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Authorizing the Purchase of One (1) Used Komptech Cribus 2800 Hybrid Compost Screen, with Three Screens for Different Material Sizes, from Power Screening LLC, of Commerce City, Colorado, in the Amount of \$338,700.00.

Memorandum 191

REGULAR COUNCIL MEETING

Tuesday, January 20, 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 JANUARY 6, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 15, 2015.
4. CONSIDERATION OF BILLS AND CLAIMS
5. ESTABLISH DATE OF PUBLIC HEARINGS
 - A. Consent
 1. Establish **February 17, 2015**, as the Public Hearing Date for Consideration of:
 - a. Transfer of **Retail Liquor License** No. 19, from **Safeway Stores 46 Inc.**, to **Ridley's Family Markets Inc.**, dba **Ridley's Family Markets**, Located at 1375 CY Avenue.
 - b. Fiscal Year 2014-2015 **Budget Adjustments**.
6. PUBLIC HEARINGS
 - A. Ordinance
 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.
 2. Consideration of **Annexation** Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **DMK Subdivision** Complies with W.S. 15-1-402.
 - a. **Resolution**
 - b. Third Reading **Ordinance** Approving **Annexation**, and **Zoning** of **DMK Subdivision**.

6. PUBLIC HEARINGS (Continued)

3. Consideration of **Annexation** Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of 23.43-acres More or Less, Being Unofficially Referred to as **“The Open Space Addition”** Complies with W.S. 15-1-402.
 - a. **Continue** the Public Hearing to the **March 17, 2015** City Council Meeting, for Consideration of a **Resolution**.
 - b. **Continue** the Public Hearing to the **March 17, 2015** City Council Meeting, the **Third and Final Reading** of the **Ordinance**.

B. Minute Action

1. Authorizing the **Issuance** of a **Restaurant Liquor License** to **Rena’s Lime Leaf Asian Bistro, Inc.**, dba Lime Leaf Asian Bistro, Located at 845 East 2nd Street.

7. RESOLUTIONS

A. Consent

1. Approving a Natrona County Plat, **“RSSI Simple Subdivision,”** a **Vacation and Replat** of of Lot 27, **Skyview Industrial Park**, Being Part of NE1/4 Section 31 and NW1/4 Section 32, T.34N., R.79W, of the 6th P.M., Natrona County, Wyoming.
2. Authorizing **Agreement** with **Daktronics, Inc.**, in the Amount of \$1,000,000, for the **Casper Events Center Scoreboard & Electronics Display Upgrades Project**.
3. Authorizing **Agreement** with **WLC Engineering**, Surveying and Planning, in the Amount of \$220,100, for the **Country Club Road Improvements Project**.
4. Authorizing a **Contract** with **Nordic Sound Incorporated** DBA Nordic Sound, in an Amount not to Exceed \$126,876, to Provide Professional Services for the Design, Configuration and Installation of an **Audio/Visual Technologies Upgrade** for the City's **Council Chambers**.
5. Authorizing the Mayor to Sign the December 31, 2014, **State Small Business Credit Initiative Certification (SSBCI)** on **Use-of-Allocated Funds**.

7. RESOLUTIONS Continued

A. Consent

6. Establishing **Rates** for Services and the Purchase of **Graves at Highland Cemetery**, and Rescinding Resolution No. 12-240.
7. Establishing **Fee Structure** for **Athletic Field Reservations**, and Rescinding Resolution No. 13-71.
8. Establishing **Fee Structure** for **Parks and Tennis Court Reservations**, and Rescinding Resolution No. 13-71.

8. MINUTE ACTIONS

A. Consent

1. Authorizing the **Purchase** of One (1) New Freightliner, SD 114, 66,000 Lb. **Tandem Axle Roll-Off Sanitation Truck**, with Galbreath, 22ft. Roll-Off Body, and Options, from Jack's Truck and Equipment of Casper, Wyoming, in the Amount of \$163,392.00, to be Used by the **Solid Waste Division**, of the Public Services Department.
2. Authorizing the **Discharge of \$5,905.07 of Uncollectible Accounts Receivable Balances** as Outlined in **Staff's Report** Dated January 1, 2015.
3. Authorizing **Re-Appointment** of Anthony Jacobsen and Vivian Meek to a Second Term on the **Casper Historic Preservation Commission**; and **Appointing** Kirstin Q. Vanatta to Fill the Term Vacated by Megan Eding.
4. Authorizing the **Purchase of One (1) Used 2013 Komptech Cribus 2800 Hybrid Compost Screen**, with Options, From **Power Screening LLC**, of Commerce City, Colorado, in the **Amount of \$338,700.00**. This Compost Screen will be Used by the Solid Waste Division, of the **Public Services Department**.

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, February 3, 2015 – Council Chambers

Work sessions

4:30 p.m. Tuesday, January 27, 2015 – Council meeting room

7:00 a.m. Friday, January 30, 2015 – Council meeting room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
January 6, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 6, 2015. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer.

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Bertoglio, seconded by Councilman Sandoval, to, by minute action, approve the minutes of the December 16, 2014, regular Council meeting, as published in the Casper-Star Tribune on December 24, 2014. Passed.

Moved by Councilman Hopkins, seconded by Councilman Powell, to, by minute action, approve payment of the January 6, 2015, bills and claims, as audited by City Manager Patterson. Passed with abstention noted by Councilman Hedquist.

Bills & Claims		
01/06/2015		
A Jopru	Refund	\$52.32
A Montes	Reimb	\$132.48
A Quinday	Refund	\$31.83
AAALandscaping	Services	\$1,085.00
Adecco	Services	\$178.20
Airgas	Goods	\$485.65
AllTrees	Services	\$4,900.00
AMBI	Services	\$590.05
AmericanEagleCleaning	Services	\$2,150.00
AmericanTitle	Services	\$469.00
Amerigas	Goods	\$2,762.73
ArrowheadHeating	Services	\$408.00
AtlanticElec	Services	\$9,462.50
B Moran	Refund	\$52.32
B Rollins	Refund	\$20.62
B Steinke	Reimb	\$39.36
BankOfAmerica	Goods	\$237,783.90
Bentz'sTownPump	Goods	\$77.51
BoothRsrch	Svc	\$7,000.00
C Atack	Refund	\$44.60
C Donaldson	Refund	\$59.16
C Root Jr.	Reimb	\$74.95
CAEDA	Funding	\$200,000.00
CasperCollege	Services	\$50.00
CasperRadioGroup	Services	\$448.00
CATC	Funding	\$140,292.00
Centurylink	Services	\$1,453.76

Charter	Services	\$450.00
CharterCommunications	Services	\$237.15
CivilEngineeringProfessionals	Projects	\$7,806.15
CLake	Reimb	\$130.00
CMITeco	Goods	\$471,700.00
CobanTech	Services	\$1,103.00
CommTech	Goods	\$6,978.47
CrimeSceneInfo	Services	\$86.25
CRMC	Services	\$340.00
D Ruiz	Services	\$130.00
DavidsonFixedIncome	Services	\$6,944.10
DeltaDental	Services	\$22,920.58
DeluxeBusinessChecks	Goods	\$44.80
DoubleDWelding	Services	\$505.00
DowntownDevelopmentAuth	Funding	\$485.24
DPAssoc	Services	\$7,000.00
DPCIndustries	Goods	\$5,559.64
DRaatz	Reimb	\$91.40
FirstData	Services	\$4,403.31
FirstInterstateBank	Services	\$19,485.01
FrontlineFireProtection	Services	\$1,319.06
G Orzel	Refund	\$51.34
G Schenfisch	Services	\$54.00
G/W Clark	Refund	\$2,992.77
GolderAssociates	Services	\$26,660.96
Granicus	Services	\$725.00
GrizzlyExcavating	Projects	\$19,327.43
GSGArchitecture	Services	\$23,410.95
H Aguilar	Refund	\$320.00
HDR Engineering	Projects	\$691.65
HedquistConstruction	Projects	\$52,940.00
HewlettPackard	Goods	\$1,531.28
HighPlainsConstruction	Goods	\$32,300.80
Homax	Goods	\$2,787.35
HonnenEquipmentCo	Goods	\$313.20
IceBuilders	Projects	\$32,734.15
InbergMillerEngineers	Services	\$114.00
InternationalColiseums	Projects	\$4,550.73
Itron	Services	\$1,282.66
J Farrell	Reimb	\$40.00
J Gall	Reimb	\$500.00
J Gerhart	Reimb	\$100.00
J Goff	Refund	\$58.67
J Knopp	Reimb	\$90.00
J Levin	Reimb	\$503.10
J Obrien	Refund	\$10.00

J Riddle	Refund	\$175.00
J Stevens	Reimb	\$75.00
JohnsonControls	Services	\$1,734.21
JTLGroup	Services	\$1,951.50
K Counihan	Refund	\$250.00
K Spaay	Refund	\$56.23
KingEnterprises	Refund	\$32.68
L Havel	Refund	\$5.53
L Witko	Reimb	\$380.00
LaborReady	Services	\$3,132.42
LINA	Services	\$298.21
LongBuildingTech	Services	\$385.00
M Parker	Refund	\$58.67
ManufacturingWorks	Services	\$200.00
MCCI	Services	\$10,139.00
MorrisonMaierle	Projects	\$13,821.94
Motorola	Goods	\$15,360.22
MurdockLaw	Services	\$336.40
N/G Veerkamp	Refund	\$33.99
NBSBenefits	Services	\$12,000.00
NevesUniforms	Goods	\$4,640.05
OfficeStateLands	Services	\$3,434.22
OlsonAutobody	Services	\$11,728.72
P Brooker	Services	\$300.00
PeaksToPlainsDesign	Services	\$1,800.00
PhippsConst	Projects	\$42,520.00
PrairieWingBuilders	Refund	\$397.30
ProfessionalPark	Refund	\$813.86
R Schwahn, DVM	Services	\$400.00
RecycledMaterials	Services	\$1,500.00
RockyMtnPower	Services	\$246,108.75
RouteSmartTech	Services	\$6,000.00
RSchulenberg	Reimb	\$500.00
RYoung	Reimb	\$128.43
S Bieber	Refund	\$39.32
S Daley	Reimb	\$84.99
S Nelson	Reimb	\$141.22
S Nunn	Reimb	\$282.36
S Steidley	Refund	\$51.70
S Watts	Refund	\$62.61
SheetMetalSpec	Goods	\$212.50
SkylineRanches	Services	\$407.16
Smarsh	Services	\$1,932.00
SourceGas	Services	\$57,056.77
SpillmanTechnologies	Services	\$33,460.00
SportSystemsUnlimited	Projects	\$65,215.00

StarLineFeeds	Goods	\$670.80
StarTribune	Services	\$1,457.60
StewartMoving&Storage	Refund	\$25.20
SulzmanCleaningCompany	Services	\$590.00
T Keller	Refund	\$37.02
T Sheehan	Reimb	\$100.00
TorrentEngineering&Equip	Projects	\$37,017.00
TownSquareMedia	Services	\$1,376.00
TurnkeyServices	Services	\$375.00
UrgentCare	Services	\$3,774.00
V Schuler	Reimb	\$1,166.29
Verizon	Services	\$3,714.47
VisionServicePlan	Services	\$1,237.09
Visits	Services	\$200.45
W Mccoy	Refund	\$6.40
WardwellWater&SewerDist	Services	\$14.00
WayneColemanConstruction	Projects	\$8,856.05
WestlandPark	Services	\$2,336.80
WilliamsPorterDay	Services	\$108.00
WorthingtonLenhart&Carp.	Services	\$36,728.16
WYDOT	Services	\$1,544.88
YouthCrisisCenter	Funding	\$5,079.70
		\$2,017,971.01

Councilmen Bertoglio and Goodenough bid farewell to Council members and City staff.

Mayor Meyer presented Councilmen Bertoglio and Goodenough with plaques of appreciation for their years of services.

Mayor Meyer bid farewell and expressed appreciation to Council members, City staff, his family.

Vice-President Powell presented Mayor Meyer with a plaque of appreciation for his service as Mayor.

Mayor Meyer called for a brief recess at 6:15 p.m., Vice President Powell reconvened the meeting at 6:24 p.m.

Vice-President Powell introduced new Councilmen Johnson, Mundell, Pacheco and returning Councilman Schlager.

Municipal Court Judge Nachbar issued oath of office to the newly elected Councilmen Johnson, Mundell, Pacheco and returning Councilman Schlager.

New Councilmembers introduced members of their family and friends.

A roll call resulted in the presence of Councilmen Stephen R. Cathey, Craig Hedquist,

Robert J. Hopkins, Shawn Johnson, Robin Mundell, Charlie Powell, Ray Pacheco, Daniel Sandoval, and Kenyne Schlager.

Moved by Councilman Sandoval, seconded by Councilman Mundell, to, by minute action, appoint Charlie Powell as Mayor of the City of Casper, Wyoming, for calendar year 2015. Motion passed unanimously.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by minute action, appoint Daniel Sandoval as Vice-President of the City of Casper, Wyoming, for calendar year 2015. Motion passed unanimously.

Municipal Court Judge Nachbar issued oath of office to the newly elected Mayor Powell and Vice-President Sandoval.

Vice-President Sandoval shared thoughts of future Council courage of peace.

Mayor Powell offered opening remarks of gratitude and the upcoming future goals of Council. He also expressed appreciation to Council members, City staff and his family.

Moved by Councilman Cathey, seconded by Councilman Johnson, to, by minute action, establish January 20, 2015, as the Public Hearing Date for the Consideration of:

- a. Issuance of a Restaurant Liquor License #24, from Rena's Lime Leaf Asian Bistro Inc., d.b.a Lime Leaf Asian Bistro Located at 845 E 2nd Street.
- b. Ordinance Amendment to Section 17.94.130 (Design Standards for Roof Signs) of the Casper Municipal Code, to Allow Roof Signs in the Old Yellowstone District.

Motion passed unanimously.

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

ORDINANCE NO. 30-14
AN ORDINANCE APPROVING THE ANNEXATION
OF 23.43 - ACRES, MORE OR LESS, REFERRED TO
AS "THE OPEN SPACE ADDITION," AND ZONING
SAID PROPERTY PUD (PLANNED UNIT
DEVELOPMENT) AND INCORPORATING IT INTO
THE MCMURRY BUSINESS PARK PUD (PLANNED
UNIT DEVELOPMENT); AND ALSO APPROVING
THE ASSOCIATED ANNEXATION AGREEMENT

WHEREAS, V.A. Resources, LLC and Eastgate Ranches, LLC have applied to annex 23.43 -acres, more or less, referred to as "The Open Space Addition," located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming, being more specifically depicted in Exhibit "A" of the associated Annexation Agreement; and,

WHEREAS, the applicants have applied to zone said 23.43 -acres, more or less, as PUD (Planned Unit Development), for inclusion in the McMurry Business Park PUD approved by the City Council on July 5, 2007, and amended by Resolution No. 14-124 in May of 2014; and,

WHEREAS, "The Open Space Addition" will serve as usable open space for the McMurry Business Park PUD and will incorporate a pedestrian/bicycle pathway/trail for the use of the residents in the area, as well as the general public; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning following a public hearing on October 28, 2014.

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

SECTION 1:

The annexation of 23.43 -acres, more or less, being unofficially referred to as "The Open Space Addition," located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6t" P.M., Natrona County, Wyoming, being more specifically depicted in Exhibit "A" of the associated Annexation Agreement, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The Annexation Agreement between the City of Casper, V.A. Resources, LLC and Eastgate Ranches, LLC is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 3:

The 23.43 -acre parcel being annexed shall be zoned PUD (Planned Unit Development) and is hereby incorporated into the McMurry Business Park PUD (Planned Unit Development) as usable open space.

SECTION 4:

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

PASSED on 1st reading on the 2nd day of December, 2014.

PASSED on the 2nd reading on the 16th day of December, 2014.

PASSED, APPROVED, AND ADOPTED on the 3rd and final reading the 6th day of January, 2105.

ORDINANCE NO. 32-14
AN ORDINANCE APPROVING A REPLAT,
SUBDIVISION AGREEMENT, AND ZONE CHANGE
FOR THE HARMONY HILLS ADDITION NO. 1
SUBDIVISION IN THE CITY OF CASPER,
WYOMING.

WHEREAS an application has been made to vacate and replat a portion Sunrise Hills No. 9 and Lots 18 — 21, located in the Garden Creek Hills Patio Homes No. 1, to create Harmony Hills Addition No. 1 of the City of Casper, Wyoming; and,

WHEREAS an application has been made to rezone all of the above described lots from zoning classification PUD (Planned Unit Development) to R-2 (One Unit Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and, WHEREAS, this replatting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, replat and subdivision agreement should be approved.

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the 2nd day of December, 2014.

PASSED on 2nd reading the 16th day of December, 2014.

PASSED, APPROVED, AND ADOPTED on the 6th day of January, 2015.

Councilman Mundell presented the foregoing ordinances for adoption, on third reading. Seconded by Councilman Hedquist. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-1
A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH ADVANCED COMMUNICATION TECHNOLOGIES,LLC, TO INSTALL BURIED FIBER OPTIC CABLE INFRASTRUCTURE WITHIN CITY - OWNED RIGHT-OF WAY.

RESOLUTION NO. 15-2
A RESOLUTION AUTHORIZING CHANGE ORDER NO.2 WITH 71 CONSTRUCTION FOR THE GOODSTEIN PARK PROJECT.

RESOLUTION NO. 15-3
A RESOLUTION APPROVING THE REPLAT OF LOTS 6 AND 7, BLOCK 5, WEST GARDEN CREEK ADDITION NO. 2, TO CREATE THE LCC ADDITION, LOTS 1 AND 2; AND ALSO APPROVING THE ASSOCIATED SUBDIVISION AGREEMENT

Councilman Hopkins presented the foregoing three (3) resolutions for adoption. Seconded by Councilman Mundell. Passed.

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

- 1) Reappointment of Mark Pepper to the Economic Development Joint Powers Board (EDJPB).
- 2) Acknowledging Change in the Dispensing Room Area of Denny's Diner, Located at 4220 Hospitality Lane.
- 3) Authorizing the Purchase of One New Caterpillar 950K Front-End Wheel Loader, and One Used 2001 Caterpillar 826G Landfill Compactor from Wyoming Machinery Company, in the Amount Not to Exceed \$461,570.17, to be Used in the Solid Waste Division, Balefill Section.
- 4) Approving Board/Commission Liaison Assignments, as Outlined in Staff's Report Dated January 5, 2015.

Moved by Councilman Sandoval, seconded by Councilman Pacheco, to, by consent to authorize the foregoing four (4) minute action items. With nay vote noted by Councilman Hedquist as to item four (4), motion passed.

Ryan Carroll, 5210 Waterford Street, addressed Council regarding sole source purchase from Wyoming Machinery. Andrew Beamer, City of Casper Public Service Director, addressed Council's questions.

Other individuals addressing the Council were: Wood Giles, 290 E. Magnolia Street, regarding his concerns with poverty; and Dennis Steensland, 533 S. Washington Street,

regarding the Council's decision to have a second vote for Mayor/Vice-President and to inquire about patrol cars parked on east side of Modern Electric.

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 13, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, January 20, 2015, in the Council Chambers.

Moved by Councilman Sandoval, seconded by Councilman Johnson, to, by minute action adjourn. Passed.

The meeting was adjourned at 7:12 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

71 CONSTRUCTION, INC.

13-581593-5 RETAINAGE 13-58

\$416.80

\$416.80 Subtotal for Dept. Capital Projects

\$416.80 Subtotal for Vendor

71 CONSTRUCTION, INC.

1593-5 RETAINAGE 13-58

(\$416.80)

RIN24846 RETAINAGE 14-36

\$9,164.66

\$8,747.86 Subtotal for Dept. Capital Projects

1593-5 GOODSTEIN PARK CONSTRUCTION

\$2,980.00

1593-5 GOODSTEIN PARK CONSTRUCTION

\$5,356.00

\$8,336.00 Subtotal for Dept. Parks

\$17,083.86 Subtotal for Vendor

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

14-12-582 POSTAGE

\$542.72

\$542.72 Subtotal for Dept. Finance

14-12-726 POSTAGE

\$35.98

14-12-726 POSTAGE

\$107.94

\$143.92 Subtotal for Dept. Recreation

\$686.64 Subtotal for Vendor

AAA LANDSCAPING

7251 LIFESTEPS- SNOW REMOVAL DEC.

\$400.00

\$400.00 Subtotal for Dept. Special Reserves

\$400.00 Subtotal for Vendor

ACCENT ENVIROBALE, INC.

840096 ENVIROBALE BAGS

\$82,488.00

840031 CREDIT MEMO

(\$2,028.00)

840000 CREDIT MEMO

(\$73,416.00)

\$7,044.00 Subtotal for Dept. Balefill

\$7,044.00 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9034650743 GLOVES/SAFETY GEAR

\$70.48

\$70.48 Subtotal for Dept. Balefill

\$70.48 Subtotal for Vendor

ALICE BRADLEY

RIN0024833 REFUND

\$336.58

\$336.58 Subtotal for Dept. Health Insurance

\$336.58 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

5566 2013-14 LUMINAIRE SERVICES

\$3,865.00

\$3,865.00 Subtotal for Dept. Traffic

\$3,865.00 Subtotal for Vendor

BACKBURN ENVIRONMENTAL, LLC

32 WATER TESTING-STN#5 FIRE

\$370.00

\$370.00 Subtotal for Dept. Fire

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

\$370.00 Subtotal for Vendor

BAR-D SIGNS, INC.

27278 DECALS FOR RECYCLE DEPOTS

\$4,200.00

\$4,200.00 Subtotal for Dept. Refuse Collection

\$4,200.00 Subtotal for Vendor

BEICHNER, CHRIS/SAMANTHA

0023502257 REFUND

\$16.93

\$16.93 Subtotal for Dept. Water

\$16.93 Subtotal for Vendor

BENTZ'S TOWN PUMP

07516 FUEL

\$43.46

06616 FUEL

\$67.07

\$110.53 Subtotal for Dept. Metro Animal

\$110.53 Subtotal for Vendor

BME, LLC.

RIN0024862 REFUND

\$60.00

\$60.00 Subtotal for Dept. Water

\$60.00 Subtotal for Vendor

BUCK CONSULTANTS, LLC.

2205519 GASB OPEB VALUATION

\$16,000.00

\$16,000.00 Subtotal for Dept. Finance

\$16,000.00 Subtotal for Vendor

BURGI, BROOK

0023552678 REFUND

\$52.02

\$52.02 Subtotal for Dept. Water

\$52.02 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78807-7 WWTP PLC REPLACEMENTS

\$0.02

78807-7 DEDUCTION

(\$0.02)

78385-7 WWTP CENTRIFUGE INSTALLATION

\$4,646.94

78807-7 WWTP PLC REPLACEMENTS

\$5,435.24

\$10,082.18 Subtotal for Dept. Waste Water

\$10,082.18 Subtotal for Vendor

CARBONHOUSE

360269 WEBSITE HOSTING, LIC. & SUPPOR

\$6,300.00

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

\$6,300.00 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

2472 2015 JAN/FEB CASPER CASH

\$391.00

\$391.00 Subtotal for Dept. Human Resources

LD-175 LEADERSHIP SPONSORSHIP LUNCH

\$200.00

\$200.00 Subtotal for Dept. Police

\$591.00 Subtotal for Vendor

CASPER DOWNTOWN DEVELOPMENT AUTHORITY

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

2 CONSULTING-LONG RANGE PLAN

\$3,797.50

\$3,797.50 Subtotal for Dept. Council

014472 ELECTRIC OVERAGE/CONSTRUCTION

\$199.19

\$199.19 Subtotal for Dept. Planning

\$3,996.69 Subtotal for Vendor

CASPER RADIO GROUP

MC-114123423 LEARN TO SKI, FAMILY PASS ADS

\$280.00

\$280.00 Subtotal for Dept. Hogadon

\$280.00 Subtotal for Vendor

CENTRAL TRUCK & DIESEL

21458 REPLACED TURBO/ CENTRL TRK

\$4,269.06

\$4,269.06 Subtotal for Dept. Garage

\$4,269.06 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

122887 DEC-14 WHOLESALE WATER

\$265,009.13

122879 DEC-14 SYSTEM INVESTMENT FEES

\$10,794.00

\$275,803.13 Subtotal for Dept. Water

\$275,803.13 Subtotal for Vendor

CENTURYLINK

RIN0024802 PHONE USE

\$74.74

RIN0024801 PHONE USE

\$111.63

RIN0024800 PHONE USE

\$74.42

RIN0024803 PHONE USE

\$37.45

\$298.24 Subtotal for Dept. Balefill

RIN0024799 PHONE USE

\$38.20

RIN0024812 PHONE USE

\$337.05

RIN0024819 PHONE USE

\$126.50

RIN0024812 PHONE USE

\$37.45

\$539.20 Subtotal for Dept. Casper Events Center

RIN0024819 PHONE USE

\$65.28

\$65.28 Subtotal for Dept. Code Enforcement

RIN0024812 PHONE USE

\$209.28

RIN0024812 PHONE USE

\$310.53

RIN0024819 PHONE USE

\$301.63

RIN0024812 PHONE USE

\$37.45

RIN0024819 PHONE USE

\$83.64

RIN0024799 PHONE USE

\$497.82

RIN0024799 PHONE USE

\$38.52

RIN0024819 PHONE USE

\$301.63

RIN0024819 PHONE USE

\$23.30

RIN0024819 PHONE USE

\$61.20

RIN0024819 PHONE USE

\$61.20

RIN0024835 PHONE USE

\$64.96

RIN0024819 PHONE USE

\$65.28

RIN0024799 PHONE USE

\$10,331.55

RIN0024819 PHONE USE

\$83.64

RIN0024819 PHONE USE

\$37.45

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

RIN0024819 PHONE USE	\$61.20	
	\$12,570.28	Subtotal for Dept. Communications Center
AP00005701091513 PHONE USE	\$3,251.04	
AP00013201091513 PHONE USE	\$1,654.43	
AP00014301091513 PHONE USE	\$667.43	
	\$5,572.90	Subtotal for Dept. Finance
RIN0024812 PHONE USE	\$37.45	
RIN0024819 PHONE USE	\$65.28	
RIN0024812 PHONE USE	\$74.90	
RIN0024812 PHONE USE	\$37.45	
RIN0024812 PHONE USE	\$37.45	
RIN0024819 PHONE USE	\$74.46	
RIN0024819 PHONE USE	\$65.28	
RIN0024799 PHONE USE	\$136.22	
RIN0024819 PHONE USE	\$65.28	
RIN0024812 PHONE USE	\$37.45	
	\$631.22	Subtotal for Dept. Fire
RIN0024812 PHONE USE	\$37.45	
RIN0024819 PHONE USE	\$63.24	
	\$100.69	Subtotal for Dept. Garage
RIN0024819 PHONE USE	\$43.27	
	\$43.27	Subtotal for Dept. Golf Course
RIN0024812 PHONE USE	\$37.45	
	\$37.45	Subtotal for Dept. Human Resources
RIN0024812 PHONE USE	\$80.00	
RIN0024819 PHONE USE	\$65.28	
	\$145.28	Subtotal for Dept. Parking
RIN0024819 PHONE USE	\$122.40	
RIN0024819 PHONE USE	\$42.26	
	\$164.66	Subtotal for Dept. Parks
RIN0024819 PHONE USE	\$63.24	
RIN0024819 PHONE USE	\$38.20	
RIN0024799 PHONE USE	\$29.05	
RIN0024812 PHONE USE	\$37.45	
RIN0024819 PHONE USE	\$22.69	
RIN0024819 PHONE USE	\$65.28	
	\$255.91	Subtotal for Dept. Police
RIN0024812 PHONE USE	\$37.45	
	\$37.45	Subtotal for Dept. Recreation
RIN0024820 PHONE USE	\$68.16	
	\$68.16	Subtotal for Dept. Special Reserves
RIN0024799 PHONE USE	\$37.45	
	\$37.45	Subtotal for Dept. Streets
RIN0024819 PHONE USE	\$43.30	
RIN0024835 PHONE USE	\$33.76	
RIN0024819 PHONE USE	\$65.28	
RIN0024819 PHONE USE	\$38.20	
RIN0024819 PHONE USE	\$43.30	

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

RIN0024819 PHONE USE	\$43.30		
RIN0024819 PHONE USE	\$50.30		
RIN0024819 PHONE USE	\$43.30		
RIN0024799 PHONE USE	\$40.00		
RIN0024799 PHONE USE	\$37.21		
RIN0024819 PHONE USE	\$43.30		
RIN0024819 PHONE USE	\$43.30		
	\$524.55	Subtotal for Dept.	Traffic
RIN0024812 PHONE USE	\$37.21		
RIN0024799 PHONE USE	\$37.21		
RIN0024819 PHONE USE	\$1,641.82		
	\$1,716.24	Subtotal for Dept.	Waste Water
RIN0024819 PHONE USE	\$195.53		
RIN0024812 PHONE USE	\$89.36		
RIN0024812 PHONE USE	\$37.45		
	\$322.34	Subtotal for Dept.	Water
	\$23,130.57	Subtotal for Vendor	

CHESTER WALSH

RIN0024804 CLOTHING REIMBURSEMENT	\$33.58		
	\$33.58	Subtotal for Dept.	Balefill
	\$33.58	Subtotal for Vendor	

CHEYENNE REGIONAL MEDICAL CENTER FOUNDATION

RIN0024821 REGISTRATION FEE	\$170.00		
	\$170.00	Subtotal for Dept.	Police
	\$170.00	Subtotal for Vendor	

COMMUNICATION TECHNOLOGIES, INC.

72328 REPAIRS	\$1,493.50		
	\$1,493.50	Subtotal for Dept.	Communications Center
72159 REPAIRS	\$196.00		
	\$196.00	Subtotal for Dept.	Fire
72377 REPAIRS	\$49.00		
72318 REPAIRS	\$98.00		
72164 REPAIRS	\$196.00		
72335 REPAIRS	\$98.00		
67991 REPAIRS	\$98.00		
	\$539.00	Subtotal for Dept.	Police
	\$2,228.50	Subtotal for Vendor	

COMTRONIX, INC.

20044811G ALARM MONITORING 1/1-3/31/15	\$108.00		
	\$108.00	Subtotal for Dept.	Metro Animal
20044811H ALARM FEE AT RANGE FOR QTR	\$119.85		
	\$119.85	Subtotal for Dept.	Police
	\$227.85	Subtotal for Vendor	

CULBERTSON, JON

0023502259 REFUND	\$22.12		
	\$22.12	Subtotal for Dept.	Water

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

\$22.12 Subtotal for Vendor

DANIEL GRISWOLD

RIN0024793 REIMBURSEMENT

\$1,026.70

\$1,026.70 Subtotal for Dept. Fire

\$1,026.70 Subtotal for Vendor

DARK WATER ASPHALT LLC.

RIN0024865 REFUND

\$113.75

\$113.75 Subtotal for Dept. Water

\$113.75 Subtotal for Vendor

DAVE LODEN CONSTRUCTION

RIN0024818 SERVICE CALL ROOF REPAIRS

\$265.00

\$265.00 Subtotal for Dept. Metro Animal

\$265.00 Subtotal for Vendor

DAVIS & CANNON, LLP

44474 LEGAL CONSULT FEES

\$2,207.96

\$2,207.96 Subtotal for Dept. Property & Liability Insurance

\$2,207.96 Subtotal for Vendor

DAYS INN

RIN0024783 REFUND

\$28.50

\$28.50 Subtotal for Dept. Recreation

\$28.50 Subtotal for Vendor

DELL MARKETING LP

XJM4M3982 OFFICE 2013-FS1

\$1,353.40

\$1,353.40 Subtotal for Dept. Fire

XJM4M46K4 COMPUTER

\$338.35

\$338.35 Subtotal for Dept. Water

\$1,691.75 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0024837 EMPLOYEE 2014 DEC. CLAIMS/173

\$28,482.88

\$28,482.88 Subtotal for Dept. Health Insurance

\$28,482.88 Subtotal for Vendor

DESERT MTN. CORP.

14-36299 ICE SLICER

\$3,247.93

14-36298 ICE SLICER

\$3,884.46

\$7,132.39 Subtotal for Dept. Streets

\$7,132.39 Subtotal for Vendor

DOWNTOWN CASPER BUSINESS ASSOCIATION

RIN0024797 COMM. PROMO. CHRISTMAS PARADE

\$777.78

\$777.78 Subtotal for Dept. Council

\$777.78 Subtotal for Vendor

ELIJAH MOORE

RIN0024781 CDL FEES

\$80.00

\$80.00 Subtotal for Dept. Water

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

\$80.00 Subtotal for Vendor

ELIZABETH BECHER

RIN0024814 REIMBURSEMENT

\$217.00

\$217.00 Subtotal for Dept. Planning

\$217.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3004 COUNTRY CLUB RD-WY BLVD TO ARD

\$324.45

\$324.45 Subtotal for Dept. Streets

\$324.45 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1020822 NOV. 2014 CREDIT CARD FEES

\$841.73

REMI1020828 NOV 2014 CREDIT CARD FEES

\$58.97

REMI1014642 OCT. 2014 CREDIT CARD FEES

\$1,168.03

REMI1014649 OCT. 2014 CREDIT CARD FEES

\$1,664.14

REMI1020829 NOV. 2014 CREDIT CARD FEES

\$1,918.85

\$5,651.72 Subtotal for Dept. Casper Events Center

REMI1020824 NOV 2014 CREDIT CARD FEES

\$75.63

\$75.63 Subtotal for Dept. Golf Course

REMI1020825 CREDIT CARD SERVICE

\$38.58

\$38.58 Subtotal for Dept. Metro Animal

\$5,765.93 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0024829 DEC MONTHLY LOAN SVC FEE

\$35.00

\$35.00 Subtotal for Dept. CDBG

RIN0024798 SERVICE CHARGES

\$1,022.81

\$1,022.81 Subtotal for Dept. Finance

\$1,057.81 Subtotal for Vendor

FIRST INTERSTATE BANK - CREDIT CARD DIVISION

14-76054 SUBPOENA

\$50.50

\$50.50 Subtotal for Dept. Police

\$50.50 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0024821 PETTY CASH

\$1.34

RIN0024821 PETTY CASH

\$146.60

\$147.94 Subtotal for Dept. Police

RIN0024861 PETTY CASH

\$225.00

\$225.00 Subtotal for Dept. Municipal Court

\$372.94 Subtotal for Vendor

FLEUR TREMEL

2187 REIMBURSEMENT

\$175.34

\$175.34 Subtotal for Dept. City Manager

\$175.34 Subtotal for Vendor

FOOD SVCS OF AMERICA

4801870 OPERATING SUPPLIES-CATERING

\$1,313.26

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

4811017 CHEESE, PIE, JUICE FUSION, BAC

\$1,009.08

\$2,322.34 Subtotal for Dept. Casper Events Center

\$2,322.34 Subtotal for Vendor

FRONTLINE FIRE PROTECTION

860 ANNUAL AUTO FIRE SPRINKLER SYS

\$300.00

\$300.00 Subtotal for Dept. Garage

\$300.00 Subtotal for Vendor

GARAGE DOOR DUDES

373979 REPAIR NORTH GARAGE DOOR

\$425.00

\$425.00 Subtotal for Dept. Garage

\$425.00 Subtotal for Vendor

GOOD 2 GO STORES

NP43190080 FUEL

\$629.58

\$629.58 Subtotal for Dept. Fire

\$629.58 Subtotal for Vendor

GREINER MOTOR CO - CASPER

C6786 2015 FORD FUSION SEDANS LESS

\$18,699.00

C6787 2015 FORD FUSION SEDANS LESS

\$18,599.00

C6785 2015 FORD FUSION SEDANS LESS

\$19,199.00

C6784 2015 FORD FUSION SEDANS LESS

\$18,594.00

\$75,091.00 Subtotal for Dept. Police Dept

\$75,091.00 Subtotal for Vendor

HAASS CONSTRUCTION CO., INC.

13-54-004 DOWNTOWN PUBLIC RESTROOM

\$53,245.62

13-54-004 PARKING STRUC RESTROOMS

(\$2,300.00)

13-54-004 DOWNTOWN PUBLIC RESTROOM

\$47,657.38

\$98,603.00 Subtotal for Dept. Planning

\$98,603.00 Subtotal for Vendor

HEWLETT PACKARD

55219794 NEW COMPUTER

\$968.28

55220009 NEW COMPUTER

\$968.28

55219156 NEW COMPUTER

\$910.54

\$2,847.10 Subtotal for Dept. Police

55238139 NEW MONITOR

\$125.00

\$125.00 Subtotal for Dept. Property & Liability Insurance

\$2,972.10 Subtotal for Vendor

HEWLETT PACKARD COMPANY

55203675 AC ADAPTER

\$59.00

55211353 NEW COMPUTER

\$818.54

\$877.54 Subtotal for Dept. Finance

\$877.54 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

RIN0024843 RETAINAGE 12-29A

(\$18,942.07)

(\$18,942.07) Subtotal for Dept. Capital Projects

RIN0024843 RAW WATER IRRIGATION - 12-29A

\$126,911.87

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

RIN0024843 RAW WATER IRRIGATION - 12-29A

\$62,508.83
\$189,420.70 Subtotal for Dept. Parks
\$170,478.63 Subtotal for Vendor

HLP, INC.

10215 LICENSES/SUPPORT&MAINTENANCE

\$2,880.00
\$2,880.00 Subtotal for Dept. Metro Animal
\$2,880.00 Subtotal for Vendor

HOMAX OIL SALES, INC.

0263017-IN BIN RENTAL - BALERS

\$1,900.00
\$1,900.00 Subtotal for Dept. Balefill

0272494-IN CREDIT, DRUM DEP

(\$40.00)

0272494-IN GEAR OIL 90 WT

\$520.70

0271771-IN OIL,

\$139.68

0271758-IN ANTIFREEZE, PG 50/50

\$61.74

0270847-IN GEAR OIL 90 WT

\$540.70

0269142-IN OIL,5W20 BULK

\$1,273.50

0270419-IN FUEL

\$20,206.80

0270414-IN FUEL

\$21,148.66

0270414-IN FUEL

\$441.83

0272494-IN DEF, BLUE 2.5 GAL

\$623.20

0271226-IN MOTOR OIL, EMISSIONS COMPATIBL

\$4,109.72

0270414-IN FUEL

\$339.58

0270414-IN DIFF ADDIT

(\$0.01)

\$49,366.10 Subtotal for Dept. Garage

CL60600 FUEL

\$6,551.38

\$6,551.38 Subtotal for Dept. Water

\$57,817.48 Subtotal for Vendor

HOUK, BRIAN

0023552675 REFUND

\$50.37

\$50.37 Subtotal for Dept. Water

\$50.37 Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM04.3 TSTNG MUNI GOLF CRS MAINT FAC

\$3,490.00

\$3,490.00 Subtotal for Dept. Golf Course

17466CM05.1 TESTING BLACKMORE ROAD 14-03

\$358.00

\$358.00 Subtotal for Dept. Streets

\$3,848.00 Subtotal for Vendor

JEREMIAH FARRELL

RIN0024780 CDL FEE

\$20.00

\$20.00 Subtotal for Dept. Water

\$20.00 Subtotal for Vendor

JOY STEWART

RIN0024851 REFUND

\$125.00

RIN0024851 REFUND

\$20.00

\$145.00 Subtotal for Dept. General Fund Revenue

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

\$145.00 Subtotal for Vendor

KNAPP SUPPLY & EQUIPMENT CO.

006885052 DSHWSHR REPL. BLDG K-LIFESTEPS

\$14,748.00

\$14,748.00 Subtotal for Dept. CDBG

\$14,748.00 Subtotal for Vendor

LABOR READY CENTRAL, INC.

19153651 TEMPORARY LABOR

\$1,283.40

19177970 TEMPORARY LABOR

\$357.56

19161552 TEMPORARY LABOR

\$440.58

\$2,081.54 Subtotal for Dept. Casper Events Center

19078723 TEMPORARY LABOR

\$594.88

19093358 TEMPORARY LABOR

\$148.72

19158028 TEMPORARY LABOR

\$725.02

\$1,468.62 Subtotal for Dept. Metro Animal

\$3,550.16 Subtotal for Vendor

LAMAR OUTDOOR ADVERTISING

105627050 BILLBOARDS (2)

\$1,350.00

\$1,350.00 Subtotal for Dept. Hogadon

\$1,350.00 Subtotal for Vendor

LINA

RIN0024844 '15 JAN PREM RETIREES/DEPEND

\$298.21

\$298.21 Subtotal for Dept. Health Insurance

\$298.21 Subtotal for Vendor

LINDA WITKO

RIN0024866 REIMBURSEMENT

\$57.21

\$57.21 Subtotal for Dept. City Manager

\$57.21 Subtotal for Vendor

LORI MANESS

RIN0024832 REFUND

\$23.17

\$23.17 Subtotal for Dept. Water

\$23.17 Subtotal for Vendor

MANPOWER, INC.

28051075 TEMPORARY LABOR

\$55.00

\$55.00 Subtotal for Dept. Casper Events Center

\$55.00 Subtotal for Vendor

MARSH, CHEYANNE

0023502260 REFUND

\$48.41

\$48.41 Subtotal for Dept. Water

\$48.41 Subtotal for Vendor

MASEK GOLF CAR CO.

RIN0024830 2015 YAMAHA YDRA GOLF CARS - L

\$94,500.00

\$94,500.00 Subtotal for Dept. Golf Course

\$94,500.00 Subtotal for Vendor

N.W. DUKE CO., INC.

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

00001407 YELLOW CHAIR ROPE INSPECTION,

\$909.00

\$909.00 Subtotal for Dept. Hogadon

\$909.00 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

481121 FSA PLAN ADMIN FEES/DEC 2014

\$398.25

\$398.25 Subtotal for Dept. Health Insurance

\$398.25 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

5279 TECHNICAL ASSISTANCE

\$833.33

\$833.33 Subtotal for Dept. Council

\$833.33 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1150 ADULT PRISONER SEPT 2014

\$104,518.44

\$104,518.44 Subtotal for Dept. Police

\$104,518.44 Subtotal for Vendor

NATRONA COUNTY CLERK

RIN0024828 RECORDING

\$42.00

\$42.00 Subtotal for Dept. Engineering

RIN0024828 RECORDING

\$292.00

\$292.00 Subtotal for Dept. Planning

\$334.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

LN-304932 UNIFORMS

\$799.00

LN-304931 UNIFORMS

\$799.00

NE35459 UNIFORMS

\$119.90

NE35197 UNIFORMS

\$9.95

LN-306166 AWARD CEREMONY BARS

\$124.00

NE34864 UNIFORMS

\$254.99

NE34843 UNIFORMS

\$54.95

NE35312 UNIFORMS

\$129.90

NE35488 UNIFORMS

\$54.95

NE35196 UNIFORMS

\$9.95

LN-305950 AWARD CEREMONY BARS

\$625.20

NE35198 UNIFORMS

\$9.95

NE35199 UNIFORMS

\$9.95

LN-306269 UNIFORMS

\$35.00

NE35383 UNIFORMS

\$27.95

NE35222 UNIFORMS

\$54.95

NE35223 UNIFORMS

\$475.50

NE35532 UNIFORMS

\$129.90

\$3,724.99 Subtotal for Dept. Police

\$3,724.99 Subtotal for Vendor

NORTH PARK TRANSPORATION

16311097 FREIGHT FEE

\$660.33

08730828 FREIGHT FEE

\$172.85

\$833.18 Subtotal for Dept. Garage

Bills and Claims

City of Casper

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\$833.18 Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER 3831 REPAIRS

\$617.10
\$617.10 Subtotal for Dept. Garage
\$617.10 Subtotal for Vendor

PARAMOUNT CONST. INC

RIN0024817 METRO ANIMAL CONTROL BLDG IMP
RIN0024817 METRO ANIMAL CONTROL BLDG IMP

\$3,437.00
\$8,021.00
\$11,458.00 Subtotal for Dept. Metro Animal
\$11,458.00 Subtotal for Vendor

P-CARD VENDORS

00021290 CASPER WINNELSON CO - Purchase	\$1,143.75	
00021330 CASPER WINNELSON CO - Credit	(\$1,143.75)	
00022178 OLSON AUTO BODY - Purchase	\$1,528.19	
00021368 CASPER WINNELSON CO - Purchase	\$1,209.16	
00022467 ARC SERVICES/TRAINING - Purcha	\$280.00	
00022279 ATLAS OFFICE PRODUCTS - Purcha	\$54.12	
00022221 NORCO INC - Purchase	\$56.07	
00022474 HAWKINS INC - Purchase	\$869.75	
00022741 COMTRONIX - Purchase	\$165.00	
00022239 NORCO INC - Purchase	\$106.57	
00022086 CASPER WINNELSON CO - Purchase	\$153.07	
00022090 CASPER WINNELSON CO - Purchase	\$263.02	
00022076 CASPER WINNELSON CO - Purchase	\$263.40	
	\$4,948.35	Subtotal for Dept. Aquatics
00022491 BAILEYS ACE HARDWARE - Purchas	\$56.09	
00022479 CPU VENTURE TECH NETWO - Purch	\$59.50	
00022696 WEAR PARTS INC - Purchase	\$52.71	
00022713 WW GRAINGER - Purchase	\$182.10	
00022480 BAILEYS ACE HARDWARE - Purchas	\$26.93	
00022656 BEARING BELTCHAIN00244 - Purch	\$8.49	
00022644 CASPER FIRE EXTINGUISH - Purch	\$148.00	
00022517 THE HOME DEPOT 6001 - Purchase	\$49.82	
00022517 THE HOME DEPOT 6001 - Purchase	\$3.97	
00022662 CASPER FIRE EXTINGUISH - Purch	\$97.50	
00022531 WEAR PARTS INC - Purchase	\$171.01	
00022005 MENARDS CASPER - Purchase	\$78.88	
00022541 QUALITY OFFICE SOLUTIO - Purch	\$15.48	
00022535 QUALITY OFFICE SOLUTIO - Purch	\$5.29	
00022574 ALSCO SLCAS - Purchase	\$273.60	
00022598 ADVANCED HYDRAULIC AND - Purch	\$8.40	
00022307 USPS 57155809430310940 - Purch	\$14.56	
00021951 USPS 57155809430310940 - Purch	\$18.48	
00022472 VILLAGE INN RESTAURANT - Purch	\$25.39	
	\$1,296.20	Subtotal for Dept. Balefill
00020861 GEORGE T SANDERS 20 - Purchase	\$64.00	
00022804 WW GRAINGER - Purchase	\$11.03	
00021517 BLOEDORN LUMBER CASPER - Purch	\$10.03	

Bills and Claims

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00021407	SAMS CLUB #6425 - Purchase	\$77.33	
00022270	SAMSCLUB #6425 - Purchase	\$241.22	
00022436	BAILEYS ACE HARDWARE - Purchas	\$5.98	
00021276	CASPER WINNELSON CO - Purchase	\$85.83	
00022438	PRAIRIE PELLA WYOMING - Purcha	\$11.20	
00022640	KONE INC. - Purchase	\$1,438.98	
00022439	BLOEDORN LUMBER CASPER - Purch	\$6.79	
00021614	KONE INC. - Purchase	\$232.28	
00021640	KONE INC. - Purchase	\$232.28	
00022773	BLOEDORN LUMBER CASPER - Purch	\$14.38	
00022917	BLOEDORN LUMBER CASPER - Purch	\$22.49	
00022695	WEAR PARTS INC - Purchase	\$32.14	
00022812	BLOEDORN LUMBER CASPER - Purch	\$7.19	
00022785	SAMS CLUB #6425 - Purchase	\$25.92	
00022606	KONE INC. - Purchase	\$1,438.98	
00022396	DENNIS SUPPLY COMPANY - Purcha	\$7.04	
00022841	DIAMOND VOGEL PAINT #7 - Purch	\$58.65	
00022635	CRESCENT ELECTRIC 103 - Purcha	\$17.11	
00022735	BLOEDORN LUMBER CASPER - Purch	\$25.55	
00022739	BLOEDORN LUMBER CASPER - Purch	\$13.31	
00021600	CASPER WINNELSON CO - Purchase	\$131.63	
00021574	CASPER WINNELSON CO - Purchase	\$194.71	
00022576	BAILEYS ACE HARDWARE - Purchas	\$10.49	
00022329	CASPER WINNELSON CO - Purchase	\$40.74	
00021343	CASPER WINNELSON CO - Purchase	\$60.26	
00022684	CRUM ELECTRIC SUPPLY C - Purch	\$8.29	
00022759	WW GRAINGER - Purchase	\$228.66	
00021537	CASPER WINNELSON CO - Purchase	\$73.70	
00022757	WW GRAINGER - Purchase	\$24.48	
00022703	CRUM ELECTRIC SUPPLY C - Purch	\$40.14	
00022743	HOSE & RUBBER SUPPLY - Pur	\$27.57	
00022629	SUTHERLANDS 2219 - Purchase	\$2.99	
00022574	ALSCO SLCAS - Purchase	\$224.80	
00021252	CASPER FIRE EXTINGUISH - Purch	\$25.00	
00020253	HD SUPPLY UTILITIES, L - Purch	\$68.25	
00022565	BLOEDORN LUMBER CASPER - Purch	\$14.38	
00022897	WOODWORKERS SUPPLY, IN - Purch	\$26.57	
00022626	BAILEYS ACE HARDWARE - Purchas	\$9.59	
00022593	FERGUSON ENT #3069 - Purchase	\$23.62	
		\$5,315.58	Subtotal for Dept. Buildings And Grounds
00022454	CASPER STAR TRIBUNE - Federal	\$162.72	
00022454	Local Match	\$162.72	
		\$325.44	Subtotal for Dept. C.A.T.C.
00022254	AMAZON MKTPLACE PMTS - Purchas	\$48.34	
		\$48.34	Subtotal for Dept. Capital Projects
00022052	WAL-MART #1617 - Purchase	\$18.46	
00022075	SAMSCLUB #6425 - Purchase	\$182.58	
00021996	SAMS CLUB #6425 - Purchase	\$54.32	
00022031	THE HOME DEPOT 6001 - Purchase	\$37.60	
00022120	HP DIRECT-PUBLICSECTOR - Purch	\$818.54	

Bills and Claims

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00022412	SAMSCLUB #6425 - Purchase	\$135.54	
00022710	FINANCIAL SERVICES - Purchase	\$773.41	
00022362	REXEL 3212 - Purchase	\$131.42	
00022077	SAMS CLUB #6425 - Purchase	\$618.03	
00022449	HEARTLAND PAPER COMPAN - Purch	\$690.48	
00022377	VERSATEL COMMUNICATION - Purch	\$250.00	
00022434	WW GRAINGER - Purchase	\$266.22	
00022426	WW GRAINGER - Purchase	\$188.58	
00021793	EXXONMOBIL 45947843 - Purch	\$4.39	
00021708	WM SUPERCENTER #1617 - Purchas	\$54.86	
00022448	FULLCOMPASS - Purchase	\$144.18	
00022592	FASTENAL COMPANY01 - Purchase	\$27.72	
00022390	KONE INC. - Purchase	\$580.70	
00022161	SAMSCLUB #6425 - Purchase	\$109.38	
00022320	STAPLES 00114181 - Purch	\$252.18	
00022378	CLEAR COM - Purchase	\$460.52	
00022341	CHARTER COMM - Purchase	\$111.90	
00022195	BURBACK'S REFRIGERATIO - Purch	\$90.00	
00022405	WAL-MART #1617 - Purchase	\$13.12	
00021511	SAMS CLUB #6425 - Purchase	\$45.00	
00022649	ATLAS OFFICE PRODUCTS - Purcha	\$237.19	
00021970	LONG BLDG. TECHNOLOGIE - Purch	\$4,246.00	
00021973	WAL-MART #1617 - Purchase	\$46.11	
00022337	ATHLETICA/SPORTS SYSTE - Purch	\$1,608.90	
00022116	DLX FOR SMALLBUSINESS - Purcha	\$49.80	
00021974	WAL-MART #3778 - Purchase	\$79.84	
00022385	AMBI MAIL AND MARKETIN - Purch	\$31.40	
		\$12,358.37	Subtotal for Dept. Casper Events Center
00022083	OFFICE MAX - Purchase	\$21.99	
00022291	CASPER STAR TRIBUNE - Purchase	\$134.69	
		\$156.68	Subtotal for Dept. Cemetery
00020317	ATLAS OFFICE PRODUCTS - Purcha	\$15.34	
00020377	THOMSON WEST TCD - Purchase	\$1,069.11	
00020401	THOMSON WEST TCD - Purchase	\$62.32	
00021720	AMBI MAIL AND MARKETIN - Purch	\$9.23	
00020675	ATLAS OFFICE PRODUCTS - Purcha	\$20.60	
00022685	THOMSON WEST TCD - Purchase	\$84.00	
00021533	ATLAS OFFICE PRODUCTS - Purcha	\$11.96	
00020056	TOP OFFICE PRODUCTS - Purchase	\$140.79	
00021971	ATLAS OFFICE PRODUCTS - Purcha	\$60.46	
00022806	AMBI MAIL AND MARKETIN - Purch	\$8.80	
00022805	AMBI MAIL AND MARKETIN - Purch	\$6.89	
00022104	THOMSON WEST TCD - Purchase	\$85.75	
00022717	TOP OFFICE PRODUCTS - Purchase	\$153.35	
00022798	ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
00021281	TOP OFFICE PRODUCTS - Purchase	\$141.45	
00019939	ATLAS OFFICE PRODUCTS - Purcha	\$80.07	
00020052	ATLAS OFFICE PRODUCTS - Purcha	\$75.16	
00022099	THOMSON WEST TCD - Purchase	\$1,069.11	
		\$3,126.40	Subtotal for Dept. City Attorney

Bills and Claims

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00022613	COMTRONIX-PURCHASE	\$78.00	
00022659	COMTRONIX - Purchase	\$216.28	
		\$294.28	Subtotal for Dept. City Hall
00022310	WESTERN STATES FIRE PR - Purch	\$20,911.00	
00022354	MAVERIK CNTRY STR #2 - Purchas	\$57.58	
00022413	MAVERIK CNTRY STR #2 - Purchas	\$40.06	
00022429	USPS 57155809430310940 - Purch	\$8.95	
00022431	ATLAS OFFICE PRODUCTS - Purcha	\$6.32	
00022830	SAFEWAY STORE00024687 - Purch	\$11.98	
00022828	LOVE S COUNTRY00002204 - Purch	\$25.85	
00022556	ICMA INTERNET - Purchase	\$695.00	
00021457	LA COCINA - Purchase	\$105.64	
00020227	FRONTIER 42226079611995 - Pur	\$25.00	
00022783	AMBI MAIL AND MARKETIN - Purch	\$5.25	
00022823	PILOT 00007591 - Purch	\$22.41	
00020201	WHEATLAND TRAVEL CEN - Purchas	\$61.30	
00022198	EXXONMOBIL 45947843 - Purch	\$26.60	
00022718	EILEENS COLOSSAL COOKI - Purch	\$12.45	
00022602	COMTRONIX - Purchase	\$78.00	
00020274	FRONTIER 42226079611973 - Pur	\$25.00	
00022572	SAMS CLUB #6425 - Purchase	\$72.40	
00022123	DSASUMO THAI RESTAURAN - Purch	\$42.64	
00020614	MARRIOTT 337W0 WARDMAN - Purch	\$501.52	
00022406	RESORT RETAILERS MIDWA - Purch	\$37.81	
00021218	WALMART.COM - Purchase	\$59.87	
00022702	AMBI MAIL AND MARKETIN - Purch	\$12.00	
00020262	WYOMING RIB & CHOP HOU - P	\$45.33	
		\$22,889.96	Subtotal for Dept. City Manager
00022524	AMERICAN ASSOC00 OF 00 - Purch	\$75.00	
00022506	AMERICAN ASSOC00 OF 00 - Purch	\$75.00	
00022588	INT'L CODE COUNCIL INC - Purch	\$125.00	
00022914	ICC ONLINE TRAINING - Purchase	\$79.00	
00022234	NATIONWIDE SUPPLY IQPS-PURCHAS	\$47.22	
00022526	AMERICAN ASSOC00 OF 00 - Purch	\$75.00	
00022768	NCS ITL CDE COUNCIL EX - Purch	\$168.00	
		\$644.22	Subtotal for Dept. Code Enforcement
00022689	SAFEWAY STORE00024687 - Purch	\$0.99	
00022159	J'S PUB & GRILL - Purchase	\$110.00	
00022003	CASPER STAR TRIBUNE - Purchase	\$999.36	
00022715	MERBACK AWARD COMPANY - Purcha	\$450.49	
00022534	LA COCINA - Purchase	\$65.08	
00022572	SAMS CLUB #6425 - Purchase	\$80.80	
00022445	ATLAS OFFICE PRODUCTS - Purcha	\$17.97	
00021851	SILVER FOX RESTAURANT - Purcha	\$67.65	
00022921	EGGINGTONS - Purchase	\$55.16	
00022868	DORNS FIRESIDE LOUNGE - Purcha	\$41.45	
00021041	NATL LEAGUE ONLINE - Purchase	\$4,467.00	
00022583	CASPER STAR TRIBUNE - Purchase	\$1,208.00	
00022732	CASPER STAR TRIBUNE - Purchase	\$560.00	
00022046	SQ THE FLOUR BIN LLC - Purcha	\$600.00	

Bills and Claims

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	\$8,723.95	Subtotal for Dept.	Council
00022114 WAL-MART #1617 - Purchase	\$44.89		
00022127 INST OF TRANS ENGINEER - Purch	\$276.28		
00022609 ATLAS OFFICE PRODUCTS - Purcha	\$136.56		
00022701 ATLAS OFFICE PRODUCTS - Purcha	\$102.14		
	\$559.87	Subtotal for Dept.	Engineering
00022402 SUTHERLANDS 2219 - Purchase	\$15.55		
00022487 B & B RUBBER STAMP SHO - Purch	\$9.90		
00022643 AP TECHNOLOGY - Purchase	\$175.00		
00018891 CHEAPOAIR.COM AIR - Purchase	\$25.00		
00021939 STATE OF WY BD OF CPAS - Purch	\$190.00		
00022143 ALSCO SLCAS - Purchase	\$11.61		
00022579 ALSCO SLCAS - Purchase	\$11.61		
00022600 SUPPLY CONNECTION INC - Purcha	\$975.00		
00022600 SUPPLY CONNECTION INC - Purcha	\$976.00		
00022327 USPS 57155809430310940 - Purch	\$44.90		
00022562 ALSCO SLCAS - Purchase	\$11.61		
00022600 SUPPLY CONNECTION INC - Purcha	\$975.01		
00022296 APPLIED IND TECH 0733 - Purch	\$10.00		
	\$3,431.19	Subtotal for Dept.	Finance
00021930 GUEST SERVICES-UNITQ68 - Purch	\$125.20		
00022456 NORCO INC - Purchase	\$178.10		
00022619 HOBBY-LOBBY #0233 - Purchase	\$10.05		
00022551 CHIEF SUPPLY - Purchase	\$5.98		
00022555 OVERHEAD DOOR COMPANY - Purcha	\$114.76		
00021769 CMON INN EVANSVILLE - Purchase	\$129.59		
00021838 CMON INN EVANSVILLE - Purchase	\$129.59		
00022285 OVERHEAD DOOR COMPANY - Purcha	\$203.78		
00022394 CMON INN EVANSVILLE - Credit	(\$129.59)		
00021896 HENSLEY BATTERY&ELECTR - P	\$38.78		
00022275 WIRELESS ADVANCED COMM - Purch	\$8,057.80		
00022019 AMAZON MKTPLACE PMTS - Purchas	\$8.20		
00021730 CASPER COLLEGE30078570 - Purch	\$16.39		
00022570 SPORTSMANS WAREHOUSE 1 - Purch	\$50.97		
00022361 CMON INN EVANSVILLE - Credit	(\$129.59)		
00020684 UNITED 01624291061525 - Pur	\$354.70		
00022115 HOBBY-LOBBY #0233 - Credit	(\$5.25)		
00022272 ATLAS REPRODUCTION - Purchase	\$50.00		
00022613 COMTRONIX - Purchase	\$156.00		
00022339 HOBBY-LOBBY #0233 - Purchase	\$12.59		
00021097 IN JAMES MATLOCK - Purchase	\$701.35		
00021646 BOSCO'S ITALIAN RESTAU - Purch	\$112.44		
00022596 DEWITT WATER - Purchase	\$914.70		
00022325 Amazon.com - Purchase	\$22.85		
00021247 PRAZMA PAINT AND AUTOB - Purch	\$505.00		
00022336 ENERGY LABORATORIES - Purchase	\$254.00		
00019978 AMERICAN SAFETY AS - Purchase	\$633.00		
00022608 OTTERBOX / LIFEPROOF - Credit	(\$234.97)		
00022358 HOBBY-LOBBY #0233 - Purchase	\$74.50		
00021655 CMON INN EVANSVILLE - Purchase	\$129.59		

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00022308	AMBI MAIL AND MARKETIN - Purch	\$82.86	
00020358	AMERICAN SAFETY AS - Purchase	\$634.00	
00022266	UNITED 01629218590882 - Pur	\$7.98	
00022226	UNITED 01626093943320 - Pur	\$25.00	
00022212	COMMUNICATION TECHNOLO - Purch	\$126.00	
00022554	WARDROBE CLEANERS - Purchase	\$13.44	
00021966	UNITED 01626091136504 - Pur	\$25.00	
00022323	WAL-MART #3778 - Purchase	\$37.75	
00022376	CMON INN EVANSVILLE - Credit	(\$129.59)	
00022044	FRONT RANGE FIRE APPAR - Purch	\$495.00	
00022182	WITMER PUBLIC SAFETY G - Purch	\$190.54	
00022255	CHIEF SUPPLY - Purchase	\$173.42	
00021978	DNC TRAVEL HOSPITA - Purchase	\$30.33	
00022564	APL APPLEONLINESTOREUS - Purch	\$25.00	
00021795	CMON INN EVANSVILLE - Purchase	\$129.59	
00022360	CMON INN EVANSVILLE - Credit	(\$129.59)	
00022164	HOBBY-LOBBY #0233 - Purchase	\$69.26	
		\$14,296.50	Subtotal for Dept. Fire
00022647	MOUNTAIN STATES LITHOG - Purch	\$927.15	
00022634	COMTRONIX - Purchase	\$275.85	
00022615	PAYPAL SONMANUFACT - Purchase	\$130.83	
00022502	K & M INTERNATIONAL IN - P	\$56.00	
00022425	OVERHEAD DOOR COMPANY - Purcha	\$404.46	
00022251	NICOLAYSEN ART MUSEUM - Purcha	\$128.00	
00022652	MOUNTAIN STATES LITHOG - Purch	\$353.35	
00022130	K & M INTERNATIONAL IN - P	\$282.00	
		\$2,557.64	Subtotal for Dept. Fort Caspar
00021862	BEARING BELTCHAIN00244 - Purch	\$47.96	
00022347	BEARING BELTCHAIN00244 - Purch	\$155.30	
00021890	JACKS TRUCK AND EQUIPMT - Purch	\$139.04	
00021946	Cate Rental and Sales - Purcha	\$3,349.83	
00021879	HOSE & RUBBER SUPPLY - Pur	\$22.28	
00022451	BEARING BELTCHAIN00244 - Purch	\$27.74	
00022388	BEARING BELTCHAIN00244 - Purch	\$23.24	
00022441	CMI-TECO - Purchase	\$161.80	
00022224	BEARING BELTCHAIN00244 - Purch	\$17.96	
00021861	BEARING BELTCHAIN00244 - Purch	\$639.48	
00022026	HONNEN EQUIPMENT #04 - Purchas	\$211.58	
00022654	BEARING BELTCHAIN00244 - Purch	\$19.91	
00022484	GREINER MOTOR COMPANY - Purcha	\$132.95	
00022411	HOWARD SUPPLY COMPANY - Purcha	\$233.70	
00021934	WYOMING MACHINERY CO - Purchas	\$10.50	
00022468	BEARING BELTCHAIN00244 - Purch	\$44.02	
00021878	HOSE & RUBBER SUPPLY - Pur	\$22.28	
00022540	BEARING BELTCHAIN00244 - Purch	\$44.95	
00021847	NOR NORTHERN TOOL - Purchase	\$449.95	
00022548	GREINER MOTOR COMPANY - Credit	(\$18.00)	
00022636	INDUSTRIAL SCREEN & MA - P	\$1,156.74	
00022428	GREINER MOTOR COMPANY - Purcha	\$234.91	
00022628	BEARING BELTCHAIN00244 - Purch	\$55.48	

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00021863	BEARING BELTCHAIN00244 - Purch	\$45.90
00021868	AMERI-TECH EQUIPMENT C - Purch	\$339.01
00022372	BEARING BELTCHAIN00244 - Purch	\$41.30
00021872	GOODYEAR COMMERCIAL TI - Purch	\$628.25
00021984	INDUSTRIAL SCREEN & MA - P	\$701.40
00022477	BEARING BELTCHAIN00244 - Purch	\$29.74
00022281	H G MAKELIM COMPANY - Purchase	\$358.38
00021981	INDUSTRIAL SCREEN & MA - P	\$2,040.00
00022340	WW GRAINGER - Purchase	\$23.94
00022355	JACKS TRUCK AND EQUIPMT - Purch	\$10.22
00022316	AMERI-TECH EQUIPMENT C - Purch	\$438.00
00022624	LARIAT INTERNATIONAL T - Purch	\$197.84
00021961	HOSE & RUBBER SUPPLY - Pur	\$168.81
00022604	AMERI-TECH EQUIPMENT C - Purch	\$783.97
00021957	LARIAT INTERNATIONAL T - Purch	\$191.08
00022288	HOSE & RUBBER SUPPLY - Pur	\$74.58
00022575	AMERI-TECH EQUIPMENT C - Credi	(\$144.00)
00022367	BEARING BELTCHAIN00244 - Purch	\$41.64
00022139	WEAR PARTS INC - Purchase	\$53.00
00022397	BEARING BELTCHAIN00244 - Purch	\$31.69
00022398	BEARING BELTCHAIN00244 - Purch	\$73.14
00022591	DRIVE TRAIN INDUSTRIES - Purch	\$31.04
00022299	CMI-TECO - Purchase	\$290.65
00022324	ALPINE MOTOR SPORTS - Purchase	\$33.95
00022280	AMERI-TECH EQUIPMENT C - Purch	\$637.85
00022225	HOSE & RUBBER SUPPLY - Pur	\$168.81
00022416	DRIVE TRAIN INDUSTRIES - Purch	\$12.03
00022211	BEARING BELTCHAIN00244 - Purch	\$81.00
00022366	BEARING BELTCHAIN00244 - Purch	\$59.68
00022399	BEARING BELTCHAIN00244 - Purch	\$325.83
00022453	BEARING BELTCHAIN00244 - Purch	\$164.76
00022423	WYO MACH	\$1,378.05
00022423	WYO MACH	\$4,035.20
00022061	Cate Rental and Sales - Purcha	\$598.81
00022415	GREINER MOTOR COMPANY - Purcha	\$132.95
00022072	IN VEHICLE LIGHTING S - Purch	\$176.95
00022215	DRIVE TRAIN INDUSTRIES - Purch	\$53.30
00022015	HONNEN EQUIPMENT #04 - Purchas	\$415.65
00022236	BEARING BELT	\$47.88
00022345	BEARING BELTCHAIN00244 - Purch	\$105.04
00022004	S&S CASPER- PARTS - Purcha	\$618.79
00022233	MACDONALD EQUIPMENT CO - Purch	\$5,046.93
00022494	BEARING BELTCHAIN00244 - Purch	\$47.00
00022638	GOODYEAR COMMERCIAL TI - Purch	\$1,234.84
00021934	WYOMING MACHINERY CO-Purchase	\$437.96
00022098	WEAR PARTS INC - Purchase	\$12.78
00021919	DRIVE TRAIN INDUSTRIES - Purch	\$277.16
00022064	BEARING BELTCHAIN00244 - Purch	\$68.71
00021899	BEARING BELTCHAIN00244 - Credi	(\$68.73)
00021997	BEARING BELTCHAIN00244 - Purch	\$60.23

Bills and Claims

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00022547	STOTZ EQUIPMENT - Purchase	\$55.53
00021867	BEARING BELTCHAIN00244 - Purch	\$132.41
00022247	GOODYEAR COMMERCIAL TI - Purch	\$1,668.04
00021925	JACKS TRUCK AND EQUPMT - Purch	\$24.12
00022414	CENTRAL TRUCK &&&&	\$76.20
00021908	STOTZ EQUIPMENT - Credit	(\$24.84)
00022423	WYO MACH	\$2,115.46
00022423	WYO MACH	\$142.96
00021904	DRIVEN POWERSPORTS - Purchase	\$59.99
00022423	WYOMING MACHINERY CO - Purchas	\$22.20
00022420	CMI-TECO - Purchase	\$16.16
00022222	CASPER MOUNTAIN MOTORS - Purch	\$31.98
00022189	GREINER BUICK GMC CADI - Purch	\$152.69
00022364	GOODYEAR COMMERCIAL TI - Purch	\$3,331.08
00022508	BEARING BELTCHAIN00244 - Purch	\$9.39
00022191	BEARING BELTCHAIN00244 - Purch	\$104.93
00022079	GREINER MOTOR COMPANY - Purcha	\$28.34
00022190	GOODYEAR COMMERCIAL TI - Purch	\$210.74
00022091	SAFETY KLEEN SYSTEMS B - Purch	\$405.63
00022093	CASPER TIRE - Purchase	\$130.00
00022096	H G MAKELIM COMPANY - Purchase	\$1,124.51
00022061	CATE RENTALS	\$1,418.83
00022423	WYO MACH	\$333.12
00022423	WYO MACH	\$544.00
00021894	BEARING BELTCHAIN00244 - Purch	\$8.45
00022278	IN PETERSON EQUIPMENT - Purch	\$534.99
00022400	GREINER BUICK GMC CADI - Purch	\$33.48
00022369	BEARING BELTCHAIN00244 - Purch	\$83.98
00022482	MOTION INDUSTRIES WY54 - Purch	\$316.94
00021912	SQ ATLANTIC ELECTRIC, - Purch	\$465.00
00021847	norther tool	\$649.91
00022423	WYO MACH	\$421.64
00022363	WHITES MOUNTAIN - Purchase	\$71.71
00021954	CASPER TIRE - Purchase	\$424.00
00021789	GREINER MOTOR COMPANY - Purcha	\$1,050.00
00021927	BEARING BELTCHAIN00244 - Purch	\$268.12
00021904	DRIVER POWER SPORTS	\$103.98
00021785	NORTHWEST FUEL SYSTEMS - Purch	\$86.50
00022611	COMPRESSION LEASING SV - Purch	\$127.50
00022423	WYO MACH	\$2.50
00022423	WYO MACH	\$284.79
00022368	CASPER TIRE - Purchase	\$1,128.00
00022284	B&B AUTO ELECTRIC INC - Pu	\$1,242.83
00022181	STOTZ EQUIPMENT - Purchase	\$139.96
00021883	AmazonPrime Membership - Purch	\$99.00
00021367	GREINER MOTOR COMPANY - Purcha	\$12.16
00022423	WYO MACH	\$47.17
00022657	BEARING BELTCHAIN00244 - Purch	\$2.10
00022529	BEARING BELTCHAIN00244 - Purch	\$89.90
00021999	SAMS CLUB #6425 - Purchase	\$37.02

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

00022022	NORCO INC - Purchase	\$101.37
00022227	NOR NORTHERN TOOL - Purchase	\$57.39
00022033	INLAND TRUCK PARTS #35 - Credi	(\$232.00)
00022035	BEARING BELTCHAIN00244 - Purch	\$71.78
00022507	MOTION INDUSTRIES WY54 - Purch	\$427.80
00022240	CASPER MOUNTAIN MOTORS - Purch	\$58.47
00022103	GREINER MOTOR COMPANY - Purcha	\$342.18
00022058	H G MAKELIM COMPANY - Purchase	\$11.51
00022219	HONNEN EQUIPMENT #04 - Purchas	\$1,563.56
00022333	HONNEN EQUIPMENT #04 - Purchas	\$251.50
00022460	GLASS DOCTOR CASPER - Purchase	\$29.95
00022350	N NUTECH SPECIALTIES - Purcha	\$225.80
00021784	BEARING BELTCHAIN00244 - Credi	(\$12.84)
00022353	BEARING BELTCHAIN00244 - Purch	\$149.97
00022334	WEAR PARTS INC - Purchase	\$10.00
00022614	CMI-TECO - Purchase	\$345.06
00022607	HENSLEY BATTERY&ELECTR - P	\$88.52
00022348	HENSLEY BATTERY&ELECTR - P	\$212.82
00022042	FRANK J. ZAMBONI & CO. - P	\$129.22
00022257	BEARING BELTCHAIN00244 - Purch	\$5.59
00022129	OSHKOSH CORP MCNEILUS - Purcha	\$88.51
00020174	HONNEN EQUIPMENT #04 - Credit	(\$431.01)
00022530	CASPER TIRE - Purchase	\$14.29
00022150	BEARING BELTCHAIN00244 - Purch	\$107.41
00022162	GREINER BUICK GMC CADI - Purch	\$222.93
00022170	GREINER MOTOR COMPANY - Purcha	\$7.60
00022171	WW GRAINGER - Purchase	\$146.24
00022185	CMI-TECO - Purchase	\$214.52
00022174	BEARING BELTCHAIN00244 - Credi	(\$95.00)
00022485	IN PETERSON EQUIPMENT - Purch	\$279.24
00022496	DENVER INDUSTRIAL SALE - Purch	\$573.96
00022493	HENSLEY BATTERY&ELECTR - P	\$88.52
00021945	STOTZ EQUIPMENT - Purchase	\$26.42
00022252	STAR INDUSTRIES - Purchase	\$83.57
00021960	GREINER MOTOR COMPANY - Purcha	\$85.14
00021968	INDUSTRIAL SCREEN & MA - P	\$640.00
00022587	JACKS TRUCK AND EQUIPMT - Purch	\$93.40
00022248	BEARING BELTCHAIN00244 - Purch	\$44.97
00022455	EREPLACEMENTPARTS.COM - Purcha	\$41.42
00022236	BEARING BELTCHAIN00244 - Purch	\$42.77
00022664	STOTZ EQUIPMENT - Purchase	\$87.55
00022097	GREINER MOTOR COMPANY - Purcha	\$50.95
00022381	IN NUTECH SPECIALTIES - Purch	\$163.00
00022618	KELLY'S ALIGNMENT	\$53.00
00022317	STOTZ EQUIPMENT - Purchase	\$61.78
00022131	BEARING BELTCHAIN00244 - Purch	\$6.17
00022292	IN NUTECH SPECIALTIES - Purch	\$163.84
00022319	STOTZ EQUIPMENT - Purchase	\$75.00
00022618	KELLY'S ALIGNMENT	\$43.00
00022350	IN NUTECH SPECIALTIES - Purch	\$890.00

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

00021880 BEARING BELTCHAIN00244 - Purch	\$61.06	
00022382 BEARING BELTCHAIN00244 - Purch	\$14.99	
00022204 BEARING BELTCHAIN00244 - Purch	\$55.92	
00021121 BEARING BELTCHAIN00244 - Purch	\$10.26	
00022331 CMI-TECO - Purchase	\$5.90	
00022495 AMERI-TECH EQUIPMENT C - Purch	\$411.98	
00021871 B&B AUTO ELECTRIC INC - Pu	\$410.00	
00022286 GREINER BUICK GMC CADI - Purch	\$106.10	
00022404 GREINER MOTOR COMPANY - Purcha	\$33.10	
00022209 FLEETPRIDE 893 - Purchase	\$97.13	
00022532 BEARING BELTCHAIN00244 - Purch	\$213.40	
00022618 KELLYS ALIGNMENT AND B - Purch	\$53.00	
00022122 BEARING BELTCHAIN00244 - Purch	\$71.57	
00022622 PETERBILT OF WYOMING - Purchas	\$275.01	
00021934 WYOMING MACHINERY CO-Purchase	\$137.69	
00021360 WYOMING MACHINERY CO - Purchas	\$1,712.17	
00021934 WYOMING MACHINERY CO-Purchase	\$20.31	
00022450 CMI-TECO - Purchase	\$1,913.52	
00021932 GREINER MOTOR COMPANY - Purcha	\$30.47	
00022419 WHITES MOUNTAIN - Purchase	\$112.43	
00022277 IN PETERSON EQUIPMENT - Purch	\$142.25	
00022321 BEARING BELTCHAIN00244 - Purch	\$16.69	
00021900 WYOMING MACHINERY CO - Purchas	\$1,075.07	
00022512 GOODYEAR COMMERCIAL TI - Purch	\$8,542.37	
00022528 BEARING BELTCHAIN00244 - Purch	\$56.52	
00022527 HENSLEY BATTERY&ELECTR - P	\$114.11	
00022328 IN MECHANICAL TECHNOL - Purch	\$141.21	
00022175 BEARING BELTCHAIN00244 - Purch	\$41.64	
00022180 BEARING BELTCHAIN00244 - Purch	\$67.27	
00022518 GREINER MOTOR COMPANY - Purcha	\$132.95	
00022199 BEARING BELTCHAIN00244 - Purch	\$478.56	
00022200 HONNEN EQUIPMENT #04 - Purchas	\$174.81	
00022417 WW GRAINGER - Purchase	\$22.00	
	\$74,099.99	Subtotal for Dept. Garage
00022840 BLOEDORN LUMBER CASPER - Purch	\$10.18	
00022267 L.L. JOHNSON DIST - Purchase	\$45.24	
00022290 CHARTER COMM - Purchase	\$135.30	
00022903 WOODWORKERS SUPPLY, IN - Purch	\$94.04	
00022213 STAPLES 00114181 - Purch	\$63.99	
	\$348.75	Subtotal for Dept. Golf Course
00022197 E 470 EXPRESS TOLLS - Purchase	\$6.80	
	\$6.80	Subtotal for Dept. Health Insurance
00022380 BOBCAT OF CASPER - Purchase	\$14.60	
00022373 BEARING BELTCHAIN00244 - Purch	\$28.35	
00022782 MOTOROLA, INC. - ONLIN - Purch	\$4,089.10	
00022314 BEARING BELTCHAIN00244 - Purch	\$32.14	
00022466 STOTZ EQUIPMENT - Purchase	\$45.57	
00022202 MOUNTAIN SPORTS - Purchase	\$381.00	
00022163 WM SUPERCENTER #1617 - Purchas	\$38.71	
00022751 STAPLES DIRECT - Purchase	\$90.60	

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

00022318	HOSE & RUBBER SUPPLY - Pur	\$27.23	
00022719	PORTER'S MOUNTAIN VIEW - Purch	\$105.00	
00022134	WAL-MART #1617 - Credit	(\$33.51)	
00022386	CASPER MOUNTAIN MOTORS - Credi	(\$71.16)	
00022274	WAL-MART #3778 - Purchase	\$53.36	
00022344	NORCO INC - Purchase	\$271.90	
00022665	CASPER STAR TRIBUNE - Purchase	\$3,725.00	
00022326	ORKIN 854 - Purchase	\$84.27	
00022365	BOBCAT OF CASPER - Credit	(\$14.60)	
00022322	DNOW-WY05 - Purchase	\$8.52	
00022391	BOBCAT OF CASPER - Purchase	\$105.68	
	\$8,981.76 Subtotal for Dept.		Hogadon
00022282	VISTAPR VistaPrint.com - Purch	\$27.22	
00022370	AMBI MAIL AND MARKETIN - Purch	\$1.14	
00022229	ADOBE SYSTEMS, INC. - Purchase	\$31.49	
00022293	ALBERTSONS #2060 - Purchase	\$36.31	
00022432	USPS 57155809430310940 - Purch	\$6.49	
00022418	PEDENS INC. - Purchase	\$120.00	
00020614	MARRIOTT 337WO WARDMAN - Purch	\$501.52	
00022302	FAMILY DOLLAR #6081 - Purchase	\$132.60	
	\$856.77 Subtotal for Dept.		Human Resources
00022392	SAMS CLUB #6425 - Purchase	\$8.98	
00022422	STAPLES 00114181 - Purch	\$63.99	
00022135	SQ WESTERN BYWAYS - Credit	(\$185.25)	
00021944	SAMS CLUB #6425 - Purchase	\$68.82	
00022522	WAL-MART #1617 - Purchase	\$15.04	
00022539	FACEBOOK MBKYB7JWR2 - Purchase	\$277.95	
00021419	SAMSCLUB #6425 - Purchase	\$94.10	
00022256	ADOBE SYSTEMS, INC. - Purchase	\$9.99	
00022401	PAPA JOHN'S #01393 - Purchase	\$17.98	
00022408	SAMS CLUB #6425 - Purchase	\$73.80	
00022238	PEDENS INC. - Purchase	\$183.00	
00022379	SAMSCLUB #6425 - Purchase	\$183.50	
00022481	ARC SERVICES/TRAINING - Purcha	\$27.00	
00022741	COMTRONIX - Purchase	\$108.00	
00022513	SAMS CLUB #6425 - Purchase	\$73.80	
00022241	SAMS CLUB #6425 - Purchase	\$55.88	
00022514	SAMS CLUB #6425 - Purchase	\$135.44	
00021472	PARTY AMERICA CASPER # - Purch	\$41.94	
00021915	PAPA JOHN'S #01393 - Purchase	\$57.93	
	\$1,311.89 Subtotal for Dept.		Ice Arena
00022444	APCO INTERNATIONAL INC - Purch	\$34.50	
	\$34.50 Subtotal for Dept.		Information Services
00022169	COCA COLA BOTTLING CO - Purcha	\$52.75	
00022214	OFFICE MAX - Purchase	\$114.98	
00021312	WENDYS #6008 - Purchase	\$11.01	
00022492	CROWN AWARDS INC - Purchase	\$91.10	
00022470	BAILEYS ACE HARDWARE - Purchas	\$4.58	
00022304	USPS 57155809430310940 - Purch	\$8.95	
00022557	HOSE & RUBBER SUPPLY - Pur	\$67.27	

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

00022469 NORCO INC - Purchase	\$69.48	
00022459 HOSE & RUBBER SUPPLY - Pur	\$301.38	
00022452 AMBI MAIL AND MARKETIN - Purch	\$1.83	
00022421 Galls Intern - Purchase	\$126.91	
00022303 OFFICE MAX - Purchase	\$277.98	
00022246 NORCO INC - Purchase	\$151.33	
00022623 WWW.CHALLENGECOINSLTD. - Purch	\$436.00	
00022232 WM SUPERCENTER #1617 - Purchas	\$105.09	
00021334 ULINE SHIP SUPPLIES - Purcha	\$76.22	
00022478 SQ CASPER SHOOTERS - Purchase	\$480.00	
00022149 SQ SPAY DOC - Purchase	\$400.00	
00021975 DECKER AUTO GLASS - Purchase	\$214.07	
	\$2,990.93	Subtotal for Dept. Metro Animal
00022489 Local Match	\$9.58	
00022457 Local Match	\$9.71	
00022475 Local Match	\$9.32	
00022489 CASPER STAR TRIBUNE - Federal	\$91.17	
00022764 WYOMING GEOSPATIAL ORG - Purch	\$18.10	
00022877 Local Match	\$36.83	
00022877 ASSN. OF METRO PLANNIN - Purch	\$350.46	
00022475 CASPER STAR TRIBUNE - Federal	\$88.73	
00022457 CASPER STAR TRIBUNE - Federal	\$92.39	
00022764 Local Match	\$1.90	
	\$708.19	Subtotal for Dept. Metropolitan Planning
00022312 TI TASER INTL - Purchase	\$2,624.38	
00022687 IN POWDER RIVER SHRED - Purch	\$21.00	
00022560 ATLAS OFFICE PRODUCTS - Purcha	\$267.32	
00022742 ATLAS OFFICE PRODUCTS - Purcha	\$8.08	
00020047 REI MATTHEW BENDER & CO - P	\$112.43	
	\$3,033.21	Subtotal for Dept. Municipal Court
00022558 FASTENAL COMPANY01 - Credit	(\$34.80)	
00022571 FASTENAL COMPANY01 - Purchase	\$33.14	
00022605 KONE INC. - Purchase	\$2,877.96	
00021606 KONE INC. - Purchase	\$464.56	
00021551 THE KNOX COMPANY - Purchase	\$271.00	
00022586 FASTENAL COMPANY01 - Purchase	\$34.80	
00021322 CASPER WINNELSON CO - Credit	(\$250.00)	
00022621 WEAR PARTS INC - Purchase	\$10.00	
00022269 SAMSLUB #6425 - Purchase	\$33.96	
00021292 CASPER WINNELSON CO - Purchase	\$250.00	
00021257 SAMSLUB #6425 - Purchase	\$64.90	
00022645 BLOEDORN LUMBER CASPER - Purch	\$16.58	
00022686 NORCO INC - Purchase	\$30.00	
00022705 BLOEDORN LUMBER CASPER - Purch	\$10.48	
00022648 NORCO INC - Purchase	\$124.00	
	\$3,936.58	Subtotal for Dept. Parking
00022183 CRUM ELECTRIC SUPPLY C - Purch	\$48.80	
00022409 R & R REST STOPS - Purchas	\$2,816.47	
00022250 GEAR UP AND GET OUT TH - Purch	\$167.97	
00022158 ATLAS OFFICE PRODUCTS - Purcha	\$16.64	

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

00021231 NETWORK FLEET. INC. - Purchase	\$156.48	
00022041 CPS DISTRIBUTORS INC C - Purch	\$16.73	
00022244 WYOMING OFFICE PRODUCT - Purch	\$34.41	
00021829 WW GRAINGER - Purchase	\$134.40	
00022346 THE HOME DEPOT 6001 - Purchase	\$65.82	
00021805 WW GRAINGER - Purchase	\$12.84	
00022287 CPS DISTRIBUTORS INC C - Purch	\$19.18	
00021892 WW GRAINGER - Purchase	\$35.40	
	\$3,525.14	Subtotal for Dept. Parks
00022259 SAFEWAY STORE00024687 - Purch	\$53.48	
00022088 NATIONWIDE SUPPLY IQPS - Purch	\$147.67	
00022920 USPS 57155809430310940 - Purch	\$102.00	
00022721 USPS 57155809430310940 - Purch	\$6.98	
00022196 USPS 57155809430310940 - Purch	\$45.66	
00022234 NATIONWIDE SUPPLY IQPS - PURCHA	\$47.22	
00022234 NATIONWIDE SUPPLY IQPS - Purch	\$47.23	
00022193 NATIONWIDE SUPPLY IQPS - Credi	(\$147.67)	
00022747 ATLAS REPRODUCTION - Purchase	\$30.00	
	\$332.57	Subtotal for Dept. Planning
00022243 BEARING BELTCHAIN00244 - Purch	\$142.20	
00022384 HARTZ E&F TOWING & REC - Purch	\$125.00	
00022440 CPU VENTURE TECH NETWO - Purch	\$39.98	
00021243 COLORADO ASSOCIATION O - Purch	\$332.04	
00022410 STOP-N-GO - Purchase	\$29.07	
00022389 WM SUPERCENTER #1617 - Purchas	\$8.74	
00022552 HARTZ E&F TOWING & REC - Purch	\$122.50	
00022144 RADIOSHACK COR00186973 - Credi	(\$49.99)	
00022295 WW GRAINGER - Purchase	\$61.50	
00022124 OLSON AUTO BODY - Purchase	\$249.00	
00022073 REI MATTHEW BENDER &CO - Purch	\$715.06	
00022059 POCKETPRESS - Purchase	\$683.24	
00022273 IN EXPRESS PRINTING C - Purch	\$348.00	
00022205 HENSLEY BATTERY&ELECTR - Purch	\$203.58	
00022359 PROGRESSIVE BUSIN - Purchase	\$159.00	
00022228 BIG LOTS STORES - #444 - Purch	\$4.00	
00021326 PAYPAL COMBATBET - Purchase	\$1,432.50	
00022553 AMERICAN POLYGRAPH ASS - Purch	\$150.00	
00022230 MENARDS CASPER - Purchase	\$56.67	
00021142 OSI UNITEDSTATESFLAG - Purchas	\$31.80	
00022523 ATLAS OFFICE PRODUCTS - Purcha	\$164.20	
00022053 CPU VENTURE TECH NETWO - Purch	\$310.00	
	\$5,318.09	Subtotal for Dept. Police
00022117 PROFESSIONAL SAFETY SY - Purch	\$6,420.00	
	\$6,420.00	Subtotal for Dept. Police Dept
00022486 PARKWAY PLAZA - Purchase	\$70.20	
	\$70.20	Subtotal for Dept. Police Grants
00021982 FISCHER BODY SHOP - Purchase	\$854.80	
00022300 MY EDUCATIONAL RESOURC - Purch	\$91.00	
	\$945.80	Subtotal for Dept. Property & Liability Insurance

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

00022741	COMTRONIX - Purchase	\$108.00	
00022172	WM SUPERCENTER #1617 - Purchas	\$9.01	
00022549	NORCO INC - Purchase	\$176.59	
00022279	ATLAS OFFICE PRODUCTS - Purcha	\$54.12	
00022279	ATLAS OFFICE PRODUCTS - Purcha	\$54.12	
00022186	NORCO INC - Purchase	\$89.32	
00022471	OVERHEAD DOOR COMPANY - Purcha	\$306.60	
00022709	RICOH USA, INC - Purchase	\$343.00	
00022283	ID EDGE INC - Purchase	\$421.00	
00022709	RICOH USA, INC - Purchase	\$343.00	
00022298	STAPLES 00114181 - Purch	\$269.98	
	\$2,174.74 Subtotal for Dept.		Recreation
00022569	MURDOCH'S RANCH & HOME - P	\$24.96	
00021874	CASPER STAR TRIBUNE - Purchase	\$310.00	
00022503	QUALITY OFFICE SOLUTIO - Purch	\$4.98	
00022479	CPU VENTURE TECH NETWO - Purch	\$59.50	
00021231	NETWORK FLEET. INC. - Purchase	\$570.90	
00022559	CPU VENTURE TECH NETWO - Purch	\$138.00	
00022516	HOBBY-LOBBY #0233 - Purchase	\$11.68	
00022509	CPU VENTURE TECH NETWO - Purch	\$105.00	
00022612	HOSE & RUBBER SUPPLY - Pur	\$74.98	
00022462	OREILLY AUTO 00027466 - Purch	\$11.01	
00022574	ALSCO SLCAS - Purchase	\$139.23	
00022446	OREILLY AUTO 00027466 - Credi	(\$0.09)	
	\$1,450.15 Subtotal for Dept.		Refuse Collection
00022536	ATLAS OFFICE PRODUCTS - Purcha	\$95.96	
00022476	BAILEYS ACE HARDWARE - Purchas	\$15.99	
00022519	NORCO INC - Purchase	\$1,440.18	
00022194	BAILEYS ACE HARDWARE - Purchas	\$10.07	
00021231	NETWORK FLEET. INC. - Purchase	\$25.95	
00022309	NORTH AMERICAN SOCIETY - Purch	\$375.00	
00022338	BAILEYS ACE HARDWARE - Purchas	\$15.11	
	\$1,978.26 Subtotal for Dept.		Sewer
00020569	TECHFORLESS.COM - Purchase	\$194.30	
00020630	ATLAS OFFICE PRODUCTS - Purcha	\$26.44	
00022666	HUTCH'S HI-COUNTRY PLU - Purch	\$140.00	
	\$360.74 Subtotal for Dept.		Special Reserves
00022343	CRESCENT ELECTRIC 103 - Purcha	\$38.31	
00021231	NETWORK FLEET. INC. - Purchase	\$622.80	
00022207	MONTPELIER BROADCASTIN - Purch	\$200.00	
00022203	MOUNTAIN STATES LITHOG - Purch	\$140.80	
00022192	AGP PROPANE SERVICES - Purchas	\$122.81	
00022305	CRESCENT ELECTRIC 103 - Purcha	\$38.31	
	\$1,163.03 Subtotal for Dept.		Streets
00021231	NETWORK FLEET. INC. - Purchase	\$155.70	
	\$155.70 Subtotal for Dept.		Traffic
00022443	TFS FISHER SCI ATL - Purchase	\$177.82	
00022595	ENERGY LABORATORIES, I - Purch	\$124.21	
00022458	HAJOCA KEENAN SUPP 25 - Purcha	\$522.88	

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

00022580	SQ ATLANTIC ELECTRIC, - Purch	\$597.60	
00022447	LOU'S GLOVES INC - Purchase	\$415.00	
00022567	ALSCO SLCAS - Purchase	\$752.14	
00022427	BAILEYS ACE HARDWARE - Purchas	\$66.26	
00022550	BOBCAT OF CASPER - Purchase	\$35.85	
00022352	INTERMOUNTAIN MOTOR SA - Purch	\$431.99	
00022276	BAILEYS ACE HARDWARE - Purchas	\$9.98	
00022563	ENERGY LABORATORIES, I - Purch	\$84.00	
00022433	USPS 57155809430310940 - Purch	\$7.40	
00022546	CENTRAL TRUCK & DIESEL - P	\$340.76	
	\$3,565.89	Subtotal for Dept.	Waste Water
00022332	ENERGY LABORATORIES, I - Purch	\$1,190.00	
00022297	WW GRAINGER - Purchase	\$47.04	
00022220	HOWARD SUPPLY COMPANY - Purcha	\$145.00	
00022311	ENERGY LABORATORIES, I - Purch	\$37.00	
00022087	THE HOME DEPOT 6001 - Purchase	\$232.95	
00022188	ADVANCE AUTO PARTS #74 - Purch	\$29.99	
00022437	WYOMING MACHINERY CO - Purchas	\$93.94	
00022357	GREINER MOTOR COMPANY - Purcha	\$10.38	
00022330	NORCO INC - Purchase	\$165.00	
00022262	SAMSClub #6425 - Purchase	\$83.72	
00021231	NETWORK FLEET. INC. - Purchase	\$103.80	
00022201	BEARING BELTCHAIN00244 - Purch	\$15.84	
00022294	MENARDS CASPER - Purchase	\$2.69	
00022510	INDUSTRIAL DISTRIBU - Purchase	\$899.99	
00022313	ENERGY LABORATORIES, I - Purch	\$340.00	
00022216	WAL-MART #3778 - Purchase	\$95.75	
00022187	MENARDS CASPER - Purchase	\$111.47	
	\$3,604.56	Subtotal for Dept.	Water
00022375	ENERGY LABORATORIES - Purchase	\$20.00	
00022351	ENERGY LABORATORIES - Purchase	\$20.00	
00022356	ENERGY LABORATORIES - Purchase	\$20.00	
00022349	ENERGY LABORATORIES - Purchase	\$231.00	
00022483	ENERGY LABORATORIES - Purchase	\$231.00	
00022465	ENERGY LABORATORIES - Purchase	\$231.00	
00022371	ENERGY LABORATORIES - Purchase	\$225.00	
00022374	ENERGY LABORATORIES - Purchase	\$350.00	
00022261	AUTOMATION ELECTRONICS - Purch	\$110.00	
00022223	WEAR PARTS INC - Purchase	\$12.49	
00022249	FERGUSON ENT #3069 - Purchase	\$11.59	
00022435	ENERGY LABORATORIES - Purchase	\$231.00	
	\$1,693.08	Subtotal for Dept.	Water Treatment Plant
00022258	GEAR UP AND GET OUT TH - Purch	\$33.82	
00022442	MURDOCH'S RANCH & HOME - P	\$44.99	
	\$78.81	Subtotal for Dept.	Weed And Pest
	\$210,119.10	Subtotal for Vendor	
PEAKS TO PLAINS DESIGN, P.C.			
1264	FY14 I-25 ENTRYWAY BEAUTIFICAT	\$9,229.98	
1264	FY14 I-25 ENTRYWAY BEAUTIFICAT	\$970.02	

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

1253A FY14 I-25 ENTRYWAY BEAUTIFICAT
1253A FY14 I-25 ENTRYWAY BEAUTIFICAT

\$2,714.70
\$285.30
\$13,200.00 Subtotal for Dept. Metropolitan Planning
\$13,200.00 Subtotal for Vendor

PEPPER TANK & CONTRACTING
89032 BOILER 2 SS FLANGE

\$350.00
\$350.00 Subtotal for Dept. Waste Water
\$350.00 Subtotal for Vendor

PEPSI COLA OF CASPER
31343 PRODUCT
31874 PRODUCT

\$128.20
\$45.45
\$173.65 Subtotal for Dept. Ice Arena
\$173.65 Subtotal for Vendor

RAILROAD MGMT CO III, LLC
315856 42-INCH SEWER CROSSING

\$160.78
\$160.78 Subtotal for Dept. Waste Water
\$160.78 Subtotal for Vendor

RESOURCE STAFFING
4116 LABOR

\$170.82
\$170.82 Subtotal for Dept. Casper Events Center
\$170.82 Subtotal for Vendor

RICHARD "ZAK" SZEKELY
RIN024778 COURT APPOINTED ATTY
RIN024777 COURT APPOINTED ATTY

\$675.00
\$300.00
\$975.00 Subtotal for Dept. Municipal Court
\$975.00 Subtotal for Vendor

RICHARDS, TODD/CRYSTAL
0023502258 REFUND

\$9.88
\$9.88 Subtotal for Dept. Water
\$9.88 Subtotal for Vendor

RIVER VALLEY BUILDERS
0023502261 REFUND

\$60.66
\$60.66 Subtotal for Dept. Water
\$60.66 Subtotal for Vendor

ROBERT TASLER
RIN0024816 BOOT REIMBURSEMENT

\$61.65
\$61.65 Subtotal for Dept. Streets
\$61.65 Subtotal for Vendor

ROBERT WEANT
RIN0024782 CDL FEES

\$80.00
\$80.00 Subtotal for Dept. Water
\$80.00 Subtotal for Vendor

ROCKY MOUNTAIN POWER
AP00016901091513 ELECTRICITY

\$185.39

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

AP00014901091513 ELECTRICITY

\$4,669.07

\$4,854.46 Subtotal for Dept. Aquatics

AP00016701091513 ELECTRICITY

\$6,169.96

\$6,169.96 Subtotal for Dept. Balefill

AP00015001091513 ELECTRICITY

\$229.13

\$229.13 Subtotal for Dept. Cemetery

AP00015101091513 ELECTRICITY

\$944.44

AP00015101091513 ELECTRICITY

\$24.78

AP00015101091513 ELECTRICITY

\$1,323.41

AP00015101091513 ELECTRICITY

\$55.84

AP00015101091513 ELECTRICITY

\$3,522.66

\$5,871.13 Subtotal for Dept. City Hall

AP00015501091513 ELECTRICITY

\$3,261.56

\$3,261.56 Subtotal for Dept. Fire

AP00015401091513 ELECTRICITY

\$3,633.06

\$3,633.06 Subtotal for Dept. Garage

AP00015701091513 ELECTRICITY

\$2,577.41

\$2,577.41 Subtotal for Dept. Golf Course

AP00015901091513 ELECTRICITY

\$6,905.38

\$6,905.38 Subtotal for Dept. Ice Arena

AP00016001091513 ELECTRICITY

\$1,085.52

\$1,085.52 Subtotal for Dept. Metro Animal

AP00016201091513 ELECTRICITY

\$396.91

\$396.91 Subtotal for Dept. Police

AP00015201091513 ELECTRICITY

\$3,354.76

\$3,354.76 Subtotal for Dept. Recreation

AP00016301091513 ELECTRICITY

\$571.19

\$571.19 Subtotal for Dept. Sewer

AP00016401091513 ELECTRICITY

\$56,307.36

\$56,307.36 Subtotal for Dept. Traffic

AP00016601091513 ELECTRICITY

\$27,520.49

\$27,520.49 Subtotal for Dept. Waste Water

\$122,738.32 Subtotal for Vendor

ROY SHEEHAN

RIN0024836 TRAVEL REIMBURSTMENT

\$51.66

\$51.66 Subtotal for Dept. Municipal Court

\$51.66 Subtotal for Vendor

SAM PARSON'S UPHOLSTERY

673183 REUPHOLSTER SEAT CUSHION/ SAMS

\$92.13

\$92.13 Subtotal for Dept. Garage

\$92.13 Subtotal for Vendor

SMITH, ELLEN/CHAD

0023552679 REFUND

\$47.44

\$47.44 Subtotal for Dept. Water

\$47.44 Subtotal for Vendor

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

SNOW MACHINES, INC

57523 POLECATS, TOWER, HOSE, ELECT S
57534 SOLAR REPEATER, COMM. BASE

\$152,255.00
\$7,000.00
\$159,255.00 Subtotal for Dept. Hogadon
\$159,255.00 Subtotal for Vendor

SOLID WASTE PROFESSIONALS OF WY LLC.

2014-39 CONSTRUCTION OVR SIGHT & ADMIN.
2014-39 CONSTRUCTION OVR SIGHT & ADMIN.

\$991.10
\$3,883.90
\$4,875.00 Subtotal for Dept. Balefill
\$4,875.00 Subtotal for Vendor

STAR LINE FEEDS

231168 ANIMAL FEED

\$432.55
\$432.55 Subtotal for Dept. Metro Animal
\$432.55 Subtotal for Vendor

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

391-A ANNUAL STORAGE TANK REGISTRATI

\$2,000.00
\$2,000.00 Subtotal for Dept. Garage
\$2,000.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0024863 SALES TAX

\$6.24
\$6.24 Subtotal for Dept. Aquatics

RIN0024863 SALES TAX

\$6.18
\$6.18 Subtotal for Dept. Balefill

RIN0024863 SALES TAX

\$9.52

RIN0024863 SALES TAX

\$96.02

RIN0024863 SALES TAX

\$232.14

RIN0024863 SALES TAX

\$151.75

RIN0024863 SALES TAX

\$54.33

\$543.76 Subtotal for Dept. Casper Events Center

RIN0024863 SALES TAX

\$126.54

\$126.54 Subtotal for Dept. Fort Caspar

RIN0024863 SALES TAX

(\$238.51)

(\$238.51) Subtotal for Dept. General Fund Revenue

RIN0024863 SALES TAX

\$347.40

\$347.40 Subtotal for Dept. Ice Arena

RIN0024863 SALES TAX

\$24.24

\$24.24 Subtotal for Dept. Recreation

\$815.85 Subtotal for Vendor

STEVE/BONNIE LARSEN

RIN0024864 REFUND

\$154.59
\$154.59 Subtotal for Dept. Water
\$154.59 Subtotal for Vendor

STEVEN NUNN

3180 CLOTHING REIMBURSEMENT

\$126.15
\$126.15 Subtotal for Dept. Police

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

\$126.15 Subtotal for Vendor

STOTZ EQUIPMENT

E01849 John Deere 2025R Compact Utili

\$16,496.51

\$16,496.51 Subtotal for Dept. Casper Events Center

\$16,496.51 Subtotal for Vendor

STOVER, PATTY

0023552677 DEPOSIT/CREDIT REFUND

\$59.64

\$59.64 Subtotal for Dept. Water

\$59.64 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

1532209PU OPERATING SUPPLIES-CATERING

(\$109.78)

412170525 PORK RIB, CHICKEN, GREEN CHILI

\$476.61

412240466 OPERATING SUPPLIES-CATERING

\$107.71

1532208PU OPERATING SUPPLIES-CATERING

(\$110.12)

412051244 OPERATING SUPPLIES-CATERING

(\$7.61)

\$356.81 Subtotal for Dept. Casper Events Center

\$356.81 Subtotal for Vendor

TIM DACH

N37165 CLOTHING REIMBURSTMENT

\$19.00

\$19.00 Subtotal for Dept. Buildings And Grounds

\$19.00 Subtotal for Vendor

TIM INGLES

692416795807T CLOTHING REIMBURSTMENT

\$88.90

\$88.90 Subtotal for Dept. Buildings And Grounds

\$88.90 Subtotal for Vendor

TRAUMA CLEAN SPECIALISTS LLC.

003127 BIO DETAIL UNIT 235

\$150.00

\$150.00 Subtotal for Dept. Police

\$150.00 Subtotal for Vendor

TRIHYRO CORP.

94386 2014 MCKINLEY STREET IMPROVEME

\$1,180.32

\$1,180.32 Subtotal for Dept. Sewer

94386 2014 MCKINLEY STREET IMPROVEME

\$6,974.47

\$6,974.47 Subtotal for Dept. Streets

94386 2014 MCKINLEY STREET IMPROVEME

\$2,575.38

\$2,575.38 Subtotal for Dept. Water

\$10,730.17 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

24189 MEDICAL TESTING

\$380.00

22952 MEDICAL TESTING

\$380.00

\$760.00 Subtotal for Dept. Police

\$760.00 Subtotal for Vendor

VENTURE TECHNOLOGIES

SIN008591 UPGRADE THE COMMAND BUS

\$1,880.00

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

\$1,880.00 Subtotal for Dept. Communications Center
\$1,880.00 Subtotal for Vendor

VERIZON WIRELESS

9737379689 COMMAND BUS PHONES

\$244.10

\$244.10 Subtotal for Dept. Communications Center

9737292740 EKG'S, IPAD'S, FIRE DEPT

\$2,137.43

\$2,137.43 Subtotal for Dept. Fire

9738076740 METRO CELL PHONES

\$193.58

\$193.58 Subtotal for Dept. Metro Animal

9737292741 RRT2 AIRCARD 11/17-12/16/14

\$40.01

\$40.01 Subtotal for Dept. Special Assistance

\$2,615.12 Subtotal for Vendor

VIEWPOINT GOVERNMENT SOLUTIONS, INC.

1825 USER FEES-BLDG INSPECTIONS

\$2,250.00

\$2,250.00 Subtotal for Dept. Code Enforcement

1825 USER FEES-ENGINEERING

\$450.00

\$450.00 Subtotal for Dept. Engineering

\$2,700.00 Subtotal for Vendor

VIKING FOOD SERVICES, LLC

RIN0024831 REFUND

\$275.00

\$275.00 Subtotal for Dept. General Fund Revenue

\$275.00 Subtotal for Vendor

WERCS COMMUNICATIONS

6524 DEDICATED INTERNET ACCESS

\$512.50

\$512.50 Subtotal for Dept. Communications Center

6523 DEDICATED WIRELESS ACCESS

\$1,015.00

\$1,015.00 Subtotal for Dept. Police

\$1,527.50 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

140090011 RAW WATER IRRIGATION SYSTEM

\$8,907.32

\$8,907.32 Subtotal for Dept. Parks

130130022 AMENDEMENT #1 - TRAFFIC SIGNAL

\$198.00

\$198.00 Subtotal for Dept. Traffic

\$9,105.32 Subtotal for Vendor

WILLIAM O BOHMAN JR.

RIN0024815 TUITION-FIRE DEPT.

\$372.60

\$372.60 Subtotal for Dept. Fire

\$372.60 Subtotal for Vendor

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

61086 LEGAL COUNSEL ASSOCIATED WITH

\$780.00

\$780.00 Subtotal for Dept. Balefill

\$780.00 Subtotal for Vendor

WOLF GANG OF WY

1018 JANUARY 2015 TV PRODUCTION

\$3,833.33

Bills and Claims

City of Casper

07-Jan-15 to 20-Jan-15

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WOLVERINE DISTRIBUTING

140506 COLD DISH, DEATH W/O COMPANY,

\$181.80

\$181.80 Subtotal for Dept. Fort Caspar

\$181.80 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2014-11798 SURVEYOR PLAT REVIEW

\$618.75

\$618.75 Subtotal for Dept. Engineering

\$618.75 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

RIN0024838 GOLF COURSE MAINTENANCE FACILI

\$149,425.60

\$149,425.60 Subtotal for Dept. Golf Course

\$149,425.60 Subtotal for Vendor

WY. WATER QUALITY & POLLUTION CONTROL ASSOC.

2011-1607 3 MEMBERSHIPS

\$90.00

\$90.00 Subtotal for Dept. Water

\$90.00 Subtotal for Vendor

Grand Total \$1,800,350.97

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 01/20/15

Payroll Disbursements

1/8/15	FIRE PAYROLL	\$ 201,379.11
1/8/15	Benefits and Deductions	\$ 36,197.57
1/12/15	Exceptions Payroll	\$ 36,570.46
1/12/15	Benefits and Deductions	\$ 5,254.51
1/15/15	CITY PAYROLL	\$ 1,247,360.29
1/15/15	Benefits and Deductions	\$ 227,510.30

Total Payroll \$ 1,754,272.24

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

January 9, 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 February 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).

January 12, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager 

SUBJECT: Establishing a Date of Public Hearing for Fiscal Year 2015
Budget Adjustments

Recommendation:

That Council, by minute action, establish February 17, 2015, as the date of public hearing for consideration of Fiscal Year 2015 budget adjustments.

Summary:

The Wyoming Uniform Municipal Fiscal Procedures Act prohibits the expenditure of any money in excess of the amounts provided in the budget for each City cost center. In order to comply with this requirement, the Act allows adjusting budgets, when necessary.

Historically, if needed, a mid-year adjustment is presented to Council for capital items, i.e. equipment, buildings, improvements other than buildings, etc.. Then in June a second adjustment is presented, again if needed, for operating budget adjustments. The second adjustment request may include capital items.

In order to comply with the aforementioned statutory requirements, it is necessary that the City Council establish a date of public hearing where all persons may voice their opinion both in verbal and written form. It is recommended that the public hearing be set, by minute action, for February 17, 2015.

City management staff is currently completing review of the estimated expenditures for FY 2015 and if necessary, will present a request to adjust the FY 2015 Budget which will be presented to the City Council for consideration at the public hearing.

January 12, 2015

TO: John Patterson, City Manager

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

SUBJECT: Proposed signage changes to the Form Based Code

Recommendation:

That Council support the proposed amendment to 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, as approved by the Planning and Zoning Commission at their October 28, 2014 meeting.

Summary:

In June 2008, the City Council adopted the Form-Based Code for the area referred to as the Old Yellowstone District (OYD) and South Poplar Street Corridor. The Form-Based Code was a new concept for the City, as it relies heavily on design standards and building types rather than regulating uses by specific, isolated districts as conventional zoning does.

In the first year of the Form Based Code, staff became aware of a need to allow flexibility in the OYD building design standards as they work with developers who are extremely creative and who like to work with non-traditional materials. However, staff is also highly cognizant that the intent of the design standards is to provide quality and consistency in the architecture of structures in the OYD District.

Staff recognizes that signing is an important design element of the environment which serves to express both the owner of the sign and the community. Roof signs can contribute mightily to the architectural and historic nature of the buildings within the Old Yellowstone District. Consistent placement of signs according to building type, size, location and even building materials creates a visual pattern that the pedestrian or driver, can easily interpret and utilize to the mutual benefit of merchants, tourists and customers.

Staff is recommending an amendment to the Code in the design standards for Roof Signs. Both the OYD Advisory Committee and the Architectural Review Committee have reviewed the proposed amendment and also recommend in favor of its approval.

The City's current OYDSPC Form Based Code does not allow roof signs, which are erected in whole or in part, upon or over the roof or parapet of any building. Staff recommends the proposed changes below:

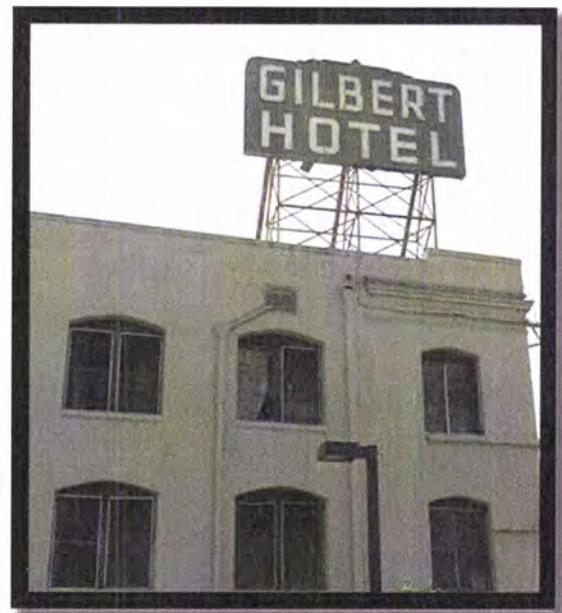
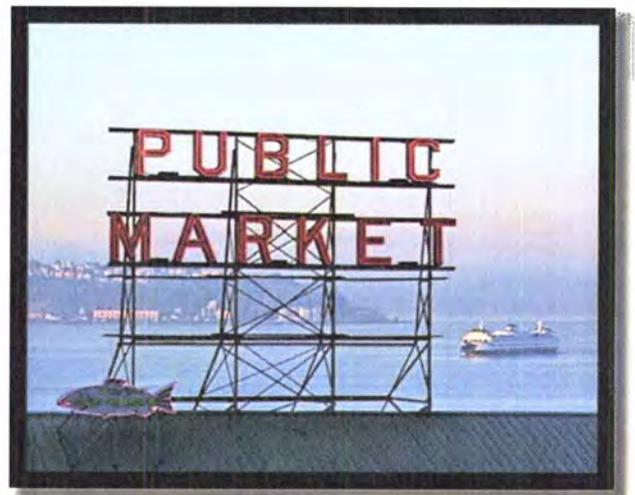
Roof Signs

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. Roof signage is not permitted in the 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.
- 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;



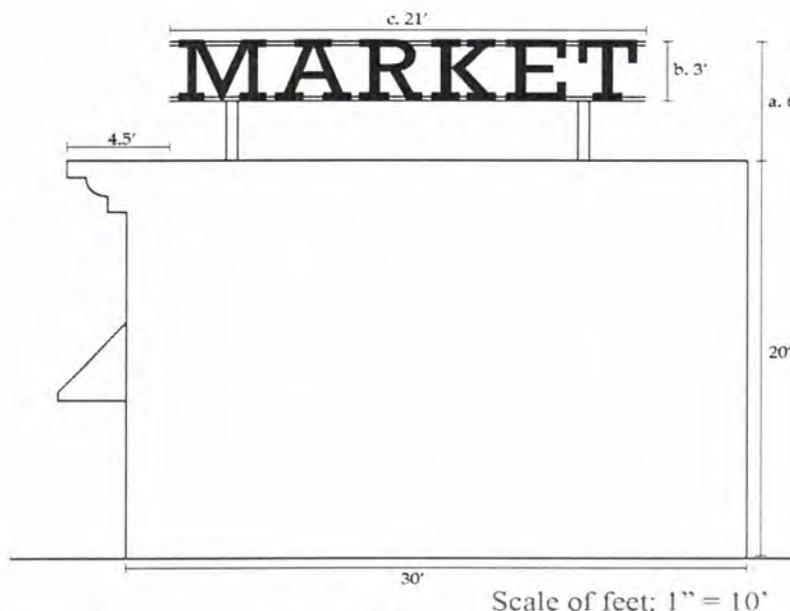
Roof Signs shall be iconic and culturally significant to the nature of the District.



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



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

ORDINANCE NO. 1-15

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

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

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

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

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

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

SECTION 1:

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

Roof Signs

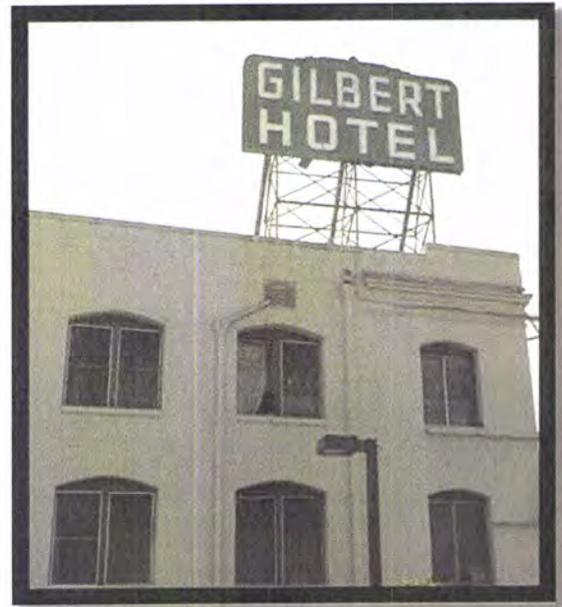
A sign located on the roof that by its construction materials, age, prominent location, unique design or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to the building's history may be permitted in the Old Yellowstone District and South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

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

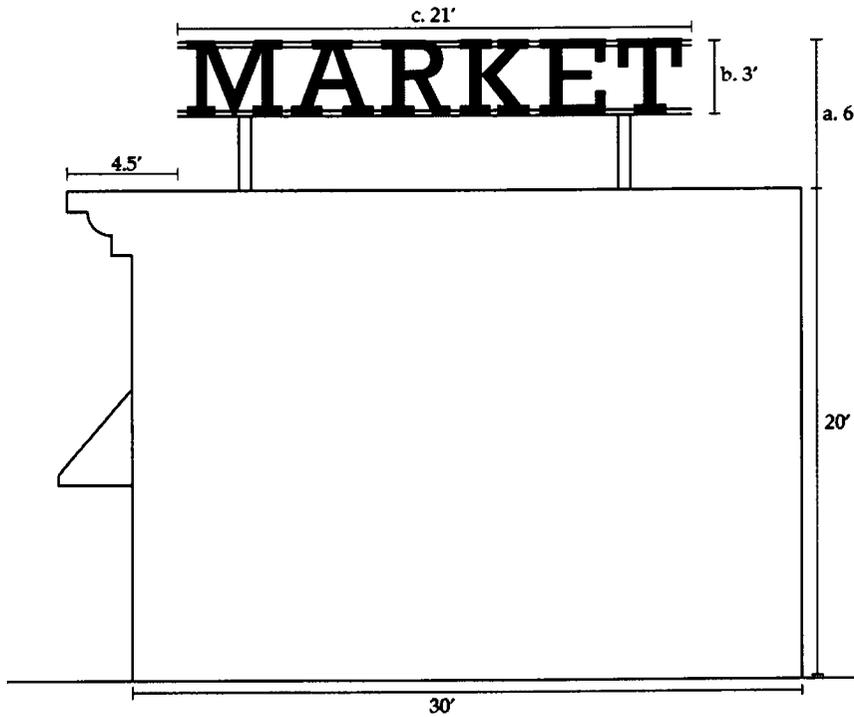


Roof Signs shall be iconic and culturally significant to the nature of the District.

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



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



Not to Scale

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

SECTION 2:

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

PASSED ON 1st reading the _____ day of _____, 201__.

PASSED ON 2nd reading the _____ day of _____, 201__.

PASSED, APPROVED, and ADOPTED on 3rd and final reading the _____ day of _____, 201__.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

January 12, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director *eb*

SUBJECT: Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the DMK Subdivision complies with W.S. §15-1-402.

Recommendation:

That Council, by resolution, find that the annexation of the DMK Subdivision complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming Statutes pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that was prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

In approving the resolution on the compliance of the annexation with Wyoming State Statutes the Council is making the following findings:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a November 18, 2014 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune December 22, 2014 and December 28, 2014; and notice was given as provided by Wyoming State Statute §15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides the support for the findings as required by Statute. The annexation report concludes that the City can provide public services to this property without additional staff, equipment, or facility expansion.

**DMK SUBDIVISION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 201__ by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. DMK Development – Casper, LLC, a Michigan limited liability company, 4927 Stariha Drive, Suite B, Muskegon, MI 49441 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex and plat 5.43-acres located in Tracts 37 and 38, Dowler #3 Subdivision, Natrona County, Wyoming.
- C. A plat of DMK Subdivision ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.**
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.**
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.**
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.**

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with the approved Street and Water Plan and Profile attached to this Agreement as Exhibit A ("Plan"). The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction. All construction is still subject to review for Code compliance.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not**

limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with the Plan and the Code. The certification by the engineer and approval by the City shall be in writing.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the eighteen month warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition in accordance with plans and specifications to be prepared by the Owner's engineer, approved in writing by the Public Services Director and in accordance with the Plan and the Code.
- c. The Owner, at its sole cost and expense, shall construct an eight-inch (8") water main on Magnolia Street from the Sixteen-Inch (16") water main on the north side of HWY 220 north to the northern extent of the DMK Subdivision.
- d. The Owner, at its sole cost and expense, shall install water service lines in accordance with the Plan and Code, and shall serve each lot or building site in the Addition.
- e. Assumption of Risk and Indemnification

- 1) The Owner agrees that there may be inadequate water pressure for his properties which would affect both domestic water service and fire flows. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property are subject to by not having adequate water pressure for domestic service and fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, and all their officers, elected and appointed officials, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of adequate water pressure to Owner's property.
 - 2) The terms of this release in this Agreement are contractual and not a mere recital. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.
- f. The Owner shall be allowed to install booster pumping systems to increase water pressure for its domestic services and fire lines. The booster pumping system must meet all City requirements. The booster pumping system will be owned, operated, and maintained by the Owner and must be installed downstream of the water meter.
 - g. Sewer service is currently not economically available to the Owner's property. In accordance to the "Agreement For Construction, Operation, and Cost Allocation For a Regional Wastewater System for the Mills-Casper-Evansville Area Including Amendments No. 1, 2, and 3" (hereinafter referred to as "Interagency Agreement"), the Owner may be granted a temporary exception to the Facilities Plan in accordance to Section 3.6 of the "Interagency Agreement" allowing the use of septic tanks/leach fields for sewer service if authorized by the Regional Wastewater System Management Oversight Committee ("Committee"). City approves such exception being granted, subject to approval by the Committee, and agrees to provide any documentation or reasonable materials necessary to submit an application for such approval.
 - h. The Owner agrees to pay for 50% of the cost to extend the sewer main along South Magnolia Street based on Owner's frontage along South Magnolia Street and 50% of the cost to extend the sewer main to the west end of the DMK Addition, based on the total length of the easement or right-of-way, in a location approved by the City, beginning at South Magnolia Road and extending to the

western terminus of the utility easement or right-of-way at the west end of the DMK Addition.

- i. Future design and construction costs include design and construction, and specifically exclude planning, land acquisition, financing, and legal.
- j. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future sewer system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of a sewer system which would encompass his property.
- k. This commitment to participate in future sewer system improvement design and construction in Grandview Road and Magnolia Street shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- l. The Owner further agrees to furnish a twenty foot (20') easement across the north side of his property for a future sewer main or sewer service line to serve other properties to the west of the subdivision as shown on the Subdivision Plat attached as Exhibit B ("Subdivision Plat"). In the event such easement is utilized by City, City agrees to use reasonable efforts to minimize disruptions to TSC's business operation. After any work is complete, City agrees to repair the asphalt to its original condition
- m. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- n. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- o. In the event an existing City water and/or sewer main is directly adjacent to the Owner's property, or not adjacent but connected into, and the cost of such main has not been paid in full or in part by the present or previous owners of the property, the Owner agrees to pay the City's then-current street lateral charge prior to connection to said City water and/or sewer main. If necessary, the City will install water and/or sewer service taps to connect to the existing water and/or

sewer main at the request of the Owner, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specifications.

- p. The Owner may connect to the sixteen-inch water main on the north side of HWY 220. Street lateral charges will be invoked for the water connections to this property.
- q. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs.

or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. South Magnolia (road) shall be constructed per the Plan, Code, and then current City standards, to the northern extent of the DMK Subdivision, concurrent with the development of proposed Lot 1 and/or Lot 2.
- b. South Magnolia (road) shall be constructed as a twenty-four (24) foot wide paved section, with no curb, gutter, sidewalk, or street lighting, up to the northern-most access (driveway) for the proposed retail store to be

constructed on the site, at the sole cost and expense of the Owner. North of the northern-most access (driveway) on South Magnolia (road), the Owner shall install a gravel road, north, to the intersection of Grandview Road.

- c. The Owner of the DMK Addition shall comply with all Wyoming Department of Transportation requirements for an access permit off CY Avenue, per the Wyoming Department of Transportation's Traffic Impact Study.
- d. Grandview Road is a platted, but undeveloped County road located north of the proposed DMK Addition. Until such time as Grandview Road is vacated in the future, Owner shall be responsible for half the cost of constructing Grandview Road, for the portion immediately adjacent to Lots 1 and 2. The Owners' participation in the construction of Grandview Road shall occur at such time as directed by the City.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. **Successors and Assigns:** The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement without the prior written consent of the City, except in connection with the sale of all of the property covered by this Agreement.
- b. **Wyoming Governmental Claims Act:** The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 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.
- c. **Governing Law and Venue:** This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. **Complete Agreement:** This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. **Amendment:** No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. **Waiver:** Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. **No Third-Party Beneficiary Rights:** The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

To City:

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362
Email:

To Owner

Kettler Real Estate Services, LLC
3597 Henry Street, Suite 102
Muskegon, Michigan 49441
Attn: Chris Kettler
Fax: N/A
Email: ckettler2@gmail.com

With copy to:

Parmenter O'Toole
601 Terrace St., P. O. Box 786
Muskegon, Michigan 49443-0786
Attn: Christopher L. Kelly
Fax: 231-722-7866
Email: clk@parmenterlaw.com

- j. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.**
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.**
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.**

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Walton Thornburg III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Name:

Mayor

WITNESS:

OWNER
DMK Development – Casper, LLC

By: Derek J. Marine

By: Christopher J. Kettler

Printed Name: Derek J. Marine

Christopher J. Kettler

Title: Member

Manager

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201__ by _____ as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

This instrument was acknowledged before me on this 7th day of January, 2015 by Christopher J. Kettler, as Manager of DMK Development – Casper, LLC.

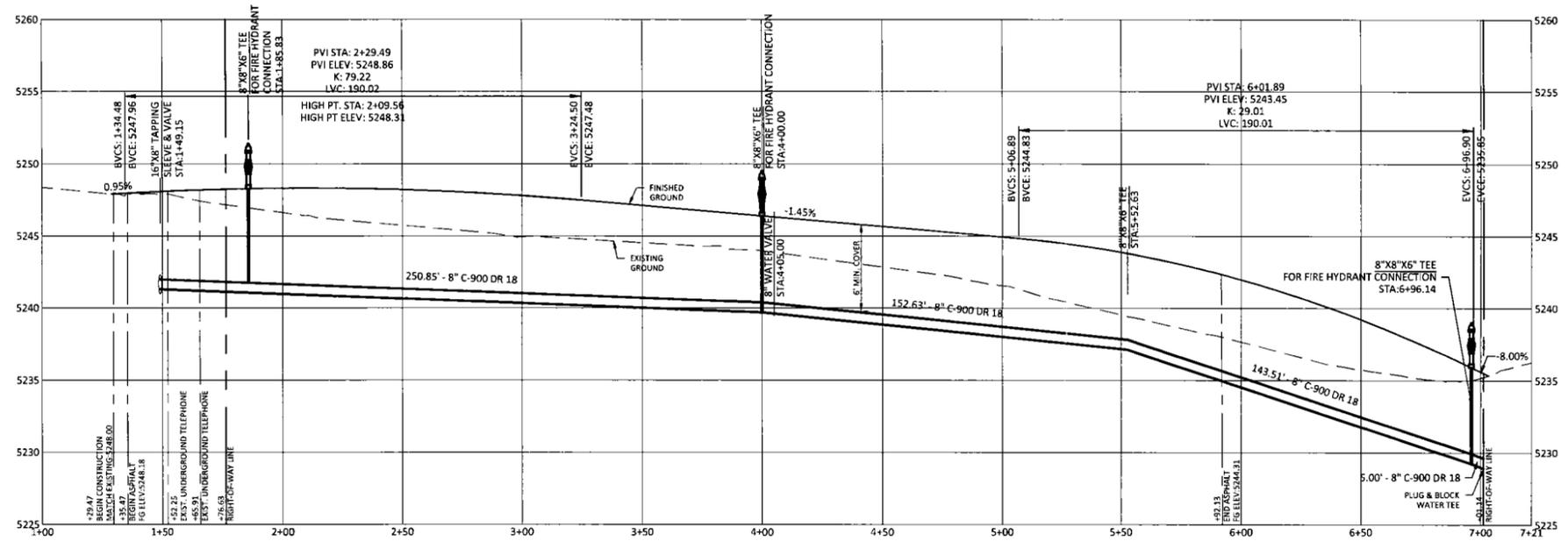
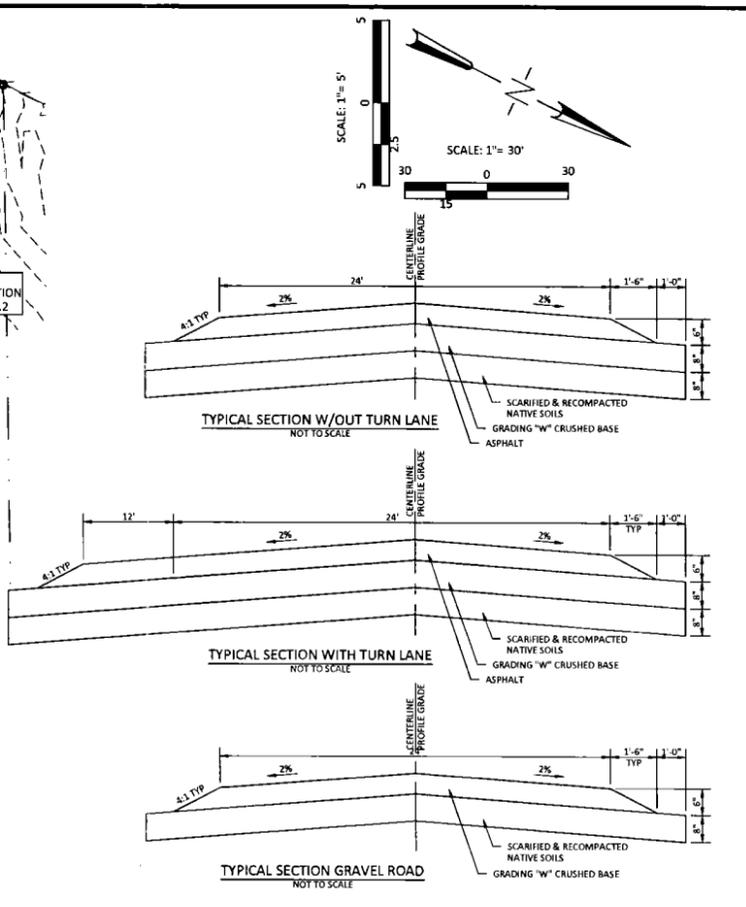
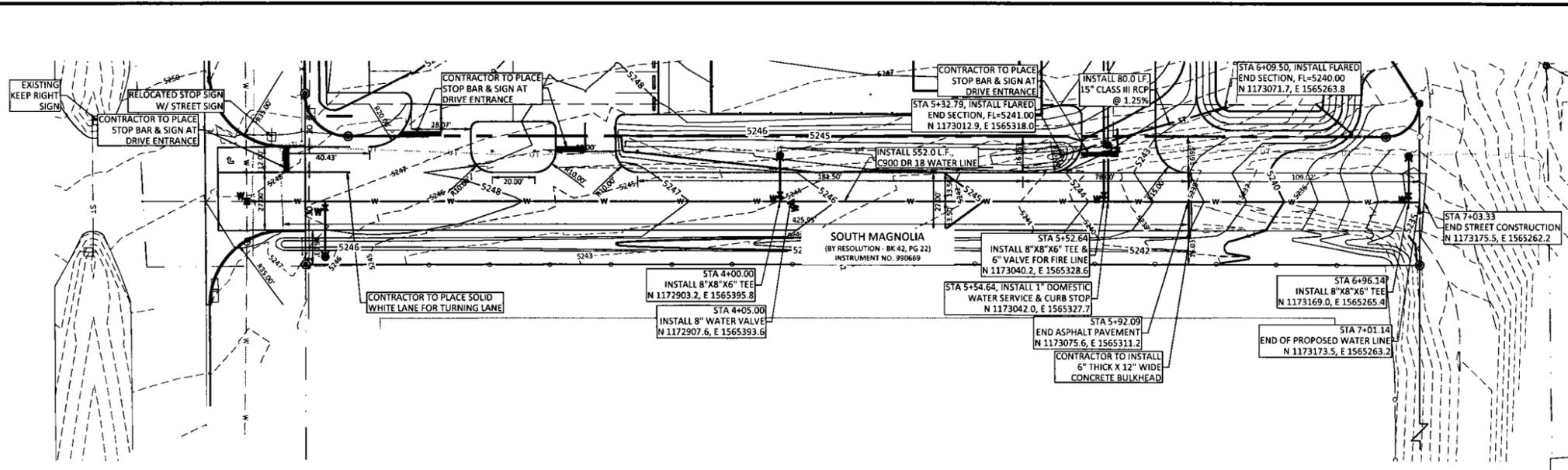
(Seal, if any)

Ann M Roth
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: June 21, 2021]

ANN M ROTH
Notary Public, State of Michigan
County of Ottawa
My Commission Expires June 13, 2021
Acting in the County of Muskegon



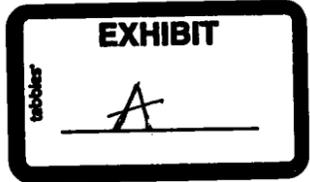
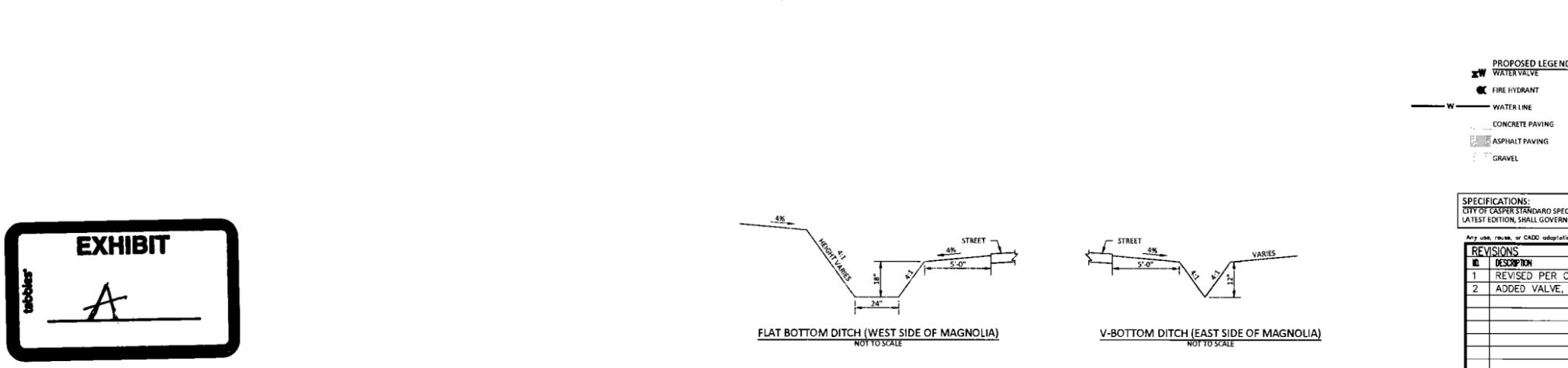
UTILITY NOTES:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY DATA AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SAFETY NOTICE TO CONTRACTOR
 IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

WARRANTY / DISCLAIMER
 THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER INBERG-MILLER ENGINEERS NOR ITS PERSONNEL CAN OR DO WARRANTY THESE DESIGNS OR PLANS AS CONSTRUCTED, EXCEPT IN THE SPECIFIC CASES WHERE INBERG-MILLER ENGINEERS PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTINUOUS BASIS AT THE SITE.

CAUTION - NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

NOTE:
 1. CITY OF CASPER PUBLIC UTILITIES STANDARDS AND SPECIFICATION SHALL BE UTILIZED.
 2. CONTRACTOR TO USE SELECT BACKFILL FOR TRENCH BACKFILL TO BOTTOM OF BASE COURSE.



PROPOSED LEGEND

- WATER VALVE
- FIRE HYDRANT
- WATER LINE
- CONCRETE PAVING
- ASPHALT PAVING
- GRAVEL

SPECIFICATIONS:
 CITY OF CASPER STANDARD SPECIFICATIONS, LATEST EDITION, SHALL GOVERN

REVISIONS

NO.	DESCRIPTION	DATE	BY	DD
1	REVISED PER CITY COMMENT	12/11/14	BJH	CRT
2	ADDED VALVE, DITCH SECTIONS	12/16/14	BJH	HHH

CONTROL POINTS / BENCHMARKS

PT#	NORTHING	EASTING	DESCRIPTION	ELEVATION
201	1172599.37	1564886.89	3" BRASS CAP FOUND, 1988 CASPER WEST ADDITION WLC LS548, 50' EAST OF OVERHEAD POWER LINE	5267.94
202	1172415.02	1564888.56	3" BRASS CAP FOUND, 1988 CASPER WEST ADDITION WLC LS548, 10' SOUTH OF POWER POLE, 4' NORTH OF RIGHT-OF-WAY BARBED WIRE FENCE	5267.28
203	1173062.41	1563916.89	CITY CONTROL POINT 2606, 1-1/2" ORANGE PLASTIC CAP, 4' FROM SIGN	5206.14



INBERG-MILLER ENGINEERS
 150 East Main Street, Suite 1100, Casper, WY 82401
 307-256-8131

TRACTOR SUPPLY COMPANY - STREET & WATER PLAN & PROFILE
 CASPER, WYOMING

KETTLER REAL ESTATE

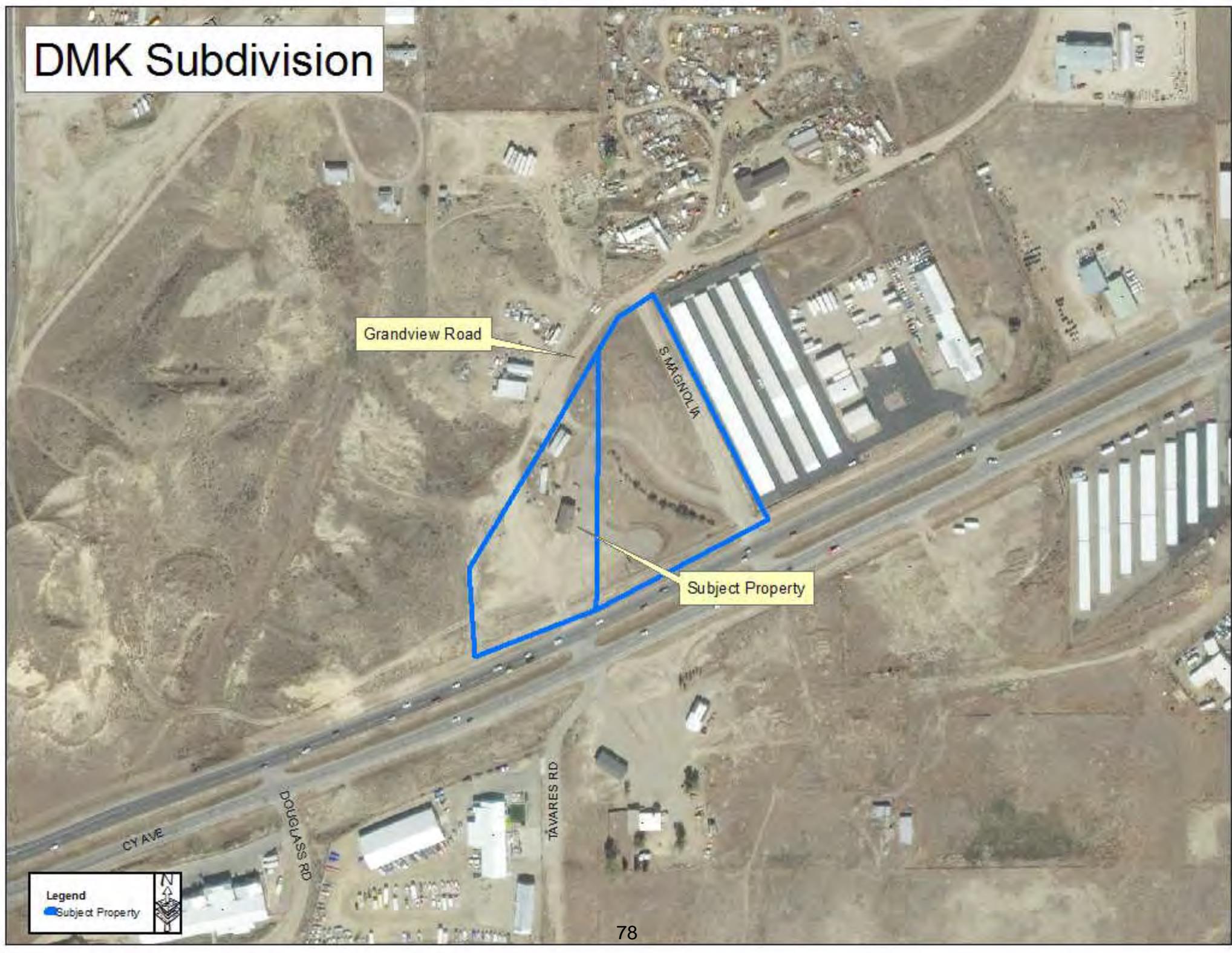
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 DRN: BJH/MDH, CHK: CRT, DATE: 11/10/14, BK: PAGE: JOB NO: 17365-CE

SHEET 2 OF 2

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DMK Subdivision



Grandview Road

Subject Property

S MAGNOLIA

CY AVE

DOUGLASS RD

TAVARES RD

Legend

- Subject Property

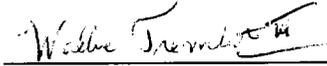


CERTIFICATION OF PETITION FOR ANNEXATION

I, V.H. McDonald, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the DMK Subdivision substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
 - a. A legal description of the area sought to be annexed;
 - b. A request that the described territory be annexed;
 - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
 - d. A map of the area.

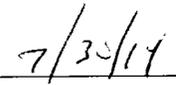
APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation



V.H. McDonald
City Clerk



Date

DMK Subdivision

(5.43-Acres)

2014 ANNEXATION REPORT

October, 2014

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is a summary and analysis of the cost of providing basic City services to the proposed DMK Subdivision, a 5.43-acre property proposed for annexation to the City of Casper.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

An application has been received to annex, vacate and replat 5.43-acres, more or less, located at 5300 CY Avenue, to create the DMK Subdivision. The applicants have applied for C-4 (Highway Business) zoning for the subdivision. The subject property is surrounded by unincorporated (County) properties to the north, east, and across CY Avenue to the south, and by City properties zoned C-2 (General Business) to the west. Land uses in the surrounding area include predominantly single-family residential within the Paradise Valley PUD to the west; and commercial and industrial uses along the CY Avenue corridor. The proposed DMK Addition consists of two (2) lots, with proposed Lot 1 being approximately 1.79-acres in size, and proposed Lot 2 being approximately 2.92-acres in size.

DEVELOPMENT COSTS

The annexation includes an unimproved County Road, South Magnolia, which will be constructed with a twenty-four (24) foot wide pavement width, no curb, gutter, or sidewalk. South Magnolia will function primarily as a driveway for a retail store proposed to be constructed on the east lot of the DMK Subdivision. The City Council agreed to relax the City's development standards since the property owner on the east side of South Magnolia is located in the County, and cannot be obligated to participate in the construction of the road. Additionally, the applicant is only being required to construct South Magnolia from CY Avenue to their northern-most entrance, rather than to the end of their property. The applicant will be responsible for the cost of all utilities, and engineering costs associated with the street construction. At some point in the future, as the area to the north develops, the roadway will need to be upgraded, to City standards, and extended, presumably at the City's expense.

STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*

- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; (*See "Development Costs" section above*).
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; (*See individual City Department or Division sections below, all services will be available immediately upon annexation*).
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; (*See individual City Department or Division sections below*).
- (v) The current and projected property tax mill levies imposed by the municipality; and, (*See "Sources of Revenue" section below for tax information*).
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. (*See "Development Costs" section above*).

COMPLIANCE WITH W.S. 15-1-402.

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.

6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the ten departments or divisions that will provide direct, basic services to the property have been considered, to gain a tangible measure of service costs.

The cost of most City services per property were derived by dividing each department's FY 2015 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 19,647 residential properties/accounts and 1,595 commercial properties/accounts, for an approximate total of 21,242 properties/accounts in Casper.

POLICE DEPARTMENT:

The Casper Police Department will provide law enforcement services, which consist of answering calls for service and patrolling the proposed Addition. Presently, there are approximately 226 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,242 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$582 for each property in the City (\$12,360,949 current Police Department budget, divided by 21,242 properties in the City).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the estimated cost for providing Police Department service to this area is \$1,164 per year (\$582 x 2 new properties/users). Police service will be available immediately upon the completion of the annexation of the area.

FIRE DEPARTMENT:

The Casper Fire Department provides fire / EMS services, which consist of answering calls for emergency services. Presently, there are 276 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$412 for each property in Casper (\$8,756,974 current Fire Department budget, divided by 21,242 properties).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost for providing Fire Department service to this area is \$824 per year ($\412×2 new properties/users). Fire service will be available immediately upon the completion of the annexation of the area.

STREET DIVISION:

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. It is estimated that the cost to provide Street Division service is \$195 for each property in the City (\$4,142,690 current Street Division budget, divided by 21,242 properties).

The Street Division will not incur additional capital costs as a result of this annexation. The Street Division will not need to hire additional personnel or purchase additional equipment to service this property. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost for providing Street Division service to this area is \$390 per year ($\195×2 new properties/users). Street Division service will be available immediately upon the completion of the annexation of the area.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is totally self-funded through various fees.

The City will not incur any additional capital costs associated with providing water and sewer service to the area. There is no new publicly-funded infrastructure required to serve the area, such as storage tanks, booster stations, lift stations or water trunk lines. There will not be additional operational costs. All costs to provide water and sewer service to the area should be equal to revenues generated by the property. Public Utilities service will be available immediately upon the completion of the annexation of the area.

SANITATION DIVISION:

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area.

PARKS DIVISION:

There will not be any new parkland associated with the annexation of this property, and therefore, no additional cost to the City for improvements, maintenance or upkeep.

COMMUNITY DEVELOPMENT DEPARTMENT:

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the area. The estimated cost to provide Planning, Building, and Code Enforcement service is \$87 for each property in Casper (\$1,858,231 current Planning/Building/Code Enforcement budget, divided by 21,242 properties).

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate to absorb the workload. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost to the City for providing Planning, Building/ Code Enforcement service to this area is \$174 per year (\$87 x 2 new properties/users). Community Development Department service will be available immediately upon the completion of the annexation of the area.

TRAFFIC DIVISION:

The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. It is estimated that the cost to provide Traffic Division service is \$60 for each property in the City (\$1,280,657 current Traffic Division budget, divided by 21,242 properties).

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost to the City for providing Traffic Division service to this area is \$120 per year (\$60 x 2 new properties/users). Traffic Division service will be available immediately upon the completion of the annexation of the area.

ENGINEERING DIVISION:

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating of drainage concerns, surveying, and oversight of capital construction projects. It is estimated that the cost to provide Engineering Division service is \$57 for each property in the City (\$1,217,383 current Engineering Division budget, divided by 21,242 properties).

Current Engineering Division staff levels and equipment are adequate to absorb the work generated by the Addition. There will be no significant cost increase to the Engineering Division as a result of the annexation of the area. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$114 per year (\$57 x 2 new properties/users). Engineering Division service will be available immediately upon the completion of the annexation of the area.

SOURCES OF REVENUE

The City's services to properties are funded through a number of sources. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid by the actual user fees collected. The remaining City services to properties, which are paid out of the general fund, are supported in part by property taxes, as well as mineral/other taxes, and licenses/fees. The largest sources of general fund revenue for the City are sales tax (48%), mineral taxes (17%), and franchise fees (11%). Property taxes (7%) account for a relatively minor portion of general fund revenue. It is generally accepted that given the current tax structure, residential properties do not generate sufficient property taxes to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of City services.

County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property tax revenue is the School District, which receives 32.5 Mills, or approximately 44% of the property tax collected.

CONCLUSION

The property being annexed will receive the same services that other properties within the City receive once it's annexed. The City can provide these services without additional staff, equipment or publicly-funded facility expansion. The City will incur minor costs related to the construction of South Magnolia Road. The property is adjacent to properties that are already benefitting from City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. TAX LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: J+J Enterprises
ADDRESS: 5629 Maki, Casper, WY 82604
TELEPHONE: _____ EMAIL: _____

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

PROPOSED NAME OF SUBDIVISION: "DMK Subdivision"
ADDRESS: 5300 CY Avenue, Casper, WY 82604
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): _____
Tracts 37 & 38, Dowler #3 Subdivision
Natrona County, Wyoming
SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): Approx. 6.9 acres; 300,564 S.F.

NUMBER OF LOTS AND BLOCKS: 1 Block; 2 Lots
PRESENT ZONING: Natrona County - Commercial PROPOSED ZONING: CA - Highway Business
PRESENT LAND USE: Mobile home sales & vacant
PROPOSED LAND USE: Commercial sales one lot; undetermined other lot

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO
IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse). No, as informed by Natrona County.

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.

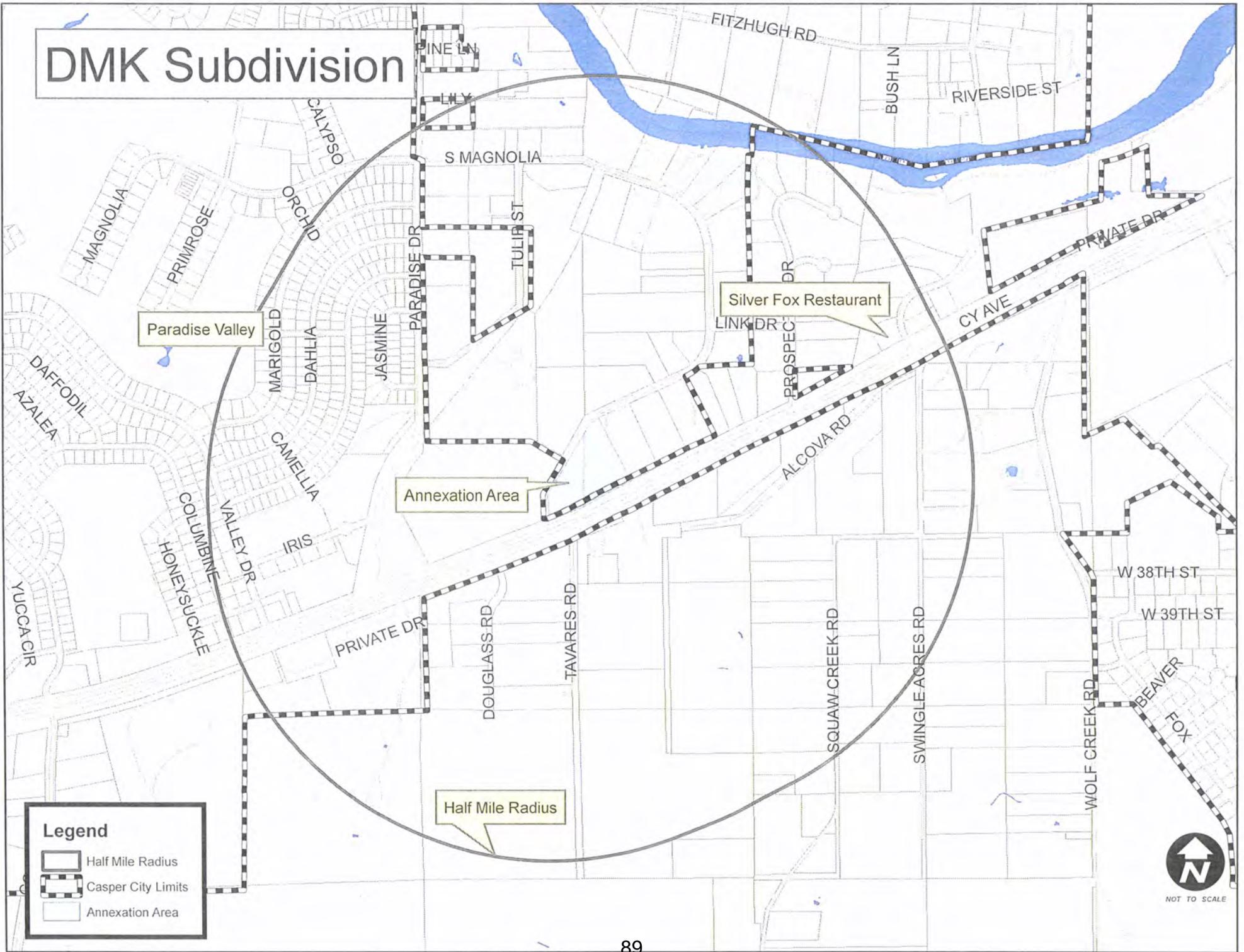
SIGNATURE OF PROPERTY OWNER: J+J Enterprises
SIGNATURE OF PROPERTY OWNER: By John Byrdell
DATE: _____

SUBMIT TO:
Community Development Department
Planning Division
200 N David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8367
www.casperwy.gov

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:**
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - \$600 APPLICATION FEE & PROOF OF OWNERSHIP
 - ANNEXATION MAP/PLAT
 - _____ OF CITY WATER/SEWER ARRANGEMENTS

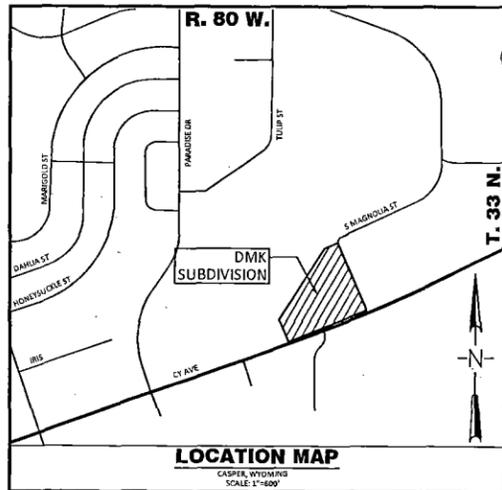
FOR OFFICE USE ONLY:
DATE SUBMITTED:
JUL 25 2014
REC'D BY: ch

DMK Subdivision

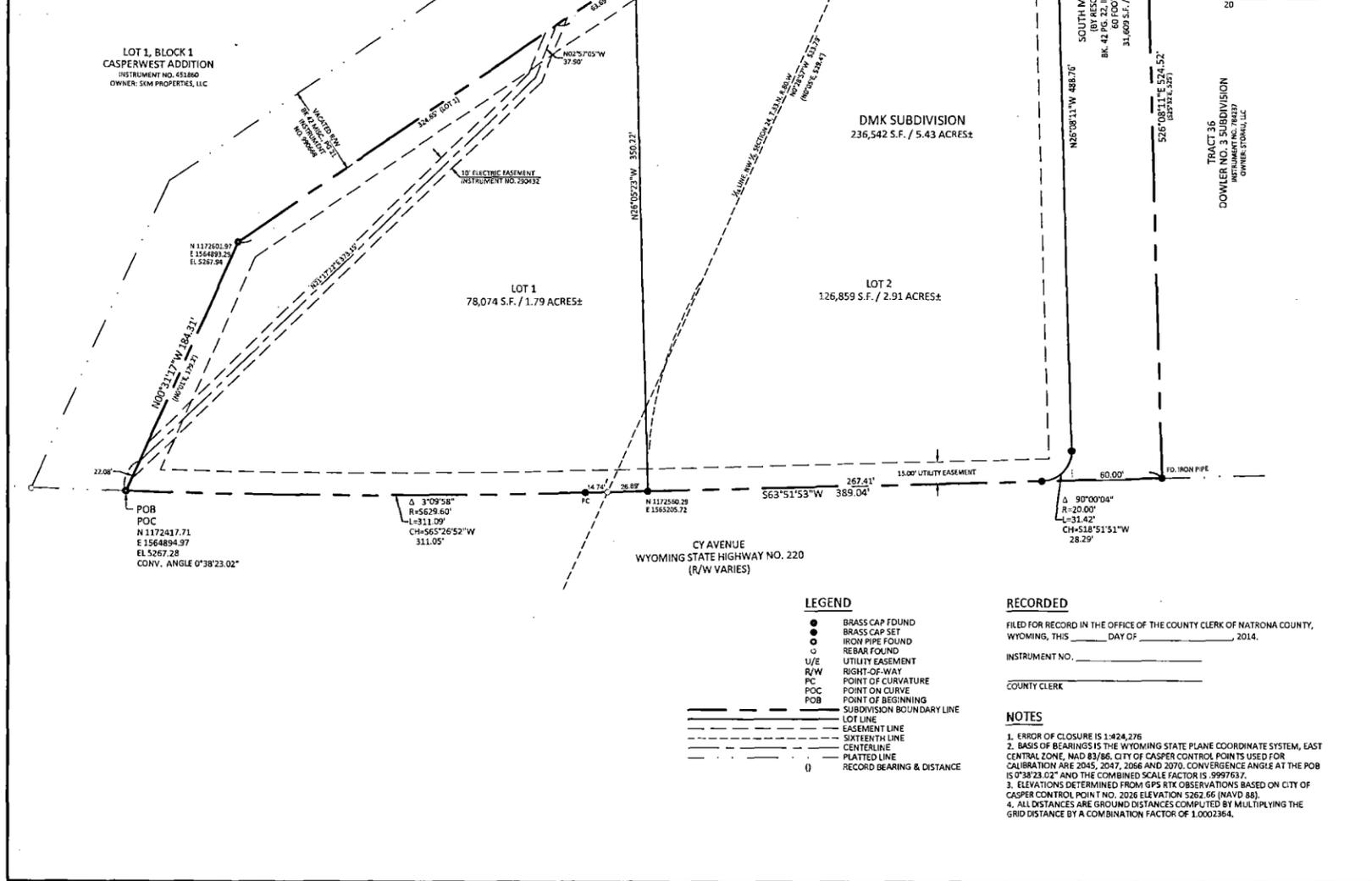


Legend

- Half Mile Radius
- Casper City Limits
- Annexation Area



LOCATION MAP
CASPER, WYOMING
SCALE: 1"=600'



LEGEND

●	BRASS CAP FOUND
○	BRASS CAP SET
○	IRON PIPE FOUND
○	REBAR FOUND
U/E	UTILITY EASEMENT
R/W	RIGHT-OF-WAY
PC	POINT OF CURVATURE
POC	POINT ON CURVE
POB	POINT OF BEGINNING
---	SUBDIVISION BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	SIXTEENTH LINE
---	CENTERLINE
---	PLATTED LINE
()	RECORD BEARING & DISTANCE

RECORDED
FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING, THIS _____ DAY OF _____, 2014.
INSTRUMENT NO. _____
COUNTY CLERK _____

NOTES

1. ERROR OF CLOSURE IS 1:424,276
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 83/86. CITY OF CASPER CONTROL POINTS USED FOR CALIBRATION ARE 2045, 2047, 2056 AND 2070. CONVERGENCE ANGLE AT THE POB IS 0°38'23.02" AND THE COMBINED SCALE FACTOR IS .9997637.
3. ELEVATIONS DETERMINED FROM GPS RTK OBSERVATIONS BASED ON CITY OF CASPER CONTROL POINT NO. 2026 ELEVATION 5282.66 (NAVD 88).
4. ALL DISTANCES ARE GROUND DISTANCES COMPUTED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.0002364.

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF NATRONA } 55

THE UNDERSIGNED, JOHN V. AND KAROL BYLEVELD, CO-OWNERS OF J&J ENTERPRISES, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING PARCEL OF LAND LOCATED IN THE SW¼ NW¼ AND THE SE¼ NW¼ OF SECTION 24, T.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING BEING TRACTS 37 AND 38, DOWLER NO. 3 SUBDIVISION AS DESCRIBED IN INSTRUMENT NO. 784237 AND RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK AND RECORDS IN CASPER, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF CASPERWEST ADDITION, AS DESCRIBED IN INSTRUMENT NO. 451860 AND RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK AND RECORDS IN CASPER, WYOMING, BEING A FOUND BRASS CAP AT THE INTERSECTION OF THE WESTERLY LINE OF SAID TRACT 38 AND THE NORTHERLY RIGHT-OF-WAY LINE OF CY AVENUE (AKA WYOMING HIGHWAY 220); THENCE FROM SAID POINT OF BEGINNING N0°31'17"W ALONG THE WESTERLY LINE OF SAID TRACT 38, 184.31 FEET TO A FOUND BRASS CAP; THENCE N31°09'22"E ALONG THE NORTHWESTERLY LINE OF SAID TRACTS 37 AND 38, 847.17 FEET TO A SET BRASS CAP; THENCE N63°51'04"E ALONG THE NORTH LINE OF SAID TRACT 37, 75.74 FEET TO A SET BRASS CAP; THENCE S26°08'11"E ALONG THE EASTERLY LINE OF SAID TRACT 37, 524.52 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF CY AVENUE (AKA WYOMING HIGHWAY 220) AND A SET BRASS CAP; THENCE S63°51'53"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 389.04 FEET TO A SET BRASS CAP; THENCE ALONG AN ARC OF A CURVE TO THE RIGHT 311.05 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 5629.50 FEET, A CENTRAL ANGLE OF 3°09'58" AND CHORD BEARING S65°26'52"W, 311.05 FEET, CONTAINING 236,542 SQUARE FEET, OR 5.43 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY OTHER RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THIS PARCEL OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "DMK SUBDIVISION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT", AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

EXECUTED THIS _____ DAY OF _____, 2014.

BY: JOHN V. BYLEVELD, CO-OWNER OF J&J ENTERPRISES
BY: KAROL BYLEVELD, CO-OWNER OF J&J ENTERPRISES

STATE OF WYOMING }
COUNTY OF NATRONA } 55

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2014 BY JOHN V. BYLEVELD, CO-OWNER OF J&J ENTERPRISES.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC _____

STATE OF WYOMING }
COUNTY OF NATRONA } 55

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2014 BY KAROL BYLEVELD, CO-OWNER OF J&J ENTERPRISES.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC _____

SURVEYOR'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF FREEMONT } 55

I, RANDALL S. STELZNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, LICENSE NO. 5134, DO HEREBY STATE THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN DURING ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN THE MONTH OF JULY, 2014, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL BOUNDARY CORNERS ARE WELL AND ACCURATELY MONUMENTED WITH BRASS CAPS (OR AS NOTED) AS OF THE DATE OF THIS SURVEY, AND THAT ALL LOT CORNERS HAVE BEEN MONUMENTED AS SHOWN UPON THE PLAT. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 83/86, CITY OF CASPER GIS DATUM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RANDALL S. STELZNER THIS _____ DAY OF _____, 2014.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC _____

APPROVALS

NATRONA COUNTY, WYOMING, HEREBY GIVES UP ALL OF ITS RIGHT, TITLE AND INTEREST IN THE EAST 60 FEET OF TRACT 37, DOWLER NO. 3 SUBDIVISION, INSTRUMENT NO. 784237, AS CONTAINED IN RESOLUTIONS RECORDED JANUARY 7, 1963, AND RECORDED AS INSTRUMENT NO. 990669 IN NATRONA COUNTY, WYOMING CLERK'S OFFICE, TO THE CITY OF CASPER, WYOMING, A MUNICIPAL CORPORATION.

BILL McDOWELL
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS NATRONA COUNTY, WYOMING

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING. THIS _____ DAY OF _____, 2014.

ATTEST: _____ SECRETARY
_____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____ DULY PASSED, ADOPTED, AND APPROVED THIS _____ DAY OF _____, 2014.

ATTEST: _____ CITY CLERK
_____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2014.

CITY ENGINEER _____

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2014.

CITY SURVEYOR _____



SEP 10 2014

2013 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS									
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	NPWS	CASPER MOUNTAIN	SD #1
Dist #	150	151	152	153	154	155	125	121	120
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
School District # 1									
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bond & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL SCHOOL DISTRICT	32.500	32.500							
Community College									
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890
TOTAL COMMUNITY COLLEGE	7.390	7.390							
Natrona County									
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
TOTAL NATRONA COUNTY	12.000	12.000							
County Weed & Pest	1.000	1.000							
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000			
Sewer, Water. & Fire Bonds							8.000		
Fire Protection							3.000	3.000	3.000
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	75.890	67.890	67.890

UTILITIES

Rocky Mountain Power

Attn: Leslie Blythe
2840 East Yellowstone Hwy
Casper, WY 82609

Century Link

Timothy Doyle
103 North Durbin Street
Casper, WY 82601
(307) 235-2479

Century Link

Tim Doyle
CenturyLink Engineer II
for Casper and Glenrock WY
4719 Ridge Rd
Cheyenne WY
Office# 307-771-6417
Cell# 307-509-9905

Charter

Bob Casados
451 South Durbin Street
Casper, WY 82601

SourceGas

Kelly Spitz
1535 East Yellowstone
Casper, WY 82601
(307) 261-3321

RESOLUTION NO. _____

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF 5.43-ACRES, DESCRIBED AS THE DMK SUBDIVISION (A REPLAT OF TRACTS 37 AND 38, DOWLER #3 SUBDIVISION), NATRONA COUNTY, WYOMING

WHEREAS, the hearing to determine whether the above described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the 5.43-acre parcel being eligible for annexation.

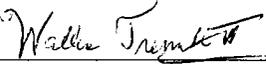
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for an November 18, 2014 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune October 20, 2014 and October 24, 2014; and notice was given as provided by Wyoming State Statute 15-1-405.

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

ORDINANCE NO. 25-14

AN ORDINANCE APPROVING THE ANNEXATION, REPLAT
AND ZONING CREATING THE DMK SUBDIVISION; AND
ALSO APPROVING THE DMK SUBDIVISION AGREEMENT

WHEREAS, J & J Enterprises, a Wyoming partnership, has applied to annex, replat and zone as C-4 (Highway Business) a 5.43-acre parcel, currently described as Tracts 37 and 38, Dowler No. 3 Subdivision, Natrona County Wyoming, to create the DMK Subdivision to the City of Casper; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the replat creating the DMK Subdivision, and the zoning of the same as C-4 (Highway Business), following a public hearing on August 26, 2014.

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

SECTION 1:

The annexation of a 5.43-acre parcel to create the DMK Subdivision is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The replat of Tracts 37 and 38, Dowler No. 3 Subdivision to create the DMK Subdivision is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and J & J Enterprises is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

The DMK Subdivision is hereby zoned C-4 (Highway Business).

SECTION 5:

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

PASSED on 1st reading the 7th day of October, 2014.

PASSED on 2nd reading the 21st day of October, 2014.

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

APPROVED AS TO FORM:

Walter Truett

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

CHARLIE POWELL
Mayor

January 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition” complies with W.S. §15-1-402.

Recommendation:

That Council continue the public hearing to the March 17, 2015 City Council meeting, for consideration of a resolution finding that the annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition” complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming Statutes pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that was prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

Prior to the completion of the annexation of the area, the property owners are required to execute an annexation agreement with the City. The annexation agreement has not yet been signed by the property owner; therefore, staff is requesting a continuance to the March 17, 2015 City Council meeting. According to State Law, annexations must be completed within 180-days. The March 17th, 2015 City Council meeting is the last meeting available in which the applicants can meet the 180-day time limitation. If the annexation agreement is not executed, then the annexation petition will become null and void, and the annexation process must start over.

January 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of an annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition,” the zoning of said property as PUD (Planned Unit Development) for inclusion into the McMurry Business Park PUD, and also approving the associated Annexation Agreement.

Recommendation:

That Council continue, to the March 17, 2015 City Council meeting, the third and final reading of the ordinance approving the annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition,” the zoning of said property as PUD (Planned Unit Development), and also approving the associated Annexation Agreement.

Summary:

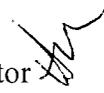
VA Resources, LLC and Eastgate Ranches, LLC have applied to annex 23.43-acres, more or less, being referred to unofficially as “The Open Space Addition,” generally located south of East 2nd Street, and west of The Heights Addition. The applicants are requesting that the property be zoned PUD (Planned Unit Development) and incorporated into the McMurry Business Park PUD. The current zoning of the property, under the Natrona County Zoning Resolution, is UA (Urban Agriculture). The property is not being platted at this time; and instead is being annexed via an annexation map (or survey).

In the spring of this year, the City Council considered, and approved, amendments to the McMurry Business Park PUD Guidelines. As a condition of approval, the applicants were required to annex the subject property to the City, and incorporate it into the McMurry Business Park PUD in order to satisfy the minimum open space requirements for the PUD. The original PUD Guidelines that were approved in July of 2005 were confusing as to how the open-space requirements for the PUD were to be met. The revision that occurred this year clarified the open-space and landscaping requirements. Although 73.6-acres were removed from the McMurry Business Park PUD at that time, the amount of open space fell short of the fifteen percent (15%) required; therefore, the applicants proposed to add additional open-space area to the west side of the McMurry Business Park to meet the minimum open-space requirement.

Prior to the completion of the annexation of the area, the property owners are required to execute an annexation agreement with the City. The annexation agreement has not yet

been signed by the property owner; therefore, staff is requesting a continuance to the March 17, 2015 City Council meeting. According to State Law, annexations must be completed within 180-days. The March 17th, 2015 City Council meeting is the last meeting available in which the applicants can meet the 180-day time limitation. If the annexation agreement is not executed, then the annexation petition will become null and void, and the annexation process must start over.

January 20, 2015

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director 
SUBJECT: Issuance of Restaurant Liquor License No. 24

Recommendation:

That Council, by minute action, authorize the issuance of a Restaurant Liquor License to Rena's Lime Leaf Asian Bistro, Inc, d.b.a. Lime Leaf Asian Bistro, located at 845 E 2nd Street.

Summary:

An application has been received for a Restaurant Liquor License, Rena's Lime Leaf Asian Bistro, Inc, d.b.a. Lime Leaf Asian Bistro, located at 845 E 2nd 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).

January 14, 2015

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: County Plat Approval, RSSI Simple Subdivision

Recommendation:

That Council, by resolution, approve the RSSI Simple Subdivision, located in unincorporated Natrona County, generally east of Old Salt Creek Highway and south of Skyview Drive.

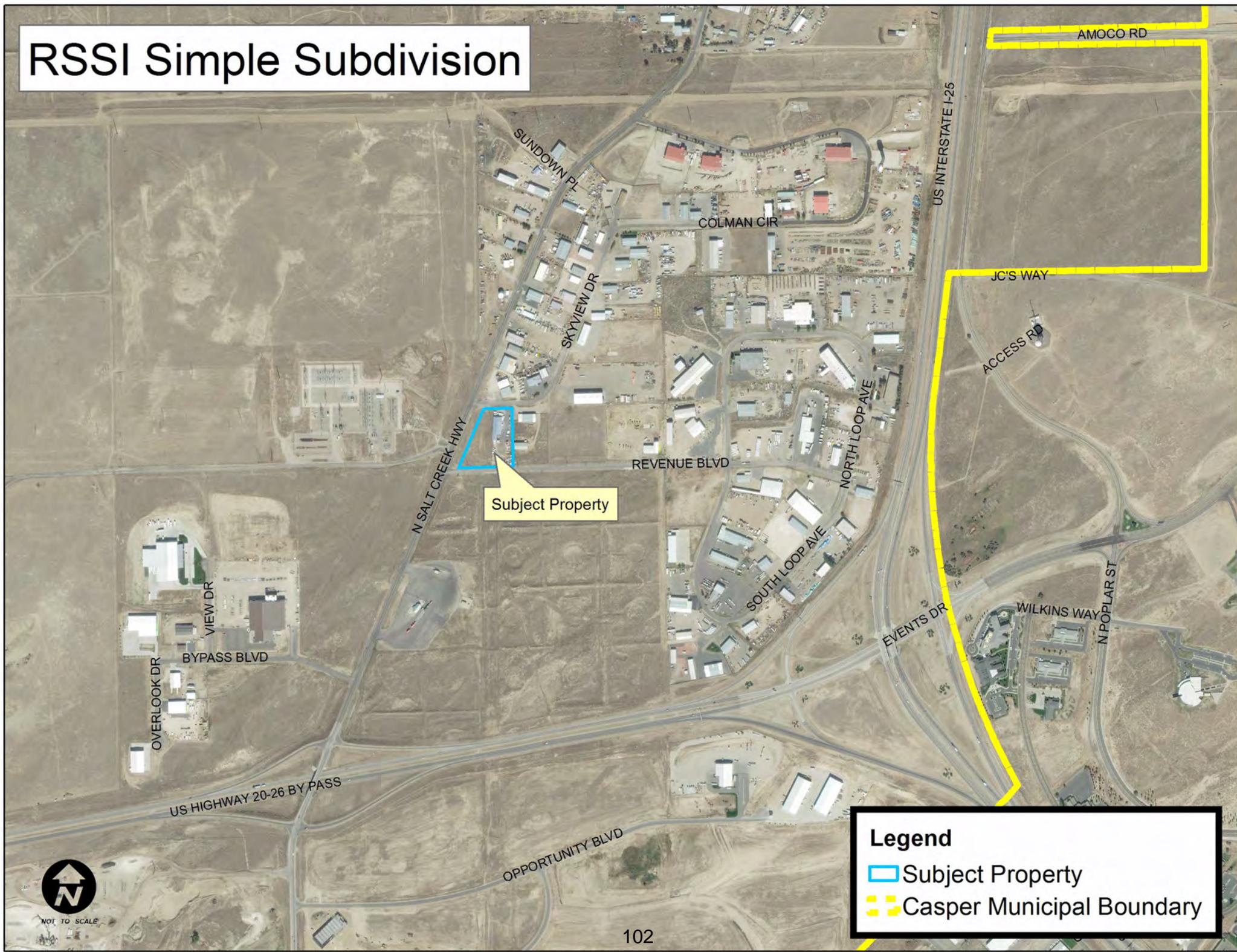
Summary:

Application has been made by RSSI Building, LLC, to vacate and replat Lot 27, Skyview Industrial Park to create the RSSI Simple Subdivision. The proposed RSSI Simple Subdivision is located southeast of the intersection of Skyview Drive and Old Salt Creek Highway, and encompasses approximately 2.7-acres, more or less. The simple subdivision is subdividing a single lot and creating two (2) new lots, each approximately 1.3-acres in size, more or less.

Pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality. As growth occurs, and county subdivisions on the fringes are absorbed, problems can occur when those subdivisions are not designed according to the minimum standards of the municipality. In this case, the proposed subdivision is located within a mile of the City of Casper.

The RSSI Simple Subdivision is currently served by the Wardwell Water and Sewer District who supplies both retail water and sewer service. A resolution has been prepared for Council's consideration, authorizing the Mayor to sign the plat creating the RSSI Simple Subdivision in Natrona County.

RSSI Simple Subdivision



Subject Property

Legend

- Subject Property
- Casper Municipal Boundary



NOT TO SCALE

RESOLUTION NO. 15-5

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "RSSI SIMPLE SUBDIVISION" A VACATION AND REPLAT OF LOT 27, SKYVIEW INDUSTRIAL PARK, BEING PART OF NE1/4 SECTION 31 AND NW1/4 SECTION 32, T.34N., R.79W., OF THE 6TH P.M., NATRONA COUNTY, WYOMING

WHEREAS, application has been made for County subdivision approval of the RSSI Simple Subdivision, comprising 2.7-acres, more or less, and creating two (2) lots; and,

WHEREAS, pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

WHEREAS, the RSSI Simple Subdivision is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the RSSI Simple Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving and authorizing the Mayor to sign the plat of the RSSI Simple Subdivision.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

January 20, 2015

MEMO TO: John C. Patterson, City Manager

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

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

Recommendation:

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

Summary:

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

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

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

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

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

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

A resolution is prepared for Council's consideration.

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

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by May 30, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 13, 2015.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine Dollars (\$993,149.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

8.17 Drawings (Pages 1-20)

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:

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



DATED this _____ day of _____, 2015.

ATTEST:

CONTRACTOR:

Daktronics, Inc.
201 Daktronics Drive
Brookings, SD 57006

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald
Title: City Clerk

Title: Mayor

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 993,149

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

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

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

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

Submitted on December 19, 2014.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: N/A

Business Address: N/A

Phone Number: N/A

A PARTNERSHIP

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

N/A
(General Partner)

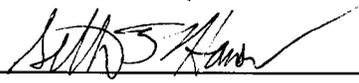
Business Address: N/A

Phone Number: N/A

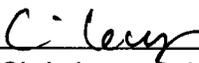
A CORPORATION OR LIMITED LIABILITY COMPANY

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

State of South Dakota
(State of Incorporation or Organization)

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

(Seal)

Attest: 
Chris Lecy, Sales Coordinator

Business Address: 201 Daktronics Drive
Brookings, SD 57006

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

A JOINT VENTURE

By: N/A (seal)
(Name)

(Address)

By: N/A (seal)
(Name)

(Address)

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

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

Bid Date: November 26, 2014

COMPANY NAME: Daktronics, Inc.

ADDRESS: 201 Daktronics Drive
Brookings, SD 57006

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

LS = Lump Sum
 SY = Square Yard

R&R = Remove and Replace
 FA = Force Account

LF = Linear Feet
 CY = Cubic Yard

F&I = Furnish and Install
 EA = Each

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

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

Dollars (\$ 993,149)

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

Pixel Pitch: 10mm

Matrix Size: 192 x 416

Approximate Active Area: 6.24' High x 13.52' Wide

LEDs Illuminate Red, Green, and Blue

Add to Base Price: \$ 24,750



DAKTRONICS.COM

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

City of Casper
200 North David Street
Casper, Wyoming 82601

December 23, 2014

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

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

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

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

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

or

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

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

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

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

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: December 9, 2014

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

APPROVED: (CITY OF CASPER)

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

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

Daktronics, Inc.
Firm

Chris Lecy Chris Lecy
By: Signature

Sales Coordinator
Title

December 10, 2014
Date Received

Addendum 1, Page 1 of 3

ADDENDUM NO. 2

for the construction of

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

for the City of Casper, Wyoming

ADDENDUM DATE: December 9, 2014

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

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

SECTION II – BID DOCUMENTS

Bid Schedule

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

SECTION III – TECHNICAL SPECIFICATIONS

Special Provisions (Section 01650)

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

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

Special Provisions (Section 01810)

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

APPENDIX – DRAWINGS

Casper Events Center - Electrical

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

Addendum 1, Page 2 of 3

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

Casper Events Center Diagram & Marquee Sites

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

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

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

RESOLUTION NO. 15-6

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Daktronics, Inc., for those services, in the amount of Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine and 00/100 Dollars (\$993,149.00).

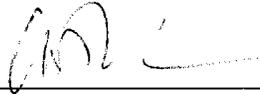
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Nine Hundred Ninety-Three Thousand One Hundred Forty-Nine Dollars (\$993,149.00), and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

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

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



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

CHARLIE POWELL
Mayor

January 20, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services with WLC Engineering, Surveying and Planning
Country Club Road Improvements Project, No. 14-04

Recommendation:

That Council, by resolution, authorize a contract for professional services with WLC Engineering, Surveying, and Planning (WLC), for engineering design and construction administration services for the Country Club Road Improvements, Project No. 14-04, in the amount of \$220,100.

Summary:

Country Club Road is a collector street that helps connect East 2nd Street to East 12th Street and East 15th Street. This project is planned for improvements from East 2nd Street to East 7th Street, and from East 12th Street to East 15th Street. These sections have aging metal water mains, poor longitudinal drainage with some damaged curbwalk, and an increasing need for street re-surfacing. The Country Club Road corridor also has little to no ADA ramps in these two sections.

The Country Club Road Improvements project will include the replacement of approximately 4,000 feet of water main; evaluation and extension of the storm sewer system as needed; replacement of all broken curb and gutter to ensure positive drainage to all storm sewer inlets; installation of ADA ramps at each intersection; mill and overlay of the street corridor; and installation of inlaid traffic striping.

Two additional nearby areas are also planned for water main replacement due to aging metal water mains. Those two sections will be East 5th Street (Country Club Road to Illinois Avenue) and East 7th Street (Missouri Avenue to Beverly Street).

WLC demonstrated the highest level of expertise in street and infrastructure improvements and was selected to provide the geotechnical study, storm sewer analysis, and design services.

The estimated construction cost for the Country Club Road Improvements is \$1,700,000.

Funding for this project will be from Water Fund Reserves and Arterial and Collector Street Funds all supplemented by 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. WLC Engineering, Surveying & Planning (WLC), 200 Pronghorn, Casper, Wyoming, 82601 (“Consultant”).

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

RECITALS

A. The City is undertaking the replacement of approximately 4,000 LF of water main, replacement of broken curb and gutter, installing ADA ramps, and mill and overlay of Country Club Road between East 2nd and East 7th Streets, and East 12th and East 15th Streets.

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

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

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

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

1. SCOPE OF SERVICES:

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

A. Design Phase

1. The design includes replacement of water mains, evaluation and modification of the storm sewer system, as well as street improvements to include concrete edge treatments, ADA ramps and truncated dome mats, re-surfacing by mill and overlay, and striping and signage.

2. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially existing roadway widths, utility locations, right-of-way, topographic data, surface elevations, etc. The Consultant shall utilize base mapping provided by the City from the City's GIS database for plan sheet preparation.
3. The Consultant shall coordinate with City on all specific project requirements and other work related to the project.
4. The Consultant shall coordinate with utility providers for their utility relocations and/or upgrades.
5. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.
6. The Consultant shall perform soil borings for the Consultant to evaluate existing street sections for asphalt thickness, crushed base thickness, and subgrade soil conditions. Consultant shall prepare a Geotechnical Report to substantiate or deny the validity of the mill and overlay construction process for the new street section. The presence of any groundwater or volatile organic compounds (VOCs) shall be noted in the report with recommendations as to design modifications necessary to mitigate the problem areas.
7. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
8. The Consultant shall meet with City representatives during the course of preparing drawings and specifications to discuss the status of the project. Consultant shall prepare and distribute minutes of all progress meetings.
9. The Consultant shall submit three (3) sets of final plans and project manuals to the Wyoming Department of Environmental Quality (WDEQ) at least forty-five (45) days prior to the opening of bids, and after City review of the "draft" construction drawings and specifications. Consultant shall take the necessary measures to obtain the Permit to Construct, including preparation of the necessary project design report(s) for WDEQ consideration for approval, and all requests from WDEQ for supplemental information, if any, after the initial submittal.
10. The Consultant shall attend any special meetings with the City Manager or City staff, relating to the performance of this contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and

associated time applied to the project, in addition to an itemization of expenses. As a minimum, monthly progress meetings shall be attended by the Consultant and the City.

B. Construction Drawings

1. The Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. "Half size" (11"X 17") plan sheets shall be used, and all information on the drawings shall be legible.
2. Consultant shall prepare plans and specifications. Plan and profile sheets shall consist of a horizontal scale not less than 1"=50', and an appropriate vertical scale, indicating the proposed improvements and utility conflict locations. The Consultant shall provide detail sheets as necessary.
3. Plan information shall include parcel lines; rights-of way; existing and proposed easements; existing and proposed alignments of storm sewer lines; existing alignments of water and sanitary sewer lines; existing underground utilities; relocation of any non-storm sewer underground utilities; length and grade of pipes in plan/profile view; pipe materials and sizes; locations of manholes, valves, and fire hydrants; and any relative asphalt or concrete limits.
4. Profile information shall include estimated depths of underground utilities and alignments of proposed utilities. Proposed underground utilities shall include estimated grades, stationing, and lengths.
5. Preliminary Design Drawings (50% drawings) and Final Design Drawings shall be in computer-aided drafting format. This format shall be compatible with AutoCAD Version 2007 or newer. The Consultant shall coordinate all AutoCAD requirements to ensure one hundred percent (100%) compatibility with the City's AutoCAD system. The Final Design Drawings shall be sealed by a Professional Engineer licensed in the State of Wyoming.
6. The Consultant shall provide the City Engineering Office two (2) copies of the Preliminary Design Drawings (50% drawings) and Project Manuals to be reviewed by City staff. Consultant shall then provide four (4) copies of the Final Design Drawings and Project Manuals, for approval prior to project advertising. The approved corrected drawings shall be delivered to the City two (2) weeks prior to project advertising.
7. Consultant shall provide the City Engineering Office a copy of Final Design Drawings of the Project in AutoCAD and PDF format on one set

of compact discs (CD's) labeled as "*Final Design Drawings – Country Club Road Improvements - Project No. 14-04*".

C. Project Manual

1. Consultant shall prepare Technical Specifications covering the required work for the utility replacements and street work.
2. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
3. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the City'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 final review by the City, Consultant shall incorporate any changes into the Project Manual.
4. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.
5. Two (2) weeks prior to project advertisement, the Consultant shall provide the City Engineering Office a final copy of the Project Manual in MS Word and PDF format on one set of compact discs (CD's) labeled as "*Bidding Documents – Country Club Road Improvements – Project No. 14-04*".

D. Subconsultants

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

E. Advertising and Bidding Phase

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

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

1. Water, Sanitary Sewer & Storm Sewer system modeling/mapping.
2. Contract front-end documents.
3. GIS base map coverages.

G. Construction

1. General Administration of Construction Contract. Consultant shall consult with and advise City and act as City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and City may otherwise agree in writing. All of City's instructions to Contractor(s) will

be issued through Consultant who will have authority to act on behalf of City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with City throughout the construction phase as deemed necessary by the Consultant or City, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the City. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.
 - b. The RPR will be Consultant's agent or employee and under Consultant's supervision.
 - c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the

construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

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

d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the City, a copy of which shall be given to City no less frequently than one (1) time each week during construction of the Project.

e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, and a brief description of the activity and date. The photograph log shall be delivered to the City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

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

During construction, progress meetings to include City's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be

held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

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

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

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

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

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to City with written comments.
14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.G.12.b above.
15. Record Drawings. The Consultant shall maintain a regularly updated set of "as-constructed" field prints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days after Substantial Completion, Consultant shall deliver to the City Engineering Office one (1) set of reproducible record drawings (11x17 paper copy) showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant. Consultant shall also provide to City a copy of record drawings of the Project in AutoCAD and PDF format on one set of compact discs (CD's) labeled as "*Record Drawings – Country Club Road Improvements - Project No. 14-04*". The AutoCAD record drawings shall utilize the United States National CAD Standards for consistent formatting and input to GIS.
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting City in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately

eleven (11) months after the Final Completion date for construction, and follow-up.

17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the City for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.G.1. through I.G.17. inclusive above shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 4th day of December, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Two Hundred Twenty Thousand One Hundred and 00/100 Dollars (\$220,100.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Fremont III

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS

CONSULTANT

By: Scott R. Baxter

By: Shane M. Porter

Printed Name: Scott R. Baxter

Printed Name: Shane M. Porter

Title: Associate Engineer

Title: Project Manager, Principal

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	\$1,000,000

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only

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

RESOLUTION NO. 15-7

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING AND PLANNING, FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE COUNTRY CLUB ROAD IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide engineering design and construction administration services for the Country Club Road Improvements Project; and,

WHEREAS, WLC Engineering, Surveying, and Planning is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WLC Engineering, Surveying, and Planning, in the amount of Two Hundred Twenty Thousand One Hundred Dollars (\$220,100.00) 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 Two Hundred Twenty Thousand One Hundred Dollars (\$220,100.00).

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

CHARLIE POWELL
Mayor

January 20th, 2015

MEMO TO: John C. Patterson, City Manager
FROM: VH McDonald, Assistant City Manager 
SUBJECT: Casper City Council Chambers Technology Upgrade

Recommendation:

That Council, by resolution, authorize a contract with Nordic Sound Incorporated DBA Nordic Sound, in an amount not to exceed \$126,876, to provide professional services for the design, configuration and installation of an Audio/Visual Technologies Upgrade for the City's Council Chambers.

Summary:

The last major revision to the City of Casper's Council Chambers A/V Technology was in 1993. Since that time, numerous advances have occurred in technology used to facilitate and document city meetings, including voting records, high-definition video projection, presentations, and broadcasting equipment necessary to meet the future needs of the City. Updating the chambers A/V technology was defined as a priority for the current fiscal year.

One company responded to an RFP issued this past September. A team of City staff reviewed the proposal and interviewed the company – Nordic Sound. Although the only respondent, the company has a solid understanding of the project and has offered a solution that will greatly improve the audio and visual capabilities in Council Chambers. Nordic Sound is also a local company that will be able to provide timely support on the system. Upon approval of the contract, Nordic Sound will begin by ordering and assembling equipment and meeting with City stakeholders early in the design process to ensure City expectations are being met. The new system is expected to be commissioned in the first quarter of 2015.

Brief descriptions of proposed changes are as follows:

- Audio: The entire audio system will be replaced.
 - All existing microphones will be replaced. The lapel mics at council seating area will be replaced with wired mutable gooseneck mics.

- Two AV input jacks will be installed for presentations by staff and/or the public. One will be located at the lectern and the other at the City Manager's seat at the staff table.
 - New in-ceiling speakers will be adapted into existing speaker locations to minimize penetrations and 16 cloud ceiling tiles will be hung from the ceiling to reduce audio reflections.
 - ADA compliance for hearing assistance will be provided via (4) new FM transmitter/receivers.
- Video: Use of the existing rear projection system will be replaced with multiple high definition television screens, and the existing document viewer (Elmo) will be replaced with a ceiling mounted document camera. The existing voting system will also be replaced.
 - Two 70" televisions will be installed on the façade above where audience seating begins. These are primarily to improve far rear audience vision.
 - Two 80" televisions will be installed where the large clock and voting box are currently mounted on the wall. This will be used for document viewing, media presentation, and voting result display.
 - Three 32" televisions will be installed on the back side of the staff table in order to provide improved viewing for Council Members. The video feed from the 80" screens will be mirrored on these displays.
 - City Manager's seat at staff table will have two displays; one will be mirrored with those above, while the other will be used to preview media before being shown on primary display.
 - The video system will be programmed with an overlay so that voting results can be displayed on all screens.

Funding in the amount of \$40,000 is budgeted in Council Technologies. The remaining \$86,876 will be funded from Council Goals.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 9th day of January, 2015, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Nordic Sound Incorporated dba Nordic Sound, PO BOX 2296, Casper, WY, 82602 (“Contractor”).

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

RECITALS

- A. The City is undertaking a project to upgrade its City Council Chambers Audio Visual Technology System.
- B. The project requires professional services for provision, installation, programming, maintenance and training, regarding such a system.
- 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. Complete installation of new audio and video system:

- a. Contractor shall provide a turnkey solution to replace in its entirety, the audio, visual, and voting systems in Council Chambers, including, but not limited to all equipment listed in Attachment A.

B. Research and Planning:

- a. Contractor shall familiarize itself with the City's Council Chambers, and the City's information technology environment. City will cooperate with Contractor to provide necessary access to the City's physical and technological structures and systems.
- b. Contractor shall research and design an installation method, and provide final design plans for approval from the City before proceeding.
- c. Contractor shall complete the requirements of this section, 1.B, "Research and Planning," and provide update to City, before proceeding on to steps 1.C, 1.D, or 1.E.

C. Initial Provision and Installation of Equipment:

- a. Contractor shall provide, configure, and install all equipment and materials as listed in Attachment A (1 Page).
- b. Contractor shall provide any and all additional parts or components required for the successful installation of the system. This includes, but is not limited to, mounting hardware, electrical work, wiring, and conduit.
- c. The City will have the option to retain any existing components or devices that are removed or not utilized.
- d. Acoustical Cloud Ceiling Panels - color & appearance must be approved by City Staff.

D. System Testing:

- a. Contractor shall test the system to ensure that the software is fully functional. Upon completion of system testing, the Contractor shall provide a letter certifying that the system is complete and fully functional.

E. Training:

- a. Contractor shall provide one (1) eight (8) hour day of on-site training for City staff.
 - i. Trainer shall have a thorough understanding of the Savant system, including how it works and how it is most effectively used.
 - ii. Trainer shall be an experienced trainer who is able to effectively communicate with City users with varying levels of expertise with computers and technologies.

F. Software and Equipment Warranty and Maintenance:

- a. In addition to the standard manufacturer's warranty, Contractor shall warranty any and all professional services for one (1) year.

- b. Upon final completion of the project, contractor shall provide, programming documentation, wiring diagrams, manuals and user guides for the system.

G. In accordance with the project, the City shall:

- a. Ensure adequate space, and environmental requirements as recommended by Contractor.
- b. Assign a person to work directly with the Contractor as the main point of customer contact.
- c. Provide information, within the scope of the project, as requested by the Contractor.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Twenty-six Thousand Eight Hundred Seventy-Six Dollars (\$126,876).

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.

The Contractor shall invoice the City as follows:

- A. 30% upon contract execution (\$38,063).
- B. 30% upon completion of Section 1.B, and provision of the highlighted equipment listed in Attachment A (\$38,063).
- C. 40% upon final acceptance by the City (\$50,750).

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

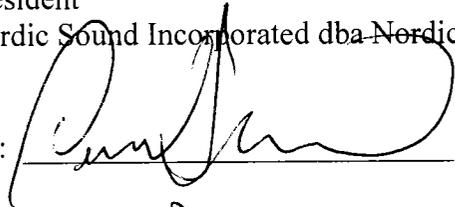
V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS

CONTRACTOR
David Thorson
President
Nordic Sound Incorporated dba Nordic Sound

By: _____

By: 

Printed Name: _____

Printed Name: David Thorson

Title: _____

Title: President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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.

Attachment A

City of Casper Council Chambers AV Equipment

Quantity	Model/Part#	Description
2	Sharp LC-80LE650U	80" Sharp LCD Display
2	Sharp LC-70LE757U	70" Sharp LCD Display
2	Chief Mount	Landscape Mount LCD
2	Chief PCSUB	Ceiling Mount for 70" TV
2	Chief CMA115	Ceiling Plate
2	Chief CMS018024	Adjustable Pipe
3	Planar SL3250	Planar 32" Commercial LCD Display
3	Chief TS318S	Articulating Wall Mount
1	WolfVision Eye-14	WolfVision Eye-14 Ceiling Mounted Document Camera
1	WolfVision Work Surface	Work Surface for Transparencies
1	WolfVision Sheets	Whiteboard sheets(2 each)
1	Lectrosonics SPN1612	Lectrosonics Aspen Mixer
1	Lectrosonics SPN16i	Lectrosonics Aspen Input Expander
1	Williams Sound FM ADA Kit 1	Williams Sound FM ADA Kit
2	Williams sound FM Rx Kit	Williams Sound FM FM Receivers
12	Shure MX410LP/S	Shure 10" Gooseneck Mic - No Preamp
1	Shure MX 415/S	Shure 15" Gooseneck Mic
13	MX400DP	Shure Preamp Desktop Base for MX Mics
1	Redundant Pro Host SSD	Savant Primary and Redundant Hos with SSD
1	Pro Host SSD	Savant Host for Video Overlay
2	Savant RCK-400-00	Rack Mount Kit for Savant Hosts
1	Pri OSL	Savant Host OS License
1	Sec OLS	Savant Redundant Host OS License
1	SSP-1200R-02	Savant Smartmedia Pro 12 Module Chasis
2	VIM-DSP4	Savant Digital Video Input Module
1	VOM-SV02-00	Savant Digital Video Output Module
1	VOM-VPS02-02	Savant Digital Video Output Module
1	VOM-LN04-00	Savant Smartlink 4Port Output Module
1	AIM-BAL16-01	Savant Balanced Audio Input Module
1	AOM-BAL16-00	Savant Balanced Audio Output Module
1	SKL-1000	Savant Keypad Link
3	HCX-SLN501-00	Savant HD-BaseT Extenders
4	HRX-SLN501-00	Savant HD-BaseT Receivers
9	Savant Metro Keypads	Savant 1-9 Button Keypads
1	Savant Metro Keypad - 2 Gang	Savant 18 Button Keypad
2	RDL	Unbalanced to Balanced Audio Converter
16	2 x 4 Cloud Panels	2" 2' x 4' Acoustical Panels
1	BlackMagic Design SmartviewDuo	BlackMagic 8" Dual Preview Video Monitor
3	BlackMagic Design SDI to HDMI Converters	BlackMagic Design SDI to HDMI Converter
3	BlackMagic Design HDMI to SDI Converter	BlackMagic Design HDMI to SDI Converter
1	BlackMagic Design SDI to Analogue Converters	BlackMagic Design SDI to Analogue Converters
1	MiddleAtlantic WRK 37	37U Equipment Rack
8	Soundtube CM-600i	Sound Tube InCeiling 6" Speakers
4	Soundtube CM42-EZ	Soundtube InCeiling 4" Speakers
2	Furman PCL 8	Furman Power Conditioning Surge Suppressor
1	QSC CX204V	QSC 4 Channel 70V Amplifier
1	Misc Parts	Cable and Parts
1	Electrical Labor	Power to New TVs

50	Hours Programming Labor	System and Video Overlay Programming
150	Hours Installation Labor	Man Hours of Installation
30	Hours Labor Ceiling TV Install	Man Hours of Installation
30	Hours Commissioning	Hours of Commissioning and System Balancing
8	Hours Training	System Training and Orientation

RESOLUTION NO. 15-8

A RESOLUTION AUTHORIZING A CONTRACT WITH NORDIC SOUND TO PROVIDE PROFESSIONAL REDESIGN AND INSTALLATION SERVICES FOR THE CITY'S COUNCIL CHAMBERS AUDIO VISUAL SYSTEM.

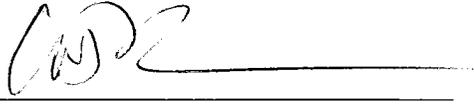
WHEREAS, the City of Casper desires professional services to design and install the solution.

WHEREAS, Nordic Sound located in Casper, Wyoming, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Nordic Sound, for professional services to provide a redesign and installation of the City's Council Chambers Audio Visual system, in accordance with the attached agreement, for a base contract amount of One Hundred Twenty-six Thousand Eight Hundred Seventy-Six Dollars (\$126,876), as specified in the contract.

PASSED, APPROVED, AND ADOPTED on this 20th day of January, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Mayor

January 12, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager 

SUBJECT: December 31, 2014 State Small Business Credit Initiative Certification on Use-of-Allocated Funds

Recommendation:

That Council, by resolution, authorize the Mayor to sign the December 31, 2014, State Small Business Credit Initiative Certification (SSBCI) on Use-of-Allocated Funds.

Summary:

The City of Casper, through the SSBCI Laramie Consortium, is one of seventeen Wyoming municipalities participating in the United States Treasury Department State SSBCI Program. The Program provides loan collateral support, in the form of pledged certificates of deposit, to bolster a participating bank's equity requirements of loans to small business and manufacture borrowers who qualify for the program. The Program can also provide Capital Access Programs (angel loan funds). A total of \$13,168,350 is available to the Consortium for program uses and administration costs.

The Consortium has contracted with Wyoming Smart Capital Network, LLC to administer the Program for the Consortium. Additionally, the Consortium contracts with two independent accounting firms two provide auditing services. One firm, Mader Tschacher Perterson & Co, LLC completes certain agreed upon procedures, including review of each proposed loan support transaction for compliance with the federal requirements of the program. The other firm audits Wyoming Smart Capital Network, LLC.

As reported on the Allocation Funds report, through December 31, 2014, of the \$8,691,111 million dollars received from the Treasury Department, \$7,618,735 has been used for loan support and \$347,645 has been used for administrative costs.

The Program requires various periodic reports and certifications be prepared, submitted and signed by all representatives of the participating municipalities. A Certification on Use-of-Allocated Funds is due at the end of each quarter. The December 31, 2014, Certification has been prepared and requires the Mayor's signature. To support the signing of the Certification, a report from Mader Tschacher Perterson & Co, LLC is included.

A resolution has been prepared for Council's consideration.

CERTIFICATION ON USE-OF-ALLOCATED FUNDS

United States Department of the Treasury
Main Treasury Building, Room 1310
1500 Pennsylvania Avenue
Washington, D.C. 20220

Reference is made to:

the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the **United States Department of the Treasury** ("Treasury") and the **Laramie Consortium Participating Municipalities** (the "Participating Municipalities"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement.

The undersigned, on behalf of the Participating Municipalities, hereby makes the following certifications as of the date of this certification:

1. the information provided by the Participating Municipalities under Section 4.7 ("Quarterly Reports") of the Allocation Agreement on the use of Allocated Funds is accurate;
2. funds continue to be available and legally committed to contributions by the Participating Municipality to, or for the account of, Approved Municipal Programs, less any amount that has been contributed by the Participating State to, or for the account of, Approved Municipal Programs subsequent to the Participating Municipalities being approved for participation in the State Small Business Credit Initiative;
3. the Participating Municipalities is implementing its Approved Municipal Program or Programs in accordance with the Act and the regulations or other guidance issued by Treasury under the Act; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipalities is valid and in full force and effect.

By: _____
Name: Charlie Powell
Title: Mayor
Participating Municipality: Casper

Date: _____



INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

To The Board of Directors-
Laramie Consortium

We have performed the procedures for the Quarter Ending December 31, 2014 enumerated below, in Attachment A, which were agreed to by the Board of Directors- Laramie Consortium, solely to assist you in evaluating the completeness, accuracy and compliance with the SSBCI National Standards for Compliance and Oversight, SSBCI Policy Guidelines and the approved procedures and policies of the Board. Management and the Board are responsible for the preparation and compliance requirements of the reports.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we can make no representation regarding the sufficiency of the procedures described in Attachment A either for the purpose for which this report has been requested or for any other purpose.

The procedures and the findings are included in attachment A.

We were not engaged to, and did not, conduct an audit, the object of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the board of directors- Laramie Consortium and management and is not intended to be and should not be used by anyone other than those specified parties.

Mader Tschacher Peterson + Co.

Laramie, Wyoming
January 7, 2015

505 South Fourth, Suite 100
Laramie, Wyoming 82070
(307) 755-1040 FAX (307) 742-4944

Attachment A: Procedures and Findings
For the Quarter Ending December 31, 2014

1. Pursuant the Allocation Agreement dated December 4, 2012 between the United States Department of Treasury and the Laramie Consortium Participating Municipalities, we reviewed the Quarterly Reports prior submission to the Participating Municipalities for certification on the use of allocated funds as further detailed in procedures 2 through 5 below. Our review included the required procedures included Section 4.7 of the Allocation agreement and noted that the program is in compliance with the act, regulations, and other guidance (where applicable) issued with Treasury under the Act.
2. Reviewed the 2014 Fourth Quarter Certification on Use-Of-Allocated Funds prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly certification was complete and accurate. The report reflects that there was \$632,500 in collateral support funds used/allocated in the fourth quarter of 2014.

3. Reviewed the 2014 Fourth Quarter Financial Report prior to submission for accuracy and completeness.

Our review of the report noted that the content of the quarterly financial report was complete and accurate. The report reflects the receipt of the cumulative receipt of program funds in the amount of \$8,691,111 and \$7,618,735 of funds allocated for collateral support through the fourth quarter of 2014.

4. Review supporting documentation for revenue received and expenses incurred for the program for the Fourth Quarter of 2014.

There was \$130,367 in expenses paid for direct administrative costs in the fourth quarter of 2014. The report reflects the cumulative amount of \$347,645 of direct administrative expenses paid through the fourth quarter of 2014. As part of the approval process, we performed the compliance review of the direct administrative expenses and the expenses are in compliance with the program requirements.

5. Reviewed supporting documentation for loan requests prior to final approval under the program for compliance requirements.

There were five loan requests approved in fourth quarter of 2014 and one previously approved loan request that was withdrawn by the recipient.. As part of the approval process, we performed the compliance review of the loan files and the loans are in compliance with the program requirements.

Participating State	Wyoming - Laramie		
For the quarter ending	12/31/2014		
Name and contact information of the person to be contacted on matters involving this quarterly report			
Name	Janine Jordan	Title	City Manager
Email	jjordan@ci.laramie.wy.us	Phone	(307) 721-5226

Check to Update Contact Information

Cumulative funds disbursed to the Participating State **\$8,891,111**
 Allocated funds to the Participating State **\$13,168,360**

ALLOCATED AND RECYCLED FUNDS EXPENDED, OBLIGATED AND/OR TRANSFERRED (EOT) AND EXCLUDING FUNDS EOT FOR ADMINISTRATIVE COSTS									
Approved State Program	Program Type	Cumulative as of Previous Quarter End	Adjustment	Current Quarter	Cumulative	Cumulative Recycled funds as of Previous Quarter End	Adjustment	Current Quarter Recycled EOT	Cumulative Recycled EOT
Credit Guarantee Program	Collateral Support	\$ 6,986,235	\$ -	\$ 632,500	\$ 7,618,735	\$ -	\$ -	\$ -	\$ -
Seed Capital Network Program	Venture Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total funds EOT, excluding funds EOT for administrative costs		\$ 6,986,235	\$ -	\$ 632,500	\$ 7,618,735	\$ -	\$ -	\$ -	\$ -

EOT, expended, obligated, and/or transferred SSBCI funds. SSBCI funds "expended" are funds used to support loans or investments or for administrative expenses. SSBCI funds "obligated" are funds legally committed to support loans or investments, including obligations to intermediaries that operate venture capital funds, and for administrative expenses. SSBCI funds "transferred" are funds transferred to a contracting entity as reimbursement of expenses incurred or to fund a loan or investment.

The instructions for using the Adjustment Column were provided in an email on March 29, 2013. Please reference that email for guidance and email SSBCIquestions@treasury.gov with any concerns.

"Recycled EOT" means the funds expended, obligated, or transferred that came to the State in the form of program income, interest earned or principal repayments, and EOT funds that have been previously loaned/invested. This is distinct from the "Quarterly EOT" column which is for the EOT of the original allocated funds.

ALLOCATED FUNDS EOT FOR ADMINISTRATIVE COSTS				
	Cumulative as of Previous Quarter End	Adjustment	Current Quarter	Cumulative EOT
Direct administrative costs	\$217,278	\$0	\$130,367	\$347,645
Indirect administrative costs	\$0	\$0	\$0	\$0
Total administrative costs	\$217,278	\$0	\$130,367	\$347,645
Administrative costs, as a percent of funds disbursed			4.00%	
Administrative costs, as a percent of allocated funds expended, obligated, and/or transferred			4.56%	

Note: Administrative costs must not exceed the limits imposed by Annex 3 of the Allocation Agreement.

SUMMARY OF USE OF ALLOCATED AND RECYCLED FUNDS									
	Cumulative as of Previous Quarter End	Adjustment	Current Quarter	Cumulative EOT	Cumulative Recycled funds as of Previous Quarter End	Current Quarter Recycled EOT	Cumulative Recycled EOT	Total Quarterly Allocated and Recycled Funds EOT	Total Cumulative Allocated and Recycled Funds EOT
Total funds Expended, obligated, and/or transferred, excluding funds for administrative costs	\$6,986,235	\$0	\$632,500	\$7,618,735	\$0	\$0	\$0	\$632,500	\$7,618,735
Total administrative costs	\$217,278	\$0	\$130,367	\$347,645	N/A	N/A	N/A	\$130,367	\$347,645
Total allocated funds expended, obligated, and/or transferred	\$7,203,513	\$0	\$762,867	\$7,966,380	\$0	\$0	\$0	\$762,867	\$7,966,380

OTHER REQUIRED INFORMATION				
	Cumulative as of Previous Quarter End	Adjustment	Current Quarter	Cumulative Reported
Program income	\$ -	\$ -	\$ -	\$ -
Charge-offs against Federal contributions to CAP reserve funds	\$ -	\$ -	\$ -	\$ -

Comments:

RESOLUTION NO. 15-9

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES DECEMBER 31, 2014 CERTIFICATION ON USE-OF-ALLOCATED FUNDS.

WHEREAS, the City of Casper is a participating municipality in the Laramie Consortium of Participating Municipalities; and,

WHEREAS, the Laramie Consortium of Participating Municipalities oversees the United States Treasury Department State Small Business Credit Initiative Program; and,

WHEREAS, under the terms of the “State Small Business Credit Initiative Allocation Agreement for Participating Municipalities” (the “Allocation Agreement”) between the United States Treasury Department and the Laramie Consortium of Participating Municipalities certain periodic reports and certifications, including quarterly Certification On Use-Of-Allocated Funds, are to be submitted; and,

WHEREAS, Paul Meyer, as the Mayor of the City of Casper was designated as the Authorized Representative for the City of Casper, under the Allocation Agreement in his capacity as Mayor; and

WHEREAS, Charlie Powell, as the Mayor of the City of Casper should now be designated as the “Authorized Representative” under the “Allocation Agreement” for the City of Casper; and

WHEREAS, V.H. McDonald, Administrative Services Director of the City of Casper, was designated as the Authorized Municipal Official of the City of Casper, under the Bylaws of the Laramie SSBCI Consortium; and

WHEREAS, V.H. McDonald, Assistant City Manager of the City of Casper, should now be designated as the Authorized Municipal Official of the City of Casper, under the Bylaws of the Laramie SSBCI Consortium; and

WHEREAS, the required Certification On Use-Of-Allocated Funds for the quarter ended December 31, 2014 has been prepared and is due.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Charlie Powell, as the Mayor of the City of Casper, is hereby designated as the “Authorized Representative” under the “State Small Business Credit Initiative Allocation Agreement for Participating Municipalities” for the City of Casper, Wyoming.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to sign the State Small Business Credit Initiative December 31, 2014, Certification On Use-Of-Allocated Funds.

PASSED, APPROVED, AND ADOPTED this 20th day of January, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

November 4, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director
Pete Meyers, Assistant Public Services Director
Dan Coryell, Parks Manager
Mike Leyba, Cemetery Supervisor

SUBJECT: Proposed Cemetery Fee Changes - 2014

Recommendation:

That Council, by resolution, adopt the proposed rates for services and the purchase of graves at Highland Cemetery.

Summary:

Highland Cemetery is a heavily subsidized operation. Revenues last year were \$118,246, but operating expenses were \$447,587. Rates have never been set with the intention of fully covering the cemetery's costs. The current rate proposal is expected to increase revenues by 13% (roughly \$16,000 per year), which would be a very gradual step toward self sufficiency. Rates are also being raised with an eye toward eventually establishing a perpetual care fund.

Wyoming State Law requires private cemeteries to establish perpetual care funds to cover cemetery maintenance once all of the graves have been filled. The minimum requirement is 90 cents per square foot of grave space sold. Municipal cemeteries are exempt from this requirement, but the principle of having a fund to cover long term expenses is still fundamentally sound. The City does not currently maintain a cemetery perpetual care fund; instead, all cemetery revenues are deposited into the general fund. Previous estimates have determined that Highland Cemetery has roughly 100 years worth of available grave space.

Other notable changes include:

Grave Service Fee

Previous iterations of Highland Cemetery's rates were not consistent at charging for graveside services. Graveside services include cleaning a grave site prior to the ceremony, along with the setting of the funeral canopy and the placement of chairs. Traditional burials (full body) included the cost of the grave service fee in with the burial fee, but for cremains, the fee was extra. The new proposal sets a separate \$50 charge for graveside services under all circumstances.

Columbarium

The rates presented here include figures for columbarium burials. A columbarium is a free-standing, cabinet-like structure that is used to hold cremated remains. These structures take up less space than traditional graves, they are easier to maintain, and they are becoming common in

cemeteries nationwide. The Parks Division is planning to purchase a columbarium at Highland Cemetery (the cost is expected to be about \$30,000), so the rates listed here reflect columbarium graves and services.

Headstone Permit

The cemetery currently charges a \$30 headstone permit fee for any type of headstone. The new rate structure would charge different rates for different sizes of headstone. Flush mounted (ground level) headstones are very easy to maintain in regard to both mowing and watering, so the fee would be waived for flush mounted markers. Regular and oversized markers would be charged at a higher rate.

RESOLUTION NO. 15-10

A RESOLUTION REGULATING THE OPERATION OF
HIGHLAND CEMETERY AND ESTABLISHING FEES,
SERVICES AND SALES POLICIES, RULES AND
REGULATIONS.

WHEREAS, the City of Casper desires to regulate the operations of the Highland Cemetery and establish fees for services and sales related to these operations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Fees, services and sales policies, and rules and regulations for the Highland Cemetery are hereby established as follows, effective January 21, 2015:

Section 1.

It shall be unlawful for any person to be buried at any place within the limits of the City of Casper, Wyoming, other than in a lawfully established cemetery.

Section 2.

Unless otherwise specified all sections of this resolution with the word "cemetery" shall apply to all current and future city-owned cemeteries.

Section 3 - Operating Hours.

- A. Dates and Times Cemetery Will be Open. The cemetery will be open between 8:00 a.m. and sunset year round. It shall be unlawful for any person to be in the cemetery during any other hours without the permission of the City Manager. Violators will be prosecuted as trespassers.
- B. Cemetery Office Hours. The Cemetery Office shall be open from 10:00 a.m. to 2:00 p.m. Monday through Friday. The Cemetery Office will be closed on all City-observed, legal holidays except Memorial Day.

Section 4.

Whenever the words "City Manager" are used in this article it shall be construed to mean the City Manager, or other duly authorized representative.

Duties of the City Manager as to Management of the Cemetery. Duties of the City Manager shall be as follows:

- A. The City Manager shall establish rules and regulations for the management, operation, and maintenance of the cemetery, which rules will be filed in the Office of the City Clerk and at the cemetery office, and which rules and regulations must be approved and

adopted by the City Council by resolution action and shall be subject to any limitations and restrictions set forth herein.

- B. The City Manager shall manage, operate, and maintain the cemetery and see that no lot therein is used or occupied in violation of this resolution or any rule or regulation promulgated under this resolution.
- C. The City Manager shall be charged with the duty of collecting all monies due and payable to the City for lots, graves, or plots in the cemetery and other monies due and payable by reason of the operation and maintenance of the cemetery.
- D. The City Manager shall be charged with the duty of issuing all burial permits in the cemetery and seeing that graves are open and excavated in the proper lots, graves, and plots of ground, keeping a record showing when the lots, graves, or plots were sold, to whom sold, the time of sale thereof, the price paid or to be paid therefore, by whom and to whom a permit is issued, or monies received by him under the provisions of this article and such other information as shall be deemed advisable by the City Council.
- E. Right to Replat, Regrade and Use Property. The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemetery or a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved. the right to lay, maintain and operate or alter or change pipelines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved; as well as the right to use the cemetery property, not sold to right of interment owners, for cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto. The City reserves itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over lots for the purpose of passage to and from other lots.
- F. No Interment Rights Granted In Roadways. No interment rights are granted to individuals in any road, drive or walk within the cemetery. Roads, drives or walks shall be used as a means of access to or within the cemetery during normal operating hours.

Section 5 - Lot Sales.

- A. Deeds. No deed for any lot, grave, or plot in the cemetery shall be issued and no title for same shall pass until a full purchase price has been paid to the City nor until other expenses and charges payable to the City have been paid, and all such deeds shall be issued by the City Manager under the seal of the City, signed by the Mayor and attested by the City Clerk.

At the time each burial is scheduled, mortuaries may execute a promissory note for the City's charges to become due and payable on the last day of the next succeeding month without interest. Delinquent notes bear interest at the rate of ten (10) percent per annum and no further credit shall be extended to the maker of any note which has not been paid

within six (6) months from the date of execution. Additionally, burial, space and perpetual care charges for needy children may be carried on a payment plan at the City Manager's discretion.

B. Purchase Price of Lots. The purchase price of lots in any cemetery shall be:

Adult Traditional Grave Space (4' x 10')	\$600
Columbarium Space:	\$300
Creman Grave Space (4' x 4')	\$300
Indigent Creman Grave Space (4' x 4')	\$155
Indigent Traditional Grave Space (4' x 10')	\$340
Infant Grave Space (3' x 5')	\$240
Mausoleum Grave Space (12' x 14')	\$1,500

C. Perpetual Care. Those lots which were sold prior to 2012 and the institution of a perpetual care charge will be assessed the perpetual care fee at the time of interment, deed transfer, additional remains interment, or recording of burial information when the recording fee is assessed.

Adult Traditional Grave Space (4'x10')	\$150
Infant Grave Space (3' x 5')	\$70
Creman Grave Space (4' x 4')	\$70

D. Change of Address of Grave Owners. It shall be the duty of the grave owners to notify the City of Casper of any change in its mailing address. Any notice sent to property owner's last address on file in the Cemetery Office shall be considered sufficient and proper legal notification in correspondence matters.

E. Transfer or Assignment must be filed With the City Manager. No transfer or assignment of any grave or graves shall be valid unless filed in writing in the cemetery office. Only lot owners of record shall be recognized by the City Manager. A fee of \$30 (paid by the seller) will be charged for any transfer or assignment.

F. Private Space Sale by the City. If, for any reason, it becomes necessary for the grave owner to dispose of his or her interest in any burial space, the owner may list with the city to broker said burial space(s). The city will receive 20% of the sale price for the grave only as its compensation for expenses associated with the sale, including advertising, personnel costs, and other costs. The buyer of the burial space will be responsible for payment of all costs incurred by the city at the time of the transfer. Listing of space(s) will be done in the cemetery office. If the perpetual care fee has not been paid on such spaces, the fee will be paid by the buyer at the time of transfer.

G. Errors May Be Corrected. The City reserves the right to correct any errors made by it in the description of the location of the lot or burial space to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial

space(s) or lot(s) of equal value and in a similar location, or in the sole discretion of the City, by refunding the amount of money paid for said right of interment.

Section 6 - Burial Charges.

Prior to grave opening, the purchaser shall pay to the City for complete interment service, with all necessary equipment, as follows:

Adult Traditional

Burial Fee	\$500
Evening Fee (Charged after 4:00 PM week days)	\$100
Weekend and Holiday fee	\$450

Columbarium

Burial Fee	\$50
Evening Fee (Charged after 4:00 PM week days)	\$100
Weekend and Holiday fee	\$180

Cremains

Burial Fee	\$200
Evening Fee (Charged after 4:00 PM week days)	\$100
Weekend and Holiday fee	\$200
Additional Cremains (In Addition to Burial Fee)	\$75

Indigent Cremains

Burial Fee	\$75
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Indigent Traditional

Burial Fee	\$115
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Infant

Burial Fee	\$120
Evening Fee (Charged after 4:00 PM week days)	\$100
Weekend and Holiday fee	\$300

Extra Burial

Bottom/Lower Remains of a double depth burial	Contractor's cost plus 10%
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Section 7 - Burial Procedures.

Only the interment of human remains is allowed in the cemetery.

Only persons or firms authorized by the City Manager shall be allowed to open or excavate any grave, for any purpose.

The procedure to be followed before interring human remains in any cemetery shall be as follows:

- A. When instructions regarding the location of a burial space on a lot cannot be obtained or are indefinite, or when, for any reason, the burial space cannot be opened where specified, the City Manager may, upon his/her discretion, open it in such location on the lot as he/she deems best and proper; and the City shall not be liable for damages resulting from any such change.
- B. Customers may host formal graveside funeral services for the deceased. Cemetery personnel will prepare for such graveside services by cleaning the grave or columbarium area, providing a burial canopy when appropriate, providing chairs and similar funery furnishings as appropriate, and similar services. The preparation of the gravesite for formal services and the provision of related graveside services by Cemetery personnel will require the payment of a \$50 graveside service fee.
- C. Once in the cemetery, the deceased, the burial container and/or other related equipment are considered under the responsibility and control of the attending funeral director or their assistant until cemetery personnel arrive at the gravesite for the purpose of closing the grave. Until then, the funeral director may perform any service required by them or the family of the deceased as they deem appropriate without liability to the City of Casper, or its employees.
- D. Traditional adult burial will be in an area four (4) feet wide by ten (10) feet long, and no less than five (5) feet in depth. A traditional child burial will be in an area three (3) feet wide by five (5) feet long, and from three (3) to four (4) feet in depth, as dependent upon the size of the casket. Double traditional burials will be allowed in suitable areas, as determined by the City Manager. Double traditional burials shall be defined as the interment of two (2) traditional burials in a single grave space, with the lower of the two remains at no less than seven and one-half (7 1/2) feet in depth. The lower of the two remains shall be confined in a double depth certified vault.
- E. No surface scattering of cremains shall be allowed. All cremains must be interred, or enclosed in a suitable container within a memorial niche, in a designated and recorded space or columbarium. All disposition of remains are to be recorded with the cemetery office. Individual interred cremains shall be allocated a designated space of no less than two (2) feet by two (2) feet. No more than eight (8) cremains in containers (urns) may be interred in a single adult space (four (4) feet by ten (10) feet), in addition to one (1) traditional burial in a casket beneath the urns. Urns shall occupy a space of approximately two (2) feet by two (2) feet. No more than two (2) cremains in containers may be interred in a designated cremains burial area (four (4) feet by four (4) feet).

In order to inter cremated remains in the cemetery, either in the ground or in a monument foundation, an interment permit must be obtained from the cemetery office and the applicable fee(s) paid to the cemetery office. The person(s) requesting interment of cremated remains may choose any adequate container for the cremated remains approved by the City Manager. The City shall not be liable for the protection of the cremated remains. In the event that the cremated remains must be relocated for any reason, the city shall not be responsible for any damage to the cremated remains or the container.

- F. The City shall in no way be held responsible for any delay in the interment of a body where a protest to the interment has been made, or where these rules and regulations have not been complied with; and, further, the city reserves the right under such circumstances to either not receive the remains, or to place the remains in a receiving vault until the full rights have been determined. The City shall be under no obligation to recognize any protests of interments unless they are made in writing and filed with the cemetery office.
- G. Permit. The purchaser shall secure from the City Manager a permit showing the provisions of this article have been complied with, the lot and block number in which the grave is to be opened, which permit shall entitle him to the services rendered by the City relative to the opening and closing of the grave, furnishing grass, lowering device, and chairs; provided, however, in case of any burial on lands in the cemetery owned by or reserved by Natrona County or any lodge organization, an additional permit must be obtained from the County, lodge, or other organization.
- H. The burial certificate, or permit, issued by the registrar, under the provisions of vital statistics of the vital statistics laws of the state, shall be deposited with the City Manager.
- I. It shall be the responsibility of the person or firm in charge of any adult traditional burial in any cemetery to provide a permanent grave reinforcement of fiberglass, polystyrene, steel, or concrete. Vault bases are mandatory.
- J. The City, when deemed necessary by the City Manager, in order to provide for an adequate grave opening, may remove shrubs and trees without notification to the adjoining grave owners. Replacement will be at the discretion of the City Manager.
- K. Notice of Burials. It shall be the responsibility of each person or firm to make necessary arrangements for burials at least twenty-four (24) hours prior to such burials. Neither the City nor any of its employees shall in any way be liable for any delay of burial services when twenty four (24) hour notice is not given. In addition, the person or firm making the arrangements should clear them through the Cemetery Office before final burial details and arrangements are made.

The cemetery, in order to provide sufficient time for the opening of graves, requires that all orders for funerals scheduled for Saturday or the first day of a working week be in the Cemetery Office by Noon (12:00) Friday of the preceding week. Funeral orders brought in after 12:00 Noon on Friday (or the last regular working day) can be scheduled no earlier than Noon (12:00) on Monday of the next work week.

- L. Orders Given by Telephone. The City of Casper shall not be held responsible for any order given by telephone nor for any mistake occurring from the conversation as pertaining to instructions as to particular space, size, and location where the interment is desired. Telephone instructions shall be followed immediately by written instructions from the funeral director or family, prior to the making of burial arrangements by the City.

- M. Saturday, Sunday and Holiday Burials - Saturday burials are permitted. No burial shall be permitted on Sunday or other designated legal holiday except with the express, written permission of the City Manager for religious or other reasons, or when certified by the Registrar of Vital Statistics to be necessary because of contagious disease or other extreme emergency for health reasons. All approved Saturday, Sunday and holiday burials must be scheduled to arrive in the cemetery no later than 12:00 noon and are subject to defined overtime fees. (Legal holidays will be defined as per current City Personnel Rules affecting cemetery employees.) Funerals that occur on weekends or City recognized holidays will be subject to a weekend and holiday fee.
- N. Funeral Corteges. It shall be required of all funeral directors that they inform those attending funeral services in any cemetery, whether or not they are arriving individually or in the funeral cortege, that they must abide by all traffic and parking regulations. No automobile shall park on the grass at any time.

Section 8 - Disinterring Bodies or Ashes

- A. The removal of the body or ashes of any deceased person, or disinterring or opening of the grave or urn of any deceased person buried in the cemetery, shall not be done except under order by the court or removal permit properly executed by the Registrar of Vital Statistics, or under order of the City Council with a removal permit properly executed by the Registrar of Vital Statistics and then only by the City and under the supervision of the City Manager, provided a fee is paid as provided herein, and a disinterment affidavit has been properly completed and filed with the cemetery office. The removal of such remains shall only be performed by City staff or persons or firms preapproved by the City Manager. Witnesses to such removal, opening, or disinterment shall not be allowed except where required by law. Provided further that such disinterments shall be done in conformity with Wyoming State Law.
- B. In cases of double traditional burials in a single grave space, no disinterment will be allowed for the lower of the two remains, unless removal is approved by the City Manager, or ordered by the courts. In the event a court order is issued, disinterment will then only be allowed with a pre-payment for additional costs associated with hiring a contractor, and/or leasing of the appropriate equipment to remove the vault from the deeper trench, in compliance with Occupational Safety and Health Act standards for workers in confined spaces. The cost of this disinterment will be the contractor's cost, plus ten percent (10%).
- C. Services Provided. The services provided in connection with disinterments include removing the remains of the deceased, the casket if any, and the burial receptacle, placing the same on top of the ground, and backfilling the empty burial space. The party responsible for removal of the disinterred remains from the cemetery grounds must do so forthwith.

D. City not Responsible. The City shall endeavor to exercise the utmost care in carrying out a disinterment but it assumes no liability for damage to any casket, burial receptacle, the remains of the deceased, or any other property during the disinterment process.

E. Disinternment Fees: Fees for disinternment services shall be as follows:

<i>Adult Traditional / Indigent Traditional / Mausoleum</i>	
Disinternment	\$1,000
Reinternment	\$500
 <i>Columbarium</i>	
Disinternment	\$50
Reinternment	\$50
 <i>Cremains / Indigent Cremains</i>	
Disinternment	\$215
Reinternment	\$215
 <i>Infant</i>	
Disinternment	\$570
Reinternment	\$95

Section 9 - Abandoned and Unoccupied Cemetery Graves.

The City of Casper reserves the right to reclaim abandoned and unoccupied cemetery graves where there has been no contact or knowledge of the owners, heirs, or assigns for more than 50 years. These graves shall be declared abandoned by giving notice served by registered mail to such owners, heirs, or assigns. If an address cannot be ascertained, a notice shall be given by publication allowing owners, heirs, or assigns 30 days in which to advise the City Manager of their identity, address, and to provide documentation establishing their legal claim. In such event, the City will not declare the graves abandoned. So long as the graves or parcels remain unsold, the owners, heirs, or assigns may reclaim them by identifying themselves and establishing their right to such graves or parcels.

Upon failure of the owners, heirs, or assigns to communicate with the City of Casper, the City Council shall, by resolution, declare such graves or parcels abandoned. Thereafter the City may resell such graves or parcels but shall place in trust an amount of money equivalent to the original selling price for such graves or parcels for payment to the owners, heirs, or assigns. Said trust fund shall be placed in legal investments and the earnings or interest therefrom shall annually be deposited to the City of Casper general fund. The owners, heirs, and assigns shall not be entitled to any interest or earnings of these monies. Money received from the resale of such graves or parcels and deposited in such trust fund may be withdrawn by the City Clerk /Treasurer and placed in the general fund if not claimed by the owners, heirs, or assigns within 25 years after being deposited.

Section 10 - Monuments and Mausoleums.

- A. General. No monument shall be placed until all space and interment fees have been paid, and a completed setting permit has been filed with the cemetery office. Any person desiring to erect a monument or other improvement upon any lot, grave, or plot in the cemetery shall do so under the supervision of the city manager and in compliance with such rules and regulations governing the same as may be adopted and in force at the time. The City of Casper reserves the right to move or remove any monument or improvement not in compliance with resolution or supervisory guidelines. All costs associated with the relocation or movement of such improvement(s) may be billed to the owner(s) by the City of Casper.
- B. Completion Bond. Any contractor, person, or firm that sets one (1) or more mausoleums, or more than five (5) vaults, tombs, or any type of memorial or planter per year must be bonded for \$10,000.00 or post a cash bond of equal amount before the City Manager will authorize erection of such. A bond of \$3,000.00 or cash bond of \$3,000.00 is required for those setting five (5) or fewer memorials, planters, plaques, etc. per year before the City Manager will authorize erection of such. All bonds must be valid for and will be retained for a period of five (5) years for mausoleums and three (3) years for all others.
- C. No right of interment owner shall erect or place or cause to be erected or placed, on any burial space(s) in the cemetery, a memorial that has not been approved by City Manager.
- D. Monument Placement. All monuments, memorials, mausoleum placements, and other improvements will be permitted and located by cemetery staff. The fee for such permit will be \$30 for any raised marker purchased prior to 2015. The fee for such permit for a raised marker that stands up to 24 inches in height, measured from the ground to the top of the marker, shall be \$50. The fee for such permit for a raised marker that stands taller than 24 inches in height will be \$100. The fee for such permit for a flush mounted marker that stands up to 2" in height will be waived. This fee is added to the grave purchase price or due at the time of burial, transfer, etc. if not previously paid and no memorial is present. All monuments or headstones must be in line with surrounding monuments or headstones. Where permitted, footstones must be mounted flush with the ground. Monuments or headstones should be placed so that the name can be read from the nearest road on outline graves and from the alley on all others (this will require some monuments being placed at the foot of the grave in Section E). Areas reserved for mausoleums are Blocks 4, 5, 13, 104, and 106.

Areas requiring flush markers are Blocks 126, 128, 129, 159, 160, the area adjacent to the South Boundary fence next to Blocks 215 through 221, the roadway between Blocks 7, 8, 9, 10, and all of Lot 22, Section E. All other blocks in Highland Cemetery may use upright markers. All new areas developed in the cemetery will be designated for either "flush only" or "upright or flush" by the City Manager.

The City Manager is authorized to designate additional "flush only" blocks at any time. In flush marker areas, no upright obstacles (vases, wreathes, plantings, etc.) are allowed at any time other than the one week preceding and two weeks following Memorial Day.

- E. Mausoleums. No mausoleum may be erected without first submitting the plans and specifications to the City Manager for written approval. All plans and specifications must conform to the laws of the State of Wyoming as well as all local regulations. Foundations for mausoleums, tombs, or vaults shall be of first class concrete poured to a depth of not less than six inches (6") below the frost line as is designated by the City Manager. Mausoleums, tombs, or vaults shall be constructed only on lots designated for that purpose by the City Manager. Placement of mausoleums in other areas may be allowed with written permission from the City Manager. The seller from whom the mausoleum is purchased is to guarantee that the stone used is of first quality and free from rust, stains, and natural faults which might cause chips or cracks to appear in the future. Guarantee shall be for a period of five years minimum.
- F. Foundations. Where foundations for markers, monuments, and other like things are installed, they should be constructed with five inches (5") extended on all sides of the base and should contain sufficient base depth (minimum four inches (4")) for the solid support of item installed. Any deviations or exceptions to these requirements must have approval of the City Manager, and must be detailed on the completed permit. Mausoleums or tomb foundations will come under the specifications for such structures.
- G. The Right to Remove. Should any monument, mausoleum, or tomb in the opinion of the City Manager become unsightly, dilapidated, or dangerous to cemetery visitors, the City Manager shall have the right, at the expense of the lot owners, either to correct the condition or to remove same. In the event a body is interred on any lot so involved, the City Manager, at his discretion, shall have the right after prior notice if such may be practically given, to remove any remains thus interred on the lots or lot and to place same in single graves to be chosen by the City Manager for temporary interment until the situation necessitating the removal is corrected. Such to be done in conformance with Wyoming Statutes.
- H. Regulations for Cemetery Work. Persons erecting monuments or doing work of any kind in the cemetery will be held responsible for any damage done by them to trees, grass, or any property and shall conform to the following:
 - 1. Before doing work of any kind, it shall be necessary to obtain directions and consent from the City Manager, who shall have complete supervision.
 - 2. No person shall disturb the sod on any lot or grave or make or remove any plantings except in accordance with the rules and regulations and with the permission of the City Manager.
 - 3. All work shall be done as rapidly as possible and any rubbish shall be immediately removed by those responsible. No rubbish or materials of any kind shall be scattered or placed upon any other burial space.

4. In the erection of monuments, any necessary posts, ropes, or wires shall be secured in the alleyways. No ropes or wires shall be attached to other monuments or to trees. In unloading monuments, planks shall be used where necessary to protect the grass.

- I. Cemetery Responsibility. The Cemetery will not be responsible under any circumstances for any loss or damage to any marker, monument, mausoleum, vase, or other fixture placed on any burial plot where such loss or damage shall be caused by thieves, vandals, accidents, or any act of God. Further, the City will not be responsible for mistakes made in the placement or engraving of any memorial.
- J. Prohibited Monument Materials. In the best interest and in the protection of grave owners, memorials of cement, artificial wood, tin, iron, porcelain, glass, clay, composite, plastic or any other man-made material will not be permitted to be erected in any City-owned cemetery.
- K. Agreement. Monument builders and contractors erecting any monuments, markers, memorials, foundations, and other similar things in the cemetery, must agree to do so in conformity with the cemetery requirements and in accordance with the Trade Standard of proper methods of handling and setting same. If any fault which results from any improper setting develops within five (5) years of the date of placement in the cemetery, such fault will be rectified by the builder or contractor without cost to the cemetery.
- L. Corner Posts and Stone Benches. Lot corner marker posts, benches, and other similar items used in the cemetery shall be made of monumental stone of the same kind as the monument and placed level with the grade. All such items must be set by an authorized bonded contractor or dealer.
- M. Outside Workmen. All workmen employed by outside contractors or firms are subject to the regulations of the cemetery while working within the cemetery.

Section 11 - Decorations.

- A. No person shall place upon any burial space anything other than flowers, wreaths, flags, or other temporary decorations and such receptacles except as provided in this section.
- B. The City shall not be held liable for lost, misplaced or broken decorations or flower vases or for damage caused by the elements, thieves, vandals, or by causes reasonably beyond its control. The city reserves the right to regulate the method of decorating lots and the right to regulate decoration so that a uniform beauty may be maintained.
- C. Prohibited Articles and Receptacles. Any fragile materials, tin cans, glass jars, ceramic figurines, and pottery, etc., or other temporary container that does not conform to the surroundings, are prohibited. The placing of any box, can, shell, toy, ornament, sign, plant hanger, pole or staff, card, or other similar article upon any grave shall not be

permitted (without permission of the City Manager) to remain on a grave site longer than two weeks due to safety and maintenance concerns. These items are allowed only during memorial day, thanksgiving, christmas, easter, or the deceased's birthday, and are limited to two (2) such items per grave space at any time. If any of the above articles are placed on a grave not conforming to the above guidelines, or become unsightly or unkept, the cemetery reserves the right to remove them without notice to the owner. Neither the City nor its employees shall be liable in any way for removal of any of the above articles. No cement, gravel, stone, or brick paths, or artificial walks will be permitted. Copper, brass, aluminum, cement, marble, fiberglass, redwood, or comparable material will be acceptable for planters and vases. The cemetery reserves the right to regulate the decoration of graves to insure that beauty can be maintained and proper maintenance can take place.

- D. Rubbish Receptacles Provided. The throwing of rubbish anywhere within the cemetery is prohibited. Receptacles for waste will be located at convenient place for public use. If receptacles are not available, rubbish should be placed beside the roadway where it may be readily picked up.
- E. Erection of Fences, Copings, Hedges, Etc., Prohibited. No person shall erect a fence, coping, corner-post, hedge, or other boundary marker upon any grave, lot, or block.
- F. Potted Plants and Flowers. Potted plants will be allowed to remain as grave decoration as long as they remain in good appearance and as long as they are placed on or near the headstone and do not obstruct the general maintenance of the cemetery. Cut flowers are allowed at all times but must be in acceptable containers and will be removed when they become unsightly. The cemetery assumes no responsibility for the maintenance of private plantings and reserves the right to remove or modify these plantings at any time and for any purpose.
- G. Memorial Day Decorations. All temporary decorations and artificial flowers assembled on the grass or grave spaces shall be picked up starting two weeks after Memorial Day. These flowers and decorations will be stored for two weeks at the Cemetery Garage before being discarded. Cemetery vases and cans sold by local florists and retailers will be allowed for this two week period only. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.
- H. Christmas Wreaths. Winter decorations, Christmas wreaths and grave blankets placed on graves within the cemetery may be permitted to remain from December 1 through March 1. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.

Section 12 - Miscellaneous Restrictions.

- A. Improper Assemblages. The City Manager shall have the power to prevent improper assemblages and boisterous and unseemly conduct. The City Manager shall have the power to enforce all ordinances, rules, and regulations pertaining to the cemetery and to

exclude from the cemetery any person or persons found in violation thereof. The City Manager shall have charge of the cemetery grounds and buildings and at all times shall have supervision and control over all persons in the cemetery.

- B. Intoxicating Liquors Prohibited. The bringing of intoxicating liquors into any cemetery is strictly forbidden.
- C. Children Restrictions. Children under 15 years of age will not be permitted in the cemetery unless accompanied by an adult or unless given prior permission by the City Manager.
- D. Traffic and Safety Regulations. It shall be unlawful for any person to drive at a greater speed than 15 miles per hour in the cemetery. No heavy trucks or vehicles with heavy loads will be permitted in the cemetery without first obtaining the permission of the City Manager.
- E. Damaging Cemetery Property Prohibited. The penalty for any person who shall injure, deface, or otherwise damage or remove any headstone, urn, monument, tree, shrub, flower, funeral flowers, floral pieces, vase, or other property in any cemetery shall be as provided by any applicable laws.
- F. Notices or Advertisements. No signs, notices or advertisements, other than those created by the City related to cemetery business, shall be permitted within the cemetery grounds.
- G. Noise Restrictions. During funeral services all construction, loud talking, or other activity on cemetery property that might interfere with services is prohibited.
- H. Improprieties. All persons in the cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the cemeteries and with respect for other persons and for property within the cemeteries.
- I. Firearms. Except for firearms used in connection with the ceremonies of the military burial, none shall be permitted in the cemetery without special written consent of the City Manager.

Section 13 – Errors, Amendments, Exceptions

The City Manager shall have the right to correct any errors that may be made by him, or his employees, either in making interments, disinterments and removals, or in the description, transfer, and conveyance of any interment property. This may be done either by directing the canceling of such conveyance and substituting a conveying in lieu thereof other interment property of equal value or by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the City reserves the right to remove and transfer such remains so interred to such other property of equal value and similar locations as may be substituted in lieu thereof. The City Manager shall in no way be liable for any delay in the interment of a body where a protest to the interment has

been made, or where there has been a failure to comply with the ordinance or these rules and regulations. The City Manager shall be under no duty to recognize any protest of interment unless they are in writing and filed in the Office of the City Manager.

The City may choose, and hereby expressly reserves the right to adopt new rules or regulations or to amend, alter and/or repeal any rule, regulation, article, section, paragraph or sentence in these rules and regulations. Such new or amended rules and regulations shall be binding on the right of interment owners of all lots and burial spaces regardless of the date such right of interment owner acquired the right of interment. These rules and regulations, having been adopted by resolution of the City Council, may only be amended by adoption of a subsequent resolution.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City, therefore, reserves the right for the City Manager to, without notice, make exceptions, suspensions or modifications in any of these rules or regulations, when, in his/her judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application or enforcement of these rules and regulations.

BE IT FURTHER RESOLVED: That this resolution shall become effective January 21, 2015.

BE IT FURTHER RESOLVED: That resolution No. 12-240 is hereby rescinded.

PASSED, APPROVED AND ADOPTED this 20TH day of January, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

November 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director
Pete Meyers, Assistant Public Services Director
Dan Coryell, Parks Manager

SUBJECT: Athletic Field Rental Fees

Recommendation:

That the City Council, by resolution, approve the fee structure for athletic field reservations.

Summary:

A request is being made to separate athletic field rental fees and park rental fees. Historically, these two items have been combined under one large resolution.

The Parks Division is currently requesting to revise the fee structure for park and tennis reservations and place them in their own resolution, and that revised resolution has been submitted for Council's review.

Regarding athletic field rentals, there are no changes in the dollar amounts or areas available. The only change is that it has been separated from the park reservation resolution.

Thank you for your consideration into this matter.

RESOLUTION NO. 15-11

A RESOLUTION RESCINDING RESOLUTION NO. 13-71
AND ESTABLISHING FEES FOR THE USE OF ATHLETIC
FIELDS.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various athletic fields shall bear a substantial portion of the costs of servicing, maintaining, and improving these facilities; and,

WHEREAS, it is necessary to review these fees on a regular basis, and revise, if necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of athletic fields, effective January 21, 2015.

STANDARD FEE STRUCTURE
FOR ATHLETIC FIELDS – ORGANIZED LEAGUE USE

Adult Softball Leagues

- | | | | |
|----|----|----------------------------|--------------------|
| 1. | A. | Summer Season – Team Fee | |
| | | *Competitive Teams | \$160.00 per team |
| | | (play twice per week) | |
| | | *Recreational Teams | \$80.00 per team |
| | | (play once per week) | |
| | B. | Summer Season – Player Fee | \$10.00 per player |
| 2. | A. | Fall Season – Team Fee | \$75.00 per team |
| | B. | Fall Season – Player Fee | \$10.00 per player |

Note: Adult Softball League fees will be applied as follows:

*70% towards field preparation and maintenance services provided by the Parks Division.

*30% towards league administration services provided by the Recreation Division.

Youth Softball Leagues

Maintenance Fee \$5.00 per player per season

Softball and Baseball Tournaments

For weekend invitational, district, or state tournaments:

1. Tournament Deposit (refundable): \$500.00
To insure that tournament organizer is committed to the tournament, and that fields and equipment are left in good condition.
2. Mandatory Fees

- | | | |
|----|---|---|
| A. | Initial Field Preparation Fee | \$55.00 per field per day |
| B. | Maintenance Fee
(trash removal and portable restrooms) | \$60.00 per complex per day |
| 3. | Optional Fees | |
| A. | Additional Field Preparations | \$55.00 per preparation per field |
| B. | Lights | \$7.00 per hour per field |
| 4. | Rentals: | |
| A. | Striper | \$10.00 |
| B. | Quick Coupler and Hose | \$5.00 |
| C. | Marble Dust | \$7.00 per bag |
| D. | Diamond Dry | \$20.00 per bag |
| 5. | Food Service Permit | \$25.00 per complex |
| | Authorization to sell food service items during the tournament, providing that sales tax, Health Department, and other appropriate requirements are met. | |
| 6. | Beer Consumption Permit | \$50.00 per complex |
| 7. | Exceptions: | |
| a. | City-sponsored tournaments | \$25.00 per field preparation per day |
| | | \$10.00 per team for administrative services
(only mandatory fees) |
| b. | Non-Profit Tournaments
(proceeds benefit a charitable cause) | \$25.00 per field preparation per day |
| | Complex Usage Fee | \$60.00 per complex per day |
| c. | The \$500.00 Tournament Deposit is due at least 30 days prior to an event requesting services related to the use of athletic fields over Memorial Day and Labor Day weekends. Cancellation of the event for any reason other than inclement weather or related unplayable field conditions will result in forfeiture of the Tournament Deposit fee. | |

Softball Field Reservations

- | | | |
|----|-----------------|----------------------------------|
| 1. | Reservation Fee | \$10.00 (max of 2 hours) |
| 2. | Lights Fee | \$7.00 per hour (max of 2 hours) |

Soccer Leagues

- | | |
|---|--|
| Maintenance Fee – North Casper Soccer Complex | \$8.00 per player per season
(minimum of \$8,000.00 per year,
maximum of \$24,000.00 per year) |
|---|--|

Soccer Tournaments

- | | |
|--|------------------|
| Maintenance Fee* – North Casper Soccer Complex | \$500.00 per day |
|--|------------------|

*Includes portable restroom services and trash removal

North Casper Soccer Complex Events

Maintenance Fee \$50.00 per day – up to 250 people
\$500.00 per day – over 250 people

Adult Football League

Maintenance Fee \$5.00 per player per season

Youth Football League

Maintenance Fee \$5.00 per player per season

Youth Baseball League

Maintenance Fee

1. Casper Youth Baseball \$2.50 per player per season
2. Casper Legion Baseball \$5.00 per player per season

Additional fees:

The City may require deposits or fees in addition to those listed above, if unusual circumstances require additional direct expenses not herein provided. Example: Police security personnel.

Special rates:

The Leisure Services Director or authorized designate may authorize reductions in fees for special promotions, unique situations or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 13-71 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 20th day of January, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

November 6, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director
Pete Meyers, Assistant Public Services Director
Dan Coryell, Parks Manager

SUBJECT: Park Shelter Reservation Fees

Recommendation:

That Council, by resolution, approve the revised fee structure for park and tennis court reservations.

Summary:

A request is being made to change the current all-day rental from 7:00am – 10:00pm, into two separate blocks. The new reserved times will be from 10:00am – 2:00pm, and 4:00pm – 8:00pm. This will allow staff time to perform a pre and post check of reserved shelters. If a request is made for an all-day rental, they must reserve both blocks.

The park shelters are placed into two separate categories. They are titled small shelters and large shelters. The small shelter price will be \$30.00 per block, and the large shelter price will be \$60.00 per block. The small shelters will accommodate groups of 20 or less, while the large shelters will be able to handle groups up to 50.

A third group was developed called special event rentals. The most frequently reserved locations for large or special events are in this category. An event coordinator will be able to view this page and choose the facilities and or amenities that they need. The rates will vary on these depending on what is available at each location.

A deposit of \$50.00 is being requested for the use of the band shell at Washington Park and the North Casper Clubhouse at Riverview Park. Large shelter rentals will have a deposit of \$25.00, and small shelter rentals will have no deposit.

A resolution is prepared for Council consideration.

RESOLUTION NO. 15-12

A RESOLUTION RESCINDING RESOLUTION NO. 13-71 AND ESTABLISHING FEES FOR THE USE OF PARKS AND TENNIS COURTS.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various recreational facilities shall bear a substantial portion of the costs of servicing, maintaining, and improving these facilities; and,

WHEREAS, it is necessary to review these fees on a regular basis, and revise, if necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of parks and tennis courts, effective January 21, 2015.

STANDARD FEE STRUCTURE FOR PARK RESERVATIONS

These basic park fees guarantee exclusive use of the defined park area providing written permit is approved and appropriate fees paid in full at least seven (7) days prior to the requested date(s). Permits are available at City Hall, Monday – Friday, 8:00 a.m. – 5:00 p.m. Group must have possession of the permit during the usage.

Category	Block 1 10:00am – 2:00pm	Block 2 4:00pm – 8:00pm	REFUNDABLE DAMAGE DEPOSIT
Small Shelter	\$30.00	\$30.00	N/A
Large Shelter	\$60.00	\$60.00	\$25.00

Category	Location	Options	Price per 4 hour time block	Deposit
Special Event	Adams Park	Green Space	\$25.00	N/A
		Shelter 1	\$30.00	N/A
		Bridge	\$25.00	N/A
Special Event	City Park	Green space w/o power	\$25.00	N/A
		Green space w/ power	\$35.00	N/A
Special Event	Wells Park	Green space	\$25.00	N/A
		Shelter 1	\$60.00	\$25.00
		Shelter 2	\$60.00	\$25.00

Category	Location	Options	Price	Deposit
Special Event	Conwell Park	Green space w/o power	\$25.00	N/A
		Green space w/ power	\$35.00	N/A
		Gazebo	\$30.00	N/A
		Shelter 1	\$60.00	\$25.00
		All spaces together w/o power	\$115	\$25.00
		All spaces together w/ power	\$125	\$25.00
Special Event	Washington Park	Green Space	\$25.00	N/A
		Band Shell	\$30.00	\$50.00
		Removal of risers	\$175.00	N/A
		Shelter 1	\$30.00	N/A
		Shelter 2	\$30.00	N/A
		Shelter 3	\$30.00	N/A
		Open Tables	\$30.00	N/A
Special Event	Riverview Park	Green space	\$25.00	N/A
		North Casper Clubhouse	\$60.00	\$50.00
		Shelter 1	\$30.00	N/A
		Shelter 2	\$30.00	N/A
		Shelter 3	\$30.00	N/A
Special Event	Adventure Park	Green space w/o power	\$25.00	N/A
		Green space w/ power	\$35.00	N/A
		Shelter 1	\$60.00	N/A
		Shelter 2	\$60.00	N/A
		Shelter 3	\$60.00	N/A
		Shelter 4	\$60.00	N/A
		Pavilion	\$60.00	\$25.00
		East end parking lot	\$30.00	N/A

Category	Location	Price per 1 hour time block	Deposit
Tennis	Tennis Court (any)	\$2.00	N/A

Exceptions

1. City-sponsored and Supported Events – no charge.
2. School District Special Events – no charge.
3. Casper College Special Events – no charge.
4. Veterans' Park (for official Veterans' ceremonies) – no charge.
5. Special events that directly benefit a charitable cause - \$60.00/four hour block for park reservation, and the appropriate refundable damage deposit.

6. Commercial Activities - \$60.00/four hour block per vendor in addition to standard fee structure for events which are open to the public.
7. Tennis Court reservations for the School District or for Casper College – no charge; however, City sponsored classes or tournaments have first priority.
8. Rental of green spaces and shelters does not include play structures.
9. Rental of a space for two four hour blocks on the same day shall entitle the renter to use the rented area for the intervening time as well, and a second damage deposit for the second four hour block will not be required.
10. Rental of shelters or special areas at times of day other than those listed above is allowable with the approval of the Parks Manager.
11. Rental of shelters or special areas for time periods longer than four hours is allowable with the approval of the Parks Manager. The Parks Manager is authorized to determine appropriate additional fees for rentals that exceed the standard four hour time limit.

Park Reservation Permits:

1. All reservations will require a permit. Permits will be initiated by the Finance Division, and copies will be sent to the Parks Division and the Police Department.
2. Private functions involving up to 200 people must be approved by the Parks Division Manager.
3. Private functions involving more than 200 people, or functions which are open to the public, or functions which involve amplified music, must be approved by both the Parks Division Manager and the Police Chief.

Pre-function Meetings:

1. If a function involves the need to drive vehicles on a park, or the need to drive stakes into the ground, the applicant must meet with the Parks Division Manager or his/her representative for specific direction on where vehicles and stakes will be allowed.
2. Applicants may be required to meet with the Parks Division and/or the Police Department if a function has the potential for noise problems, parking problems, damage to the park, or disorderly conduct.

Insurance Certificates:

1. Private functions involving more than 200 people, and/or functions which are open to the public, require a certificate of insurance for established organizations and businesses that carry liability insurance.
2. The certificate must list the City as an additional insured and be in the amount of \$250,000 per occurrence or \$500,000 aggregate.

Additional fees:

1. The City may require deposits or fees in addition to those listed above if unusual circumstances require additional direct expenses not herein provided. Example: Police security personnel.
2. The City may require an online convenience fee, in addition to any charges listed above, as might be applied through an online reservation system.

Special rates:

The City Manager or authorized designate may authorize reductions in fees for special promotions, unique situations, or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 13-71 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this 20th day of January, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

December 29, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Tandem-Axle Roll Off Truck

Recommendation:

That Council, by minute action, authorize the purchase of one (1) new Freightliner, SD114, 66,000 lb. Tandem Axle Roll-off sanitation truck, with Galbreath, 22ft. Roll-off body, and options, from Jack's Truck and Equipment of Casper, Wyoming, in the amount of \$163,392.00. This truck will be used by the Solid Waste Division, of the Public Services Department.

Summary:

Bids were received on December 4, 2014, for one tandem-axle roll off truck. The following bids were supplied by local vendors. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Total</u>
2016 Freightliner Galbreath Body	Jack's Truck	\$163,392.00	\$163,392.00
2016 Mack Galbreath Body	CMI-Teco	\$181,750.00	\$181,750.00
2016 Mack G & H Body	CMI-Teco	\$176,100.00	\$176,100.00
2016 Peterbilt GalFab Body	Peterbilt	\$176,952.00	\$176,952.00

The recommended truck was the low bid and it meets and/or exceeds all the necessary specifications. There is not a trade-in associated with this purchase. This Solid Waste Division equipment will be funded from the Refuse Collection Capital Budget.

January 01, 2015

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director 
SUBJECT: Discharge of Accounts Receivables

Recommendation:

That Council, by minute action, authorizes the discharge of \$5,905.07 of uncollectible accounts receivable balances as outlined in staff's report dated January 01, 2015.

Summary:

Wyoming Statute 16-4-502 specifies that amounts owed the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying listing meets the certification requirement.

The City staff and its collection agency have exhausted all efforts to collect the accompanying accounts receivable listing due to bankruptcy, death, and imprisonment or not able to locate the person. The Finance Department has cross checked the current utility account, payroll, and accounts receivable database for names and addresses as a final check. \$3,459.33 is Non-Utility Accounts Receivable; \$2,445.74 is Utility Accounts Receivable.

The total balance of \$5,905.07 is being certified for discharge. The City of Casper and its collection agency has exhausted all efforts to collect these funds and has deemed this debt uncollectible.

**CITY OF CASPER
FINANCIAL QUARTERLY WRITE-OFFS
1/1/2015**

NON-UTILITY ACCOUNTS RECEIVABLE

Customer Name	Amount	Date	Reason for Write off
Garvin, Vanessa	\$ 27.98	08/29/13	Bankruptcy
Caballero, Victor	\$ 146.95	06/20/11	Efforts Exhausted
Cole, Dena	\$ 50.00	12/06/10	Efforts Exhausted
Engel, Gretchen	\$ 91.40	06/30/11	Efforts Exhausted
Friedman, James JR	\$ 236.65	06/17/11	Efforts Exhausted
Hancock, Lacey	\$ 30.00	03/30/11	Efforts Exhausted
Jackson, Desiree-Lujan/Rose Jackson	\$ 1,051.23	08/03/10	Efforts Exhausted
OCWEN Loan Services Corp.	\$ 92.60	09/22/11	Efforts Exhausted
Proudfoot (Wertz), Kimberly	\$ 1,259.74	06/17/11	Efforts Exhausted
Sanders, Curtis	\$ 84.29	06/30/11	Efforts Exhausted
Unders, Kim	\$ 388.49	07/11/11	Efforts Exhausted
TOTAL	\$ 3,459.33		

UTILITY ACCOUNTS RECEIVABLE

Customer Name	Amount	Date	Reason for Write off
Johnson, Ericka	\$ 97.66	04/12/11	Bankruptcy
Aguilar, Valentino W	\$ 269.50	03/06/14	Bankruptcy
Chavis, Calista	\$ 163.39	10/12/05	Bankruptcy
Ray, Brandon	\$ 71.78	06/28/13	Bankruptcy
Leskovec, Tom/Sue	\$ 147.61	02/21/12	Bankruptcy
Barker, Timothy	\$ 92.89	02/26/10	Bankruptcy
Huggins, Charles	\$ 52.05	06/01/10	Bankruptcy
Cabrales, Santana	\$ 169.28	09/01/10	Bankruptcy
Dieckmann, David	\$ 18.03	06/22/10	Bankruptcy
Monster Fabrication	\$ 240.80	02/01/06	Bankruptcy
Burgardt, Chelsea	\$ 144.06	09/22/10	Bankruptcy
Thompson, Sondra H	\$ 209.85	02/25/14	Estate Liquidated
Weckwerth, Brett	\$ 196.15	04/01/14	Estate Liquidated
Lein, Robert C	\$ 35.62	08/26/13	Estate Liquidated
Dyer, Gary Lynn	\$ 142.12	10/12/11	Estate Liquidated
Taylor, Brandy	\$ 237.15	04/25/11	Estate Liquidated
Thiel, Mark D	\$ 102.22	03/20/14	Estate Liquidated
Vargas, Vanessa	\$ 55.58	08/09/13	Estate Liquidated
TOTAL	\$2,445.74		

TOTAL BALANCE FOR WRITE-OFF - \$ 5,905.07

January 12, 2015

MEMO TO: John Patterson, City Manager

FROM: Doug Follick, Leisure Services Director
Alan Kieper, Special Facilities Manager
Richard L. Young, Museum Supervisor II

SUBJECT: Historic Preservation Appointments

Recommendation:

That the Casper City Council, by minute action, re-appoint Anthony Jacobsen, 3201 Belmont Drive, Casper, WY 82604 and Vivian Meek, 765 W. 20th, Casper, WY 82601 to a second term on the Casper Historic Preservation Commission; and appoint Kirstin Q. Vanatta, 715 Divine Ave, Casper, WY 82601 to fill the term vacated by Megan Eding.

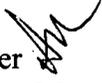
Summary:

The City of Casper's Historic Preservation Commission met on Jan 12, 2015 at 8:30 a.m. to conduct their regular monthly meeting. On the agenda was discussion about appointment of new members.

By unanimous vote of members present, they recommend that Anthony Jacobsen and Vivian Meek be re-appointed to a second term. Megan Eding has resigned her position and left a vacant position on the board. The members present voted to recommend that Kirstin Q. Vanatta be appointed to fill the remainder of the term for the vacant position.

January 8, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Used Hybrid Compost Screen

Recommendation:

That Council, by minute action, authorize the purchase of one (1) used 2013 Komptech Cribus 2800 Hybrid Compost Screen, with options, from Power Screening LLC, of Commerce City, Colorado, in the amount of \$338,700.00. This Compost Screen will be used by the Solid Waste Division, of the Public Services Department.

Summary:

Quotes were received on December 22, 2014, for one Used Compost Screen. The following Quotes were supplied by out of state vendors. The Quotes were as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Total</u>
2013 Komptech Cribus 2800 Hybrid Demo (800 hours)	Power Screening Commerce City, CO.	\$338,700.00	\$338,700.00
2014 Komptech Cribus 2800 Hybrid Demo (10-15 hours)	Power Screening Commerce City, CO.	\$383,200.00	\$383,200.00
2014 Vermeer TR626 Demo (350 hours)	Vermeer Commerce City, CO.	\$372,097.88	\$372,097.88
2014 Terra Select T6 Demo (500 hours)	Petersen Eugene, OR.	\$330,000.00	\$330,000.00

The used 2013 Komptech Cribus 2800 Hybrid was the lowest quoted unit that meets and/or exceeds all the necessary requirements. The one-man quick change drum combined with the Hybrid operation results in the Komptech model being the preferred equipment. The specific piece of equipment recommended to be purchased, the 2013 Komptech, is a low hour (800 hours) machine that has been in Power Screening LLC's fleet for just over a year. Additionally, the vendor will take the unit back to its maintenance shop to perform a servicing of the unit, and the unit comes with a six month, not hour-limit warranty.

The 2014 Komptech Cribus 2800 demo unit has just entered the demo fleet at Power Screening LLC and has only accumulated a few hours (10 -15 hours), putting the newer machine above the budgeted amount of \$350,000. By following the state statute and receiving quotes on used low hour machines city staff is able to propose this purchase under budget at a significant savings over a new machine purchase. There is not a trade-in associated with this purchase. This Solid Waste Division equipment will be funded through the Balefill Reserves.

Neither the Vermeer nor the Terra Select are a hybrid design machine, which increases fuel consumption, and they do not offer a one person drum change operation which is a safety concern for the operator. The Hybrid operation machine utilizes a diesel drive generator and electric motors to obtain an under 2 gallon per hour fuel usage rate, which is almost 3 times more than the competitors.