

REGULAR COUNCIL MEETING
 Tuesday, July 21, 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. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

Council Goals Scorecard
<i>Actions to Date</i>
4
39
19

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 7, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 13, 2015
4. CONSIDERATION OF BILLS AND CLAIMS
5. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish August 4, 2015, as the Public Hearing Date for Consideration of:
 - a. An **Appeal of Decision** of the Planning and Zoning Commission to **Deny a Conditional Use Permit** for a **Detached Accessory Structure (Carport)**, in an R-3 (One to Four Unit Residential) Zoning District, on Lots 139-140, Block 24, North Casper Addition, Located Directly North of the Principal Building at **1134 North Lincoln Street**.

6. PUBLIC HEARINGS

A. Ordinance

1. Consideration of a **Zone Change** of Lot 1, YMCA Addition, located at **315 East 15th Street**, from R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential).
2. Consideration of a **Zone Change** of Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 S 25', Block 154, **Casper Addition**, located at **1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street**, from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential).
3. Consideration of an Amendment to the Casper Municipal Code to **Allow Chickens within the City Limits**.

B. Resolution

1. Consideration of a **Demolition Report and Assessing Real Property for Demolition Costs at 2118 South Jefferson Street**.
2. Consideration of a **Demolition Report and Assessing Real Property for Demolition Costs at 1653 South Washington Street**.

2015 Goals		
Downtown	Infrastructure	Recreation

7. THIRD READING ORDINANCE

A. Consent

1. Annexation of the **Begonia Bluffs Addition**. (Plat tabled)

8. SECOND READING ORDINANCE

A. Consent

1. Approving the **Final Plat** of the **YMCA Addition**, a Plat of the S1/2SE1/4, Section 9, and N1/2NE1/4, Section 16, T33N, R79W, 6th P.M., Natrona County Wyoming, Located at **315 E 15th Street**.
2. Amending Certain Sections of **Chapter 6.04** of the **Casper Municipal Code**, Pertaining to **Animal Care and Control** and 17.12 of the Casper Municipal Code Pertaining to Zoning, **Bees**.

9. RESOLUTIONS

- A. Authorizing Agreement with **71 Construction, Inc.**, in the Amount of \$240,000, for the **Carnation Street Improvements Project**.

- B. Authorizing Agreement with **Knife River, Inc.**, in the Amount of \$2,380,103, for the **West Yellowstone Highway and Walnut Street Reconstruction Project**.

C. Consent

1. Approving a **Vacation and Replat** of Lots 3, 4 & the North 25' of Lot 5, Block 19, Nelson's Addition, to Create Nelson's Addition, Lots 15, 16, 17 and 18, Block 19, Located at **1125, 1129, 1131, and 1135 North Beech Street**.
2. Approving a **Natrona County Plat, Salt Creek Heights Business Center – Phase 2**.
3. Approving a **Natrona County Plat, Salt Creek Heights Business Center – Phase 3**.
4. Adopting the **2015-2019 Five Year Consolidated Plan and Adopting the 2015-2016 Annual Action Plan**, Approving the Proposed Use of Community Development Block Grant Funds, and Authorizing Submission of the same to the **U.S. Department of Housing And Urban Development**.

2015 Goals		
Downtown	Infrastructure	Recreation

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	

9. RESOLUTIONS (continued)

C. Consent

5. Authorizing Agreement with the **University of Wyoming Cooperative Extension Service** in the Amount of \$25,123, for the **Horticultural Extension Specialist Services**.
6. Authorizing Submission of a **Grant Application** to the **Wyoming Water Development Commission** in the Amount of \$500,000, for the **Platte River Revival River Restoration Project**.
7. Authorizing Agreement with **Andreen Hunt Construction** in the Amount of \$239,000, for the **Second Street Water Main Loop**.
8. Authorizing Agreement with **WLC Engineering**, Surveying, and Planning for Construction Administration and Material Testing in the Amount of \$147,300, for the **2015 Miscellaneous Waterline Replacements Project**.
9. Authorizing General Service Contract with **Rocky Mountain Power** in the Amount of \$20,998, for the Electrical Service to the **New Mike Sedar Pool**.
10. Authorizing **Grant** from the **Wyoming Game and Fish Commission** in the Amount of \$45,000, for the **River Restoration Construction in Morad Park Area**.
11. Authorizing **Change Order No. 3** with **Knife River, Inc.**, in the Amount of \$66,770 and a Time Extension of Six Days (6) for the **Country Club Road Reconstruction Project**.
12. Authorizing a **Member Affiliate Agreement** between **Montana Association of Health Care Purchasers (MAHCP) Affiliate**, and the City of Casper for Services Relating to **Employer Data Pooling**.
13. Authorizing Agreement with **GPC Architects, LLC**, in the Amount of \$375,000, for Design Services for the **Hogadon Lodge Project**.
14. Authorizing a Contract for Professional Services with **Community Builders, Inc.**, to Update the **Casper Baby Boomers Project** (the 2008 Community Based Action Research Project for Community Services for Older Adults), in an Amount Not to Exceed \$56,540.00.

2015 Goals		
Downtown	Infrastructure	Recreation
		X
	X	
	X	
		X
		X
	X	X

2015 Goals		
Downtown	Infrastructure	Recreation

10. MINUTE ACTION

A. Consent

1. Authorizing Expenditure of \$115,000 in Community Promotions Funds for Fiscal Year 2016 **Community Promotions Events**, as Outlined in Staff’s Report Dated July 14, 2015, and Authorizing City Manager to Execute Necessary Agreements.

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

Upcoming Council meetings

Council meetings

Tuesday, August 4, 2015 – Council Chambers

Tuesday, August 18, 2015 – Council Chambers

Work sessions

4:30 p.m. Tuesday, July 28, 2015 – Council meeting room

7:00 a.m. Friday, July 31, 2015 – Council meeting room

4:30 p.m. Tuesday, August 11, 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
July 7, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 7, 2015. Present: Councilmen Cathey, Hopkins, Johnson, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell. Absent: Councilman Hedquist.

Moved by Councilman Johnson, seconded by Councilman Pacheco, to, by minute action, excuse the absence of Councilman Hedquist. Motion passed.

Mayor Powell and a citizen led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, approve the minutes of the June 9, 2015, special Council meeting, as published in the Casper-Star Tribune on June 15, 2015. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by minute action, approve the minutes of the June 16, 2015, regular Council meeting, as published in the Casper-Star Tribune on June 23, 2015. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Hopkins, to, by minute action, approve payment of the July 7, 2015, bills and claims, as audited by City Manager Patterson. Mayor Powell noted he wished to abstain from voting on invoices pertaining to Park Ridge Behavioral Healthcare. Motion passed.

Bills & Claims
07/07/15

A/JChavez	Refund	\$30.44
AAALandscaping	Services	\$450.00
AakerSigns	Goods	\$30.00
AAAlcala	Refund	\$322.50
AButh	Reimb	\$31.87
Adbay	Services	\$3,825.00
Adecco	Services	\$3,049.20
AEufemia	Refund	\$59.11
AGiraldo	Services	\$120.00
AHendershot	Refund	\$60.59
AHiatt	Reimb	\$84.53
AHolman	Reimb	\$19.55
AMBI	Services	\$2,001.39
AmericanTitle	Services	\$1,187,637.00
ANelson	Reimb	\$24.00
ArchitecturalDoors	Services	\$300.00
ASundell	Reimb	\$160.00
B/KProsise	Refund	\$38.88

BackburnEnvironmental	Services	\$185.00
BankOfAmerica	Goods	\$393,903.56
Bentz'sTownPump	Goods	\$58.80
BKoch	Reimb	\$56.00
Brenntag	Goods	\$39,997.39
BSchalau	Refund	\$85.23
Burns&McDonnellEngineering	Services	\$3,192.97
C/VBenoit	Refund	\$40.85
Caselle	Services	\$250.00
CasparBuildSystems	Services	\$67,481.10
CasperHousingAuth	Projects	\$582.39
CATC	Funding	\$140,524.00
Centurylink	Services	\$17,018.02
CGould	Reimb	\$224.22
Ch2mHill	Services	\$51,928.64
CHadlock	Reimb	\$443.98
Charter	Services	\$450.00
CIGNA	Services	\$11,790.66
CivilEngineeringProfessionals	Projects	\$26,876.35
ClassSoftware	Services	\$9,107.70
CMccain	Refund	\$50.49
CmmrclRefrig	Services	\$219.36
CNICHealthSolutions	Services	\$60,041.12
CollectionCenter	Services	\$1,997.89
CommTech	Goods	\$2,185.28
Comtronix	Services	\$2,590.05
CShaffer	Refund	\$14.88
DaveLodenConstruction	Projects	\$410.50
DavidsonFixedIncome	Services	\$6,686.21
DavidsonMech	Goods	\$19,500.00
Dell	Goods	\$25,491.33
DeluxeBusinessChecks	Goods	\$212.74
DesertMtn	Goods	\$73,446.02
DKunz	Refund	\$39.86
DoubleDWelding	Services	\$750.00
DowntownDevelopmentAuth	Funding	\$128.64
DPCIndustries	Goods	\$16,483.75
DPike	Refund	\$5.38
EGrill	Reimb	\$248.40
Empco	Services	\$1,710.00
EnvironmentalCivilSolutions	Services	\$17,700.25
EOstby/JWixom	Refund	\$45.56
FergusonEnterprises	Goods	\$21,722.00
FirstData	Services	\$10,340.69
FirstInterstateBank	Services	\$1,267.33
FischerAutoBody	Services	\$1,618.08

FMoore	Reimb	\$86.50
FoodSvcOfAmerica	Goods	\$2,666.57
FTremel	Reimb	\$64.06
FullContactConcrete	Services	\$3,380.00
GCrotty	Reimb	\$160.00
GolderAssociates	Services	\$15,022.76
Good2GoStores	Goods	\$401.71
GreensSewer	Services	\$372.00
GreenTreeArbor	Services	\$456.01
Greiner	Goods	\$93,566.00
GSGArchitecture	Services	\$36,599.50
GYoneda	Reimb	\$121.79
HalesOutfitter	Services	\$69,400.00
HDR Engineering	Projects	\$633.51
HewlettPackard	Goods	\$9,481.84
HighPlainsConstruction	Goods	\$262,097.89
Homax	Goods	\$54,461.68
InbergMillerEngineers	Services	\$3,912.00
IndstrlContnrSvc	Goods	\$4,137.62
Intrafinity	Services	\$12,555.00
JChristensen	Refund	\$35.20
JCunliffe	Refund	\$22.46
JFarrell	Reimb	\$112.00
JHatcher	Reimb	\$352.74
JKollmann	Reimb	\$211.72
JLevin	Reimb	\$482.15
JLutz	Refund	\$517.00
JMason	Refund	\$36.45
JMcGoonan	Reimb	\$112.01
JMoore	Reimb	\$207.00
JNickerson	Reimb	\$2,500.00
JSharkey	Refund	\$50.00
JTiller	Reimb	\$994.46
JTLGroup	Services	\$123,183.18
JWinzenreid	Reimb	\$27.00
K/SAnthony	Refund	\$44.05
KadmasLeeJackson	Services	\$47,304.76
KBuchholz	Reimb	\$224.00
KCollett	Refund	\$56.23
KGallegos	Refund	\$94.87
KMangus	Refund	\$31.07
KNachbar	Reimb	\$278.59
KSchuman	Refund	\$166.92
KVR	Services	\$4,349.35
LaborReady	Services	\$7,829.44
LCornett	Refund	\$9.93

LdrsEdgeConsulting	Services	\$3,995.00
LenhartMasonAssoc	Services	\$340.00
LINA	Services	\$306.29
LKliven	Refund	\$695.40
LMccartney	Reimb	\$65.83
MacarthurCompany	Refund	\$714.99
Manpower	Services	\$4,005.96
McMurryReadyMix	Goods	\$1,436.50
MLopez	Refund	\$27.75
MOgden	Reimb	\$217.89
Motorola	Goods	\$634.00
MSiebler	Refund	\$37.53
MSteele	Refund	\$42.51
NationalBenefitServices	Services	\$18.00
NatlDevelopmentCouncil	Services	\$833.33
NatronaCountyCommissioner	Services	\$1,570.15
NC Clerk	Services	\$638.00
NCConservationDistrict	Funding	\$25,000.00
NCHHealthDept	Funding	\$100,000.00
NCOff	Funds	\$10,368.35
NCSheriffsOffice	Funding	\$129,675.00
NCTreasurer	Taxes	\$150.00
NevesUniforms	Goods	\$6,567.74
NorthParkTransport	Services	\$231.52
NPlatteRiverFoundation	Funding	\$172,000.00
OhlsonLavoie	Services	\$9,815.73
OilCityPrinters	Services	\$20.00
OlsonAutobody	Services	\$3,470.47
OneCallofWy	Services	\$678.75
Paciolan	Services	\$6,915.90
PBrooker	Services	\$300.00
PeaksToPlainsDesign	Services	\$500.00
PepperTank	Goods	\$100.00
Pepsi	Goods	\$12,657.45
PostalPros	Services	\$13,746.54
ProforceLawEnforcement	Goods	\$23,703.23
RailroadManagement	Services	\$1,243.46
RBaughman	Reimb	\$1,212.46
RecycledMaterials	Services	\$2,999.00
RecyklingIndRepairs	Services	\$39,541.50
ResourceStaff	Services	\$6,075.48
RHieb	Reimb	\$958.49
RLokamas	Refund	\$31.22
RNaugle	Refund	\$23.54
RockyMtnPower	Services	\$95,917.11
RStClair	Refund	\$1,710.62

SchererBroConst	Goods	\$5,220.00
ScsAquaterra	Services	\$1,944.00
SHarris	Reimb	\$75.00
SiemensDemagDelavalTurbomachinery	Services	\$2,394.00
SkylineRanches	Services	\$433.57
Smarsh	Services	\$1,967.00
SodaCentral	Refund	\$75.00
Solarwinds	Services	\$10,609.55
SolidWasteProfessionals	Services	\$1,700.00
SourceGas	Services	\$24,218.70
SPariq	Refund	\$26.54
SPhillips	Refund	\$53.68
SpillmanTechnologies	Services	\$1,200.00
SStockero	Reimb	\$497.74
StantecConsultingSvcsInc	Projects	\$14,241.75
StealthPartnerGroup	Services	\$63,887.50
StellarProgramming	Services	\$5,885.00
StotzEquipment	Goods	\$6,825.00
Strata	Services	\$9,349.80
SummitElectric	Services	\$380.00
SyscoFoodSvcs	Goods	\$12,879.03
TapOutDraftTechs	Services	\$190.00
TCutrell	Reimb	\$3,412.50
TJBlevins	Refund	\$32.10
TretoConstruction	Projects	\$117,984.38
UltraMax	Goods	\$11,509.00
VentureTech/ISC	Services	\$76,736.08
Viewpoint	Services	\$1,400.00
VisionServicePlan	Services	\$1,394.88
Visits	Services	\$42.75
VlastosHenleyDrell	Services	\$3,566.13
WBohman	Reimb	\$561.31
WChambers	Reimb	\$215.22
WestCoastRotor	Goods	\$5,016.46
WesternPlainsLandscaping	Services	\$3,500.00
WesternPowerWash	Services	\$40,012.75
WesternWaterConsult	Services	\$1,351.50
WestlandPark	Services	\$2,351.47
WestPlainsEngineering	Services	\$6,569.50
Worldwash	Services	\$575.00
WorthingtonLenhart&Carpenter	Services	\$19,768.32
WrightBrothers	Projects	\$64,617.22
WrightWayRoofing	Services	\$6,500.00
WTrembath	Reimb	\$349.25
WYDOT	Services	\$22,774.54
WyMedCenter	Services	\$668.88

YouthCrisisCenter	Funding	\$5,029.21
ZSzekely	Services	\$1,381.40
Zunesis	Services	\$2,794.96
		\$4,231,516.11

Moved by Councilman Cathey, seconded by Councilman Johnson, to, by minute action, establish July 21, 2015, as the public hearing date for the consideration of:

- a. zone change of Lot 1, YMCA Addition, located at 315 East 15th Street, from R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential);
- b. zone change of Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 South 25', Block 154, Casper Addition, located at 1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street, from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential);
- c. amendment to the Casper Municipal Code to allow chickens within the City limits;
- d. demolition report and assessing real property for demolition costs at 2118 South Jefferson Street; and
- e. demolition report and assessing real property for demolition costs at 1653 South Washington Street.

Motion passed.

Mayor Powell opened the public hearing for the consideration of the plat of the YMCA Addition.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to John Patterson, dated June 10, 2015 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 29, 2015. City Manager Patterson provided a brief report.

Speaking in support was: Jim Jones of Civil Engineering Professionals, Inc., 6080 Enterprise Drive.

Speaking in opposition was: Pete Beatty, 2063 Begonia; and Keith Derby, 210 Daisy. Mr. Jones addressed questions and concerns raised by the Council and citizens. It was clarified that the platting of this area would not have any impact on the armory commemorative statue.

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

Following ordinance read:

ORDINANCE NO. 15-15
 AN ORDINANCE APPROVING THE FINAL PLAT OF THE
 YMCA ADDITION, COMPRISING 13.83 ACRES, MORE OR
 LESS.

Councilman Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Hopkins. Motion passed.

Mayor Powell opened the public hearing for the consideration of the Municipal Code amendment to allow beekeeping.

City Attorney Luben entered two (2) exhibits: correspondence from Liz Becher, to John Patterson, dated July 1, 2015 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 29, 2015. City Manager Patterson provided a brief report.

Speaking in support was: Tate Belden, 2116 Fontenelle; Bunky Loucks, 1555 West Coffman; Polly Cross of the Wyoming Department of Agriculture; Debby Reddy, 2150 Valcaro; and Casey Beck 1578 Begonia. Mr. Belden provided a handout to Council that addressed frequently asked questions. Ms. Cross also provided a handout to Council of Wyoming Statutes regarding apiary registration and inspection.

There being no others to speak for or against the issues involving the amendment to allow beekeeping, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 16-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 6.04 OF THE CASPER MUNICIPAL CODE, PERTAINING TO ANIMAL CARE AND CONTROL AND 17.12 OF THE CASPER MUNICIPAL CODE PERTAINING TO ZONING.

Councilman Mundell presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Sandoval. Councilman Cathey voted nay. Motion passed.

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

ORDINANCE NO. 11-15

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 3 AND N1/2 LOT 4, BLOCK 96 OF THE CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification M-1 (Limited Industrial) to C-3 (Central Business); and,

WHEREAS, after a public hearing on April 28, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 3 and N1/2 Lot 4, Block 96 Addition, more commonly known as 335 North Grant Street, is hereby rezoned from zoning classification M-1 (Limited Industrial) to C-3 (Central Business).

SECTION 2:

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

PASSED on 1st reading the 2nd day of June, 2015.

PASSED on 2nd reading the 16th day of June, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of July, 2015.

ORDINANCE NO. 12-15

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 3,
BLOCK 12 OF THE NELSON'S ADDITION SUBDIVISION IN
THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lot from zoning classification R-6 (Manufactured Home (Mobile) Park) to R-3 (One to Four Unit Residential); and,

WHEREAS, after a public hearing on April 28, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 3, Block 12, Nelson's Addition, more commonly known as 1231 North Wolcott Street, is hereby rezoned from zoning classification R-6 (Manufactured Home (Mobile) Park) to R-3 (One to Four Unit Residential).

SECTION 2:

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

PASSED on 1st reading the 2nd day of June, 2015.

PASSED on 2nd reading the 16th day of June, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of July, 2015.

Councilman Mundell presented the two (2) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Hopkins. Motion passed.

The following ordinance was considered, on second reading, by consent agenda.

ORDINANCE NO. 14-15

AN ORDINANCE APPROVING AN ANNEXATION OF PROPERTY ADJOINING THE NORTH PLATTE RIVER, DIRECTLY ABUTTING THE PLATTE VIEW BLUFFS SUBDIVISION, LOCATED GENERALLY NORTHWEST OF THE INTERSECTION OF BEGONIA STREET AND LILAC STREET, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A".

Councilman Cathey presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilman Johnson. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-198

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION FROM THE WYOMING DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ALTERNATIVES PROGRAM FOR THE ROBERTSON ROAD TRAIL EXTENSION.

RESOLUTION NO. 15-199

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM KEEP AMERICA BEAUTIFUL.

RESOLUTION NO. 15-200

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH KNIFE RIVER, INC., FOR THE COMPOST YARD IMPROVEMENTS, PROJECT NO. 13-47.

RESOLUTION NO. 15-201

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 WITH HIGH PLAINS CONSTRUCTION, INC., FOR A PRICE INCREASE AS PART OF THE CASPER RAW WATER IRRIGATION IMPROVEMENTS PROJECT.

RESOLUTION NO. 15-202

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2, TO THE AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR ADDITION OF HDPE PIPE LINER WORK FOR THE EAGLE DRIVE STORM SEWER REPAIR, PROJECT NO. 14-44.

RESOLUTION NO. 15-203

A RESOLUTION AUTHORIZING CONSENT TO THE SUBLEASE OF LICENSE AGREEMENT BETWEEN THE CITY OF CASPER AND ATC SEQUOIA LLC.

RESOLUTION NO. 15-204

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CK MECHANICAL, INC., FOR WASTEWATER TREATMENT PLANT HEADWORKS BUILDING HEATER REPLACEMENT PROJECT.

RESOLUTION NO. 15-205

A RESOLUTION AUTHORIZING A CONTRACT WITH ATLAS OFFICE PRODUCTS FOR PROVISION OF OFFICE SUPPLIES.

Councilman Johnson presented the foregoing eight (8) resolutions for adoption. Seconded by Councilman Sandoval. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Sandoval, to, by consent minute action, authorize the issuance of a Taxicab Company License to Garth Pabst and Tim Rodgers, d.b.a. Eagle Cab, located at 4462 Highway Street, Mills, Wyoming; and accept a change in the dispensing room of Forward Development, LLC, located at 441 Landmark Drive.

No citizens addressed the Council.

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, July 14, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, July 21, 2015, in the Council Chambers.

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

The meeting was adjourned at 7:00 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

71 CONSTRUCTION, INC.

68741C HOT MIX
68703C HOT MIX

\$3,657.55
\$165.55
\$3,823.10 Subtotal for Dept. Streets
\$3,823.10 Subtotal for Vendor

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

15-06-521 POSTAGE
15-06-538 POSTAGE

\$12.18
\$30.70
\$42.88 Subtotal for Dept. Balefill

15-06-524 POSTAGE

\$105.27
\$105.27 Subtotal for Dept. Casper Events Center

15-06-520 POSTAGE

\$29.72
\$29.72 Subtotal for Dept. City Attorney

15-06-522 POSTAGE
15-06-540 POSTAGE

\$5.12
\$32.43
\$37.55 Subtotal for Dept. City Manager

15-06-530 POSTAGE

\$19.13
\$19.13 Subtotal for Dept. Council

15-06-525 POSTAGE

\$639.78
\$639.78 Subtotal for Dept. Finance

15-06-526 POSTAGE

\$50.20
\$50.20 Subtotal for Dept. Fire

15-06-537 POSTAGE
15-06-534 POSTAGE

\$21.55
\$35.36
\$56.91 Subtotal for Dept. Human Resources

15-05-555 POSTAGE

\$8.75
\$8.75 Subtotal for Dept. Metro Animal

15-06-535 POSTAGE

\$409.83
\$409.83 Subtotal for Dept. Police

15-06-533 POSTAGE

\$86.30
\$86.30 Subtotal for Dept. Water
\$1,486.32 Subtotal for Vendor

AAA LANDSCAPING

8452 WEED CONTRACTOR

\$457.25
\$457.25 Subtotal for Dept. Code Enforcement

8210 LANDSCAPING SERVICES

\$590.00
\$590.00 Subtotal for Dept. Refuse Collection
\$1,047.25 Subtotal for Vendor

ACCENT ENVIROBALE, INC.

9526406 PROX SENSOR/ENVIROBALE

\$640.64
\$640.64 Subtotal for Dept. Balefill
\$640.64 Subtotal for Vendor

ADECCO USA, INC.

67673401 LANDFILL LITTER CREW
67663577 LANDFILL LITTER CREW
67682868 LANDFILL LITTER CREW

\$1,435.50
\$1,277.10
\$1,336.50

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

\$4,049.10 Subtotal for Dept. Balefill
\$4,049.10 Subtotal for Vendor

ADVANCED TRAFFIC PRODUCTS, INC.
6301512475 SUPPLIES

\$30,686.00
\$30,686.00 Subtotal for Dept. Traffic
\$30,686.00 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.
80-113098 O & E REPORT - 718 N GRANT

\$85.00
\$85.00 Subtotal for Dept. Code Enforcement
\$85.00 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING
5732 HVAC MAINTENANCE

\$180.00
\$180.00 Subtotal for Dept. Balefill
\$180.00 Subtotal for Vendor

B & B SALES & SERVICE

6587 MOWING/REMOVAL OF LITTER 1821
6583 MOWING - SAGE PARK
6584 MOWING - SW CORNER OF 12/MCKIN
6588 WEED CONTRACTOR
6589 MOWING 1152 S CHESTNUT

\$463.00
\$900.00
\$623.00
\$157.18
\$319.41
\$2,462.59 Subtotal for Dept. Code Enforcement
\$2,462.59 Subtotal for Vendor

BERTAPELLE, ANDREW
0024600189 REFUND

\$54.18
\$54.18 Subtotal for Dept. Water
\$54.18 Subtotal for Vendor

BRAASTAD, CORY
0024600193 REFUND

\$58.62
\$58.62 Subtotal for Dept. Water
\$58.62 Subtotal for Vendor

BRENNTAG PACIFIC, INC.
BPI536565 CHEMICALS
BPI536564 CHEMICALS

\$8,233.87
\$10,411.41
\$18,645.28 Subtotal for Dept. Water Treatment Plant
\$18,645.28 Subtotal for Vendor

BRIAN WILLIAMS
RIN0025544 CLOTHING REIMBURSEMENT

\$88.10
\$88.10 Subtotal for Dept. Balefill
\$88.10 Subtotal for Vendor

CAROLINA SOFTWARE

58571 WIRELESS SIGNATURE DEVICE
57947 SOFTWARE MAINTENANCE/W-WIZARD
58078 SOFTWARE MAINTENANCE/W-WORKS

\$692.51
\$250.00
\$450.00
\$1,392.51 Subtotal for Dept. Balefill

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

\$1,392.51 Subtotal for Vendor

CASPER MTN. FIRE DISTRICT

1020 PROF.SERV CONTRACT 2015-2016

\$7,500.00

\$7,500.00 Subtotal for Dept. Social Community Services

\$7,500.00 Subtotal for Vendor

CASPER MUNICIPAL BAND

RIN0025526 TAX ALLOCATION FY16

\$111,000.00

RIN0025526 ADJUSTMENT FOR FY15

\$12,974.44

\$123,974.44 Subtotal for Dept. Social Community Services

\$123,974.44 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

128960 JUNE15 SYSTEM INVESTMENT FEES

\$28,182.00

128916 JUNE15 WHOLESALE WATER

\$589,226.81

\$617,408.81 Subtotal for Dept. Water

\$617,408.81 Subtotal for Vendor

CENTURYLINK

RIN0025493 PHONE USE

\$74.86

RIN0025492 PHONE USE

\$37.61

RIN0025491 PHONE USE

\$75.06

RIN0025545 PHONE USE

\$112.11

\$299.64 Subtotal for Dept. Balefill

RIN0025522 PHONE USE

\$126.50

RIN0025525 PHONE USE

\$338.49

RIN0025525 PHONE USE

\$37.61

\$502.60 Subtotal for Dept. Casper Events Center

RIN0025525 PHONE USE

\$39.48

\$39.48 Subtotal for Dept. Cemetery

RIN0025535 PHONE USE

\$63.37

RIN0025522 PHONE USE

\$33.67

RIN0025525 PHONE USE

\$75.22

\$172.26 Subtotal for Dept. City Hall

RIN0025525 PHONE USE

\$65.28

\$65.28 Subtotal for Dept. Code Enforcement

RIN0025525 PHONE USE

\$167.40

RIN0025522 PHONE USE

\$83.64

RIN0025522 PHONE USE

\$37.61

RIN0025522 PHONE USE

\$312.06

RIN0025525 PHONE USE

\$209.92

RIN0025535 PHONE USE

\$65.10

RIN0025522 PHONE USE

\$306.85

RIN0025522 PHONE USE

\$65.28

RIN0025522 PHONE USE

\$61.20

RIN0025522 PHONE USE

\$83.64

RIN0025522 PHONE USE

\$61.20

RIN0025522 PHONE USE

\$23.30

RIN0025522 PHONE USE

\$62.26

RIN0025522 PHONE USE

\$64.96

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

RIN0025522 PHONE USE	\$61.20	
	\$1,665.62	Subtotal for Dept. Communications Center
AP00005707091519 PHONE USE	\$3,070.84	
AP00013207091519 PHONE USE	\$686.48	
AP00014307091519 PHONE USE	\$678.37	
	\$4,435.69	Subtotal for Dept. Finance
RIN0025522 PHONE USE	\$65.28	
RIN0025525 PHONE USE	\$37.61	
RIN0025522 PHONE USE	\$65.28	
RIN0025525 PHONE USE	\$65.28	
RIN0025525 PHONE USE	\$75.22	
RIN0025525 PHONE USE	\$37.61	
RIN0025525 PHONE USE	\$37.61	
RIN0025525 PHONE USE	\$65.28	
RIN0025535 PHONE USE	\$478.98	
RIN0025522 PHONE USE	\$74.46	
RIN0025525 PHONE USE	\$37.61	
	\$1,040.22	Subtotal for Dept. Fire
RIN0025522 PHONE USE	\$63.24	
RIN0025525 PHONE USE	\$37.61	
	\$100.85	Subtotal for Dept. Garage
RIN0025525 PHONE USE	\$43.43	
	\$43.43	Subtotal for Dept. Golf Course
RIN0025525 PHONE USE	\$37.61	
	\$37.61	Subtotal for Dept. Human Resources
RIN0025535 PHONE USE	\$155.37	
	\$155.37	Subtotal for Dept. Metro Animal
RIN0025535 PHONE USE	\$61.32	
RIN0025525 PHONE USE	\$81.34	
RIN0025522 PHONE USE	\$65.28	
	\$207.94	Subtotal for Dept. Parking
RIN0025522 PHONE USE	\$122.40	
RIN0025525 PHONE USE	\$43.43	
	\$165.83	Subtotal for Dept. Parks
RIN0025522 PHONE USE	\$63.24	
RIN0025522 PHONE USE	\$65.28	
RIN0025522 PHONE USE	\$38.36	
RIN0025522 PHONE USE	\$22.45	
RIN0025525 PHONE USE	\$37.61	
	\$226.94	Subtotal for Dept. Police
RIN0025525 PHONE USE	\$37.61	
	\$37.61	Subtotal for Dept. Recreation
RIN0025522 PHONE USE	\$44.48	
RIN0025522 PHONE USE	\$65.28	
RIN0025522 PHONE USE	\$44.48	
RIN0025522 PHONE USE	\$44.48	
RIN0025522 PHONE USE	\$47.53	
RIN0025522 PHONE USE	\$38.36	

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

RIN0025522 PHONE USE	\$34.46	
RIN0025522 PHONE USE	\$44.48	
RIN0025522 PHONE USE	\$51.48	
RIN0025522 PHONE USE	\$44.48	
	\$459.51	Subtotal for Dept. Traffic
RIN0025522 PHONE USE	\$1,641.82	
RIN0025525 PHONE USE	\$37.37	
	\$1,679.19	Subtotal for Dept. Waste Water
RIN0025525 PHONE USE	\$89.84	
RIN0025525 PHONE USE	\$37.61	
RIN0025525 PHONE USE	\$195.53	
	\$322.98	Subtotal for Dept. Water
RIN0025485 PHONE USE	\$42.38	
	\$42.38	Subtotal for Dept. Water Treatment Plant
	\$11,700.43	Subtotal for Vendor

CJ CROWE

RIN0025541 CLOTHING REIMBURSEMENT	\$81.90	
	\$81.90	Subtotal for Dept. Refuse Collection
	\$81.90	Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-040 CRIMESTOPPERS PHONE	\$86.25	
	\$86.25	Subtotal for Dept. Police
	\$86.25	Subtotal for Vendor

CYLDE HANAMAIKAI

023414713101 TOOL REIMBURSEMENT	\$500.00	
	\$500.00	Subtotal for Dept. Garage
	\$500.00	Subtotal for Vendor

DALE BUCKINGHAM ARCHITECTS

2431 ARCH/ENGINEERING AND CA FOR MU	\$1,995.25	
2467 ARCH/ENGINEERING AND CA FOR MU	\$2,301.83	
	\$4,297.08	Subtotal for Dept. Golf Course
	\$4,297.08	Subtotal for Vendor

DAVE LODEN CONSTRUCTION

RIN0025500 SERVICE CALL REC CENTER LEAK	\$500.00	
	\$500.00	Subtotal for Dept. Buildings And Grounds
	\$500.00	Subtotal for Vendor

DELBERT B BOONE

RIN0025528 METH CONF SPEAKER FEES	\$1,500.00	
	\$1,500.00	Subtotal for Dept. Police Grants
	\$1,500.00	Subtotal for Vendor

DELL MARKETING LP

XJPNMC938 SOFTWARE	\$338.35	
	\$338.35	Subtotal for Dept. Balefill
XJPNMC364 VLA OFFICE PRO PLUS	\$338.35	
XJPP35MD4 VLA ACROBAT PRO DC LICENSE	\$396.22	

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

XJPK19P21 ADOBE SYSTEMS	\$734.57	Subtotal for Dept.	City Manager
	\$792.44		
XJPNMC911 SOFTWARE	\$792.44	Subtotal for Dept.	Finance
	\$4,736.90		
XJPNMC8K9 SOFTWARE	\$4,736.90	Subtotal for Dept.	Police
	\$338.35		
XJPP35MD4 VLA ACROBAT PRO DC LICENSE	\$338.35	Subtotal for Dept.	Recreation
	\$396.22		
	\$396.22	Subtotal for Dept.	Water
	\$7,336.83	Subtotal for Vendor	
DELTA DENTAL PLAN OF WY.			
0025537 ADMINISTRATIVE BILLING	\$1,537.25		
0025538 JUNE BILLING	\$30,494.40		
	\$32,031.65	Subtotal for Dept.	Health Insurance
	\$32,031.65	Subtotal for Vendor	
DEPT. OF FAMILY SVCS. - REGISTRY OF ABUSE			
0224-MAY15 VOLUNTEER CERTIFICATIONS	\$120.00		
	\$120.00	Subtotal for Dept.	Police
	\$120.00	Subtotal for Vendor	
DESERT MTN. CORP.			
15-40233 ICE SLICER	\$4,980.30		
	\$4,980.30	Subtotal for Dept.	Streets
	\$4,980.30	Subtotal for Vendor	
EXPRESS GARAGE DOOR SVC.			
1309 E-WASTE BLDG. DOOR REPAIR	\$65.00		
	\$65.00	Subtotal for Dept.	Balefill
	\$65.00	Subtotal for Vendor	
FIRST DATA MERCHANT SVCS CORP.			
REML1071543 CREDIT CARD SERVICE	\$49.57		
	\$49.57	Subtotal for Dept.	Metro Animal
	\$49.57	Subtotal for Vendor	
FIRST INTERSTATE BANK			
RIN0025551 JUNE MONTHLY LOAN SVC FEE	\$25.00		
	\$25.00	Subtotal for Dept.	CDBG
RIN0025540 SERVICE CHARGES JUNE 2015	\$335.73		
	\$335.73	Subtotal for Dept.	Finance
	\$360.73	Subtotal for Vendor	
FIRST INTERSTATE BANK - PETTY CASH			
RIN0025521 PETTY CASH	\$2.27		
RIN0025521 PETTY CASH	\$3.00		
RIN0025521 PETTY CASH	\$14.75		
	\$20.02	Subtotal for Dept.	Fort Caspar
RIN0025521 PETTY CASH	\$35.34		
RIN0025521 PETTY CASH	\$34.00		

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

	\$69.34	Subtotal for Dept.	General Fund
RIN0025530 PETTY CASH	\$345.49		
	\$345.49	Subtotal for Dept.	Metro Animal
RIN0025546 PETTY CASH	\$36.00		
	\$36.00	Subtotal for Dept.	City Manager
RIN0025546 PETTY CASH	\$196.00		
	\$196.00	Subtotal for Dept.	Code Enforcement
RIN0025546 PETTY CASH	\$35.00		
RIN0025546 PETTY CASH	\$3.78		
	\$38.78	Subtotal for Dept.	Planning
RIN0025546 PETTY CASH	\$30.00		
	\$30.00	Subtotal for Dept.	Streets
RIN0025562 PETTY CASH	\$658.24		
	\$658.24	Subtotal for Dept.	Municipal Court
	\$1,393.87	Subtotal for Vendor	
FISERV			
RIN0025561 REFUND - OVERPAYMENT	\$60.00		
	\$60.00	Subtotal for Dept.	Finance
	\$60.00	Subtotal for Vendor	
FOOD SVCS OF AMERICA			
4910796 CONCESSION SUPPLIES	\$131.16		
	\$131.16	Subtotal for Dept.	Casper Events Center
	\$131.16	Subtotal for Vendor	
GARY MARSH, INC.			
362 GREEN&CART FEES 6/1/15-6/30/15	\$27,589.05		
	\$27,589.05	Subtotal for Dept.	Golf Course
	\$27,589.05	Subtotal for Vendor	
GOLDER ASSOCIATES			
417862 AUTOMATED LEACHATE COLLECTION	\$10,263.80		
	\$10,263.80	Subtotal for Dept.	Balefill
	\$10,263.80	Subtotal for Vendor	
GOOD 2 GO STORES			
NP44736710 JUNE FUEL	\$381.99		
	\$381.99	Subtotal for Dept.	Fire
	\$381.99	Subtotal for Vendor	
GREEN TREE ARBORICULTURE LLC			
1-112402 MOWING - 3601 CLOUD	\$129.64		
1-112401 MOWING - 2375 E 7TH STREET	\$114.51		
1-112412 WEED CONTRACTOR	\$313.97		
1-112406 MOWING - WESTSHORE VILLAGE	\$345.22		
1-112399 MOWING - 404 S MCKINLEY	\$90.92		
1-112409 WEED CONTRACTOR	\$88.44		
1-112416 WEED CONTRACTOR	\$304.44		
1-112400 MOWING/REMOVAL OF LITTER FENCE	\$72.62		
	\$1,459.76	Subtotal for Dept.	Code Enforcement

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

\$1,459.76 Subtotal for Vendor

GREEN'S SEWER & DRAIN SVC.

17521 DRAINS AT METRO

\$242.00

\$242.00 Subtotal for Dept. Metro Animal

\$242.00 Subtotal for Vendor

GREINER MOTOR CO - CASPER

FT7299 2016 FORD EXPLORER SUV W/OPTIO

\$27,581.00

\$27,581.00 Subtotal for Dept. Water

\$27,581.00 Subtotal for Vendor

HARRIS COMPUTER SYSTEMS INC.

MN00082664 MAINTENANCE/SUBSCRIPTION

\$72,681.77

\$72,681.77 Subtotal for Dept. Finance

\$72,681.77 Subtotal for Vendor

HAWKINS, INC.

3746028 RI CHEMICALS

\$952.50

\$952.50 Subtotal for Dept. Water Treatment Plant

\$952.50 Subtotal for Vendor

HEWLETT PACKARD

56068627 MONITORS

\$380.00

\$380.00 Subtotal for Dept. Aquatics

56104452 HP 120W ADV DOCKING STN MUF1.0

\$199.00

55913326-CB NEW HP LAPTOP COMPUTER

\$968.28

\$1,167.28 Subtotal for Dept. Casper Events Center

56045191 COMPUTER

\$1,010.50

56071366 COMPUTER

\$1,206.93

\$2,217.43 Subtotal for Dept. Finance

\$3,764.71 Subtotal for Vendor

HEWLETT PACKARD COMPANY

56055584 ENCUMBER FUNDS FOR COMPUTERS T

\$5,085.24

56065239 ENCUMBER FUNDS FOR COMPUTERS T

\$6,777.96

\$11,863.20 Subtotal for Dept. Police

\$11,863.20 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

PA1 15.24 HOT MIX

\$65,222.01

\$65,222.01 Subtotal for Dept. Streets

\$65,222.01 Subtotal for Vendor

HOMAX OIL SALES, INC.

CL64957 JUNE FUEL

\$4,981.09

\$4,981.09 Subtotal for Dept. Water

\$4,981.09 Subtotal for Vendor

HVASTKOV, GUNARS

0024600194 REFUND

\$18.57

\$18.57 Subtotal for Dept. Water

\$18.57 Subtotal for Vendor

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

INSTALLATION & SVC. CO.

25557 VAC TRUCK-SAND INTERCEPTORS

\$347.00

\$347.00 Subtotal for Dept. Casper Events Center

\$347.00 Subtotal for Vendor

INTERNATIONAL COLISEUMS COMPANY

15-25-1 EVENTS CENTER STORAGE BUILDING

\$8,056.43

\$8,056.43 Subtotal for Dept. Casper Events Center

\$8,056.43 Subtotal for Vendor

JACOB IMEL

RIN0025542 CLOTHING REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Balefill

\$75.00 Subtotal for Vendor

JASON KNOPP

RIN0025494 2015 APWA CONFERENCE & TRAVEL

\$2,659.40

\$2,659.40 Subtotal for Dept. Engineering

\$2,659.40 Subtotal for Vendor

JEFF GRAY

39454 IRRIGATION FUSES

\$17.00

\$17.00 Subtotal for Dept. Parks

\$17.00 Subtotal for Vendor

JOHNSTON, MELISSA

0024652891 REFUND

0024652891 REFUND

\$75.97

\$75.00

\$150.97 Subtotal for Dept. Water

\$150.97 Subtotal for Vendor

JOLENE MARTINEZ

RIN0025550 TRAVEL REIMBURSEMENT

\$12.43

\$12.43 Subtotal for Dept. City Manager

\$12.43 Subtotal for Vendor

JOY CLARK

RIN0025560 TRAVEL REIMBURSEMENT

\$102.24

\$102.24 Subtotal for Dept. Planning

\$102.24 Subtotal for Vendor

JUSTIN MAKI

2636191 CLOTHING REIMBURSEMENT

\$500.00

\$500.00 Subtotal for Dept. Police

\$500.00 Subtotal for Vendor

KATHRYN HALLOCK

RIN0025501 CLOTHING REIMBURSEMENT

\$167.61

\$167.61 Subtotal for Dept. Parks

\$167.61 Subtotal for Vendor

KNIFE RIVER/JTL

117611 PLANT MIX

\$12,590.72

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

117612 PLANT MIX	\$256.64
117360 PLANT MIX	\$1,563.52
117312 PLANT MIX	\$169.20

\$14,580.08 Subtotal for Dept. Streets
\$14,580.08 Subtotal for Vendor

LABOR READY CENTRAL, INC.

19803733 LABOR	\$546.32
19813969 LABOR	\$113.52
19821020 LABOR	\$723.69
19803734 LABOR	\$5,981.09
19813970 LABOR	\$227.04
19821019 LABOR	\$120.62
19811109 LABOR	\$4,384.80
19840542 LABOR	\$141.90
19811110 LABOR	\$4,455.66

\$16,694.64 Subtotal for Dept. Casper Events Center
\$16,694.64 Subtotal for Vendor

LINA

0025536 RETIREE PREMIUM	\$306.29
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\$306.29 Subtotal for Dept. Health Insurance
\$306.29 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES, INC.

JC123010 AQUATICS CENTER HVAC NETWORK	\$14,739.00
JC123011 CITY HALL HVAC NETWORK UPDATES	\$14,739.00

\$29,478.00 Subtotal for Dept. Buildings & Grounds
\$29,478.00 Subtotal for Vendor

MANPOWER, INC.

28814431 LANDFILL LITTER CREW	\$571.20
28787418 LANDFILL LITTER CREW	\$408.00

\$979.20 Subtotal for Dept. Balefill
\$979.20 Subtotal for Vendor

MCAULEY, CHRIS

0024600192 REFUND	\$18.85
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\$18.85 Subtotal for Dept. Water
\$18.85 Subtotal for Vendor

MCMURRY READY MIX CO.

220488 CONCRETE	\$276.25
220489 CONCRETE	\$221.00
220564 CONCRETE	\$165.75
220563 CONCRETE	\$386.75
220562 CONCRETE	\$276.25

\$1,326.00 Subtotal for Dept. Streets

220490 CONCRETE	\$110.50
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\$110.50 Subtotal for Dept. Water
\$1,436.50 Subtotal for Vendor

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

MEGAN SCHAFFER

RIN0025524 DEPOSIT REFUND

\$500.00
\$500.00 Subtotal for Dept. Recreation
\$500.00 Subtotal for Vendor

MICHELLE BAHE

RIN0025520 TRAVEL REIMBURSEMENT

\$346.73
\$346.73 Subtotal for Dept. Fort Caspar
\$346.73 Subtotal for Vendor

MICRONICHE, INC.

B15-10171 MICRONICHE SUPPORT FEE

\$1,400.00
\$1,400.00 Subtotal for Dept. Property & Liability Insurance
\$1,400.00 Subtotal for Vendor

MIKE DEAN

50537780 REPAIRS

\$22.35
\$22.35 Subtotal for Dept. Water
\$22.35 Subtotal for Vendor

MORRISON, WILLIAM

0024652892 REFUND

\$19.32
\$19.32 Subtotal for Dept. Water
\$19.32 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

12113 ETHERNET SERVICE

\$512.50
\$512.50 Subtotal for Dept. Communications Center

12112 ETHERNET CONNECTIONS

\$1,015.00

11554 SPECIAL SERVICE ETHERNET

\$350.00

\$1,365.00 Subtotal for Dept. Police

10969 DOMAIN RENEWAL PRR.COM

\$129.00

\$129.00 Subtotal for Dept. Refuse Collection

\$2,006.50 Subtotal for Vendor

MUNICIPAL CODE CORP.

00257402 MUNI CODE SUPPLEMENT 57

\$20.73
\$20.73 Subtotal for Dept. Casper Events Center

00257402 MUNI CODE SUPPLEMENT 57

\$145.24

\$145.24 Subtotal for Dept. City Attorney

00257402 MUNI CODE SUPPLEMENT 57

\$82.92

\$82.92 Subtotal for Dept. City Manager

00257402 MUNI CODE SUPPLEMENT 57

\$82.92

\$82.92 Subtotal for Dept. Code Enforcement

00257402 MUNI CODE SUPPLEMENT 57

\$20.73

\$20.73 Subtotal for Dept. Communications Center

00257402 MUNI CODE SUPPLEMENT 57

\$82.92

\$82.92 Subtotal for Dept. Council

00257402 MUNI CODE SUPPLEMENT 57

\$41.46

\$41.46 Subtotal for Dept. Engineering

00257402 MUNI CODE SUPPLEMENT 57

\$41.46

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00257402 MUNI CODE SUPPLEMENT 57
 00257402 MUNI CODE SUPPLEMENT 57

\$41.46 Subtotal for Dept. Municipal Court
 \$20.73
\$20.73 Subtotal for Dept. Parks
 \$62.19
\$62.19 Subtotal for Dept. Planning
 \$103.65
\$103.65 Subtotal for Dept. Police
 \$20.73
\$20.73 Subtotal for Dept. Refuse Collection
 \$20.73
\$20.73 Subtotal for Dept. Water
\$746.41 Subtotal for Vendor

NATIONAL BENEFIT SERVICES 504948 ADMINISTRATIVE FEES

\$407.10
\$407.10 Subtotal for Dept. Health Insurance
\$407.10 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL 5667 TECHNICAL ASSISTANCE

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

NATRONA COUNTY - SHERIFFS' OFFICE 1502 JUVENILE PRISONER CARE JUNE

\$7,500.00
\$7,500.00 Subtotal for Dept. Police
\$7,500.00 Subtotal for Vendor

NATRONA COUNTY CLERK RIN0025556 RECORDING

\$315.00
\$315.00 Subtotal for Dept. Planning
\$315.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE38504 UNIFORMS \$229.95
 LN-316643 UNIFORMS \$1,187.55
 NE38451 UNIFORMS \$129.90
 LN-316823 UNIFORMS \$284.95
 NE38606 UNIFORMS \$54.95
 LN-316650 UNIFORMS \$1,900.30
 LN-316642 UNIFORMS \$1,847.30
 LN-316594 UNIFORMS \$1,319.50
 NE38471 UNIFORMS \$34.95
 LN-316644 UNIFORMS \$1,715.35
 LN-316645 UNIFORMS \$1,451.45

\$10,156.15 Subtotal for Dept. Police
\$10,156.15 Subtotal for Vendor

NICOLAYSEN ART MUSEUM 1207 COMMUNITY PROMTIONS CASH FUNDI

\$12,222.22
\$12,222.22 Subtotal for Dept. Council

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

\$12,222.22 Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER 4497 REPAIRS

\$4,899.27
\$4,899.27 Subtotal for Dept. Garage
\$4,899.27 Subtotal for Vendor

ONE CALL OF WY.

38583 JUNE15 LOCATE TICKETS

38583 JUNE15 LOCATE TICKETS

\$328.39
\$328.39 Subtotal for Dept. Sewer
 \$401.36
\$401.36 Subtotal for Dept. Water
\$729.75 Subtotal for Vendor

P-CARD VENDORS

00030502 PAPER \$29.88
 00030632 SAMS INTERNET - Purchase \$155.77
 00030672 TONER \$10.99
 00030581 INK \$21.54
 00030577 SAMS CLUB #6425 - Purchase \$98.24
 00030431 ARC SERVICES/TRAINING - Purcha \$385.00
 00030516 HAWKINS INC - Purchase \$2,526.15
 00030577 SAMS CLUB #6425 - Purchase \$63.78
 00030577 SAMS CLUB #6425 - Purchase \$338.08
 00030536 SUN COUNTRY DISTRIBUTI - Purch \$2,709.60
 00030672 TONER \$11.02
 00030520 FACEBOOK 2YDPB8NWR2 - Purchase \$34.90

\$6,384.95 Subtotal for Dept. Aquatics

00030611 THE HOME DEPOT 6001 - Purchase \$334.95
 00030320 CPS DISTRIBUTORS INC C - Purch \$7.19
 00029066 MURDOCH'S RANCH & HOME - Purch \$309.98
 00030587 FEDEX 805012214146 - Purchase \$86.06
 00026737 WYOMING MACHINERY CO - Purchas \$492.76
 00030398 AmeriGas - Purchase \$264.84
 00030465 CPU VENTURE TECH NETWO - Purch \$25.00
 00030394 CPU VENTURE TECH NETWO - Purch \$24.95
 00030608 THE HOME DEPOT 6001 - Purchase \$319.00
 00030616 SAMS CLUB #6425 - Purchase \$92.90
 00030636 THE HOME DEPOT 6001 - Credit (\$334.95)
 00030578 DRIVEN POWERSPORTS - Purchase \$79.95
 00030426 CASPER STAR TRIBUNE - Purchase \$384.00
 00030426 CASPER STAR TRIBUNE - Purchase \$835.00
 00030589 MENARDS CASPER - Purchase \$936.92
 00030563 CASPER STAR TRIBUNE - Purchase \$176.28

\$4,034.83 Subtotal for Dept. Balefill

00030645 PRAIRIE PELLA WYOMING - Purcha \$32.10
 00030412 AIRGAS CENTRAL - Purchase \$71.73
 00030408 BLOEDORN LUMBER CASPER - Purch \$6.29
 00030490 TETON STEEL - Purchase \$28.00
 00030506 MENARDS CASPER - Purchase \$15.94
 00030544 AIRGAS CENTRAL - Purchase \$43.04

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00030568	BLOEDORN LUMBER CASPER - Purch	\$1.80	
00030416	SQ ISC, INC. DBA VENT - Purch	\$631.68	
00030481	CASPER WINNELSON CO - Purchase	\$6.22	
00030475	HERCULES INDUSTRIES CA - Purch	\$75.86	
00030638	SUTHERLANDS 2219 - Purchase	\$16.96	
00030659	CASPER WINNELSON CO - Purchase	\$33.23	
00030585	BLOEDORN LUMBER CASPER - Purch	\$55.21	
00030671	CASPER WINNELSON CO - Purchase	\$56.81	
00030551	HERCULES INDUSTRIES CA - Purch	\$98.89	
00030543	CASPER WINNELSON CO - Purchase	\$149.32	
00030685	SHERWIN WILLIAMS #3439 - Purch	\$51.87	
00030375	NORCO INC - Purchase	\$30.05	
00030646	CASPER WINNELSON CO - Purchase	\$20.07	
00030542	DIAMOND VOGEL PAINT #7 - Purch	\$39.96	
00030417	MENARDS CASPER - Purchase	\$297.00	
00030559	BLOEDORN LUMBER CASPER - Purch	\$36.88	
00030574	CASPER WINNELSON CO - Purchase	\$38.52	
00030443	THE HOME DEPOT 6001 - Purchase	\$116.28	
00030434	WW GRAINGER - Purchase	\$6.80	
00030566	DIAMOND VOGEL PAINT #7 - Purch	\$25.73	
00030347	NORCO INC - Purchase	\$293.63	
00030333	NORCO INC - Purchase	\$511.68	
00030686	BAILEYS ACE HARDWARE - Purchas	\$13.98	
00030321	NORCO INC - Purchase	\$69.22	
00030561	BLOEDORN LUMBER CASPER - Purch	\$2.80	
00030523	PRAIRIE PELLA WYOMING - Purcha	\$66.50	
		\$2,944.05	Subtotal for Dept. Buildings And Grounds
00030197	NOLAND FEED INC. - Purchase	\$173.00	
00030600	TURF MASTER LLC - Credit	(\$58.75)	
00030404	KOMATSU EQUIP GILLETTE - Credi	(\$5.25)	
00030182	GEOTEC INDUSTRIAL SUPP - Purch	\$342.00	
00028245	KOMATSU EQUIP GILLETTE - Purch	\$122.75	
		\$573.75	Subtotal for Dept. Capital Projects
00030400	CASPER WINNELSON CO - Purchase	\$26.72	
00030520	FACEBOOK 2YDPB8NWR2 - Purchase	\$372.77	
00030614	PIZZA HUT #238 - Purchase	\$69.95	
00030595	IN PEDENS INC. - Purchase	\$240.00	
00030432	FEDEXOFFICE 00009423 - Purch	\$73.52	
00030235	SAMS CLUB #6425 - Purchase	\$199.98	
00030677	WM SUPERCENTER #1617 - Purchas	\$7.04	
00030380	HOSE & RUBBER SUPPLY - Purchas	\$283.43	
00030639	KMART 4736 - Purchase	\$326.78	
00030644	NORCO INC - Purchase	\$228.64	
00030091	CASPER STAR TRIBUNE - Purchase	\$12,079.36	
00030666	BLOEDORN LUMBER CASPER - Purch	\$14.61	
00030521	FACEBOOK ZXDPB8NWR2 - Purchase	\$290.93	
00030392	SAMS CLUB #6425 - Purchase	\$10.68	
00030309	WM SUPERCENTER #1617 - Purchas	\$66.19	
00030427	LONG BLDG. TECHNOLOGIE - Purch	\$4,246.00	
00030655	WW GRAINGER - Purchase	\$118.52	

Bills and Claims

City of Casper

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00030437	VERSATEL COMMUNICATION - Purch	\$98.00	
00030392	SAMS CLUB #6425 - Purchase	\$55.23	
00029147	CHARTER COMM - Purchase	\$140.20	
00030511	ALBERTSONS - Purchase	\$1.98	
00030250	SHIRTS & MORE, INC. - Purchase	\$500.00	
00030670	WOODWORKERS SUPPLY, IN - Purch	\$97.26	
00030392	SAMS CLUB #6425 - Purchase	\$21.44	
00030602	WM SUPERCENTER #1617 - Purchas	\$31.69	
00030447	VERSATEL COMMUNICATION - Purch	\$97.50	
00030244	BURBACKS REFRIGERATION - Purch	\$210.00	
00030477	ATLAS OFFICE PRODUCTS - Purcha	\$465.44	
00030332	WYOMING OFFICE PRODUCT - Purch	\$192.76	
00030511	ALBERTSONS - Purchase	\$56.92	
00030263	BEST NAME BADGES - Purchase	\$16.70	
00030289	AGP PROPANE SERVICES - Purchas	\$59.48	
00030669	SAMS CLUB #6425 - Purchase	\$390.26	
00030706	THE HOME DEPOT 6001 - Purchase	\$57.55	
00030696	FINANCIAL SERVICES - Purchase	\$818.76	
		\$21,966.29	Subtotal for Dept. Casper Events Center
00030455	WESTERN STATES FIRE PR - Purch	\$2,570.00	
		\$2,570.00	Subtotal for Dept. CDBG
00029995	MOUNTAIN STATES LITHOG - Purch	\$74.10	
		\$74.10	Subtotal for Dept. Cemetery
00030371	QTS RESTAURANT CODY - Purchase	\$7.22	
00030353	LA COMIDA - Purchase	\$15.99	
00030205	LA COMIDA - Purchase	\$16.51	
00030358	HOLIDAY INN CODY - Purchase	\$417.00	
00030339	ALBERTSONS - Purchase	\$7.38	
00030658	TOP OFFICE PRODUCTS IN - Purch	\$128.91	
00030330	LA COMIDA - Purchase	\$14.97	
00030364	BEST WESTERN PREMIER I - Purch	\$518.40	
00030501	ATLAS OFFICE PRODUCTS - Purcha	\$43.46	
00030374	HOLIDAY INN CODY - Purchase	\$278.00	
00030280	8TH STREET RESTAURANT - Purcha	\$21.18	
00030326	BEST WESTERN PREMIER I - Credi	(\$38.40)	
00030324	8TH STREET RESTAURANT - Purcha	\$14.92	
00030307	QTS RESTAURANT CODY - Purchase	\$9.26	
00030302	8TH STREET RESTAURANT - Purcha	\$14.92	
		\$1,469.72	Subtotal for Dept. City Attorney
00030131	DSASUMO THAI RESTAURAN - Purch	\$40.00	
00030162	LEE NEWSPAPER SUBSCRIP - Purch	\$265.20	
00030527	ATLAS OFFICE PRODUCTS - Purcha	\$18.14	
		\$323.34	Subtotal for Dept. City Manager
00030749	ATLAS OFFICE PRODUCTS - Purcha	\$12.14	
00030522	ATLAS REPRODUCTION - Purchase	\$32.00	
00030297	ATLAS OFFICE PRODUCTS - Purcha	\$149.95	
00030576	ATLAS OFFICE PRODUCTS - Purcha	\$58.53	
		\$252.62	Subtotal for Dept. Code Enforcement
00029490	GUS GLOBALSTAR USA - Purchase	\$228.12	

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00030130 AT&T 0512212799001 - Purcha	\$15.98	
00030158 VZWRLSS IVR VB - Purchase	\$89.18	
00030422 CHARTER COMM - Purchase	\$76.04	
00030248 TW ENTERPRISES INC - Purchase	\$666.77	
00030402 OFFICEMAX/OFFICEDEPOT6 - Purch	\$14.67	
00030456 AT&T 0512212711001 - Purcha	\$40.60	
	\$1,131.36	Subtotal for Dept. Communications Center
00030569 EGGINGTONS - Purchase	\$58.07	
00029713 CHEYENNE LITTLE AMERIC - Purch	\$103.40	
	\$161.47	Subtotal for Dept. Council
00030480 ATLAS OFFICE PRODUCTS - Purcha	\$1,046.38	
00030440 ATLAS OFFICE PRODUCTS - Purcha	\$133.12	
	\$1,179.50	Subtotal for Dept. Engineering
00030444 ATLAS OFFICE PRODUCTS - Purcha	\$69.52	
00030606 THE HOME DEPOT 6001 - Purchase	\$17.20	
00030668 ATLAS OFFICE PRODUCTS - Purcha	\$203.02	
	\$289.74	Subtotal for Dept. Finance
00029762 EXXONMOBIL 47737358 - Purch	\$31.02	
00030540 ALBERTSONS #2060 - Purchase	\$36.66	
00029288 SUTHERLANDS 2219 - Purchase	\$7.98	
00030429 NORCO INC - Purchase	\$2,083.09	
00030372 CASPER FIRE EXTINGUISH - Purch	\$57.50	
00030344 IN NATIONWIDE SUPPLY, - Purch	\$295.68	
00030340 IN NATIONWIDE SUPPLY, - Purch	\$61.73	
00030634 AMERICAN SAFETY AS - Purchase	\$331.00	
00029205 STAPLES 00114181 - Purch	\$111.27	
00029336 HARBOR FREIGHT TOOLS 3 - Purch	\$25.17	
00030597 BLOEDORN LUMBER CASPER - Purch	\$45.74	
00029769 AED SUPERSTORE - Purchase	\$528.00	
00029251 BEST WESTERN PLUS - Purchase	\$316.08	
	\$3,930.92	Subtotal for Dept. Fire
00030525 L N CURTIS & SONS - Purchase	\$8,420.00	
00030300 L N CURTIS & SONS - Purchase	\$8,420.00	
	\$16,840.00	Subtotal for Dept. Fire Dept
00030484 HISTORICAL EMPORIUM - Purchase	\$334.70	
00030476 ATLAS OFFICE PRODUCTS - Purcha	\$193.20	
00030547 Comtronix - Purchase	\$275.80	
00030460 JAS TOWNSEND AND SONS - Purcha	\$215.00	
00030451 CPU VENTURE TECH NETWO - Purch	\$1,269.95	
00030368 IN SLASH BACK CANVAS - Purcha	\$77.00	
00030439 IN SLASH BACK CANVAS - Purcha	\$1,667.00	
00030423 FACEBOOK BJY9H7EU72 - Purchase	\$20.00	
00030424 PANTHER PRIMITIVES - Purchase	\$159.84	
	\$4,212.49	Subtotal for Dept. Fort Caspar
00030539 NAPA	(\$8.40)	
00030539 NAPA	(\$15.00)	
00030128 WEAR PARTS INC - Purchase	\$13.00	
00030539 NAPA	\$28.19	
00030539 NAPA	\$313.47	

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00030539 NAPA	\$5.09
00030539 NAPA	\$32.49
00030560 ASAP RADIATOR AND SUPP - Purch	\$178.88
00030147 STOTZ EQUIPMENT - Purchase	\$18.68
00030098 TIRE PROFESSIONALS	\$1,720.00
00030122 IN VEHICLE LIGHTING S - Purch	\$109.71
00030098 TIRE PROFESSIONALS INC - Purch	\$11,475.08
00030580 STOTZ EQUIPMENT - Credit	(\$79.46)
00030579 CASPER TIRE - Purchase	\$480.00
00030598 HOSE & RUBBER SUPPLY - Purchas	\$104.33
00030135 STOTZ EQUIPMENT - Purchase	\$203.86
00030231 GREINER MOTOR COMPANY - Purcha	\$236.04
00030539 NAPA	\$62.16
00030539 NAPA	\$6.29
00030539 NAPA	\$585.15
00030024 STOTZ EQUIPMENT - Purchase	\$12.72
00030222 BEARING BELTCHAIN00244 - Purch	\$10.77
00030112 KOOL KAT DISTRIBUTING - Purcha	\$196.32
00030306 GOODYEAR COMMERCIAL TI - Purch	\$220.00
00030313 INLAND TRUCK PARTS #35 - Purch	\$67.52
00030539 NAPA	(\$133.34)
00030191 GREINER MOTOR COMPANY - Purcha	\$135.64
00030513 STOTZ EQUIPMENT - Purchase	\$25.01
00030337 HOWARD SUPPLY COMPANY - Purcha	\$53.07
00030359 CASPER TIRE - Purchase	\$12.00
00030246 PRECISE MRM LLC - Purchase	\$40.14
00030405 GREINER MOTOR COMPANY - Purcha	\$167.17
00030023 JACKS TRUCK AND EQUPMT - Purch	\$126.33
00030239 STOTZ EQUIPMENT - Credit	(\$203.86)
00030276 STOTZ EQUIPMENT - Purchase	\$73.54
00030237 STOTZ EQUIPMENT - Purchase	\$237.91
00029997 GOODYEAR COMMERCIAL TI - Purch	\$533.80
00030295 CASPER TIRE - Purchase	\$135.00
00030029 STOTZ EQUIPMENT - Purchase	\$96.30
00030509 GREINER MOTOR COMPANY - Purcha	\$25.84
00030036 GOODYEAR COMMERCIAL TI - Purch	\$343.15
00030299 GREINER MOTOR COMPANY - Credit	(\$70.00)
00030312 JACKS TRUCK AND EQUPMT - Purch	\$394.44
00029992 BOBCAT OF CASPER - Purchase	\$230.27
00030483 STOTZ EQUIPMENT - Purchase	\$93.89
00030240 GREINER MOTOR COMPANY - Purcha	\$51.40
00030298 JACKS TRUCK AND EQUPMT - Purch	\$99.50
00030292 GREINER MOTOR COMPANY - Purcha	\$29.95
00030539 NAPA	\$622.39
00030350 AGP PROPANE SERVICES - Purchas	\$89.86
00030446 BEARING BELTCHAIN00244 - Purch	\$93.86
00030209 GREINER MOTOR COMPANY - Purcha	\$44.61
00030445 SIX ROBBLEES NO 19 - Purchase	\$982.28
00030181 BEARING BELTCHAIN00244 - Purch	\$20.40
00030438 INLAND TRUCK PARTS #35 - Purch	\$584.72

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00030464 THE UPS STORE 2200 - Purchase	\$135.94	
00030014 STOTZ EQUIPMENT - Purchase	\$403.52	
00030354 STOTZ EQUIPMENT - Purchase	\$79.46	
00030097 DRIVE TRAIN INDUSTRIES - Purch	\$19.75	
00030204 JACKS TRUCK AND EQUIPMT - Purch	\$217.15	
00030341 BRAKE SUPPLY COMPANY I - Purch	\$387.83	
00030038 AMERI-TECH EQUIPMENT C - Purch	\$6,224.23	
00030351 BOBCAT OF CASPER - Purchase	\$87.45	
00030553 STOTZ EQUIPMENT - Purchase	\$61.64	
00030318 HOWARD SUPPLY COMPANY - Purcha	\$203.82	
00030221 DRIVE TRAIN INDUSTRIES - Purch	\$43.13	
00030094 GREINER MOTOR COMPANY - Purcha	\$44.61	
00030010 WW GRAINGER - Purchase	\$8.06	
00030385 GOODYEAR COMMERCIAL TI - Credi	(\$236.44)	
00030531 CENTRAL TRUCK & DIESEL - Purch	\$346.35	
00030539 BEARING BELTCHAIN00244 - Purch	\$4.18	
00030236 BOBCAT OF CASPER - Purchase	\$35.46	
00030539 NAPA	(\$238.02)	
00030156 JACKS TRUCK AND EQUIPMT - Purch	\$310.52	
00030154 SIX ROBBLEES NO 19 - Purchase	\$1.79	
00030538 GREINER MOTOR COMPANY - Purcha	\$12.16	
00030539 NAPA	\$27.99	
00030470 INLAND TRUCK PARTS #35 - Credi	(\$179.54)	
00030147 STOTZ	\$435.14	
00030059 STOTZ EQUIPMENT - Purchase	\$25.02	
00030231 GREINER	\$578.85	
	\$29,952.21	Subtotal for Dept. Garage
00030386 CPS DISTRIBUTORS INC C - Purch	\$15.44	
00030697 MIDLAND IMPLEMENT CO - Purchas	\$1,604.05	
00030652 GROWTH PRODUCTS - Purchase	\$170.04	
00030517 GROWTH PRODUCTS - Purchase	\$1,680.00	
	\$3,469.53	Subtotal for Dept. Golf Course
00030344 IN NATIONWIDE SUPPLY, - Purch	\$101.10	
00030340 IN NATIONWIDE SUPPLY, - Purch	\$4.32	
	\$105.42	Subtotal for Dept. Health Insurance
00030448 CPU VENTURE TECH NETWO - Purch	\$8.99	
00030582 STAPLES 00114181 - Purch	\$101.94	
00030487 AGP PROPANE SERVICES - Purchas	\$1,970.46	
	\$2,081.39	Subtotal for Dept. Hogadon
00030340 IN NATIONWIDE SUPPLY, - Purch	\$60.49	
00030344 IN NATIONWIDE SUPPLY, - Purch	\$23.22	
	\$83.71	Subtotal for Dept. Human Resources
00030672 TONER	\$10.99	
00030581 INK	\$21.52	
	\$32.51	Subtotal for Dept. Ice Arena
00030325 ATLAS OFFICE PRODUCTS - Purcha	\$555.00	
	\$555.00	Subtotal for Dept. Information Services
00030642 HOBBY-LOBBY #0233 - Purchase	\$59.76	
00030620 HOBBY-LOBBY #0233 - Purchase	\$93.40	

Bills and Claims

City of Casper

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00030679	WM SUPERCENTER #1617 - Purchas	\$80.12	
00030361	IN AAKER SIGNS & DESI - Purch	\$172.39	
00030376	ALL CREATURES VETERINA - Purch	\$461.75	
00029721	VZWRLSS IVR VB - Purchase	\$330.81	
00029711	VZWRLSS IVR VB - Purchase	\$193.60	
		\$1,391.83	Subtotal for Dept. Metro Animal
00030750	CALIPER CORPORATION - Federal	\$12,234.25	
00030750	Local Match	\$1,285.75	
		\$13,520.00	Subtotal for Dept. Metropolitan Planning
00030099	BAILEYS ACE HARDWARE - Purchas	\$4.83	
00030116	WW GRAINGER - Purchase	\$108.36	
00030106	THE HOME DEPOT 6001 - Purchase	\$53.88	
00030159	WAL-MART #1617 - Purchase	\$92.01	
00030124	CPS DISTRIBUTORS INC C - Purch	\$391.55	
00030233	PIONEER REVERE 8008771 - Purch	\$878.85	
00030044	BAILEYS ACE HARDWARE - Purchas	\$31.99	
00030384	BLOEDORN LUMBER CASPER - Purch	\$45.55	
00030187	CITY SERVICE ELECTRIC - Purcha	\$3,975.00	
00030414	CPS DISTRIBUTORS INC C - Purch	\$30.50	
00030413	BLOEDORN LUMBER CASPER - Purch	\$18.54	
00030403	MENARDS CASPER - Purchase	\$11.52	
00029988	71 CONSTRUCTION INC #1 - Purch	\$51.70	
00030389	JOHNNY APPLESEED, INC. - Purch	\$418.46	
00030265	SHERWIN WILLIAMS #3439 - Purch	\$128.98	
00030356	MENARDS CASPER - Purchase	\$128.73	
00030327	SUTHERLANDS 2219 - Purchase	\$412.50	
00030290	CPS DISTRIBUTORS INC C - Purch	\$501.92	
00030003	LEES GLASS DC 00 OF 00 - Purch	\$75.77	
00030255	BLOEDORN LUMBER CASPER - Purch	\$8.26	
00029937	WW GRAINGER - Purchase	\$98.80	
00029952	71 CONSTRUCTION INC #1 - Purch	\$387.75	
00030142	71 CONSTRUCTION INC #1 - Purch	\$238.15	
00030335	GENERAL SHALE-CASPE - Purchase	\$228.50	
00030150	GALLES GREENHOUSE AND - Purcha	\$72.00	
00030025	CPS DISTRIBUTORS INC C - Purch	\$58.16	
00029973	WW GRAINGER - Purchase	\$24.16	
00030063	R & R REST STOPS - Purchase	\$6,245.56	
00029776	CPS DISTRIBUTORS INC C - Purch	\$737.44	
00029989	BAVCO - Purchase	\$540.90	
00030153	CPS DISTRIBUTORS INC C - Purch	\$555.06	
00030040	CRUM ELECTRIC SUPPLY C - Purch	\$47.60	
00030216	BAILEYS ACE HARDWARE - Purchas	\$57.42	
00029990	FLEMING SUPPLY - Purchase	\$9.90	
00030086	CPS DISTRIBUTORS INC C - Purch	\$73.08	
00029689	WAL-MART #1617 - Purchase	\$5.73	
00029648	CASPER CONTRACTORS SUP - Purch	\$31.91	
00029993	CPS DISTRIBUTORS INC C - Purch	\$102.50	
00029643	WAL-MART #1617 - Credit	(\$5.73)	
00030001	JOHNNY APPLESEED, INC. - Purch	\$288.00	
		\$17,165.79	Subtotal for Dept. Parks

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00030497	OVERHEAD DOOR COMPANY - Purcha	\$2,998.00	
00030530	DENNIS SUPPLY COMPANY - Purcha	\$7,256.40	
		\$10,254.40	Subtotal for Dept. Perpetual Care
00030180	WAL-MART #3778 - Credit	(\$122.72)	
00030207	SQ THE FLOUR BIN LLC - Purcha	\$153.00	
00030065	WM SUPERCENTER #3778 - Purchas	\$122.72	
00030257	EGGINGTONS - Purchase	\$46.53	
		\$153.59	Subtotal for Dept. Planning
00030284	QUALITY OFFICE SOLUTIO - Purch	\$331.63	
00030175	STARBUCKS #11082 CHEYE - Purch	\$7.31	
00030478	COCA COLA BOTTLING CO - Purcha	\$14.50	
00030316	221B RESOURCES LLC - Purchase	\$119.98	
00030260	QUALITY OFFICE SOLUTIO - Purch	\$562.15	
00030174	Parkway Pizza - Purchase	\$28.14	
00029758	HOLIDAY INN EXPRESS DO - Purch	\$105.24	
00030019	GLENN PRAIRIE REST - Purchase	\$65.00	
00029732	HOLIDAY INNS - Purchase	\$269.75	
00026911	BEST BUY 00015271 - Purch	\$39.92	
00026929	BAILEYS ACE HARDWARE - Purchas	\$22.90	
00028270	FRONTIER - Credit	(\$708.40)	
00028308	FRONTIER RCS73U - Purchase	\$708.40	
00030163	Parkway Pizza - Purchase	\$13.91	
00030220	GAL UNIFORM&EQUIPMENT - Purcha	\$334.90	
00030039	A 2 Z TOWING - Purchase	\$183.34	
00030158	VZWLSS IVR VB - Purchase	\$160.18	
00030515	QUALITY OFFICE SOLUTIO - Purch	\$21.98	
00030499	QUALITY OFFICE SOLUTIO - Purch	\$176.78	
00030310	ATT COURT ORDER CHGS - Purchas	\$225.00	
00030164	STARBUCKS #11082 CHEYE - Purch	\$8.16	
00030031	EXXONMOBIL 48074751 - Purch	\$30.54	
00030167	ENTENMANN-ROVIN COMPAN - Purch	\$232.25	
00030208	UNITED 01626092445493 - Pur	\$50.00	
00030215	SHELL OIL 57444353205 - Purcha	\$16.20	
00030161	ENTENMANN-ROVIN COMPAN - Purch	\$56.00	
00030201	LOAF N JUG #0119 Q81 - Purch	\$27.50	
00030194	STEAMBOATS STEAK AND S - Purch	\$62.22	
00030189	QUALITY OFFICE SOLUTIO - Purch	\$420.90	
00030176	AVIATOR'S BBQ - Purchase	\$63.00	
00030303	WESTERN MOTEL - Purchase	\$63.13	
00030211	WYOMING RIB & CHOP HOU - Purch	\$45.05	
00030225	WOK N FIRE ELMHURST - Purchase	\$46.22	
00030067	QUALITY OFFICE SOLUTIO - Purch	\$299.99	
00029680	UNITED 01624529036642 - Pur	\$945.70	
00030258	EXXONMOBIL 47650205 - Purch	\$17.95	
00030269	EXXONMOBIL 48026587 - Purch	\$12.11	
00030336	EXXONMOBIL 48026587 - Purch	\$24.01	
00030534	MENARDS CASPER - Purchase	\$209.99	
00030676	IN PEDENS INC. - Purchase	\$105.00	
00030157	UNITED 01629273898512 - Pur	\$200.00	

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00030129	UNITED 01629273907800 - Pur	\$59.00	
00030096	UNITED 01626090958870 - Pur	\$25.00	
00030623	WM SUPERCENTER #3778 - Purchas	\$50.24	
00030084	UNITED 01626090894072 - Pur	\$25.00	
00030661	SAMSClub #6425 - Purchase	\$43.34	
00029800	PILOT 00001412 - Purch	\$36.53	
00030118	ALBANY RESTAURANT & BA - Purch	\$23.09	
00030043	QUALITY OFFICE SOLUTIO - Purch	\$35.19	
00030053	R & R REST STOPS - Purchase	\$138.92	
00030293	MSAB INC - Purchase	\$8,010.00	
00030071	LITTLE AMERICA WEST - Purchase	\$16.27	
00030212	STEAMBOATS STEAK AND S - Purch	\$32.00	
00030266	SPRINGHILL SUITES CHEY - Purch	\$305.80	
00030259	SPRINGHILL SUITES CHEY - Purch	\$305.80	
00030223	HARTZ E&F TOWING & REC - Purch	\$640.00	
00030253	QUALITY OFFICE SOLUTIO - Purch	\$3,763.80	
00030247	QUALITY OFFICE SOLUTIO - Purch	\$1,749.52	
00030245	NOLAND FEED INC. - Purchase	\$86.80	
00030227	CROWNE PLAZA GLEN ELLY - Purch	\$307.47	
00030134	CHEESECAKE CHICAGO - Purchase	\$69.43	
00029384	HOLIDAY INNS I80 CHEYE - Purch	\$166.00	
00030113	GLENN PRAIRIE REST - Purchase	\$33.14	
00030366	HENSLEY BATTERY&ELECTR - Purch	\$227.08	
00030492	BOZEMANTRAILSTEAKHOUSE - Purch	\$21.81	
00029546	SHERWIN WILLIAMS #3439 - Purch	\$5.79	
00030459	QUALITY OFFICE SOLUTIO - Purch	\$19,289.24	
00030367	BRANDIN' IRON - Purchase	\$9.00	
00030425	GALLS HQ - Purchase	\$47.47	
00030397	NOLAND FEED INC. - Purchase	\$91.14	
00030467	RICOH USA, INC - Purchase	\$31.35	
00030365	BUBBA'S BAR-B-QUE - Purchase	\$18.00	
00028412	SUNRISE PET LODGE - Purchase	\$57.50	
00028684	SIGMA ALDRICH US - Purchase	\$288.62	
00029486	PUBLIC AGENCY TRAINING - Purch	\$2,655.00	
00030482	VZWRLSS IVR VB - Purchase	\$2,800.28	
	\$47,083.15 Subtotal for Dept.		Police
00030285	BLUE LIGHT SERVICES LL - Purch	\$6,647.00	
	\$6,647.00 Subtotal for Dept.		Police Dept
00030218	QDOBA #2895 QPS - Purch	\$157.50	
00029452	DONELLS CANDIES INC - Purchase	\$291.60	
00030468	STANS AUTO SERVICE INC - Purch	\$800.00	
00030045	STAPLES 00114181 - Purch	\$184.28	
	\$1,433.38 Subtotal for Dept.		Police Grants
00030133	IN SCH ENTERPRISES LL - Purch	\$646.50	
	\$646.50 Subtotal for Dept.		Property & Liability Insurance
00030502	PAPER	\$29.88	
00030549	ALBERTSONS - Purchase	\$60.05	
00030672	AMAZON MKTPLACE PMTS - Purchas	\$10.99	
00030609	NORCO INC - Purchase	\$147.88	
00030234	NATIONAL ALLIANCE FOR - Credit	(\$50.00)	

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00030502	SAMS CLUB #6425 - Purchase	\$25.78	
00030624	NORCO INC - Purchase	\$64.40	
00030581	RICOH USA INC - Purchase	\$21.52	
00030588	LIFE FITNESS - Purchase	\$132.24	
00030584	Amazon.com - Purchase	\$399.99	
00030665	TARGET 00001644 - Purch	\$19.11	
00030502	SUNSCREEN	\$56.64	
		\$918.48	Subtotal for Dept. Recreation
00030393	BARGREEN WYOMING 25 - Purchase	\$99.84	
00029527	BAILEYS ACE HARDWARE - Purchas	\$119.98	
00029639	CASPER STAR TRIBUNE - Purchase	\$436.28	
00030399	IN AMERICAN EAGLE CL - Purch	\$500.00	
00029451	OREILLY AUTO 00027466 - Purch	\$38.25	
00030496	QUALITY OFFICE SOLUTIO - Purch	\$13.81	
00030088	SHERWIN WILLIAMS #3439 - Purch	\$44.56	
		\$1,252.72	Subtotal for Dept. Refuse Collection
00030457	US SAWS INC - Purchase	\$1,762.69	
00030472	CMSMAGNETIC - Credit	(\$1,342.12)	
00030136	IN GREAT PLAINS CLEAN - Purch	\$17.85	
00030381	CASPER CONTRACTORS SUP - Purch	\$48.24	
00030144	EPASALES - Purchase	\$221.80	
00030461	WW GRAINGER - Purchase	\$5.35	
00030184	CRETEX CONCRETE PRODUC - Purch	\$3,836.00	
00030415	SAMS CLUB #6425 - Purchase	\$140.52	
		\$4,690.33	Subtotal for Dept. Sewer
00030479	VZWLSS IVR VB - Purchase	\$40.01	
		\$40.01	Subtotal for Dept. Special Assistance
00030466	AGP PROPANE SERVICES - Purchas	\$201.78	
00030202	BAILEYS ACE HARDWARE - Purchas	\$30.52	
00030140	CASPER CONTRACTORS SUP - Purch	\$839.72	
00030519	NORCO INC - Purchase	\$1,212.15	
00030206	GENERAL SHALE-CASPE - Purchase	\$178.91	
00030077	CRETEX CONCRETE PRODUC - Purch	\$7,487.20	
00030495	THE HOME DEPOT 6001 - Purchase	\$29.97	
00030010	GRAINGER	\$21.98	
00030449	CASPER CONTRACTORS SUP - Purch	\$20.75	
00030373	DANA KEPNER CO. - Purchase	\$1,291.28	
00030590	CASPER STAR TRIBUNE - Purchase	\$451.08	
		\$11,765.34	Subtotal for Dept. Streets
00030377	ADVANCED TRAFFIC PRODU - Purch	\$17.50	
		\$17.50	Subtotal for Dept. Traffic
00030271	CASPER WINNELSON CO - Purchase	\$14.71	
00030575	DEWITT WATER - Purchase	\$50.00	
00030615	NORTHROP BOILER WORKS - Purcha	\$170.00	
00030421	BAILEYS ACE HARDWARE - Purchas	\$12.27	
00030474	BAILEYS ACE HARDWARE - Purchas	\$14.98	
00030486	CASPER CONTRACTORS SUP - Purch	\$27.55	
00030556	ATLAS OFFICE PRODUCTS - Purcha	\$56.58	
00030329	IN UV DOCTOR - Purchase	\$4,459.31	

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

00030252 DELTA 00676602979990 - Pur	\$520.70	
00030555 CASPER STAR TRIBUNE - Purchase	\$399.10	
00030653 DENVER INDUSTRIAL PUMP - Purch	\$1,737.48	
00030535 STOTZ EQUIPMENT - Purchase	\$53.58	
00030599 BAILEYS ACE HARDWARE - Purchas	\$49.15	
00030343 APPLIED CNTRL EQPMT LL - Purch	\$140.03	
00030591 ENERGY LABORATORIES, I - Purch	\$54.00	
00030586 CRESCENT ELECTRIC 103 - Purcha	\$59.13	
00030488 CASPER WINNELSON CO - Purchase	\$19.67	
00030281 CPS DISTRIBUTORS INC C - Purch	\$38.00	
00030308 MURDOCH'S RANCH & HOME - Purch	\$109.99	
	\$7,986.23	Subtotal for Dept. Waste Water
00030458 CASPER CONTRACTORS SUP - Purch	\$284.78	
00030396 ATLAS OFFICE PRODUCTS - Purcha	\$2.82	
00030172 CPU VENTURE TECH NETWO - Purch	\$276.99	
00030493 ALBERTSONS #2060 - Purchase	\$18.97	
00030369 ALL OUT FIRE EXTINGUIS - Purch	\$60.00	
00030378 ENERGY LABORATORIES, I - Purch	\$20.00	
00030688 DIAMOND VOGEL PAINT #7 - Purch	\$213.64	
00030702 ATLAS OFFICE PRODUCTS - Purcha	\$46.84	
00030687 ENERGY LABORATORIES, I - Purch	\$140.00	
00030441 DANA KEPNER CO. - Purchase	\$878.94	
00030650 ENERGY LABORATORIES, I - Purch	\$20.00	
00030500 SUPERIOR SIGNS & SUPPL - Purch	\$2,962.00	
00030660 MPI WAREHOUSE CO INC - Purchas	\$59.14	
00030454 DANA KEPNER CO. - Purchase	\$198.00	
	\$5,182.12	Subtotal for Dept. Water
00030419 EUROFINS EATON ANALYTI - Purch	\$150.00	
00030291 INTERSTATE ALL BATTERY - Purch	\$15.50	
00030401 ENERGY LABORATORIES - Purchase	\$2,020.00	
00030249 ENERGY LABORATORIES - Purchase	\$42.00	
00030379 ALBERTSONS #2060 - Purchase	\$9.80	
00030383 ENERGY LABORATORIES - Purchase	\$84.00	
00030508 CASPER WINCO SUPPLY CO - Purch	\$105.00	
00030407 ENERGY LABORATORIES - Purchase	\$225.00	
00030485 ATLAS OFFICE PRODUCTS - Purcha	\$80.09	
	\$2,731.39	Subtotal for Dept. Water Treatment Plant
00029765 STOTZ EQUIPMENT - Purchase	\$47.36	
00030110 THE UPS STORE 2200 - Purchase	\$30.76	
00030083 THE UPS STORE 2200 - Credit	(\$0.04)	
	\$78.08	Subtotal for Dept. Weed And Pest
	\$237,576.74	Subtotal for Vendor

PETER NIPER

678742 TRAINING WTP OPERATION VOL II	\$110.00	
SC288642 TRAINING WTP LEVEL II	\$93.00	
	\$203.00	Subtotal for Dept. Water Treatment Plant
	\$203.00	Subtotal for Vendor

PLATTE RIVER TRAILS TRUST

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

RIN0025495 2015 BIKE/WALK/TRAILS SUMMIT

\$100.00

\$100.00 Subtotal for Dept. Council

RIN0025495 2015 BIKE/WALK/TRAILS SUMMIT

\$300.00

\$300.00 Subtotal for Dept. Engineering

RIN0025495 2015 BIKE/WALK/TRAILS SUMMIT

\$100.00

\$100.00 Subtotal for Dept. Planning

\$500.00 Subtotal for Vendor

PROFORCE LAW ENFORCEMENT

241656 AMMO

\$527.47

\$527.47 Subtotal for Dept. Police

\$527.47 Subtotal for Vendor

PUBWORKS

219-002 PUBWORKS

\$500.00

\$500.00 Subtotal for Dept. Cemetery

219-002 PUBWORKS

\$1,414.00

\$1,414.00 Subtotal for Dept. Parks

219-002 PUBWORKS

\$1,413.00

\$1,413.00 Subtotal for Dept. Streets

219-002 PUBWORKS

\$1,413.00

\$1,413.00 Subtotal for Dept. Weed And Pest

\$4,740.00 Subtotal for Vendor

QUINNS RENTAL SERVICE USA

0024652893 REFUND

\$54.67

\$54.67 Subtotal for Dept. Water

\$54.67 Subtotal for Vendor

RESOURCE STAFFING

4835 LABOR

\$72.27

4816 LABOR

\$3,582.02

4816 LABOR

\$286.38

4846 LABOR

\$200.39

\$4,141.06 Subtotal for Dept. Casper Events Center

\$4,141.06 Subtotal for Vendor

RICHARD YOUNG

RIN0025519 TRAVEL REIMBURSEMENT

\$48.47

\$48.47 Subtotal for Dept. Fort Caspar

\$48.47 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016907091519 ELECTRICITY

\$2,210.78

\$2,210.78 Subtotal for Dept. Aquatics

AP00015307091519 ELECTRICITY

\$23,407.87

\$23,407.87 Subtotal for Dept. Casper Events Center

AP00015007091519 ELECTRICITY

\$199.66

\$199.66 Subtotal for Dept. Cemetery

AP00015107091519 ELECTRICITY

\$24.52

AP00015107091519 ELECTRICITY

\$4,784.68

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15		
AP00015107091519 ELECTRICITY	\$31.97	
AP00015107091519 ELECTRICITY	\$734.72	
AP00015107091519 ELECTRICITY	\$1,181.04	
	\$6,756.93	Subtotal for Dept. City Hall
AP00015507091519 ELECTRICITY	\$2,838.61	
	\$2,838.61	Subtotal for Dept. Fire
AP00015607091519 ELECTRICITY	\$883.59	
	\$883.59	Subtotal for Dept. Fort Caspar
AP00015407091519 ELECTRICITY	\$3,109.80	
	\$3,109.80	Subtotal for Dept. Garage
AP00015707091519 ELECTRICITY	\$6,070.92	
AP00017207091519 ELECTRICITY	\$91.06	
	\$6,161.98	Subtotal for Dept. Golf Course
AP00015907091519 ELECTRICITY	\$1,912.72	
	\$1,912.72	Subtotal for Dept. Ice Arena
AP00016007091519 ELECTRICITY	\$1,157.74	
	\$1,157.74	Subtotal for Dept. Metro Animal
AP00016207091519 ELECTRICITY	\$314.50	
	\$314.50	Subtotal for Dept. Police
AP00015207091519 ELECTRICITY	\$4,847.21	
	\$4,847.21	Subtotal for Dept. Recreation
AP00016307091519 ELECTRICITY	\$457.93	
	\$457.93	Subtotal for Dept. Sewer
AP00016407091519 ELECTRICITY	\$49,745.92	
AP00017407091519 ELECTRICITY	\$29.88	
	\$49,775.80	Subtotal for Dept. Traffic
AP00016607091519 ELECTRICITY	\$28,902.40	
	\$28,902.40	Subtotal for Dept. Waste Water
	\$132,937.52	Subtotal for Vendor

ROSE, RANDI

0024600190 REFUND	\$67.01	
	\$67.01	Subtotal for Dept. Water
	\$67.01	Subtotal for Vendor

SALTUS TECHNOLOGIES, LLC

1507-03 MAINT AGREEMENT	\$9,800.00	
	\$9,800.00	Subtotal for Dept. Police
	\$9,800.00	Subtotal for Vendor

SAM DUNNUCK

05H128K00702NM UNIFORMS	\$136.49	
	\$136.49	Subtotal for Dept. Police
	\$136.49	Subtotal for Vendor

SCOTT SCHULTE

RIN0025559 TRAVEL REIMBURSEMENT	\$265.24	
	\$265.24	Subtotal for Dept. Police
	\$265.24	Subtotal for Vendor

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

SOURCE GAS DIST. LLC

201092060011 NATURAL GAS

\$2,115.62

\$2,115.62 Subtotal for Dept. Aquatics

201536878881 NATURAL GAS

\$16.65

\$16.65 Subtotal for Dept. Buildings And Grounds

201269957524 NATURAL GAS

\$15.00

\$15.00 Subtotal for Dept. City Hall

201092060012 NATURAL GAS

\$128.78

\$128.78 Subtotal for Dept. Ice Arena

201180997282 NATURAL GAS

\$185.61

\$185.61 Subtotal for Dept. Planning

201447891077 NATURAL GAS

\$463.40

\$463.40 Subtotal for Dept. Recreation

\$2,925.06 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

921771 NORTH PLATTE RIVER RESPORATION

\$3,757.32

\$3,757.32 Subtotal for Dept. Streets

\$3,757.32 Subtotal for Vendor

STAR LINE FEEDS

233644 PET FOOD

\$377.45

233662 PET FOOD

\$164.75

\$542.20 Subtotal for Dept. Metro Animal

\$542.20 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0025534 JUNE SALES TAX

\$336.25

RIN0025534 JUNE SALES TAX

\$58.95

RIN0025534 JUNE SALES TAX

\$18.65

\$413.85 Subtotal for Dept. Aquatics

RIN0025534 JUNE SALES TAX

\$289.94

\$289.94 Subtotal for Dept. Balefill

RIN0025534 JUNE SALES TAX

\$0.57

RIN0025534 JUNE SALES TAX

\$102.83

RIN0025534 JUNE SALES TAX

\$2,365.50

RIN0025534 JUNE SALES TAX

\$24,058.90

RIN0025534 JUNE SALES TAX

\$124.57

RIN0025534 JUNE SALES TAX

\$82.59

\$26,734.96 Subtotal for Dept. Casper Events Center

RIN0025534 JUNE SALES TAX

\$565.83

\$565.83 Subtotal for Dept. Fort Caspar

RIN0025534 JUNE SALES TAX

(\$384.76)

(\$384.76) Subtotal for Dept. General Fund Revenue

RIN0025534 JUNE SALES TAX

\$6.48

\$6.48 Subtotal for Dept. Ice Arena

RIN0025534 JUNE SALES TAX

(\$1.90)

(\$1.90) Subtotal for Dept. Recreation

\$27,624.40 Subtotal for Vendor

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

STATE OF WY. - NOTARY DIV.

RIN0025553 NEW NOTARY

\$30.00

\$30.00 Subtotal for Dept. Police

\$30.00 Subtotal for Vendor

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0025511 DWSRF-128 PRINCIPAL

\$3,434.22

\$3,434.22 Subtotal for Dept. Waste Water

RIN0025513 DWSRF-051 PRINCIPAL

\$27,052.64

RIN0025514 DWSRF-055 PRINCIPAL

\$69,823.45

RIN0025512 DWSRF-036 PRINCIPAL

\$73,352.05

RIN0025513 DWSRF-051 INTEREST

\$9,319.10

RIN0025514 DWSRF-055 INTEREST

\$26,397.24

RIN0025512 DWSRF-036 INTEREST

\$22,868.64

\$228,813.12 Subtotal for Dept. Water

\$232,247.34 Subtotal for Vendor

SUPERIOR STRUCTURES CORP.

447028 REPAIRS

\$5,928.00

\$5,928.00 Subtotal for Dept. Metro Animal

\$5,928.00 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

506300646 CONCESSION SUPPLIES

\$141.51

506301236 CONCESSION SUPPLIES

\$353.85

506300646 CONCESSION SUPPLIES

\$956.00

506290158 CONCESSION SUPPLIES

\$686.76

506290158 CONCESSION SUPPLIES

\$187.95

\$2,326.07 Subtotal for Dept. Casper Events Center

\$2,326.07 Subtotal for Vendor

TERRACON

T651683 AIR MON/REPORTING, STORMWATER

\$1,870.32

T656748 TRANSFER STATION PERMIT RENEWA

\$2,740.32

\$4,610.64 Subtotal for Dept. Balefill

\$4,610.64 Subtotal for Vendor

TEST AMERICA LABORATORIES, INC

28166914 CRL GW ANALYSIS

\$1,080.00

28166821 CRL GW TESTING

\$2,100.00

\$3,180.00 Subtotal for Dept. Balefill

\$3,180.00 Subtotal for Vendor

THE SANBORN MAP CO.

COS00004533 FY15 AERIAL PHOTOGRAPHY UPDATE

\$72,365.64

COS00004533 FY15 AERIAL PHOTOGRAPHY UPDATE

\$7,605.23

\$79,970.87 Subtotal for Dept. Metropolitan Planning

\$79,970.87 Subtotal for Vendor

THOMPSON, KYLE

0024600191 REFUND

\$31.07

\$31.07 Subtotal for Dept. Water

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

\$31.07 Subtotal for Vendor

TIFFANY ELHART

RIN0025558 TRAVEL REIMBURSEMENT

\$11.70

\$11.70 Subtotal for Dept. Police

\$11.70 Subtotal for Vendor

TIM BUCKALLEW

RIN0025543 CLOTHING REIMBURSEMENT

\$92.15

\$92.15 Subtotal for Dept. Balefill

\$92.15 Subtotal for Vendor

TIMOTHY SHEEHAN

RIN0025497 CLOTHING REIMBURSEMENT

\$130.75

\$130.75 Subtotal for Dept. Parks

\$130.75 Subtotal for Vendor

TV EYES, INC.

2015-W1337 TVEYES MEDIA MONITOR SVC-1 YR

\$1,500.00

\$1,500.00 Subtotal for Dept. Casper Events Center

\$1,500.00 Subtotal for Vendor

VENTURE TECHNOLOGIES/ISC, INC.

SIN010632 WIRELESS INTERNET ANTENNA, BRA

\$919.43

\$919.43 Subtotal for Dept. Casper Events Center

SIN011310 TELEPHONE EQUIP.FIRE DEPT

\$229.50

\$229.50 Subtotal for Dept. Fire

\$1,148.93 Subtotal for Vendor

VIEWPOINT GOVERNMENT SOLUTIONS, INC.

1972 COMM DEV QTR FEES 7/21-10/20

\$2,250.00

\$2,250.00 Subtotal for Dept. Code Enforcement

1972 ENGINEERING QTR FEES 7/21-10/2

\$450.00

\$450.00 Subtotal for Dept. Engineering

\$2,700.00 Subtotal for Vendor

VISION SVC. PLAN

0025549 EMPLOYEE BENEFITS

\$26.26

0025548 RETIREES BENEFITS

\$1,379.34

\$1,405.60 Subtotal for Dept. Health Insurance

\$1,405.60 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0025515 BOOSTER IRRIGATION

\$47.02

\$47.02 Subtotal for Dept. Water Treatment Plant

\$47.02 Subtotal for Vendor

WESTERN IDENTIFICATION NETWORK, INC.

101343 ANNUAL MAINT

\$7,421.00

\$7,421.00 Subtotal for Dept. Police

\$7,421.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

150280004 15TH ST&ELM PHASE I WOLCOTT ST
RIN0025496 15TH & ELM IMPROVEMENTS PROJ 1

\$363.06
\$183.86

\$546.92 Subtotal for Dept. Sewer

150280004 15TH ST & ELM PHASE I - WOLCOT
RIN0025496 15TH & ELM IMPROVEMENTS PROJ 1
RIN0025496 15TH & ELM IMPROVEMENTS PROJ 1

\$1,452.24
\$5.77
\$11,130.01

\$12,588.02 Subtotal for Dept. Streets

RIN0025496 15TH & ELM IMPROVEMENTS PROJ 1
150280004 15TH ST&ELM PHASE I WOLCOTT ST

\$2,953.55
\$1,815.30

\$4,768.85 Subtotal for Dept. Water

\$17,903.79 Subtotal for Vendor

WILLIAM CHAMBERS

RIN0025532 TRAVEL REIMBURSEMENT

\$261.39

\$261.39 Subtotal for Dept. City Attorney

\$261.39 Subtotal for Vendor

WOLF GANG OF WY

1024 JULY 2015 TV PRODUCTION

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WY. ASSOC. OF MUNICIPALITIES

14431 ASSOC DUES

\$44,425.00

\$44,425.00 Subtotal for Dept. Council

\$44,425.00 Subtotal for Vendor

WY. ASSOC. OF RISK MGMT.

146 INSURANCE

\$558,068.00

915 PROPERTY ASSESSMENT

\$422,316.00

\$980,384.00 Subtotal for Dept. Property & Liability Insurance

\$980,384.00 Subtotal for Vendor

WY. BUSINESS COALITION ON HEALTH, INC.

002539 2015 July - DEC DUES

\$5,090.00

\$5,090.00 Subtotal for Dept. Health Insurance

\$5,090.00 Subtotal for Vendor

WY. LAW ENFORCEMENT ACADEMY

S-9098 FIREARMS TRAINING

\$500.00

A-0117 RANGIBLE AMMO FOR ACADEMY TRA

\$4,806.00

C-9089 CREDIT MEMO

(\$644.00)

S-9159 FIREARMS INSTRUCTOR RECERT

\$185.00

\$4,847.00 Subtotal for Dept. Police

\$4,847.00 Subtotal for Vendor

WY. PEACE OFFICERS ASSOC.

RIN0025552 RENEW MEMBERSHIPS

\$200.00

\$200.00 Subtotal for Dept. Police

\$200.00 Subtotal for Vendor

WY. STATE BOARD OF PHARMACY

RIN0025529 CONTROLLED SUBSTANCE REGISTRA

\$80.00

Bills and Claims

City of Casper

08-Jul-15 to 21-Jul-15

\$80.00 Subtotal for Dept. Metro Animal

\$80.00 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

JUNE2015 YCC JUNE EXPS.FINAL FY15

\$4,327.45

\$4,327.45 Subtotal for Dept. Social Community Services

\$4,327.45 Subtotal for Vendor

Grand Total

\$3,053,443.68

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 07/21/15

Payroll Disbursements

7/16/15	City Payroll	\$ 1,296,175.59
	Benefits & Deductions	\$ 210,782.54
7/17/15	Fire Payroll	\$ 168,818.33
	Benefits & Deductions	\$ 28,640.26

Total Payroll \$ 1,704,416.72

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

July 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner
Aaron Kloke, Planner I



SUBJECT: Appeal of decision of Planning and Zoning Commission to deny a Conditional Use Permit for a detached accessory structure (carport), in an R-3 (One to Four Unit Residential) zoning district, on Lots 139-140, Block 24, North Casper Addition, located directly north of the principal building at 1134 North Lincoln Street.

Recommendation:

That Council, by minute action, establish August 4, 2015, as the public hearing date for the consideration of an appeal of the decision of the Planning and Zoning Commission to deny a Conditional Use Permit for a detached accessory structure (carport), in an R-3 (One to Four Unit Residential) zoning district, on Lots 139-140, Block 24, North Casper Addition, located at 1134 North Lincoln Street.

Summary:

Enrique Jimenez applied for a Conditional Use Permit to allow for the construction of an accessory building (carport) on two (2) platted lots adjacent to the two (2) platted lots on which the principal building (home) is located. Section 17.12.121(H) of the Casper Municipal Code requires the approval of a Conditional Use Permit to construct accessory buildings on separate lots, "where multiple lots of record have continuous frontage and are under single ownership." The purpose of the restriction is to prevent the construction of accessory buildings on lots that could be sold independently of the principal dwelling to someone who doesn't live in the area. Section 17.12.121 (D) requires that there must be a residential building on-site before any detached garage or accessory building may be constructed.

The applicant has already begun construction on the proposed three (3) stall carport, which was discovered as a result of a complaint received by the City's Code Enforcement Division. The applicant was directed to halt construction of the carport and apply for the required Conditional Use Permit.

The Planning and Zoning Commission denied the Conditional Use Permit at a public hearing on June 23, 2015. Section 17.12.240(L) of the Casper Municipal Code allows any person aggrieved or adversely affected by the final decision of the Commission to appeal the decision to the City Council within ten (10) calendar days. The City received

a request from the applicant to appeal the decision within the statutory ten-day appeal period.

July 15, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a zone change of Lot 1, YMCA Addition, located at 315 East 15th Street, from R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential).

Recommendation:

That Council, by ordinance, approve a zone change of Lot 1, YMCA Addition, located at 315 East 15th Street, from R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential).

Summary:

The City Council recently reviewed a replat of 13.83-acres, more or less, to create the YMCA Addition, located at 315 East 15th Street. During the review of the subdivision, it was discovered that proposed Lot 1 of the YMCA Addition encompassed two (2) different zoning classifications and that it was necessary to do a zone change of Lot 1 to resolve the “split zoning” of the property. The split zoning of Lot 1 as both PH (Park Historic) and R-4 (High Density Residential) was the result of the change in the exterior dimensions of the City-owned property that is being leased to the YMCA in order to accommodate the new YMCA facility that is planned for construction on the site. The Planning and Zoning Commission and City Council attached one (1) condition of approval to the plat creating the YMCA Addition that required that Lot 1 be rezoned to alleviate the split zoning of the parcel.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing held on June 23, 2015. There were no public comments, either for or against the zone change.

Proposed Lot 1, YMCA Addition



Legend
■ Subject Property



ORDINANCE NO. 17-15

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 1, YMCA ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lot from zoning classifications R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential); and,

WHEREAS, after a public hearing on June 23, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 1, YMCA Addition, more commonly known as 315 East 15th Street, is hereby rezoned from zoning classifications R-4 (High Density Residential) and PH (Park Historic) to R-4 (High Density Residential).

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 2015.

PASSED on 2nd reading the ____ day of _____, 2015.

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

APPROVED AS TO FORM:

Walter Trumbull

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Mayor

July 15, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a zone change of Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 S 25', Block 154, Casper Addition, located at 1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street, from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential).

Recommendation:

That Council, by ordinance, approve a zone change of Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 S 25', Block 154, Casper Addition, located at 1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street, from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential) .

Summary:

Several property owners along South Boxelder Street, south of West Collins Drive, have applied for zone changes of their properties from R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential). The subject area is a mix of both stick-built homes and manufactured (mobile) homes. The existing stick-built homes are considered to be legal, non-conforming uses because stick-built homes are not listed as permitted uses in the R-6 zoning district. At the May 26, 2015 Planning and Zoning Commission meeting, the requested zone changes were tabled at staff's request, in order to give staff time to investigate the possibility of a general Municipal Code text amendment to allow stick-built homes in the R-6 (Manufactured Home (Mobile) Park) zoning district. After a thorough analysis of the numbers of non-conforming structures located within areas zoned R-6 (Manufactured Home (Mobile) Park) across the entire City, it was determined that a text amendment to the Municipal Code would not be warranted based on the limited number of non-conforming structures in existence. In the early 2000's, the City directed a significant effort at non-conforming properties, and as a result rezoned dozens of previously non-conforming residences from R-6 (Manufactured Home (Mobile) Park) over a 2-3 year period. At this time, staff believes there to be less than forty (40) non-conforming residential structures left in Casper that are located in areas zoned R-6 (Manufactured Home (Mobile) Park). It is also staff's opinion that the R-6 (Manufactured Home (Mobile) Park) zoning district should remain a zoning district for mobile home parks and Recreational Vehicle (RV) parks. and should not be amended to allow or encourage stick-built homes. The R-5 (Mixed Residential) zoning district allows both stick-built residential structures, as well as manufactured homes (mobile), provided they are placed on a permanent foundation.

The Comprehensive Land Use Plan is the planning document that describes the values and ideals expressed by the community for its future. The Plan was created in 2000 and was based on approximately two years of citizen meetings and visioning intended to create a set of goals and policies regarding land use in the Casper area. Whenever a zone change is proposed, the

Planning and Zoning Commission should objectively base their decision on whether to approve the zone change on the criteria expressed in the Comprehensive Land Use Plan. Furthermore, section 17.12.170 of the Casper Municipal Code specifies that staff must review zone change applications in context with the approved Comprehensive Land Use Plan, and provide a recommendation based on whether the zone change proposal conforms to the Plan.

The Comprehensive Land Use Plan also establishes a list of visions, principles and goals to guide the City's land use policies and decisions. With regard to the current proposal, the zone change to R-5 (Mixed Residential) is supported by the following visions, principles and goals:

Vision 1: (Diverse Economy) – An expanded, more diversified, and stable local economy that continuously grows new jobs that pay a higher-wage than the current average.

Principle E – Balance Housing Supply with Demands Created by Economic Growth.

Goal 7 – Provide a variety of housing types and densities offering convenient and affordable housing to meet the demands created by growth in industrial and commercial development.

Vision 3: (Compact Development) – A compact development pattern of cohesive neighborhoods and corridors.

Principle K – Direct Growth to Encourage Infill and Redevelopment.

Goal 20 – Direct future development to underutilized or vacant parcels within the developed urban area where City services and infrastructure already exist.

Vision 9 (Attainable Housing) – A community that offers a full range of housing types to meet the needs and expectations of people of all incomes, lifestyles and age groups.

Principle Z – Provide for Adequate Attainable Housing.

Goal 48 – Promote the availability of adequate, safe, and well-served housing for all age groups and populations in the Casper area.

Goal 51 – Encourage the distribution of affordable housing in order to achieve a diversified community.

The proposed R-5 (Mixed Residential) zoning district allows for the development of any and all of the following permitted uses:

- A. **Single-family dwellings;**
- B. Two-family dwellings;
- C. Multifamily dwellings;
- D. Condominiums for residential use;
- E. Manufactured homes (mobile) on a permanent type foundation, with the lower perimeter enclosed, and located on subdivided lots, when said manufactured home (mobile) and lot are under single ownership, or in a condominium subdivision, and the manufactured home (mobile) meets the standards set forth in Section 17.04.010 (manufactured home (mobile) certified) and 17.44.050 of this title;
- F. Boarding/rooming houses;
- G. Bed and breakfast;

- H. Bed and breakfast homestay;
- I. Churches;
- J. Day care, adult;
- K. Family child care home;
- L. Group homes;
- M. Neighborhood grocery stores;
- N. Nursing homes;
- O. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities operated and used during daylight hours;
- P. Townhouses;
- Q. Schools, public, parochial, and private elementary, junior and senior high;
- R. Neighborhood assembly uses;
- S. Branch community facilities;
- T. Neighborhood grocery;
- U. Personal service shops;
- V. Professional offices with fewer than twenty employees;
- W. Coffee shops, cafes and restaurants without drive-up windows;
- X. Sundry shops and specialty shops.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing held on June 23, 2015. Staff received one (1) letter of support, and two (2) individuals spoke in favor of the zone change. One (1) individual spoke against the zone change, citing concerns with the size of the lots in the area not being conducive to stick-built structures.

1049, 1016, 1043, 1063, 1064, 1050 S Boxelder



1016

1050

1064

1043

1049

1063

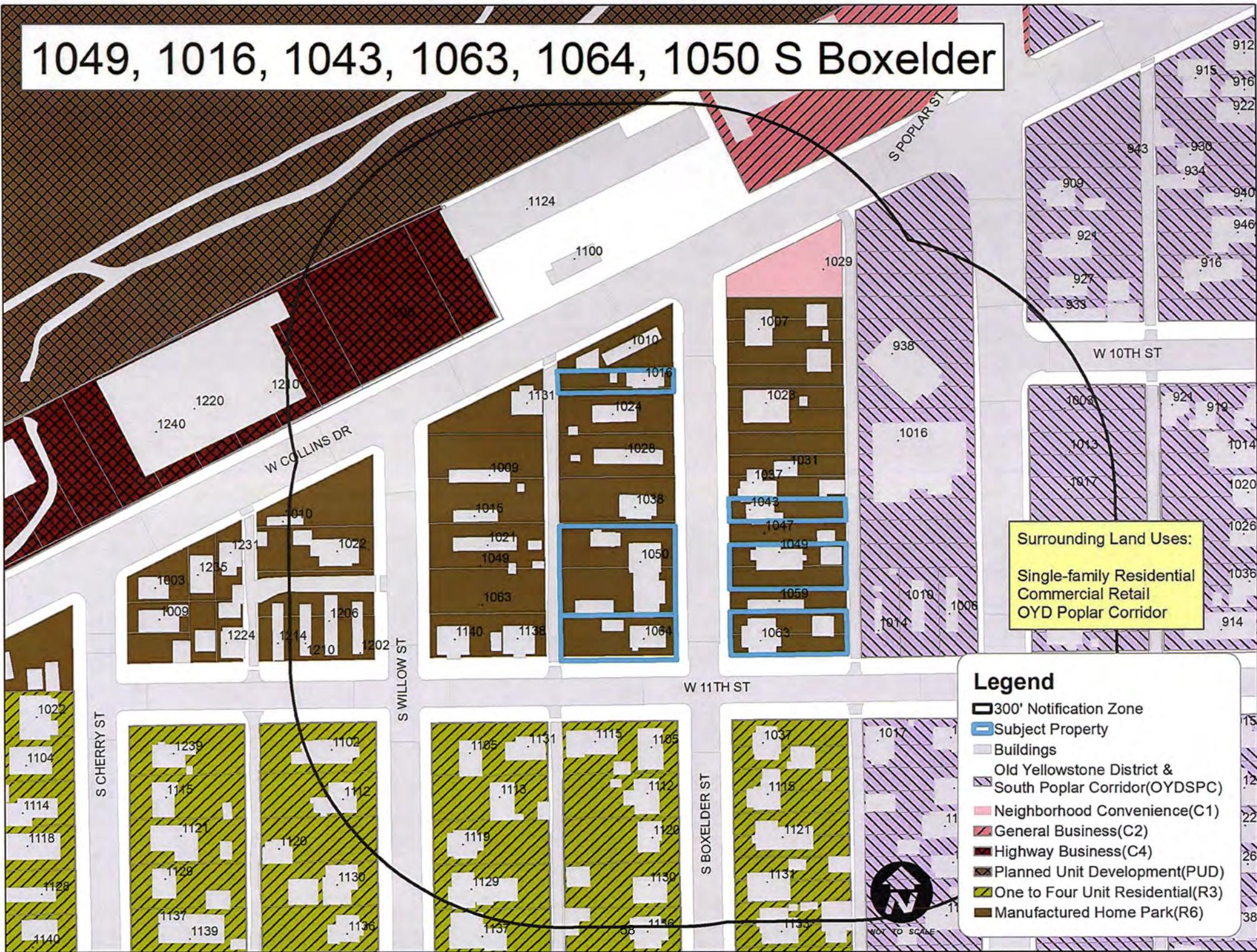
Legend

-  Subject Property
-  Buildings



NOT TO SCALE

1049, 1016, 1043, 1063, 1064, 1050 S Boxelder



Surrounding Land Uses:
 Single-family Residential
 Commercial Retail
 OYD Poplar Corridor

Legend

- 300' Notification Zone
- Subject Property
- Buildings
- Old Yellowstone District & South Poplar Corridor(OYDSPC)
- Neighborhood Convenience(C1)
- General Business(C2)
- Highway Business(C4)
- Planned Unit Development(PUD)
- One to Four Unit Residential(R3)
- Manufactured Home Park(R6)



NOT TO SCALE

1016 S Boxelder



1043 S Boxelder



1049 S Boxelder



1064 S Boxelder



1063 S Boxelder



1050 S Boxelder



ORDINANCE NO. 18-15

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 11, 13, AND 14 AND LOTS 16-17, BLOCK 139, AND LOTS 7-9, AND LOT 13 SOUTH 25 FEET, BLOCK 154, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential); and,

WHEREAS, after a public hearing on June 23, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 11, 13, and 14 and Lots 16-17, Block 139, and Lots 7-9, and Lot 13 South 25 Feet, Block 154, Casper Addition, more commonly known as 1016, 1043, 1049, 1050, 1063, 1064 South Boxelder Street, are hereby rezoned from zoning classification R-6 (Manufactured Home (Mobile) Park) to R-5 (Mixed Residential).

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 2015.

PASSED on 2nd reading the ____ day of _____, 2015.

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

APPROVED AS TO FORM:

Walter Trickett

ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

July 13, 2015

MEMO TO: John Patterson, City Manager

FROM: Liz Becher, Community Development Director 
Tory Cutrell, METRO Animal Services Manager

SUBJECT: Consideration of an amendment to the Casper Municipal Code to allow chickens within the City limits.

Recommendation:

That Council, by ordinance, approve an amendment to the Casper Municipal Code to allow chickens within the City limits.

Summary:

The City has been approached by a group of citizens that have requested changes to the Municipal Code to allow the keeping of pet chickens. Under Section 6.04.260 of the Municipal Code, chickens are allowed by right in the Urban Agriculture (AG) zoning district, and are prohibited in all other districts.

Backyard chickens are increasingly popular nationwide for many reasons, including a growing interest in issues such as food security, localism, sustainability, rising food prices, and the humane treatment of animals. Proponents of allowing chickens cite that chickens make low-impact and interesting pets, produce eggs that taste better and are healthier than factory produced eggs, eat bugs and pests, and the manure can be composted into nitrogen-rich fertilizer for the lawn and garden. Many towns and cities across the country allow the keeping of chickens; however, there are management issues that are typically addressed through the establishment of reasonable regulations.

Typical concerns regarding the keeping of chickens include noise, odors, predators, escapees, and diseases such as avian flu and salmonella. Based on staff's research, it appears that most of these issues can be addressed through reasonable regulations on the numbers allowed, locations of coops, banning of roosters, restrictions on butchering, and containment/fencing requirements. As is the case with any of the types of currently-permitted pets within the City, issues with sanitation or other management issues will occasionally occur; however, the experiences of other municipalities seem to indicate that those issues are usually relatively rare and isolated and typically don't cause a significant impact on Animal Control resources. The City Council held a work session to discuss this topic on June 23, 2015 and directed staff to proceed with the creation of an ordinance for consideration by the Council.

An ordinance has been provided for Council's consideration.

ORDINANCE NO. 19-15

AN ORDINANCE AMENDING CHAPTER 6.04 OF THE
CASPER MUNICIPAL CODE PERTAINING TO
ESTABLISHING RULES AND REGULATIONS FOR
THE KEEPING OF CHICKEN HENS WITHIN THE CITY
LIMITS

WHEREAS, the keeping of chicken hens in the City supports a local, sustainable food system by providing an affordable, nutritious source of protein through fresh eggs. The keeping of chicken hens also provides free nitrogen-rich fertilizer, chemical-free pest control, animal companionship and pleasure, and weed control; and,

WHEREAS, the keeping of chicken hens increases food security for the residents of the City and decreases the dependence on others to provide food for our community; and,

WHEREAS, the keeping of chicken hens provides an educational experience for the youth of the community and encourages active participation in caring for animals and producing locally grown food; and,

WHEREAS, when properly regulated, the keeping of chicken hens does not cause a public nuisance to any greater extent than the keeping of other domestic pets, such as cats and dogs; and,

WHEREAS, citizens of Casper are entitled to the enjoyment and use of their personal property to the extent that the use does not infringe on the rights of others; and,

WHEREAS, the keeping of chicken hens within the City limits, if properly regulated, will not harm or have a detrimental effect on neighboring properties; and,

WHEREAS, private covenants, which the City does not enforce, may impose more strict regulations on the use of private properties, including the prohibition of chicken hens, and constitutes a contract between the residents of a specified area or subdivision, without the need for government regulation or intervention; and,

WHEREAS, based on the experiences of other communities which currently allow chicken hens, the keeping of chicken hens within the City will not significantly impact the resources of METRO Animal Services; and,

WHEREAS, it is the desire of the governing body of the City of Casper to amend Chapter 6.04 of the Casper Municipal Code to allow the keeping of chicken hens within the City limits, subject to the regulations as specified herein.

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

SECTION 1:

Section 6.04.010 – Definitions, is hereby amended to add the following definitions:

“Coop” means a building or structure where chicken hens are kept and often include nest boxes for egg-laying and perches on which the birds can sleep. The floor of the coop typically contains litter, such as straw or wood shavings, to collect chicken feces. The purpose of the coop is to protect chickens from the weather, and predators.

“Hen” means an adult female chicken.

“Hybrid” means the offspring of two (2) animals of different species, such as a “turken” which is a hybrid of a chicken and a turkey.

“Pen, Chicken” means a fenced outdoor run or yard, typically attached to a coop, which allows chickens access to the outdoors, while still providing protection from predators.

“Rooster” means an adult male chicken.

SECTION 2:

Section 6.04.260 is hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

6.04.260 – ~~Chickens and other fowl~~ DUCKS, GEESE, TURKEYS AND OTHER FOWL, OTHER THAN CHICKENS – Location restrictions.

~~Chickens, Ducks, geese, or turkeys, ANY HYBRID OF, AND OTHER FOWL may be kept and maintained within the animal control district only in areas which are properly zoned for such use, or a zoning board of adjustment exception has been allowed~~ CONDITIONAL USE PERMIT HAS BEEN GRANTED BY THE PLANNING AND ZONING COMMISSION PURSUANT TO SECTION 17.12.240, ~~Such exceptions may be granted~~ for organized youth group projects and OR dog training purposes.

SECTION 3:

Section 6.04.270 is hereby amended by adding the language that is capitalized and deleting the language that is stricken through, as follows:

6.04.270 – Chicken HENS and other fowl – Enclosure and other limitations.

~~All persons owning fowl not mentioned in Section 6.04.260 within the animal control district limits, and all exceptions provided in Section 6.04.260 shall be kept enclosed in a good and substantial pen, and shall limit the number kept to five. Such pen~~

~~shall not be within one hundred feet of any school, church, hospital, residence or dwelling, except the residence or dwelling of the owner, and the pen shall be cleaned daily and approved by the health department. The zoning board of adjustment may grant exceptions to the one hundred foot requirement of this section for organized youth group projects.~~

CHICKEN HENS SHALL BE PERMITTED IN ASSOCIATION WITH AN OCCUPIED SINGLE-FAMILY RESIDENTIAL DWELLING/STRUCTURE AS AN ACCESSORY USE, SUBJECT TO THE FOLLOWING REGULATIONS:

- (1) THE MAXIMUM NUMBER OF CHICKEN HENS PERMITTED SHALL BE SIX (6).
- (2) NO ROOSTERS SHALL BE PERMITTED, WITH THE EXCEPTION THAT ROOSTERS SHALL BE PERMITTED IN THE AG (URBAN AGRICULTURE) ZONING DISTRICT.
- (3) ONLY CHICKEN HENS SHALL BE PERMITTED. CHICKEN HENS MAY BE ANY BREED OR CROSSBREED OF CHICKEN. NO HYBRIDS WILL BE ALLOWED UNLESS PROPERLY ZONED, OR A CONDITIONAL USE PERMIT HAS BEEN APPROVED BY THE PLANNING AND ZONING COMMISSION.
- (4) CHICKEN HENS SHALL BE PROVIDED WITH A COVERED, FULLY ENCLOSED AND PREDATOR-RESISTANT COOP WHICH IS ADEQUATELY VENTILATED, DESIGNED FOR EASY ACCESS FOR CLEANING, AND SHALL CONSIST OF AN ENCLOSED AREA (MAY INCLUDE THE PEN) OF AT LEAST FIVE (5) SQUARE FEET PER CHICKEN HEN. CHICKEN HENS SHALL BE PROTECTED FROM PREDATORS BY BEING ENCLOSED IN THE COOP FROM DUSK UNTIL DAWN.
- (5) DURING DAYLIGHT HOURS, THE CHICKEN HENS SHALL HAVE ACCESS TO THE COOP/PEN AT ALL TIMES. IF THE CHICKEN HENS ARE PERMITTED OUTSIDE OF THE COOP/PEN, THEN THE AREA WHICH THEY HAVE ACCESS TO MUST BE SECURED, WITH A MINIMUM OF A SIX (6) FOOT HIGH PRIVACY FENCE, AND IF NECESSARY, WING FEATHERS SHALL BE CLIPPED TO PREVENT THE BIRDS FROM FLYING AND ESCAPING.
- (6) THE COOP/PEN SHALL BE CLEANED AND MAINTAINED SO AS NOT TO CAUSE EXCESSIVE SMELLS OR ODORS, DUST, OR ATTRACT EXCESSIVE INSECTS OR VERMIN. THE FREQUENCY OF CLEANING SHALL DEPEND ON THE NUMBER OF CHICKEN HENS, THE TYPE OF LITTER, THE AREA OF THE COOP, AND THE WEATHER. SECTION 6.04.090 SHALL APPLY TO THE

ENFORCEMENT OF CHICKEN WASTE, TO INCLUDE UNHARVESTED EGGS, AND THE OWNER'S RESPONSIBILITIES.

- (7) NO BUTCHERING OF CHICKENS IS PERMITTED WITHIN THE CITY LIMITS.
- (8) COOPS AND PENS SHALL BE CONSTRUCTED A MINIMUM OF SIX (6) FEET FROM SIDE AND REAR PROPERTY LINES, AND ARE ONLY PERMITTED IN THE REAR YARD OF A HOME. IF AN ALLEY IS LOCATED ADJACENT TO THE PROPERTY, THE MINIMUM SETBACK FOR THE COOP/PEN SHALL BE THREE (3) FEET FROM THE ALLEY.
- (9) IT IS UNLAWFUL FOR CHICKEN HENS TO BE AT LARGE, AS DEFINED IN SECTION 6.04.010. ANY CHICKEN HEN FOUND TO BE AT LARGE MAY BE TAKEN INTO POSSESSION AND IMPOUNDED BY METRO ANIMAL SERVICES, AND SHALL BE ADOPTED, REHOMED OR EUTHANIZED IF NOT RECLAIMED WITHIN TWO (2) WORKING DAYS.
- (10) CHICKEN HENS SHALL BE PROVIDED WITH ACCESS TO ADEQUATE AND FRESH WATER AT ALL TIMES, AND IN A MANNER TO PREVENT THE WATER FROM FREEZING.
- (11) NO COOP SHALL EXCEED A FOOTPRINT OF SIXTY (60) SQUARE FEET, OR SHALL EXCEED A HEIGHT OF SEVEN (7) FEET AT THE HIGHEST POINT OF THE ROOF.
- (12) CHICKEN FEED SHALL BE STORED IN AN AIRTIGHT, METAL CONTAINER TO DISCOURAGE ATTRACTING MICE, RATS, AND OTHER VERMIN.
- (13) CHICKEN HENS SHALL BE CONFINED IN SUCH A FASHION AS TO PREVENT THEM FROM COMING INTO CONTACT WITH WILD DUCKS OR GEESE OR THEIR EXCREMENT.
- (14) THE REQUIREMENTS OF THIS SECTION ARE MINIMUM REQUIREMENTS AND DO NOT AFFECT ANY PRIVATE CONTROLS, INCLUDING ANY MORE STRINGENT REGULATIONS OR PROHIBITIONS ON THE KEEPING OF CHICKEN HENS CONTAINED IN PRIVATE COVENANTS. NOTHING IN THIS CHAPTER SHALL AFFECT THE AUTHORITY OF ANY OWNERS' ASSOCIATION TO ADOPT AND ENFORCE MORE STRINGENT STANDARDS FOR THE KEEPING OF CHICKEN HENS, OR TO PROHIBIT OUTRIGHT THE KEEPING OF CHICKEN HENS ON ANY PROPERTY WITHIN THE JURISDICTION OF SUCH ASSOCIATION.

(15) VIOLATIONS OF THIS SECTION SHALL BE PROCESSED PURSUANT TO THE PROCEDURES SET FORTH IN SECTIONS 6.04.340, 6.04.350 AND 6.04.360 OF THE CASPER MUNICIPAL CODE.

SECTION 4:

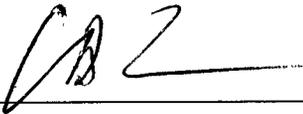
This ordinance shall be in full force and effect after passage on three readings and publication in a local newspaper, pursuant to law.

PASSED on 1st reading the ____ day of _____, 2015.

PASSED on 2nd reading the ____ day of _____, 2015.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

July 21, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of Report of Demolition and Levying Lien Against Real Property located at 2118 South Jefferson Street.

Recommendation:

That Council, by resolution, approve the Report of Demolition and levy a lien against real property located at 2118 South Jefferson Street, in an amount not to exceed \$13,695.44, for costs related to asbestos testing and demolition of a dangerous structure.

Summary:

The property located at 2118 South Jefferson Street was demolished in accordance with the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition. Notice of said demolition was posted on the property and all persons entitled to notice were informed by certified mail of the proposed demolition.

Demolition of said structure was completed on or before April 23, 2015. In accordance with Chapter 9 of the UCADB, the City of Casper may place a lien or assess said property for costs related to razing a dangerous building. Total costs for razing the building consist of the following: asbestos testing by Robinson Contracting, Inc., and Reservoirs Environmental, Inc., and demolition by Recycled Materials, LLC in the amount of \$13,695.44. Funding for the project was provided by the Housing and Community Development – CDBG Account.

All persons entitled to notice of this hearing were notified by certified mail. Notice was published in the July 12, 2015, edition of the Casper Star-Tribune, and the property was posted on July 8, 2015. No protests or objections have been received.

DEMOLITION LIEN

This Demolition Lien is filed by the City of Casper, Wyoming, a Wyoming Municipal Corporation, pursuant to Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, for the costs of asbestos testing and demolishing a dangerous building. The particulars of this lien filing are as follows:

- 1. **Address of lien claimant:** City of Casper
Attention: City Manager
200 North David
Casper, WY 82601
(307) 235-8224

- 2. **Name and address of person against whose property this lien and claim is being filed:**

Bob L & Sue Joyce Pickett
2118 South Jefferson
Casper, WY 82601

- 3. **Amount of claim/lien:** THIRTEEN THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS AND 44/100 (\$13,695.44)

- 4. **Basis of this lien claim:** The City of Casper demolished a dangerous building on the following described real property for being in violation of Chapter 9 of the UCADB, the costs of asbestos testing and the demolition therefore being the sum of \$13,695.44.

- 5. **Date of demolition:** The City of Casper tested for asbestos and demolished a building located at 2118 South Jefferson Street on April 23, 2015.

- 6. **Legal description of the real property on which this demolition lien is claimed:**

Lot 14, Block 2, Claremont Addition to the City of Casper,
Natrona County, Wyoming.

I, Charlie Powell, as Mayor of the City of Casper, Wyoming (Claimant) hereby acknowledge under oath and penalty of perjury that the above stated facts are true and correct to the best of my knowledge, and the City has good cause under the Casper, Wyoming Municipal Code to file this lien.

Approved as to form:



THE CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Charlie Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The forgoing instrument was acknowledged before me by Charlie Powell, as Mayor of the City of Casper, Wyoming this ____ day of July 2015.

Witness my hand and official seal.

Notary Public

My commission expires: _____

July 2, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, City Clerk

SUBJECT: Report of Demolition Costs

The property located at 2118 South Jefferson Street, Casper, Wyoming, was declared a dangerous structure pursuant to the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, and razed on or before April 23, 2015. Pursuant to Chapter 9 of the UCADB, the Community Development Department would like to lien said property for costs related to razing said structure. The following information is provided for your review:

Property Location:

2118 South Jefferson Street
Casper, WY 82601

Legal Description:

Lot 14, Block 2, Claremont Addition
to the City of Casper, Natrona County,
Wyoming

Itemized Total Costs:

Robinson Contracting, Inc.	Asbestos Testing	\$ 750.00
Reservoirs Environmental, Inc.	Asbestos Testing	\$ 96.00
Reservoirs Environmental, Inc.	Asbestos Testing	\$ 16.00
FedEx	Mailing of Samples	\$ 13.16
FedEx	Mailing of Samples	\$ 21.28
Recycled Materials, LLC	Razing Structure	<u>\$12,799.00</u>
	Total Costs	\$13,695.44

Dump fees, asbestos removal, and lead based paint costs are included in the total amount of the contract.

Names & Address of All Persons Entitled to Notice Pursuant to Subsection (c) of Section 401:

Bob L & Sue Joyce Pickett
2118 South Jefferson
Casper, WY 82601

RESOLUTION NO. 15-208

A RESOLUTION AUTHORIZING A DEMOLITION LIEN IN THE AMOUNT OF THIRTEEN THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS AND 44/100 (\$13,695.44).

WHEREAS, Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, provides for the filing of a lien for costs of asbestos testing and demolition incurred by the City against the land where the dangerous building was situated; and,

WHEREAS, a dilapidated building located at Lot 14, Block 2, Claremont Addition, City of Casper, Natrona County, Wyoming, hereinafter referred to as 2118 South Jefferson Street, was designated as a dangerous building; and,

WHEREAS, the City of Casper tested for asbestos and demolished a dangerous building at 2118 South Jefferson Street, Casper, Wyoming, owned by Bob L & Sue Joyce Pickett, 2118 South Jefferson Street, Casper, Wyoming, pursuant to Chapter 9 of the UCADB and,

WHEREAS, the cost of the abatement and demolition of said dangerous building was Thirteen Thousand Six Hundred Ninety-Five Dollars and 44/100 (\$13,695.44).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk attest, a Demolition Lien in the total sum of Thirteen Thousand Six Hundred Ninety-Five Dollars and 44/100 (\$13,695.44), against real property located at 2118 South Jefferson Street, Casper, Wyoming, owned by Bob L & Sue Joyce Pickett, as described and set forth therein, being the costs incurred by the City of Casper in abating and demolishing a dangerous building on said property pursuant to Chapter 9 of the UCADB.

BE IT FURTHER RESOLVED that said Demolition Lien be filed with the Natrona County Clerk as a lien against the real property described therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 21, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director *lb*

SUBJECT: Consideration of Report of Demolition and Levying Lien Against Real Property located at 1653 South Washington Street.

Recommendation:

That Council, by resolution, approve the Report of Demolition and levy a lien against real property located at 1653 South Washington Street, in an amount not to exceed \$15,910, for costs related to asbestos testing and demolition of a dangerous structure.

Summary:

The property located at 1653 South Washington Street was demolished in accordance with the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition. Notice of said demolition was posted on the property and all persons entitled to notice were informed by certified mail of the proposed demolition.

Demolition of said structure was completed on or before April 22, 2015. In accordance with Chapter 9 of the UCADB, the City of Casper may place a lien or assess said property for costs related to razing a dangerous building. Total costs for razing the building consist of the following: asbestos testing by Robinson Contracting, Inc., and demolition by Recycled Materials, LLC in the amount of \$15,910. Funding for the project was provided by the Housing and Community Development – CDBG Account.

All persons entitled to notice of this hearing were notified by certified mail. Notice was published in the July 12, 2015, edition of the Casper Star-Tribune, and the property was posted on July 8, 2015. No protests or objections have been received.

DEMOLITION LIEN

This Demolition Lien is filed by the City of Casper, Wyoming, a Wyoming Municipal Corporation, pursuant to Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, for the costs of asbestos testing and demolishing a dangerous building. The particulars of this lien filing are as follows:

- 1. **Address of lien claimant:** City of Casper
Attention: City Manager
200 North David
Casper, WY 82601
(307) 235-8224

- 2. **Name and address of person against whose property this lien and claim is being filed:**

Tammie Stevens-Laib Et Al
329 "I" Street
Rock Springs, WY 82901

- 3. **Amount of claim/lien:** FIFTEEN THOUSAND NINE HUNDRED TEN DOLLARS AND NO/100 (\$15,910)

- 4. **Basis of this lien claim:** The City of Casper demolished a dangerous building on the following described real property for being in violation of Chapter 9 of the UCADB, the costs of asbestos testing and the demolition therefore being the sum of \$15,910.

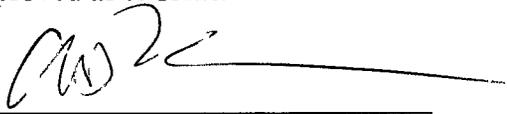
- 5. **Date of demolition:** The City of Casper tested for asbestos and demolished a building located at 1653 South Washington Street on April 22, 2015.

- 6. **Legal description of the real property on which this demolition lien is claimed:**

Lot 8, Block 132, Butler's Addition to the City of Casper, Natrona County, Wyoming.

I, Charlie Powell, as Mayor of the City of Casper, Wyoming (Claimant) hereby acknowledge under oath and penalty of perjury that the above stated facts are true and correct to the best of my knowledge, and the City has good cause under the Casper, Wyoming Municipal Code to file this lien.

Approved as to form:



THE CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Charlie Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The forgoing instrument was acknowledged before me by Charlie Powell, as Mayor of the City of Casper, Wyoming this ____ day of July 2015.

Witness my hand and official seal.

Notary Public

My commission expires: _____

July 2, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, City Clerk

SUBJECT: Report of Demolition Costs

The property located at 1653 South Washington Street, Casper, Wyoming, was declared a dangerous structure pursuant to the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, and razed on or before April 22, 2015. Pursuant to Chapter 9 of the UCADB, the Community Development Department would like to lien said property for costs related to razing said structure. The following information is provided for your review:

Property Location:

1653 South Washington Street
Casper, WY 82601

Legal Description:

Lot 8, Block 132, Butler's Addition
to the City of Casper, Natrona County,
Wyoming

Itemized Total Costs:

Robinson Contracting, Inc.	Asbestos Testing	\$ 710
Recycled Materials, LLC	Razing Structure	<u>\$15,200</u>
	Total Costs	\$15,910

Dump fees, asbestos removal, and lead based paint costs are included in the total amount of the contract.

Names & Address of All Persons Entitled to Notice Pursuant to Subsection (c) of Section 401:

Tammie Stevens-Laib Et Al
329 "I" Street
Rock Springs, WY 82901

RESOLUTION NO.15-209

A RESOLUTION AUTHORIZING A DEMOLITION LIEN IN THE AMOUNT OF FIFTEEN THOUSAND NINE HUNDRED TEN DOLLARS AND NO/100 (\$15,910).

WHEREAS, Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, provides for the filing of a lien for costs of asbestos testing and demolition incurred by the City against the land where the dangerous building was situated; and,

WHEREAS, a dilapidated building located at Lot 8, Block 132, Butler's Addition, City of Casper, Natrona County, Wyoming, hereinafter referred to as 1653 South Washington Street, was designated as a dangerous building; and,

WHEREAS, the City of Casper tested for asbestos and demolished a dangerous building at 1653 South Washington Street, Casper, Wyoming, owned by Tammie Stevens-Laib Et Al, 329 "T" Street, Rock Springs, Wyoming, pursuant to Chapter 9 of the UCADB and,

WHEREAS, the cost of the abatement and demolition of said dangerous building was Fifteen Thousand Nine Hundred Ten Dollars and no/100 (\$15,910).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk attest, a Demolition Lien in the total sum of Fifteen Thousand Nine Hundred Ten Dollars and no/100 (\$15,910), against real property located at 1653 South Washington Street, Casper, Wyoming, owned by Tammie Stevens-Laib Et Al, as described and set forth therein, being the costs incurred by the City of Casper in abating and demolishing a dangerous building on said property pursuant to Chapter 9 of the UCADB.

BE IT FURTHER RESOLVED that said Demolition Lien be filed with the Natrona County Clerk as a lien against the real property described therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

ORDINANCE NO. 14-15

AN ORDINANCE APPROVING AN ANNEXATION OF PROPERTY ADJOINING THE NORTH PLATTE RIVER, DIRECTLY ABUTTING THE PLATTE VIEW BLUFFS SUBDIVISION, LOCATED GENERALLY NORTHWEST OF THE INTERSECTION OF BEGONIA STREET AND LILAC STREET, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"

WHEREAS, the City of Casper accepted, by Resolution No. 14-40, 6.7-acres, more or less, of property adjoining the North Platte River, directly abutting the Platte View Bluffs Subdivision, located generally northwest of the intersection of Begonia Street and Lilac Street, in a Portion of the NE1/4 Section 14, T.33N., R80W., 6th P.M., Natrona County Wyoming; and,

WHEREAS, a petition requesting the annexation of said 6.7-acres, more or less, has been signed by the Mayor of the City of Casper, as the authorized representative for the City of Casper; and,

WHEREAS, pursuant to W.S. § 15-1-407, the property being annexed is solely owned by the City of Casper; therefore, the City is not required to provide an annexation report as required by W.S. § 15-1-402(c) and (e) and § 15-1-404(a)(ii)(C) and (D); and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation of property adjoining the North Platte River, being more particularly described in Exhibit A, following a public hearing on March 24, 2015.

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

SECTION 1:

The annexation of 6.7-acres, more or less, of property adjoining the North Platte River, directly abutting the Platte View Bluffs Subdivision, located generally northwest of the intersection of Begonia Street and Lilac Street, in a portion of the NE1/4 Section 14, T.33N., R80W., 6th P.M., Natrona County Wyoming, and more particularly described by metes and bounds as set forth on Exhibit A, attached hereto, is hereby approved; 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 3:

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 16th day of June, 2015.

PASSED on 2nd reading the 7th day of July, 2015.

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

APPROVED AS TO FORM:

Walke Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

EXHIBIT "A"

A parcel of land located in and being a part of the NE ¼ of Section 14, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at the N 1/16 corner of the north/south centerline of aforementioned Section 14; thence S.0°59'42"W., 11.18 feet along the north/south centerline of said Section 14 to the GLO meander corner on the right bank of the North Platte River; thence N.19°40'E., 218.34 feet along the right bank of the North Platte River as determined by the GLO meander line; thence N.43°58'01"E., 257.18 feet along the right bank of the North Platte River; thence N.68°14'28"E., 408.79 feet along the right bank of the North Platte River; thence S.76°13'28"E., 243.97 feet along the right bank of the North Platte River; thence S.49°57'13"E., 98.94 feet along the right bank of the North Platte River; thence S.52°12'18"E., 158.30 feet along the right bank of the North Platte River; thence S.35°56'46"E., 263.89 feet along the right bank of the North Platte River; thence S.40°41'56"E., 59.37 feet along the right bank of the North Platte River; thence S.35°41'46"E., 62.15 feet along the right bank of the North Platte River; thence N.89°22'E., 240.00 feet to the approximate centerline of the North Platte River; thence N.43°58'W., 268.00 feet along the approximate centerline of the North Platte River; thence N.38°03'W., 295.00 feet along the approximate centerline of the North Platte River; thence N.61°33'W., 510.00 feet along the approximate centerline of the North Platte River; thence N.86°26'W., 150.00 feet along the approximate centerline of the North Platte River; thence S.72°33'W., 468.00 feet along the approximate centerline of the North Platte River; thence S.43°30'W., 173.53 feet along the approximate centerline of the North Platte River; thence S.0°59'42"W., 417.11 feet to the point of beginning. Said parcel contains 6.727 acres, more or less.

ORDINANCE NO. 15-15

AN ORDINANCE APPROVING THE FINAL PLAT OF THE YMCA ADDITION, COMPRISING 13.83 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of the YMCA Addition, creating three (3) lots (the "plat"); and,

WHEREAS, the plat consists of a vacation and replat of Block 7, Community Park Addition, and a plat of previously unplatted land located within S1/2SE1/4 Section 9 and N1/2NE1/4, Section 16, T.33N., R.79W., 6th P.M. City of Casper, Natrona County Wyoming; and,

WHEREAS, the plat 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 the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreements should be approved.

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

SECTION 1:

That the final plat of the YMCA Addition is hereby approved.

SECTION 2:

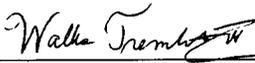
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 7th day of July, 2015.

PASSED on 2nd reading the ____ day of _____, 2015.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

ORDINANCE NO. 16-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 6.04 OF THE CASPER MUNICIPAL CODE, PERTAINING TO ANIMAL CARE AND CONTROL AND 17.12 OF THE CASPER MUNICIPAL CODE PERTAINING TO ZONING.

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

Section 1:

That 17.12.050 (B)(8) of the Casper Municipal Code is hereby amended to read "Beehives and/or keeping of bees, except as otherwise provided in this code".

Section 2:

Section 6.04.050 of the Casper Municipal Code shall be created to read as follows:

A. Beekkeeping

- 1) Definitions. The following words, terms and phrases, when used in this section, shall have the following meanings ascribed to them.
 - A. "Apiary" shall mean a place where bee colonies are kept.
 - B. "Bee" shall mean any stage of the common domestic honey bee. Apis mellifera species.
 - C. "Colony" shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.
 - D. "Hive" shall mean a structure intended for the housing of a bee colony.
- 2) Hives. All bee colonies shall be kept in inspectable-type hives with removable combs, which shall be kept in sound and usable condition as described in WSS §, Title 11.
- 3) The applicant shall comply with State Regulations regarding the keeping of bees.

- 48 4) Setback. All hives shall be located at least ten (10) feet from any
49 adjoining property with the back of the hive facing the nearest abutting
50 private property lines. Hives may be located on the property line abutting
51 alleyways.
52
- 53 5) Fencing of flyways. In each instance in which any colony is situated
54 within twenty-five (25) feet of a developed public or private property line
55 of the tract upon which the apiary is situated, as measured from the nearest
56 point on the hive to the property line. The beekeeper shall establish and
57 maintain a flyway barrier at least six feet (6') in height, consisting of a
58 solid wall or fence parallel to the property line, and extending ten feet
59 (10') beyond the colony in each direction so that all bees are forced to fly
60 at an elevation of at least six feet (6') above ground level over the property
61 in the vicinity of the apiary.
62
- 63 6) Water. Each beekeeper shall ensure that a convenient source of water is
64 available at all times to the bees, so that the bees will not congregate at
65 swimming pools, bib cocks, pet water bowls, birdbaths or other water
66 sources where they may cause human, bird, or domestic pet contact. The
67 water shall be maintained so as not to become stagnant.
68
- 69 7) Any bee colony not residing in a hive structure intended for beekeeping,
70 or any swarm of bees, or any colony residing in a standard or homemade
71 hive which, by virtue of its condition, has obviously been abandoned by
72 the beekeeper, is unlawful and may be summarily destroyed or removed
73 from the city by the City Manager or his designee.
74
- 75 8) Violation of the regulations set forth can be grounds for seizure of the bees
76 and criminal prosecution by citation or summons in the Casper Municipal
77 Court. The keeping by any person of bee colonies in the city not in strict
78 compliance with this section is prohibited.
79
80

81 **Section 4:**

82 This ordinance shall be in full force and effect upon passage on three readings and
83 publication.

84

85

86 PASSED on 1st reading the 7th day of July, 2015.

87

88

89 PASSED on 2nd reading the _____ day of _____, 2015.

90

91

92 PASSED, APPROVED, AND ADOPTED on third and final reading the _
93 _____ day of _____, 2015.

94

95

96 APPROVED AS TO FORM:

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98

99 

100

CITY OF CASPER, WYOMING
A Municipal Corporation

101 ATTEST:

102

103

104

105

106 _____
V. H. McDonald
City Clerk

Charlie Powell
Mayor

June 25, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with 71 Construction, Inc., for the
Carnation Street Improvements, Project No. 14-76

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction, Inc., for the Carnation Street Improvements, Project No. 14-76, in the amount of \$217,571.71. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$22,428.29, for a total project amount of \$240,000.00.

Summary:

On Tuesday, June 23, 2015, three (3) bids were received from contractors for the Carnation Street Improvements, Project No. 14-76. The project involves the replacement of asphalt paving, curb and gutter, sidewalk, and ADA ramps as well as mill and overlay of a section of the existing street. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hedquist Construction, Inc.	Mills, Wyoming	\$208,855.00
71 Construction, Inc.	Casper, Wyoming	\$217,571.71
Knife River, Inc.	Casper, Wyoming	\$218,582.00

The estimate prepared by the Engineer was \$185,000.00.

In accordance with the contract documents, if the agreement is to be awarded, it will be to the lowest bidder who is determined qualified and responsible in the sole discretion and best interest of the City. Hedquist Construction, Inc. (Hedquist), has underperformed on the last four City projects: Fairgrounds Roadway and Storm Sewer Improvements Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements Project 13-24; 2013 Arterial & Collector Street Reconstruction - West Project 13-08W; and the Zone II/III Water System Improvements Project 12-48. See attached table for details.

All four projects resulted in the assessment of liquidated damages against Hedquist for failure to complete the work within the project timelines. The City went so far as to terminate the contract with Hedquist on the 2013 Arterial & Collector Street Reconstruction – West Project, in preparation of making a claim with their bonding company. The contract was later reinstated after renewed

mediation attempts were successful in reaching a resolution on the remaining work items and assessment of liquidated damages.

In addition to not meeting project timelines on City of Casper projects, Hedquist Construction, Inc. is currently behind on the Casper/Natrona County International Airport Project (AIP No.3-56-0004-51/52 – WYDOT Project No. CPR-60A/53A). See attached July 14, 2015 Weekly Project Meeting summary.

Accordingly, staff recommends award of the contract to 71 Construction, Inc., as the lowest qualified and responsible bidder. Work is scheduled to be completed by November 6, 2015.

Funding for this project will be from 1%#15 funds allocated to FY16 Miscellaneous Residential Streets in the amount of \$231,650.00, with the remaining balance from one-time monies allocated to FY16 Replacement Capital for improvements other than buildings.

A resolution is prepared for Council's consideration.

Hedquist Construction Contract Deadlines and Acceptance Dates

	Final Completion Date in Contract	Notice of Acceptance of Work
Zone II/III Water Project	December 10, 2013	July 25, 2014
All American Center	November 30, 2013	September 19, 2014
Fairgrounds Roadway	December 17, 2013	May 28th, 2014
2013 Arterial & Collectors	October 25, 2013	December 22, 2014

Casper/Natrona County International Airport
AIP No. 3-56-0004-51/52 – WYDOT Project No. CPR-60A/53A

MEETING NO.: 20
DATE / TIME: July 14, 2015 / 10:00 AM
LOCATION: C/NCIA Terminal Building - Hangar Room
ATTENDEES: Sign-in Sheet
DAY COUNT: 132 of 97 Calendar Days

A. INTRODUCTION

B. SECURITY/ SAFETY

- 20.01 Haul Route/Traffic Flow – Construction access through Gate #8 for Phase 3. Phase 4 dust control operations will continue access through Gate #11.
- 20.02 Daily inspections as required by CSPP.
- 20.03 FOD Control & Dust Control.

C. OPERATIONS / NOTAM'S / COMPLAINT NOTIFICATIONS

- 14.04 Modern Electric requested HCI give them at least one days notice prior to taking down/turning on Taxiway edge lights.
- 17.02 Taxiway "A" is closed between Taxiway "A5" and Runway 8/26 intersection via NOTAM until the completion of that portion of the Phase III work. Taxiway "A6" is also closed via NOTAM.
- 17.03 ATCT has requested that in order to avoid confusion / unnecessary duplicate radio communications, to let the crossing guard obtain clearance for all vehicles crossing the ramp at Gate #8. Also, proper readbacks from construction personnel to the ATCT must be performed to give confirmation of the direction provided by the ATCT.

D. SCHEDULE

- 20.01 Project Schedule look-ahead (HCI to discuss). – 5 days overlap of Phase 3 areas will be provided to HCI when ready to move to next area. A pre-phase meeting will be held following this meeting, prior to moving into the next portion of Phase 3.

E. QA / QC

- 18.01 HCI/Strata need to provide the test results from the P-209 density testing.

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace asphalt paving, curb and gutter, sidewalk, and ADA ramps as well as mill and overlay a section of the existing street; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the CARNATION STREET IMPROVEMENTS, Project 14-76.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CARNATION STREET IMPROVEMENTS, Project 14-76.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper in 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.

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

- 3.1 The Work will be substantially completed by November 6, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 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 Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Seventeen Thousand Five Hundred Seventy-One and 71/100 Dollars (\$217,571.71), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form, Bid Schedule.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. NA.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of three (3) sections; (01810, 01850, 02040)
- 8.14 Contract Drawings, consisting of four (4) Sheets, and two (2) Details
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

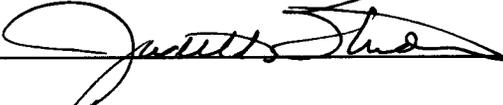
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2015.

APPROVED AS TO FORM:
(CARNATION STREET IMPROVEMENTS, Project 14-76)



ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

V.H. McDonald

Title: City Clerk

CONTRACTOR:

71 Construction, Inc.

P.O. Box 4600

Casper, WY 82604

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

Charlie Powell

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
CARNATION STREET IMPROVEMENTS,
Project 14-76

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by November 6, 2015, and completed and ready for final payment not later than November 13, 2015, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>June 16, 2015</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

TOTAL BASE BID, IN NUMERALS: \$ 217,571.71

TOTAL BASE BID, IN WORDS: Two hundred seventeen thousand five hundred seventy one dollars and seventy one cents ~~————~~ DOLLARS.

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

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

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

Submitted on June 23, 2015.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)
(Title) PREC

(Seal)

Attest: [Signature]

Business Address: 7072 Barton Dr
PO Box 4600
Casper, WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
June 23, 2015
CARNATION STREET IMPROVEMENTS
Project 14-76

Casper, Wyoming

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

LS=Lump Sum, SY = Square Yards, LF = Linear Foot, CY = Cubic Yard, EA = Each, SF = Square Foot

Bid Schedule

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization and Signs	LS	1	\$ 36,471.71	\$ 36,471.71
2	F&I Temporary Traffic Control	LS	1	\$ 3,400.00	\$ 3,400.00
3	F&I Concrete Curbwalk (6'-3" Wide)	LF	75	\$ 39.00	\$ 2,925.00
4	F&I 30" Type B Curb and Gutter	LF	575	\$ 31.00	\$ 17,825.00
5	F&I Concrete Sidewalk (5" Concrete/ 4" Base)	SF	2575	\$ 6.00	\$ 15,450.00
6	F&I Concrete Reinforced Sidewalk (6" Concrete/ 4" Base)	SF	925	\$ 10.00	\$ 9,250.00
7	R&R Concrete Curbwalk/Sidewalk for Type III ADA Ramp	SF	500	\$ 7.00	\$ 3,500.00
8	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	8	\$ 140.00	\$ 1,120.00
9	R&R Concrete Driveway (6" Concrete/ 4" Base)	SF	60	\$ 7.00	\$ 420.00
10	R&R Concrete Curbcut (6" Concrete/ 4" Base)	SF	400	\$ 7.00	\$ 2,800.00
11	F&I Select Backfill	CY	500	\$ 41.00	\$ 20,500.00
12	R&R asphalt Pavement Section (4" Pavement/ 8" Base)	SY	1200	\$ 51.60	\$ 61,920.00
13	Remove Asphalt Surfacing by Cold Milling	SY	900	\$ 4.20	\$ 3,780.00
14	F&I 1" Leveling Course, Paving Fabric, and 2" Asphalt Overlay	SY	900	\$ 33.80	\$ 30,420.00
15	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	2	\$ 820.00	\$ 1,640.00
16	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	5	\$ 560.00	\$ 2,800.00
17	R&R Existing Valve Box	EA	4	\$ 1,150.00	\$ 4,600.00
18	R&R Existing Tap Saddle	EA	3	\$ 1,250.00	\$ 3,750.00
				Total Base Bid	\$217,571.71

• **BASE BID IN WORDS:**

Two hundred seventeen thousand five hundred seventy-one dollars and seventy one cents.

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

RESOLUTION NO. 15-210

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE CARNATION STREET IMPROVEMENTS, PROJECT NO. 14-76.

WHEREAS, the City of Casper desires to make curb and gutter, sidewalk, and surfacing improvements to Carnation Street from Valley Drive to Honeysuckle; and,

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

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

WHEREAS, the Carnation Street Improvements Project is time sensitive and Council has determined that Hedquist is not the lowest qualified and responsible bidder on this Project; and

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the Carnation Street Improvements, Project No. 14-76; and is determined to be the lowest qualified and responsible bidder for the Carnation Street Improvements Project; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 71 Construction, Inc., for those services, in the amount of Two Hundred Seventeen Thousand Five Hundred Seventy-One and 71/100 Dollars (\$217,571.71).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Seventeen Thousand Five Hundred Seventy-One and 71/100 Dollars (\$217,571.71), and Twenty-Two Thousand Four Hundred Twenty-Eight and 29/100 Dollars (\$22,428.29) for a construction contingency account, for a total project amount of Two Hundred Forty Thousand Dollars (\$240,000).

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

June 30, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Knife River, Inc., for the
West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18

Recommendation:

That Council, by resolution, authorize an agreement with Knife River, Inc., for the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18, in the amount of \$2,180,103.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$200,000.00, for a total project amount of \$2,380,103.00.

Summary:

On Tuesday, June 30, 2015, three (3) bids were received from contractors for the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18. The project involves the reconstruction of West Yellowstone Highway between Poplar Street and Walnut Street and Walnut Street between Midwest Avenue and West Yellowstone Highway. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hedquist Construction, Inc.	Mills, Wyoming	\$2,026,341.00
Knife River, Inc.	Casper, Wyoming	\$2,180,103.00
Barnum, Inc.	Buffalo, Wyoming	\$2,461,791.00

The estimate prepared by the Engineer was \$2,000,000.00.

In accordance with the contract documents, if the agreement is to be awarded, it will be to the lowest bidder who is determined qualified and responsible in the sole discretion and best interest of the City. Hedquist Construction, Inc. (Hedquist), has underperformed on the last four City projects: Fairgrounds Roadway and Storm Sewer Improvements, Project 11-50; All American Center – Water, Sanitary Sewer, Street, and Site Improvements, Project 13-24; 2013 Arterial & Collector Street Reconstruction – West, Project 13-08W; and the Zone II/III Water System Improvements, Project 12-48. See attached table for details.

All four projects resulted in the assessment of liquidated damages against Hedquist for failure to complete the work within the project timelines. The City went so far as to terminate the contract with Hedquist on the 2013 Arterial & Collector Street Reconstruction – West Project, in preparation of making a claim with their bonding company. The contract was later reinstated after renewed

mediation attempts were successful in reaching a resolution on the remaining work items and assessment of liquidated damages.

In addition to not meeting project timelines on City of Casper projects, Hedquist Construction, Inc. is currently behind on the Casper/Natrona County International Airport Project (AIP No. 3-56-0004-51/52 – WYDOT Project No. CPR-60A/53A). See attached July 14, 2015 Weekly Project Meeting summary

Accordingly, staff recommends award of the contract to Knife River, Inc., as the lowest qualified and responsible bidder. Work is scheduled to be completed by July 29, 2016.

Funding for this project will be from the Wyoming Business Council in the amount of \$1,000,000.00, FY13 Midwest Street, Poplar Street to Spruce Street in the amount of \$1,000,000.00, with the remaining balance of coming from 1%#14 funds allocated for the Midwest Street, Poplar Street to David Street Reconstruction.

A resolution is prepared for Council's consideration.

Hedquist Construction Contract Deadlines and Acceptance Dates

	Final Completion Date in Contract	Notice of Acceptance of Work
Zone II/III Water Project	December 10, 2013	July 25, 2014
All American Center	November 30, 2013	September 19, 2014
Fairgrounds Roadway	December 17, 2013	May 28th, 2014
2013 Arterial & Collectors	October 25, 2013	December 22, 2014

Casper/Natrona County International Airport
AIP No. 3-56-0004-51/52 – WYDOT Project No. CPR-60A/53A

MEETING NO.: 20
DATE / TIME: July 14, 2015 / 10:00 AM
LOCATION: C/NCIA Terminal Building - Hangar Room
ATTENDEES: Sign-in Sheet
DAY COUNT: 132 of 97 Calendar Days

A. INTRODUCTION

B. SECURITY/ SAFETY

- 20.01 Haul Route/Traffic Flow – Construction access through Gate #8 for Phase 3. Phase 4 dust control operations will continue access through Gate #11.
- 20.02 Daily inspections as required by CSPP.
- 20.03 FOD Control & Dust Control.

C. OPERATIONS / NOTAM'S / COMPLAINT NOTIFICATIONS

- 14.04 Modern Electric requested HCI give them at least one days notice prior to taking down/turning on Taxiway edge lights.
- 17.02 Taxiway "A" is closed between Taxiway "A5" and Runway 8/26 intersection via NOTAM until the completion of that portion of the Phase III work. Taxiway "A6" is also closed via NOTAM.
- 17.03 ATCT has requested that in order to avoid confusion / unnecessary duplicate radio communications, to let the crossing guard obtain clearance for all vehicles crossing the ramp at Gate #8. Also, proper readbacks from construction personnel to the ATCT must be performed to give confirmation of the direction provided by the ATCT.

D. SCHEDULE

- 20.01 Project Schedule look-ahead (HCI to discuss). – 5 days overlap of Phase 3 areas will be provided to HCI when ready to move to next area. A pre-phase meeting will be held following this meeting, prior to moving into the next portion of Phase 3.

E. QA / QC

- 18.01 HCI/Strata need to provide the test results from the P-209 density testing.

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Knife River, Inc., P.O. Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to reconstruct West Yellowstone Highway between Poplar Street and Walnut Street and Walnut Street between Midwest Avenue and West Yellowstone Highway; and,

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, Project 14-18.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, Project 14-18, hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2nd Street, Suite 200, 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 July 29, 2016 and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 12, 2016. Substantial completion is defined as completion of all work to return the project to full normal vehicular and pedestrian traffic. Above ground features excluded from the definition of substantial completion are light poles, plantings, benches, trash receptacles, bike racks, non-regulatory signs, and miscellaneous cleanup as approved by the Engineer. Once contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is complete.

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 (\$1000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Eight Hundred Dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Million One Hundred Eighty Thousand One Hundred Three Dollars (\$2,180,103.00), 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 pages BS-1 through BS-7, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 **Progress Payments.** Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in

the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
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ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form, Bid Schedule.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1,2,3,4.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).

- 8.8 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.9 General Provisions, consisting of nine (9) sections.
- 8.10 Special Provisions, consisting of ten (10) special provisions.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, in any.
- 8.14 Contract Drawings, consisting of 125 sheets, with each sheet bearing the following general title:
West Yellowstone Highway & Walnut Street Reconstruction
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2015.

APPROVED AS TO FORM:
(WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, Project
14-18)



ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

V.H. McDonald

Title: City Clerk

CONTRACTOR:

Knife River, Inc.

P.O. Box 730

Casper, WY 82602

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

Charlie Powell

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
West Yellowstone Highway &
Walnut Street Reconstruction
Project No. 14-18

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price within 60 calendar days of the issuance of the Notice to Proceed, and completed and ready for final payment within 90 calendar days of the issuance of the Notice to Proceed, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>6/24/15</u>
Addendum No. <u>2</u>	Dated <u>6/25/15</u>
Addendum No. <u>3</u>	Dated <u>6/26/15</u>
	Dated <u>6/29/15</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or

BF-1

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: \$ 2,180,103.00

TOTAL BASE BID, IN WORDS: Two Million One Hundred Eighty Thousand One Hundred Three DOLLARS.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Knife River, Inc.
PO Box 730
Casper, WY 82602

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

Submitted on 6/30/, 2015.

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

A CORPORATION OR LIMITED LIABILITY COMPANY

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

Wyoming
(State of Incorporation or Organization)

By: Michael J. HAYNES (Name) Michael J. Haynes (Signature) (seal)

General MANAGER
(Title)

(Seal)

Attest: Phil Ottaviano

Business Address: Knife River, Inc.
PO Box 730
Casper, WY 82602

Phone Number: (307) 237-9346

A JOINT VENTURE

By: _____ (seal)
(Name) (Signature)

(Address)

Phone Number: _____

By: _____ (seal)
(Name) (Signature)

(Address)

Phone Number: _____

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

ITEMIZED BID SCHEDULE
 WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION
 PROJECT NO. 14-18
 June 5, 2015

Bid Schedule: WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION

FT = LINEAL FOOT		SY = SQUARE YARD		CY = CUBIC YARD		EA = EACH		LS = LUMP SUM		CF = CUBIC FOOT		SF = SQUARE FOOT	
ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS					UNIT PRICE	TOTAL PRICE				
1	1	LS	Mobilization and Bonds for <i>Ninety Five Thousand</i> Dollar(s) and <i>Zero</i> Cent(s) per lump sum.					\$ 95,000.00	\$ 95,000.00				
2	1	LS	Traffic Control for <i>Forty Eight Thousand</i> Dollar(s) and <i>Zero</i> Cent(s) per lump sum.					\$ 48,000.00	\$ 48,000.00				
3	1	LS	Removal of Obstructions for <i>Five Hundred</i> Dollar(s) and <i>Eighty Three</i> Cent(s) per lump sum.					\$ 5,835.00	\$ 5,835.00				
4	1675	FT	Removal of Curb and Gutter for <i>Four</i> Dollar(s) and <i>Twenty</i> Cent(s) per lineal foot.					\$ 4.20	\$ 7,035.00				
5	1725	SY	Removal of Concrete Flatwork for <i>Twelve</i> Dollar(s) and <i>Twenty</i> Cent(s) per square yard.					\$ 12.20	\$ 21,045.00				
6	4160	CY	Unclassified Excavation for <i>Eighteen</i> Dollar(s) and <i>Sixty</i> Cent(s) per cubic yard.					\$ 18.60	\$ 77,376.00				
7	4050	SY	F&I 4" Hot Plant Mix with 8" Crushed Base for <i>Thirty Three</i> Dollar(s) and <i>Sixty</i> Cent(s) per square yard.					\$ 33.60	\$ 136,080.00				
8	420	SY	F&I 8" Concrete Pavement with 4" Crushed Base for <i>One Hundred Fifty</i> Dollar(s) and <i>Zero</i> Cent(s) per square yard.					\$ 150.00	\$ 63,000.00				

Bid Schedule (CONT): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	120	SY	F&I Concrete to Hot Plant Mix Transition for <u>thirty three</u> Dollar(s) and <u>zero</u> Cent(s) per square yard.	\$ 93.00	\$ 11,160.00
10	3400	SY	F&I 12" Pit Run Subbase for <u>seventeen</u> Dollar(s) and <u>fifty eight</u> Cent(s) per square yard.	\$ 17.58	\$ 59,772.00
11	1825	FT	F&I Curb and Gutter Type B and Base Course for <u>thirty seven</u> Dollar(s) and <u>zero</u> Cent(s) per lineal foot.	\$ 37.00	\$ 67,525.00
12	1000	SY	F&I Double Gutter and Base Course for <u>seventy five</u> Dollar(s) and <u>fifty two</u> Cent(s) per square yard.	\$ 75.52	\$ 75,520.00
13	24	SY	F&I Concrete Paver Crosswalk for <u>one thousand one hundred</u> Dollar(s) and <u>zero</u> Cent(s) per square yard.	\$ 445.00	\$ 27,480.00
14	1190	FT	F&I Double Yellow Striping for <u>ten</u> Dollar(s) and <u>eighty</u> Cent(s) per lineal foot.	\$ 10.80	\$ 12,852.00
15	480	FT	F&I Solid White Striping for <u>six</u> Dollar(s) and <u>zero</u> Cent(s) per lineal foot.	\$ 6.00	\$ 2,880.00
16	1	EA	F&I Preformed Pavement Markings for <u>six hundred</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 600.00	\$ 600.00
17	5	EA	F&I Sign Post and Panels for <u>hundred hundred</u> Dollar(s) and <u>zero</u> Cent(s) per each.	\$ 900.00	\$ 4,500.00

Bid Schedule (CONT'): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
18	56	FT	F&I 18" Reinforced Concrete Pipe (RCP) for <i>One Hundred Fifty Six</i> Dollar(s) and <i>no</i> Cent(s) per lineal foot.	\$153.50	\$8,596.00
19	8	FT	F&I 24" Reinforced Concrete Pipe (RCP) for <i>Two Hundred Seventeen</i> Dollar(s) and <i>no</i> Cent(s) per lineal foot.	\$217.50	\$1,740.00
20	440	FT	F&I 30" Reinforced Concrete Pipe (RCP) for <i>One Hundred Sixty</i> Dollar(s) and <i>Sixty</i> Cent(s) per lineal foot.	\$106.60	\$46,904.00
21	3	EA	F&I Single Storm Sewer Inlet (all depths) for <i>Three Hundred Sixty Six</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$3664.00	\$10,992.00
22	2	EA	F&I Double Storm Sewer Inlet (all depths) for <i>Two Hundred Sixty Six</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$6523.00	\$13,046.00
23	2	EA	F&I Storm Sewer Manhole for <i>Two Hundred Eighty</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$5880.00	\$11,760.00
24	1	EA	F&I Water Service Pipe for <i>Two Hundred Sixty</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$2,460.00	\$2,460.00
25	3	EA	F&I Fire Hydrant Assembly for <i>Ten Thousand</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$10,000.00	\$30,000.00
26	6	EA	R&R Sanitary Sewer Manhole for <i>Six Hundred Seven Hundred</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$8705.00	\$52,230.00

Bid Schedule (CONT'): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
27	90	CY	F&I Select Backfill for <i>Sixty Two</i> Dollar(s) and <i>Twenty</i> Cent(s) per cubic yard.	\$ 65.20	\$ 5,868.00
28	10	CY	F&I Flowable Backfill for <i>Eighty Eight</i> Dollar(s) and <i>Twenty</i> Cent(s) per cubic yard.	\$ 88.20	\$ 882.00
29	20	EA	Utility Adjustment for <i>Six Hundred Twelve</i> Dollar(s) and <i>Zero</i> Cent(s) per each.	\$ 612.00	\$ 12,240.00
30	2540	SY	F&I Concrete Sidewalk and Base Course for <i>Forty Four</i> Dollar(s) and <i>Twenty Five</i> Cent(s) per square yard.	\$ 44.25	\$ 112,395.00
31	5300	SF	F&I Clay Pavers for <i>Twenty Two</i> Dollar(s) and <i>Eighty Two</i> Cent(s) per square foot.	\$ 22.52	\$ 119,356.00
32	750	FT	F&I Tree Grate Header for <i>Forty Three</i> Dollar(s) and <i>Eighty</i> Cent(s) per lineal foot.	\$ 53.50	\$ 40,125.00
33	10	FT	F&I Paver Border for <i>One Hundred Eighty</i> Dollar(s) and <i>Zero</i> Cent(s) per lineal foot.	\$ 185.00	\$ 1,850.00
34	100	FT	F&I Raised Planters for <i>Three Hundred Seventy</i> Dollar(s) and <i>Twenty Eight</i> Cent(s) per lineal foot.	\$ 373.28	\$ 37,328.00
35	1	EA	F&I Decorative Old Yellowstone District Sign for <i>Eleven Hundred Eighty</i> Dollar(s) and <i>Zero</i> Cent(s) per each.	\$ 11,880.00	\$ 11,880.00

Bid Schedule (CONT'): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
36	3	EA	F&I Backless Bench for <u>Two Hundred Eighty</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	\$2,580.00	\$ 7,740.00
37	4	EA	F&I Bike Racks for <u>Two Hundred Fifty</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	\$2,205.00	\$ 8,820.00
38	5	EA	F&I Trash Receptacles for <u>One Hundred Eighty</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	\$1,896.00	\$ 9,480.00
39	1	EA	F&I Irrigation Controller Fence for <u>Three Hundred Sixty</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	\$3,360.00	\$ 3,360.00
40	34	EA	F&I Tree Grates for <u>Two Hundred Twenty</u> Dollar(s) and <u>Eighty</u> Cent(s) per each.	\$2,276.50	\$ 77,401.00
41	37	EA	F&I Deciduous Canopy Tree for <u>Eight</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	\$ 738.00	\$ 27,306.00
42	824	SF	Fine Grading for <u>One</u> Dollar(s) and <u>Twenty five</u> Cent(s) per square foot.	\$ 1.25	\$ 1,030.00
43	34	EA	F&I Shrubs (5 Gal.) for <u>One Hundred Six</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	\$ 106.00	\$ 3,604.00
44	35	EA	F&I Ornamental Grasses (1 Gal.) for <u>Thirty Six</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	\$ 36.00	\$ 1,260.00

Bid Schedule (CONT): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
45	28	EA	F&I Perennials and Groundcovers (1 Gal.) for <i>Twenty four</i> Dollar(s) and <i>zero</i> Cent(s) per each.	\$ 24.00	\$ 672.00
46	884	SY	F&I Landscape Weed Barrier Fabric for <i>Three</i> Dollar(s) and <i>Twenty five</i> Cent(s) per square yard.	\$ 3.25	\$ 2,873.00
47	240	CF	F&I Rock Mulch for <i>Six</i> Dollar(s) and <i>zero</i> Cent(s) per cubic foot.	\$ 6.00	\$ 1,440.00
48	17	CF	F&I Wood Mulch for <i>fourteen</i> Dollar(s) and <i>zero</i> Cent(s) per cubic foot.	\$ 14.00	\$ 238.00
49	204	CF	F&I Inorganic Mulch for <i>Six</i> Dollar(s) and <i>five</i> Cent(s) per cubic foot.	\$ 6.50	\$ 1,326.00
50	5	CY	F&I Class I Organic Amendment <i>One Hundred Ninety Two</i> Dollar(s) and <i>zero</i> Cent(s) per cubic yard.	\$ 192.00	\$ 960.00
51	46	CY	Export Soil for <i>Twenty two</i> Dollar(s) and <i>five</i> Cent(s) cubic yard.	\$ 22.50	\$ 1,035.00 <i>6/22/15</i> \$ 2,553.00
52	46	CY	Import Topsoil for <i>Five</i> Dollar(s) and <i>five</i> Cent(s) per cubic yard.	\$ 55.50	\$ 2,553.00
53	1	LS	F&I Irrigation System for <i>Thirty Six thousand</i> Dollar(s) and <i>zero</i> Cent(s) per lump sum.	\$ 36,000.00	\$ 36,000.00

Bid Schedule (CONT): WEST YELLOWSTONE HIGHWAY & WALNUT STREET RECONSTRUCTION

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
54	1	LS	Erosion and Sedimentation Control for Eleven thousand eight hundred ^{Eleven thousand} Dollar(s) and zero Cent(s) per lump sum.	11,880.00 14,425.00	11,880.00 14,425.00 PS 6/3/15
55	1	LS	Street Lighting Electrical Service for thirteen thousand six ^{thirteen thousand} Dollar(s) and zero Cent(s) per lump sum.	14,425.00	14,425.00
56	18	EA	F&I Decorative Light Poles (West Yellowstone Hwy) for nine thousand two hundred ^{nine thousand} Dollar(s) and zero Cent(s) per each.	9,270.00	166,860.00
57	10	EA	F&I Decorative Light Poles (Walnut Street) for six thousand seven hundred ^{six thousand} Dollar(s) and zero Cent(s) per each.	6,017.00	60,170.00
58	5	EA	F&I Roadway Light Poles (West Yellowstone Hwy) for nine thousand one hundred ^{nine thousand} Dollar(s) and zero Cent(s) per each.	9,169.00	45,845.00
59	2	EA	F&I Roadway Light Poles (Walnut Street) for six thousand six hundred ^{six thousand} Dollar(s) and eighty Cent(s) per each.	6,651.50	13,303.00
60	1	LS	F&I Conduit and Wiring for Street Lighting and Receptacles for one hundred thirty nine thousand three ^{thirty nine thousand} Dollar(s) and zero Cent(s) per lump sum.	139,385.00	139,385.00
61	1	LS	Utility Relocation for three hundred fifty thousand eight ^{thirty thousand} Dollar(s) and zero Cent(s) per lump sum.	305,825.00	305,825.00
TOTAL BID (Addition of Totals from Items 1-61)				\$ 2,180,103.00	

RESOLUTION NO. 15-211

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KNIFE RIVER, INC., FOR THE WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, PROJECT NO. 14-18.

WHEREAS, the City of Casper desires to reconstruct West Yellowstone Highway between Poplar Street and Walnut Street and Walnut Street between Midwest Avenue and West Yellowstone Highway; and,

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

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

WHEREAS, the Yellowstone Highway and Walnut Street Reconstruction Project is time sensitive and Council has determined that Hedquist is not the lowest qualified and responsible bidder on this Project; and

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18; and,

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

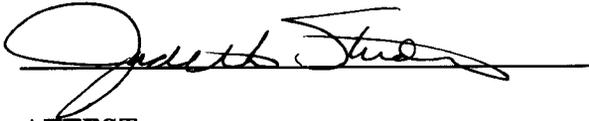
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Knife River, Inc., for those services, in the amount of Two Million One Hundred Eighty Thousand One Hundred Three Dollars (\$2,180,103).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Million One Hundred Eighty Thousand One Hundred Three Dollars (\$2,180,103), and Two Thousand Dollars (\$200,000) for a construction contingency account, for a total project amount of Two Million Three Hundred Eighty Thousand One Hundred Three Dollars (\$2,380,103).

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

June 26, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a vacation and replat creating Nelson's Addition, Lots 15, 16, 17 and 18, Block 19.

Recommendation:

That Council, by resolution, approve a vacation and replat of Lots 3, 4 & the North 25' of Lot 5, Block 19, Nelson's Addition, to create Nelson's Addition, Lots 15, 16, 17 and 18, Block 19.

Summary:

Gamma's Properties, LLC has applied for a vacation and replat of Lots 3, 4 & the North 25' of Lot 5, Block 19, Nelson's Addition, to create Nelson's Addition, Lots 15, 16, 17 and 18, Block 19, comprising 0.467-acres, more or less, located at 1125, 1129, 1131, and 1135 North Beech Street. The subject properties are zoned R-6 (Manufactured Home (Mobile) Park). Land uses in the surrounding area are a mix of residential, commercial, and public parkland. The subject properties are currently occupied by mobile homes. The minimum lot size in the R-6 (Manufactured Home (Mobile) Park) zoning district is 4,000 square feet, and the minimum lot width required is thirty-five (35) feet. All proposed lots exceed the minimum lot size requirements. The purpose of the proposed replat is to reconfigure the property so that it can be divided among the heirs of the previous owner of the property.

The Planning and Zoning Commission approved the replat at their June 23, 2015 public hearing. There were no public comments either for or against the replat. A resolution and a Subdivision Agreement have been prepared for the City Council's consideration.

Nelson's Addition, Lots 15, 16, 17, and 18, Block 19



Legend
[Blue Box] Subject Property



NOT TO SCALE

**NELSON'S ADDITION, LOTS 15, 16, 17 AND 18, BLOCK 19
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2015 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. Gramma's Properties, LLC, 411 Windriver, Casper, Wyoming 82609 (PO Box 51090, Casper, Wyoming 82605) ("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 vacate and replat Lots 3, 4 and the North 25 Feet of Lot 5, Block 19, Nelson's Addition, to create Nelson's Addition, Lots 15, 16, 17 and 18, Block 19, comprising 0.467-acres, more or less, located at 1125, 1129, 1131, and 1135 North Beech Street.
- C. A plat of Nelson's Addition, Lots 15, 16, 17 and 18, Block 19 ("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 City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

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 plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the 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. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. 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.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. 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.
- j. 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.

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 or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- 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:

Gramma's Properties, LLC
411 Windriver
Casper, Wyoming 82609
(PO Box 51090,
Casper, Wyoming 82605)

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

- 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.

- I. 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS:

OWNER

Gramma's Properties, LLC

By: Dee Hardy

By: [Signature]

Printed Name: Dee Hardy

Printed Name: Rolland Suarez

Title: Notary

Title: OWNER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

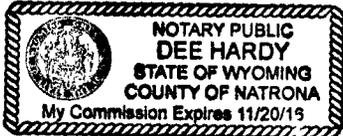
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 13th day of July, 2015 by Rolland Hardy as the owner of Gramma's Properties, LLC.

(Seal, if any)

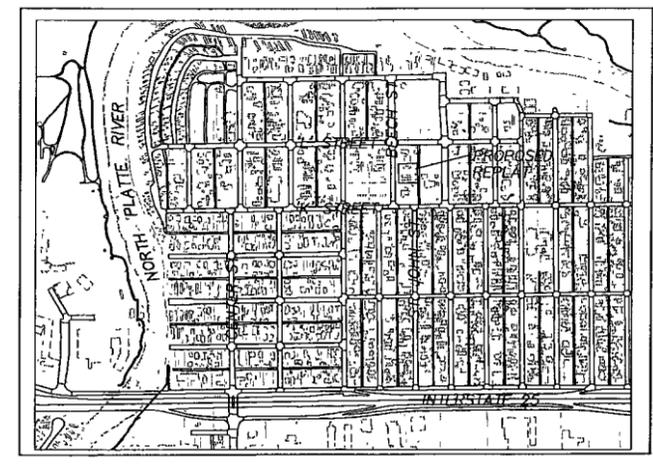
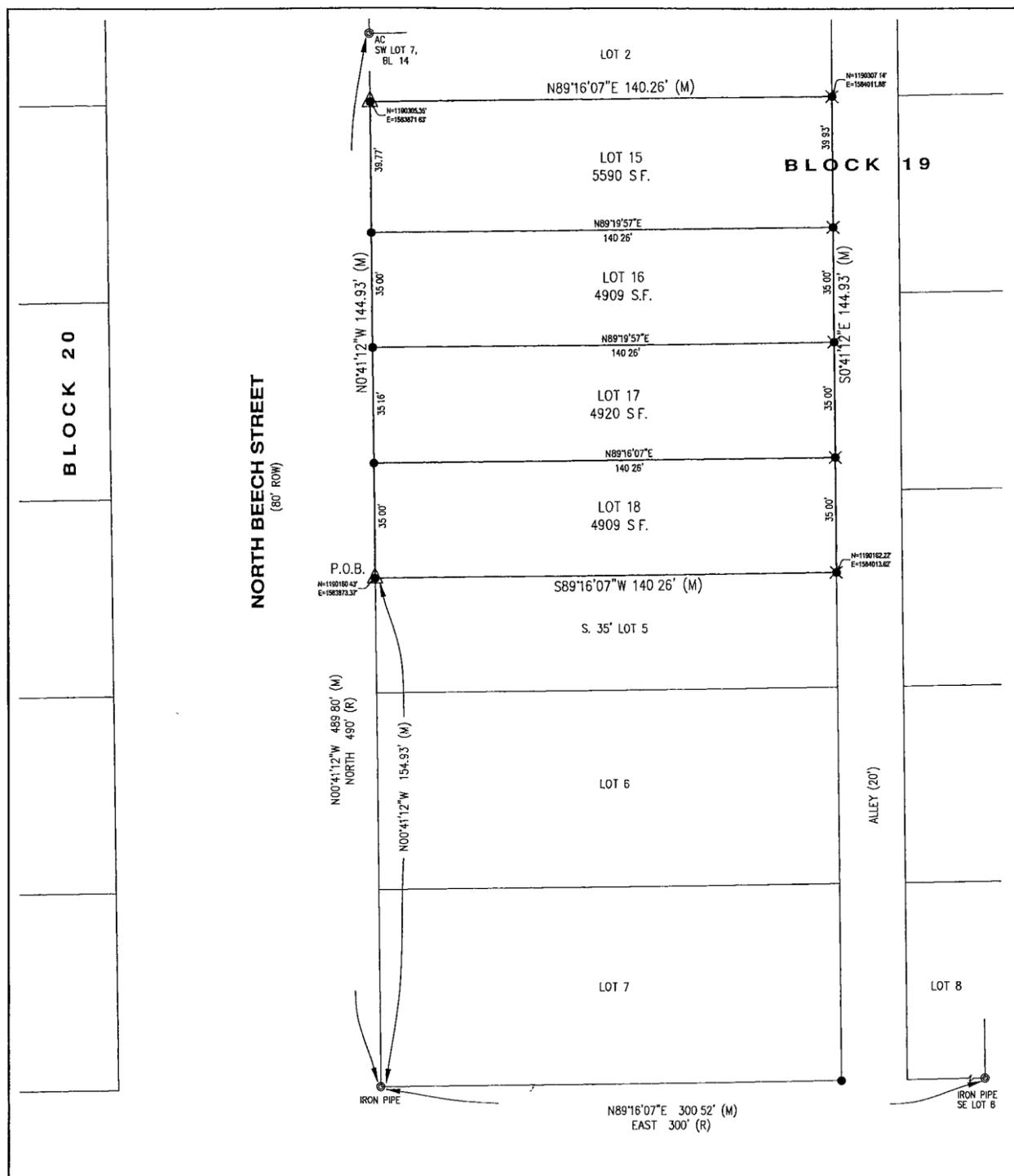


Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/19]

\\land 2015\Survey_Dwg\15-155 Jarez pld\Plot.dwg, 9/29/2011, Jim



CERTIFICATE OF VACATION AND DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA } SS

THE UNDERSIGNED, GRAMMA'S PROPERTIES, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND, BEING ALL OF LOTS 3 AND 4, AND THE NORTH 25.00 FEET OF LOT 5, ALL IN BLOCK 19, NELSON'S ADDITION TO THE CITY OF CASPER, BEING VACATED AND REPLATED AS SHOWN ON THIS PLAT, SITUATE IN THE SE[1/4] OF SECTION 4, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A FOUND OPEN PIPE AT THE SOUTHWEST CORNER OF SAID BLOCK 19,

THENCE N 00°41'12"W, ALONG THE WEST LINE OF SAID BLOCK 19 AND THE EAST LINE OF NORTH BEECH STREET, 154.93 FEET TO A BRASS CAP SET THIS SURVEY AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, BEING ALSO THE SOUTHWEST CORNER OF THE NORTHERLY 25.00 FEET OF SAID LOT 5, BLOCK 19,

THENCE N 00°41'12"W, CONTINUING ALONG THE WEST LINE OF SAID BLOCK 19 AND THE EAST LINE OF NORTH BEECH STREET, 144.93 FEET TO A BRASS CAP SET THIS SURVEY AT THE NORTHWEST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, BEING ALSO THE WESTERLY CORNER COMMON TO SAID LOT 3 AND LOT 2, BLOCK 19,

THENCE N 89°16'07"E, ALONG THE NORTH LINE OF SAID LOT 3 AND THE SOUTH LINE OF SAID LOT 2, 140.26 FEET TO AN "X" CHISTLED IN CONCRETE SET THIS SURVEY AT THE NORTHEAST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, BEING ALSO THE EASTERLY CORNER COMMON TO SAID LOT 3 AND LOT 2, BLOCK 19,

THENCE S 00°41'12"E, ALONG THE EAST LINE OF SAID LOTS 3, 4 AND THE NORTHERLY 25.00 FEET OF LOT 5, 144.93 FEET TO AN "X" CHISTLED IN CONCRETE SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN,

THENCE S 89°16'07"W, ALONG THE SOUTH LINE OF THE NORTH 25.00 FEET OF SAID LOT 5, 140.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.467 ACRES, (20,328 S.F.), AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED

THE 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 "NELSON'S ADDITION, LOTS 15, 16, 17 AND 18, BLOCK 19" ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC

GRAMMA'S PROPERTIES, LLC
 P O BOX 51090
 CASPER, WYOMING 82605

ROLAND JUAREZ, MANAGER
 GRAMMA'S PROPERTIES, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROLLAND JUAREZ AS MANAGER OF GRAMMA'S PROPERTIES, LLC, THIS DAY OF _____, 2015

WITNESS MY HAND AND OFFICIAL SEAL
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2015.

ATTEST _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO _____ DULY PASSED,
 ADOPTED AND APPROVED THIS _____ DAY OF _____, 2015.

ATTEST _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2015.

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2015.

_____ CITY ENGINEER
 _____ CITY SURVEYOR

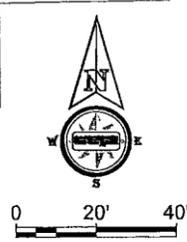
NOTES

1. ERROR OF CLOSURE EXCEEDS 1.570,000
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. ELEVATION AT THE P.O.B. IS 5107, NAVD '88 DATUM
4. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°47'05.60746, AND THE COMBINED FACTOR IS 0.999797208
5. DISTANCES ARE GROUND, AND U.S. SURVEY FOOT.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA } SS

I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5529, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN APRIL, 2015, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO THE CITY OF CASPER DATUM OF NAD83/86. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



BLOCK 37

Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307 266 4346 Fax 307 266 0103
 www.cepi-casper.com

NORTH CASPER ADD.

LEGEND

- ▲ SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- ✕ SET CHISTLED "X" IN CONCRETE
- FOUND MONUMENT AS NOTED

ST. JOHN ST.

VACATION AND REPLAT OF
 LOTS 3, 4 & THE NORTH 25' OF LOT 5, BLOCK 19,
 NELSON'S ADDITION
 AS

NELSON'S ADDITION
LOTS 15, 16, 17 AND 18, BLOCK 19

TO THE CITY OF CASPER, WYOMING

JUN 16 2015

BEING A PORTION OF THE
 NE¼ OF SECTION 4
 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 W.O. #15-155

RESOLUTION NO. 15-212

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 3, 4 AND THE NORTH 25 FEET OF LOT 5, BLOCK 19, NELSON'S ADDITION, TO CREATE NELSON'S ADDITION, LOTS 15, 16, 17 AND 18, BLOCK 19, AND THE ASSOCIATED SUBDIVISION AGREEMENT.

WHEREAS, an application has been made to vacate and replat Lots 3, 4 and the North 25 feet of Lot 5, Block 19, Nelson's Addition, to create Nelson's Addition, Lots 15, 16, 17 and 18, Block 19, comprising 0.467-acres, more or less, located at 1125, 1129, 1131, and 1135 North Beech Street, and creating four (4) lots; and,

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

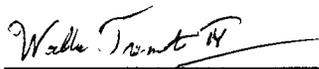
WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

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 the vacation and replat as described above.

BE IT FURTHER 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 subdivision agreement between the City and Gramma's Properties, LLC.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: County Plat Approval, Salt Creek Heights Business Center – Phase 2

Recommendation:

That Council, by resolution, approve the Salt Creek Heights Business Center – Phase 2, located in unincorporated Natrona County, generally east of North Salt Creek Highway and north of Salt Creek Parkway.

Summary:

Application has been made by the Amoco Reuse Agreement Joint Powers Board for County plat approval of the proposed Salt Creek Heights Business Center – Phase 2. The proposed Salt Creek Heights Business Center – Phase 2 encompasses approximately 45.007-acres, and is creating eight (8) lots and two (2) tracts, ranging in size from .406 acres to 19.44 acres. The subject property has frontage on four (4) public streets, Opportunity Boulevard, Wood Court, Salt Creek Parkway, and Legacy Drive. At this time, water and sewer infrastructure has been constructed along Opportunity Boulevard, Salt Creek Parkway, Legacy Drive and Wood Court.

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.

In 2007 the City entered into an agreement with the Amoco Reuse Agreement Joint Powers Board to provide Outside City Water and Sewer Service to the area of the proposed Salt Creek Heights Business Center – Phase 2. As a condition of receiving water, the Joint Powers Board was required to immediately apply for annexation of the area into the City of Casper. An application for annexation was submitted to the City; however, the annexation was never completed because of the inability to complete the annexation within the 180-day time limitation afforded under Wyoming State Statutes. The Joint Powers Board was never able to procure the necessary signatures for the City's

Subdivision Agreement; therefore, the City was unable to complete the annexation and the time limitation elapsed.

A resolution has been prepared for Council's consideration, authorizing the Mayor to sign the plats creating Salt Creek Heights Business Center – Phase 2.

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

THE AMOCO REUSE AGREEMENT JOINT POWERS BOARD DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCELS OF LAND SITUATE WITHIN A PORTION OF THE SW¼SW¼ OF SECTION 32, T.34N., R.79W., 6TH P.M., AND PORTIONS OF THE W¼NW¼ OF SECTION 5 AND THE E½NE¼ OF SECTION 6, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL NO 1.

COMMENCING AT THE NE¼ CORNER OF SAID SECTION 6, MONUMENTED BY A BRASS CAP ON THE CENTER LINE OF SALT CREEK PARKWAY (COUNTY ROAD 303),

THENCE N26°13'50"E, A DISTANCE OF 56.50 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF STATE HIGHWAY 254 AND THE NORTH LINE OF SALT CREEK PARKWAY (COUNTY ROAD 303), MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING,

THENCE ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF STATE HIGHWAY 254 AND A CURVE TO THE LEFT HAVING A RADIUS OF 1075.00 FEET, THROUGH A CENTRAL ANGLE OF 32°3'14", A DISTANCE OF 63.55 FEET, HAVING A CHORD BEARING OF N00°38'51"E, A DISTANCE OF 63.54 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP,

THENCE N01°02'47"W ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF STATE HIGHWAY 254, A DISTANCE OF 637.22 FEET TO THE SOUTH LINE OF OPPORTUNITY BOULEVARD, MONUMENTED BY A BRASS CAP,

THENCE N02°21'55"W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF STATE HIGHWAY 254, ACROSS OPPORTUNITY BOULEVARD, A DISTANCE OF 80.06 FEET TO THE NORTH LINE OF OPPORTUNITY BOULEVARD, MONUMENTED BY A BRASS CAP,

THENCE S89°57'56"E, ALONG THE NORTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD, A DISTANCE OF 384.04 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP,

THENCE CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD AND A CURVE TO THE LEFT HAVING A RADIUS OF 2710.61 FEET, THROUGH A CENTRAL ANGLE OF 31°9'28", A DISTANCE OF 157.28 FEET, HAVING A CHORD BEARING OF N88°17'30"E, A DISTANCE OF 157.26 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP,

THENCE N86°45'49"E, ALONG THE NORTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD, A DISTANCE OF 66.90 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP,

THENCE CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD AND A CURVE TO THE LEFT HAVING A RADIUS OF 2710.61 FEET, THROUGH A CENTRAL ANGLE OF 18°22'28", A DISTANCE OF 869.28 FEET, HAVING A CHORD BEARING OF N77°28'41"E, A DISTANCE OF 865.56 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP,

THENCE N68°17'39"E, ALONG THE NORTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD, A DISTANCE OF 971.99 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP,

THENCE CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD AND A CURVE TO THE RIGHT HAVING A RADIUS OF 740.16 FEET, THROUGH A CENTRAL ANGLE OF 19°51'36", A DISTANCE OF 256.56 FEET, HAVING A CHORD BEARING OF N78°14'49"E, A DISTANCE OF 255.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP,

THENCE N88°21'37"E, ALONG THE NORTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD, A DISTANCE OF 25.96 FEET TO THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE WEST LINE OF LOT 1, SALT CREEK HEIGHTS ADDITION, MONUMENTED BY A BRASS CAP,

THENCE S00°54'31"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF SALT CREEK HEIGHTS ADDITION AND ACROSS OPPORTUNITY BOULEVARD, A DISTANCE OF 79.78 FEET TO A POINT LOCATED ON THE SOUTH LINE OF OPPORTUNITY BOULEVARD, BEING THE W¼ CORNER OF SECTIONS 5 AND 32, MONUMENTED BY A BRASS CAP,

THENCE S87°56'30"W, ALONG THE SOUTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD, A DISTANCE OF 24.56 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP,

THENCE CONTINUING ALONG THE SOUTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD AND A CURVE TO THE LEFT HAVING A RADIUS OF 660.16 FEET, THROUGH A CENTRAL ANGLE OF 19°52'08", A DISTANCE OF 228.93 FEET, HAVING A CHORD BEARING OF S78°14'52"W, A DISTANCE OF 227.78 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP,

THENCE S68°17'23"W, ALONG THE SOUTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD, A DISTANCE OF 672.35 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP,

THENCE ALONG THE EAST LINE OF THE PARCEL AND LEGACY DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 69°00'44", A DISTANCE OF 30.11 FEET, HAVING A CHORD BEARING OF S23°18'50"W, A DISTANCE OF 28.32 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP,

THENCE S21°42'35"E, ALONG THE EAST LINE OF THE PARCEL AND LEGACY DRIVE, A DISTANCE OF 40.05 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP,

THENCE CONTINUING ALONG THE EAST LINE OF THE PARCEL AND LEGACY DRIVE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 490.00 FEET, THROUGH A CENTRAL ANGLE OF 70°17'17", A DISTANCE OF 601.11 FEET, HAVING A CHORD BEARING OF S13°27'04"W, A DISTANCE OF 564.12 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP,

THENCE CONTINUING ALONG THE EAST LINE OF THE PARCEL AND LEGACY DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF 48°45'39", A DISTANCE OF 348.93 FEET, HAVING A CHORD BEARING OF S24°12'47"W, A DISTANCE OF 338.49 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP,

THENCE S00°02'12"E, ALONG THE EAST LINE OF THE PARCEL AND LEGACY DRIVE, A DISTANCE OF 24.14 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP,

THENCE CONTINUING ALONG THE EAST LINE OF THE PARCEL AND LEGACY DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°39'44", A DISTANCE OF 39.70 FEET, HAVING A CHORD BEARING OF S45°32'04"E, A DISTANCE OF 35.66 FEET TO THE END OF CURVE, LOCATED ON THE NORTH LINE OF SALT CREEK PARKWAY (COUNTY ROAD 303), MONUMENTED BY A BRASS CAP,

THENCE S88°58'04"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SALT CREEK PARKWAY, A DISTANCE OF 125.10 FEET TO A POINT, MONUMENTED BY A BRASS CAP,

THENCE S88°59'32"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SALT CREEK PARKWAY, A DISTANCE OF 92.39 FEET TO A POINT, MONUMENTED BY A BRASS CAP,

THENCE S88°14'49"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SALT CREEK PARKWAY, A DISTANCE OF 1288.94 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL CONTAINS 33.53 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED

PARCEL NO 2

COMMENCING AT THE CSNE¼ CORNER OF SAID SECTION 6, MONUMENTED BY AN ALUMINUM CAP, BEING THE SOUTHWEST CORNER OF THE PARCEL AND THE POINT OF BEGINNING,

THENCE N00°22'02"W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF WYOMING STATE HIGHWAY NO 254, A DISTANCE OF 596.46 FEET TO THE NORTHWEST CORNER OF THE PARCEL, LOCATED ON THE SOUTH LINE OF SALT CREEK PARKWAY, MONUMENTED BY A BRASS CAP,

THENCE N88°14'56"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF SALT CREEK PARKWAY, A DISTANCE OF 1316.06 FEET TO A POINT, MONUMENTED BY A BRASS CAP,

THENCE N88°58'11"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF SALT CREEK PARKWAY, A DISTANCE OF 109.89 FEET TO THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP,

THENCE S00°09'56"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 593.58 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP,

THENCE S89°21'34"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 109.86 FEET TO THE S-N¼ CORNER OF SECTION 6, MONUMENTED BY A BRASS CAP,

THENCE S88°05'19"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 1314.09 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL CONTAINS 19.44 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED

THE TRACTS OF LAND, AS THEY APPEAR ON THIS PLAT, ARE DEDICATED WITH THE FREE CONSENT AND ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS THE NAME OF THE SUBDIVISION SHALL BE "SALT CREEK HEIGHTS BUSINESS CENTER - PHASE 2" 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 OPPORTUNITY BOULEVARD, WOOD COURT AND LEGACY DRIVE ARE DEDICATED TO THE PUBLIC SALT CREEK PARKWAY AS SHOWN HEREON HAS PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC

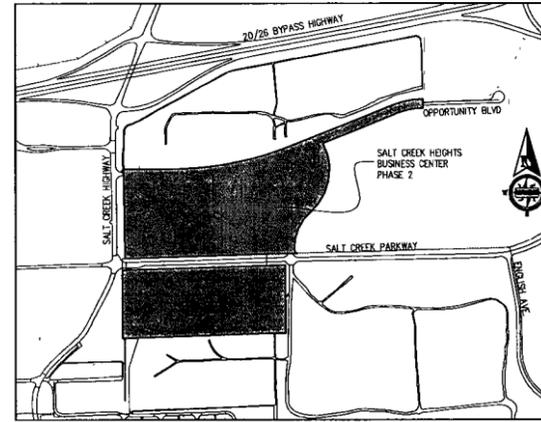
AMOCO REUSE AGREEMENT JOINT POWERS BOARD
 2435 KING BOULEVARD, SUITE 300
 CASPER, WYOMING 82604

RENEE HAHN - EXECUTIVE DIRECTOR

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RENEE HAHN, EXECUTIVE DIRECTOR OF THE AMOCO REUSE AGREEMENT JOINT POWERS BOARD, THIS _____ DAY OF _____, 2015

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC



VICINITY MAP
 NO SCALE

APPROVALS

APPROVED BY THE NATRONA COUNTY PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2015

ATTEST _____ COUNTY CLERK _____ PLANNING COMMISSION CHAIRMAN

APPROVED BY THE NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2015

ATTEST _____ COUNTY CLERK _____ CHAIRMAN OF THE BOARD

APPROVED BY THE CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY RESOLUTION NO _____ DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST _____ CITY CLERK _____ CITY OF CASPER MAYOR

APPROVED BY THE CITY COUNCIL OF THE TOWN OF MILLS, WYOMING BY RESOLUTION NO _____ DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST _____ TOWN CLERK _____ TOWN OF MILLS MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2015

 COUNTY DEVELOPMENT DIRECTOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2015

 COUNTY HEALTH DEPARTMENT

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2015

 COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

I, WILLIAM R FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN MAY, 2015, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R FEHRINGER THIS _____ DAY OF _____, 2015

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

PLAT OF
**SALT CREEK HEIGHTS
 BUSINESS CENTER - PHASE 2**

A SUBDIVISION OF PORTIONS OF
 THE SW¼SW¼ SECTION 32, T.34N., R.79W.,
 W¼NW¼ SECTION 5 & E½NE¼ SECTION 6
 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 JUNE, 2015
 SHEET 2 OF 2
 WO #15-145

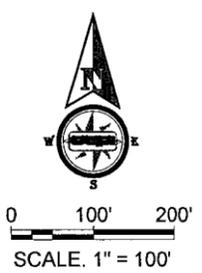


Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307 266 4346 Fax 307 266 0103
 www.cepi-casper.com

M:\land 2015\Survey_Dwg\15-145_SCHUBS\SCHUBS_P11_2_PLAT.dwg, 6/4/2015, BJA

Line #	Bearing	Length
L1	S0° 02' 12"E	24 14'
L2	N0° 06' 39"W	31 01'
L3	N0° 00' 14"E	56 87'
L4	N0° 00' 14"E	57 04'
L5	S21° 42' 35"E	40 05'
L6	S21° 37' 41"E	40 03'

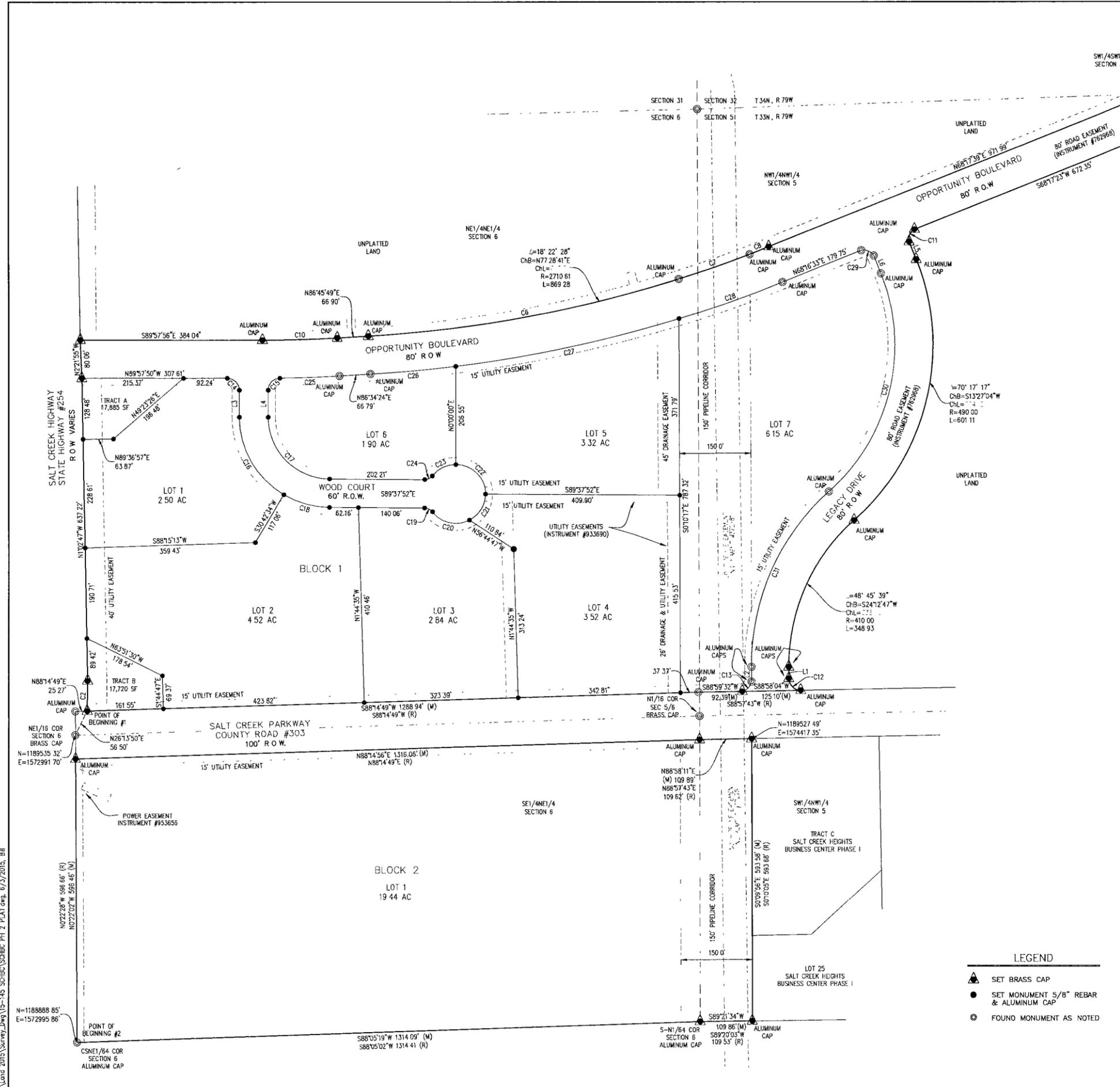
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C2	1075 00'	63 55'	323°14'	N03°51'E	63 54'
C6	2710 61'	666 27'	140°5'00"	N79°37'25"E	664 59'
C7	2710 61'	158 60'	321°09'	N70°54'21"E	158 58'
C8	2710 61'	44 41'	0°56'19"	N68°45'37"E	44 41'
C9	740 16'	256 56'	19°51'36"	N78°14'49"E	255 27'
C10	2710 61'	157 28'	319°28'	N88°17'30"E	157 26'
C11	25 00'	30 11'	69°00'44"	S23°18'50"W	28 32'
C12	25 00'	39 70'	90°59'44"	S45°32'04"E	35 66'
C13	25 00'	29 88'	68°28'20"	N44°16'32"E	28 13'
C14	25 00'	39 26'	89°58'04"	N44°58'48"W	35 35'
C15	25 00'	38 92'	89°12'04"	S44°36'16"W	35 11'
C16	190 00'	196 63'	59°17'42"	S29°38'38"E	187 97'
C17	130 00'	203 36'	89°38'06"	S44°48'49"E	183 26'
C18	190 00'	100 61'	30°20'23"	S74°27'40"E	99 44'
C19	20 00'	18 30'	52°25'32"	N63°25'06"W	17 67'
C20	62 00'	86 48'	79°55'07"	S77°09'44"E	79 64'
C21	62 00'	67 64'	62°30'35"	N31°37'25"E	64 34'
C22	62 00'	97 79'	90°22'04"	N44°48'54"W	87 96'
C23	62 00'	56 33'	52°03'38"	S63°58'15"W	54 42'
C24	20 00'	18 30'	52°25'32"	N64°09'22"E	17 67'
C25	2790 61'	125 44'	2°34'32"	N87°55'02"E	125 43'
C26	2790 61'	180 26'	3°42'04"	N84°49'50"E	180 23'
C27	2790 61'	481 96'	9°53'44"	N78°01'57"E	481 36'
C28	2790 61'	232 69'	4°46'39"	N70°41'46"E	232 62'
C29	25 00'	30 15'	69°05'36"	N66°40'51"W	28 35'
C30	410 00'	502 93'	70°16'55"	N13°27'31"E	471 98'
C31	490 00'	417 05'	48°45'56"	S24°12'39"W	404 58'
C33	660 16'	228 93'	19°52'08"	S78°14'52"W	227 78'



- LEGEND**
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - ◎ FOUND MONUMENT AS NOTED

PLAT OF
**SALT CREEK HEIGHTS
BUSINESS CENTER - PHASE 2**

A SUBDIVISION OF PORTIONS OF
THE SW¼SW¼ SECTION 32, T.34N, R.79W,
W2NW¼ SECTION 5 & E½NE¼ SECTION 6
T.33N, R.79W, 6TH P.M.
NATRONA COUNTY, WYOMING
JUNE, 2015
SHEET 1 OF 2
W O #15-145



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RESOLUTION NO.15-213

A RESOLUTION APPROVING A NATRONA COUNTY PLAT,
“SALT CREEK HEIGHTS BUSINESS CENTER – PHASE 2”

WHEREAS, application has been made for County subdivision approval of the Salt Creek Heights Business Center – Phase 2 plat, comprising 45.007-acres, more or less, and creating eight (8) lots and two (2) tracts; 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 Salt Creek Heights Business Center – Phase 2 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 Salt Creek Heights Business Center – Phase 2.

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 Salt Creek Heights Business Center – Phase 2.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: County Plat Approval, Salt Creek Heights Business Center – Phase 3

Recommendation:

That Council, by resolution, approve the Salt Creek Heights Business Center – Phase 3, located in unincorporated Natrona County, generally east of North Salt Creek Highway and north of Opportunity Boulevard.

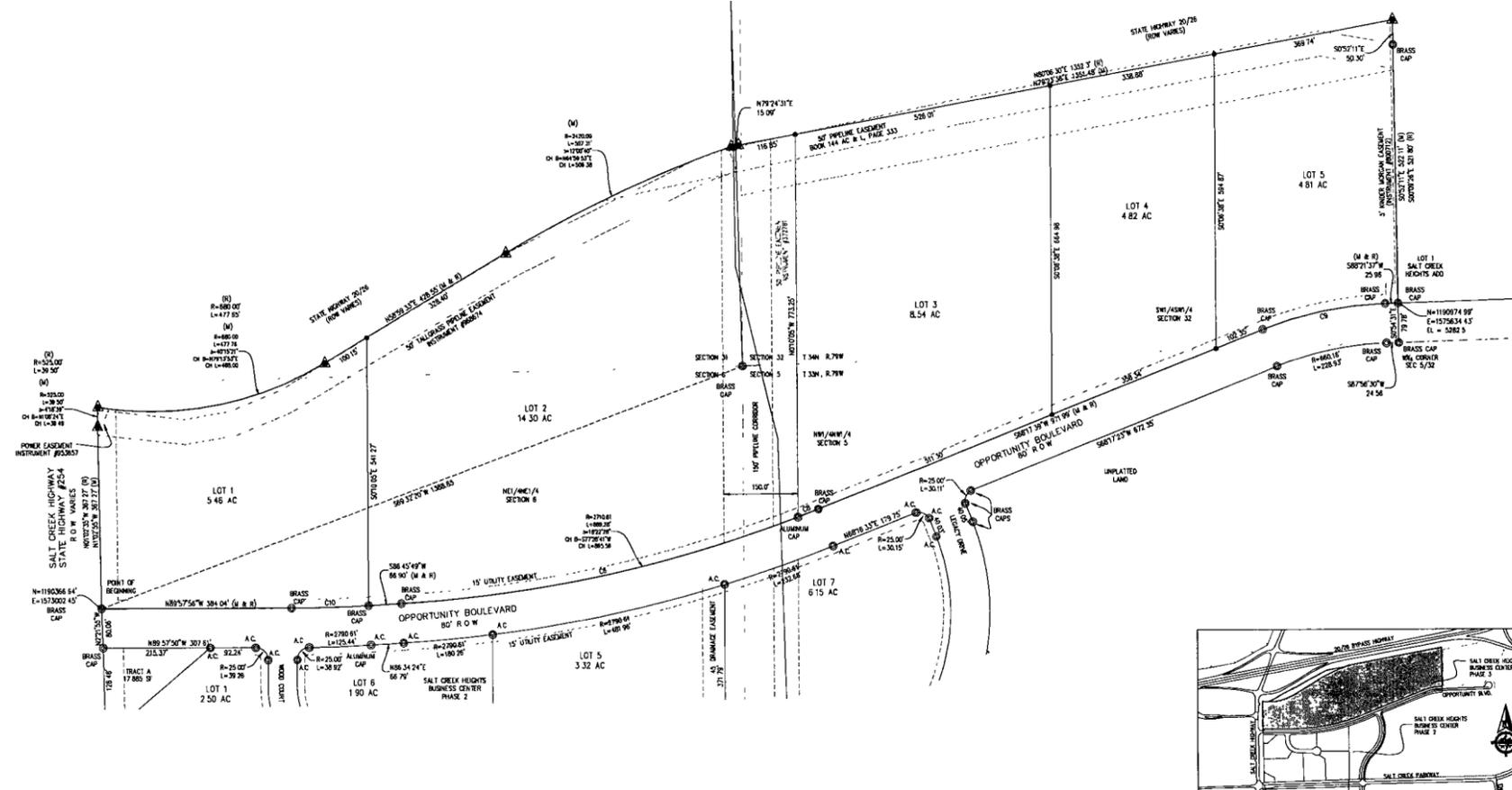
Summary:

Application has been made by the Amoco Reuse Agreement Joint Powers Board for County plat approval of the proposed Salt Creek Heights Business Center – Phase 3. The proposed Salt Creek Heights Business Center – Phase 3 encompasses approximately 37.93 acres, and is creating five (5) lots ranging in size from 4.81 acres to 14.3 acres. All five (5) proposed lots have frontage along Opportunity Boulevard. At this time, water and sewer infrastructure has been constructed along Opportunity Boulevard, Legacy Drive and Wood Court.

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.

In 2007 the City entered into an agreement with the Amoco Reuse Agreement Joint Powers Board to provide Outside City Water and Sewer Service to the area of the proposed Salt Creek Heights Business Center – Phase 3. As a condition of receiving water, the Joint Powers Board was required to immediately apply for annexation of the area into the City of Casper. An application for annexation was submitted to the City; however, the annexation was never completed because of the inability to complete the annexation within the 180-day time limitation afforded under Wyoming State Statutes. The Joint Powers Board was never able to procure the necessary signatures for the City's Subdivision Agreement; therefore, the City was unable to complete the annexation and the time limitation elapsed.

A resolution has been prepared for Council’s consideration, authorizing the Mayor to sign the plats creating Salt Creek Heights Business Center – Phase 3.



CURVE TABLE

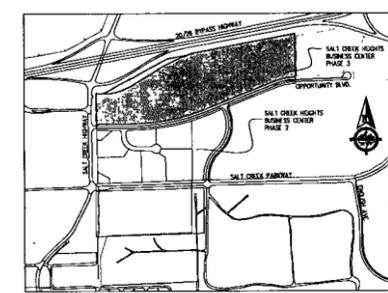
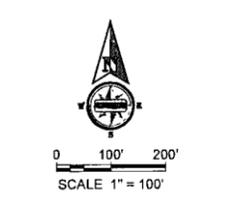
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
CB	2710.61'	825.29'	172°54'00"	1772.56347'	1822.10'
CB	2710.61'	43.99'	0°35'40"	188.45317'	43.99'
CB	740.16'	256.56'	195°37'36"	57814.497'	255.07'
CD	2710.61'	157.28'	319.78"	58817.307'	157.28'

CERTIFICATE OF SURVEYOR
 STATE OF WYOMING } SS
 COUNTY OF NATRONA }
 I, WILLIAM R. FEHSENER, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSE NO. 5578, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN MAY, 2015, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COORDINATES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GDS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHSENER
 THIS _____ DAY OF _____, 2015.
 WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC

- NOTES**
1. ERROR OF CLOSURE EXCELLENTS 1.364684
 2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GDS SYSTEM.
 3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°39'41"00", AND THE COMBINED FACTOR IS 0.9997835.
 3. ALL DISTANCES ARE GROUND.
 4. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS ENCHAMANCES.

- LEGEND**
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED



VICINITY MAP
NO SCALE

APPROVALS

APPROVED BY THE NATRONA COUNTY PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2015
 ATTEST _____ COUNTY CLERK _____ PLANNING COMMISSION CHAIRMAN

APPROVED BY THE NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2015
 ATTEST _____ COUNTY CLERK _____ CHAIRMAN OF THE BOARD

APPROVED BY THE CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY RESOLUTION NO. _____ DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2015
 ATTEST _____ CITY CLERK _____ CITY OF CASPER MAYOR

APPROVED BY THE CITY COUNCIL OF THE TOWN OF MILLS, WYOMING BY RESOLUTION NO. _____ DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2015
 ATTEST _____ TOWN CLERK _____ TOWN OF MILLS MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2015
 _____ COUNTY DEVELOPMENT DIRECTOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2015
 _____ COUNTY HEALTH DEPARTMENT

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2015
 _____ COUNTY SURVEYOR

CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS
 COUNTY OF NATRONA }
 THE AMOUD REUSE AGREEMENT JOINT POWERS BOARD DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE WITHIN A PORTION OF THE SECTIONS OF SECTION 31, THE SW/4 CORNER OF SECTION 32, T.34N., R.79W., 6TH P.M., AND PORTIONS OF THE HIGHWAYS OF SECTION 5 AND THE NE/4 CORNER OF SECTION 6, T.34N., R.79W., 6TH P.M., NATRONA COUNTY WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5, MONUMENTED BY A BRASS CAP;
 THENCE S89°32'20"W, A DISTANCE OF 1388.85 FEET TO THE SOUTHWEST CORNER OF THE PARCEL LOCATED ON THE NORTH LINE OF OPPORTUNITY BOULEVARD AND THE EAST LINE OF STATE HIGHWAY 254 (SALT CREEK HIGHWAY), MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;
 THENCE NORTH25°55'W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF STATE HIGHWAY 254, A DISTANCE OF 367.27 FEET TO A POINT OF CURVATURE;
 THENCE CONTINUING ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF STATE HIGHWAY 254 AND A CURVE TO THE RIGHT HAVING A RADIUS OF 5800 FEET, THROUGH A CENTRAL ANGLE OF 47°38'30", A DISTANCE OF 39.50 FEET, WITH A CHORD BEARING OF NORTH5°24'W, A CHORD DISTANCE OF 36 FEET TO THE NORTHWEST CORNER OF THE PARCEL MONUMENTED BY A BRASS CAP;
 THENCE NORTHWESTERLY ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-26 BYPASS AND A CURVE TO THE LEFT HAVING A RADIUS OF 4075.21', A CHORD DISTANCE OF 477.75 FEET, WITH A CHORD BEARING OF NORTH5°35'30"E, A CHORD DISTANCE OF 488.00 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
 THENCE NORTH5°35'30"E ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-26 BYPASS, A DISTANCE OF 428.55 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
 THENCE CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-26 BYPASS AND A CURVE TO THE RIGHT HAVING A RADIUS OF 2420.00 FEET, THROUGH A CENTRAL ANGLE OF 17°02'40", A DISTANCE OF 527.31 FEET, WITH A CHORD BEARING OF NORTH5°53'55"E, A CHORD DISTANCE OF 508.38 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
 THENCE NORTH5°53'55"E ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-26 BYPASS, A DISTANCE OF 15.08 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;
 THENCE NORTH5°53'55"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-26 BYPASS, A DISTANCE OF 1351.48 FEET TO THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;
 THENCE SOUTH2°11'E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 36.30 FEET TO THE NORTHWEST CORNER OF LOT 1, SALT CREEK HEIGHTS ADDITION, MONUMENTED BY A BRASS CAP;
 THENCE SOUTH2°11'E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF THE SALT CREEK HEIGHTS ADDITION, A DISTANCE OF 522.11 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE NORTH LINE OF OPPORTUNITY BOULEVARD ALSO BEING THE SOUTHWEST CORNER OF LOT 1, SALT CREEK HEIGHTS ADDITION, MONUMENTED BY A BRASS CAP;
 THENCE SOUTH2°11'E, ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 25.98 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
 THENCE CONTINUING ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 971.99 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
 THENCE CONTINUING ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD AND A CURVE TO THE LEFT HAVING A RADIUS OF 740.16 FEET, THROUGH A CENTRAL ANGLE OF 1°15'30", A DISTANCE OF 258.56 FEET, HAVING A CHORD BEARING OF SOUTH4°45'W, A CHORD DISTANCE OF 252.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
 THENCE SOUTH4°45'W, ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 869.28 FEET, HAVING A CHORD BEARING OF SOUTH4°45'W, A CHORD DISTANCE OF 865.56 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
 THENCE CONTINUING ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 86.90 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
 THENCE CONTINUING ALONG THE SOUTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD AND A CURVE TO THE RIGHT HAVING A RADIUS OF 2710.61 FEET, THROUGH A CENTRAL ANGLE OF 1°22'28", A DISTANCE OF 869.28 FEET, HAVING A CHORD BEARING OF SOUTH4°45'W, A CHORD DISTANCE OF 865.56 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
 THENCE SOUTH4°45'W, ALONG THE SOUTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD, A DISTANCE OF 157.28 FEET, HAVING A CHORD BEARING OF SOUTH4°45'W, A CHORD DISTANCE OF 157.28 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
 THENCE SOUTH4°45'W, ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 384.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 37.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACTS OF LAND, AS THEY APPEAR ON THIS PLAT, ARE DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DECISIONS OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "SALT CREEK HEIGHTS BUSINESS CENTER - PHASE 2" 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 STREETS AS SHOWN ON THIS PLAT HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

AMOUD REUSE AGREEMENT JOINT POWERS BOARD
 2435 KING SOLEAVEN, SUITE 300
 CASPER, WYOMING 82404

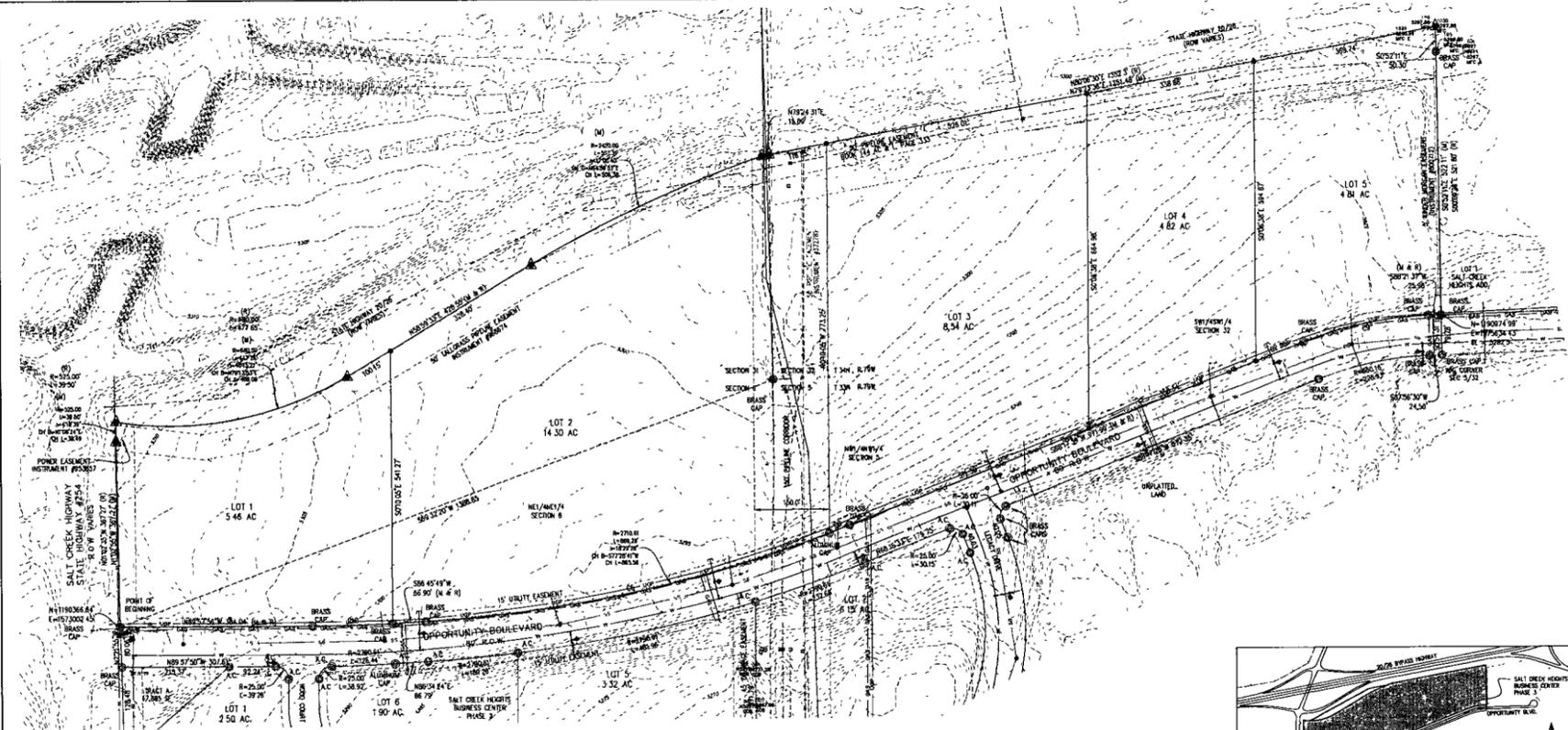
RENEE TRAPP - EXECUTIVE DIRECTOR

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RENEE TRAPP, EXECUTIVE DIRECTOR OF THE AMOUD REUSE AGREEMENT JOINT POWERS BOARD, THIS _____ DAY OF _____, 2015.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC

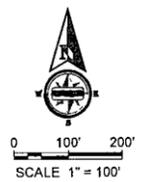
PLAT OF SALT CREEK HEIGHTS BUSINESS CENTER - PHASE 3

A SUBDIVISION OF PORTIONS OF THE SE/4 CORNER OF SECTION 31 & SW/4 CORNER SECTION 32, T.34N., R.79W., 6TH P.M., NW/4 CORNER SECTION 5 & NE/4 CORNER SECTION 6, T.34N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING
 JUNE, 2015
 #0 p15-145

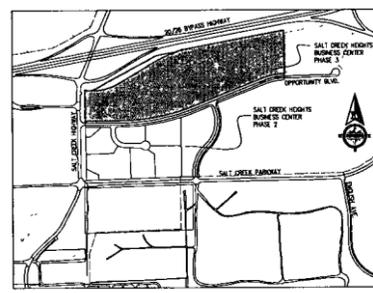


CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C8	2710.81'	825.29'	17°26'40"	N77°56'33"E	102.10
C8	2710.81'	43.99'	0°55'48"	N88°45'21"E	43.99
C9	740.18'	256.56'	1°31'38"	S78°14'49"W	256.27
C10	2710.81'	157.20'	3°19'28"	S68°17'50"W	157.26

- LEGEND**
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED



- NOTES**
1. ERROR OF CLOSURE EXCEEDS 1/364,684
 2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86 CITY OF CASPER QS SYSTEM
 3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00:39'41.08", AND THE COMBINED FACTOR IS 0.9997635
 4. ALL DISTANCES ARE GROUND
 5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS ENDSHARKS.



CERTIFICATE OF DEDICATION

STATE OF WYOMING } ss
COUNTY OF NATRONA }

THE AMOCO REUSE AGREEMENT JOINT POWERS BOARD DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCELS OF LAND SITUATE WITHIN A PORTION OF THE SE1/4 SECTION 31, THE SW1/4 SECTION 32, T.34N., R.79W., 6TH P.M., AND PORTIONS OF THE W1/2 SECTION 5 AND THE NE1/4 SECTION 6, T.33N., R.79W., 6TH P.M., NATRONA COUNTY WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, MONUMENTED BY A BRASS CAP;

THENCE S69.32°27'W, A DISTANCE OF 1388.85 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE NORTH LINE OF OPPORTUNITY BOULEVARD AND THE EAST LINE OF STATE HIGHWAY 254, (SALT CREEK HIGHWAY), MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N02°02'52"W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF STATE HIGHWAY 254, A DISTANCE OF 387.27 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF STATE HIGHWAY 254 AND A CURVE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET THROUGH A CENTRAL ANGLE OF 4°18'20" A DISTANCE OF 39.50 FEET, WITH A CHORD BEARING OF N01°04'24"E, A CHORD DISTANCE OF 39.49 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N04°02'53"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-28 BYPASS, A DISTANCE OF 477.78 FEET, WITH A CHORD BEARING OF N79°25'52"E, A CHORD DISTANCE OF 488.00 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N04°02'53"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-28 BYPASS, A DISTANCE OF 428.55 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-28 BYPASS AND A CURVE TO THE RIGHT HAVING A RADIUS OF 2420.00 FEET, THROUGH A CENTRAL ANGLE OF 1°20'04", A DISTANCE OF 307.31 FEET, WITH A CHORD BEARING OF N69°59'53"E, A CHORD DISTANCE OF 308.32 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N79°24'31"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-28 BYPASS, A DISTANCE OF 13.09 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N79°23'36"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF THE U.S. HIGHWAY 20-28 BYPASS, A DISTANCE OF 1351.48 FEET TO THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE S00°52'17"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 60.30 FEET TO THE NORTHWEST CORNER OF LOT 1, SALT CREEK HEIGHTS ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S00°52'17"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF THE SALT CREEK HEIGHTS ADDITION, A DISTANCE OF 522.11 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, LOCATED ON THE NORTH LINE OF OPPORTUNITY BOULEVARD ALSO BEING THE SOUTHWEST CORNER OF LOT 1, SALT CREEK HEIGHTS ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S00°52'17"E, ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 25.98 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD AND A CURVE TO THE LEFT HAVING A RADIUS OF 740.00 FEET, THROUGH A CENTRAL ANGLE OF 1°51'54", A DISTANCE OF 256.56 FEET, HAVING A CHORD BEARING OF S78°14'49"W, A CHORD DISTANCE OF 255.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S08°17'50"W, ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 971.99 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD AND A CURVE TO THE RIGHT HAVING A RADIUS OF 2710.81 FEET, THROUGH A CENTRAL ANGLE OF 18°22'28", A DISTANCE OF 889.28 FEET, HAVING A CHORD BEARING OF S77°28'41"W, A CHORD DISTANCE OF 885.58 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S08°45'49"W, ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 68.90 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE CONTINUING ALONG THE SOUTH LINE OF THE PARCEL AND OPPORTUNITY BOULEVARD AND A CURVE TO THE RIGHT HAVING A RADIUS OF 2710.81 FEET, THROUGH A CENTRAL ANGLE OF 3°19'28", A CHORD DISTANCE OF 157.28 FEET, HAVING A CHORD BEARING OF S68°17'50"W, A DISTANCE OF 157.26 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N89°57'50"W, ALONG THE SOUTH LINE OF THE PARCEL AND NORTH LINE OF OPPORTUNITY BOULEVARD, A DISTANCE OF 384.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 37.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACTS OF LAND, AS THEY APPEAR ON THIS PLAN, ARE DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "SALT CREEK HEIGHTS BUSINESS CENTER - PHASE 3" 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 PLAN. ALL STREETS AS SHOWN ON THIS PLAN HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

AMOCO REUSE AGREEMENT JOINT POWERS BOARD
2415 KING BOULEVARD, SUITE 300
CASPER, WYOMING 82504

**PRELIMINARY PLAT OF
SALT CREEK HEIGHTS
BUSINESS CENTER - PHASE 3**

A SUBDIVISION OF PORTIONS OF
THE SE1/4 SECTION 31 & SW1/4 SECTION 32
T.34N., R.79W., 6TH P.M.
NW1/4 SECTION 5 & NE1/4 SECTION 6
T.33N., R.79W., 6TH P.M.
NATRONA COUNTY, WYOMING
JUNE, 2015
WG 815-145

RESOLUTION NO. 15-214

A RESOLUTION APPROVING A NATRONA COUNTY PLAT,
“SALT CREEK HEIGHTS BUSINESS CENTER – PHASE 3”

WHEREAS, application has been made for County subdivision approval of the Salt Creek Heights Business Center – Phase 3 plat, comprising 37.93-acres, more or less, and creating five (5) 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 Salt Creek Heights Business Center – Phase 3 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 Salt Creek Heights Business Center – Phase 3.

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 Salt Creek Heights Business Center – Phase 3.

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

July 13, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director *LB*
Joy Clark, Community Development Technician *JC*

SUBJECT: Approval of Five-Year Consolidated Plan for the period covering July 1, 2015 – June 30, 2019 and Annual Action Plan for Fiscal Year 2015/2016

Recommendation:

That Council, by resolution, approve the Five-Year Consolidated Plan for the period covering July 1, 2015 – June 30, 2019 and Annual Action Plan for Fiscal Year 2015/2016.

Summary:

As a recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City is required to submit a Five Year Consolidated Plan (the Plan) for the period covering July 1, 2015 through June 30, 2019. The plan must review key community development issues such as economic development, housing, special needs populations and homelessness. Staff sought input from key community stakeholders in all of these areas. As a result, participants identified several common themes of community needs.

- To support low-to-moderate income homeowners with emergency repairs and program-related costs.
- To support LifeSteps Campus.
- To continue to address the housing needs in Casper for emergency, transitional, and market affordable units.
- To continue support of the fixed route and dial-a-ride transportation systems.
- To promote and support programs that benefit and improve neighborhoods.
- To continue economic development efforts that encourage job creation for low-to-moderate income persons.

During the period covered by the Plan, annual CDBG funding allocations must support these goals as well as national program objectives such as benefiting low-to-moderate income persons and/or reducing area, and spot, slum and blight.

For Fiscal Year 2016, HUD's projected allocation, to be awarded to the City of Casper in July 2015 is \$272,671 of CDBG funds. In addition, the City expects to receive \$9,306 in program income in the form of loan interest and principal repayments from rehabilitation loans. The City will also carry over \$485,474 of unexpended funds from prior years that HUD is requiring be expended. A total of \$767,451 is proposed for allocation to seven projects and eligible administration expenses in Fiscal Year 2016. Following is the list of proposed projects, and their proposed amounts for Council's review:

Housing Rehabilitation Assistance program (HRAP Projects)	To assist low/moderate income homeowners with emergency repairs and program related costs	\$25,671
LifeSteps Campus Care	To assist with necessary repairs, new units, and capital improvements.	\$75,000
Housing Initiatives (HRAP Projects)	To address housing needs in Casper assisting with repairs and new units for emergency, transitional and affordable units and shelters.	\$45,000
Transportation Programs (Transportation Subsidies) (15% Annual Cap- Public Services)	Provide subsidized ridership tokens and tickets to low income individuals to ride The Bus and CATC.	\$35,000
Clearance and Demolition	For activities that remove health and safety issues in low to moderate income areas.	\$18,000
City Core Revitalization	To assist business in the City's core with façade improvements offering matching façade grants.	\$20,000
General Administration (20% Annual Cap-Program Administration)	Salary and benefits for one full-time employee.	\$54,000
Use of prior-years Unexpended Funds	To assist with major repairs to the heating system in Building E and/or the fire suppression systems in Buildings C, E, and F on LifeSteps Campus.	Approximately \$494,780
TOTAL		\$767,451

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 15-215

A RESOLUTION ADOPTING THE 2015-2019 FIVE YEAR CONSOLIDATED PLAN AND ADOPTING THE 2015-2016 ANNUAL ACTION PLAN, APPROVING THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Casper is an entitlement City and eligible for certain Federal funding through the U.S. Department of Housing and Urban Development and as such is required to prepare Five-Year Consolidated and Annual Action Plans that address housing and community development needs; and,

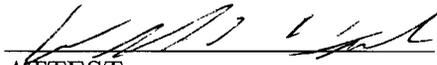
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Five Year Consolidated Plan for the period covering July 1, 2015 through June 30, 2019 is hereby adopted.

BE IT FURTHER RESOLVED: That the Annual Action Plan for the period covering July 1, 2015 through June 30, 2016 is hereby adopted and the proposed use of the Community Development Block Grant funds is hereby approved.

BE IT FURTHER RESOLVED: That the City Manager is authorized to execute documents pertaining to said Plans; and the submission of the same to the U. S. Department of Housing and Urban Development is hereby approved.

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

APPROVED AS TO FORM:


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
Clerk

Charlie Powell
Mayor

June 23, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Professional Services Agreement
University of Wyoming Cooperative Extension Service

Recommendation:

That Council, by resolution, authorize an agreement with the University of Wyoming Cooperative Extension Service, to provide special services for an annual fee of \$25,123.00.

Summary:

The City has provided partial financial support for a horticultural extension specialist with the University for Wyoming Cooperative Extension Service for many years. The City contributes about one half of the funding for this position, with Natrona County providing about \$5,000 and the University of Wyoming the remaining direct salary, benefits, and administrative overhead required to fund the position. This is the only such full-time position in the state.

A professional services agreement is offered for Council's consideration which defines the direct services the extension horticulturalist will provide to the City in exchange for the financial support. These services largely involve benefits and programs for the citizens of Casper and also provide technical support and training for staff in areas of planting and the care of plants and shrubs, and the use of pesticides and herbicides.

The contribution of the individual in this position to the management and care of plantings in the community is of great value. The extension service provides technical information and support to all Natrona County citizens. One of the primary duties of the horticulturalist is the administration and training of persons in the Master Gardeners program. The Master Gardeners provide horticulture information and on-site assistance to citizens on any matter relating to horticulture and arboriculture.

Funding for this position is budgeted from the City's allocation from the weed and pest mill levy that is independent from the General Fund.

A resolution is prepared for Council's consideration.

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between, the University of Wyoming Extension, hereafter referred to as the “University” or “UW Extension”, and the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as the “City”.

WITNESSETH that whereas, under the Smith-Lever Act, and the State Acceptance Act of 1915 and the amendments thereto covering Extension programs, the City of Casper desires an Extension Professional for the purposes of assisting and encouraging the development of horticulture, floriculture, urban forestry, turf management and urban wildland interface firewise programs.

Said work shall be done and directed under the supervision of the Director of Extension of the University of Wyoming (UW Extension) by an Extension Educator based locally at the University of Wyoming Extension of Natrona County.

Programming for the benefit of citizens of the City of Casper shall include the development, implementation and evaluation of educational programs for youth and adults. Publicity for said horticultural programming will be implemented for the awareness of citizens. Master Gardener training programs will be developed and maintained within the community for the continued success and availability of Master Gardener volunteers and Master Gardener Organization leadership and local events. Programs for statewide horticulture development will also be made available for the increased education of local citizens and the continued improvement of horticultural practices and, improving local aesthetics and property values.

Horticultural training will be provided for City Staff as requested. UW Extension “From the Ground Up” horticultural segments will be developed and aired for local viewers in Casper, but also across the state, and will be accessible online after initial airing.

The UW Extension office will be available for diagnosing plant problems for city staff, as well as citizens, throughout the year with an emphasis by the Master Gardeners during the summer months. If diagnosis is not effective from samples brought into the office, a yard call can be arranged so that the diagnosis is made through a visit to the site of the stressed plants.

The UW Extension Office is located on the Agricultural Resource & Learning Center grounds where there are several demonstration gardens available for the public to view plants that are suitable for growing in Central Wyoming. An emphasis in water wise or xeriscape gardening is used for planning new garden plantings and for replacing plant materials as they age out or are lost due to difficult weather or environmental conditions. These grounds are an outdoor classroom for citizens to see plants up close and personal before making purchasing decisions, and so that they can see design ideas in place for implementing their own design ideas in home landscapes across the community. These gardens have been instrumental in encouraging homeowners across the City, County and State to rethink their gardens, and be more conservative with precious water resources while maintaining and improving property values.

NOW THEREFORE, for and in consideration of the covenants and agreements of each to the other running, and for other good and valuable consideration as herein contained, the said parties agree as follows: In return for additional Extension professional, the City will contribute Twenty-Five Thousand One Hundred Twenty-Three Dollars (\$25,123), for this fiscal period to the University of Wyoming Extension.

In order that the University may receive the total City contribution for each fiscal year before June 30th of such year, the City agrees to make payments to the University subject to receipt of a voucher for payment from the UW Extension.

THE TERMS AND CONDITIONS OF THIS AGREEMENT shall be and remain in force and effect, for a period of one (1) year, from July 1, 2015 through June 30, 2016, unless terminated by mutual consent of the two (2) parties involved.

In the event this agreement is terminated, the University will return unused funds contributed by the City.

Neither party waives its sovereign immunity by entering into this agreement, and each fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

Both parties shall fully adhere to all applicable local, state, and federal laws regarding equal employment opportunities. The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the parties specifically reserve the

right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

IN WITNESS THEREOF, the City has caused this agreement to be executed by its mayor on the _____ day of _____, 2015, and the University of Wyoming has caused the same to be executed by the Purchasing Manager of the University of Wyoming.

APPROVED AS TO FORM:



City of Casper

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald, City Clerk

Charlie Powell, Mayor

Purchasing Manager
University of Wyoming

Director
University of Wyoming Extension

RESOLUTION NO. 15-216

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE UNIVERSITY OF WYOMING COOPERATIVE EXTENSION SERVICE.

WHEREAS, the City of Casper desires to obtain special services from the University of Wyoming Cooperative Extension Service including, but not limited to, assistance with landscaping design, training and public education on vegetation care and maintenance, and providing oversight on projects involving or impacting plant material; and,

WHEREAS, the University of Wyoming Cooperative Extension Service is ready, willing and able to provide these services; and,

WHEREAS, The University of Wyoming Cooperative Extension Service has agreed to provide these services for an annual fee of Twenty-five Thousand One Hundred Twenty Three and 00/100 Dollars (\$25,123).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with the University of Wyoming Cooperative Extension Service relating to the care and installation of plant materials.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 21, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director
Jason Knopp, City Engineer
Jolene Martinez, Special Projects Analyst

SUBJECT: Wyoming Water Development Commission Grant Application

Recommendation:

That Council, by resolution, authorize submission of an application to the Wyoming Water Development Commission, in the amount of \$500,000, to be used to fund river restoration construction projects.

Summary:

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The cost estimate for riverbank and in-river construction for seven sites is estimated at more than \$16 million.

The Wyoming Water Development Commission assists municipalities with investments in water conservation, storage, distribution, and usage to develop and preserve Wyoming's water and related land resources. A 33% match is required for any grant request. Casper has a valuable and unique asset in the North Platte River, and river restoration is a transformational investment in Casper's infrastructure. Improved water quality; improved aquatic and terrestrial habitat that may make Casper's urban corridor a destination fishery; and stabilized, improved banks are some of the river restoration outcomes that will improve the North Platte River through Casper.

The Platte River Revival's infrastructure investment and outcomes meet the Wyoming Water Development Commission grant criteria. The local match is met by the Optional 1% Sales Tax allocation for the Platte River Revival. A resolution for Council's consideration has been prepared.

RESOLUTION NO. 15-217

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING WATER DEVELOPMENT COMMISSION FOR RIVER RESTORATION

WHEREAS, the City of Casper has identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, a restored river will improve water quality, improve aquatic and riparian habitat, provide stabilized and aesthetically pleasing riverbanks, provide recreational opportunities and places for people to gather; and,

WHEREAS, the City of Casper recognizes the need for this project and accepts the impacts of this project; and,

WHEREAS, the Wyoming Water Development Commission has made available grants and loans for the purpose of assisting municipalities with investments in water conservation, storage, distribution, and usage to develop and preserve Wyoming's water and related land resources; and,

WHEREAS, the Wyoming Water Development Commission can provide up to \$500,000; and,

WHEREAS, the 33% match can be met by \$246,269 in the FY16 budget for river restoration and no additional funds are needed.

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 application to the Wyoming Water Development Commission for a grant in the amount of \$500,000 for the Platte River Revival river restoration project.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

July 9, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Andreen Hunt Construction, Inc., for the
Second Street Water Main Loop, Project No. 14-50

Recommendation:

That Council, by resolution, authorize an agreement with Andreen Hunt Construction, Inc., for the Second Street Water Main Loop, Project No. 14-50, in the amount of \$238,319.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$21,681.00, for a total project amount of \$260,000.00

Summary:

On Tuesday, June 16, 2015, seven (7) bids were received for the installation of a 12-inch water main from the south end of the Heights Subdivision to the Claude Creek tank trunk line. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Andreen Hunt Construction	Mills, WY	\$238,319.00
High Plains Construction	Mills, WY	\$253,180.00
Grizzly Excavation and Construction	Casper, WY	\$274,877.00
Hedquist Construction	Mills, WY	\$282,590.00
Kindel Concrete	Casper, WY	\$312,670.00
Treto Construction	Casper, WY	\$330,350.00
Knife River	Casper, WY	\$382,049.00

Work is scheduled to be completed by December 11, 2015. The estimate prepared by the City's consultant engineer was \$311,030.00.

Funding for this project will be from Water Fund Reserves allocated for Improvements Other Than Buildings.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Andreen Hunt Construction, Inc., P.O. Box 1175, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a water loop from East Second Street to the Claude Creek Trunkline; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as the **2nd Street Water Main Loop, Project No. 14-50.**

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, **2nd Street Water Main Loop, Project No. 14-50.**

ARTICLE 2. ENGINEER.

The Project has been designed by ECS Engineers, 111 West 2nd Street, Suite 600, Casper, Wyoming 82601, 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 shall not commence until July 1, 2015. The Work will be substantially completed by December 11, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by December 18, 2015. Once the Contractor mobilizes onto the site, it shall remain on site and work diligently and continuously until the project is complete.
- 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. Contractor also recognizes 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 Two Hundred Thirty-Eight Thousand Three Hundred Nineteen Dollars (\$238,319), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Requirements. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
 - 5.1.1 Prior to payment of fifty percent (50%) of the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the

work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (pages BF-1 through BF-4) and Bid Schedule (Page BS-1).
- 8.4 Addenda No. 1.
- 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-15, inclusive).
- 8.9 General Requirements, consisting of eight (8) 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: "Second Street Water Loop, Project No. 14-50".

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:
(2nd Street Water Loop, Project No. 14-50)



DATED this _____ day of _____, 2015.

ATTEST:

CONTRACTOR:
Andreen Hunt Construction, Inc.
P.O. Box 1175
Mills, Wyoming 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Charlie Powell

Title: City Clerk

Title: Mayor



June 17, 2015

Mr. Jason Knopp, P.E.
City Engineer
City of Casper, Engineering Division
200 N. David Street
Casper, Wyoming 82601

RE: 14-50, East Second Street Water Loop

Mr. Knopp

On June 16th, 2015 bids were received from Knife River, Andreen Hunt Construction, Hedquist Construction Inc., Grizzly Excavating and Construction, Kindel Concrete, Treto Construction and High Plains Construction. 71 Construction Inc. also held plans but did not bid. **Andreen Hunt Construction submitted the low bid of \$238,319.00**

ECS has reviewed all bids and no discrepancies were found and the low bid is well within budget. ECS respectfully submits our recommendation to award Andreen Hunt Construction Inc. the contract for this project for the Bid amount of \$238,319.00. ECS will prepare the Contract, Notice of Award, and Notice to Proceed on the appropriate dates following your concurrence and City Council Approval.

Please feel free to contact me with and questions.

Respectfully,
Environmental & Civil Solutions LLC

A handwritten signature in black ink, appearing to read 'Shawn J. Gustafson', written over a horizontal line.

Shawn J. Gustafson, P.E.
Principal

RECEIVED JUN 17 2015



LOW BID

ITEM	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Hedquist		Grizzly		Andreen Hunt		Kindel Concrete		Knife River		Treto Construction		High Plains	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	LS	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$23,000.00	\$23,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$29,979.00	\$29,979.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00
2	MISCELLANEOUS FORCE ACCOUNT	FA	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
3	12" DR 18 PVC WATER TRANSMISSION MAIN	LF	4300	\$50.00	\$215,000.00	\$50.00	\$215,000.00	\$39.00	\$167,700.00	\$44.00	\$189,200.00	\$52.00	\$223,600.00	\$66.90	\$287,670.00	\$55.00	\$236,500.00	\$44.40	\$190,920.00
4	12" FITTINGS	EA	3	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$2,540.00	\$7,620.00	\$1,000.00	\$3,000.00	\$3,000.00	\$9,000.00	\$1,650.00	\$4,950.00	\$2,500.00	\$7,500.00	\$1,130.00	\$3,390.00
5	12" GATE VALVE	EA	3	\$2,000.00	\$6,000.00	\$3,800.00	\$11,400.00	\$4,537.00	\$13,611.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00	\$4,080.00	\$12,240.00	\$3,000.00	\$9,000.00	\$3,400.00	\$10,200.00
6	CONNECT TO EXISTING MAIN	EA	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$4,862.00	\$4,862.00	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00	\$3,465.00	\$3,465.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
7	HOT TAP EXISTING 20" MAIN	EA	1	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$11,339.00	\$11,339.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$6,110.00	\$6,110.00	\$10,000.00	\$10,000.00	\$5,100.00	\$5,100.00
8	SELECT BACKFILL	CY	1190	\$37.00	\$44,030.00	\$1.00	\$1,190.00	\$19.50	\$23,205.00	\$0.10	\$119.00	\$3.00	\$3,570.00	\$20.50	\$24,395.00	\$15.00	\$17,850.00	\$3.00	\$3,570.00
9	FENCING	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$1,390.00	\$1,390.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
10	SEEDING	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$16,040.00	\$16,040.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$5,050.00	\$5,050.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
11	TEMPORARY TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$4,500.00	\$4,500.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
TOTAL					\$311,030.00		\$282,590.00		\$274,877.00		\$238,319.00		\$312,670.00		\$382,049.00		\$330,350.00		\$253,180.00
% LOW BID					131%		118.58%		115%		100%		131%		160%		139%		106%
% Enineers Estimate					100%		91%		88%		77%		101%		123%		106%		81%

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

PROJECT IDENTIFICATION: City of Casper
2nd Street Water Main Loop, Project 14-50

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by December 11, 2015, and completed and ready for final payment not later than December 18, 2015, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u> 6/11/15 </u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

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

TOTAL BASE BID, IN NUMERALS: \$ 238,319⁰⁰

TOTAL BASE BID, IN WORDS: TWO HUNDRED THIRTY-EIGHT THOUSAND, THREE HUNDRED NINETEEN 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: Andreen Hunt Const., Inc.
P.O. Box 1175
Mills, WY 82644

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 16TH MAY, 2015.

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

BF-2

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

Andreen Hunt Const., Inc.

P.O. Box 1175

Mills, WY 82644

By: _____ (seal)

(Corporation or Limited Liability Company's Name)

WYOMING

(State of Incorporation or Organization)

By: _____ (seal)

DALE E. ANDREAN
DALE E. ANDREAN

(Title) PRES.

(Seal)

Attest: _____

[Signature]

Business Address: _____

Andreen Hunt Const., Inc.

P.O. Box 1175

Mills, WY 82644

Phone Number: (307) 265-1405

A JOINT VENTURE

By: _____ (seal)

(Name)

(Address)

By: _____ (seal)

(Name)

(Address)

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

BID SCHEDULE

2nd Street Water Main Loop, Project 14-50

BID DATE: **JUNE 16, 2015**

**Andreen Hunt Const., Inc.
P.O. Box 1175
Mills, WY 82644**

COMPANY NAME: _____
ADDRESS: _____

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; LF = Linear Feet; SY = Square Yards; FA = Force Account; CY = Cubic Yards; EA = Each

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	LS	10,000 ⁰⁰	10,000 ⁰⁰
2	MISCELLANEOUS FORCE ACCOUNT	FA	\$5,000.00	5,000 ⁰⁰	5,000 ⁰⁰
3	12" DR 18 PVC WATER TRANSMISSION MAIN	LF	4300	44 ⁰⁰	189,200 ⁰⁰
4	12" FITTINGS	EA	3	1,000 ⁰⁰	3,000 ⁰⁰
5	12" GATE VALVE	EA	3	4,000 ⁰⁰	12,000 ⁰⁰
6	CONNECT TO EXISTING MAIN	EA	1	2,000 ⁰⁰	2,000 ⁰⁰
7	HOT TAP EXISTING 20" MAIN	EA	1	6,000 ⁰⁰	6,000 ⁰⁰
8	SELECT BACKFILL	CY	1190	-10	119 ⁰⁰
9	FENCING	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
10	SEEDING	LS	1	7,500 ⁰⁰	7,500 ⁰⁰
11	TEMPORARY TRAFFIC CONTROL	LS	1	500 ⁰⁰	500 ⁰⁰

TOTAL BASE BID: TWO HUNDRED THIRTY-EIGHT THOUSAND, THREE HUNDRED NINETEEN DOLLARS (\$ 238,319.00)

END OF SECTION

RESOLUTION NO. 15-218

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE EAST 2nd STREET WATER MAIN LOOP PROJECT.

WHEREAS, the City of Casper desires to install a water main loop from East Second Street to the Claude Creek Trunkline; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as the East Second Street Water Main Loop Project, No. 14-50; and,

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

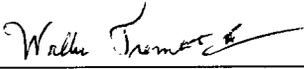
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Andreen Hunt Construction, Inc., for those services, in the amount of Two Hundred Thirty-Eight Thousand Three Hundred Nineteen Dollars (\$238,319.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Thirty-Eight Thousand Three Hundred Nineteen Dollars (\$238,319.00), and Twenty-One Thousand Six Hundred Eighty-One Dollars (\$21,681.00) for a construction contingency account, for a total project amount of Two Hundred Sixty Thousand Dollars (\$260,000.00).

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:
(East Second Street Water Main Loop Project 14-50)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Carlie Powell
Mayor

June 22, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services
2015 Miscellaneous Waterline Replacements, Project No. 15-24.

Recommendation:

That Council, by resolution, authorize a contract for professional services with WLC Engineering, Surveying, and Planning, for construction administration and material testing services for the 2015 Miscellaneous Waterline Replacements Project, No. 15-24, in the amount of \$147,300.00.

Summary:

The 2015 Miscellaneous Waterline Replacements Project is for the installation of approximately 4,600 LF of 8" waterline, 1,250 LF of 12" waterline, 42 ADA ramps, removal and replacement of 17 catch basins, and 3,775 LF of curb and gutter at various locations in Casper.

A Request For Proposals (RFP) was sent out to consulting firms to provide contract administration and material testing services for the 2015 Miscellaneous Waterline Replacements project. Five responses to the RFP were received. The selection committee shortlisted three firms to be interviewed based on proposals. Interviews were held, and the selection committee recommends WLC Engineering, Surveying, and Planning for construction administration and material testing services.

Funding for this project will be from Water Reserve Funds allocated for improvements other than buildings, 1%14 funds allocated in FY12 for Residential Streets, and 1%14 funds allocated in FY15 for Stormwater Projects.

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 21st day of July, 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” or “Owner”).
2. WLC Engineering, Surveying, and Planning, 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 City is undertaking the 2015 Miscellaneous Waterline Replacements.

B. The project requires professional services for construction administration and materials testing.

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**

A. **General.**

The City of Casper will retain a qualified engineering consultant to provide construction administration services for the project.

The Scope of Services shall, as a minimum, include the following:

B. **Construction:**

1. **General Administration of Construction Contract.** Consultant shall consult with

and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (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 Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of 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 Owner. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, 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 Owner 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. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

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

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo,

a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

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

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

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

- 5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
 - a. Surveying and staking to determine proper flow for curb and gutter replacements on West 17th St.
 - b. Establish horizontal and vertical control for construction.
 - c. 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 Owner.

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 Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Consultant shall video tape each site entirely prior to contractor starting any work. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
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 Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any

other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
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 Owner with written comments.
 14. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.B.12.b (Construction Phase).
 15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant

shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 4-mil Mylar, 11"x 17" copy and PDF copy of record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and Autocadd format compatible with the Owners system, labeled as "Record Drawings-2015 Miscellaneous Waterline Replacements Project 15-24".

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 Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
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 Owner 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.B.1 through I.B.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 23rd day of July, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Consultant, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Forty-Seven Thousand Three Hundred Dollars (\$147,300.00) see "Exhibit A" price proposal dated 6-12-15.

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.

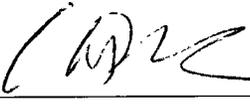
6. EXTENT OF CONTRACT:

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:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS

CONSULTANT
WLC Engineering, Surveying, and Planning
200 Pronghorn
Casper, WY, 82601

By: 

By: 

Printed Name: Brad Holwegner

Printed Name: GREGORY L. BIGGS

Title: Project Manager

Title: WLC TREASURER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City. Notwithstanding the above, Consultant shall retain ownership of any Consultant-provided software, including any customizations of, derivatives of, or enhancements thereto, including but not limited to Consultant's Project Direct© software, that may be provided as an application for the City's use. Additionally, any pre-existing software, previously belonging to Consultant or lawfully acquired by Consultant in a manner independent of this Contract, that is used by Consultant in the course of the services hereunder, or that may be provided by Consultant to the City and which is indicated to be the property of Consultant by copyright notice or otherwise, shall remain the property of Consultant.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

EXHIBIT A



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

June 12, 2015

Mr. Ethan Yonker, E.I.T.
City of Casper
200 North David Street
Casper, Wyoming 82601

RE: Price Proposal for Engineering Services – 2015 Miscellaneous Waterline Replacements Project

Mr. Yonker & Selection Committee:

The total estimated fee for providing the stated scope of work for Civil Engineering Construction Administration Services for the 2015 Miscellaneous Waterline Replacements Project for the City of Casper is **\$147,300.00**. The submitted price assumes a total construction time frame of approximately 22 weeks. The following is a breakdown of estimated construction working time:

Waterline Installation:	12 Weeks
Storm Sewer Installation:	4 Weeks
Surfacing Installation:	6 Weeks

We will submit invoices monthly for the time and materials used for each period. Our fees are based upon the specific tasks presented in the Request for Proposals as well as the current edition of the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements. The fee proposal is a Not to Exceed Cost based on the Scope of Work as stated in the Request for Proposals and detailed in our Proposal dated June 12, 2015. Attached is a copy of our current fee schedule which is used to estimate our fees for this project.

Thank you for this opportunity to submit our proposal for your consideration.

Sincerely,

Brad Holwegner, P.E.
Project Manager

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. ¹⁸⁷DEFINED BY EXCELLENCE.



ENGINEERING • SURVEYING • PLANNING
WWW.WLCWYO.COM

2015 FEE SCHEDULE

DEDICATED TO CLIENTS.
DEFINED BY EXCELLENCE.

Submitted to: City of Casper

Project: 2015 Misc. Water

Submitted by: Brad Holwegner, P.E.

Date: 6/12/15

2015 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: November 15, 2014

LABOR CHARGES

Staff Type	Hourly Rate
Office Assistant	\$56.00
Clerical/Word Processor	\$62.50
Office Technician	\$68.50
Accounting Research Technician	\$74.00
Archivist	\$85.50
Technician I	\$62.50
Technician II	\$68.50
Engineering Technician I	\$85.50
Engineering Technician II	\$91.00
Engineering Technician III	\$102.50
Engineer I	\$102.50
Engineer II	\$114.00
Engineer III	\$125.00
Engineer IV	\$136.50
Engineer V	\$145.00
Project Manager	\$160.00
Principal	\$199.00

Staff Type	Hourly Rate
Planning Technician	\$93.00
Drafting Technician I	\$79.50
Drafting Technician II	\$85.50
Drafting Technician III	\$91.00
Drafting Technician IV	\$98.50
Drafting Technician V	\$103.50
GIS Technician I	\$87.00
GIS Technician II	\$93.00
GIS Technician III	\$99.50
Surveying Technician I	\$74.00
Surveying Technician II	\$79.50
Surveying Technician III	\$85.50
Surveying Technician IV	\$97.00
Surveying Technician V	\$114.00
Surveyor (L.S.)	\$145.00
Grantsman	\$142.50
Assistant Grantsman	\$92.50
Program Manager	\$182.00
Assistant Program Manager	\$171.00

Equipment/Reimbursable	Fee per Unit
Vehicle	\$75.00 per day
Mileage	\$1.00 per mile
Per Diem	\$13.00 per unit
Meals	Cost + 10%
Lodging, travel, etc.	Cost + 10%
Computer Cad/GIS	\$30.25 per hour
Consultants	Cost + 10%
Subcontractors	Cost + 15%
Filing Fees/Recordings	Cost + 10%
3D Laser Scanner	\$100 per hour

Equipment/Reimbursable	Fee per Unit
Field/Office Materials (Int/ Ext)	Cost + 10%
Prints/Maps/Reproduction (Int/Ext)	Cost + 10%
Insurance (Addl. Insur., Waiver, RR)	Quote
Communications (Internal / External)	Cost + 10%
External Delivery	Cost + 10%
GPS (RTK – Hourly Charge)	\$74.00 per hour
Digital Level	\$22.00 per hour
UTV	\$137.50 per day
Robotic TS/Pathfinder – Hourly Charge	\$70.00 per hour
Total Station with Data Collector	\$27.50 per hour
Field/Office Equipment (External)	Cost + 15%

1. All field charges begin at the time of departure and terminate at the time of return to the point of origin (the home office or place of lodging)
2. Final invoiced amounts may vary from cost opinions because of variations in the time of performance, anticipated site conditions or changes in the scope of services
3. Work over forty (40) hours per week, on weekends or holidays, or beyond normal working hours, at the client's request or convenience, will be charged at a rate of 1.5 times the above fees
4. Payment is expected within 30 days after the invoice date
5. Please note our cost opinions are subject to change after 60 days.
6. Fees and rates subject to change.
7. Unless otherwise specified in the proposal Client safety requirements will be charged at an additional labor rate of 10%

2015 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: November 15, 2014

MATERIAL TESTING RATES

Reimbursable	Fee per Unit	Reimbursable	Fee per Unit
* Standard Proctor Density Curve – A, B, C, D	*\$50.00 per test	* Resistance to Plastic Flow, Plant Mix	*\$242.00 per set of 3
* Modified Proctor Density Curve – A, B, C, D	*\$60.00 per test	* Resistance to Plastic Flow, Lab Mix	*\$335.50 per set of 3
* 1 Check Point Proctor – Method—A, B, C, D	\$15.00 per test	* Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*\$88.00 per set of 3
* Nuclear Moisture Density (hour)	*\$19.25 per hour		
* Nuclear Moisture Density (day)	*\$121.00 per day	* Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*\$176.00 per test
* Field Density Test – Sandcone	See Labor Charges		
Relative Density (Minimum/Maximum)	\$363.00 each	* Bulk Specific Gravity of Compacted Bituminous Mixtures	*\$49.50 per test
* Specific Gravity (Soil)	\$49.50 each	* Bulk Specific Gravity of Compacted Using Wax	See Labor Charges
		Extraction of Bituminous Mix (Chemical)	\$220.00 per test
* Moisture Test	\$19.25 per test	Extraction of Bituminous Mix (Oven)	\$143.00 per test
* Atterberg Limit Test	\$82.50 per test	Immersion Compression Test Plant Mix	\$605.00 per set of 3
* Sieve Analysis 1.5 -- #4 Sieve (6 or less)	\$49.50 per test	Immersion Compression Test Lab Mix	\$786.50 per set of 3
* Sieve Analysis #4 – 200 Sieve Incl. Wash (6 or less)	\$77.00 per test	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
* #200 Wash	\$38.50 per test	Ignition Oven Calibration	\$275.00 per mix change
* Additional Sieves	\$38.50 per sieve		
Hydrometer	\$165.00 each		
* California Bearing Ratio Test (1 Point)	*\$181.50 per test		
* California Bearing Ratio Test (3 Points)	*\$484.00 per test	* Mix Design – Asphalt	\$1.00 per test & See Labor Charges
Unconfined Compression Test	\$143.00 each	* Mix Design – Verification, Asphalt	\$1.00 per test & See Labor Charges
* Hand Penetrometer Test	*\$12.00 each	* Field Lab	Cost + 10%
Consolidation/Swell Test	\$209.00 per test	* Large Shaker on Site	\$220.00 per day
Permeability Test	\$209.00 per test	* Small Shaker on Site	\$165.00 per day
		* Sample Bags	*\$0.75 each
* Organic Vapor Monitor (hour)	*\$19.25 per hour		
* Organic Vapor Monitor (day)	*\$121.00 per day	* Specific Gravity & Absorption (Coarse)	See Labor Charges
* Water Level Indicator (day)	*\$30.75 per day	* Specific Gravity & Absorption (Fine)	See Labor Charges
* Environmental Sampling Pump (hour)	*\$22.00 per hour	* % Crushed Particles (Fractured Faces)	\$1.00 per test & See Labor Charges
* Environmental Sampling Pump (day)	*\$121.00 per day	* Flat & Elongated Particles	\$1.00 per test & See Labor Charges
* Bailers	*\$12.00 each	* Aggregate Soundness (LA Abrasion)	\$181.50 each
Asphalt Core Standard 4" Diameter up to 6" depth	*\$38.50 per core	* Sodium/Magnesium Sulfate (SAS) Test	\$423.50 each
* Concrete Core Standard 4" Diameter up to 6" depth	*\$55.00 per core	* SAS Test – Additional Sieves	\$93.50 each
* Asphalt Core – Other Sizes Available	*Quote	Fine Aggregate Angularity	\$209.00 each
* Concrete Core – Other Sizes Available	*Quote	* Unit Weight & Voids in Aggregate	*\$49.50 each
* Compressive Strength of Concrete Cores	*\$41.25 each		
* Cylinder Molds	*\$2.75 per mold	* Rock Correction	See Labor Charges
* Cylinder Breaks – Concrete, Mortar, Grout	*\$19.25 each	Sand Equivalent (set of 3)	\$330.00 per set
* Concrete, Mortar, Grout Cubes 2 x 2	*\$27.50 per cube	* Flow Meter Trailer	*\$275.00 per Test
* Epoxy Cubes or 3" x 6" Cylinders	*\$38.50 each		
* Mix Design – Concrete	\$1.00 per test & See Labor Charges	Materials Testing (internal, external or not listed)	Cost + 15%
* Air, Slump Tests, and Unit Weight	See Labor Charges		
* Sample Preparation, Field Sampling And Transportation	See Labor Charges	Soil Resistivity	\$132.00 each

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. *Labor charges additional to stated rate.

RESOLUTION NO.15-219

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING, AND PLANNING, FOR PROFESSIONAL SERVICES FOR THE 2015 MISCELLANEOUS WATERLINE REPLACEMENTS.

WHEREAS, the City of Casper desires to enter into a professional services agreement with WLC Engineering, Surveying, and Planning, for construction administration for the 2015 Miscellaneous Waterline Replacements, Project No. 15-24, and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with WLC Engineering, Surveying, and Planning, to provide professional consulting services for 2015 Miscellaneous Waterline Replacements.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed One Hundred Forty-Seven Thousand Three Hundred Dollars (\$147,300.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

June 16, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Doug Follick, Leisure Services Director
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: General Service Contract with Rocky Mountain Power
Mike Sedar Pool, Project No. 13-07B.
Electrical Service.

Recommendation:

That Council, by resolution, authorize a General Service Contract with Rocky Mountain Power to provide electrical service for the new Mike Sedar Pool in the amount of \$20,998.00.

Summary:

Construction for the Mike Sedar Pool Project has begun. A new electrical service is required for the pool building, new pool, pool features and equipment. This will allow the building to receive power from an individual meter, separate from existing park lighting and irrigation. Rocky Mountain Power has provided a total cost of \$20,998.00. This cost and the terms under which power will be supplied are outlined in the General Service Contract. The City Attorney's office has reviewed and approved this document.

Funding will come from unused funds allocated in FY15 for the new Mike Sedar Pool.

A resolution is prepared for Council's consideration.

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

This General Service Contract ("Contract"), dated June 17, 2015, is between Rocky Mountain Power ("Company"), whose address is 2840 E. Yellowstone Hwy, and the **City of Casper** ("Customer"), whose address is 200 N. David Street, for electric service for Customer's Mike Sedar pool and concession operation ("Facility") at or near 781 College Drive, Casper, Wyoming.

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

1. **Delivery of Power.** Company will provide 120/208-volt, three-phase electrical service to the Customer's Facility.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be 98 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 60 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 60 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$9,320.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$21,248.00, and the **balance due is \$21,248.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Paid Costs if additional customers connect to the

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

Contract Administration Credit Option. Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$20,998.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$204.16 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 25 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

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

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

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

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

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

8. **Effective.** This Contract will expire unless you:

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

9. **Special Provisions:** None

10. **City of Casper Special Provisions:**

- a) Ambiguities. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to rights and immunities of the Customer under the Wyoming Governmental Claims Act Shall be construed in the favor of the rights and immunities provide thereunder.
- b) Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Company shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Customer.
- c) Availability of Funds. Each payment obligation of the Customer is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Company, the contract may be terminated by the Customer at the end of the period for which the funds are available. The Customer shall notify the Company at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Customer to terminate this Contract to acquire similar services from another party
- d) Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, or delivery in person.
- e) Sovereign Immunity. The City of Casper does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City of Casper specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- f) Third-Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

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

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

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

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

- 12. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts executed in and to be wholly performed in Wyoming by persons domiciled in the State of Wyoming. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Wyoming, or state courts of the State of Wyoming, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 13. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

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

CITY OF CASPER

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

Alex Sveda
ATTENTION OF

200 N. David
ADDRESS

Casper, WY 82601
CITY, STATE, ZIP

ROCKY MOUNTAIN POWER

By _____
signature

Robert Collier Ops Mgr
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

2840 E. Yellowstone Hwy
ADDRESS

Casper, WY 82609
CITY, STATE, ZIP

APPROVAL AS TO FORM

I have reviewed the attached *Rocky Mountain Power and City of Casper General Service Contract (1000 KVA or Less)*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 29, 2015



Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 15-220

A RESOLUTION AUTHORIZING A GENERAL SERVICE CONTRACT WITH ROCKY MOUNTAIN POWER FOR ELECTRICAL SERVICE FOR THE MIKE SEDAR POOL PROJECT.

WHEREAS, the City of Casper is constructing a new pool at Mike Sedar Park; and,

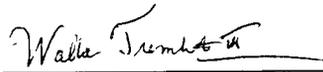
WHEREAS, construction requires new electrical service; and,

WHEREAS, Rocky Mountain Power requires the execution of a General Service Contract to provide electrical service to the site in the amount of in the amount of \$20,998.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a General Service Contract with Rocky Mountain Power for electrical service for the Mike Sedar Pool Project, more particularly described in said General Service Contract, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 21, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director 
Jason Knopp, City Engineer
Jolene Martinez, Special Projects Analyst

SUBJECT: Wyoming Game and Fish Commission Grant

Recommendation:

That Council, by resolution, accept a grant from the Wyoming Game and Fish Commission, in the amount of \$45,000, to be used to fund river restoration construction in the Morad Park area.

Summary:

In April 2015, staff was notified that a grant from the Wyoming Game and Fish Commission for the Morad Park river restoration construction had been approved. Wyoming Game and Fish staff from the Casper office applied for this internal grant as part of their FY16 budgeting process. A partner in the Platte River Revival since 2007, Wyoming Game and Fish has already invested thousands of dollars into the project through in-kind services and expertise. No match is required for this grant.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The cost estimate for riverbank and in-river construction is estimated at nearly \$16 million.

The Platte River Revival is a three-in-one project for Casper and Wyoming: an economic development project, a conservation project, and a quality of life project. This investment in critical infrastructure provides outcomes such as improved water quality; protected drinking water sources; improved aquatic and terrestrial habitat; increased recreational and tourist experiences (e.g. fishing); stabilized, aesthetically improved riverbanks, and economic development opportunities.

A resolution for Council's consideration has been prepared.

RESOLUTION NO. 15-221

A RESOLUTION AUTHORIZING ACCEPTANCE OF A
GRANT FROM THE WYOMING GAME AND FISH
COMMISSION

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, a restored river will improve water quality, improve aquatic and riparian habitat, provide stabilized and aesthetically pleasing riverbanks, provide recreational experiences and places for people to gather; and,

WHEREAS, the City of Casper has been approved for a grant from the Wyoming Game and Fish Commission, in the amount of Forty-five Thousand Dollars (\$45,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Game and Fish Commission to be used to fund river restoration construction in the Morad Park area as part of the Platte River Revival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from the Wyoming Game and Fish Commission, in the amount of Forty-five Thousand Dollars (\$45,000), is hereby accepted.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

June 18, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Change Order No. 3 with Knife River
Country Club Road Reconstruction, Project 14-23

Recommendation:

That Council, by resolution, authorize Change Order No. 3 to the agreement with Knife River for the Country Club Road Reconstruction Project, for a price increase of \$66,770 and a time increase of 6 days.

Summary:

Knife River is under contract with the City of Casper for the Country Club Road Reconstruction Project. The grade of Country Club Road will have to be raised due to the conflict with the Phillips66 gas line. The work will require an additional 6 days to complete. Phillips 66 will pay for the additional costs associated with this grade change.

This change order is for a price increase of \$66,770 and a time increase of 6 days.

CHANGE ORDER

No. 3

PROJECT 14-23 Country Club Road Reconstruction Wyoming Boulevard to Ardon Lane

DATE OF ISSUANCE 6/18/2015 EFFECTIVE DATE 6/18/2015

OWNER City of Casper
 OWNER's CONTRACT NO 14-23
 CONTRACTOR Knife River ENGINEER ECS Engineers

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

Description: Change in grade of the road due to the conflict with the improperly installed Phillips 66 product line. Additional materials to raise road and adjust grades accordingly.

Sum cost of change order 3 will be paid for by Phillips 66.

Attachments: Bid document from Knife River.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,350,419.00</u>	Original Contract Times Substantial Completion: <u>June 30, 2015</u>
Net changes from previous Change Orders No. <u>1</u> to No. <u>2</u> \$ <u>79,805.00</u>	Net change from previous Change Orders No. <u>1</u> to No. <u>2</u> <u>1</u> days
Contract Price prior to this Change Order \$ <u>1,430,224.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>July 1, 2015</u>
Net Increase (decrease) of this Change Order \$ <u>66,770.00</u>	Net Increase (decrease) of this Change Order <u>6</u> days
Contract Price with all approved Change Orders \$ <u>1,496,994.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>July 9, 2015</u>

RECOMMENDED:
 By: Burt Andrus
 Engineer (Authorized Signature)
 Signature)
 Date: 6/19/15

APPROVED:
 By: _____
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: Philip A. ...
 Contractor (Authorized
 Date: 6/22/15

EJCDC No. 1910-8-B (1990 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

Z:_Active\140045_COC_Design & Const Admin_CC Rd\Project Docs\Field Order, Work Change Directive, & Change Order\140045 CCR
 Chaneg Order3.doc



KNIFE RIVER - CASPER
 GENERAL CONTRACTORS
 1461 Bryan Stock Trail
 Casper, WY 82602
 PH (307) 237-9346 FAX (307) 234-7211

AN MDU RESOURCES COMPANY

FAX COVER SHEET

To: Burt Andreen From: Phil Ostrander
 Company: ECS Engineers Date: June 17, 2015
 Fax: (888) 424-6090 Pages: 3 (incl. cover)
 RE: Burt Andreen

Attached is the proposal for the Country Club Road Change Order
(Import Earthwork, Adjust MH, CB, & FH)

If you have any questions please contact me.

Thanks,
Phil Ostrander

If you have any problem in receiving this fax, please call me at (307) 267-1762

Thanks,
 Knife River, An MDU Resources Company

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PROPOSAL

KNIFE RIVER - CASPER

GENERAL CONTRACTORS

1461 Bryan Stock Trail

Casper, WY 82602

PH. (307) 237-9346 FAX (307) 234-7211

June 17, 2015

MDU RESOURCES COMPANY

SUBMITTED TO: ECS Engineers		JOB DESCRIPTION: Country Club Road Import Earthwork	
111 West 2nd Street Ste 600		Import Fill, Adjust MH, CB, & FH	
Casper, WY 82601		Inquiry:	14044CO6
		Architect/Engineer:	ECS
Attention:	Burt Andreen	Date of Plans:	06/15/15
Phone:	(307) 337-2883	Fax:	(888) 424-6090
		Email:	bandreen@ecsengineers.net

Knife River - Casper hereafter referred to as "SELLER", does hereby propose to furnish all labor, equipment and materials necessary to execute the following work.

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Import Earthwork	1310	CY	\$ 48.00	\$ 62,880.00
2	Adjust Storm Manhole (+0.64')	2	EA	\$ 565.00	\$ 1,130.00
3	Adjust Catch Basins (+0.64')	2	EA	\$ 530.00	\$ 1,060.00
4	Adjust Fire Hydrant Assembly (+1.0')	2	EA	\$ 850.00	\$ 1,700.00

THE ABOVE WORK SHALL BE PERFORMED FOR THE APPROXIMATE UNIT PRICE AMOUNT OF: \$ 66,770.00

All scopes of this proposal are tied together.

See page 3 for the Special Conditions

This proposal is offered for acceptance within 10 days.

Total cost for the above work will be as attached, payment to be made as provided on the reverse side hereof, unless otherwise agreed in writing by the Seller.

This proposal includes necessary workers' compensation, public liability and property damage insurance and taxes where applicable.

This agreement shall become binding only upon the Seller's written acceptance hereof in the space indicated below, or upon Seller's commencing performance and upon such acceptance or commencement of performance shall constitute the entire contract and be binding upon the parties hereto, there being no covenants, promises or agreements, written or otherwise, except as herein set forth including on the reverse side hereof.

NO ALTERATIONS OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE ADDED TO ABOVE CONTRACT PRICE.

Knife River, An MDU Resources Company

By _____
Mike Haynes/General Manager

ACCEPTANCE

You are hereby authorized to perform the work mentioned in the above proposal for which the undersigned agrees to pay the amount above mentioned in said proposal according to the terms and other conditions stated above and on reverse side thereof.

Name: _____ By: _____ Title: _____



WE ARE AN EQUAL OPPORTUNITY EMPLOYER

Special Conditions

Knife River, An MDU Resources Company

Project: Country Club Road Import Earthwork
Quoted to: ECS Engineers
Date: 17-Jun-15
Page: 3 of 3

- 1 Proposal is based on ECS engineered drawings dated 6/15/15.
- 2 Work shall be performed during the 2015 construction season based on a mutually agreed upon schedule.
- 3 Proposal is based on nonprevailing wage rates.
- 4 Import Earthwork is based on using "J" base as the imported fill. If -4 naturals are used in lieu of "J" base, a credit of \$5,200.00 can be issued.
- 5 Knife River shall be granted a six day contract extension in order to complete the work.
- 6 Exclusions:
 - Bonds, permits, and fees (bondable for an additional 1%)
 - Engineering, testing.
 - Brick pavers and utility enclosures.
 - All colored and/or stamped concrete.
 - All work associated with winter and wet working conditions.
 - All underground wet utilities (i. e. water, sewer, etc.)
 - All structural concrete (i.e. Patio, masonry walls, planters, gate foundations, and etc.).
 - All handrails, guard rails, and fencing.
 - All curb blocks, bollards, striping and flag poles.
 - All landscaping (i.e. topsoil placement, irrigation, shrubbery, retaining walls, fine grading behind curbs, etc.).
 - All dry utilities (i.e. telephone, power, gas, light pole bases, etc.).
 - All prime coat, fog seal, and chip seals.
 - All cost associated with soft spot repairs.
 - All costs associated with groundwater and dewatering.
 - All soil treatments (i.e. lime, herbicides, pesticides, etc.).
 - Any scope of work not specifically defined in this proposal.
- 7 Additional work not included in this proposal or plan set will be billed on a time and materials basis.
- 8 Knife River will clean up its own work. If Knife River's work is damaged by others, Knife River will not repair damages caused by the neglect or actions of others.
- 9 Knife River-Casper will not honor "back-charges" or deductions in payment that have not been discussed and authorized in writing by an authorized agent of Knife River.
- 10 Knife River will perform its contract work in accordance with the project specifications and industry standard practice.
- 11 Knife River does not assume responsibility for damages or losses due to unsuitable soil conditions, poor design, and/or actions of others. If Knife River discovers some unusual site conditions of concern (i.e. soils, grades, etc.). Knife River will bring it to the owner's or engineers attention for remedy. Knife River is not responsible for testing soil conditions.
- 12 Schedules are subject to extensions caused by unfavorable weather conditions, lack of site accessibility, labor disputes, delay of material deliveries, vandalism, and/or acts of God.
- 13 This proposal is based on the assumption that there are no hazardous or toxic substances on the project which will be encountered by the contractor in the performance of its work, and which have not been disclosed to contractor in writing. Contractor shall not be responsible for testing to determine the presence or absence of hazardous or toxic substances, nor for the removal of any such substances for the project. Owner shall defend, indemnify and hold contractor harmless from any liability incurred by contractor as a result of its performance by reason of the presence of hazardous or toxic substances found in any soils or underground tanks, pipes, or other structures on the project or fill material provided by owner or others.
- 14 This proposal is to be directly incorporated into the Contractor-Subcontractor Agreement. If there are any discrepancies between the Subcontract Agreement and this proposal, this proposal shall govern.
- 15 Final payment to be made on an unit price basis.
- 16 No retention to be with held from partial payments and final payment is to be released within 35 calendar days upon completion of Knife River's work scope.
- 17 An 18% finance charge may be assessed on all invoices that are 45 days past due.
- 18 Trash dumpsters and toilet to be provided by others.

RESOLUTION NO. 15-222

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 WITH KNIFE RIVER, INC., FOR A PRICE INCREASE AS PART OF THE COUNTRY CLUB ROAD RECONSTRUCTION – WYOMING BOULEVARD TO ARDON LANE PROJECT.

WHEREAS, Knife River, Inc., is performing services under the terms of an agreement with the City of Casper for the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project; and,

WHEREAS, the City of Casper is required to raise the road grade due to conflict with the Phillips 66 pipeline; and,

WHEREAS, the cost for raising the road grade will be paid out of the Country Club Road line item with reimbursement coming from Phillips 66; and,

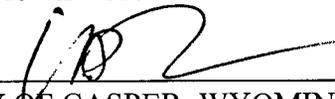
WHEREAS, Knife River, Inc., is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute a contract extension to the Agreement with Knife River, Inc., for raising the road grade due to conflict with the Phillips 66 pipeline related to the Country Club Road Reconstruction – Wyoming Boulevard to Ardon Lane Project, for a contract price increase in the amount of Sixty-Six Thousand Seven Hundred Seventy and 00/100 Dollars (\$66,770.00).

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, for a total revised contract amount of One Million Four Hundred Ninety-Six Thousand Nine Hundred Ninety-Four and 00/100 Dollars (\$1,496,994.00).

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 1, 2015

MEMO TO: John C. Patterson, City Manager
FROM: Tracey Belser, Human Resources Director *JB*
SUBJECT: Montana Association of Health Care Purchasers (MAHCP) Affiliate
Member Agreement

Recommendation:

That Council, by resolution, authorize a Member Affiliate Agreement between MAHCP, and the City of Casper for services relating to employer data pooling.

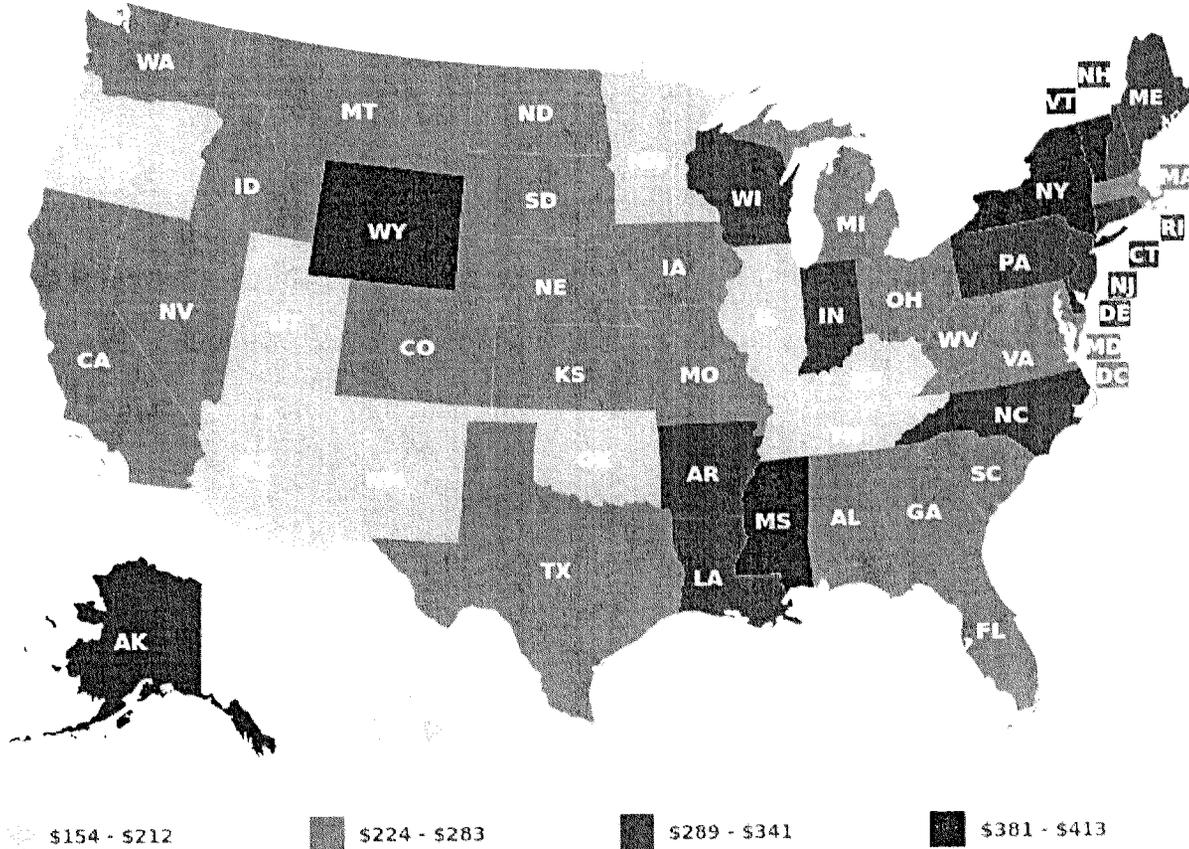
Summary:

The City of Casper has been a member of the Wyoming Business Coalition on Health (WBCH) since 2009. The WBCH is an organization that promotes leadership, collaboration and knowledge among employers to make available comparative cost and quality information on healthcare treatments and providers in order to continually improve healthcare quality and value. This organization operates for educational purposes concentrating on the implications and consequences of employer sponsorship of health care benefit plans and health improvement programs.

The WBCH is encouraging all their members to participate in a special project to pool data in attempt to lower healthcare costs. This project will include private and public employers interested in “pooling” data on their healthcare costs to determine what employers are paying for hospital procedures and doctors’ visits around the state of Wyoming in order negotiate better pricing as an employer group. The MAHCP has already built the infrastructure for collecting such data and is willing to assist WBCH with their data pooling project. An article is attached for your reference.

The cost MAHCP charges for this service is calculated on a per-member-per-month (PMPM) basis for those individuals (policyholders + dependents) covered by the City of Casper’s health benefit plan. Cost: \$.30 PMPM.

A resolution has been prepared for Council’s consideration.



Wyoming businesses seek to pool data to lower healthcare costs

by Gregory Nickerson | SEPTEMBER 30, 2014

2SHARES 0 1 1 0 0x2SHARES

A coalition of Wyoming employers aims to find out the true price of healthcare, and the effort may not rely on hospitals and insurance companies for the information.

Instead, the Wyoming Business Coalition on Health seeks private and public employers interested in "pooling" data on their healthcare costs, so they can see how much everyone is paying for hospital procedures and doctor visits around the state.

Armed with data on prices — and a large population of workers who use Wyoming’s hospitals and clinics — employers will have the capability to negotiate prices directly with healthcare providers. The information also will place employers in a better position to demand “bundled” payments — that is, paying a lump sum for common procedures like hip or knee replacements — from the initial visit all the way through surgery and rehabilitation.

The bottom line is Wyoming hospitals are facing a new era when some of their best-paying customers are demanding price transparency and lower costs for healthcare.

“The more costs can be transparent, and we can see how costs are set, the better,” said Kelly Weidenbach, director of Natrona County Public Health, who shared her personal views on the issue. “You can’t have a capitalistic system if customers can’t see prices and shop around.”

High healthcare prices

Employers and employees across the nation see their healthcare costs grow steadily, sometimes by 10 percent a year. That is particularly true in Wyoming. The state with the smallest population has some of the highest health insurance premiums in the nation, according to [data](#) from the Kaiser Family Foundation.

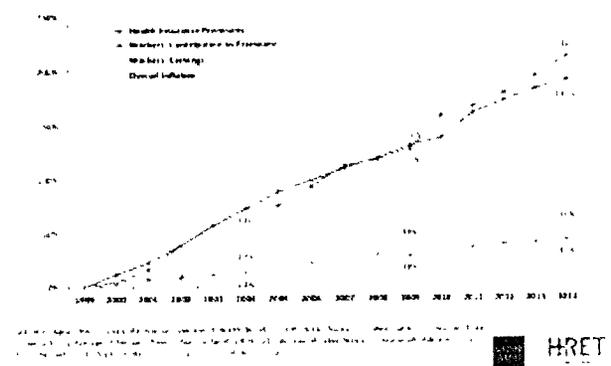
The rising health costs cut into the earnings of private companies, and the budgets of local governments. “Employer health costs are going up faster than inflation,” said David Newman, a doctor and panelist at a recent conference sponsored by the Wyoming Business Coalition on Health. “Employers can pay more wages, or benefits, but not both. Wages stagnate because employers would rather invest in healthcare.”

As employers seek ways to lower healthcare costs and get better value for what is spent on health care, it places pressure on hospitals. That’s because hospitals regularly use revenue from private payers (employers and their insurance companies) to cover shortfalls from public payers (Medicaid/Medicare patients) as well as uncompensated care.

In other words, hospitals sometimes cover shortfalls in uncompensated care by charging paying patients more for the same services.

Earlier this month, the State Department of Health released a study commissioned by the legislature that details the dynamics of cost-shifting in Wyoming. The study found that hospitals with “high market power” (little competition from nearby hospitals) tend to have more ability to shift costs. The hospitals with the greatest ability to increase prices to shift costs included, Casper, Cheyenne, Lander, and Riverton, according to the report.

Cumulative Increases in Health Insurance Premiums, Workers’ Contributions to Premiums, Inflation, and Workers’ Earnings, 1999-2014



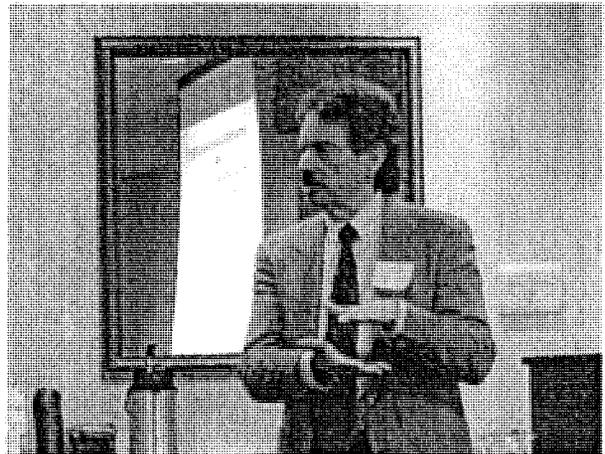
Similar efforts to cut costs by pooling data have happened across the country. Many large corporate employers negotiate for favorable healthcare rates for their employees. For a company like Wal-Mart the savings easily amounts to millions of dollars. The first step, though, is knowing what the costs are.

The Missoula Model for “pooling” healthcare data

At a recent symposium hosted by the Wyoming Business Coalition on Health (WBCH) in Casper, Hal Luttschwager, administrator of the public employee health plan for Missoula County, Montana, showed how shining a light on healthcare prices can bring about significant cost savings.

By pooling health cost data for the 970 employees — and with information shared by other employers — Luttschwager was able to contract directly with hospitals and clinics, ask for bundled payments and, ultimately, save money in the county budget.

“We had limited budgets, and every time we had an increase (in the budget for the county employee health plan), we were pulling out workers from patching potholes,” Luttschwager said. “We can’t drive all our costs into the health plan in lieu of public buildings and services.”



After the county health plan received negative publicity for driving up the county budget, Luttschwager decided to try to take back control over what the county paid for healthcare. Up to that point, the plan used a pricing structure with minimal discounts negotiated between a third party and the local care providers.

“We paid 90 percent of the customary and reasonable fee schedule given to us by the company that we paid the bills to,” Luttschwager said. In other words, he had no way of knowing whether he was getting a good discount or not. “We determined we had to change our strategy from lagging the market to matching or leading the market. We wanted to get our prices down to equilibrium.”

The way to do that, Luttschwager explained, was not to seek out deeper discounts, but to find out what other employers were paying and negotiate for a better deal. He got together with a local corporation, the University of Montana, and the state to pool health cost data. They set up a 501(c)(6) organization called the Montana Association of Healthcare Purchasers to collect the data.

“Instead of just having (cost data for) a few hip or knee replacements a year, we had 400 to show, and we knew the pricing and compared it with hospitals across Montana,” Luttschwager said.

According to HIPAA, the medical privacy law, the data was stripped of all personal information, fed into a database and cleaned of inconsistencies, then provided back to the members.

"Finally we got the results back, and we were paying way more than anyone else in the community," Luttschwager said. Analysis showed that his employees paid more for the same procedures than did patients who were covered by private insurance companies.

The revelation began a long, slow effort to enter into discussions to negotiate better prices with the local network of healthcare providers. Ultimately the county hired a negotiator who met with all the top-50 providers of care for his employees.

Through negotiations, the county health plan and healthcare providers settled on individual contracts that used the Medicare payment as a baseline, and the county would pay a certain percentage above that for each procedure. Hospitals and clinics had the freedom to say yes or no to the contract, while the county health plan agreed to send its patients to those providers first. Many of the providers were resistant at first, but faced with the prospect of losing business, they often reduced their prices.

Hospitals can sometimes make up for the reduction in prices by attracting a greater number of patients. In the course of negotiating better rates with providers in the county's network, Luttschwager saw that a number of hospitals in neighboring towns outside of his network lost patients, while the local hospitals in Missoula gained.

"It's like playing poker, where you know all of your cards and four of theirs," Luttschwager said. "We dump all the data into the warehouse we can, and ask for the data we want back. We plug in codes for mammography, compare them, talk to the providers to say, 'We have a good provider in you and we (provide you with a lot of business), can you work with us?' We can look at the data, and say 'your mammogram is ten bucks higher than someone else.' They may not know that."

That last part is worth noting: Medical billing is so complex that hospitals sometimes don't know precisely what it costs them to cover the medical expertise, supplies, and overhead for a certain procedure.

Armed with the pricing data and the ability to negotiate with providers, the growth of spending on the Missoula County health plan has leveled off.

"We saved over a million and a half dollars by going to a Medicare-based (price) schedule negotiated with us," Luttschwager said.

That, in turn, kept county employees from having to pay in more to the plan. "This year was a zero rate hike. I haven't been able to say that in a long time."

Medical Paid Claim History

Year	Paid Medical Claims	% Change
• 1999	\$ 37,749,246	
• 2000	\$ 42,972,801	13.8%
• 2001	\$ 50,622,726	17.8%
• 2002	\$ 57,814,729	14.2%
• 2003	\$ 66,398,558	14.8%
• 2004	\$ 80,048,978	20.6%
• 2005	\$ 89,926,661	12.3%
• 2006	\$105,414,641	17.2%
• 2007	\$116,999,319	11.0%
• 2008	\$129,937,425	11.1%
• 2009	\$151,742,581	16.8%
• 2010	\$165,977,363	9.4%
• 2011	\$196,181,829	18.2%
• 2012	\$208,501,958	6.3%

Luttschwager has also been able to spot high-cost trends in the data, like the price of rehab for patients addicted to narcotic pain-medications. This resulted in a policy restricting patients' access to pain meds after a certain amount of time after a surgery. He's also able to track particularly high-cost cases and strategize on how to manage those cases in a more economical way.

Despite all the negotiations with local providers, Luttschwager says county employees can still seek out-of-network care if they choose.

"We allow patients to go anywhere they want, but they pay the difference," Luttschwager said.

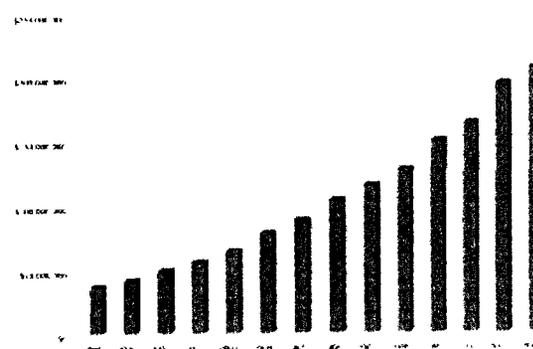
"Bundling" costs in Wyoming

By pooling data, employers have the opportunity to see what procedures are happening routinely and then begin negotiating with providers for a new payment structure. For high-volume procedures like hip or knee replacements, employers can easily track how much they are spending, and then negotiate for an all-inclusive rate — or "bundling."

A bundled rate may cover a certain time period before and after a procedure, or even all the medical care from the first x-ray to the last session of physical therapy.

About a year ago, the Wyoming Business Coalition on Health (WBCH) heard from a Wyoming hospital that it was interested in working with employers who wanted to bundle payments. That caught the coalition off-guard, because it had no data on what they should be paying for bundles.

Medical Paid Claim History



"With pooled data we can expose the price variation, and with a bundled payment you provide an incentive to the delivery system to squeeze out unnecessary procedures," said Anne Ladd, director of the WBCH. "Then we put the delivery system on notice that, 'I don't mind paying the right amount for a neck surgery when it is needed, but I don't want to pay for it when it is not needed.'"

(Full disclosure: Ladd is a board member of WyoFile.)

An important feature of bundling is that employers can strike a deal to pay for a procedure once, but if the procedure fails and results in a readmission due to medical error, the provider agrees to cover the cost. This puts a heavy incentive on the hospital and doctors to get a treatment right the first time.

"Our first shot through our heart valve bundle, we saved \$145,000 because we had a readmission and the hospital ate the cost," Luttschwager said.

In negotiating bundles, he says he is careful not to push the price too low. "I left a little money on the table because I wanted this to work. I wanted the warranty to work for them (the providers). They determined what was in the bundle after we said we want start to finish."

Bundles only work in certain cases with a relatively good prognosis. The county avoids bundling for patients with chronic diseases that could result in complications.

"Bundles are just a little piece of the whole thing," Luttschwager said. "Direct contracting was the big dollar saver." He noted the problem with pushing down the price of a bundle too much is that it can push the price up for other services to make up the difference — another type of cost-shifting.

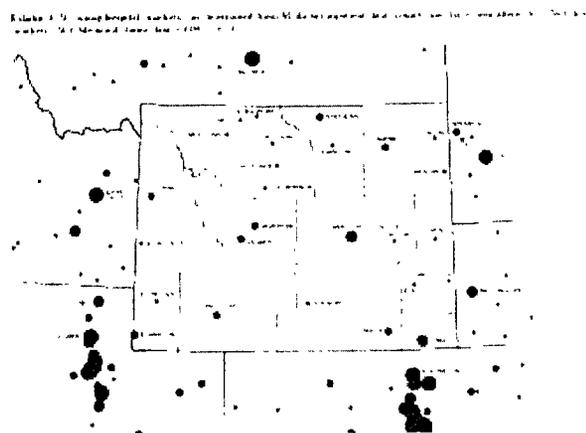
Dr. David Newman, a panelist at the WBCH event, emphasized that bundled payments don't guarantee reduced costs. He cited an analysis by Princeton University economist Uwe Reinhardt.

Even so, bundling can provide a major incentive to doctors to rein in costs, because they don't want to exceed the payment offered in the bundle. This helps reduce use of costly and unnecessary medical devices, like cold water circulating tanks for knee rehab that can be replaced with ice packs that cost \$2. With bundled payments, doctors start looking at the bottom line and calculating where costs can be saved.

It's uncertain whether bundles will work in Wyoming, because they function best in competitive health markets like Missoula, where the employer has two hospitals and many specialist clinics to choose from. That allows the employer leverage in negotiating prices. With most towns in Wyoming having one hospital, this may not work as well, though some areas in the state have enough regional hospitals to provide competition.

"We have a medical drain around the border," said Rep. Elaine Harvey (R-Lovell) who attended the WBCH conference and co-chairs the Legislature's Health, Labor, and Human Services committee. "It is difficult to build a medical system in Wyoming. For me personally it is 90 miles to Billings, Montana, and 240 for me to come to Casper. For convenience sake, if my husband was in the hospital, I'd rather go 90 miles than 240."

The bigger question may be whether Wyoming hospitals will respond to healthcare price negotiations in a way that makes them competitive with out-of-state providers.



State unlikely to take on data pooling

High healthcare costs also affect the state budget. Wyoming spent \$208 million on its public employee health plan in 2012, with the state covering more than 80 percent of the

cost of care, and employees paying the rest. The total group plan covers some 37,000 lives, including state employees and their families, employees of the University of Wyoming, community colleges, and Natrona County School District 1, and retirees.

Based on comments by Rep. Harvey, it may be a challenge to convince the state to join an all-claims database to pool health data. She said several other states have these, but many are now moving away from such large-scale data collection.

"We have been toying with an all-claims database," Harvey said. "They are expensive, they don't work, and they don't get to the questions we are looking at." Harvey said she learned about other states' experiences with such databases at a recent National Conference of State Legislatures meeting.



Dept. of Health Director Tom Forslund says that too often the Legislature directs agencies to collect data that isn't fully used. "At the end of the day, who is going to use it, and how are they going to use it?" Forslund said. "What problem are you trying to solve? You have to know that before you start to grab the data and analyze it."

Ralph Hayes, the administrator of the Wyoming's Employee Group Insurance plan, says his program is in the early stages of working with its data. He recently hired an analyst in hopes of getting a better handle on how to reduce costs. Hayes says he has good

information to identify high-cost areas, "But I still don't know where I stand as far as everybody else."

Employers don't necessarily have to rely on the state to join their effort, according to the WBCH. Coalition representatives say there may even be a better alternative than a state-based health data system: a non-governmental group to collect data from public and private employers.

The Montana Association of Healthcare Purchasers has already built the infrastructure for collecting such data, and it is possible Wyoming could use the same system. The WBCH could then contract with a company in Helena, or another similar consultant, that has the expertise to vet and analyze data and send it back to Wyoming employers.

"We are hoping we can put together a voluntary claims database to start putting together the data and start a pilot project to see if we can negotiate with hospitals and make it work," said Ladd, director of the WBCH. "In the absence of having our local insurance carriers cooperate with us (on sharing data), we have us. That's the other option."

Newman, the doctor who participated as a panelist at the WBCH event, said the day's discussion represented a good introduction to the potential of aggregating health data, not just for the benefit of businesses, but for the whole state.

"It becomes an economic argument for growth of Wyoming, and businesses wanting to look at Wyoming as a place to come if costs are reasonable," Newman said.

Click [here](#) to see the membership of the WBCH.

For more WyoFile coverage of healthcare issues, read these articles:

["Governor candidates weigh options for Wyoming Medicaid expansion,"](#) September 2014

["Health and finances are uncertain in Wyoming's Medicaid gap,"](#) September 2014

["Medicaid expansion still very important' on reservation,"](#) July 2014

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About the Author

greg@wyofile.com

Gregory Nickerson is the government and policy reporter for WyoFile. He studied history at the University of Wyoming, and writes the Capitol Beat blog. Contact him at greg@wyofile.com or (307) 752-6031. Follow Greg on Twitter at @GregNickersonWY



**MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS
AFFILIATE MEMBER SERVICES AGREEMENT for WyBCH MEMBERS**

This AFFILIATE MEMBER SERVICES AGREEMENT (“Agreement”) is entered into between Montana Association of Health Care Purchasers (“MAHCP”), a Montana non-profit mutual benefit corporation, and the undersigned entity City of Casper (“Affiliate Member”).

Affiliate Member agrees to be an Affiliate Member Organization of MAHCP on the following terms and conditions:

1. DEFINITIONS

- 1.1. **Affiliate Member Organization:** Describes an organization that is a member of the Wyoming Business Coalition on Health (WyBCH) and wishes to also be an Affiliate Member of MAHCP for the purposes of purchasing MAHCP services and group purchasing arrangements. An Affiliate Member shall have access to MAHCP services and programs, however, shall not be entitled to any governance rights, strategic direction or program planning. MAHCP shall reserve the right to differentiate membership fees and program costs by membership status.
- 1.2. **Affiliate Member and its related Organizations;** An Affiliate Member shall mean the undersigned Affiliate Member Organization and any of its owned, associated or related entities.
- 1.3. **Bylaws:** Bylaws mean the MAHCP Corporate Bylaws, as in effect and as amended from time to time in Attachment C.
- 1.4. **Confidential Information** means and includes: (i) Contributions, (ii) written materials marked as confidential at the time of disclosure; (iii) orally-disclosed material that is designated as confidential at the time of disclosure and in a written memorandum sent to the Affiliate Member within thirty (30) days of disclosure, summarizing the Confidential information sufficiently for identification. For the purpose of this agreement Confidential Information shall also mean any MAHCP, Affiliate Member proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Affiliate Member by MAHCP either directly or indirectly in writing, orally or by drawings or observation of parts or equipment during its membership in MAHCP.
- 1.5. **Contribution** means a submission to, or for any MAHCP Working Group or other MACHP Committee proposing intellectual, informational or software related work products.

2. AFFILIATE MEMBER ORGANIZATION STATUS

- 2.1. **The MAHCP Affiliate Member Class.** Subject to the terms and conditions of this Agreement and the MAHCP Bylaws, Affiliate Member agrees to be an Affiliate Member of MAHCP in the class designated on the signature page of this Agreement. Affiliate Member’s assignment to a class is subject to meeting the qualifications of the class and confirmation by the MAHCP Board of Directors. The following Affiliate Member status with its corresponding qualifications exist:
 - 2.1.1. **Affiliate Member Organization Status;** Affiliate Member status in the Corporation may be held by state, local and regional corporations, companies, organized labor groups, government

entities, or other entities, which support the mission of MAHCP and are involved in the purchase of health care services for the benefit their own employees, or associated employer groups. At the discretion of the MAHCP Board of Directors an Affiliate Member may have access to MAHCP services and programs, however, shall not be entitled to any governance rights, governance meeting notice or attendance, strategic direction or program planning. All Affiliate Member organizations shall support MAHCP's data cooperative through participation in at least one of the MAHCP data applications or group purchasing programs. MAHCP shall reserve the right to differentiate membership fees and program costs by membership status. Affiliate Member Organizations shall also be required to remain in good financial standing with WyBCH and MAHCP.

- 2.2. **Affiliate Member Qualifications.** The Affiliate Member is an enterprise that is a member of WyBCH and has met all membership requirements set forth by MAHCP Bylaws (Attachment C), and has agreed to all provisions of this Agreement.
 - 2.3. **Affiliate Member Admission.** The process of admission is conducted in accordance with Bylaws of the Association (Attachment C).
 - 2.4. **Affiliate Member Support for Mission.** During the term of its membership in the MAHCP, the Affiliate Member may utilize one or more of MAHCP's group purchasing programs or related services. However, nothing in this Section or in this Agreement shall obligate Affiliate Member to exclusively use MAHCP programs, products or preclude the use of alternate or competing products.
 - 2.5. **Use of Name.** The Member may publicly disclose that it is an Affiliate Member of MAHCP. However, the Affiliate Member may not identify any product or service it provides as being sanctioned by, sponsored by or associated with MAHCP or its members, unless in accordance with policies and procedures which may be established by MAHCP, its governing board or specified committee. MAHCP shall have the right to include the Affiliate Member's name in any lists of Affiliates published by MAHCP and to announce that the Affiliate Member utilizes MAHCP services.
 - 2.6. **Related Parties.** The Affiliate Member acknowledges and agrees that it and its Related Entities shall be treated for all purposes as one Affiliate Member. Affiliate Member also acknowledges and agrees that this Agreement binds Affiliate Member and Affiliate Member's Related Entities to the all terms described in this Agreement.
3. **OBLIGATIONS OF AFFILIATES**
- 3.1. **Bylaws.** The Affiliate Member has reviewed, hereby approves and agrees to abide by the Bylaws outlined in Attachment C. Terms used in this Agreement have the same meaning as when the same terms are used in the MAHCP Bylaws.
 - 3.2. **Dues and Other Fees.** The Affiliate Member shall pay dues, fees and other assessments applicable to the services received, as established from time to time by the MAHCP Board of Directors and described in Attachment A. The MAHCP Board of Directors may establish reasonable additional fees or charges for any services and programs provided by MAHCP and outlined by the Scope of Services and Fees identified as Attachment A.
 - 3.3. **Expenses.** The Affiliate Member shall bear its own costs and expenses for its participation in the MAHCP, such as travel, employee compensation, and incidental expenses unless otherwise identified by the MAHCP Board of Directors.
 - 3.4. **Antitrust Policy.** The Affiliate Member agrees to comply with all applicable antitrust laws pertaining to the Affiliate Member's participation in MAHCP. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law. Affiliate Member consents to the disclosure of its name as an Affiliate Member of MAHCP, for the purpose of permitting MAHCP to invoke the protection of its liability insurance policies
 - 3.5. **Business Associate Obligations.** Affiliate Member has entered into a Business Associate or Sub Business Associate Agreement with MAHCP, which is attached hereto as Attachment B

4. INFORMATION

- 4.1. **Confidential Information.** The Affiliate Member and its Related Entities agree that Confidential Information shall be maintained in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Affiliate Member and its Related Entities will neither disclose nor distribute Confidential Information, except as necessary for its employees or contractors (under a comparable confidentiality agreement restricting the contractor's right to use to be solely with respect to work done for the Affiliate Member) with a need to know for the purpose of developing, updating or completing its service. However, no Affiliate Member or its Related Entities will be liable for the disclosure of any information that is:
- 4.1.1. In the public domain other than by the recipient's breach of a duty of confidentiality; or
 - 4.1.2. Rightfully received from a third party without any obligation of confidentiality; or
 - 4.1.3. Rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; or
 - 4.1.4. Independently developed by employees or contractors of the recipient; or
 - 4.1.5. Disclosed as required by law; or
 - 4.1.6. Made public by agreement of the Steering Committee; or
 - 4.1.7. Inherently disclosed in the manufacture, marketing, sale or maintenance of a product or service; or
 - 4.1.8. Or any item that constitutes a public record subject to disclosure under Wyoming public record law.

The obligations of this Section shall survive termination of this Agreement.

- 4.2. **Residuals.** Any party shall be free to use the residuals of Confidential Information for any purpose including use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in non-tangible form, which may be retained in the memories of individuals who have had rightful access to such Confidential Information under this Agreement. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of an Affiliate Member within Affiliate Member's organization. However, this Section 4.2 shall not be deemed to grant to any party a license under the other party's copyrights or patents.

5. TERM AND TERMINATION

- 5.1. **Term.** Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually upon the Affiliate Member's payment of fees.
- 5.2. **Termination by Affiliate Member.** After the Initial Term for MAHCP provided services described in Attachment A, the Affiliate Member may withdraw from its Affiliate Member status without cause by terminating this Agreement at any time upon providing a minimum of thirty (30) days written notice of termination to the Executive Director of the MAHCP and the CEO of WyBCH. Affiliate Member shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination.
- 5.3. **Termination by MAHCP:** MAHCP or its Board of Directors may terminate this Agreement without cause upon ninety (90) days written notice. If Affiliate Member breaches its obligation under this Agreement or under the Bylaws, MAHCP or its Board of Directors may terminate this Agreement provided MAHCP shall first give Affiliate Member and the CEO of WyBCH written notice and thirty (30) days' opportunity to cure the breach. Affiliate Member shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination.
- 5.4. **Obligation:** The period of obligation with respect to Information shall survive termination of this

Agreement, but in no event exceed five (5) years from the date of this Agreement. All materials including, without limitation, documents, drawings, models, apparatus, tools, sketches, designs, software and lists furnished to the Receiving Party by the Disclosing Party, on or in any media, and which are designated in writing to be the property of the Disclosing Party shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party promptly at its request with all copies made thereof.

6. WARRANTY/LIMITATION OF LIABILITY/REPRESENTATION / INSURANCE REQUIREMENTS

- 6.1. **No warranty:** Except as expressly provided in this agreement, all contributions, specifications, and guidelines provided or released hereunder to MAHCP by the Affiliate Member or its Related Entities; or to Affiliate Member or its Related Entities by MAHCP; or from or to any other Affiliates or such other Affiliates' Related Entities, are provided and released "as is" and without any warranty of any kind, including, without limitation, any express or implied warranty of non-infringement, merchantability or fitness for a particular purpose
- 6.2. **Limitation of liability.** In no event shall any Affiliates or its Related Entities; or MAHCP be liable to other Affiliates or its related entities; or to MAHCP for any indirect, special, exemplary or consequential damages, including, without limitation, lost profits, even if advised of the possibility of such damages.
- 6.3. **Representation.** The Affiliate Member represents that its representatives to MAHCP shall not submit a contribution that its representatives know violates the copyright or trade secret rights of any other Affiliate Member, MAHCP Member, or third party.
- 6.4. **Insurance.** Without limiting any of MAHCP's obligations as stated within this agreement, MAHCP shall maintain insurance coverage at all times during the performance of the work in accordance with applicable Montana laws relating to workers' compensation and employers' liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

7. OTHER PROVISIONS

- 7.1. **No Transfer.** The Member may not transfer, assign or sublicense any of its rights or obligations under this Agreement without the prior written consent of MAHCP, except to its Related Entities so long as it's Related Entities become a Member of MAHCP and utilize services under this Agreement. Any attempted transfer in violation of this Section is null and void.
- 7.2. **The Affiliate Member** designates the representative identified below for the purpose of receiving notice under this Agreement. The Affiliate Member may change the designated representative by written notice to MAHCP and WyBCH. If the Affiliate Member fails to designate a representative, notice may be sent to the Affiliate Member at its address stated below. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Affiliate Member's designated representative at the address provided. Notice of a breach of this Agreement and notice of termination of this Agreement shall be given both by express mail or by first class mail, postage prepaid, and, in addition, by electronic mail or by facsimile.

Name: _____
Title: _____
Address: _____
Phone: _____
Email address: _____

- 7.3. **No Joint Venture.** Nothing contained in this Agreement and no action taken by the Affiliate Member shall be deemed to render the Affiliate Member or its Related Entities an employee, agent or

representative of MAHCP or any other Affiliate Member or their Related Entities, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Affiliates or their Related Entities or with MAHCP.

- 7.4. **Compliance with Laws.** The obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, pertaining to the Affiliate Member's participation in MAHCP.
- 7.5. **Governing Law.** This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of Montana, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.
- 7.6. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.
- 7.7. **Amendments.** This Agreement may be amended on a nondiscriminatory basis by the affirmative vote in accordance with MAHCP Bylaws. The Affiliate Member shall be given at least thirty (30) days' prior written notice of the effective date of an amendment, and amendments shall be prospective only. An Affiliate Member shall be bound by a duly adopted amendment, unless it elects to terminate this Agreement and its Affiliate Member Status in MAHCP.
- 7.8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 7.9. **Integration.** This Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to the Affiliate Member's status in MAHCP, except the Bylaws.
- 7.10. **Authority.** The Affiliate Member represents and warrants that it is authorized to enter into this Agreement. The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Affiliate Member

8. EFFECTIVE DATE

This Agreement shall be effective when it is accepted by the MAHCP Board of Directors.

9. WYOMING GOVERNMENTAL CLAIMS ACT:

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

SIGNATURE PAGE FOLLOWS

Signatures: Wherefore, the Parties have read and understood this Agreement and indicate their assent by affixing their signatures below:

MAHCP

Don Creveling, Executive Director

PRINT NAME and TITLE



SIGNATURE

06/30/2015

DATE

AFFILIATE MEMBER

PRINT NAME and TITLE

SIGNATURE

DATE

MAHCP will provide WyBCH with a signed copy of this document for their organizational files.

ATTACHMENT A

(Place holder- please see the Services and Fees Addendum)

ATTACHMENT B

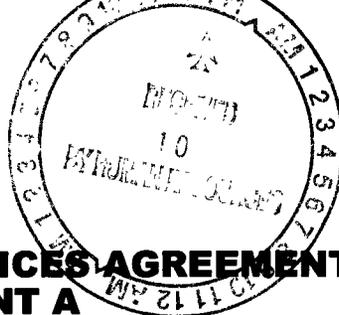
Placeholder Sub Business Associate Template

(Business Associate Agreement, MAHCP copy is available, however, the Member may provide MAHCP a copy of their preferred BA agreements)

ATTACHMENT C

PLACE HODER "MAHCP Bylaws"

*The MAHCP Bylaws are available upon request



**AFFILIATE MEMBER SERVICES AGREEMENT
ATTACHMENT A
MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS
SERVICES AND FEES**

As allowed and envisioned by the Montana Association of Healthcare Purchases and the Wyoming Business Coalition on Health “Coalition Membership Reciprocity Letter of Agreement” agreed and executed to on 06/30/2015, 2015, provide the basis of the services, fees and terms of this Attachment A to the Affiliate Membership Agreement.

As agreed to by the Montana Association of Healthcare Purchaser’s (“MAHCP”) and City of Casper, a member of WyBCH and an Affiliate Member of MAHCP hereby agree to the selected Services and Fees described below.

The Initial Term for this Attachment A is for a period of 24 months beginning (06/30/2015) and ending (06/30/2017). The Agreement shall automatically renew for subsequent 1 year terms unless modified by written agreement or terminated per the terms of Affiliate Member Services Agreement (Agreement).

Group Purchasing Organization

MAHCP, as a Mutual Benefit Non-Profit organization provides WyBCH Members and MAHCP Affiliate Member’s with access to Group Purchasing Options and data services for multiple types of health care benefits, and related administrative services. These programs emphasize information based, data driven programs that are only available to coalition Affiliate Members and Affiliate’s. The programs listed below are all a direct result of coalition created, managed and monitored contracts and service agreements.

MAHCP Services and Programs

The following checked MAHCP services, or products, are those that the Affiliate Member wishes to utilize. Each of MAHCP’s services and program fees are briefly described below.

Data Aggregation and Warehouse Services: This program allows for multiple vendor data aggregation, reporting and analysis of various types of health plan data. Currently, MAHCP aggregates claims data from multiple vendor database systems and includes Eligibility, Medical and Pharmacy, Dental and Wellness data sets for over 100,000 covered lives. This service supports a variety of analysis and reporting service, including the ability to audit, reconcile and report on various aspects of plan related eligibility functions. Important to those plans that use different vendors for multiple benefit programs this service allows the ability to manage these programs through a single, aggregated database. Please refer to the attached MAHCP Data Services Disclosure, Appendix A and made a part of this Attachment A, for more detailed information regarding MAHCP Data Aggregation Services. .MAHCP charges for this product are calculated on a per- Member-per-month (PMPM) basis for those individuals (policyholders + dependents) covered by your organization's health benefit plan. Cost: \$.35 PMPM



Predictive Modeling, Clinical Based Reporting and Analysis. The MAHCP analytics and reporting package assimilates MAHCP aggregated health and financial data sources into one powerful and central resource to facilitate informed and strategic decision making. It is a secure and HIPAA compliant set of tools that mines plan data in order to help managers learn from the historical data, to understand current plan performance, and manage future change. The program provides access to proprietary predictive modeling algorithms used widely by health plans, employers, and consultants operating regionally, nationally, and internationally. Reports are available in multiple areas of plan management, including risk identification, risk modeling, plan performance, and program efficiencies. This reporting will also include price and quality benchmarking, as well as information and claims analysis for provider contract development. Please refer to attached MAHCP Data Services Disclosure, Appendix A, made a part of this Attachment A for more detailed information regarding analytics and reporting Services. MAHCP charges for this product are calculated on a per-member-per-month (PMPM) basis for those individuals (policyholders + dependents) covered by your organization's health benefit plan. Cost: \$.30 PMPM.

Wherefore, the MAHCP and the Affiliate Member have read and understood this Attachment A and indicate their assent by AFFILATE's signature below:

AFFILATE MEMBER

MAHCP

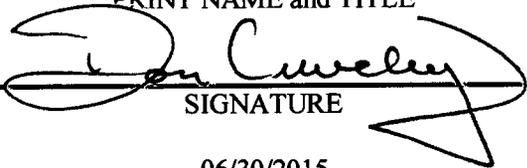
Don Creveling, Executive Director, MAHCP

 PRINT NAME and TITLE

 SIGNATURE

 DATE

 PRINT NAME and TITLE


 SIGNATURE

 06/30/2015

 DATE



APPENDIX A

MAHCP DATA PROGRAM MANAGEMENT DISCLOSURE for MAHCP DATA AGGREGATION, ANALYTICS AND REPORTING

This Data Services Disclosure is made effective as of the effective date shown on the Affiliate Membership Services and Fees Attachment A and between Montana Association of Health Care Purchasers (MAHCP) and the Affiliate Member.

1. MAHCP Data Warehouse/Analytics Scope of Services

1.1 Health Care and Benefit Related Data Aggregation: This data services program allows for multiple vendor data aggregation of data sets in a single interrelation database linked by common Affiliate Member-centric ID's. This is an important step towards aggregating data in an independent vendor-neutral environment for groups that use different vendors for multiple benefit programs. This service allows the ability to manage these programs through a single, aggregated database for reporting and analysis. This program offers access to the MAHCP Data Warehouse and Reporting program.

- 1) Design an Affiliate Member-centric longitudinal health data warehouse.
- 2) Produce a document describing data aggregation process and database layout.
- 3) Import up to 3 years of available historical data files into the data warehouse.
- 4) Support up to 5 data loads and 10 data extracts per month.
- 5) Maintain up to 10 years of historical data.
- 6) Affiliate Member will be billed on a per hour basis for services above the stated scope of services and as agreed to by both the MAHCP and the Affiliate Member in writing.

1.2 Health Care Data Risk Modeling and Reporting: This health data program provides a risk modeling tool and reporting services. Services are available in multiple areas of plan management, including emerging risk identification, predictive modeling & risk adjustment, population benchmarking, and other. This MAHCP data program include access to predictive modeling, and Affiliate Member specific reporting, and data analysis services. *Not available without Health Care and Benefit Related Data Aggregation Option.

Reporting and analytics services by delivering the following items:

- 1) Quarterly Reports.
- 2) Annual Reports.
- 3) Provide up to 10 hours per month of MAHCP staff time for data analysis services.
- 4) Affiliate Member will be billed on a per hour basis for services above the stated scope of services and as agreed to by both the MAHCP and the Affiliate Member in writing.

1.3 Case, Disease and Wellness Management System: MAHCP has developed and supports Medical and Wellness Care Management work-flow programs that are focused on an Affiliate Member's clinical program(s) work-flow management. Systems provide assistance with access to patients' eligibility, clinical and cost information, analytical tools, and across-system integration. MAHCP charges for this product are calculated on a per-Affiliate Member-per-month (PMPM)



basis for those individuals (policyholders + dependents) covered by your organization's health benefit plan.

1) Affiliate Member will be billed at pre-determined rate per hour for services above the stated scope of services, including system modifications and customization unique to Affiliate Member.

2. Data Policies

2.1 Security of Affiliate Member Information. MAHCP shall protect and safeguard all information and individually identifiable health information received from Affiliate Member for the purposes of performing the services described in this document. Such information as described above will be protected in compliance with applicable state and federal laws with respect to confidentiality of patient medical information and under the Health Insurance Portability and Accountability Act, hereafter HIPAA. MAHCP and Affiliate Member agree to the Business Associate Disclosure and the Mutual Non-Disclosure Disclosure, attached to the MAHCP Affiliate Membership Agreement.

2.2 Specifically identified Affiliate Member data and information will only be made available to Affiliate Member designated vendors or other Affiliate Member designated entities upon MAHCP receiving written direction and permission for such purposes from the MAHCP Affiliate Member. Such information as described above will be protected in compliance with applicable state and federal laws with respect to confidentiality of patient medical information and under HIPAA.

2.3 After removal of individual identifiers, Affiliate Member data will be included in the MAHCP Research and Reference Database ("RRDb"). The MAHCP RRDb is used for benchmarking, integrated analysis, and research; all of which are available to MAHCP Affiliate Members. All data in the RRDb, if derived from protected health information as defined in 45 CFR § 164, is fully de-identified to protect confidentiality.

3. MAHCP Responsibilities.

3.1 MAHCP will provide The Affiliate Member the services set forth in this Disclosure. MAHCP may recommend changes to the services from time to time, and may use Claims Information and other Protected Health Information (as defined in the Disclosure) to improve or recommend additional Services to Affiliate Member, so long as such changes are consistent with the requirements of the data services described in this document, and do not materially alter any of the provisions of this Disclosure. Affiliate Member also authorizes MAHCP to use and disclose Protected Health Information as necessary to perform its services and otherwise assist the Plan in submitting information to Sub Business Associate on behalf of the Affiliate and as necessary to enable completion of selected MAHCP services.

3.2 MAHCP shall accept from Affiliate Member or Affiliate Member's agent the information required to perform the services chosen by the Affiliate Member. These services will include, but not be limited to, eligibility data, prescription claims data, medical claims data and biometric/health screening data submitted to MAHCP by Affiliate Member for the purposes of the services described in this document, and shall perform any requested services based upon the information. MAHCP makes no representation as to the accuracy and completeness of the information received and warrants the accuracy of the work only to the extent of the quality and accuracy of the Information



as was provided by Affiliate Member or Affiliate Member's Agent. MAHCP will provide a comprehensive Analysis within 90 days of the receipt of the information. MAHCP makes no guarantee regarding the results of the any analysis or services provided by non MAHCP vendors or consultants.

3.3 MAHCP acknowledges and agrees that the Affiliate owns its data. Data in this agreement shall include all claim transaction and clinical records that MAHCP collect as a part of its data aggregation service. The Affiliate may request MAHCP to provide data directly to the Affiliate's contracted third party consultants or vendors within a specified timeframe and in a format agreed to by the MAHCP and the Affiliate Member. MAHCP agrees to require the contracted third party consultants or vendors to execute any Business Associate Agreements as required by the administrative simplification rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

3.4 MAHCP shall protect and safeguard all information and individually identifiable health information received from the Affiliate Member for the purposes of performing the services described in this Attachment A. Such information as described above will be protected in compliance with applicable state and federal laws with respect to confidentiality of patient medical information and under the Health Insurance Portability and Accountability Act, hereafter HIPAA. MAHCP and Affiliate Member agree to review and execute separately the Business Associate Agreement, attached hereto as Attachment B.

4. Affiliate Member Responsibilities.

4.1 Affiliate Member shall pay to MAHCP the fees set forth in the MAHCP Affiliate Membership Agreement, Attachment A. MAHCP will invoice Affiliate Member for such fees, and payment will be due as set forth in the MAHCP Affiliate Membership Agreement, Attachment A.

4.2 MAHCP may establish reasonable additional fees or charges for any services and programs provided by MAHCP and agreed to in writing by the affiliate member.

5 General Provisions

5.1 Data Used and Submitted. The MAHCP and the Affiliate Member recognize that in satisfying its obligations under this Disclosure, MAHCP may utilize and/or obtain and/or provide data that is developed and maintained by third parties or Affiliate Member, and that MAHCP shall not be responsible for the accuracy and completeness of such data provided to it. The MAHCP and the Affiliate Member also recognize that MAHCP's existing data sources, and those of its subcontractors, does not guarantee the accuracy of such information and data for purposes of the services provided.

5.2 Cooperation. The MAHCP and the Affiliate Member recognize that they must mutually cooperate to perform the services required under this Disclosure, and that MAHCP is not responsible if it is unable to complete any tasks because Affiliate Member, or any third party contracted or designated by Affiliate Member, fails to meet its obligations, including providing required data.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made as of Date by and between the City of Casper (“City”) and the Montana Association of Health Care Purchasers (“MAHCP”), a Montana non-profit mutual benefit corporation (“Business Associate”)

RECITALS

A. The City and Business Associate have entered into an arrangement or arrangements pursuant to which Business Associate provides certain services for and on behalf of the City (the “Arrangement”);

B. Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”) (45 C.F.R. Parts 160 and 164) and the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”) (45 C.F.R. Parts 160 and 164), as amended by applicable provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) and its implementing regulations (the “HITECH Act”) (collectively, the “HIPAA Rules”), the City and Business Associate must enter into a Business Associate agreement to enable Business Associate to carry out its obligations under the Arrangement since the City discloses to Business Associate and/or Business Associate creates and receives on behalf of the City Individually Identifiable Health Information, as such term is defined in 45 C.F.R. 160.103; and

C. The City and Business Associate desire to make this Agreement to the Arrangement in order to enable the City to satisfy its obligations under the HIPAA Rules.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined herein shall have that meaning given to them in HIPAA, the Privacy Rule, Security Rule and HITECH Act.

Business Associate shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this agreement, shall mean (MAHCP.) “Business Associate.”

Covered Entity shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to this agreement shall mean City of Casper “City.”

II. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE

2.1 **Confidentiality** Business Associate shall hold Protected Health Information confidentially, and shall not Use or Disclose it other than as permitted or required by this Agreement or as Required by Law.

2.2 **Use or Disclosure to Provide Services Under the Arrangement.** Business Associate may Use and Disclose Protected Health Information as necessary to perform its obligations under the Arrangement; provided, however, that Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents (the “Representatives”) do not Use or Disclose Protected Health Information in any manner that would violate the Privacy Rule, as amended from time to time, if done by the City.

2.3 **Use or Disclosure for Management and Administration.** Notwithstanding Section 2.2 above, Business Associate may Use or Disclose Protected Health Information for its proper management and administration provided that, before disclosing Protected Health Information to a third party for Business Associate proper management and administration, Business Associate must obtain reasonable assurances from the third party that: (i) the Protected Health Information will be held confidentially and subject to the same restrictions and conditions that apply to Business Associate under this Agreement and will only be Used or Disclosed as required by law or for the purposes for which it was Disclosed to the third party; and (ii) the third party will immediately notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information Disclosed to it has been breached.

2.4 **Use or Disclosure to Provide Data Aggregation Services.** Business Associate may Use or Disclose Protected Health Information to provide Data Aggregation services relating to the Health Care Operations of the City.

2.5 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that de-identified data does not constitute Protected Health Information and is not subject to the terms of this Agreement.

2.6 Use and Disclosure of Limited Data Sets. Business Associate may use Protected Health Information to create Limited Data Sets and may Use or Disclose such Limited Data Sets for only research, public health or health care operations purposes. Except as set forth in this Section, the conditions and restrictions contained herein on Business Associate Use and Disclosure of Protected Health Information apply to Business Associate Use and Disclosure of Protected Health Information contained in such Limited Data Sets. Further, Business Associate agrees that it shall not identify the information contained in such Limited Data Sets or contact the Individuals who are the subject of the Protected Health Information contained in such Limited Data Sets, except as otherwise permitted or required by this Agreement.

III. RESPONSIBILITIES OF BUSINESS ASSOCIATE

3.1 Safeguards Against Misuse of Information. Business Associate agrees that it will implement appropriate safeguards to prevent the use or Disclosure of Protected Health Information other than pursuant to the terms and conditions of this Agreement.

3.2 Reporting Disclosures of Protected Health Information. Business Associate shall, within fifteen (15) days of becoming aware of a disclosure of Protected Health Information in violation of this Agreement by Business Associate or its Representatives, report such disclosure to the City. Business Associate agrees to have procedures in place for mitigating, to the extent practicable, any harmful effect known to Business Associate and arising from such use or disclosure.

3.3 Agreements by Third Parties. Business Associate shall enter into an agreement with any agent or subcontractor that will have access to Protected Health Information pursuant to which such agent or contractor agrees to be bound by the same or substantially similar restrictions, terms, and conditions of this Agreement that apply to Business Associate with respect to such Protected Health Information.

3.4 Access to Information. Business Associate shall provide access, at the request of the City or an Individual, to Protected Health Information maintained by Business Associate in a Designated Record Set(s), to the City, or as directed by the City, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524. Business Associate shall use commercially reasonable efforts to provide such access within fifteen business (15) days of receiving such request.

3.5 Availability of Protected Health Information for Amendment. Business Associate shall make any amendment to Protected Health Information maintained in a Designated Record Set by Business Associate that is requested by the City, or as directed by the City, that is requested by an Individual. Business Associate shall use its best efforts to make such amendments within twenty (20) days of receiving such request.

3.6 Accounting of Disclosures. Business Associate shall document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for the City to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

Business Associate shall provide to the City or, as directed by the City, to an Individual, information collected in accordance with the preceding paragraph to permit the City to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate shall use commercially reasonable efforts to provide such information within twenty (20) days of receiving such written request.

3.7 Uses and Disclosures Required by Law. Except to the extent prohibited by law, Business Associate shall immediately notify the City upon its receipt of a request for use or disclosure of Protected Health Information with which Business Associate believes it is required by law to comply. Business Associate shall provide the City with a copy of such request shall consult and cooperate with the City concerning the proper response to such request and shall provide the City with a copy of any information Disclosed pursuant to such request.

3.8 Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of Health and Human Services (the "Secretary") for purposes of determining the City's compliance with the HIPAA Rules. Notwithstanding the foregoing, nothing herein shall be deemed to require Business Associate to waive any attorney, accountant, or other legal privilege.

3.9 Security Obligations for Electronic Protected Health Information. Business Associate shall, in accordance with the Security Rule, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information it creates, receives, maintains, or transmits on behalf of the City. Further, Business Associate, in accordance with 45 C.F.R. §§ 164.308 and 164.502 if applicable, shall ensure that any agent, subcontractor, or other party to whom Business Associate provides Electronic Protected Health Information agrees to implement the same restrictions, conditions and requirements as apply to Business Associate to protect such Protected Health Information. At such time and to the extent required by the HITECH Act, Business Associate shall implement the safeguards, policies, procedures, and documentation required by 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.316 and 164.502. If Business Associate becomes aware of any Successful Security Incidents, Business Associate shall report the same in writing to the City within fifteen (15) business days of such successful security incident, and Business Associate agrees to reasonably mitigate, to the extent practicable, any harmful effect resulting from such Successful Security Incidents. To avoid unnecessary burden on either party, Business Associate shall report to the City any Unsuccessful Security Incidents of which it becomes aware only upon request of the City. The frequency, content and the format of the report of unsuccessful security incidents shall be mutually agreed upon by the parties. If the definition of “Security Incident” is amended under the Security Rule to remove the requirement for reporting “unsuccessful” attempts to use, disclose, modify or destroy Electronic Protected Health Information, then this Section shall be amended so that the provisions relating to unsuccessful security incidents no longer apply as of the effective date of such change to the law.

For the purposes of this Agreement, “Successful Security Incidents” mean Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of Electronic Protected Health Information and “Unsuccessful Security Incidents” mean Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of Electronic Protected Health Information.

At such time as required by the HITECH Act, in the event that Business Associate has knowledge or a reasonable belief that a breach of Unsecured Protected Health Information of the City has occurred or may have occurred, Business Associate shall promptly (but in no event more than twenty (20) days of knowledge of the breach or reasonable belief that a breach has occurred) notify the City of the identification of each individual who has been or is reasonably believed to have been affected by the Breach, along with any other information that the City as a Covered Entity will be required to include its notification of the individual under the HITECH Act or its implementing regulations, including, without limitation, a description of the breach, the date of the breach and its discovery, types of Unsecured PHI involved and description of the Business Associate’s investigation, mitigation and prevention efforts.

3.10 Agreed to Restrictions. Business Associate shall abide by any restrictions, of which Business Associate is aware, relating to the disclosure of Protected Health Information which the City has agreed upon pursuant to the HITECH Act.

IV. RESPONSIBILITIES OF THE CITY OF CASPER

4.1 Requests for Uses or Disclosures. The City shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would violate this Agreement or the HIPAA Rules.

4.2 Notice of Privacy Practices. The City hereby agrees to provide, to the extent required by 45 C.F.R. § 164.520 (or any successor provision of the Privacy Rule), a notice of privacy practices (the “Notice”) to Individuals (or their personal representatives) who are the subject of the Protected Health Information, which Notice shall be sufficiently broad so as to permit the Uses and Disclosures of Protected Health Information by Business Associate contemplated by this Agreement and the Arrangement. The City shall not amend such Notice unless the amended Notice is sufficiently broad so as to permit the uses and disclosures of Protected Health Information contemplated by this Agreement and the Arrangement.

4.3 Written Permission. The City hereby agrees to ensure that it obtains Individuals’ permission or the permission of Individuals’ personal representatives, to the extent required under the Privacy Rule and in the form required by the Privacy Rule, for Business Associate Uses and Disclosures of Protected Health Information contemplated by this Agreement and the Arrangement and to inform Business Associate of any changes in, or withdrawal of, such written permission provided to the City by Individuals or their personal representatives, including without limitation revocations of authorizations pursuant to 45 C.F.R. § 164.508.

4.4 Other Arrangements. The City hereby agrees to promptly notify Business Associate in writing and in a timely manner, of any arrangements permitted or required of the City under the Privacy Rule that may impact in any manner the Use or Disclosure of Protected Health Information by Business Associate under this Agreement or the

Arrangement, including without limitation restrictions on the Use or Disclosure of Protected Health Information agreed to by the City, as provided for in 45 C.F.R. § 164.522 as amended by the HITECH ACT.

4.5 Compliance with HIPAA. To the extent required and at such time as required under applicable law, the City agrees to comply with HIPAA, the Privacy Rule, Security Rule and HITECH Act.

V. TERMINATION

5.1 Term. This Agreement shall become effective on the date on which the City and Business Associate entered into the Arrangement and, unless otherwise terminated as provided herein, shall expire upon the expiration or termination of the Arrangement.

5.2 Termination by Either Party. The Arrangement may be terminated by either party, subject to the delivery of the written notice and the expiration of the cure period provided in the Arrangement, in the event that a party breaches any material term of this Agreement. In the event that a party is entitled to terminate the Arrangement pursuant to this Section 5.2 but determines, in its sole discretion, that termination is not feasible, the non-breach party acknowledges that the breaching party shall have the right to report the breach to the Secretary.

5.3 Return or Destruction of Protected Health Information Upon Termination. Upon termination of the Arrangement, Business Associate shall, at the option of Business Associate, either return or destroy all Protected Health Information and Electronic Protected Health Information which Business Associate still maintains in any form. Business Associate shall not retain any copies of such Protected Health Information or Electronic Protected Health Information. Notwithstanding the foregoing, to the extent that it is not feasible, in Business Associate's reasonable discretion, to return or destroy such Protected Health Information and Electronic Protected Health Information, the terms and provisions of this Agreement shall survive the termination of the Arrangement with respect to such Protected Health Information and Electronic Protected Health Information, and such Protected Health Information and Electronic Protected Health Information shall be Used or Disclosed solely for such purpose or purposes which prevented its return or destruction.

VI. MODIFICATIONS TO COMPLY WITH STANDARDS

In the event that additional standards are promulgated under the HIPAA Rules, or any existing standards are amended, the parties agree to enter into a mutually acceptable amendment to this Agreement to enable the City to satisfy its obligations under such additional or amended standard(s).

VII. MISCELLANEOUS

7.1 The parties agree and acknowledge that, as between the City and Business Associate, the City is the owner of the Protected Health Information and Electronic Protected Health Information.

7.2 In the event that a provision of this Agreement conflicts with a provision of the Arrangement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Arrangement.

7.3 This Agreement may be amended only by written agreement between the parties. This Agreement shall be interpreted by and construed in accordance with the laws of the State of Wyoming. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

7.4 Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

7.5 Any ambiguity in this Agreement shall be resolved to permit the applicable party to comply with HIPAA, Privacy Rule, Security Rule, and the HITECH Act. The parties acknowledge that the HITECH Act requires the Secretary to promulgate regulations and interpretative guidance that is not available at the time of executing this Agreement. In the event a party determines in good faith that any such regulation or guidance adopted or amended after the execution of this Agreement shall cause any paragraph or provision of this Agreement to be invalid, void or in any manner unlawful or subject either party to penalty, then the parties agree modify and amend this Agreement in a manner that would eliminate any such risk.

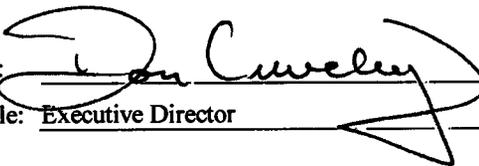
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Casper

By: _____

Title: _____

**Business Associate (Montana Association of Health
Care Purchasers ("MAHCP"), a Montana non-profit
mutual benefit corporation)**

By:  _____

Title: Executive Director _____

APPROVAL AS TO FORM

I have reviewed the attached *Montana Association of Health Care Purchasers (MAHCP) Services Agreement*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: July 13, 2015

A handwritten signature in cursive script, reading "Wallace Trembath III", is written over a horizontal line.

Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 15-223

A RESOLUTION AUTHORIZING THE CONTRACT WITH MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS ("MAHCP"), a Montana non-profit mutual benefit corporation

WHEREAS, the City of Casper is a member of the Wyoming Business Coalition on Health (WBCH); and,

WHEREAS, the City of Casper desires to participate in a data pooling project with other employer members of WBCH; and,

WHEREAS, MAHCP is able and willing to provide those services; and,

WHEREAS, the City of Casper desires to become an Affiliate Member of MAHCP in order to perform those services.

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

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the schedule of fees contained within the member services agreement.

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 MAHCP for data pooling services for the City of Casper.

PASSED, APPROVED, AND ADOPTED on this 21st day of July, 2015

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Mayor

June 8, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director
Andrew Beamer, P.E., Public Services Director
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with GPC Architects
Hogadon Lodge, Project No. 15-14.

Recommendation:

That Council, by resolution, authorize a contract for professional services with GPC Architects (GPC) for design and construction administration services for the Hogadon Lodge, Project No. 15-14, in the amount of \$375,000.

Summary:

The Hogadon Ski Area Master Plan (Master Plan), completed in July 2013, identified the need for a new 20,000 square foot lodge facility. The new lodge is expected to include a kitchen/catering area, seating areas with views of the surrounding mountain, administrative areas with conference rooms, equipment rental area, and areas for the Casper Mountain Racers and Casper Mountain Snow Sports School. The Master Plan also identified that the new lodge be designed and built for year-round use of the facility with the ability to accommodate a variety of events.

A Request For Proposal was sent to qualified consultants to furnish architectural design services for the project. Seven (7) firms responded, and three (3) were interviewed for the project. Based upon project team qualifications, team management/organization, ability to recognize design opportunities in the project, demonstrated design experience, and willingness to meet time requirements, GPC was selected to provide the requested professional services.

The agreement provides for the Consultant to work closely with a master plan steering committee consisting of community representatives and City of Casper staff during site selection and design phases of the project. Construction administration services, included in the contract with GPC, include travel to the site by the primary architect for the purpose of construction observation. The consultant will schedule visits as appropriate to coordinate with the construction schedule. Testing and geotechnical services during the construction phase are included in the agreement.

Funding for this project will be from 1%#14 funds allocated to Hogadon Lodge.

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 8th day of July, 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. GPC Architects, PLLC, 189 North Main Street, Suite 112, Driggs, Idaho 83422 (“Consultant”).

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

RECITALS

A. The City is undertaking the Hogadon Lodge, Project Number 15-17.

B. The project requires professional services for all Design, Construction Documents, Bidding, and Construction Administration and Material Testing for the Hogadon Lodge, Project Number 15-17.

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 Scope of Services shall, as a minimum, include the following:

A. Program Development and Projected Construction Cost Estimate.

1. Consultant shall conduct a series of surveys, data collection and meetings to determine the conceptual needs, followed by the development of a written program. The program shall include a conceptual floor plan layout and color-rendered elevation drawings of the new lodge. The consultant shall be responsible for hiring and paying for the services necessary for the program. The program shall be reviewed and approved by the Master Plan Steering Committee (MPSC), Owner and City of Casper-approved Professional Cost

Estimator prior to commencing with subsequent design. The projected construction costs will be developed for all options identified in the written program.

2. The Consultant shall conduct a Geotechnical Investigation for the Hogadon Lodge. The consultant will be responsible for hiring and paying for geotechnical services. The geotechnical report shall contain information necessary to construct the Hogadon Lodge. Information shall contain, but not be limited to, soil characteristic and engineering properties; soil classification; and foundation recommendation.
3. The Consultant shall meet with the Owner, MPSC and City of Casper-approved Professional Cost Estimator as necessary during the preliminary design. The purpose of the meetings are to discuss the status of the project, budget and to review and approve design concepts on the construction drawings and specifications.

B. Schematic Design and Design Development.

1. Based on the approved written program, the Consultant shall prepare a schematic design including: incorporating the total building elements of the site, civil, architectural, structural, and mechanical/electrical systems. The final version of the schematic design shall include color rendered copies of the site plan, floor plans and exterior elevations.
2. The Consultant shall develop and provide detailed construction drawings covering topographic surveys; site removal and layout plan; site grading plan; floor plan and section details, structural details and other details covering room finish schedules, door and frame details, building elevations; foundation and floor framing plans; roof framing and detail plans; schematic drawings and detail sheets associated with electrical, mechanical, air conditioning, gas, water, sewer, and other drawings as necessary to provide complete construction documents. The Consultant shall provide plans that are compliant with ski industry standards. The building shall be designed to comply with all local codes, local department of environmental quality requirements, local health department requirements and authorities having jurisdiction.
3. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications, construction drawings, and all testing requirements.
4. Consultant shall provide the Owner four (4) copies of the preliminary construction drawings and project manuals for review at fifty percent (50%) and ninety percent (90%).

5. The Consultant shall coordinate all AutoCAD requirements to provide compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.
6. The Consultant shall prepare a project cost estimate when construction documents are at approximately fifty percent (50%) complete, and two (2) weeks prior to public advertisement.
7. The Consultant shall meet with representatives of the Owner, MPSC and City of Casper-approved Professional Cost Estimator when construction drawings and technical specifications are approximately fifty percent complete and two weeks prior to public advertisement to review and approve of design concepts.

C. Subconsultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work, including but not limited to structural, mechanical, electrical, heating, ventilation, and air conditioning, and civil. This includes City of Casper-approved Professional Cost Estimator.
2. The Owner 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).

D. Project Manual.

1. The Consultant shall prepare Technical Specifications covering the required work for the new building and site plan improvements.
2. The Consultant shall prepare a bid schedule to accompany the Owner's Bid Form.
3. The Consultant shall edit "front-end" documents of project manual supplied by the City Engineering Office. Documents supplied will consist of the EJCDC 1996 edition General Conditions and contract documents; Advertisement for Bids; Instructions to Bidders; Bid Form; Performance and Payment Bond forms; Bid Bond Form; Form of Agreement between Owner and Contractor and, Supplementary Conditions. The Consultant shall review these documents, insert modifications where appropriate, and return them for final review. After final review by the City, the Consultant shall incorporate all comments into the Project Manual.

F. Bidding Services.

1. The Consultant shall use QuestCDN for advertising, making plans and specifications available, distributing addenda and distributing bidding results. The Consultant shall acquire a login and password from the City of Casper Engineering Office and shall set up the project and include information for advertising on QuestCDN and Casper local newspapers.
2. The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp (must be a Wyoming registration stamp), date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
3. The Consultant shall provide a list of qualified bidders and assist with solicitation to bidders.
4. The Consultant shall conduct a pre-bid meeting, take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
5. The Consultant shall prepare addenda to the bid documents, as required.
6. The Consultant shall assist in the evaluation of bids and shall provide a recommendation of award of the contract to the successful bidder.

G. Contract Administration and Observations.

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work. Consultant shall take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents. Consultant shall distribute all approved shop drawings to the Contractor and Owner.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work. Consultant shall create field observation reports for every site visit and submit to owner no less than once a month.
4. Consultant shall provide for, and retain, a sub-consultant for material testing as specified in the Contract Documents.

5. The Consultant shall attend weekly progress meetings in person when they coincide with job-site visits and via telephone otherwise.
6. The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
7. The Consultant shall review Contractor pay requests and advise Owner accordingly with a recommendation to pay.
8. The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the Contractor.
9. The Consultant shall maintain a regularly updated set of "as-built" record documents. Consultant shall submit record documents to Owner within thirty (30) days after Substantial Completion as required in the Casper municode 16.16.020 as "Record Drawings – Hogadon Lodge" All submittals shall be dated.

2. **TIME OF PERFORMANCE:**

The services of the Consultant shall be undertaken and completed on or before the 2nd day of June, 2017.

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 Three Hundred Seventy-Five Thousand Dollars (\$375,000.00).

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.

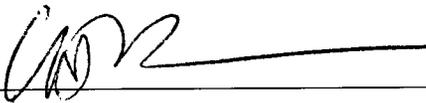
6. EXTENT OF CONTRACT:

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:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS

CONSULTANT
GPC Architects, PLLC
189 North Main Street, Suite 112
Driggs, Idaho 83422

By: _____

By: 

Printed Name: _____

Printed Name: GARETT PAUL CHADWICK

Title: _____

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

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

The Consultant 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 Consultant.

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

11.4 Consultant agrees to 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, but only to the extent arising from the negligence of the Consultant during the performance of professional services under this agreement.

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

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

12. INTENT:

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

15. STANDARD OF CARE:

Consultant and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services.

16. HAZARDOUS MATERIALS:

The scope of Consultant's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

17. CERTIFICATIONS:

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

FEE SCHEDULE

PROJECT

Hogadon Lodge, Professional A/E Services

City of Casper Public Services Department
City Engineering Division
200 N. David
Casper, Wyoming 82601

PROFESSIONAL SERVICE PROVIDER

GPC Architects, PLLC
189 N. Main St., Ste. 112
Driggs, Idaho 83422

CONTACT PERSON FOR CONTRACT

Garett P. Chadwick, Principal
208.354.8036
gchadwick@gpcarch.com

BASIS OF FIXED FEE

Design Level	Price
Program Development	\$17,500
Schematic Design	\$35,000
Design Development	\$70,000
Construction Documents	\$122,500
Bidding/Negotiating	\$17,500
Construction Administration	\$70,000
Post Construction/Closeout/Warranty	\$17,500
Reimbursable Expenses	\$25,000
TOTAL FIXED FEE and UPSET AMOUNT	\$375,000

*Fee Schedule includes professional A/E fees for: Obtaining environmental approval or permitting, design; conducting all Design meetings, including those with the MPSC, Owner, and City of Casper-approved Professional Cost Estimator; project manual, bidding, and Contract Administration and Observations.

*All items from the scope of work are included in the above schedule.

Proposed,



Garett P. Chadwick, AIA, LEED AP BD+C
Principal, GPC Architects

apc architects

RATE SCHEDULE

Principal II	\$140
Principal I	\$120
Architect III	\$110
Architect II	\$100
Architect I	\$90
Project Manager III	\$100
Project Manager II	\$90
Project Manager I	\$80
CAD Technician III	\$80
CAD Technician II	\$70
CAD Technician I	\$60
Administrative	\$45

Reimbursables:

- Phone, printing, travel expenses, etc. actual + 15%
- Engineers & Special Consultants actual + 15%
- Vehicles @ \$.575 / mile
- Shipping actual + 15%

Effective: February 10, 2015

RESOLUTION NO. 15-224

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GPC ARCHITECTS, FOR PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE NEW HOGADON LODGE.

WHEREAS, the City of Casper desires to enter into a professional services agreement with GPC Architects, for design and construction administration for Hogadon Lodge, Project No. 15-14; and,

WHEREAS, GPC Architects is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with GPC Architects, to provide professional consulting services for design and construction administration for a new lodge facility at Hogadon Ski Area, designated as Hogadon Lodge, Project No. 15-14.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed Three Hundred Seventy-Five Thousand Dollars (\$375,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 15, 2015

MEMO TO: John C. Patterson, City Manager 
FROM: Tanya Johnson, Special Projects Analyst 
SUBJECT: Contract for Professional Services with Community Builders, Inc.

Recommendation:

That Council, by resolution, authorize the Contract for Professional Services with Community Builders, Inc. (CBI) to update the *Baby Boomers Project of 2008*.

Summary:

The *Baby Boomers Project of 2008* was a Community Based Action Research Project for Community Services for Older Adults conducted by the Wyoming Education and Social Research Institute at the University of Wyoming.

CBI will update the *Baby Boomers Project of 2008* by working with City staff to identify areas throughout the community that are in need of improvement. These topics of interest will include, but are not limited to, transportation, recreation, education, physical and mental health, and social interaction, as well as housing needs and cultural activities.

The findings of this update will enable the City to address current and future demands that the baby boomer generation places on existing senior citizen service levels and provide the services desired. The senior population continues to grow and the demand for services continues to increase.

This project will be concluded by April 30, 2016, and CBI will be compensated in an amount not to exceed \$56,540.00.

This project will be funded with \$40,000 from General Funds FY16 allocated to the boomer update and \$16,540 from Council Goals FY15.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Agreement”) 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. Community Builders, Inc. (CBI), a Wyoming corporation, 873 Esterbrook Road, Douglas, Wyoming 82633 (“Contractor”).

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

RECITALS

A. The City is undertaking an update to the Casper “Baby Boomers” project (the 2008 Community Based Action Research Project for Community Services for Older Adults).

B. The project requires professional services for consulting.

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

D. The City desires to retain CBI 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:

A. CBI shall perform the following services in connection with and respecting the project:

Task 1: Study Committee

CBI will work with City staff to identify and solicit representation from stakeholder groups in the Community to serve on a Study Committee. The Study Committee will include local government officials as well as leaders from local health, community development, recreation, senior services departments and organizations, financial institutions, and others recommended by City. CBI will begin this process by conducting a scoping meeting with City. At that meeting, CBI will work with the City to identify key stakeholders for inclusion in the Study Committee that will help guide the process and develop a timeline matrix for completion of relevant tasks.

Task 2: Progress Meetings

CBI will maintain regular communication with the City throughout the planning process, in person whenever possible. CBI will prepare a preliminary report for the City's review, discussion, and revision. CBI will attend monthly Study Committee meetings to track progress of the study and solicit input for Final Report. CBI will provide monthly written status reports, attend City meetings, and be available to present findings to public entities.

Task 3: Review Background Materials

To prepare for this project, CBI will review any existing strategic and action plans for agencies involved in serving the target population, including the 2008 Boomer Study and related documents. These documents will frame our understanding of underlying issues, and help us to prepare an effective approach to facilitate a discussion and resolution process.

CBI will evaluate the City of Casper's and Natrona County's Master Plans, Community and Economic Development Plans, and related materials that identify the community's long-range goals and capacities. This process will provide a good basis upon which CBI can generate a study of senior services that leverages existing resources and builds upon other community programs.

Task 4: Data Analysis & Collection of Input

CBI will utilize a variety of research methods to solicit information about the target population in Casper including an analysis of demographic data from published sources, individual interviews, organized focus groups, and written surveys. This analysis will include predictions on the trends in size and composition of the target population for senior services in the next ten years. CBI will work with the Study Committee to develop the mix and number of focus groups. It is expected that this will involve groups of 8-10 individuals in 15-20 different two-hour focus groups. CBI will work with the Study Committee to develop the format/questions for each focus group.

CBI will draw upon known resources and public demographic trends to assess the target population from an objective perspective. An objective analysis of the community's senior citizens will include age, income, housing, employment, and household expenditures (to identify consumer preferences and trends). CBI will then incorporate these findings with the qualitative assessment.

Written and on-line surveys will be prepared by CBI, particularly focused on utilization of current services and identification of other potentially needed services. CBI will lead public meetings, focus groups, and one-on-one interviews (as appropriate) to achieve a high qualitative understanding of the target population.

For this project, CBI will develop a Public Participation Plan that includes multiple ways to assess and collect input from the Casper senior citizen population and stakeholder entities. This will include written surveys, one-on-one interviews, focus groups and/or community forums. The Public Participation Plan will go further than help CBI understand the client population – it will engage that population in a manner that ensures that Casper's senior citizens effectively guide

decisions. The plan will focus on results, keep the community informed, allow transparent decision-making, engage stakeholders, and identify local champions who can lead the charge to implement the final Casper Boomer Study Update.

CBI will conduct numerous interviews of past and current stakeholders to identify and evaluate previous actions to improve senior services in Casper. CBI will identify previous successes and “lessons learned,” as well as define the obstacles and barriers that have previously prevented progress. This knowledge will be used to develop an effective project plan.

Task 5: Service Requirements

CBI will evaluate services for seniors in a range of "needs" and "wants" to compare what is currently available and what may be needed for the future. Some specific topic areas of interest include:

- Transportation
- Recreation
- Education
- Nutrition
- Physical and Mental Health
- Technology
- Social Interaction
- Cultural Activities
- Workforce/Employment
- Housing

Task 6: Senior Services Delivery

CBI will examine options available for delivery of services about whether seniors prefer access to services through in-home alternatives, smaller neighborhood-based centers, or large community centers. CBI will also evaluate the impact that new technology may have on service delivery.

Task 7: Senior Housing Needs

CBI will examine housing needs of the senior population in Casper over the next 15-20 years to include the following groups:

- Seniors who plan to continue to live in their own homes (age, condition, maintenance needs, and adaptability for accessibility needs).
- Seniors who plan to move to alternative housing in the community (stand-alone units, apartments, assisted living, etc.).
- Seniors who plan to reside in Casper for only a portion of the year (their income and lifestyle will affect the type of housing that would be attractive for this group).

Task 8: Role of Seniors

CBI will solicit information on what roles seniors want or will have in meeting financial obligations for their own care and for funding needed services; advocacy for legislative changes to improve access to services and programs; involvement in community organizations or elective

offices, and involvement of families in assisting with the provision of care and services to help maintain independence.

Task 9: Reports

CBI will present a proposed action plan, which would consist of specific programs and projects, goals and objectives, timeframes and milestones, resources needed, and responsible parties. Following the final meeting, CBI will incorporate any final changes to the final report, and provide one digital and one bound hard copy of the report to the City.

B. City shall perform the following services in connection with and respecting the project:

- 1) **ACCESS TO INFORMATION:** City will provide access to and assistance with compilation of necessary documentation that is within the City's control and responsibility required for project completion.
- 2) **COOPERATION AND COMMITMENT:** City will cooperate with CBI to provide feedback as the process unfolds; identify local concerns, resources, and goals; keep the community engaged, and assist with hosting of any local planning events.
- 3) **DESIGNATE A REPRESENTATIVE:** Designate a representative with respect to CBI's services to be performed under this Agreement. Such person shall be responsible for transmitting instructions, receiving information, and interpreting and defining City's policies and decisions with respect to services covered by this Agreement. For this project, the City's authorized representative is Tanya Johnson of the City of Casper. CBI's designated representative is Bobbe Fitzhugh.
- 4) **LEGAL REQUIREMENTS:** City will hold all required public meetings, and serve all required public notices, in accordance with applicable laws.
- 5) **ACCESS TO RECORDS:** City will make available to CBI those records in the City's possession designated by CBI as being necessary for development of the needs assessment and plan, except as required to be withheld under the Wyoming Public Records Act, Wyoming Statutes Section 16-4-201 et seq.
- 6) **PUBLIC MEETINGS:** City will make all arrangements for the meeting locations and refreshments. CBI will provide easels, large note pads, laptop and projectors, and similar materials to facilitate focus groups and meetings.

2. TIME OF PERFORMANCE:

The services of CBI shall be undertaken and completed on or before the 30th day of April, 2016, all in accordance with Attachment C, which is hereby made a part of this Agreement.

3. COMPENSATION:

- a) In consideration of the performance of services rendered under this Agreement, CBI shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of fifty-six thousand five hundred forty dollars (\$56,540.00).
- b) The costs outlined in Attachment A will not be exceeded without prior, written amendment of this Agreement. An itemized estimate of contract fees by task is found in Attachment A. Any additional services that are provided at City's request shall be charged according to CBI's Rate Schedule, found in Attachment B. Attachments A and B are hereby made a part of this Agreement.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

IN WITNESS WHEREOF, the undersigned duly authorized representatives of Community Builders, Inc. (CBI) and the City of Casper have executed this Agreement as of the day and year above.

APPROVED AS TO FORM:

William J. McDonald

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS

CONTRACTOR
Bobbe Fitzhugh, CBI

By: Joseph A. Coyne

By: Bobbe Fitzhugh

Printed Name: Joseph A. Coyne

Printed Name: Bobbe Fitzhugh

Title: Secretary

Title: President

AGREEMENT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF AGREEMENT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

CBI shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due CBI from the City under this Agreement 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 CBI which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, CBI shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. CBI shall take

affirmative action to insure that applicants for employment are employed, and that employees are treated fairly 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. CBI 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. CBI 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 CBI under this Agreement 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, CBI may, at no additional expense to the City, make and retain such additional copies thereof as CBI 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 CBI be released to any person, agency, corporation, or organization without the written consent of the City.

CBI is not responsible for any use of the documents beyond the purpose for which they were intended.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

CBI 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.

CBI intends to enter into sub-consultant agreements with Steve Elledge of Casper, Wyoming, and Linda Witko of Longmont, Colorado, both of whom are approved by the City.

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, CBI shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting CBI 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 CBI's negligent operations in connection with the performance of this Agreement.

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

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

11.3 In addition, upon request by the City, CBI 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 CBI's obligations hereunder.

11.4 CBI 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 CBI.

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

maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Agreement.

11.6 CBI 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:

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

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 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.

15. NOTICE

Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), or transmitted by email, addressed as follows:

<p><u>If to CBI:</u> Community Builders, Inc. Bobbe Fitzhugh, President 873 Esterbrook Road Douglas, WY 82633 Bobbe@consultCBI.com</p>	<p><u>If to CLIENT:</u> City of Casper Tanya Johnson, Special Projects Analyst 200 North David Casper, WY 82601 tjohnson@cityofcasperwy.com</p>
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16. **ACKNOWLEDGEMENT AND NOTICE-TO-PROCEED**
Execution of this Agreement by both parties is authorization to proceed with the scope of services under the provisions of this Agreement.

ATTACHMENT A

Cost Estimate: CBI has prepared a fixed fee cost estimate for its consulting services for this project, itemized by Task in the following table. No additional costs or fees will be charged, unless City requests additional services (in which case Attachment B below applies, using CBI's standard rates).

CITY OF CASPER BOOMER STUDY - PROPOSAL COST ESTIMATE		
TASK	CONSULTING SERVICES	ESTIMATE
1	Study Committee	\$1,720
2	Progress Meetings	\$3,950
3	Review Background Materials	\$2,150
4	Data Analysis & Collection of Input	\$21,500
5	Service Requirements	\$7,900
6	Senior Services Delivery	\$2,580
7	Senior Housing Needs	\$4,740
8	Role of Seniors	\$3,440
9	Reports	\$6,320
SUBTOTAL - CONSULTING SERVICES		\$54,300
EXPENSES		ESTIMATE
Site Visits		
	Mileage - to/from Casper (12 round trips)	\$690
	Meals	\$300
Printing/Copies		
	Data/Profiles	\$500
	Preliminary reports	\$500
	Final report- 1 color copy + electronic version in Adobe PDF	\$250
SUBTOTAL - EXPENSES		\$2,240
TOTAL ESTIMATE - CONSULTING SERVICES AND EXPENSES		\$56,540

ATTACHMENT B

**CBI'S STANDARD RATES PROFESSIONAL SERVICES
AND REIMBURSEABLE EXPENSES**

As of January 2015

CBI STANDARD FEE SCHEDULE	
CONTRACT SERVICES	COST
Principal CBI's time	\$90.00 per hour (no charge for time spent traveling)
Administrative Assistant's time	\$35.00 per hour (no charge for time spent traveling)
Note: CBI costs for telephone, fax, email, routine supplies, and routine copying are included in the hourly rates above.	
REIMBURSABLE EXPENSES	COST
Mileage and Vehicle Charges	IRS standard mileage rate for business miles driven (currently is 57.5¢ per mile)
Color printing and commercial copying	Color copies prepared in-house: \$0.25/each Commercial Copying: Actual cost
Other necessary expenses (per contract)	Actual cost

ATTACHMENT C

CASPER BOOMER STUDY UPDATE - TIMELINE (Page 1 of 2)

TASK	NARRATIVE	AUG 2015	SEP 2015	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016
TASK 1 – SCOPING MEETING; STUDY COMMITTEE FORMATION										
	Scoping Meeting; identification of Study Committee	*								
	Develop timeline for critical path goals									
TASK 2 –PROGRESS MEETINGS										
	Monthly Study Committee meetings	*	*	*	*	*	*	*	*	*
	Provide monthly status reports									
TASK 3 – BACKGROUND REVIEW										
	Gather documents, data and information	*								
	Review strategic and action plans; master plans									
	Review and summarize key elements of review									
TASK 4 - DATA ANALYSIS & COLLECTION OF INPUT										
	Collect objective demographic/economic data									
	Develop Public Participation Plan									
	Develop written Survey; review with Study Committee		*							
	Press releases, Facebook page, Website links; flyers									
	Develop schedule of focus groups; community forums		*							
	Administer on-line and written survey									
	One-on-one interviews with stakeholders			*	*		*	*		
	Focus groups				*		*	*		
	Community Forums							*		
TASK 5– SERVICE REQUIREMENTS										
	Evaluate wants and needs in service for seniors									
	Prepare Draft Report on Service Requirements									
TASK 6– SENIOR SERVICES DELIVERY										
	Examine options for delivery of services			*					*	
	Evaluate impact that new technology has on service delivery			*						
TASK 7 – SENIOR HOUSING NEEDS										
	Examine housing needs - own homes			*						
	Examine housing needs - alternative housing			*						
	Examine housing needs - snowbird			*						

TASK 8 – ROLE OF SENIORS									
	Financial care issue evaluation				*				
	Advocacy research				*				
	Community involvement				*				
TASK 9- PREPARE DRAFT DOCUMENTS									
	Draft Plan for Review						*		
	Revise as necessary								
	Draft Action Plan								
	Presentation to Public and Stakeholders							*	
	Revise draft								
	Final Report Completion								*
	Deliver Report								
* Proposed time for site visit (TBD)									

ATTACHMENT C

**CASPER BOOMER STUDY UPDATE - TIMELINE
(Page 2 of 2)**

RESOLUTION NO. 15-225

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH COMMUNITY BUILDERS, INC.

WHEREAS, the City of Casper is undertaking an update to the Casper *Baby Boomers Project of 2008* (a Community Based Action Research Project for Community Services for Older Adults); and,

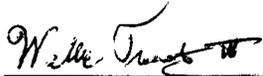
WHEREAS, Community Builders, Inc., is willing and able to provide professional services to the City to accomplish said update.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and Community Builders, Inc.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed fifty-six thousand five hundred forty dollars (\$56,540).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

July 14, 2015

MEMO TO: John Patterson, City Manager
FROM: Tanya Johnson, Special Projects Analyst
SUBJECT: Community Promotions Allocations – FY 2016 – Final Results

Recommendation:

That Council, by minute action, authorize \$115,000 in Community Promotions FY16 funding to support the Community Promotions events listed below.

Summary:

The Council received twenty-six (26) applications for Community Promotions funding this year. Of those, twenty-four (24) were successful in the first round of voting, so they were moved forward to the final round.

Council completed the voting process at the July 14, 2015, work session, and the results of that process call for Council to make \$115,000 in awards, including \$50,151.50 in cash, and fee reductions for in-kind services and facilities that are worth \$59,263.00 and \$70,434.00, respectively (before 50% match), to the following organizations:

#	Organization Name	Event Name	Final Result
1	12-24 Club, Inc.; Natrona County Substance Abuse Treatment Providers; and Wyo Meth Project	Recovery Rocks	\$25.00
2	Boys & Girls Clubs of Central Wyoming	Summer Programming	\$650.00
3	Casper Amateur Hockey Club, Inc.	Season Events 7/1/15-6/30/16	\$40,293.61
5	Casper College Foundation/Casper College Alumni Association	T-bird Trek Half Marathon - 5k - 2k	\$3,785.99
6	Casper Community Greenhouse Project in Collaboration with the DCBA	"Harvest" - Casper's Local Food Festival	\$2,674.91
7	Casper Figure Skating Club	Holiday Program 2015	\$3,720.00

#	Organization Name	Event Name	Final Result
8	Casper Figure Skating Club	USPSA Competition 2016	\$1,920.00
9	Casper Marathon	Casper Marathon	\$1,628.00
10	Casper Soccer Club	Oil City Cup	\$1,478.00
11	Casper Soccer Club	Spring Jamboree	\$668.00
12	Casper Soccer Club	Wyoming Cup	\$1,668.00
13	Central Wyoming Fair & Rodeo Association	Central Wyoming Fair & Rodeo (to include downtown banner advertising)	\$28,334.00
14	Central Wyoming Fair & Rodeo Association	Downtown Sidewalk Chalk Art Festival	\$2,557.72
15	Central Wyoming Skating Assoc.	Spring Ice Show	\$5,176.26
16	Community Recreation Foundation	2015 Craft Fair	\$14,586.99
17	Downtown Casper Business Association	Christmas Parade	\$3,287.54
18	Eddie McPherson Memorial Hockey Foundation	Eddie McPherson Memorial Tournament	\$4,080.00
19	Nicolaysen Art Museum	NIC Fest 2016	\$21,709.78
20	Nicolaysen Art Museum	Wednesday Night Live 2016	\$10,784.99
21	Platter River Trails Trust	Respect Our River	\$5,742.68
23	Wyoming Medical Center - Safe Kids of Central Wyoming	Safe Kids Day; Safe Swim Night; and Kohl's Heads Up	\$479.00
24	Wyoming Medical Center Foundation	Holiday Square & Reindeer Run	\$2,212.00
25	Wyoming Natural Gas Fair Association	Wyoming Oil & Gas Fair	\$20,194.20

#	Organization Name	Event Name	Final Result
26	Wyoming Symphony Orchestra	2015-2016 Concert Series	\$2,191.83
		TOTAL:	\$179,848.50
		TOTAL (after 50% match):	\$115,000.00