purch	\$12.39	
00023265	SHELL OIL 12376552001 - Purcha	\$22.39	
00023828	ENTENMANN-ROVIN COMPAN - Purch	\$1,416.20	
00023825	ENTENMANN-ROVIN COMPAN - Purch	\$152.50	
00024035	NOLAND FEED INC. - Purchase	\$86.80	
00023870	IN EXPRESS PRINTING C - Purch	\$58.00	
00023941	HARTZ E&F TOWING & REC - Purch	\$409.00	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023967	QUALITY OFFICE SOLUTIO - Purch	\$267.57	
00023669	ATLAS OFFICE PRODUCTS - Purcha	\$193.59	
00023899	MARATHON PETRO104851 - Purchas	\$33.57	
00023897	GAL UNIFORM&EQUIPMENT - Purcha	\$255.16	
00023929	HARTZ E&F TOWING & REC - Purch	\$345.00	
00023928	SIRCHIE FINGER PRINT L - Purch	\$92.45	
00023896	HOLIDAY INN EXPRESS - Purchase	\$265.65	
00023921	R & R REST STOPS - Purchase	\$162.92	
00023980	ATLAS OFFICE PRODUCTS - Purcha	\$16.08	
00023879	NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00023590	NOBE INC. - Purchase	\$292.00	
00023859	RICOH USA, INC - Purchase	\$623.19	
00023564	INST. OF POLICE TECH & - Purch	\$795.00	
00024126	ATLAS OFFICE PRODUCTS - Purcha	\$169.66	
00023963	SAMSCLUB #6425 - Purchase	\$15.36	
00023984	SHELL OIL 10010894003 - Purcha	\$22.00	
00023305	TASER TRAINING ACADEMY - Purch	\$350.00	
00023949	MERBACK AWARD COMPANY - Purcha	\$209.28	
00023712	ATLAS OFFICE PRODUCTS - Purcha	\$159.39	
		<b>\$9,471.33</b>	<b>Subtotal for Dept. Police</b>
00023746	PROFESSIONAL SAFETY SY - Purch	\$1,440.00	
		<b>\$1,440.00</b>	<b>Subtotal for Dept. Police Dept</b>
00023893	PIZZA RANCH CASPER - Purchase	\$122.96	
		<b>\$122.96</b>	<b>Subtotal for Dept. Police Grants</b>
00023760	URGENT CARE OF CASPER - Purcha	\$93.00	
00023589	GATE 1199 Q80 - Purch	\$22.38	
00023575	ALAMO RENT-A-CAR - Purchase	\$325.47	
00023616	UNITED 01626012454872 - Pur	\$60.00	
00023647	ATLAS OFFICE PRODUCTS - Purcha	\$10.28	
00023290	UNITED 01626009878334 - Pur	\$25.00	
00023482	URGENT CARE OF CASPER - Purcha	\$242.00	
00023577	STAYBRIDGE SUITES OF J - Purch	\$940.16	
00023843	BAILEYS ACE HARDWARE - Purchas	\$45.15	
00023301	UNITED 01626009877704 - Pur	\$60.00	
		<b>\$1,823.44</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00024064	ROCKY MOUNTAIN DISCOUN - Purch	\$9.99	
00023749	SAMSCLUB #6425 - Purchase	\$29.88	
00023749	SAMSCLUB #6425 - Purchase	\$71.18	
00023609	HOBBY-LOBBY #0233 - Purchase	\$28.35	
00023995	USPS 57155804730311021 - Purch	\$6.35	
00023609	HOBBY-LOBBY #0233 - Purchase	\$6.98	
00023749	SAMSCLUB #6425 - Purchase	\$67.26	
00024009	USPS 57307804430331086 - Purch	\$35.59	
00024187	CREATIONS UNLIMITED - Credit	(\$15.51)	
00023906	NORCO INC - Purchase	\$112.12	
00023563	DOMINO'S 6042 - Purchase	\$42.84	
00024096	BAILEYS ACE HARDWARE - Purchas	\$74.91	
00023499	CREATIONS UNLIMITED - Purchase	\$202.94	
00023329	DOLRTREE 3288 00032888 - Purch	\$37.00	
00023329	DOLRTREE 3288 00032888 - Purch	\$3.00	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00024162 CREATIONS UNLIMITED - Purchase	\$249.00	
	<b>\$961.88</b>	<b>Subtotal for Dept. Recreation</b>
00023390 SAMSClub #6425 - Credit	(\$5.05)	
00023877 WYOMING RIB & CHOP HOU - Purch	\$55.48	
00023819 AIRGAS CENTRAL - Purchase	\$268.44	
00023724 OFFICE MAX - Purchase	\$28.78	
00023580 RESPOND FIRST AID OF W - Purch	\$16.77	
00023981 SAMSClub #6425 - Purchase	\$189.01	
00023820 THE EGG AND I CHEYENNE - Purch	\$39.50	
00023920 BEARING BELTCHAIN00244 - Purch	\$59.76	
00023756 PILOT 00007591 - Purch	\$15.73	
00023345 SAMS CLUB #6425 - Purchase	\$131.75	
	<b>\$800.17</b>	<b>Subtotal for Dept. Refuse Collection</b>
00023779 NORCO INC - Purchase	\$1,122.76	
00024047 UWEX REGISTRATION - Purchase	\$1,245.00	
00023346 CASPER FIRE EXTINGUISH - Purch	\$378.15	
00024154 SAMS CLUB #6425 - Purchase	\$139.39	
00023748 NORCO INC - Credit	(\$297.67)	
00024111 ALSCO SLCAS - Purchase	\$176.48	
00024058 USPS 57155809430310940 - Purch	\$49.00	
00024120 OFFICE MAX - Purchase	\$28.40	
00024166 WAL-MART #1617 - Purchase	\$31.48	
00023276 BEARING BELTCHAIN00244 - Purch	\$9.99	
	<b>\$2,882.98</b>	<b>Subtotal for Dept. Sewer</b>
00023936 BEARING BELTCHAIN00244 - Purch	\$13.36	
00024109 FLEETPRIDE 893 - Purchase	\$102.72	
00023803 URGENT CARE OF CASPER - Purcha	\$58.00	
00024094 HARBOR FREIGHT TOOLS 3 - Purch	\$5.98	
00024042 BAILEYS ACE HARDWARE - Purchas	\$5.99	
00023123 MONTPELIER BROADCASTIN - Purch	\$800.00	
00023874 WAL-MART #1617 - Purchase	\$32.52	
00023670 MENARDS CASPER - Purchase	\$71.94	
00024164 ALSCO SLCAS - Purchase	\$19.00	
00023680 HQ SOUTHERN BBQ LLC - Purchase	\$800.00	
00023940 BOBCAT OF CASPER - Purchase	\$3,328.00	
00024138 STAPLES 00114181 - Purch	\$67.89	
	<b>\$5,305.40</b>	<b>Subtotal for Dept. Streets</b>
00023741 MIS INDUSTRIAL SUPPLY - Purcha	\$91.95	
00023961 BAILEYS ACE HARDWARE - Purchas	\$15.98	
00023555 EDGE CONSTRUCTION SUPP - Purch	\$541.50	
00024282 ADVANCED TRAFFIC PRODU - Purch	\$1,176.00	
00023708 HOSE & RUBBER SUPPLY - Pur	\$576.00	
00023784 WEAR PARTS INC - Purchase	\$389.22	
00023486 CRUM ELECTRIC SUPPLY C - Purch	\$116.57	
00024183 BAILEYS ACE HARDWARE - Purchas	\$20.98	
	<b>\$2,928.20</b>	<b>Subtotal for Dept. Traffic</b>
00024139 NORCO INC - Purchase	\$1,106.80	
00023689 BAILEYS ACE HARDWARE - Purchas	\$5.99	
00023786 BOBCAT OF CASPER - Purchase	\$21.75	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023833	BAILEYS ACE HARDWARE - Purchas	\$14.28	
00023826	LONG BLDG. TECHNOLOGIE - Purch	\$350.00	
00023867	PENTAIR VALVES & CONTR - Purch	\$1,178.51	
00023849	TFS FISHER SCI CHI - Purchase	\$27.55	
00023863	ATLAS OFFICE PRODUCTS - Purcha	\$348.17	
00023682	CASPER CONTRACTORS SUP - Purch	\$60.69	
00023818	WEAR PARTS INC - Purchase	\$12.87	
00023930	HACH COMPANY - Purchase	\$387.12	
00023875	WW GRAINGER - Purchase	\$136.80	
00023883	PENTAIR VALVES & CONTR - Purch	\$1,178.50	
00023671	CRUM ELECTRIC SUPPLY C - Purch	\$88.79	
00023517	WEAR PARTS INC - Purchase	\$34.22	
00024115	ALSCO SLCAS - Purchase	\$597.72	
00023533	PORTER'S MOUNTAIN VIEW - Purch	\$13.99	
00023888	ENERGY LABORATORIES - Purchase	\$252.00	
00023643	ENERGY LABORATORIES - Purchase	\$220.00	
00023631	INSTRUMENT & SUPPLY WE - P	\$2,457.70	
00023901	ENERGY LABORATORIES - Purchase	\$2,160.00	
00023426	NORTHROP BOILER WORKS - Purcha	\$77.70	
00023491	FLEXICRAFT - Purchase	\$161.92	
00023469	HOSE & RUBBER SUPPLY - Pur	\$5.78	
00023827	INTERMOUNTAIN MOTOR SA - Purch	\$2,786.99	
00023974	CASPER WINCO SUPPLY CO - Purch	\$10.80	
00023449	WW GRAINGER - Purchase	\$14.68	
00023990	BOBCAT OF CASPER - Purchase	\$60.94	
00023907	BEARING BELTCHAIN00244 - Purch	\$96.97	
00023428	WINN-MARION BARBER, LL - Purch	\$1,586.88	
00023768	BOBCAT OF CASPER - Purchase	\$6.52	
00023719	CASPER WINNELSON CO - Purchase	\$36.93	
00023794	JWC - Purchase	\$907.02	
00023725	HOSE & RUBBER SUPPLY - Pur	\$7.19	
00024067	HAJOCA KEENAN SUPP 25 - Purcha	\$112.13	
00023795	BOBCAT OF CASPER - Purchase	\$137.54	
	<b>\$16,663.44</b> Subtotal for Dept.		Waste Water
00023890	HOWARD SUPPLY COMPANY - Purcha	\$100.87	
00024053	CASPER WINNELSON CO - Purchase	\$41.13	
00023873	OVERHEAD DOOR COMPANY - Purcha	\$253.30	
00023506	USPS 57155809430310940 - Purch	\$17.22	
00023835	FERGUSON ENT #3069 - Purchase	\$68.38	
00023701	BLOEDORN LUMBER CASPER - Purch	\$2.84	
00023953	SAMSClub #6425 - Purchase	\$85.57	
00023380	SUTHERLANDS 2219 - Credit	(\$5.24)	
00023857	HOSE & RUBBER SUPPLY - Purchas	\$22.51	
00023374	SUTHERLANDS 2219 - Purchase	\$5.49	
00023914	BEARING BELTCHAIN00244 - Purch	\$56.47	
00023869	CASPER CONTRACTORS SUP - Purch	\$8.24	
00023773	BLOEDORN LUMBER CASPER - Purch	\$2.70	
00023871	SMITHS FOOD #4185 - Purchase	\$12.67	
00023935	BEARING BELTCHAIN00244 - Purch	\$51.99	
00023382	POLLARDWATER.COM #3325 - Purch	\$629.00	

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023327	GUNNERS METERS - Purchase	\$922.00	
00023880	ENERGY LABORATORIES, I - Purch	\$340.00	
00023415	AMERI-TECH EQUIPMENT C - Purch	\$250.00	
00023333	SUTHERLANDS 2219 - Purchase	\$4.99	
00023442	HACH COMPANY - Purchase	\$581.97	
00023910	USPS - Postage Stamps	\$49.00	
00023394	HARBOR FREIGHT TOOLS 3 - Purch	\$11.94	
00023628	WM SUPERCENTER #3778 - Purchas	\$9.88	
00023593	ENERGY LABORATORIES, I - Purch	\$300.00	
00023726	WW GRAINGER - Credit	(\$105.45)	
00023710	IN GREAT PLAINS CLEAN - Purch	\$58.48	
00024073	BLOEDORN LUMBER CASPER - Purch	\$8.17	
00024088	CASPER WINNELSON CO - Purchase	\$7.74	
00023808	WEAR PARTS INC - Purchase	\$35.70	
00024090	FERGUSON ENT #3069 - Purchase	\$8.85	
00023592	NORCO INC - Purchase	\$161.20	
00023622	DANA KEPNER CO. - Purchase	\$1,744.00	
00023997	DIAMOND VOGEL PAINT #7 - Purch	\$26.36	
00023623	DANA KEPNER CO. - Purchase	\$99.40	
00024050	OFFICE MAX - Purchase	\$65.99	
00023635	CUSTOM FIBERGLASS INC - Purcha	\$250.00	
00023642	UNITED 01624361588942 - Pur	\$768.20	
00023490	UNION WIRELESS - Purchase	\$129.91	
00024031	CASPER WINNELSON CO - Purchase	\$40.49	
00023703	ENERGY LABORATORIES, I - Purch	\$579.42	
00023792	BLOEDORN LUMBER CASPER - Credi	(\$2.84)	
00023543	ATLAS OFFICE PRODUCTS - Purcha	\$11.84	
00023771	ALBERTSONS - Purchase	\$10.18	
00023692	DANA KEPNER CO. - Purchase	\$716.01	
		<b>\$8,436.57</b>	<b>Subtotal for Dept. Water</b>
00023503	EUROFINS EATON ANALYTI - Purch	\$100.00	
00023977	PRAIRIE PELLA WYOMING - Credit	(\$350.00)	
00023272	CRUM ELECTRIC SUPPLY C - Purch	\$155.52	
00023498	WESTERN SLING CO - Purchase	\$46.02	
00023780	WW GRAINGER - Purchase	\$148.70	
00023599	ATLAS OFFICE PRODUCTS - Purcha	\$142.83	
00023646	ENERGY LABORATORIES - Purchase	\$150.00	
00023632	ENERGY LABORATORIES - Purchase	\$2,722.00	
00023554	COASTAL CHEMICAL CO LL - Purch	\$1,306.80	
00023633	ENERGY LABORATORIES - Purchase	\$225.00	
00023836	BEARING BELTCHAIN00244 - Purch	\$14.52	
00023504	WW GRAINGER - Purchase	\$123.85	
00023910	USPS 57155809430310940 - Purch	\$16.64	
00023766	WW GRAINGER - Purchase	\$116.20	
00023398	WW GRAINGER - Purchase	\$51.20	
00023744	PRAIRIE PELLA WYOMING - Purcha	\$350.00	
00023481	SUTHERLANDS 2219 - Purchase	\$23.06	
00023728	NORCO INC - Purchase	\$25.00	
00023381	ALBERTSONS #2060 - Purchase	\$104.51	
		<b>\$5,471.85</b>	<b>Subtotal for Dept. Water Treatment Plant</b>

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

00023569 OREILLY AUTO 00027466 - Purch  
00023685 WW GRAINGER - Purchase

\$14.99  
\$129.76  
**\$144.75 Subtotal for Dept.** Weed And Pest  
**\$148,346.35 Subtotal for Vendor**

## PEAKS TO PLAINS DESIGN, P.C.

1272 AMENDMENT NO 1 - I25/SHOSHONI

\$641.46  
**\$641.46 Subtotal for Dept.** Parks  
**\$641.46 Subtotal for Vendor**

## PEGGY ROUNDS

RIN0024974 REFUND

\$56.56  
**\$56.56 Subtotal for Dept.** Water  
**\$56.56 Subtotal for Vendor**

## PEPSI COLA OF CASPER

478591 CO2 EMPTIES RETURNED  
478687 PEPSI, DIET PEPSI, MTN DEW, LI  
478689 CARBON DIOXIDE EMPTIES RETURN  
1362 DT PEPSI 5G PREM  
478690 AQUA VISTA, RETURN AQUA VISTA  
478688 CANNED PEPSI, DT PEPSI, MT DEW  
478590 DIET PEPSI BIB RETURNS

(\$450.00)  
\$3,286.10  
(\$300.00)  
\$42.00  
(\$438.00)  
\$275.00  
(\$2,554.00)  
**(\$138.90 Subtotal for Dept.** Casper Events Center

94 PRODUCT  
71 PRODUCT

\$212.90  
\$98.45  
**\$311.35 Subtotal for Dept.** Ice Arena  
**\$172.45 Subtotal for Vendor**

## PETER NIPER

SC2784800 WATER OPERATOR LEVEL I EXAM

\$93.00  
**\$93.00 Subtotal for Dept.** Water Treatment Plant  
**\$93.00 Subtotal for Vendor**

## POSTAL PROS, INC.

74334 UTILITY BILLING FEES  
74207 WEB POSTING NOV 2014  
74153 UTILITY BILLING FEES

\$9,125.33  
\$1,633.59  
\$9,992.50  
**\$20,751.42 Subtotal for Dept.** Finance  
**\$20,751.42 Subtotal for Vendor**

## ROBINSON CONTRACTING INC.

1-684 ASBSTOS INSP.2118 S JEFFERSON

\$750.00  
**\$750.00 Subtotal for Dept.** Planning  
**\$750.00 Subtotal for Vendor**

## ROCKY MOUNTAIN POWER

AP00014902061514 ELECTRICITY  
AP00016902061514 ELECTRICITY

\$4,896.48  
\$99.59  
**\$4,996.07 Subtotal for Dept.** Aquatics

AP00016702061514 ELECTRICITY

\$6,308.68  
**\$6,308.68 Subtotal for Dept.** Balefill

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

AP00015002061514 ELECTRICITY	\$173.54		
	<b>\$173.54</b>	Subtotal for Dept.	Cemetery
AP00015102061514 ELECTRICITY	\$24.78		
AP00015102061514 ELECTRICITY	\$1,487.70		
AP00015102061514 ELECTRICITY	\$43.89		
AP00015102061514 ELECTRICITY	\$1,150.99		
AP00015102061514 ELECTRICITY	\$3,527.01		
	<b>\$6,234.37</b>	Subtotal for Dept.	City Hall
AP00015402061514 ELECTRICITY	\$3,519.38		
	<b>\$3,519.38</b>	Subtotal for Dept.	Garage
AP00015902061514 ELECTRICITY	\$7,081.92		
	<b>\$7,081.92</b>	Subtotal for Dept.	Ice Arena
AP00016002061514 ELECTRICITY	\$1,073.46		
	<b>\$1,073.46</b>	Subtotal for Dept.	Metro Animal
AP00016202061514 ELECTRICITY	\$291.66		
	<b>\$291.66</b>	Subtotal for Dept.	Police
AP00015202061514 ELECTRICITY	\$3,710.05		
	<b>\$3,710.05</b>	Subtotal for Dept.	Recreation
AP00016302061514 ELECTRICITY	\$517.61		
	<b>\$517.61</b>	Subtotal for Dept.	Sewer
AP00016402061514 ELECTRICITY	\$46,513.42		
	<b>\$46,513.42</b>	Subtotal for Dept.	Traffic
AP00016602061514 ELECTRICITY	\$24,954.04		
	<b>\$24,954.04</b>	Subtotal for Dept.	Waste Water
RIN0024899 ELECTRICITY	\$8,167.70		
RIN0024899 ELECTRICITY	\$12,996.02		
	<b>\$21,163.72</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$126,537.92</b>	Subtotal for Vendor	

## ROCKY MOUNTAIN SCHOOL OF DANCE

RIN0024973 REFUND

\$40.00  
**\$40.00** Subtotal for Dept. Water  
**\$40.00** Subtotal for Vendor

## RONALD HULL

RIN0024931 PR CLAIM - BROKEN CURB STOP

\$1,100.00  
**\$1,100.00** Subtotal for Dept. Water  
**\$1,100.00** Subtotal for Vendor

## RYAN HIEB

RIN0024826 TUITION REIMBURSEMENT

\$743.40  
**\$743.40** Subtotal for Dept. Police  
**\$743.40** Subtotal for Vendor

## SAM PARSON'S UPHOLSTERY

673214 REUPHOLSTER SEAT/ SAMS UPHOL

\$340.00  
**\$340.00** Subtotal for Dept. Garage  
**\$340.00** Subtotal for Vendor

## SARAH STOCKERO

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

RIN0024938 TRAVEL REIMBURSEMENT

\$432.42

**\$432.42** Subtotal for Dept. Police

RIN0024963 TRAVEL REIMBURSEMENT

\$873.29

**\$873.29** Subtotal for Dept. Police

**\$1,305.71** Subtotal for Vendor

## SCOTT BAXTER

RIN0024969 TRAVEL REIMBURSEMENT

\$13.00

**\$13.00** Subtotal for Dept. Engineering

**\$13.00** Subtotal for Vendor

## SHERYL SMILEY

RIN0024964 REFUND

\$58.18

**\$58.18** Subtotal for Dept. Water

**\$58.18** Subtotal for Vendor

## SKYLINE RANCHES

RIN0024949 SEWER FEES

(\$72.73)

RIN0024949 SEWER FEES

\$727.35

**\$654.62** Subtotal for Dept. Sewer

RIN0024949 SEWER FEES

(\$231.79)

**(\$231.79)** Subtotal for Dept. Waste Water

**\$422.83** Subtotal for Vendor

## SNOW MACHINES, INC

0058289-IN ACTUATOR CLAMP BRACKET COMPLET

\$908.09

**\$908.09** Subtotal for Dept. Hogadon

**\$908.09** Subtotal for Vendor

## SOLID WASTE TRAINING INSTITUTE

1014 TRANSFER STATION OPS TRAINING

\$200.00

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

**\$200.00** Subtotal for Vendor

## SPEVON WALTON

RIN0024971 REFUND

\$39.75

**\$39.75** Subtotal for Dept. Water

**\$39.75** Subtotal for Vendor

## STAR LINE FEEDS

231633 PET FOOD

\$339.50

**\$339.50** Subtotal for Dept. Metro Animal

**\$339.50** Subtotal for Vendor

## STATE OF NEBRASKA - DEPT OF MOTOR VEHICLES

RIN0024932 DRIVING RECORD REQUEST

\$3.00

**\$3.00** Subtotal for Dept. Police

**\$3.00** Subtotal for Vendor

## STATE OF WY. - DEPT. OF AGRICULTURE

RIN0024921 2015 FOOD LICENSE CODE #1237

\$50.00

**\$50.00** Subtotal for Dept. Casper Events Center

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

**\$50.00** Subtotal for Vendor

## STATE OF WY. - DEPT. OF REVENUE

641-25002322 SALES TAX/JANUARY

\$11.45

**\$11.45** Subtotal for Dept. Aquatics

641-25002322 SALES TAX/JANUARY

\$7.43

**\$7.43** Subtotal for Dept. Balefill

641-25002322 SALES TAX/JANUARY

\$1,576.68

641-25002322 SALES TAX/JANUARY

\$101.19

641-25002322 SALES TAX/JANUARY

\$501.64

641-25002322 SALES TAX/JANUARY

\$7.14

641-25002322 SALES TAX/JANUARY

\$0.48

**\$2,187.13** Subtotal for Dept. Casper Events Center

641-25002322 SALES TAX/JANUARY

\$85.99

**\$85.99** Subtotal for Dept. Fort Caspar

641-25002322 SALES TAX/JANUARY

\$548.31

**\$548.31** Subtotal for Dept. Ice Arena

641-25002322 SALES TAX/JANUARY

\$38.95

**\$38.95** Subtotal for Dept. Recreation

**\$2,879.26** Subtotal for Vendor

## STEALTH PARTNER GROUP

RIN0024927 FEBRUARY 2015 PREMIUMS

\$63,796.20

RIN0024926 JANUARY 2015 PREMIUMS

\$62,835.80

**\$126,632.00** Subtotal for Dept. Health Insurance

**\$126,632.00** Subtotal for Vendor

## STEVE BULLOCK

085092 CLOTHING REIMBURSEMENT

\$110.25

**\$110.25** Subtotal for Dept. Police

RIN0024937 TRAVEL REIMBURSEMENT

\$344.63

**\$344.63** Subtotal for Dept. Police

**\$454.88** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

501210566 CHEESE, BEEF, HAM, TURKEY, CH

\$1,117.56

501280559 CREAMER, DORITOS, TORTILLA CHI

\$223.28

501280559 GRAPEFRUIT & PINEAPPLE JUICE,

\$108.99

**\$1,449.83** Subtotal for Dept. Casper Events Center

**\$1,449.83** Subtotal for Vendor

## TERRACON

T605946 SWF AIR EMISSIONS MONITORING A

\$2,352.00

**\$2,352.00** Subtotal for Dept. Balefill

**\$2,352.00** Subtotal for Vendor

## TES, INC

3140 2014 MISC SANITARY SEWER LININ

\$10,950.00

**\$10,950.00** Subtotal for Dept. Sewer

**\$10,950.00** Subtotal for Vendor

## TIM DACH

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

0910938 CLOTHING REIMBURSEMENT

\$81.90

**\$81.90** Subtotal for Dept. Buildings And Grounds

**\$81.90** Subtotal for Vendor

## TRIHYRO CORP.

95235 2014 MCKINLEY STREET IMPROVEME

\$503.83

**\$503.83** Subtotal for Dept. Sewer

95235 2014 MCKINLEY STREET IMPROVEME

\$2,977.10

**\$2,977.10** Subtotal for Dept. Streets

95235 2014 MCKINLEY STREET IMPROVEME

\$1,099.32

**\$1,099.32** Subtotal for Dept. Water

**\$4,580.25** Subtotal for Vendor

## TRINITY BUILDERS

RIN0024972 REFUND

\$88.36

**\$88.36** Subtotal for Dept. General Fund Revenue

**\$88.36** Subtotal for Vendor

## TWEED'S WHOLESALE

313922 HAND SOAP

\$663.60

**\$663.60** Subtotal for Dept. Recreation

**\$663.60** Subtotal for Vendor

## URGENT CARE OF CASPER LLC.

24357 MEDICAL TESTING

\$45.00

**\$45.00** Subtotal for Dept. Communications Center

25813 MEDICAL TESTING

\$32.00

**\$32.00** Subtotal for Dept. Police

**\$77.00** Subtotal for Vendor

## VERIZON WIRELESS

9739087905 CELL PHONE COMMAND BUS

\$122.25

**\$122.25** Subtotal for Dept. Communications Center

9739002324 EKG, IPADS, FIRE DEPT

\$2,082.87

**\$2,082.87** Subtotal for Dept. Fire

9739775039 FLEET AIRCARDS

\$3,641.27

**\$3,641.27** Subtotal for Dept. Police

9739002325 AIR CARD RRT2-FIRE DEPT

\$40.01

**\$40.01** Subtotal for Dept. Special Assistance

**\$5,886.40** Subtotal for Vendor

## WEBER, SARAH

0023699990 REFUND

\$49.24

**\$49.24** Subtotal for Dept. Water

**\$49.24** Subtotal for Vendor

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0024950 SEWER FEES

\$3,438.00

RIN0024950 SEWER FEES

(\$343.80)

**\$3,094.20** Subtotal for Dept. Sewer

RIN0024950 SEWER FEES

(\$758.30)

# Bills and Claims

City of Casper

04-Feb-15 to 17-Feb-15

**(\$758.30) Subtotal for Dept.** Waste Water  
**\$2,335.90 Subtotal for Vendor**

## WOLF GANG OF WY

1019 FEB 2015 TV PRODUCTION

\$3,833.33  
**\$3,833.33 Subtotal for Dept.** Council  
**\$3,833.33 Subtotal for Vendor**

## WORLDWASH

9551 HOOD CLEANING-STN#1

\$550.00  
**\$550.00 Subtotal for Dept.** Fire  
**\$550.00 Subtotal for Vendor**

## WY. ASSOC. OF MUNICIPALITIES

120 LEADERSHIP TRAINING RM

\$25.00  
**\$25.00 Subtotal for Dept.** Council  
**\$25.00 Subtotal for Vendor**

## WY. DEPT. OF TRANSPORTATION

0000072941 COOPERATIVE AGREEMENT - BRYAN

\$1,790.61  
**\$1,790.61 Subtotal for Dept.** Streets  
**\$1,790.61 Subtotal for Vendor**

## WY. LAW ENFORCEMENT ACADEMY

S-8951 TRAINING

\$1,500.00  
**\$1,500.00 Subtotal for Dept.** Communications Center  
**\$1,500.00 Subtotal for Vendor**

## WY. STATE FIREMEN'S ASSOC.

2015DUES 2015 DUES-FIRE DEPT.

\$50.00  
**\$50.00 Subtotal for Dept.** Fire  
**\$50.00 Subtotal for Vendor**

## WYOMING MEDICAL CENTER

1501200358 MEDICAL CARE

\$1,491.50  
**\$1,491.50 Subtotal for Dept.** Police  
**\$1,491.50 Subtotal for Vendor**

**Grand Total \$1,654,786.04**

Approved By:

On:



February 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director  
Craig Collins, City Planner

SUBJECT: Establish March 3, 2015, as Public Hearing Date for Consideration of a plat of portions of SW1/4 and the SE1/4NW1/4, Section 13, T33N, R79W, 6<sup>th</sup> P.M., Natrona County Wyoming, to create the Cambridge Addition, and the accompanying PUD site plan.

Recommendation:

That Council, by minute action, establish March 3, 2015, as the public hearing date for consideration of an ordinance approving the plat, and the accompanying PUD site plan for the proposed Cambridge Addition.

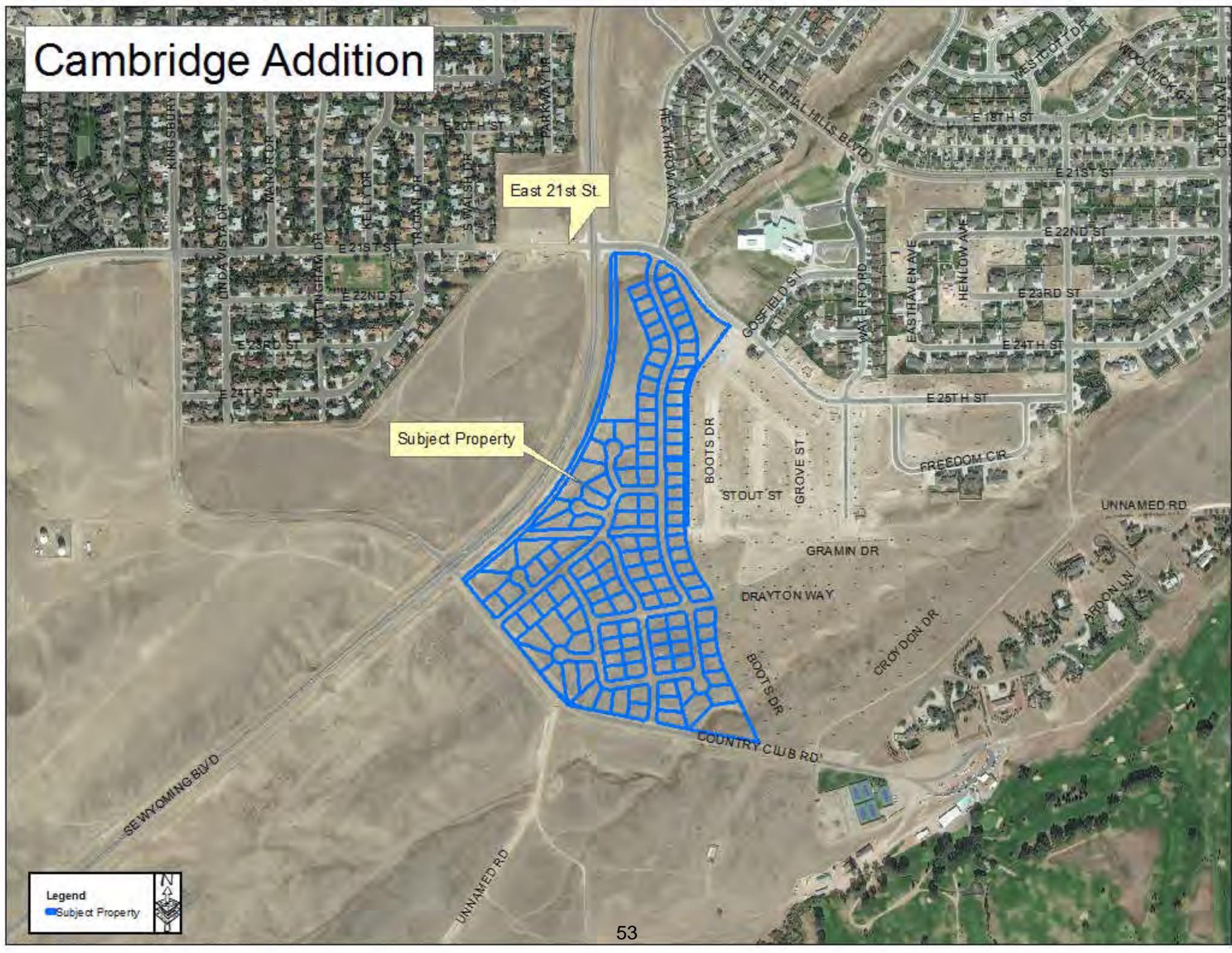
Summary:

402, LLC has applied for plat approval to create the Cambridge Addition, a sub-area of the Centennial Hills PUD (Planned Unit Development). The Centennial Hills PUD was approved by the City in 2003 and originally encompassed approximately 250-acres. The PUD has gone through several revisions since its original inception, with the most recent revision having been approved in March of 2011. The PUD now encompasses approximately 229-acres consisting of fifteen (15) different “villages,” or development parcels. At the time that each development parcel is platted for development, the developer is required to submit a site plan which establishes building envelopes, street types and locations, park and trail locations, and the overall lot/subdivision design. Specific lot configurations and final distribution of housing densities were not established in the PUD Guidelines; instead, those details are finalized at the time that individual villages are platted.

The proposed Cambridge Addition is located in a portion of the PUD (Planned Unit Development) that is currently designated for commercial development in the PUD Guidelines. The developer has now decided to change the land use in the subject area from commercial to single-family residential; therefore, the PUD Guidelines must be amended to change the land use designation of the area, and to adjust the total allowable dwelling units and overall density for the development. In August, the Planning and Zoning Commission continued this case so that the creation of the Cambridge Addition and the associated PUD site plan can be considered concurrent with an amendment to the Centennial Hills PUD Guidelines.

The Planning and Zoning Commission approved the plat and accompanying site plan by a vote of 7-0 at a public hearing held on September 23, 2014. There were no public comments received.

# Cambridge Addition



Subject Property

East 21st St

Legend

- Subject Property



February 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director  
Craig Collins, City Planner

SUBJECT: Establish March 3, 2015, as the public hearing date for consideration of an ordinance amendment to Casper Municipal Code Section 17.12.240(E), conditional use permits, petition procedure and hearing procedure.

Recommendation:

That Council, by minute action, establish March 3, 2015 as the public hearing date for consideration of an ordinance amendment to Casper Municipal Code Section 17.12.240(E), pertaining to voting by a majority of the Planning and Zoning Commission with regard to the approval of Conditional Use Permits.

Summary:

The Planning and Zoning Commission consists of seven members. A quorum of four commissioners is required to conduct its monthly meeting. When five or fewer members are present for a meeting, Casper Municipal Code Section 17.12.240(E) (the "Code Section") may conflict with both Wyoming Statute § 15-1-608(c) (the "Statute") and the Planning and Zoning Commission Rules -- Chapter 3, Section 3, Paragraph E. 12 (the "Rules").

The Statute requires that a majority of the Commissioners decide in favor of an application to pass it. Since the Commission has seven members, four would be required to pass an item. The rules also require four affirmative votes to pass any item.

On the other hand, the Code Section allows for merely a "majority of the members of the commission present" to pass an item. So, if only four or five commissioners attend a meeting, presumably three members present could pass a conditional use permit. In that case, the Statute would take precedence over the Code Section, and four votes would still be required.

An ordinance to bring Section 17.12.240(E) of the Casper Municipal Code in sync with the Statute (which would take precedence over the code section in any event) and the Rules has been prepared for Council's consideration.

February 9, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Establish March 3, 2015, as the Public Hearing Date for the Consideration of Proposed Amendments to the FY 2013/2014 and FY 2014/2015 Annual Action Plans

Recommendation:

That Council, by minute action, establish March 3, 2015 as the public hearing date to solicit community input toward the Proposed Amendments to the FY 2013/2014 and FY 2014/2015 Annual Action Plans

Summary:

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit community opinion in its proposed amendments to the FY 2013/2014 and FY 2014/2015 Annual Action Plans, which address the City's plans for the use of the CDBG funding.

With Council's direction to proceed with these amendments, staff is establishing the public hearing date in accordance with the City's Citizen Participation Plan. To ensure the public hearing is meaningful to the citizens, law requires that it be held in the presence of the Mayor and City Council members. The public hearing will be followed by a draft of the proposed amendments and a 30-day comment period. Review of any comments received, and final approval will be conducted in a regular City Council meeting, and a resolution will be prepared for Council's consideration. The approved amendments will then be forwarded to the Region 8 HUD office in Denver.

February 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish March 17, 2015, as the Public Hearing Date for the Consideration of a Trade of Real Property between East Elkhorn Ranch, LLC; Casper Redevelopment Company, LLC; and the City of Casper, Wyoming.

Recommendation:

That Council, by minute action, establish March 17, 2015 as the public hearing date for the consideration of a trade of real property between East Elkhorn Ranch, LLC; Casper Redevelopment Company, LLC; and the City of Casper, Wyoming.

Summary:

City Council will consider the trade of four (4) parcels of real property at the public hearing. The Notice of Public Hearing will be published once a week for three consecutive weeks. A Real Estate Trade Agreement will be prepared for Council's consideration.

February 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager



SUBJECT: Establish Public Hearing for Transfer of Ownership of Retail Liquor License No. 19

Recommendation:

That Council, by minute action, establish March 17, 2015, as the Public Hearing date for the consideration of the transfer of ownership of Retail Liquor License No. 19, from Safeway Stores 46 Inc., to Ridley's Family Markets Inc., d.b.a Ridley's Family Markets, located at 1375 CY Ave.

Summary:

An application has been received for a transfer of ownership of Retail Liquor License No. 19, from Safeway Stores 46 Inc., to Ridley's Family Markets Inc., d.b.a Ridley's Family Markets, located at 1375 CY Ave.

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](http://www.casperwy.gov)).

February 5, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Assistant City Manager   
SUBJECT: FY 2015 Budget Adjustment – Number 1

Recommendation:

That Council, by resolution, authorize adjustment of the Fiscal Year 2015 Budget.

Summary:

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

Typically, twice each fiscal year management evaluates the City's budget for consideration of presenting budget adjustment requests to the City Council. A mid-year evaluation is done focusing on capital items for which either; 1) their need or funding became available after the start of the fiscal year, or; 2) the progress of acquiring the items was not as planned in order to be encumbered and automatically re-budgeted in the following year, or; 3) the items were simple missed by error. At year-end in June an evaluation is done focusing on operating items along with any capital items that may need budget adjustments. The year-end adjustments are typically needed for unplanned overages of operating budgets caused by unforeseen events, conditions or budget errors.

It is recommended that the City Council authorize budget adjustments for FY 2015 in the amount of \$28,761,161. Funding for the total adjustments consist of \$1,020,814 of unanticipated revenues, \$11,042,000 of current revenues, \$16,698,347 of reserves.

The adjustments are summarized as follows:

Capital Equipment Fund – Increase \$209,999 for the following items:

- Increase Funding for Police radio equipment funded from proceeds from a FY12 Seizure Action. (\$69,601)
- Snow Removal Equipment for new Fire Station #2, due to the high winds at the new location, this has become an issue (\$24,000)
- Purchase of an Additional Skid Steer for the Streets Division, this will help facility the ability to run multiple projects simultaneously (\$102,398)
- Additional Funding for the purchase of two trailers for transporting mowers for the Parks Division, this will reduce wear and tear caused by driving mowers to locations (\$14,000)

These items will be funded from reserves.

Capital Projects Fund – Increase \$15,955,098 for the additional funding and re-budgeting for contracts not awarded prior to the end of FY 2014.

Provide additional funding for the following projects not included in the FY 2015 budget:

- Increase Funding for the Downtown Restroom Project for the Additional Cost of Locks (\$71,000), funding sources include (\$50,000) from 1% #13 and (\$21,000) from Council Goals
- Provide funding for architect design services for the new Fire Station #6 (\$250,000) from 1% #15
- Increase funding for the Platte River Restoration Project to reflect the contribution from BP Amoco (\$92,000)
- Provide funding for the contract with Amoco Joint Powers Board for the Conference Center property lease (\$5,096,520)
- Provide funding to secure a contract for the Maintenance Building at Hogadon (\$800,000) from 1% #15
- Provide funding to secure a contract for the replacement of Mike Sedar Pool (\$4,400,000) from 1% #15
- Increase funding for the new Ski Patrol Building at Hogadon to allow construction prior to the 2015-2016 ski season (\$50,000) from reserves
- Increase funding for the Raw Water Irrigation Project as a result of an increase in Consensus Funds (\$25,000)
- Increase funding for the Robertson Road Trail Extension as a result of funds provided by Natrona County (\$100,000)
- Budget funds for the Safe Routes to School Project funded by a TAP Grant approved, in October 2014, subsequent to the adoption of the FY 15 Budget (\$208,314)
- Increase Collectors and Arterials funding to allow for the completion of additional projects not included in the original allocation for the fiscal year (\$900,000) from 1% #14
- Provide funding for a new waterline on Country Club Road from a transfer from the Water fund (\$305,000)

Contracts for the following projects were not awarded prior to the end of FY 2014 as planned and need to be re-budgeted in this fiscal year:

- Ft. Casper Underpass Project (\$1,337,066), funding sources include (\$101,500) from 1% #13, (\$413,967) from 1% #14, (\$358,000) grant funds, (\$150,000) from Natrona County, and (\$313,599) from General Fund Reserves.
- Highland Park Detention Reservoir (\$442,998) from 1% #14 funds
- Stuckenhoff Restroom Project (\$181,500) from 1% #14 funds

- FY14 Traffic Signal Cabinet Replacement, final invoice was not processed correctly, funds encumbered were released in error (\$155,700) from reserves
- New door hardware at the Casper Events Center (\$120,000) from reserves
- Country Club Road Project (\$1,420,000) from reserves

These items are funded by unanticipated revenues (\$983,314), current revenues (\$5,471,000), and reserves (\$9,500,784).

Optional One Cent #13 Sales Tax Fund – Increase Transfers Out to Capital Projects (\$151,500) for:

- Downtown Restroom Project - Locks (\$50,000) Capital Projects
- Fort Caspar Underpass Project (\$101,500) Capital Projects

These items are funded by reserves.

Optional One Cent #14 Sales Tax Fund – Increase Transfers Out (\$1,912,465) consisting of:

- Snow Removal Equipment – Fire Station #2 (\$24,000) Capital Equipment
- Fort Caspar Underpass Project (\$413,967) Capital Projects
- Highland Park Detention Reservoir (\$442,998) Capital Projects
- Arterials & Collectors Project (\$900,000) Capital Projects
- Stuckenhoff Restroom Project (\$131,500) Capital Projects

These items are funded by reserves.

Optional One Cent #15 Sales Tax Fund – Increase Transfers Out (\$1,912,465) consisting of:

- Architect Design Services for the new Fire Station #6 (\$250,000)
- Mike Sedar Pool Replacement (\$4,400,000)
- Maintenance Building at Hogadon (\$800,000)

These items are funded by current revenues.

General Fund – Increase \$443,599 for the following items:

- Provide funding to cover ongoing costs associated with outside legal representation (\$100,000)
- Transfer to Capital Projects for the Fort Caspar Underpass Project (\$313,599)
- Ash Tray Urns for a City Park funded by a Keep America Beautiful Grant (\$2,000)

- Transfer funded from DDA Grant to Capital Projects for Downtown Restroom Project (\$21,000)
- Survey & Inventory of Old Yellowstone District Phase I & II funded by a grant from the State of Wyoming (\$7,000)

These items are funded by unanticipated revenues (\$7,000), current revenues (\$21,000) and reserves (\$415,599).

Refuse Collection – Increase \$197,500 for the following items:

- Increase funding for volunteer activities for the Platte River Revival to reflect a State Forestry Division Federal Grant (\$20,000) and contributions from donors (\$5,500)
- Transfer the remaining private funding received for the Platte River Revival to the North Platte River Foundation, a 501C3, which will handle all private funding for this project going forward (\$172,000)

These items are funded by unanticipated revenues (\$25,500) and reserves (\$172,000).

Sewer Fund – Increase by \$250,000 to re-budget funds allocated to the Begonia Lift Station, contract was not awarded prior to the end of FY 2014. This project will be funded from reserves.

Water Fund – Increase \$4,080,000 for the following items:

- Transfer fund to Capital Projects for the Country Club Road water line (\$305,000)
- Re-budget funds for contracts not awarded prior to the end of FY 2014 as planned and provide additional funds for water main replacements, for high priority CPU mains and additional replacements not included in the original budget as a result of the increase in street improvement projects (\$3,775,000)

Perpetual Care Fund – Increase by \$5,000 for tree planting from a UPS Tree Planting Grant from Keep America Beautiful. The award was announced in June 2014 after the FY 2015 budget was finalized.

Special Reserves Fund – Increase by \$100,000 for annual DDA funding, this is the first year of the two years of funding approved by Council. This is funded by current revenues.

Weed & Pest – Increase by \$30,000 for the replacement of a tractor, which has reached the end of its usable life. This purchase is funded by reserves.

A resolution is attached for Council's consideration.

RESOLUTION NO. 15-34

A RESOLUTION AMENDING THE FY 2015 BUDGET OF THE CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER

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

SECTION 1.

Pursuant to published notice and a hearing conducted as provided by law, the Council of the City of Casper, Natrona County, Wyoming, hereby amends the budget of the City of Casper for Fiscal Year 2014-2015 by adjusting the following funds for additional funding sources and increased appropriations:

Additional Funding Sources:

Unanticipated Revenues		
General Fund	\$	7,000
Capital Projects Fund		983,314
Refuse Collection Fund		25,500
Perpetual Care Fund		5,000
Current Revenues		
General Fund	\$	21,000
Capital Projects Fund		5,471,000
Optional One Cent #15 Sales Tax Fund		5,450,000
Special Reserves Fund		100,000
Reserves		
General Fund	\$	415,599
Capital Equipment Fund		209,999
Capital Projects Fund		9,500,784
Optional One Cent #13 Sales Tax Fund		151,500
Optional One Cent #14 Sales Tax Fund		1,888,465
Refuse Collection Fund		172,000
Sewer Fund		250,000
Water Fund		4,080,000
Weed & Pest Fund		<u>30,000</u>
Total	\$	28,761,161

Increased Appropriations			
General Fund		\$	443,599
Capital Equipment Fund			209,999
Capital Projects Fund			15,955,098
Optional One Cent #13 Sales Tax Fund			151,500
Optional One Cent #14 Sales Tax Fund			1,888,465
Optional One Cent #15 Sales Tax Fund			5,450,000
Refuse Collection Fund			197,500
Sewer Fund			250,000
Water Fund			4,080,000
Perpetual Care Fund			5,000
Weed & Pest Fund			30,000
			<hr/>
Total		\$	28,761,161

SECTION 2.

Should any of the funds hereby adjusted under this amended budget not be completely expended or encumbered they shall revert to the year-end fund balance.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of February 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

February 13, 2015

MEMO TO: John Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager 

SUBJECT: Public Hearing Cancellation

Recommendation:

That Council, by minute action, cancel the Public Hearing for consideration of the issuance of a transfer of ownership of Retail Liquor License No. 19, from Safeway Stores, to Ridley's Family Market Inc., d.b.a. Ridley's Family Markets, located at 1375 CY Avenue.

Summary:

The applicant has requested that the Public Hearing for the consideration transfer of ownership of Retail Liquor License No. 19, from Safeway Stores, to Ridley's Family Market Inc., d.b.a. Ridley's Family Markets, located at 1375 CY Avenue be canceled and re-establish the Public Hearing to be held on March 17, 2015 to Ridley's Family Market Inc., at 1375 CY Avenue.

February 6, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Issuance of Restaurant Liquor License No. 30

Recommendation:

That Council, by minute action, authorize the issuance of a Restaurant Liquor License for Energy Catering d.b.a Flat Iron Catering located at 3400 E. 2<sup>nd</sup> Street.

Summary:

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

The conditions for holding a restaurant liquor license are:

- A restaurant is required that not less than sixty percent of gross sales be derived by food services. The applicant shall satisfy the City Council that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages.
- Except for the sale of a full bottle of wine that is partially consumed on premise as prescribed by law, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.
- A holder of a restaurant liquor license is not to serve alcoholic liquor or malt beverages to an individual person unless served in conjunction with meals served to, and eaten by, the individual person or reasonably believes the person has the intention of ordering and eating a meal.
- All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Casper Municipal Code, if food sales and services extend beyond the hours specified therein.
- Additionally, no restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

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](http://www.casperwy.gov)).

February 6, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: V. H. McDonald, Assistant City Manager  
SUBJECT: Annual Renewal of Liquor Licenses



Recommendation:

That Council, by minute action, authorize the annual renewal of City liquor licenses, contingent upon compliance with all other applicable codes, and with the conditions and restrictions previously placed on Retail Liquor License Nos. 6, 21 and 36, and Restaurant Liquor License No. 11.

Summary:

State Statutes require that the City Council hold a public hearing each year prior to the renewal of City issued liquor licenses (complete lists attached). This gives the public an opportunity to address the City Council with any concerns they might have concerning the operation and management of a given establishment. It also affords the City Council an opportunity to have certain liquor establishments appear and address questions the City Council might have.

All liquor license applications must be certified as being complete by the Liquor Division of the Wyoming Department of Revenue. The Division has certified all 2015-2016 licenses applications as being complete.

After the public hearing, if the City Council renews the liquor licenses, all renewed licenses will be effective April 1, 2015, the beginning of the 2015-2016 license year.

**Police Report for 2014**

The Casper Police Department has compiled a report of all calls for service at the addresses of all City licensed liquor dealers' establishments in calendar year 2014. The Police Department provides the report directly to the City Council.

As referred to in Chief Wetzel and Captain Freel's memorandums contained in the Liquor License Review for 2014, Moonlight Liquors and Powder River Veteran's Club are of concern. It is the Police Department recommendation that these licenses be closely reviewed and scrutinized by Council.

## Licenses with Conditions and Restrictions

Unless removed by the City Council, for the 2015-2016 license year the following licenses will retain the existing conditions and restrictions placed upon them:

Retail Liquor License No. 6, Frosty Bev LLC, d.b.a. **Frosty Liquor**, has stipulations and conditions regarding license ownership put in effect by City Council in September 2011.

Retail Liquor License No. 21, TIRT, A Wyoming, LLC, d.b.a. **Casper Liquors/Sandbar Lounge**, has stipulations and conditions regarding the patio service area and license ownership put in effect by City Council in September 2011.

Retail Liquor License No. 36 and Restaurant License No. 11, **Urban Market Wines, LLC**, d.b.a. Urban Market Wines, has stipulations and conditions related to use and location of the licenses, transferability and adjacent property acquisition and put in effect by City Council May 2014.

The complete Conditions and Restrictions for these licenses accompany this memorandum.

## Assessed Demerit Points

Casper Municipal Code 5.08.190.C requires reporting of assessed demerit points to the City Council at renewal. Although various liquor license holders, their employees, agents or third parties for certain charges, were convicted of a listed offense and consequently acquired demerit points (below) during the current license period, no holders accumulated enough points to be subject to suspension or revocation as provided by Code. The following are the assessed demerit points for as furnished by the Casper Police Department.

Establishment	License Type	Date	Disposition	Demerit Points	Offense
Dsasumo	Bar & Grill	5/29/2014	Pled Guilty	25	Sale to minor
On the Border	Bar & Grill	3/24/2014	Pled Guilty	25	Sale to minor
The Fort	Bar & Grill	4/27/2014	Pled Guilty	25	Sale to minor
Hilton Garden Inn	Resort	5/29/2014	Pled Guilty	25	Sale to minor
Charlie T's	Restaurant	3/5/2014	Pled Guilty	25	Sale to minor
Don Juan	Restaurant	4/25/2014	Dismissed	0	Sale to minor
Guadalajara	Restaurant	3/4/2014	Pled Guilty	25	Sale to minor
Lai Thai	Restaurant	4/25/2015	Pled Guilty	25	Sale to minor
Pizza Hut # 239	Restaurant	3/24/2014	Pled Guilty	25	Sale to minor
Galles Liquor Mart	Retail	3/24/2014	Pled Guilty	25	Sale to minor
Galloway's Irish Pub	Retail	5/12/2014	Pled Guilty	25	Sale to minor
Paradise Valley Liquors	Retail	3/24/2014	Pled Guilty	25	Sale to minor
Ramada Inn	Retail	4/27/2014	Pled Guilty	25	Sale to minor
Safeway (West)	Retail	5/12/2014	Pled Guilty	25	Sale to minor
Armor's /Silver Fox	Retail	5/3/2014	Pled Guilty	25	Sale to minor

## **Disclosed Felony and Alcohol Related Violations**

Any applicant that is an individual, partner, officer of a club, or stockholder holder, either jointly or severally, owning ten percent (10%) or more of the outstanding and issued capital stock of the corporations, limited liability company, limited liability partnership, or limited partnership, and every officer and every director are required to disclose if they have been convicted of a felony violation or a violation related to alcoholic liquor or malt beverages.

Various individuals listed on the 2015-2016 renewal applications disclosed they had alcohol related convictions. However, in contacting these applicants and verifying with the Casper Police Department all the individuals' convictions were over ten (10) years old. Wyoming Statutes require disclosure of convictions within ten (10) prior to filing of the application. Consequently, none of the individuals would have needed to make the disclosures in that the convictions are irrelevant to the renewal process relevant to State law.

## **Restaurant and Bar & Grill Licenses – Food Service Requirements**

Casper Municipal Code Sections 5.08.260 and 5.08.285 requires the applicant for a Restaurant Liquor License or a Bar & Grill Liquor License, to satisfy the City Council that the primary source of revenue from the operation of the restaurant be derived from food services and not from the sale of alcoholic liquor or malt beverages. The requirement is that the City Council shall condition renewal of the licenses upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve months' operations of a licensed restaurant or bar & grill, as reported by the applicant, be derived from food services.

From the review of all renewal applications, based on the information for the past twelve month period submitted by the applicants for renewal of restaurant liquor licenses or bar & grill licenses, the percent of food sales of each license holder exceeded sixty percent (60%) of gross sales.

## **Non-operational or “Parked” Licenses**

An owner or holder can maintain a license in an inactive or 'parked' status for two years without having a functional physical building and not purchasing annually the required minimum amount of alcohol. Upon showing good cause by the licensee, the Council may grant an extension of up to one year for the business or enterprise of the licensee to become operational or open for business or the license ownership transferred. Current parked licenses are:

Retail Liquor License No. 7, **Forward Development, LLC**, located at 441 Landmark Drive. The entity requested and received the one year extension. This license can remain parked until June 20, 2015.

Current non-operational licenses are:

Retail Liquor License No. 36 and Restaurant License No. 11, **Urban Market Wines, LLC**, d.b.a. Urban Market Wines, located at 319 West Midwest Ave. This license can remain parked until May 6, 2016.

Retail Liquor License No. 5, **Elixir LLC**, located at 800 Antler Street. This license can remain non-operational until August 20, 2015.

Retail Liquor License No. 8, **Z – Financial Administration Management, Inc.**, located at 1121 Wilkins Circle. This license can remain non-operational until October 22, 2016

Neither holder of Retail Liquor License No. 5 nor No. 8 has requested an extension in addition to the initial two year non-operational period.

### **Nonrenewal**

No application for renewal was received from the following license holder(s):

Restaurant License No. 4, **III Botticelli Ristorante, Inc.**, located at 129 West 2<sup>nd</sup> Street. The entity was contacted both in person and by mail to verify that no application had been received. Representatives of the entity indicated the license holder was not available to submit an application. Consequently the entity has been notified that alcohol will not be allowed to be served at that location beginning April 1, 2015.

Restaurant License No 24, **Lime Leaf Restaurant, Inc.**, located at 845 Ease 2<sup>nd</sup> Street. The renewal application was received too late to be included in the required publishing. Additionally, public hearings for renewals or transfers must be held not later than thirty days preceding the expiration date of the license. Consequently the required advertising could not be completed in time to hold an additional public hearing to consider the renewal prior to the thirty day limit.

In that both licenses not being renewed are restaurant licenses, the entities may apply for a new license.

**CITY OF CASPER**  
**RETAIL LIQUOR LICENSES**  
**APRIL 1, 2015 - MARCH 31, 2016**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
1	Tin Shack	Poplar Wine & Spirits	1016 S Poplar
2	Red Lobster Hospitality, LLC	Red Lobster	5010 E 2ND STREET
3	Poor Boy's Holdings, LLC	Poor Boy's Steakhouse	739 N Center St
4	MishMash, Inc.	Karen & Jim's	520 South Ash
5	Elixir, LLC	Elixir	800 Antler Dr.
6	Frosty Bev, LLC	Frosty Liquor	520 S Center
7	Forward Development, LLC	Forward Development	441 Landmark Drive
8	Z-Financial Administration & Management, INC	Z-Financial Administration & Management, INC	1121 Wilkins Circle
9	Smith's Food & Drug Centers	Smith's #185 (PO Box 40141, 82604)	2405 CY Ave
10	Armor's Restaurant, Inc.	Armor's Restaurant	3422 S Energy Ln
11	Partytime, Inc.	Partytime Liquors	1335 S McKinley
12	Firerock Hospitality, LLC	Firerock Steakhouse	6100 East 2nd St
13	The Keg & Cork, Inc.	Keg & Cork	5371 Blackmore Rd
14	R & M Development Co, Inc.	BW Ramkota	800 N Poplar
15	D & D Liquors	Dorn's Fireside Lounge	1745 CY Avenue
16	Albertsons LLC	Albertson's #2062	2625 E 2nd Street
17	L & L Liquors, Inc	Liquor Shed	240 S Wyoming Blvd
18	Casper Hospitality Group, LLC	Wonder Bar	256 S Center St
19	Safeway Stores #46, Inc.	Safeway Store #46	1375 CY Ave
20	Walmart	Walmart Store #3778	4255 CY Ave
21	TIRT, A WY LLC	Casper Liquors/Sandbar	100 N Ash
22	Wyoming Spirits, LLC	2nd Street Liquor & Wine	939 East 2nd St Ste 400
23	Johnson Restaurant Group, Inc.	CY Discount Liquor	840 CY Avenue
24	Alibi Bar & Lounge, Inc.	Alibi Bar & Lounge	1740 E Yellowstone
25	Albertsons Liquors, Inc.	Albertson's #2060	1076 CY Avenue
26	Wyoming Novelty Co	TJ's Bar & Grill	2024 CY Avenue
27	Alrog, Inc.	Moonlight Liquors	2305 E 12th St
28	Sunrise Center, LLC	Prime Time	4370 S Poplar
29	Mountain West Sales, Inc.	Galles Liquor Mart	748 E Yellowstone

**CITY OF CASPER**  
**RETAIL LIQUOR LICENSES**  
**APRIL 1, 2015 - MARCH 31, 2016**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
30	Gold Crown, LLC	Paradise Valley Liquors	401 Valley Dr
31	Sam's West, Inc.	Sam's Club #6425	4600 East 2nd St
32	Western States Inc	Ramada Plaza Riverside	300 West F St
33	Moyle Petroleum	Outlet Liquor & Tobacco	627 North Poplar
34	Dorsey Van Galloway	El-Marko Lanes/Galloway's Irish Pub & Eatery	2800 CY Ave
35	City of Casper	Casper Events Center	1 Events Drive
36	Urban Market Wines LLC	Urban Market Wines	319 West Midwest Ave

**CITY OF CASPER**  
**RESTAURANT LIQUOR LICENSES**  
**APRIL 1, 2015 - MARCH 31, 2016**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
1	Colvin Properties, LLC	Pizza Hut #239	3741 E 2nd St
2	Wagons West Management LLC	Pizza Ranch	5011 E 2nd Street
5	Bosco's, Inc.	Bosco's	847 E 'A' St
6	Sanford's Grub & Pub, Inc	Sanford's Grub & Pub	241 S Center
7	Charles Tyrrel	Charlie T's Pizzeria	112 E 2nd Street
8	High Plains Pizza, Inc.	Pizza Hut #238	3738 CY Ave
9	Shogun Steak House Inc.	Shogun Japanese Steak House	3095 Talon Drive
10	Los Espinos, Inc.	La Costa Mexican Restaurant	1600 East 2nd
11	Midwest Urban Development LLC	Midwest Market	319 West Midwest Avenue
13	Moreno & Moreno, LLC	Guadalajara Mexican Restaurant	3350 CY Avenue
14	JS Chinese Restaurant, LLC	JS Chinese Restaurant	116 W 2nd St
17	Childs Corp	La Cocina Mexican Restaurant	321 East 'E' Street
18	Juan Rosales	Don Juan Mexican Restaurant	144 S Center St
19	KET, LLC	Egginton's Restaurant	229 E 2nd St
20	OC-Casper, LLC	Old Chicago	3580 E 2nd St
21	House of Sushi, Inc.	House of Sushi	260 S Center St
22	Uncle Freddie's of Wyoming	Sanford's Grub & Pub	61 SE Wyoming Blvd
23	Alejandra Rosales	Tacos Mexico	2771A E 12th St
25	Wonderful House 3 Restaurant	Wonderful House 3 Restaurant	221 Montana Ave
26	Chopstix Asian Bistro	Chopstix Asian Bistro	1937 E 2nd Street
28	DSAS2, Inc.	DSAS2	441 Landmark Dr Ste 420A
29	JJM CW Hospitality Inc	Denny's Diner	4220 Hospitality Lane
30	Energy Catering	Flat Iron Grill	3400 E 2nd St

**CITY OF CASPER**  
**LIMITED RETAIL LIQUOR LICENSES**  
**APRIL 1, 2015 - MARCH 31, 2016**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
1	Benevolent & Protective Order of Elks Lodge #1353	Elks Lodge #1353	108 E 7th Street
2	Fraternal Order of Eagles #306	Eagles Lodge	306 N Durbin St
3	Powder River Veterans Club, Inc	Powder River Veterans Club	420 W 1st St
4	Casper Shrine Club, AAO of the Mystic Shrine of NA	Shrine Club	1501 W 39th Ave
5	Casper Petroleum Club	Petroleum Club	1301 Wilkins Circle
6	Casper Mustang Post VFW10677	VFW 10677	420 N Elk St
8	Casper Memorial VFW	Casper Memorial VFW	1800 Bryan Stock Trail
9	Cabin Creek Golf, LLC	Paradise Valley Country Club	70 Magnolia
10	Three Crowns, LLC	Three Crowns Golf Club	1601 King Blvd
11	City of Casper	The 19th Hole	2120 Allendale Blvd

**CITY OF CASPER**

**MICROBREWERIES - APRIL 1, 2015 - MARCH 31, 2016**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
1	Wyoming State Brewing	Wyoming State Brewing Co	256 South Center
2	OC-Casper, LC	Old Chicago	3580 E 2nd St

**RESORT LIQUOR LICENSES- APRIL 1, 2015 - MARCH 31, 2016**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>ADDRESS</b>
1	Jai Jai Mata Wyoming	Hilton Garden Inn	1150 North Poplar Dr
2	Casper Holiday Inn, LLC	Holiday Inn	721 Granite Peak Dr
3	Hospitality Dev Corp.	Parkway Plaza	123 W 'E' Street
4	Casper Hospitality LLC	Courtyard by Marriott	4260 Hospitality Lane

**BAR & GRILL APRIL 1, 2015 - MARCH 31, 2016**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>ADDRESS</b>
1	Asian Fusion, Inc.	Dsasumo	320 W 1st St
2	WYO-MEX, I, Inc.	On The Border	71 SE Wyoming Blvd
3	OG of Casper, Inc.	The Olive Garden Italian Rest.	5070 East 2nd Street
4	Casper Dave's LLC	Famous Dave's Bar-B-Que	5900 E 2nd Street
5	Johnny J's Bar & Grill LLC	J's Pub & Grill	3201 SW WY Blvd
6	Screamin' Hot Wyoming LLC	Buffalo Wild Wings	5071 E 2nd Street
7	Ujvary Enterprises, LLC	The Fort	500 West 'F' St

**MANUFACTURER SATELLITE WINERY APRIL 1, 2015 - MARCH 31, 2016**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>ADDRESS</b>
1	Table Mountain Vineyards, LLC	Table Mountain Vineyards	731 E 2nd St

## RETAIL LIQUOR LICENSE NO. 6 FROSTY'S LIQUOR

### CONDITIONS AND RESTRICTIONS

September 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 6, AND ANY OWNER(S) OR SUCCESSOR(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNER(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RECINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. Rodger Hessler, or any corporation or other entity in which he may have or hold and interest shall not have any ownership or other legal interest in or to Retail Liquor License Number 6, or have any relationship as a partner, stockholder, manager, employee or otherwise with the holder of or any license transferee except as provided in Paragraph 2 below.
2. The holder of Retail Liquor License Number 6 acknowledges that Sandbar, Inc., owns the building and associated real property located at 520 South Center Street, Casper, Wyoming, the current location of Retail Liquor License Number 6, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to the holder of or a future transferee of Retail Liquor License Number 6. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 6.
3. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 6.

# RETAIL LIQUOR LICENSE NO. 21 SANDBAR LOUNGE

## CONDITIONS AND RESTRICTIONS

April 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 21 AND ANY OWNERS(S) OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS OR OWNERS THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RESEDED BY FORMAL ACTIONS BY THE CASPER CITY COUNCIL

1. The Casper City Council has approved the use of an outside patio serving area for the location of Retail Liquor License Number 21, which patio serving area shall be subject to the following conditions and restrictions:
  - a. Prior to allowing the serving of alcoholic beverages in the patio area, two approved exits and panic hardware shall be installed *and maintained in working order for the duration that the patio is in use*, at the exit doors or gates, which must be at least 36 feet apart.
  - ~~b. The patio area will be closed no later than 10:00 p.m. Rescinded July 2012~~
  - c. The patio area, when it is open to the public, shall be staffed at all times.
  - d. Because the patio area encompasses two existing exits from the building, the patio area will be illuminated at all times when the building is occupied, even though the patio area may be closed.
  - e. There will be no cooking or storage in the patio area.
  - f. The owners(s) will be responsible for monitoring and cleaning the parking lot located at the northeast corner of West 1st and North Ash Streets.
  - g. The owners(s) will be responsible for monitoring and cleaning the parking lot located immediately to the south side of the Lenhart, Mason & Associates, LLC office building, located at 135 North Ash Street.
  - h. The owners(s) shall post signs requesting their patrons to refrain from parking in nearby private lots, or risk the chance of being towed.
  - i. The approval of the use of this outside patio serving area can be revoked at any time, at Council's sole discretion
2. Rodger Hessler, or any corporation or other entity in which he may have or hold an interest shall not have any ownership or other legal interest in Retail Liquor License Number 21, or have any relationship as a partner, stockholder, manager, employee or otherwise with any license transferee except as provided in Paragraph 3 below.

3. The Parties acknowledge that Sandbar, Inc, owns the building and associated real property located at 100 North Ash, Casper, Wyoming, the current location of Retail Liquor License Number 21, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to a future transferee of Retail Liquor License Number 21. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, as the 100% stockholder thereof from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 21 by the new transferee thereof.
4. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 21.

**RETAIL LIQUOR LICENSE NO. 36 URBAN MARKET WINES  
RESTAURANT LICENSE NO. 11 MIDWEST URBAN DEVELOPMENT**

**CONDITIONS AND RESTRICTIONS  
MAY 2014**

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 36 AND RESTAURANT LICENSE NUMBER 11 AND ANY OWNERS OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. This Retail Liquor License shall be restricted to its use only at 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.
2. Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Retail Liquor License No. 36 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City's right to revoke this Retail Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.
3. This Restaurant Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the "real property"), 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Restaurant Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Restaurant Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

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**

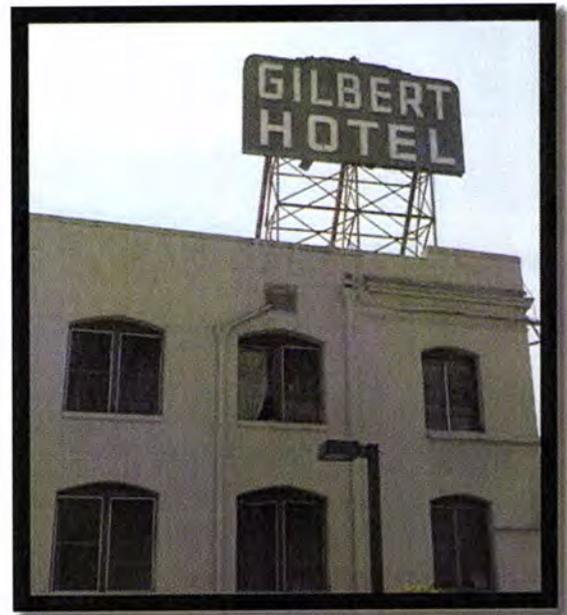
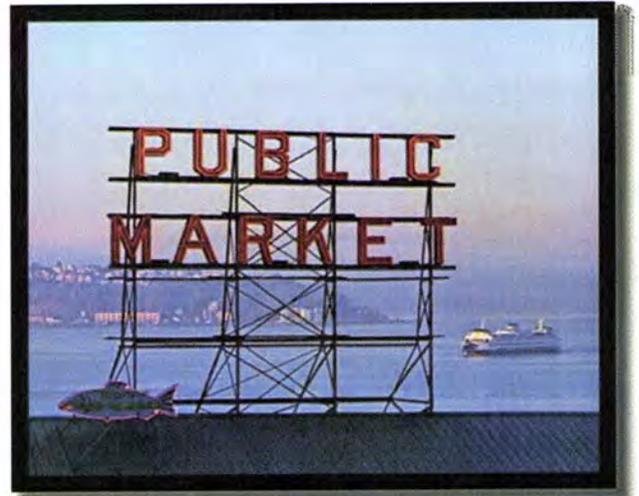
A sign located on the roof that by its construction materials, age, prominent location, unique design or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to the building's history may be permitted in the Old Yellowstone District and South 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.

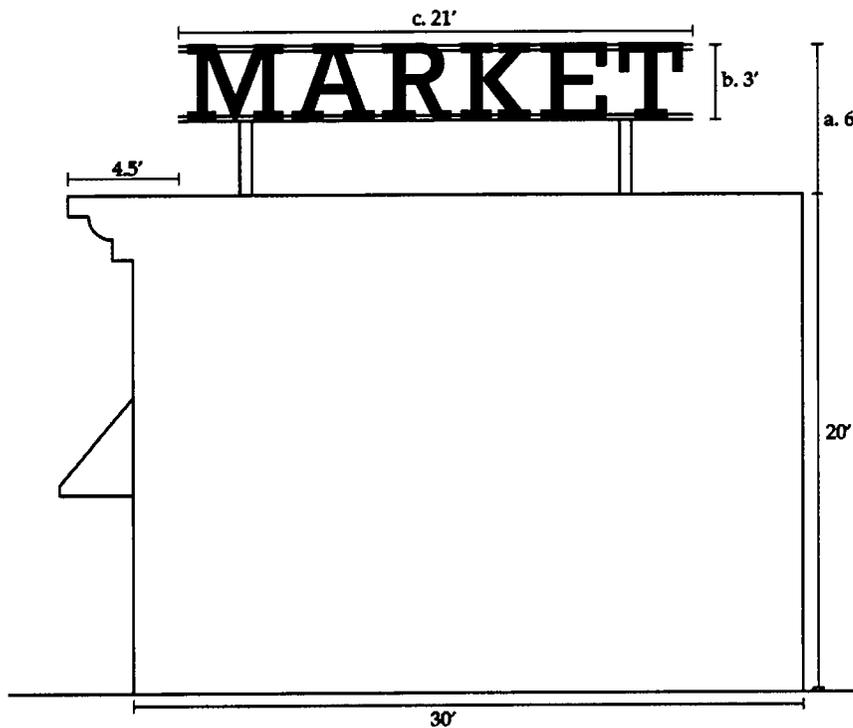


*Roof Signs shall be iconic and culturally significant to the nature of the District.*

- 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 1<sup>st</sup> reading the 20<sup>th</sup> day of January, 2015,

PASSED ON 2<sup>nd</sup> reading the 3<sup>rd</sup> day of February, 2015,

PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

Walker Tronchetti

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
CHARLIE POWELL  
Mayor

February 17, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Andrew Beamer, P.E., Public Services Director  
Jolene Martinez, Special Projects Analyst  
SUBJECT: Agreement with River Works, Inc.  
Morad Park North Platte River Restoration Project

Recommendation:

That Council, by resolution, authorize an agreement with River Works, Inc., for the Morad Park North Platte River Restoration Project, No. 14-17, in the amount of \$1,251,788.90. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$48,211.10, for a total project amount of \$1,300,000.00.

Summary:

On Friday, January 30, 2015, four (4) bids were received from contractors for bank stabilization, removal of rip/rap concrete, development of wetlands, and replanting the riparian zone with native vegetation along the North Platte River for the Morad Park site.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>River Works, Inc.</b>	<b>Raleigh, North Carolina</b>	<b>\$1,251,788.90</b>
North State Environmental, Inc.	Winston Salem, North Carolina	\$1,261,488.22
Land Mechanic Designs, Inc.	Willow Spring, North Carolina	\$2,397,838.00
Barnum Inc./Steady Stream Hydrology – Joint Venture	Buffalo/Sheridan, Wyoming	\$1,172,328.00

The estimate prepared by the City's consultant, Stantec, was \$1,100,000, with the low bid received at \$1,251,788.90. Adding a construction contingency amount of \$48,211.10.00 brings the total contract amount to \$1,300,000.00.

The contract documents prepared by the City's consultant, Stantec, had some rigorous prequalification requirements that were approved by the Platte River Revival Advisory Committee. These prequalifications required that the contractor provide a construction manager trained in Dave Rosgen Natural Channel Design and that the contractor had completed 10 stream restoration projects using natural channel design techniques totaling 25,000 feet or more. Stantec has determined that the joint venture firm of Barnum Inc./Steady Stream Hydrology does not meet these requirements. Accordingly, recommendation of award is being made to River Works, Inc.

Funding for this project will be from the City's Above the Cap One Time Money, the 2014 Wyoming Business Council Community Enhancement Grant, and the Wyoming Wildlife and Natural Resource Trust Grant.

A resolution is prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and River Works, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to restore the North Platte River adjacent Morad Park; and,

WHEREAS, River Works, Inc., is able and willing to provide those services specified as the **Morad Park North Platte River Restoration, Project No. 14-17.**

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, **Morad Park North Platte River Restoration, Project No. 14-17.**

ARTICLE 2. ENGINEER.

The Project has been designed by Stantec Consulting Services, Inc., 2950 East Harmony Road, Suite 290, Fort Collins, Colorado 80528, 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 November 20, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by December 4, 2015. To allow for a higher success rate of transplants, bareroots, potted plants and live stakes, planting shall begin in the spring of 2016 and be substantially completed by June 15, 2016 with final completion by June 23, 2016.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner 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 One Million Two Hundred Fifty-One Thousand Seven Hundred Eighty-Eight and 90/100 Dollars (\$1,251,788.90), 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 11 through 14, Bid Form and page 15, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Requirements. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
  - 5.1.1 Prior to payment of fifty percent (50%) of the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. 1-3.
- 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: “Morad Park North Platte River Restoration, Project No. 14-17”.

#### 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:  
(Morad Park North Platte River Restoration, Project 14-17)

*Walker Trumble*  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

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

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

ATTEST:

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

V.H. McDonald

Title: City Clerk

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Charlie Powell

Title: Mayor

**BID DOCUMENTS FOR  
MORAD PARK NORTH PLATTE RIVER RESTORATION PROJECT**

**3.0 BID FORM**

**3.1 BID FORM**

EXHIBIT "A"  
STANDARD  
BID FORM

(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper  
  
Morad Park North Platte River Restoration,  
Project 14-17

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 November 20, 2015, and completed and ready for final payment not later than December 4, 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. 1  
Addendum No. 2

Dated 1-8-2015  
Dated 1-23-2015

3

1-26-2015



**BID DOCUMENTS FOR  
MORAD PARK NORTH PLATTE RIVER RESTORATION PROJECT**

- B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 1,251,788.90

TOTAL BASE BID, IN WORDS: one million two hundred fifty-one thousand seven hundred eighty-eight <sup>90</sup>/<sub>100</sub> 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: 6105 chapel Will Rd  
Raleigh NC 27607

- 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.

**BID DOCUMENTS FOR  
MORAD PARK NORTH PLATTE RIVER RESTORATION PROJECT**

Submitted on 1-30, 2015

Bidder is bidding as a Non-Resident (Insert Resident or Non-Resident) IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
\_\_\_\_\_ ) (Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
\_\_\_\_\_ ) (Firm's Name)  
\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_





**BID DOCUMENTS FOR  
MORAD PARK NORTH PLATTE RIVER RESTORATION PROJECT**

**3.2 BID SCHEDULE**

**Table 3-1 Quantities for Morad Park North Platte River Restoration Projects**

Bid Item	Item Description	Estimated Quantity	Unit	Unit Bid Price	Bid Amount
18.1	Mobilization	1	LS	\$ -	-
18.2	Construction Staking and Layout	1	LS	\$ -	-
19.2.1a	Channel Excavation (cut)	17669	CY	\$ -	-
19.2.1b	Wetland Excavation (cut)	2348	CY	\$ -	-
19.2.2	Channel Fill	19810	CY	\$ -	-
19.4	Clearing and Grubbing	12.1	Acres	\$ -	-
20.1a	Select Material	4633	TON	\$ -	-
20.1b	Boulder	3114	TON	\$ -	-
20.2	Woody Debris Toe Protection Structure	160	Ln. Ft.	\$ -	-
20.3	Rock Vane Installation	3	Each	\$ -	-
20.4	Constructed Riffle Installation	1	Each	\$ -	-
21.1	Temporary Construction Entrance	1	Each	\$ -	-
21.2	Temporary Silt Fence	2737	LF	\$ -	-
21.4	Coir Fiber Matting	10480	Sq. Yds.	\$ -	-
22.3	Temporary/Supplemental Seeding	5.5	Acres	\$ -	-
22.4	Permanent Seeding	5.5	Acres	\$ -	-
22.5	Live Staking	13000	Each	\$ -	-
22.7	Container-Grown Plant	250	Each	\$ -	-
22.8	Bare Root Tree	600	Each	\$ -	-
23.1	Boat Ramp	1	Each	\$ -	-
24.1	As-Built Survey	1	LS	\$ -	-

**Total Bid Estimate**      —

See Attached excel copy

Bid Item	Item Description	Estimated Quantity	Unit	Unit Bid Price	Bid Amount
18.1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
18.2	Construction Staking and Layout	1	LS	\$ 12,000.00	\$ 12,000.00
19.2.1a	Channel Excavation (cut)	17669	CY	\$ 10.100	\$ 178,456.90
19.2.1b	Wetland Excavation (cut)	2348	CY	\$ 11.00	\$ 25,828.00
19.2.2	Channel Fill	19810	CY	\$ 8.70	\$ 172,347.00
19.4	Clearing and Grubbing	12.1	Acres	\$ 3,100.00	\$ 37,510.00
20.1a	Select Material	4633	TON	\$ 52.00	\$ 240,916.00
20.1b	Boulders	3114	TON	\$ 55.00	\$ 171,270.00
20.2	Woody Debris Toe Protection	160	Ln. Ft.	\$ 165.00	\$ 26,400.00
20.3	Rock Vane	3	Each	\$ 6,180.00	\$ 18,540.00
20.4	Constructed Riffle	1	Each	\$ 127,000.00	\$ 127,000.00
21.1	Temporary Construction Entrance	1	Each	\$ 3,070.00	\$ 3,070.00
21.2	Silt Fence	2737	LF	\$ 3.00	\$ 8,211.00
21.4	Coir Fiber Matting	10480	Sq. Yds.	\$ 5.75	\$ 60,260.00
22.3	Temporary/Supplemental Seeding	5.5	Acres	\$ 1,400.00	\$ 7,700.00
22.4	Permanent Seeding	5.5	Acres	\$ 4,660.00	\$ 25,630.00
22.5	Live Staking	13000	Each	\$ 3.25	\$ 42,250.00
22.7	Container-Grown and/or Balled and Bu	250	Each	\$ 45.00	\$ 11,250.00
22.8	Bare Root Tree	600	Each	\$ 4.25	\$ 2,550.00
23.1	Boat Ramp	1	Each	\$ 27,700.00	\$ 27,700.00
24.1	As-Built Survey	1	LS	\$ 2,900.00	\$ 2,900.00
<b>Total Bid Estimate</b>					<b>\$ 1,251,788.90</b>

River Works, Inc.

RESOLUTION NO. 15-32

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RIVER WORKS, INC., FOR THE MORAD PARK NORTH PLATTE RIVER RESTORATION PROJECT NO. 14-17.

WHEREAS, the City of Casper desires to stabilize the banks of the North Platte River, remove rip/rap concrete, develop wetlands, and replant the riparian zone with native vegetation adjacent Morad Park; and,

WHEREAS, River Works, Inc., is able and willing to provide those services specified as Morad Park North Platte River Restoration Project No. 14-17; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with River Works, Inc., for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Million Two Hundred Fifty-One Thousand Seven Hundred Eighty-Eight and 90/100 Dollars (\$1,251,788.90), and Forty-Eight Thousand Two Hundred Eleven and 10/100 Dollars (\$48,211.10) for a construction contingency account, for a total price of One Million Three Hundred Thousand Dollars (\$1,300,000.00).

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:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

February 9, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Jim Wetzel, Chief of Police   
SUBJECT: Authorizing Council to establish fingerprinting Fees

Recommendation:

That Council, by resolution, be established as the authorized body to set fees for fingerprinting, a service provided to the public by the Casper Police Department.

Justification:

The Community Service Officers, a division of the Casper Police Department, would like to make improvements to their fingerprinting process. The option of raising fingerprinting fees from \$5.00 to \$8.00 was discussed in order to fund these improvements. In conversations with the City Attorney's Office, it was felt that the authority to establish fees charged to the public for fingerprinting services should be set by the Casper City Council.

A copy of the resolution has been prepared for Council's consideration.

RESOLUTION NO. 15-24

A RESOLUTION ESTABLISHING PUBLIC FEES FOR FINGERPRINTING SERVICES PERFORMED BY THE CASPER POLICE DEPARTMENT.

WHEREAS, it is desirous to have Council establish fees for fingerprinting services for the public, as it is an account receivable being charged to the public by the Casper Police Department; and,

WHEREAS, the Casper Police Department desires to have City Council set the fee at Eight Dollars (\$8.00) for each set of two fingerprint cards prepared by the Casper Police Department for the public, which fee will offset costs related to materials, equipment, and technology upgrades required to continue to provide and improve this service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the fee charged by the Casper Police Department for fingerprinting services for the public shall be set at Eight Dollars (\$8.00) for each set of two fingerprint cards prepared by the Casper Police Department.

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 5, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Assistant City Manager   
SUBJECT: Renewing ISDN Line Service With CenturyLink

Recommendation:nn

That Council, by Resolution, authorize an agreement for ISDN telephony service for a term through January, 2018.

Summary:

The City of Casper utilizes circuits from Centurylink for its VoIP telephony system. They serve as the primary inbound and outbound lines for the organization's telecommunication system, which are a necessary component for phone calls. In October 2006, the City entered into an agreement with CenturyLink (Qwest at that time) for two ISDN circuits, and subsequently renewed the contract in 2010. By entering into this 3 year agreement, the rates are reduced by \$190 per month as opposed to a month to month arrangement.

Funding will continue to be provided by departmental telecommunication line items.

**ISDN SINGLE LINE SERVICE PRICING PLAN ACKNOWLEDGMENT  
for CITY OF CASPER ("Customer")**

AQCB/ZCN # \_\_\_\_\_

Customer hereby orders from Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") ISDN Single Line Service ("Service"). Customer understands and agrees that CenturyLink will provide Service which will be governed by the Tariff applicable to Service and, to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Acknowledgment. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Pricing Plan Acknowledgment ("Acknowledgment"), and CenturyLink records.

Customer has requested Service to be located at:		
Quantity	Address	Billing Number
1	200 North David, Casper, WY, 82601	3076349361143
1	1 Events Drive, Casper, WY, 82601	3076344688373

**Rate Plan**

The following Monthly and Nonrecurring Rates ("Rates") for Service reflect the Rates currently in effect in the Tariff. Customer understands the actual Rates will be those in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by CenturyLink. In addition to the Rates, Customer must also pay CenturyLink any applicable taxes, usual and customary surcharges and all government imposed fees and charges that relate to the Service. These Rates do not include any other voice service or features. If Customer orders such service or features, Customer will be charged for them in addition to the following charges. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties.

Rates for Service as of 01/15/2015: Monthly Rate Per Line: \$ 530.00 Nonrecurring Rate Per Line: \$  
 Total Monthly Rate ALL Lines: \$ 1060.00 Total Nonrecurring Rate ALL Lines: \$ 0.00

Customer has selected a Tariff Pricing Plan ("Plan") which protects the Monthly Rate from CenturyLink initiated rate increases for 36 months ("Plan Term"). Either party may terminate this Plan for cause provided written notice specifying the cause for termination and requesting correction within 30 days is given the other party and such cause is not corrected within such 30 day period. Customer understands that if, prior to the conclusion of the Plan Term, Service is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then termination liability charges may apply as follows. If termination is prior to installation of Service, termination liability charges will be those reasonable costs incurred by CenturyLink through the date of termination. For Service that has already been installed, Customer will be charged 15% of the monthly rate for each line terminated for the months remaining on the Plan Term, plus the balance of all billed but unpaid recurring and all outstanding nonrecurring charges.

CenturyLink will notify Customer of the date Service ordered is available to Customer under this Acknowledgment. If Customer is unable or unwilling to accept service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after this Grace Period, Customer still has not accepted service, CenturyLink may either: commence with regular monthly billing for the subject Service or terminate the subject Service and invoice Customer for reasonable cancellation charges pursuant to the Tariff which will include the full non-recurring installation charges that would have otherwise applied.

Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

Wyoming state law, without regard to choice-of-law principles, governs all matters relating to this Acknowledgment, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Acknowledgment will be brought in a District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

This is a retail end user Acknowledgment. It may be assigned only with the consent of CenturyLink. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

**IF THE ABOVE COMPLETED INFORMATION IS NOT AS CUSTOMER REQUESTED, CUSTOMER MUST NOTIFY CENTURYLINK AT THE TELEPHONE NUMBER INDICATED BELOW WITHIN 30 DAYS OF THE DATE INDICATED BELOW.**

Wendy Thornton  
 Customer Contact (Printed/Typed Name)  
200 N David Casper, WY 82601  
 Customer Address, City and State

\_\_\_\_\_  
 CenturyLink Contact (Printed/Typed Name)

\_\_\_\_\_  
 Market Unit and Telephone Number

\_\_\_\_\_  
 Date Acknowledgment was Mailed Out

**ADDENDUM TO  
ISDN SINGLE LINE SERVICE AGREEMENT  
BETWEEN  
CITY OF CASPER  
AND QWEST CORPORATION D/B/A CENTURYLINK QC**

1. **Parties.** This Addendum is made and entered into by and between the City of Casper ("Customer"), whose address is 200 North David, Casper, WY, 82601; and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink"), with a business office located at 6101 Yellowstone Road, Room 300, Cheyenne, WY 82009. Throughout this Addendum, Customer or CenturyLink may individually be referred to as "Party" or together as "Parties".

2. **Purpose of Addendum.** The Customer has entered into an agreement for CenturyLink's ISDN Single Line Service dated on or about January 30, 2015, incorporated herein by this reference ("Underlying Agreement"). The purpose of this Addendum is to memorialize certain non-rate effecting terms applicable to the provision of Service for Customer.

3. **Term of the Addendum.** This Addendum shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Underlying Agreement unless terminated at an earlier date pursuant to the provisions of the Underlying Agreement or pursuant to federal or state statute or rule or regulation.

4. **Special Provisions.** The following conditions are incorporated into the contract.

A. **Amendments.** Any changes, modifications, revisions or amendments to this Addendum which are not materially rate-effecting and mutually agreed upon by the parties to this Addendum shall be incorporated by written instrument, executed and signed by all parties to this Addendum.

B. **Applicable Law/Venue.** Except to the extent any dispute may be the within the primary jurisdiction of the Federal Communications Commission ("FCC"), the construction, interpretation and enforcement of the Underlying Agreement shall be governed by the laws of the State of Wyoming. Except to the extent any dispute may be the within the primary jurisdiction of the FCC, the courts of the State of Wyoming shall have jurisdiction over the Underlying Agreement and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.

C. **Assignment.** This is a retail end user contract. It may be assigned only with the consent of CenturyLink. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

D. **Audit/Access to Records.** The Customer and any of its representatives shall have access to examine any books, documents, papers, and records of CenturyLink which are pertinent to the Underlying Agreement. CenturyLink shall, upon receiving written 30 days notice from the Customer, allow any independent auditor, accountant, or accounting firm to examine books, documents, papers and records of CenturyLink which are pertinent to this Contract at 1801 California Street, Denver, Colorado. All costs incurred in examining and auditing will be the responsibility of the Customer and shall not be reimbursed by CenturyLink. CenturyLink shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Customer.

E. **Availability of Funds.** Customer intends to continue the Underlying Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Underlying Agreement, b) Customer agrees to use all reasonable and lawful means to secure these appropriations, c) Customer agrees it will not use non-appropriations as a means of terminating the Underlying Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Underlying Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate the Underlying Agreement by giving CenturyLink not less than thirty (30) days prior written notice. Upon termination and to the extent of lawfully available funds, Customer shall remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

F. **Award of Related Contracts.** The Customer may undertake or award supplemental or successor contracts for work related to this Addendum. CenturyLink shall cooperate fully with other contractors and the Customer in all such cases.

G. **Compliance with Laws.** CenturyLink shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of the Underlying Agreement.

H. **Confidentiality of Information.** Subject to the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by CenturyLink in the performance of the Underlying Agreement shall be kept confidential by CenturyLink unless written permission is granted by the Customer for its release.

**ADDENDUM TO  
ISDN SINGLE LINE SERVICE AGREEMENT  
BETWEEN  
CITY OF CASPER  
AND QWEST CORPORATION D/B/A CENTURYLINK QC**

**I. Disputes/Remedies.** In seeking to resolve any dispute relating to the Underlying Agreement, the Customer does not waive its rights under the Wyoming Governmental Claims Act. Except for disputes within the primary jurisdiction of the FCC, any dispute or claim arising out of or relating to the Underlying Agreement may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under the Underlying Agreement.

**J. Extensions.** Nothing in this Addendum shall be interpreted or deemed to create an expectation that the Underlying Agreement will be extended beyond the term described therein. Consistent with FCC rules, as applicable, any extension of this Addendum or the Underlying Agreement shall be initiated by the Customer, and shall be effective only after it is reduced to writing and executed by all parties to the Underlying Agreement. Consistent with FCC rules, as applicable, any agreement to extend this Addendum or the Underlying Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Underlying Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Underlying Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Underlying Agreement; and, if the duties of either party will be different during the extension than they were under the original Underlying Agreement, a detailed description of those duties.

**K. Independent Contractor.** CenturyLink shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the City of Casper for any purpose. CenturyLink shall assume sole responsibility for any debts or liabilities that may be incurred by CenturyLink in fulfilling the terms of the underlying, and shall be solely responsible for the payment of all federal, state and local employment taxes relating to CenturyLink's employees which may accrue because of the Underlying Agreement. Nothing in the Underlying Agreement shall be interpreted as authorizing CenturyLink or its agents and/or employees to act as an agent or representative for or on behalf of the Customer, or to incur any obligation of any kind on the behalf of the Customer. CenturyLink agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Customer's employees will inure to the benefit of CenturyLink or its agents and/or employees as a result of the Underlying Agreement.

**L. Kickbacks.** CenturyLink certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with the Underlying Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of the Underlying Agreement, except for commissions payable by CenturyLink to its sales employees. If CenturyLink breaches or violates this warranty, the Customer may, at its discretion, terminate the Underlying Agreement without liability to the Customer, or deduct from the Underlying Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**M. Nondiscrimination.** CenturyLink shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* CenturyLink shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of the Underlying Agreement.

**N. Notices.** Except as permitted by the applicable CenturyLink tariffs, all notices arising out of, or from, the provisions of the Underlying Agreement shall be in writing and given to the parties at the address provided under the Underlying Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

**O. Wyoming Governmental Claims Act.** The Customer 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 Customer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**P. Termination of Contract.** This Addendum may be terminated upon thirty (30) days notice for cause if CenturyLink fails to perform in accordance with the terms of this Addendum, provided CenturyLink does not cure the default within such 30-day period. The Customer understands that termination may affect pricing arrangements due to the potential for failure to meet certain volume and term commitments.

**Q. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Underlying Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Underlying Agreement shall operate only between the parties to the Underlying Agreement, and shall inure solely to the benefit of the parties to the Underlying Agreement. The parties to the Underlying Agreement intend and expressly agree that only parties signatory to the Underlying

**ADDENDUM TO  
ISDN SINGLE LINE SERVICE AGREEMENT  
BETWEEN  
CITY OF CASPER  
AND QWEST CORPORATION D/B/A CENTURYLINK QC**

Agreement shall have any legal or equitable right to seek to enforce the Underlying Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of the Underlying Agreement, or to bring an action for the breach of the Underlying Agreement.

**R. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in the Underlying Agreement.

**S. Waiver.** The waiver of any breach of any term or condition in the Underlying Agreement shall not be deemed a waiver of any prior or subsequent breach.

**T. Monitor Activities.** The Customer shall have the right to monitor all activities of the CenturyLink related to this Agreement, which shall include, but not be limited to, the right to make site inspections upon reasonable prior notice during normal business hours, to bring experts and consultants ("Agents") on site to examine or evaluate completed work or work in progress, and to observe CenturyLink personnel in every phase of performance of Agreement- related work. Where applicable, the State and its Agents shall comply with CenturyLink's standard security and safety policies and procedures for facilities access.

**U. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.

**V. Indemnification.** The indemnification provisions set forth in CenturyLink's applicable tariffs shall set forth the respective indemnification obligations of the parties, except that the Customer shall have no indemnification obligations that exceed or are in contravention of any applicable law, including, but not limited to, Wyoming Constitution Article 16, Sections 6 and 7, which prohibit indemnification by the Customer.

**5. Order of Precedence.** In the event of a conflict or inconsistency between any terms of this Addendum and the Underlying Agreement the order of precedence will be as detailed in the Underlying Agreement, with the following exception: all conditions contained in this Addendum, in particular, but without limitation, 4. B. Applicable Law/Venue, 4. O. Wyoming Governmental Claims Act, and 4. V. Indemnification shall apply with full force and effect to the Underlying Agreement and all services, and shall take precedence over any other contrary language.

**6. Enforceability.** In accordance with the requirements of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, CenturyLink cannot agree to provide services upon terms and conditions that vary from the provisions of the applicable tariffs on file with the FCC. Customer understands that if any term of this Addendum may be construed as materially rate-affecting such term is not enforceable.

**7. Signatures.** IN WITNESS THEREOF, the parties to this Addendum through their duly authorized representatives have executed this Addendum to the Underlying Agreement between the Customer and CenturyLink, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

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

**CITY OF CASPER**

\_\_\_\_\_  
CHARLIE POWELL  
Mayor, City of Casper

\_\_\_\_\_  
Date

**QWEST CORPORATION D/B/A CENTURYLINK QC**

\_\_\_\_\_  
JACOB DARFLER,  
Manager, Offer Management

\_\_\_\_\_  
Date

APPROVAL AS TO FORM

I have reviewed the attached *Qwest Corporation d/b/a CenturyLink QC ISDN Single Ling Service Pricing Plan Acknowledgement for City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 30, 2015



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Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO. 15-25

RESOLUTION AUTHORIZING A CONTRACT WITH QWEST CORPORATION D/B/A CENTURLINK, TO PROVIDE TWO (2) ISDN PRS VOICE/DATA LINES.

WHEREAS, the City of Casper desires to lease two (2) ISDN PRS voice/data lines from CenturyLink for City Hall and Casper Events Center.

WHEREAS, CenturyLink, is willing and able to provide such a service.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with CenturyLink, for the provision of two (2) ISDN PRS voice/data lines at City Hall and Casper Events Center.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments through the term of the agreement in an amount not to exceed One Thousand Sixty Dollars (\$1,060) per month during the term of 36 months beginning February 2015.

PASSED, APPROVED AND ADOPTED this 17th day of February, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

February 6, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
Craig Collins, City Planner  
SUBJECT: Begonia Bluffs Subdivision

Recommendation:

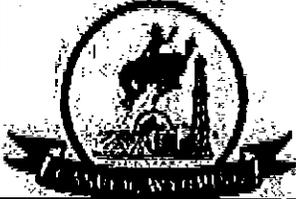
That Council, by resolution, authorize the Mayor to sign the applications for the annexation of a 6.72-acre parcel, a plat, and a zone change creating the proposed Begonia Bluffs Addition to the City of Casper.

Summary:

Staff is proceeding with the creation of a new subdivision located adjacent to the North Platte River, to be known as the Begonia Bluffs Addition. The new subdivision will consist of an approximately 6.72-acre parcel of unincorporated County land that fronts the river, along with an unimproved park property (Begonia Park), at the north end of Paradise Valley.

In order to proceed with the annexation, platting, and zoning of the subject property, the applications must, legally, be signed by the owner of the property. In that the property involved is owned by the City of Casper, the Mayor is the City's authorized representative who is required to sign the applications on the City's behalf. Once signed, the annexation, plat, and zone change requests will proceed through the Planning and Zoning Commission and ultimately the City Council for review and approval.

A resolution has been prepared for Council's consideration.



# City of Casper Planning Division

## Zone Change Application

### OWNER/PETITIONER'S INFORMATION:

NAME: City of Casper  
ADDRESS: 200 N. David Street, Casper, WY 82601  
TELEPHONE: 307-235-8241 EMAIL: ccollins@cityofcasper.com

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: Begonia Bluffs Lots 1-3

STREET ADDRESS: \_\_\_\_\_

FROM EXISTING ZONING DISTRICT: Park Historic (PH)

TO PROPOSED ZONING DISTRICT: Lot 1 - PH    Lots 2 and 3 R-2

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, I (WE) PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):

Lot 1 will be retained by the City for Park Land. Lots 2 & 3 will be mareded as residential lots.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following owner's signature, or agent, signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

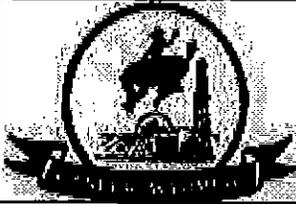
SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBMIT TO:**  
Community Development Department  
Planning Division  
200 N David, RM 203  
Casper, WY 82601  
Phone: 307-235-8241  
Fax: 307-235-8362  
www.casperwy.gov  
E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:**
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - PROOF OF OWNERSHIP
  - \$300 APPLICATION FEE (NON-REFUNDABLE)

**FOR OFFICE USE ONLY:**  
DATE SUBMITTED:  
  
REC'D BY: 1/23/15



# City of Casper Planning Division

## Plat Application

### OWNER'S INFORMATION:

NAME: City of Casper  
 ADDRESS: 200 N. David  
 TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### OWNER'S AUTHORIZED REPRESENTATIVE:

NAME: Craig Collins  
 ADDRESS: 200 N. David St.  
 TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

APPLYING FOR (check one):  FINAL PLAT     REPLAT     MINOR BOUNDARY ADJUSTMENT

NAME OF SUBDIVISION: Begonia Bluffs Addition  
 LEGAL DESCRIPTION OF LAND: Park Land, Platte View Bluffs Subdivision and Portion of NE1/4 Section 14, T.33N., R80W to be annexed.  
 COMMON ADDRESS OR LOCATIONAL DESCRIPTION: Begonia Street

CURRENT LAND USE: Park Land

TOTAL ACREAGE: 8.06 acres/sq ft  
 NUMBER OF LOTS: 3 (Minor Boundary Adjustment can not exceed 2 lots)  
 SIZE OF LARGEST LOT: 7.32 Ac                      SIZE OF SMALLEST LOT: 14,357S.F.  
 CURRENT ZONING: PH & County UA                      PROPOSED ZONING: PH & R-2

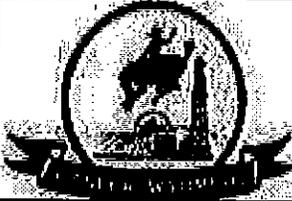
The following owner's signature, or agent, signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**SUBMIT TO:**  
 Community Development Department  
 Planning Division  
 200 N David, RM 203  
 Casper, WY 82601  
 Phone: 307-235-8241  
 Fax: 307-235-8362  
 www.casperwy.gov  
 E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:**
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - 20 COPIES OF THE PLAT (14 COPIES FOR MINOR BOUNDARY ADJUSTMENT)
  - PROOF OF OWNERSHIP
  - \$350 (\$150 FOR MINOR BOUNDARY ADJUSTMENT) APPLICATION FEE (NON-REFUNDABLE)

**FOR OFFICE USE ONLY:**  
 DATE SUBMITTED:  
  
 REC'D BY: 1/23/15



# City of Casper Planning Division

## Petition for Annexation Application

**PETITIONER'S INFORMATION:**

NAME: City of Casper  
ADDRESS: 200 N. David Street  
TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:**

PROPOSED NAME OF SUBDIVISION: Begonia Bluffs  
ADDRESS: \_\_\_\_\_  
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): Portion of the NE1/4  
Section 14, T.33N., R.80W. Natrona County, WY

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): Approximately 6.72 acres will be annexed into the  
Begonia Bluffs Addition

NUMBER OF LOTS AND BLOCKS: 1

PRESENT ZONING: County - UA PROPOSED ZONING: City - PH

PRESENT LAND USE: North Platte River

PROPOSED LAND USE: Park

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT:      X   YES           NO

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

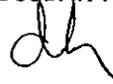
SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBMIT TO:**  
Community Development Department  
Planning Division  
200 N David, RM 203  
Casper, WY 82601  
Phone: 307-235-8241  
Fax: 307-235-8362  
www.casperwy.gov  
E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:**
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - PROOF OF OWNERSHIP
  - ANNEXATION MAP/PLAT
  - EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

**FOR OFFICE USE ONLY:**  
DATE SUBMITTED:  
  
REC'D BY: 1/23/15

RESOLUTION NO. 15-26

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE APPLICATIONS FOR THE ANNEXATION OF A 6.72 ACRE PARCEL, A PLAT, AND ZONE CHANGE TO CREATE THE PROPOSED BEGONIA BLUFFS ADDITION TO THE CITY OF CASPER.

WHEREAS, the City of Casper owns approximately 6.72-acres of land in a Portion of the NE1/4, Section 14, T.33N., R.80W., 6<sup>th</sup> PM, Natrona County Wyoming, which is proposed to be annexed and incorporated into a new subdivision to be known as the Begonia Bluffs Addition to the City of Casper; and,

WHEREAS, applications for annexations, plats and zone changes require the signature of the owner of the property by law; and,

WHEREAS, the Mayor is the authorized City representative responsible for signing said applications on behalf of the City of Casper; and,

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 the applications for the annexation of 6.72-acres, a plat, and a zone change, to create the proposed Begonia Bluffs Addition.

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

February 17, 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 Knife River, Inc.  
Compost Yard Improvements, Project No. 13-47

Recommendation:

That Council, by resolution, authorize an agreement with Knife River, Inc., for the Compost Yard Improvements, Project No. 13-47, in the amount of \$329,753.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$15,247.00, for a total project amount of \$345,000.00.

Summary:

On Tuesday, January 27, 2015, three (3) bids were received from contractors for the asphalt resurfacing of the composting area, redefinition of the ditch south of the composting area, asphalt surfacing at the Police Department shooting range, and other miscellaneous asphalt paving at the landfill. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Knife River, Inc.</b>	<b>Casper, WY</b>	<b>\$329,753.00</b>
71 Construction	Casper, WY	\$359,577.50
Installation & Service Company	Mills, WY	\$392,625.00

Work is scheduled to be completed by May 29, 2015. The estimate prepared by the City Engineering Division was \$423,200.00.

Funding for this project will be from FY15 Solid Waste budget for Landfill Improvements.

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 Knife River Corporation, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and dispose of concrete and asphalt paving, furnish and install new asphalt paving, overlay the existing rotomilled lot, and provide site grading and drainage work; and,

WHEREAS, Knife River Corporation is able and willing to provide those services specified as the COMPOST YARD IMPROVEMENTS, Project 13-47.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the COMPOST YARD IMPROVEMENTS, Project 13-47.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, hereinafter referred to as the "Engineer", 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.

Work will be considered substantially complete when all demolition, overlay, paving, grading, and drainage work are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

3.1 The Work will be substantially completed by May 29, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 5, 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) 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 Three Hundred Twenty-Nine Thousand Seven Hundred Fifty-Three Dollars (\$329,753.00), 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 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq, withheld percentages for Contracts exceeding 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. 2.
- 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 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of two (2) sections; (01810, 01850)
- 8.14 Contract Drawings, consisting of seven (7) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The 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:  
(COMPOST YARD IMPROVEMENTS, Project 13-47)

Walter Fremont et al

ATTEST:

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

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

ATTEST:

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

V.H. McDonald  
Title: City Clerk

CONTRACTOR:

Knife River, Inc.

P. O. Box 730

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  
COMPOST YARD IMPROVEMENTS, Project 13-47

**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 May 29, 2015, and completed and ready for final payment not later than June 5, 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>1/9/15</u>
Addendum No. <u>2</u>	Dated <u>1/22/15</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

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: \$ 329,753.00

TOTAL BASE BID, IN WORDS: Three hundred twenty nine thousand seven hundred fifty three and 00/100 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: Knife River  
P.O. Box 730  
Casper, WY 82602

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 January, 27<sup>th</sup>, 2015.

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



A CORPORATION OR LIMITED LIABILITY COMPANY

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

Wyoming  
(State of Incorporation or Organization)

By: Michael J. Hayes (seal)  
General Manager  
(Title)

(Seal)

Attest: Phil Ostrander

Business Address: Knife River  
1461 Bryan Stock Trail  
Casper, WY 82601

Phone Number: (307) 237-9346

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 27, 2015**  
**COMPOST YARD IMPROVEMENTS**  
**Project 13-47**

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 and Drawings are to be considered incidental and merged with costs of other related bid items.

LS=Lump Sum, SY=Square Yard, TON=Ton

**Bid Schedule**

	BASE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$10,085.00	\$10,085.00
2	Furnish and Install 2" Asphalt Overlay	2250	TON	\$81.30	\$182,925.00
3	Redefinition of Ditch and Culvert	1	LS	\$15,800.00	\$15,800.00
4	Furnish and Install 6" Asphalt and 4" Grading W Crushed Base	800	SY	\$45.82	\$36,656.00
5	Remove and Dispose of Existing Concrete & Asphalt Surfacing	1	LS	\$9,425.00	\$9,425.00
6	Site Grading	1	LS	\$9190.00	\$9190.00
7	Furnish and Install 6" Asphalt and 4" Grading W Crushed Base (for Building)	450	SY	\$38.02	\$17,109.00
8	Furnish and Install 6" Asphalt and 4" Grading W Crushed Base (for Driveway)	400	SY	\$57.17	\$22,868.00
9	Furnish and Install 3" Asphalt at police department shooting range <sup>AS 1/2 1/2 220</sup>	400	TON	\$52.20	\$20,880.00
10	Furnish and Install 6" Asphalt and 4" Grading W Crushed Base (Langston Lane)	50	SY	\$108.22	\$5,411.00
<b>TOTAL BASE BID</b>					<b>\$329,753.00</b>

• **BASE BID IN WORDS:**

Three Hundred twenty nine thousand seven hundred fifty three dollars and zero cents.

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

RESOLUTION NO. 15-27

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
KNIFE RIVER, INC., FOR THE COMPOST YARD  
IMPROVEMENTS PROJECT NO. 13-47

WHEREAS, the City of Casper desires to resurface areas of the landfill and shooting range with asphalt paving; and,

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the Compost Yard Improvements, Project No. 13-47; 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.

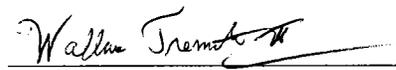
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Knife River, Inc., for those services, in the amount of Three Hundred Twenty-Nine Thousand Seven Hundred Fifty-Three and 00/100 Dollars (\$329,753.00).

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 Three Hundred Twenty-Nine Thousand Seven Hundred Fifty-Three and 00/100 Dollars (\$329,753.00) and Fifteen Thousand Two Hundred Forty-Seven and 00/100 Dollars (\$15,247.00) for a construction contingency account, for a total price of Three Hundred Forty-Five Thousand and 00/100 Dollars (\$345,000.00).

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:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

February 17, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Grant Agreement for Transportation Alternatives Program

Recommendation:

That Council, by resolution, authorize the submission of a Transportation Alternatives Program Grant application, in the amount of \$208,313, to enact enhancements to school walkability.

Summary:

The Wyoming Department of Transportation (WYDOT) is the State level administrator of the Federal Transportation Alternatives Program (TAP). The TAP program provides grant funding to support local governments and other entities seeking to make transportation improvements in their jurisdictions. In particular, this program is meant to help pedestrians, cyclists, and others who use non-motorized forms of travel.

TAP is a successor program to the Safe Routes to Schools program and the TEAL program (“Transportation Enhancement Activities Local”). Both of these programs have now been folded into TAP.

On June 15, 2014, City Council authorized an application for a TAP grant in the amount of \$225,914 to fund the construction of 99 ADA ramps, the installation of 20 flashing “School Zone” speed control signs, and the installation of an 800 foot segment of sidewalk. The School Zone signs would be placed around the following schools: Dean Morgan Junior High, Fort Caspar Academy, Oregon Trail Elementary, Paradise Valley Elementary, and Park Elementary.

WYDOT awarded 92% of this request for a total award of \$208,313. The award includes funding for the School Zone signs and the ADA ramps, but the segment of sidewalk installation was denied.

Since the TAP program requires a 20% local match, the City will be required to spend \$52,619 in order to receive the award. This funding has been set aside within the Walkability Projects line item of the Capital Fund. The total cost of this project is expected to be \$260,932.

A resolution has been prepared for Council’s consideration.



**TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT  
 FY2015  
 BETWEEN THE  
 WYOMING DEPARTMENT OF TRANSPORTATION  
 AND THE  
 CITY OF CASPER**

<b>Federal Award Information</b>	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Award Name: Transportation Alternatives Program	Awarding Federal Agency: Federal Highway Administration
<b>WYDOT Award Information</b>	
Agreement No.: CD15002	Project No.: CD 0.00 CD15002
Amount of Federal Funding Awarded: \$208,313.60	
Recipient DUNS: 152720140	Recipient County: Natrona
WYDOT Program Mgr.: Sara Janes	Telephone: (307) 777-3938 Email: <a href="mailto:sara.janes@wyo.gov">sara.janes@wyo.gov</a>
WYDOT Contact for Confirmation of Funds: Barbara MacKenzie, Financial Services, Revenue	Telephone: (307) 777-4039 Email: <a href="mailto:barbara.mackenzie@wyo.gov">barbara.mackenzie@wyo.gov</a>

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper, hereinafter referred to as the "Sponsor", whose address is, 200 North David Street, Casper, Wyoming 82601.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation Alternatives Program (TAP). All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**
  - a. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth in the "Project Description" section of the project

Sponsor's TAP application, dated July 15, 2014, which is included as Attachment "A" and in accordance with terms and conditions of this Agreement.

a. **Responsibility of Sponsor.** Sponsor shall:

- i. Complete all administrative requirements, including having at least one LPA certified staff member;
- ii. Select consultants based on qualifications, utilizing WYDOT's help if needed;
- iii. Submit Plans, Specifications and Estimates along with bid documents to WYDOT LGC Office for review and concurrence prior to project advertisement;
- iv. Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
- v. Monitor project progress and submit reimbursement requests to WYDOT's LGC office at least once per quarter; and
- vi. After final bill is paid, submit it for reimbursement to WYDOT LGC office with Completion and Acceptance Certificate

b. **Responsibility of WYDOT.** WYDOT will:

- i. Assist with consultant selection process;
- ii. Review plans and specifications for compliance;
- iii. Review bid tabulations prior to project being awarded;
- iv. Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- v. Ensure project acceptance and completion and process final reimbursement

b. **Period of Performance.** The Sponsor shall commence and complete the project in a professional, economical and efficient manner by September 30, 2016. Project work shall commence upon receipt of a Notice to Proceed. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request WYDOT for an extension of time to complete the project. The request shall be in writing to the WYDOT Local Government Coordination Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return any and all federal funds that have been paid to the project Sponsor.

c. **Design Review and Approval and Consultant Selection.** All project design to include engineering, architectural and landscape architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Sec. 4(f)



review and mitigation statement shall be submitted to the WYDOT Local Government Coordinator. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT Local Government Coordination Office shall receive a copy of such plans and project contract documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. The consultant selection process shall comply with the Brooks Act, 40 USC 1101*et seq.* with guidance included in WYDOT Operating Policy 40-1.

**d. Federal and State Required Contract Provision.** The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- Environmental Documentation: contract documents shall include the appropriate level of environmental review and analysis, to include mitigation assessment where required.
- National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
- Design Exceptions: contract documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- Buy America Provisions: requires the use of American steel and iron products, when specified.
- Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- Required Federal Contract Provisions: The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273



requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.

- Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.
  - Labor Rates: contract documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
  - Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- e. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.
- f. **Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- g. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.
- Project administration costs are eligible for reimbursement under this program on an 80/20 percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project (80 percent) shall be submitted on WYDOT Form LGC-CR, Project Cost Reimbursement Statement, signed by the authorized Sponsor representatives and approved by the WYDOT Local Government Coordination Office.
- h. **Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and



city ordinances. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. WYDOT reserves the right to review all contract bids prior to contract award. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising. Extra work/claims must be within the scope of contract.

- i. **Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final 10 percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116 [Final Settlement and Payment]. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- j. **Project Funding.** Federal funding for this project will not exceed \$208,313.60. In accordance with WYDOT's policies, a program match requirement of 80 percent of federal and 20 percent local share of the project costs shall apply. Project total cost exceeding project estimate of \$260,392 (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds will be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA – CR form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, [www.fsrs.gov](http://www.fsrs.gov). The law requires that you provide



your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at [www.dnb.com](http://www.dnb.com). Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4a. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the 20 percent match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- k. **Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.
  
- l. **Public Interest Finding.** If the Sponsor elects to use Force Account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. Such a public interest finding must not exceed \$50,000. Prior to the use of Force Account work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT Local Government Coordination Office.
  
- m. **Restrictions, Prohibitions, Controls and Labor Provisions**
  - i. **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, 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.
  - ii. **Disadvantaged Business Enterprise (DBE) Requirements.**



1. **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
  2. **DBE Obligation.** The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
  - iii. **Title VI Civil Rights Act of 1964.** The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.
  - iv. **Compliance with Elderly and Disabled Regulations.** The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.
- n. Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT District Engineer a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 CFR Part 24.

## 5. General Provisions

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Americans with Disabilities Act.** The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with



Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

- c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT will notify the Sponsor of any state or federal determination of noncompliance.
- f. **Audit/Access to Records.** This Agreement is considered a pass-through Agreement and must follow the Office of Management and Budget (OMB) Circular A-133 which requires Sponsors that expend \$500,000 or more in total Federal awards during their fiscal year to:
  - Have a single audit or program-specific audit conducted; and
  - The audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report(s), or within 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide.
  - No audit costs may be charged to Federal awards when required audits have not been made or have been made but not in accordance with OMB Circular A-133. In cases of inability or unwillingness to have an audit conducted in accordance with OMB Circular A-133, Federal agencies and pass-through entities shall take appropriate action using sanctions as follows:
    - Withholding a percentage of Federal awards until the audit is completed satisfactorily;
    - Withholding or disallowing overhead costs;
    - Suspending Federal awards until the audit is conducted; or
    - Terminating the Federal award.

In addition to the above requirements, WYDOT Internal Review requires Sponsors to:



- Provide a certification letter to WYDOT that states:
  - If the above-mentioned audit was conducted,
  - If the schedule of findings and questioned costs disclosed any audit findings related to WYDOT funding, and
  - If the summary schedule of prior audit findings reported on the status of any audit findings related to WYDOT funding.
- Provide WYDOT with a copy of the Sponsor’s audit report and corrective action plan only when the audit report includes material findings related to WYDOT funding.

A copy of the certification and/or audit report should be sent to:  
 Wyoming Department of Transportation  
 Internal Review Services  
 5300 Bishop Boulevard  
 Cheyenne, Wyoming 82009-3340

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete.

- g. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Sponsor, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.
- h. Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. Entirety of Agreement.** This Agreement, consisting of 13 pages, Attachment “A”, consisting of 1 page, and Attachment “B”, consisting of 6 pages represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.



- j. Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- i.** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii.** Procures a commercial sex act during the period of time that the award is in effect; or
  - iii.** Uses forced labor in the performance of the award or subawards under the award.
- k. Indemnification.** The Sponsor shall indemnify, defend and hold harmless the State of Wyoming, WYDOT, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of the Sponsor's failure to perform any of Sponsor's duties and obligations hereunder or in connection with the negligent performance of the Sponsor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of the Sponsor's malpractice.
- l. Kickbacks**
- i.** The Sponsor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - ii.** The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
  - iii.** No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
  - iv.** If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subsponsors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The Sponsor and its subsponsors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.
- n. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and



the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

- o. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- p. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- q. Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- r. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. Sovereign Immunity.** The State of Wyoming, WYDOT and the Sponsor do not waive their sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- t. Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.sam.gov](http://www.sam.gov). Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.



- u. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this 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 provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

**“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”**



6. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

**ATTEST:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

(SEAL)

**CITY OF CASPER:**

By: \_\_\_\_\_  
Charlie Powell, Mayor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Sandra J. Scott, Secretary  
Transportation Commission of Wyoming

(SEAL)

**WYOMING DEPARTMENT OF  
TRANSPORTATION:**

By: \_\_\_\_\_  
Del McOmie, P.E., Chief Engineer

\_\_\_\_\_  
Date

Approved as to form:

By: \_\_\_\_\_  
Michael T. Kahler  
Senior Assistant Attorney General  
State of Wyoming

Date agreement prepared: 1/8/15



## Attachment "A"

1. ADA Ramps in Central Neighborhoods -\$168,300. Like all cities, Casper began as a small town that grew outward in concentric rings of development. This inevitably means that the centrally located neighborhoods are the oldest, and typically, these central neighborhoods are the most out of date regarding modern standards of development.

The Casper Walkability Study found that there were no curb ramps at most intersections. The city brings its curb ramps up to code whenever adjacent street work is conducted, but a detailed review of the sidewalks in the central neighborhoods found 99 corners (spread among 28 intersections) that had either deficient or non-existent handicap accessible ramps. (See Map 1.1 II Central Casper -ADA Ramps Needed," for a map of the intersections needing improvement. A complete listing of the ramps is on the attached table.) Please note that this list of deficient ramps deliberately excluded any ramps that were adjacent an upcoming road improvement project, since those ramps are already planned for replacement as a part of those projects.

Casper's Engineering Division estimates that the cost to remove and replace a single corner ramp is \$1,700. This is an average figure that includes mobilization, demolition, flares, transitions, adjacent curb and gutter, adjacent asphalt repair, and installation of truncated domes. Some corners will be equipped with double perpendicular curb ramps, and others with single 45 degree curb ramps, depending on the specific layout of the intersection. The environmental impacts from this part of the project should be negligible. ADA ramps will be designed to conform with the city's existing stormwater control system. The construction of the ramp will cause a temporary disruption for the walking public, but the project, by its nature, should enhance accessibility for all people in the long term.

2. Flashing School Zone Signs around Six Area Schools --\$68,420. Casper municipal code requires drivers to reduce their speed to 20 miles per hour while in a school zone, but in order to be effective, school zones need to be adequately marked. Some of Natrona County's schools are marked with flashing school zone signs, but this network has gaps. Some schools do not have any flashing signs, and others have flashing signs on one adjacent street, but the others are missing.

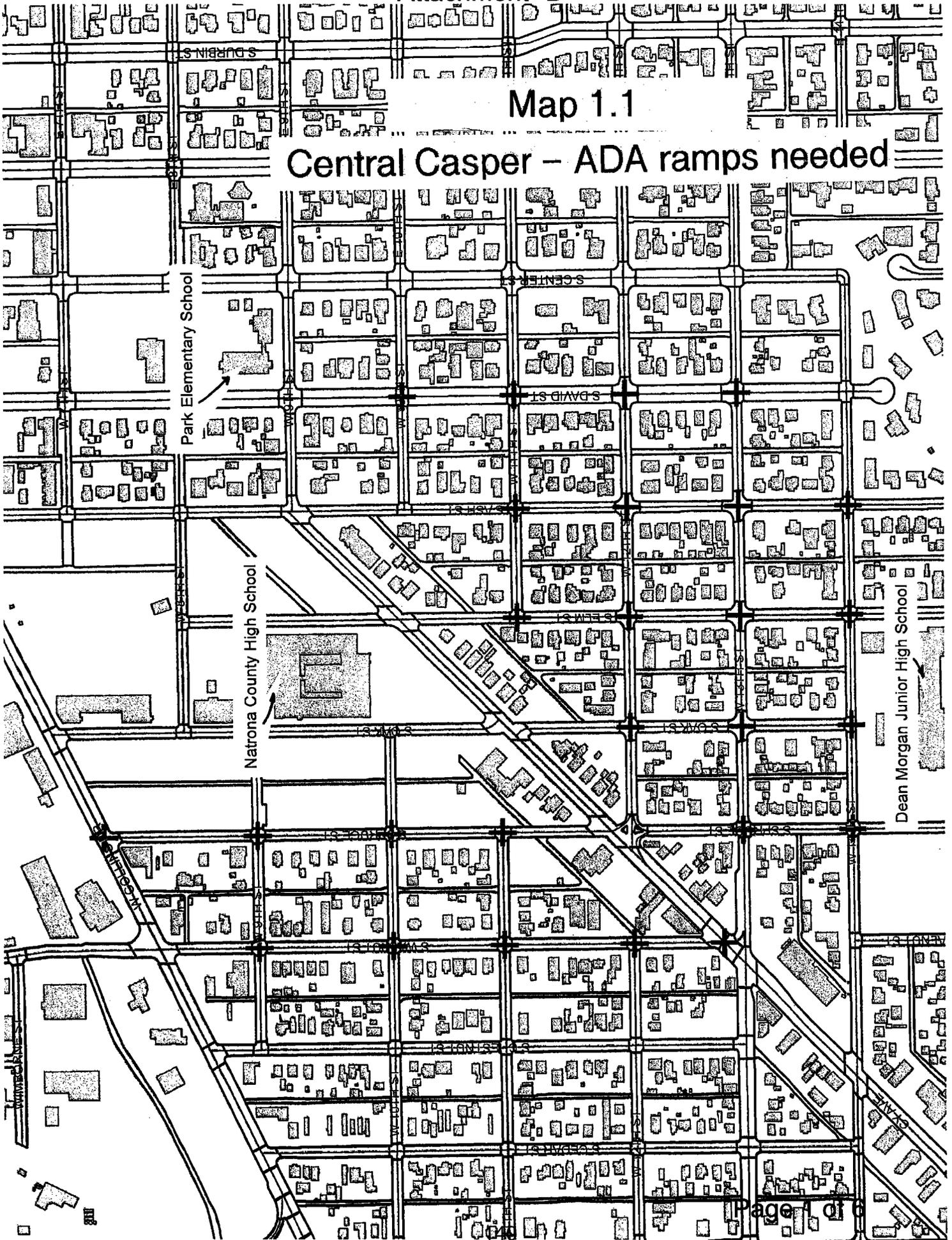
There are many schools in Natrona County that are lacking the preferred number of flashing school zone signs, but six area schools were selected for this application: Park Elementary School, Oregon Trail Elementary School, Paradise Valley Elementary School, Fort Caspar Academy, Dean Morgan Junior High School, and Natrona County High School (see attached maps, Map 2.1 through Map 2.6, for school locations and specific placement of flashing signs). A total of twenty signs have been identified as the most needed.

The signs to be installed would be solar powered, post mounted, LED flashing signs (see figure 2.1 for the rough design specifications). Total pricing per sign, including parts and installation, is estimated to be \$3,621 each (\$68,420 total).

Environmental impacts of this portion of the project should be negligible. The signs to be installed would conform to standard sign types that exist elsewhere in the city. The signs are solar powered, which also minimizes environmental impact and eliminates the need for trenching and the installation of electrical conduit. Natrona County High School itself is on the National Register of Historic Buildings, but the installation of street signage will have no impact on the building itself.

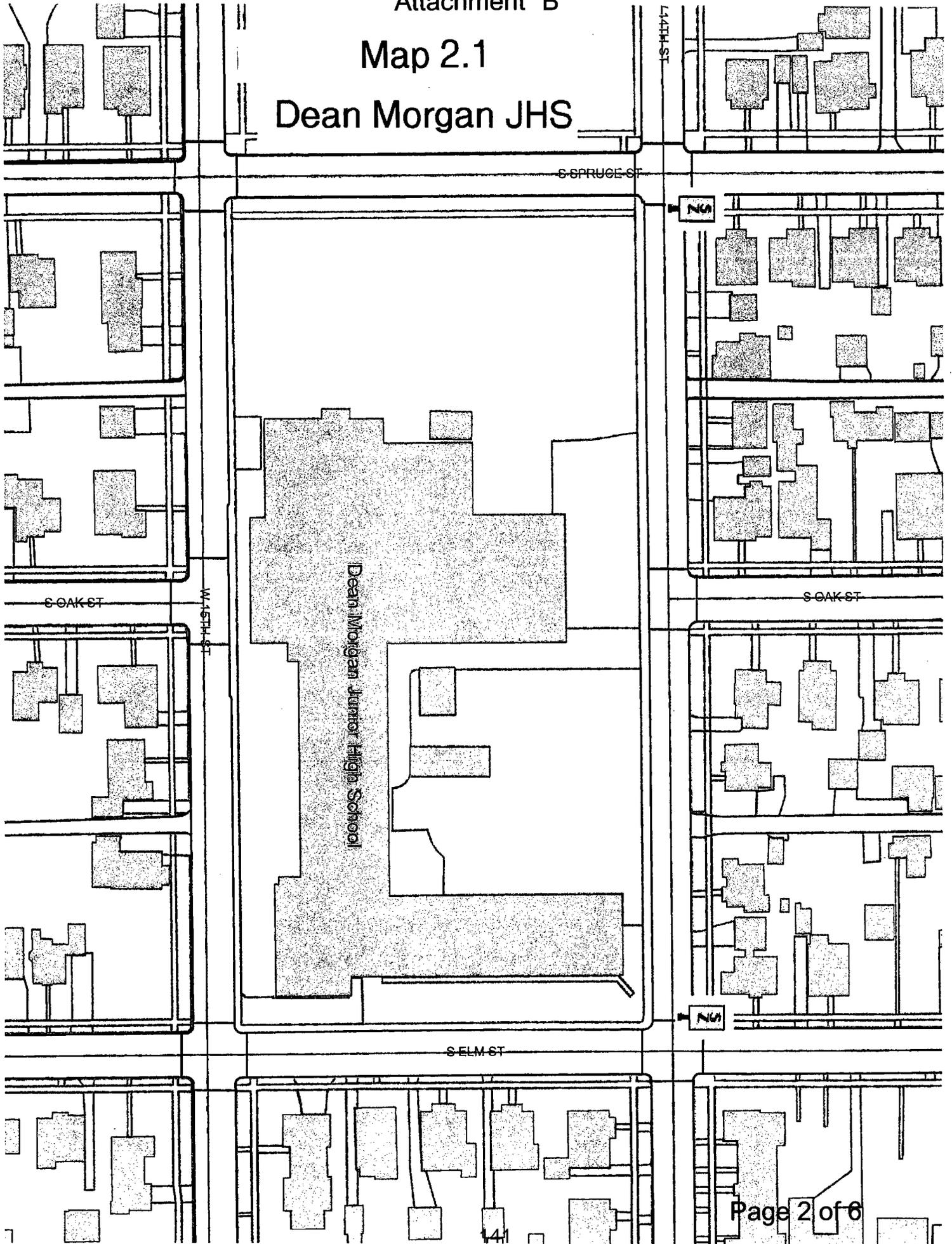
Map 1.1

Central Casper – ADA ramps needed



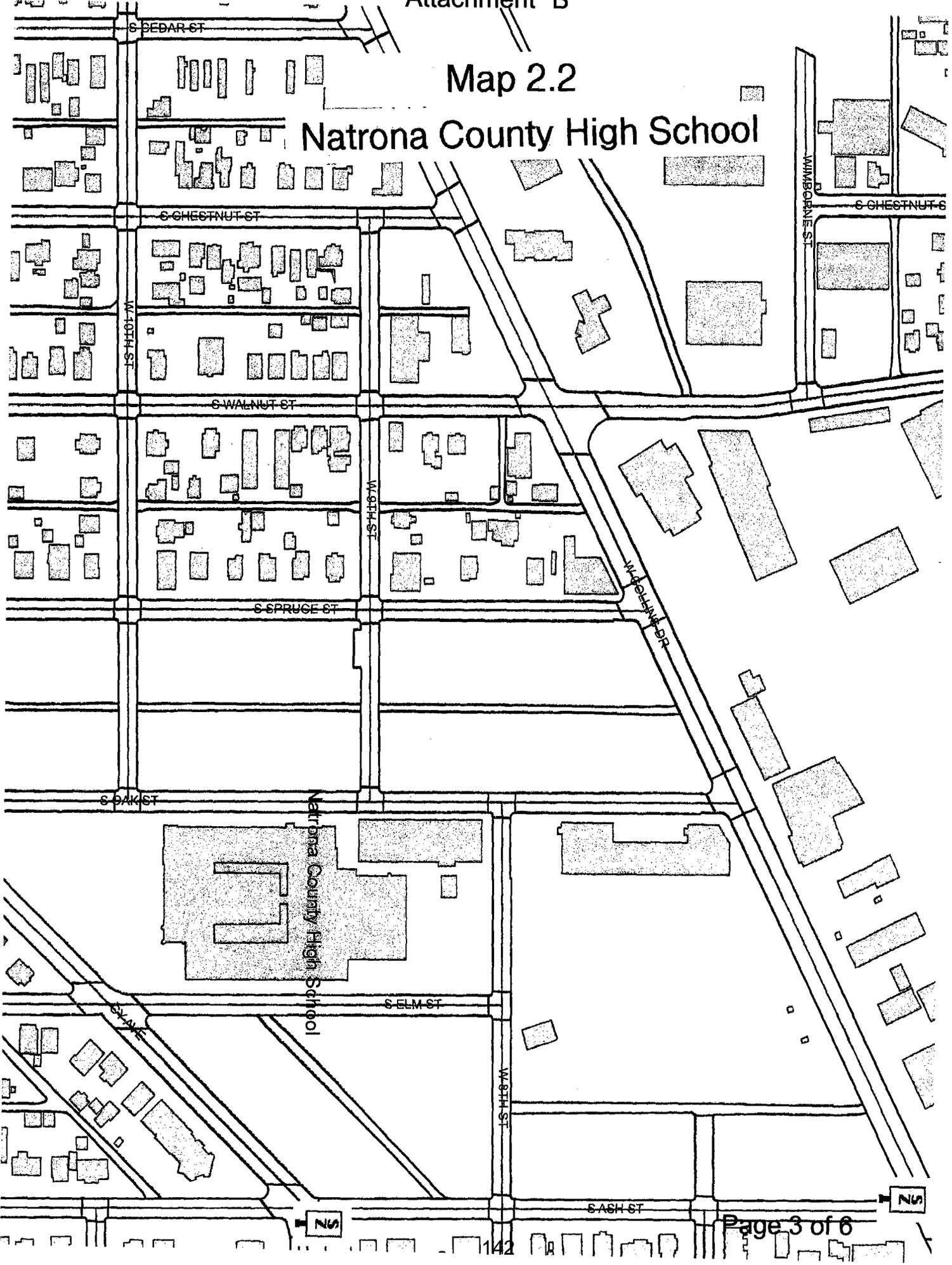
Map 2.1

Dean Morgan JHS



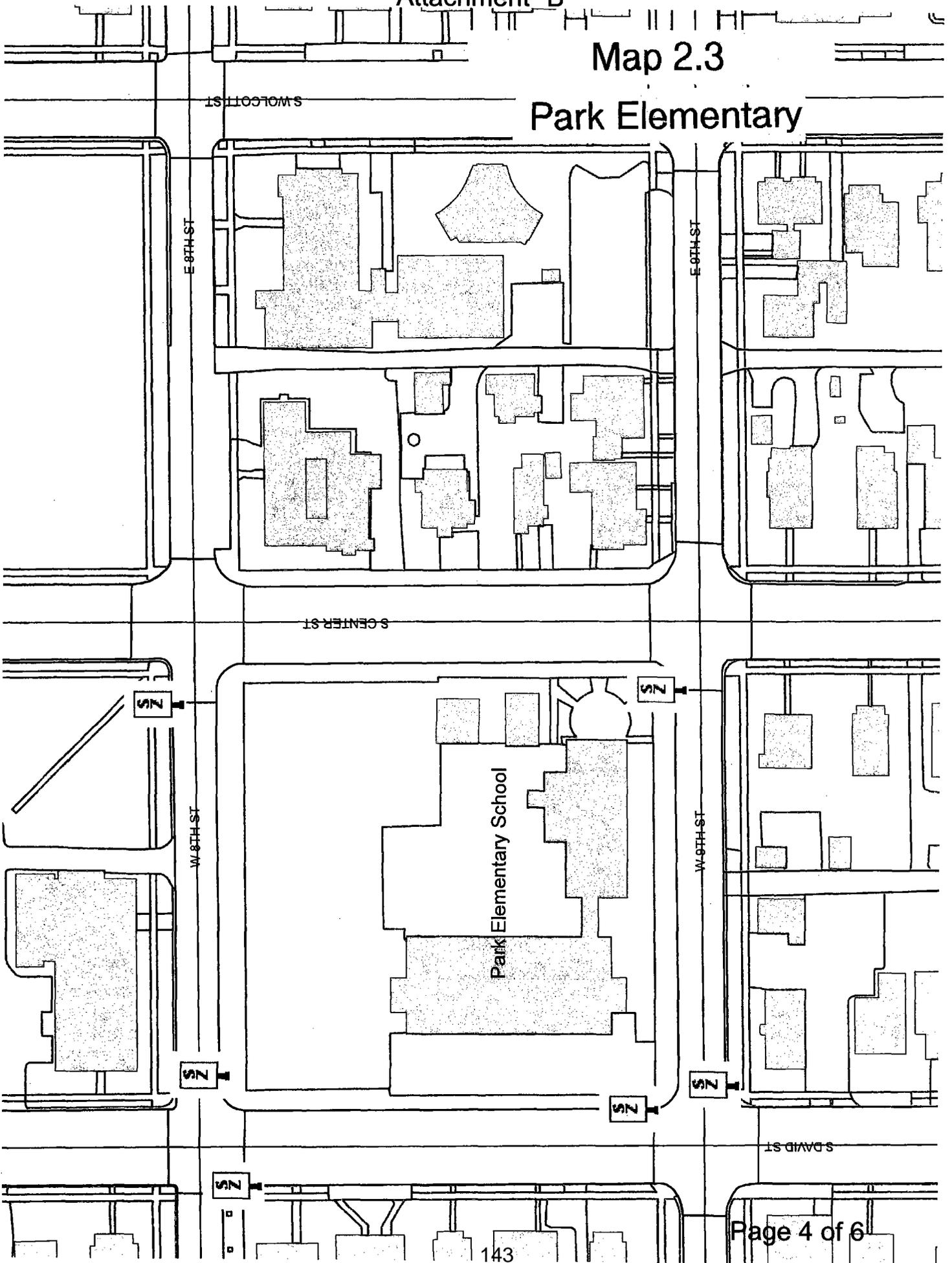
# Map 2.2

## Natrona County High School



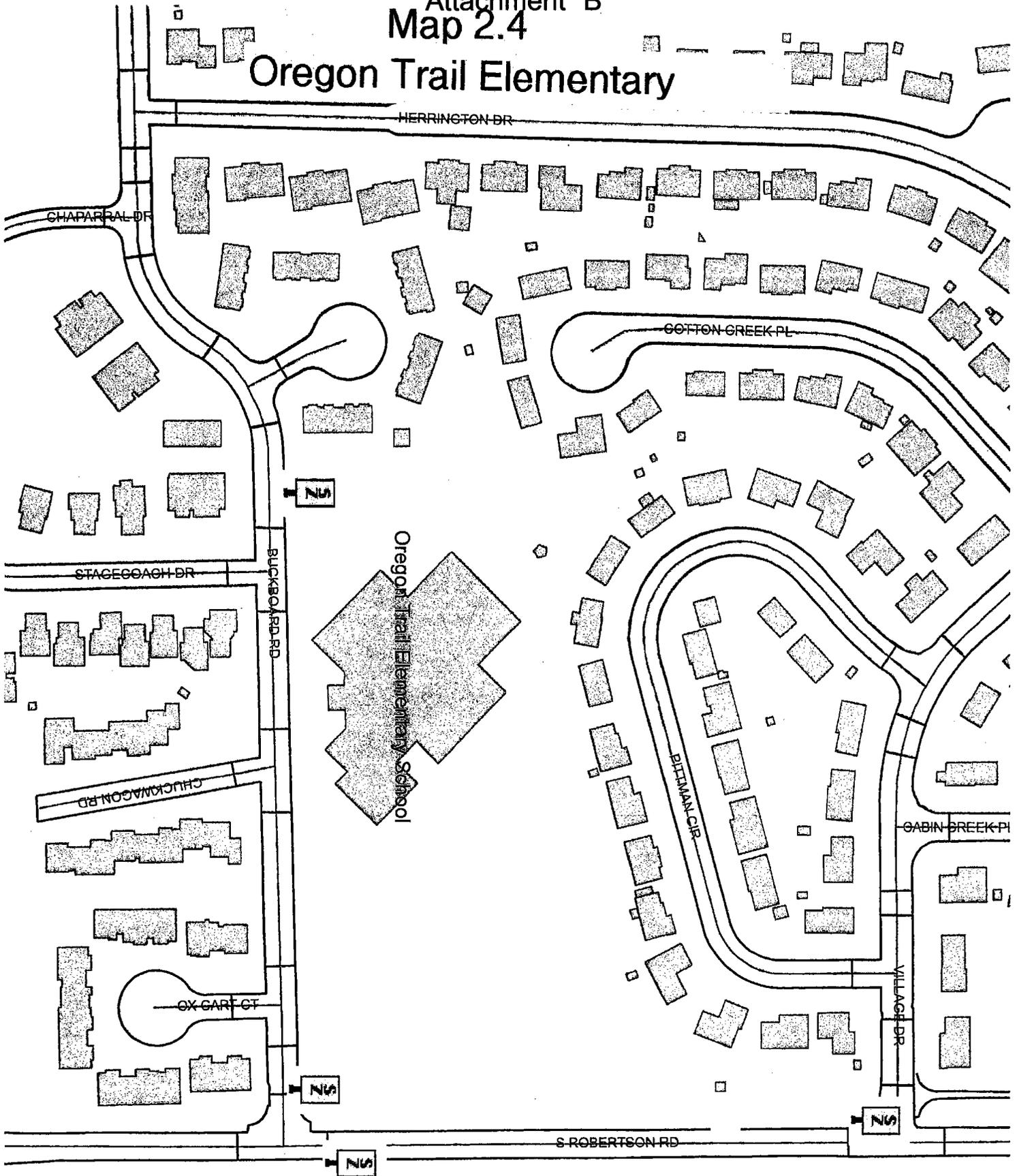
Map 2.3

Park Elementary



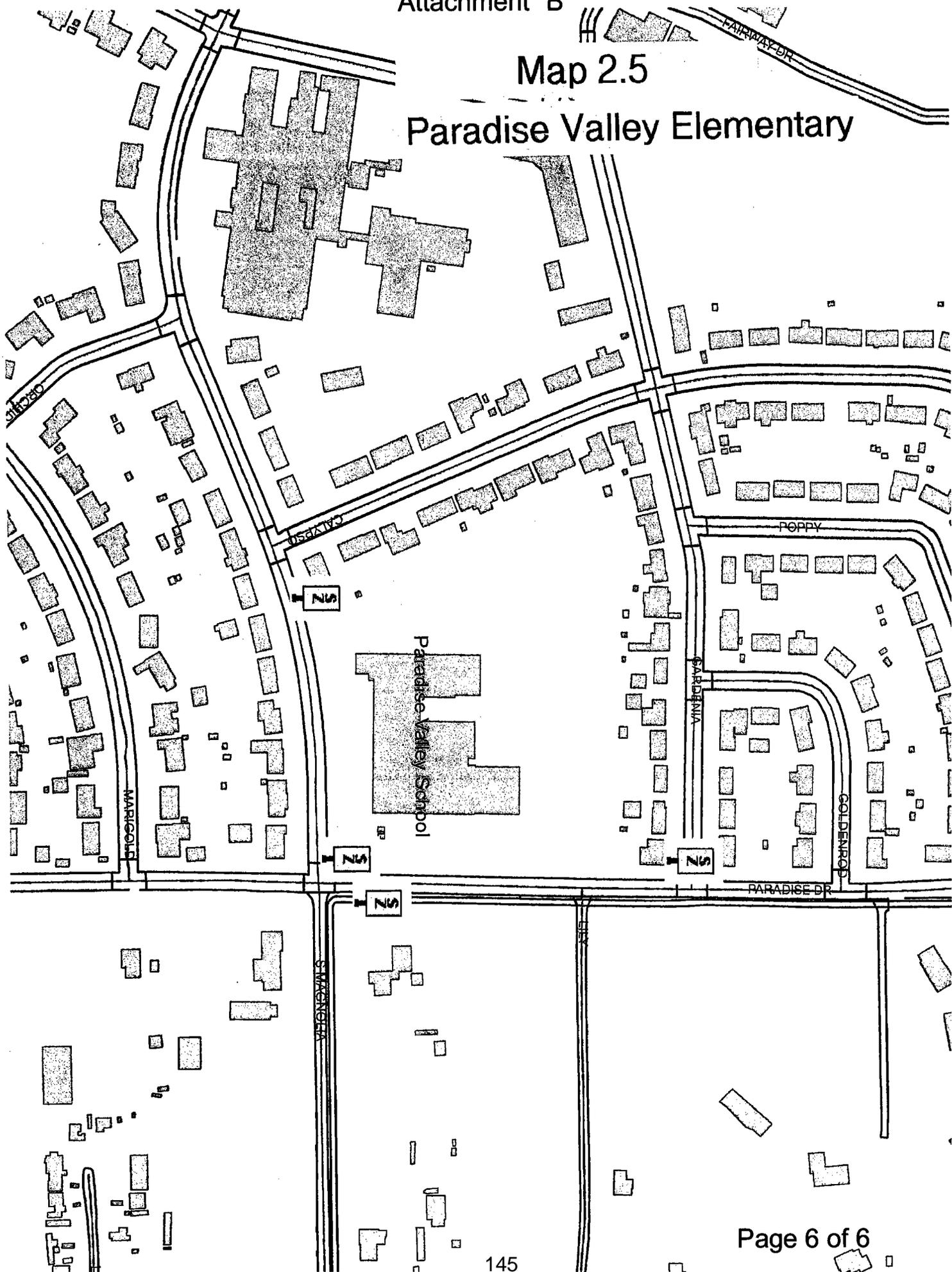
Attachment "B"  
Map 2.4

# Oregon Trail Elementary



# Map 2.5

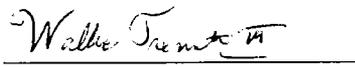
## Paradise Valley Elementary



APPROVAL AS TO FORM

I have reviewed the attached *Transportation Alternatives Program Agreement FY2015 Between the Wyoming Department of Transportation and the City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 3, 2015



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Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO. 15-28

A RESOLUTION AUTHORIZING APPROVAL OF A GRANT AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES PROGRAM GRANT FOR ADA RAMPS, SIDEWALKS, AND SCHOOL ZONE FLASHERS FOR CASPER AREA SCHOOLS.

WHEREAS, there is an identified need for school zone flashers and Americans With Disabilities Act compliant curb ramps near area schools; and,

WHEREAS, the Wyoming Department of Transportation has awarded a Transportation Alternatives Grant to the City of Casper for the purchase and installation of school zone flashers and Americans With Disabilities Act compliant curb ramps.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized to execute and the City Clerk to attest an agreement with the Wyoming Department of Transportation for a Transportation Alternatives Program grant in the amount of Two Hundred Eight Thousand Three Hundred Thirteen Dollars (\$208,313.00).

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

February 17, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, Public Service Director  
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Agreement with Recykling Industrial Repairs  
Assembly of the City's North Baler

Recommendation:

That Council, by resolution, authorize an agreement with Recykling Industrial Repairs (RIR), in the amount of \$130,080, to assemble the north baler and represent the City with Manufacturer's start-up of the City's South Baler Project, No. 14-67.

Summary:

The City of Casper ("City") has raised issues with the operation of balers manufactured by Harris Waste Management Group, Inc. ("Harris"), since 2009 when the balers were purchased. The balers are key pieces of equipment in the landfill operations, and it is critical to resolve these baler issues.

Harris was purchased by Avis Industrial Corporation in January 2014, and in October 2014 Harris and the City entered into an agreement to repair the balers. As part of the agreement, Harris agreed to hire a baler repair company selected by City staff, which is RIR. RIR arrived in late October and has assisted Harris with cleaning the hydraulic system, including three (3) oil flushes to date. The hydraulic oil is clear of major debris, and Harris staff plans to start operating the baler the last week of February.

The agreement requires the baler to operate for 30 days with no major operational problems. Harris staff anticipates that debugging the baler programming will occur the week of February 16<sup>th</sup>. Harris will most likely have two (2) representatives onsite this week, and City staff desires to hire RIR to perform data logging of the south baler operation, assist Harris staff with troubleshooting problems, and represent the City. Monitoring and operating the south baler is anticipated to take approximately two (2) months, and the cost to hire RIR is \$50,080, which is \$6,260 per 50 hour work week.

In addition, the agreement with Harris requires the City, at their cost, to re-assemble the north baler. Harris quoted the City \$85,000; however, their quote does not limit the cost to \$85,000 should Harris incur more than a total of \$85,000. Harris agreed the City may assemble the north baler themselves without Harris staff. RIR estimates it will take three (3) weeks with four (4) workers to re-assemble the north baler for a total cost not to exceed \$80,000.

City staff recommends awarding RIR an agreement to assemble the north baler and to represent the City during Harris's start up and monitoring period for a total cost of \$130,080. The funding will be from this fiscal year's budget. 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. Recykling Industrial Repairs, 231 Lakeshore Drive, Cordele, Georgia 31015("Contractor").

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

### **RECITALS**

A. The City is undertaking assembly of the north baler to its condition prior to disassembly, and observing the baler manufacturer's startup and initial 30-day monitoring of the south baler.

B. The project requires professional services for assembly of the north baler and representing the City during the manufacturer's startup and initial 30-day monitoring period of the south baler.

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

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

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

#### **1. SCOPE OF SERVICES:**

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

##### **A. Assemble North Baler**

The north baler shall be assembled to its same condition as prior to its disassembly, including mounting all valves, blocks and pumps, wiring all electrical circuits, etc. The north baler shall be assembled in consultation with City staff, and the Contractor shall

participate in weekly conference call meetings with the baler manufacturer. Weekly status reports shall be e-mailed to City and baler manufacturer.

**B. Represent the City During South Baler Startup and 30-day Monitoring Period**

The contractor shall be present during the south baler startup including logging data with baler diagnostic equipment. Contractor shall assist manufacturer with any reprogramming and shall represent the City during troubleshooting baler operational problems.

All baler diagnostic equipment results shall be provided to the City at least weekly.

**2. TIME OF PERFORMANCE:**

The services of the Contractor shall be undertaken and completed on or before the 31<sup>st</sup> 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 One Hundred Thirty Thousand Eighty Dollars (\$130,080).

**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.

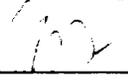
6. EXTENT OF CONTRACT:

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:  
(RIR Baler Support – Recycling Industrial Repairs)

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

WITNESS

CONTRACTOR  
Recykling Industrial Repairs  
231 Lakeshore Drive  
Cordele GA 31015

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

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

Printed Name: \_\_\_\_\_

Printed Name: Craig Johnson

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

Title: owner R.I.R.

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless

from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

**perform any term or condition of this Contract, or to bring an action for the breach of this Contract.**

RESOLUTION NO. 15-29

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RECYKLING INDUSTRIAL REPAIRS TO ASSEMBLE THE NORTH BALER AND REPRESENT THE CITY DURING BALER STARTUP

WHEREAS, the City desires to assemble the north baler and hire a third party baler expert, Recykling Industrial Repairs ("RIR") to represent them during the manufacturer's, Harris Waste Management Group, Inc. ("Harris"), startup and monitoring period of the south baler; and

WHEREAS, RIR desires to assemble the City's north baler and represent the City during startup and monitoring period of the south baler; and,

WHEREAS, Harris has agreed to allow the City to assemble the City's north baler and have a representative, RIR during the start of the south baler.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Recykling Industrial Repairs, in the amount of One Hundred Thirty Thousand and Eighty Dollars (\$130,080.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed One Hundred Thirty Thousand and Eighty Dollars (\$130,080.00)

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

February 17, 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 Haselden Wyoming Constructors, LLC  
Ice Arena Rubber Flooring, Project 14-52

Recommendation:

That Council, by resolution, authorize an agreement with Haselden Wyoming Constructors, LLC, for the Ice Arena Rubber Flooring, Project 14-52, in the amount of \$240,285, with a deduct change order in the amount of \$125,285, which has been approved by the contractor, for a revised contract amount of \$115,000. Furthermore, it is recommended that Council authorize a contingency account in the amount of \$5,000, for a total contract amount of \$120,000.

Summary:

On Wednesday, February 4, 2015, two (2) bids were received to remove and replace the rubber flooring at the Casper Ice Arena. The bids received for this work follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Haselden Wyoming Constructors</b>	<b>Casper, WY</b>	<b>\$240,285</b>
All-American Arena Products	Little Canada, MN	\$189,600

The Engineer's estimate was \$225,000. All-American Arena Products has asked that their bid be withdrawn due to their price reflecting a different, unapproved flooring product. Additionally, All-American Arena Products failed to submit a Bid Guaranty as required by bidding documents. The bid from Haselden Wyoming Constructors, LLC, in the amount of \$240,285, along with the deduct change order of \$125,285, results in a revised contract price of \$115,000. The cost savings are realized by reducing the total square footage of flooring to be replaced. Adding a construction contingency of \$5,000 brings the total contract amount to \$120,000. The project consists of removing and replacing the rubber flooring in the main lobby and two (2) locker rooms. The completion date for the project is July 30, 2015.

Funding for the project will be from General Fund one-time monies.

A resolution is prepared for Council's consideration.

February 17, 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: Change Order No. 1 with Haselden Wyoming Constructors, LLC  
Ice Arena Rubber Flooring, Project 14-52

Recommendation:

That the City Manager authorize Change Order No. 1 to the agreement with Haselden Wyoming Constructors, LLC, for the Ice Arena Rubber Flooring Project, for a price decrease of \$125,285.

Summary:

Haselden Wyoming Constructors, LLC, is under contract with the City of Casper for the Ice Arena Rubber Flooring Project.

The City of Casper and Haselden Wyoming Constructors, LLC, negotiated a lower contract amount based on reducing the scope of work. The flooring unit price has been increased to \$17.41 based on reducing the amount of flooring replaced from 15,000 square feet to 6,500 square feet.

This change order is for a contract decrease from \$240,285 to \$115,000.

CHANGE ORDER

NO. One (1)

PROJECT: Ice Arena Rubber Flooring  
Project No. 14-52

DATE OF ISSUANCE: February 17, 2015

OWNER: City of Casper, Wyoming

CONTRACTOR: Haselden Wyoming Constructors, LLC

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

Description: The low bid submitted by Haselden Wyoming Constructors, LLC, exceeded the budgeted amount for the project. The City of Casper and the Contractor negotiated a lower price based on reducing the scope of work.

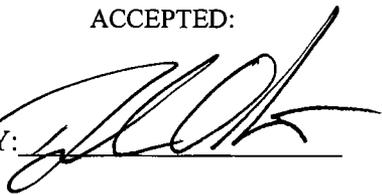
Attachments: Memo

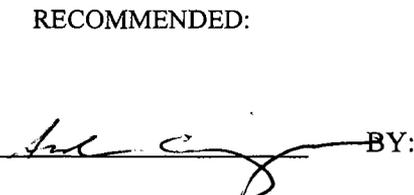
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>240,285</u>	Original Contract Time: (days or date) <u>Substantial completion: June 30, 2015</u> <u>Final completion: July 10, 2015</u>
Previous Change Orders No. ___ to ___ \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>240,285</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: June 30, 2015</u> <u>Final completion: July 10, 2015</u>
Net <del>Increase</del> /Decrease of this Change Order: \$ <u>125,285</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>115,000</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: June 30, 2015</u> <u>Final completion: July 10, 2015</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

BY: 

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

Contractor

Engineer

Owner

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Haselden Wyoming Constructors, LLC, 6000 East 2<sup>nd</sup> Street, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace the rubber flooring at the Casper Ice Arena; and,

WHEREAS, Haselden Wyoming Constructors, LLC is able and willing to provide those services specified as the Ice Arena Rubber Flooring Project No. 14-52.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Ice Arena Rubber Flooring Project No. 14-52, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 30, 2015 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 10, 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) 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) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Forty Thousand Two Hundred Eighty-Five Dollars (\$240,285) 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 substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with 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) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 *et seq.*, whether the depository is designated by the Contractor or by the Owner.

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

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

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

## ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 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 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions consisting of one (1) section.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Ice Arena Rubber Flooring Project No. 14-52**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

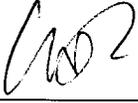
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:  
(Ice Arena Rubber Flooring Project No. 14-52)

  
\_\_\_\_\_

CONTRACTOR:

Haselden Wyoming Constructors, LLC  
6000 East 2<sup>nd</sup> Street  
Casper, Wyoming 82609

ATTEST: \_\_\_\_\_

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST: \_\_\_\_\_

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

V. H. McDonald

Title: City Clerk

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

Charlie Powell

Title: Mayor



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: \$ 240,327 240 285

TOTAL BASE BID, IN WORDS: TWO HUNDRED FORTY THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS.

TWO HUNDRED EIGHTY-FIVE *mc*

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: Haselden Wyoming Constructors, LLC  
6000 E. 2nd Street, Suite 1004  
Casper, WY 82609  
Attn: Derek Oliver

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 February 04, 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: \_\_\_\_\_

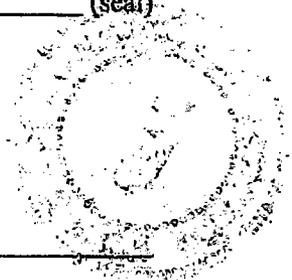
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Haselden Wyoming Constructors, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Secretary (seal)  
(Title)

(Seal)  
Attest: Licker Bowen



Business Address: 6000 E. 2nd Street, Suite 1004  
Casper, WY 82609  
Attn: Derek Oliver

Phone Number: (307) 234-9771

A JOINT VENTURE

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

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

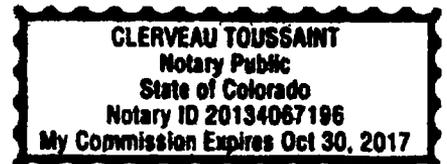
By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(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.)

County: Arapahoe  
State: Colorado  
Clerveau Toussaint  
2/3/2015

BF-4



**BID SCHEDULE**

January 29, 2015

**Ice Arena Rubber Flooring  
Project 14-52**

Casper, Wyoming

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.

SF = Square Foot      LF = Lineal Foot

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Remove and replace arena rubber flooring.	SF	15,000	\$ 15.71	<del>\$ 235,696</del> 235,650 <i>mc</i>
2	Remove and replace rubber wall base.	LF	1,500	\$ 3.09	\$ 4,631
<b>TOTAL BID</b>					<del>\$ 240,327</del> 240,285

• **BID IN WORDS:**

~~TWO HUNDRED FORTY THOUSAND THREE HUNDRED TWENTY SEVEN DOLLARS~~  
 TWO HUNDRED EIGHTY-FIVE  
 TWO HUNDRED FORTY THOUSAND THREE HUNDRED TWENTY SEVEN DOLLARS

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

RESOLUTION NO. 15-30

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
HASELDEN WYOMING CONSTRUCTORS, LLC, FOR THE ICE  
ARENA RUBBER FLOORING PROJECT.

WHEREAS, the City of Casper desires to contract for the replacement of the Ice Arena rubber flooring as the Ice Arena Rubber Flooring Project; and,

WHEREAS, Haselden Wyoming Constructors, LLC, is ready, willing and able to provide those services specified as the Ice Arena Rubber Flooring 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), 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 Haselden Wyoming Constructors, LLC, Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Forty Thousand Two Hundred Eighty-Five Dollars (\$240,285), and Five Thousand Dollars (\$5,000) for a contingency account, for a total price of Two Hundred Forty-Five Thousand Two Hundred Eighty-Five Dollars (\$245,285).

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), 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 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: VH McDonald, Administrative Services Director  
Murray MacDonald, Buildings and Structures Manager  
Andrew Beamer, P.E., Public Services Director  
Jason Knopp, P.E., City Engineer  
Alex Sveda, P.E. Associate Engineer

SUBJECT: Contract for Professional Services  
City Hall HVAC Network Upgrades, Project No. 15-04.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Long Mechanical Solutions related to City Hall HVAC Network Upgrades, Project No. 15-04, in the amount of \$23,714.00.

Summary:

The current software platform used by the current City Hall HVAC network automation controls and data system is Tridium R2. The product line for the Tridium R2 will no longer be supported beginning June 2015. This project will upgrade the current City Hall HVAC network automation controls and data system to a Tridium AX software platform. This platform will require the data system to be rebuilt and new graphics installed for each interface used for maintenance by the Buildings and Structures Division. This upgrade will ultimately expand the network automation system for better control and energy monitoring features.

Funding for professional services for City Hall HVAC Network Upgrades will come from Buildings and Grounds 1%#14 funds.

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. Long Mechanical Solutions, 3534 Salt Creek Highway, Casper, WY 82601 (“Contractor”).

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

### RECITALS

- A. The City is undertaking the City Hall HVAC Network Updates.
- B. The project requires professional services for updating the HVAC network controllers and installation of modulating ball valves for the Chiller, all for Casper City Hall.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- Replace the existing Tridium Jace network controller with a Jace 6 Controller that shall include the AX platform for the Casper City Hall building automation system.
- Furnish, build and install new graphics and expanded memory for the building automation system.
- Furnish, build and install the data base and the backup files for each replaced Jace and commission the operation and points. This shall include all recommissioning for the DDC controls.
- Provide all Owner training for the new graphics and operation.

5. Furnish and install two (2) 2-inch ball valves with modulating actuators for the existing Clima-Cool Chillers at Casper City Hall.
6. Furnish, build and install all necessary programming and commissioning for operation of new ball valves.
7. Provide all necessary water balancing for water flow design set by the Clima-Cool Chillers.

2. TIME OF PERFORMANCE:

The services of 5, 6 and 7 described above of the Contractor shall be undertaken and completed on or before the 17<sup>th</sup> day of April, 2015 for Scope of Services items. The services of 1, 2, 3 and 4 described above of the Contractor shall be undertaken and completed on or before the 12<sup>th</sup> day of June, 2015 for Scope of Services items.

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 Three Thousand Seven Hundred Fourteen Dollars (\$23,714.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

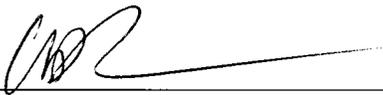
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

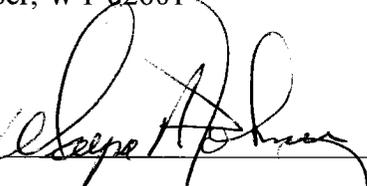
\_\_\_\_\_  
V.H. McDonald  
Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

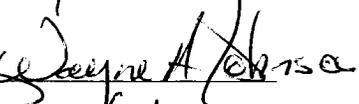
WITNESS

CONTRACTOR  
Long Mechanical Solutions  
3534 Salt Creek Highway  
Casper, WY 82601

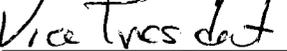
By: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Printed Name:   
\_\_\_\_\_

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



MECHANICAL SOLUTIONS

<b>Project:</b>	Chiller water flow valves	August 19, 2014
<b>Customer:</b>	City of Casper Murray MacDonald	Page 1 of 3
<b>Regarding:</b>	Install two modulating ball valves for the Chiller at City Hall	

Thank you for the opportunity to provide solutions to your HVAC needs. We are pleased to offer our proposal to install two modulating condenser water valves. This will include set up and programming and water balancing. This will include the following:

- (2) 2" ball valves with modulating actuators for Clima - Cool Chillers.
- Installation and programming the operation for the valves.
- Commissioning for the operation.
- Independent water balancing for water flow design set by Clima - Cool.
- Labor for installation and programming. LONG is certified by Clima - Cool to work and program the chiller.

Total project \$8,975.00

**OUR PROPOSAL EXCLUDES THE FOLLOWING:**

Providing the labor and materials for work not detailed to be done in this project's scope of work, including:

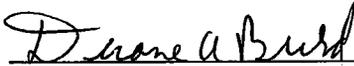
- ◆ Does not include any materials or labor not called out in the scope.

This price will be held firm for 30 days. Please review this proposal and let us know if you have any questions. If this proposal is acceptable, please acknowledge below and return by fax or mail.

Thank you for considering LONG Mechanical Solutions for this work.

Your building technology partner,

Accepted by,

  
 \_\_\_\_\_  
 Duane Burd  
 Service Account Manager

\_\_\_\_\_  
Authorized Signature

Date: 8-19-14

\_\_\_\_\_  
Printed Name

<b>Project:</b> Chiller water flow valves	August 19, 2014	Page 2 of 3
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**TERMS AND CONDITIONS OF SALE - SERVICE AND REPAIR WORK**

- (1) **OFFER AND ACCEPTANCE:** LONG Building Technologies (LONG) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order, contract or execution of this offer by Customer, or allowing LONG to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Customer and LONG. Any additional or differing terms and conditions contained on Customer's Purchase Order or contract (whether or not such terms materially alter this offer) are hereby rejected by LONG and shall not become part of the contract between Customer and LONG unless expressly consented to in writing by LONG. This offer is subject to acceptance within 30 days after date proposed and is based on all work being performed during regular working hours unless stated differently in the offer.
- (2) **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET 10 days on RECEIPT of INVOICE. LONG reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1 1/2%) percent of the principal amount due at the end of each thirty (30) day period.
- (3) **INVOICING:** LONG reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
- (4) **PERFORMANCE:** LONG shall not be liable for delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the LONG Credit Department, strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of LONG, whether of the causes enumerated above or not, which shall prevent LONG from making deliveries or performing services in the usual course of business. In the event of the disapproval of the LONG Credit Department or the occurrence of any of the above, LONG may, at its sole option, cancel Customer's Purchase Order or contract without any liability on the part of LONG. Alternatively, LONG may extend the time for its performance by a period equal to the duration of the cause underlying LONG's failure or delay. Receipt of the equipment or services by Customer upon its delivery shall constitute a waiver of all claims for delay.
- (5) **TAXES:** Prices quoted are exclusive of taxes unless specifically stated differently in the scope of work proposal. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which LONG shall be liable for either on its own behalf or on the behalf of the Customer, with respect to any orders for machinery or services, shall be in addition to the billing prices quoted and be paid by the Customer.
- (6) **WARRANTY:** LONG guarantees its service work and all materials of LONG's manufacturers against defects in workmanship and material for 90 days from date of substantial completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as LONG finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished, LONG will extend the same guarantee it receives from the manufacturer. THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
- (7) **PATENTS:** If there is brought against the Customer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, and LONG is notified promptly in writing and given authority, information and assistance by the Customer for the defense of same, LONG will defend same and pay all expenses and costs which may be awarded therein against the Customer. In the event that the Customer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined,

<b>Project:</b> Chiller water flow valves	August 19, 2014	Page 3 of 3
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LONG, in lieu of all other liability except as above stated will, at its own expense, either procure for the Customer the right to continue using said apparatus, or replace same with noninfringing apparatus, or modify it so it becomes noninfringing, or remove said apparatus and refund the purchase price thereof, but LONG's liability shall in no case exceed the purchase price of said infringing apparatus.

- (8) **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against LONG arising from LONG's performance under this contract must be commenced by Customer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Customer. **IN NO EVENT SHALL LONG'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY LONG FROM CUSTOMER UNDER THE INSTANT CONTRACT, NOR SHALL LONG BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.**
- (9) **DELIVERY:** Execution and shipping dates are approximate only. No execution or shipping dates requested or specified by Customer will be binding on LONG unless such request or specifications is specifically agreed to in writing by an officer of LONG. Shipment shall be F.O.B. factory freight allowed, with title passing to Customer upon delivery to the carrier by LONG or the equipment manufacturer if applicable.
- (10) **CANCELLATION:** LONG reserves the right to collect cancellation charges (including, but not limited to, all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order or contract).
- (11) **DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have entered into and shall be governed by the laws of the State of WY. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Casper, WY, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
- (12) **COSTS TO LONG:** In the event it becomes necessary for LONG to incur any costs or expenses in the collection of monies due to LONG from Customer, or to enforce any of its rights or privileges hereunder, Customer, upon demand, shall reimburse LONG for all such costs and expense (including, but not limited to, reasonable attorney's fees).
- (13) **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of LONG's offer to sell, constitute the entire agreement between LONG and Customer. No course of dealings or performances, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of LONG.
- (14) **ASSIGNMENT:** Customer shall not assign this contract or any interest therein without the prior written consent of LONG. Any actual or attempted assignment without LONG's consent shall entitle LONG, at its sole option, to cancel this contract and, in such event, LONG shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.



MECHANICAL SOLUTIONS

# Project Agreement

<b>Quote Number:</b>	City Hall Jace Upgrade	October 6, 2014	Page 1 of 3
<b>Customer:</b>	City of Casper		
<b>Regarding:</b>	Upgrading the Jace for City Hall		

Thank you for the opportunity to provide solutions to your HVAC needs. We are pleased to offer our proposal to replace the Jace network controller for the building automation system. LONG will build new graphics for the building automation system. LONG will install the backup files to the new Jace and commission the operation and points. LONG will recommission the DDC controls for the building. This includes

- Jace 6 Controller
- Expanded memory
- Recommissioning for the DDC controls
- New graphics
- Labor
- Owner training for the new graphics and operation.

**OUR PROPOSAL EXCLUDES THE FOLLOWING:**

1. Providing the labor and materials for work not detailed to be done in this project's scope of work.
2. Does not include repairs to the DDC controls or HVAC equipment.

**YOUR INVESTMENT FOR THIS SCOPE OF WORK IS:**

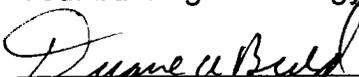
Fourteen Thousand Seven Hundred Thirty-nine Dollars .....\$14,739.00

This price will be held firm for 30 days. Please review this proposal and let us know if you have any questions. If this proposal is acceptable, please acknowledge below and return by fax or mail.

Thank you for considering LONG Mechanical Solutions for this work.

Your building technology partner,

Accepted by,



Duane Burd  
 Service Account Manager

\_\_\_\_\_  
 Authorized Signature

Date: \_\_\_\_\_

PO #: \_\_\_\_\_



MECHANICAL SOLUTIONS

<b>Quote Number:</b>	City Hall Jace Upgrade	October 6, 2014	Page 2 of 3
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TERMS AND CONDITIONS OF SALE - SERVICE AND REPAIR WORK

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MECHANICAL SOLUTIONS

<b>Quote Number:</b>	City Hall Jace Upgrade	October 6, 2014	Page 3 of 3
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RESOLUTION NO. 15-31

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH LONG MECHANICAL SOLUTIONS, FOR PROFESSIONAL SERVICES FOR THE CITY HALL HVAC NETWORK UPDATES.

WHEREAS, the City of Casper desires to enter into a professional services agreement with Long Mechanical Solutions, for the City Hall HVAC Network Upgrades Project; and,

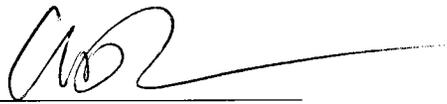
WHEREAS, Long Mechanical Solutions is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with Long Mechanical Solutions, to provide HVAC network upgrades for Casper City Hall.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed Twenty Three Thousand Seven Hundred Fourteen Dollars (\$23,714.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

February 17, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Pete Meyers, Assistant Public Services Director  
Jason Knopp, P.E., City Engineer  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with WWC Engineering  
15th Street & Elm Street Improvements, Project No. 14-68

Recommendation:

That Council, by resolution, authorize a contract for professional services with WWC Engineering, for design services for the 15th Street & Elm Street Improvements, Project No. 14-68 in the amount of \$153,000.

Summary:

The street surfaces on 15<sup>th</sup> Street (Wolcott Street to CY Avenue), Wolcott Street (13<sup>th</sup> Street to 15<sup>th</sup> Street), and Elm Street (15<sup>th</sup> Street to CY Avenue) have been subject to substantial traffic loads, freeze/thaw cycles of storm water, and multiple water main repairs. This has caused traverse cracking and potholes throughout these streets. The undersized cast iron water main pipe in Wolcott Street has been subject to many breaks and is in need of replacement with larger pipe. Storm sewer mains, catch basins, ADA accessible ramps and curb & gutter throughout these streets are undersized or do not comply with current City of Casper standards.

To address these issues, the 15th Street & Elm Street Improvements will: mill and overlay asphalt surface from on 15th Street (Wolcott Street to CY Avenue), Wolcott Street (13th Street to 15th Street), and Elm Street (15th Street to CY Avenue); replace the cast iron water main on Wolcott Street from 15<sup>th</sup> Street to 13<sup>th</sup> Street; install storm sewer catch basins and replace storm sewer mains; install traffic striping, stop bars, crosswalk bars and crosswalk signage, with ADA accessible ramps, at intersections throughout the project area; include miscellaneous repairs to sidewalk, curb & gutter and curbside.

WWC Engineering demonstrated the highest level of expertise in street and infrastructure improvements and was selected to provide the design services.

The estimated construction cost for the 15th Street & Elm Street Improvements is \$2.82 Million.

Funding for this project will be from Water Fund Reserves and Arterial and Collector Street Funds.

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. WWC Engineering, 5810 East 2<sup>nd</sup> Street, Suite 200, Casper, WY, 82609 (“Contractor”).

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

### RECITALS

A. The City is undertaking the 15<sup>th</sup> Street & Elm Street Improvements.

B. The project requires professional services for design of the following infrastructure improvements at the following locations:

Wolcott Street from 13th Street to 15th Street:

- Replacement of approximately 850 feet of water main replacement: 8-inch line.
- Replacement of approximately 850 feet of storm sewer mains, approximately 120 feet of storm sewer laterals, and approximately 2 catch basins.
- Remove and replace all broken curb and gutter and ensure positive drainage to inlets, replace vertical curb with a standard curb and gutter section, install ADA ramps as needed, mill and overlay the remaining street corridor.
- Install inlay crosswalk bars and striping.

South Elm Street from 15th Street to CY Avenue:

- Replacement of approximately 1,200 feet of storm sewer mains, approximately 210 feet of storm sewer laterals, and approximately 6 catch basins.
- Remove and replace all broken curb and gutter and ensure positive drainage to inlets, replace vertical curb with a standard curb and gutter section, install ADA ramps as needed, mill and overlay the remaining street corridor.
- Install inlay crosswalk bars and striping.

15th Street from Wolcott Street to CY Avenue:

- Plugging and abandoning existing 8-inch line along 15th Street from South Elm Street to South Cedar Street with removal of all abandoned valve/curb boxes; tying over water services, hot tapping perpendicular water lines and hydrant assembly leads, and installing necessary valves to existing 20-inch line.
- Replacement of approximately 900 feet of storm sewer mains, approximately 810 feet of storm sewer laterals, and approximately 24 catch basins.
- Remove and replace all broken curb and gutter and ensure positive drainage to inlets, replace vertical curb with a standard curb and gutter section, install ADA ramps as needed, mill and overlay the remaining street corridor.
- Install inlay crosswalk bars and striping.

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

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

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

1. SCOPE OF SERVICES:

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

A. Design Phase.

1. The Consultant shall meet with City representatives to discuss proposed project configuration and layout.
2. The Consultant shall conduct field surveys to collect topographic data, existing utilities, and surface elevations for the purpose of providing an appropriate alignment and to establish grades needed to provide positive drainage throughout the corridor.
3. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public.

4. The Consultant shall prepare final drawings on a computer aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2012 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "Bid Set" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper utilizing the United States National CAD Standards.
5. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or one hundred percent (100%).
6. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at fifty percent (50%) and ninety (90%) and to conduct review meetings involving city staff to go over all comments at each phase.
7. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to obtain a permit to construct the improvements. It is anticipated that a minimal amount of Geotech Investigation must be conducted in order to obtain a permit to construct from DEQ. The following is a sample of the geotech request that the City has accomplished in the past for waterline work permitting:

Provide a cost proposal to drill one boring per block. On blocks that are on the length of 600 feet or more, provide two borings per block. Each boring shall be conducted to a minimum depth of 10 ft. The borings shall be drilled to obtain information on the subsurface profile including existing roadway sections, to obtain samples for laboratory testing and to estimate the groundwater level and depth to bedrock if encountered. Consultant must obtain one street cut permit and one traffic control permit. Have the soil samples preliminarily screened for VOC's and hydrocarbon staining. If VOC's or hydrocarbon staining is observed, Consultant to perform headspace analyses on those samples. Provide a geotechnical engineer to visually classify samples obtained in the field and conduct laboratory testing to determine the physical and engineering properties of the on-site soils and bedrock. Incorporate the following laboratory testing to be completed: Natural Moisture Content (D2216), Particle Size Analysis (D422), Minus No. 200 Sieve (D1140), Atterberg Limits (D4318), and pH and Minimum Resistivity (only on soils that exhibit VOC or hydrocarbon staining). Provide three (3) copies of a summary report of the data obtained from the field exploration and laboratory testing and present any conclusions and recommendations.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project. This project will be funded utilizing city general funds and one cent funds.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany the Owner's Bid Form.
  - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After front end documents are review by the Owner, Consultant shall incorporate any changes into the Project Manual.

The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details related to this project, and as follows:

- a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultant's registration stamp, date and signature.
  - b. Typical Section of the roadway with dimensions and stationing.
  - c. Right-of-Way & Utility Plan indicating clearance of right-of-way and plan and profiles of all utilities to be replaced or modified.
  - d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
  - e. Drainage Details showing size and location of drainage features if necessary.
  - f. Corridor Amenities details showing location and orientation, necessary for construction including: concrete sidewalk, curb and gutter, ADA ramps, etc.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AUTOCAD and PDF format, and the project manual in WORD and PDF format labeled "BIDDING DOCUMENTS 15TH STREET & ELM STREET IMPROVEMENTS PROJECT."

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 21st day of August, 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 One Hundred Fifty Three Thousand Dollars (\$153,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

WITNESS

CONTRACTOR  
WWC Engineering  
5810 East 2<sup>nd</sup> Street, Suite 200  
Casper, WY 82609

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

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

Printed Name: \_\_\_\_\_

Printed Name: DARRIN TROMBLE

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

Title: BRANCH 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 subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

<b>Proposed Fee Schedule</b> <b>City of Casper</b> <b>15th STREET AND ELM STREET IMPROVEMENTS</b> <b>WWC Engineering</b> <b>January 9, 2015</b>	Total HRS	Total Labor Cost	Sub- Consultants	Total Expense Cost	Total Labor & Expenses
1. <u>Design Phase</u> A) Survey B) Geotechnical Investigation C) Drainage Evaluation and Improvements D) Utility Improvements Design E) Roadway Design F) Prepare Plans and Specifications G) Plan Reviews, Revisions and Prepare Final Plans H) WDEQ Permitting  DESIGN DAYS:	<u>1537</u> 208 8 368 196 252 294 140 71  192.1	<u>\$140,408</u> \$18,928 \$752 \$35,008 \$18,052 \$23,496 \$25,374 \$12,960 \$5,838	<u>\$9,000</u>  \$9,000	<u>\$3,750</u> \$3,200  \$250 \$200 \$100	<b>\$153,158</b>

Note: Hourly rates used for calculation of labor costs are shown on the attached 2015 Schedule of Charges

\$ 153,158

**Total Design Fee Upset Amount: \$153,000.00**

Signed:  Date: 1/9/15

Title: RANCH MANAGER



## 2015 SCHEDULE OF CHARGES

<b>PERSONNEL</b>	<b>HOURLY FEE</b>	<b>PERSONNEL</b>	<b>HOURLY FEE</b>
Principals of Firm	\$125	CADD Manager	\$79
Senior Technical Advisor	\$140	CADD Designer	\$75
Professional, Level 6	\$121	CADD Operator 2	\$71
Professional, Level 5	\$117	CADD Operator 1	\$65
Professional, Level 4	\$109	Technician Supervisor	\$79
Professional, Level 3	\$102	Technician 3	\$73
Professional, Level 2	\$95	Technician 2	\$68
Professional, Level 1	\$86	Technician 1	\$53
Systems Analyst 2	\$71	Administrative Specialist	\$64
Systems Analyst 1	\$62	Administrative Assistant	\$51
		Expert Witness	Two times standard billing rate
<b>EXPENSES</b>	<b>FEE</b>	<b>ENVIRONMENTAL MONITORING</b>	<b>FEE</b>
Subcontractors	Cost + 15%	Organic Vapor, O <sub>2</sub> /LEL Meter	\$40/day
Equipment/Supply Purchases for Client	Cost + 15%	Water Level/Interface Probe	\$50/day
Travel Expense	Cost	Disposable Bailer	\$10/each
Vehicle Mileage	\$.80/mile (\$25/day min.)	Turbidity, pH, Conductivity, DO Meter	\$50/day
		Hydrolab Meter	\$300/day
<b>OFFICE</b>	<b>FEE</b>	High Capacity In-Line Filter	\$25/each
Photocopies	\$.12/page	Low Capacity In-Line Filter	\$15/each
Large Format Photocopies	\$.60/sq. ft.	Disposable No-Purge Sampler- Large	\$50/each
Drawings- Large Format Plots	\$11/sheet	Disposable No-Purge Sampler- Small	\$35/each
Drawings - 11"x 17"	\$1.30/page	Current Meter	\$30/day
Facsimiles	\$1/page	Flow Meter	\$135/day or \$450/week
Expendables	Cost	Water Level Recorder	\$30/day
		Personnel AQ Monitor	\$30/day
<b>FIELD EQUIPMENT</b>	<b>FEE</b>	Bailing Cord	\$.08/foot
Data Logger With Single Transducer	\$80/day		
Additional Transducers	\$25/day	<b>SURVEYING EQUIPMENT</b>	<b>FEE</b>
Generator	\$100/day	GPS	\$350/day
Fluids Pump	\$100/day	GeoXH GPS	\$50/day
Air Compressor	\$50/day	Total Station	\$25/hour
ATV	\$120/day	Robotic Total Station	\$35/hour
UTV	\$150/day	Differential Level	\$15/hour
Power Hand Auger	\$15/hour	Survey Rebar & Cap	\$7/each
Troxler Nuclear Density Gauge	\$40/Test (min. 2 tests)	Lath, Survey	\$19/bundle
		Stakes	\$12/bundle

This schedule of charges shall be in effect from January 1 through December 31, 2015. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.

RESOLUTION NO. 15-33

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC Engineering, FOR PROFESSIONAL SERVICES FOR THE 15TH STREET & ELM STREET IMPROVEMENTS.

WHEREAS, the City of Casper desires to enter into a professional services agreement with WWC Engineering, for design services for the 15th Street & Elm Street Improvements, Project No. 14-68; and,

WHEREAS, WWC Engineering is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with Engineering, to provide professional engineering design services for the 15th Street & Elm Street Improvements, Project No. 14-68.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed One Hundred Fifty Three Thousand Dollars (\$153,000.00).

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