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REGULAR COUNCIL MEETING  
Tuesday, March 4, 2014  
6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. Smoking is Not Permitted.
- IV. Use of Cellular Telephones is Not Permitted, and Such Telephones Shall Be Turned Off or Otherwise Silenced During the Council Meeting.
- V. The Hearing Impaired Are Encouraged to Contact the City Manager's Office No Later Than 12:00 Noon on the Monday Preceding the Council Meeting, if Assistance is Required.
- VI. Wheelchair Bound Members of the Public Are Encouraged to Contact the City Manager's Office No Later than 12:00 Noon on the Monday Preceding the Council Meeting, if Additional Handicapped Parking is Required.
- VII. Speaking to the City Council (These Guidelines Are Also Posted at the Podium in the Council Chambers)
  - Clearly State Your Name and Address.
  - Please Keep Your Remarks Pertinent to the Issue Being Considered by the City Council.
  - Please Limit the Time of Your Presentation to Five Minutes or Less.
  - Please Do Not Repeat the Same Statements that Were Made by a Previous Speaker.
  - Please Speak to the City Council as You Would Like to Be Spoken To.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 18, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 24, 2014

4. CONSIDERATION OF BILLS AND CLAIMS

5. WYOMING REGIONAL SCIENCE BOWL WINNERS

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish April 1, 2014 as the Public Hearing Date for Consideration of:
  - a. New **Resort Liquor License No. 4, Casper Hospitality, LLC, d.b.a. Courtyard by Marriott**, located at 4260 Hospitality Lane.

7. RESOLUTIONS

A. Consent

1. **Accepting Two (2) Parcels** in and Adjacent to the North Platte River from **Natrona County**.
2. Approving a **Partial Termination and Release Agreement** with **Starbucks Holding Company, LLC** and **NLA Casper, LLC**.
3. Authorizing a **Consent Agreement for License Agreement** between the City of Casper and **AT&T Mobility, LLC** for 2610 Country Club Road.
4. Authorizing Agreement with **Burns and McDonnell Engineering Company**, in the Amount of \$157,965, For Design and Construction **Waste Water Treatment Plant Centrifuge Installation Project**.
5. Authorizing License Agreement with the **Wyoming Department of Transportation** for Installation of Sewer Service within WYDOT Right-of-Way Serve New **Frito-Lay Facility at 648 North Beverly Street**.
6. Authorizing Two License Agreements for Installation of Sanitary Sewer and Storm Sewer Line within **Wyoming Department of Transportation** Right-of-Way for the **Salt Creek Highway and US 20/26 Bypass Sanitary Sewer Realignment Project**.
7. Authorizing Contract for Professional Services with **WLC Engineering, Surveying, and Planning** in the Amount of \$101,250, for Design Services for the **First Street Roadway Improvements Project**.

8. RESOLUTIONS (cont'd)

A. Consent

8. Authorizing Contract for Professional Services with **Civil Engineering Professionals, Inc.**, in the Amount Of \$47,000, for the 2<sup>nd</sup> Street and **Sam's Club Intersection Improvements Project.**
9. Authorizing Agreement with **CBS Constructors**, in the Amount of \$170,000, for the **Speedway Bleacher Replacement Project.**
10. Authorizing Contract for Professional Services with **Trihydro Corporation**, in the Amount of \$63,967, for the **2014 McKinley Street Improvements Project.**
11. Authorizing the Transfer of One **1997 Ford** ½ Ton Truck to **Poverty Resistance Food Pantry.**
12. Authorizing Sole Source Purchase of **Motorola Portable Radios**, not to exceed the amount of \$99,896.40.

9. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of one Crafcoc, 250 Gallon, **Melter Applicator** from **Denver Industrial Sales & Service Company**, Denver, CO, to be used in the Streets Division of the Public Services Department, in the Amount of \$64,670.
2. Acknowledging **Receipt of Financial Interest Disclosures.**
3. **Reject Bids** for the **Pratt Tank Renovations Project.**
4. **Reject Bids** for the **Redesigned Mike Sedar Pool Project.**

10. COMMUNICATIONS

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

12. ADJOURN INTO EXECUTIVE SESSION

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**ZONING CLASSIFICATIONS**

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
February 18, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, February 18, 2014.

Present: Councilmen Bertoglio, Goodenough, Hedquist, Hopkins, Powell, Sandoval, and Schlager. Absent: Councilman Cathey and Mayor Meyer.

In the Mayor Meyer’s absence, Mayor Pro Tem Powell assumed the chair and called the meeting to order.

Moved by Councilman Sandoval, seconded by Councilman Hopkins, to, by minute action, excuse the absence of Councilman Cathey and Mayor Meyer. Passed.

Mayor Pro Tem Powell led the audience in the Pledge of Allegiance.

Moved by Councilman Schlager, seconded by Councilman Sandoval, to, by minute action, approve the minutes of the February 4, 2014, regular Council meeting, as published in the Casper-Star Tribune on February 14, 2014. Councilman Hedquist abstained. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, approve payment of the February 18, 2014, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction. Passed.

Bills & Claims  
02/18/14

1stData	SRVC	\$6,375.10
5TrailsRotary	Dues	\$325.00
71Constr	SRVC	\$464.80
A. Montes	Reimb	\$80.08
Adecco	SRVC	\$1,388.05
Airgas	Supp	\$337.29
AMBI	Mailing	\$2,983.42
AmerEagle	SRVC	\$6,009.49
Amerigas	Supp	\$7,281.60
AmerLinen	Laundry	\$1,543.72
AtlanticElec	SRVC	\$2,643.67
Bamboo	Refund	\$80.00
Bank of America	Goods&Supplies	\$272,511.20
Balefill	SRVC	\$51,737.00
BradHall	Supp	\$581.27
C. Bradford	SRVC	\$29,834.16
C. Hetzman	Refund	\$250.00
CATC	Funds	\$201,681.00

CIA	Funds	\$1,190.00
CityTowing	Towing	\$75.00
CollectionCtr	SRVC	\$143.83
CMITeco	Supp	\$517.25
CmptrPros	Supp	\$1,052.95
Comtronix	SRVC	\$1,271.32
CntrlWyHome	Dues	\$370.00
CntrlWyRgnWtr	SRVC	\$240,422.92
Cntrylnk	SRVC	\$14,796.40
CocaCola	Supp	\$10.00
CommTech	Supp	\$6,756.75
Condrey&Assoc	SRVC	\$9,750.00
CPU	SRVC	\$108.64
CrimeSceneInfo	SRVC	\$86.25
CarolinaSftwr	Supp	\$700.00
CasperAreaChamber	Funds	\$85,500.00
D. Wood	Refund	\$30.00
DaveLoden	SRVC	\$76,314.75
DeltaDental	Claims	\$37,465.91
Diebold	Supp	\$514.00
DsrtMtnCorp	Supp	\$97,214.99
Ecolab	Supp	\$87.80
EnrgyLab	SRVC	\$1,917.00
F. Bustard	Reimb	\$565.32
F. Hyatt	Reimb	\$75.00
F. Moore	Reimb	\$75.00
F. Tremel	Reimb	\$14.10
FehrPeers	SRVC	\$10,078.76
FIB	Supp	\$5,956.60
FischerBodyShop	SRVC	\$1,833.37
FoodSvcs	Supp	\$1,872.54
GBS	SRVC	\$1,000.00
Granicus	SRVC	\$725.00
HPCo.	Software	\$2,734.26
HumanSvcsComm	Funds	\$72,791.50
InKindSvc	Funds	\$750.00
ITCElect	Supp	\$1,959.50
J. Kollmann	Reimb	\$48.99
JKC	SRVC	\$1,250.50
JTL	SRVC	\$524.94
K. Byer	Reimb	\$75.00
K. Crowell	Reimb	\$155.00
Kone	SRVC	\$2,461.00
KTWO	Ad	\$400.00
Lamar	Ads	\$1,350.00
LaborReadyCentral	Supp	\$1,142.93
Long	SRVC	\$3,747.58

M. Bryce	Refund	\$7.84
Manpower	SRVC	\$1,279.68
Mastercard	SRVC	\$1,802.54
MichaelsConstr	SRVC	\$10,031.24
Microsoft	Subscrip	\$1,932.00
MotionInd	Supp	\$1,225.52
MrsnMairele	SRVC	\$56,366.34
NatAssocPolice	Dues	\$400.00
NCClerk	SRVC	\$90.00
NewDawnTech	SRVC	\$23,470.00
Norco	Supp	\$1,148.72
NtlDvlpmntCncil	SRVC	\$833.33
OverheadDoor	Supp	\$1,288.50
P. Abrams	Reimb	\$94.00
Paciolan	SRVC	\$2,754.80
ParkStreetLaw	SRVC	\$9,127.50
Pepsi	Supp	\$5,353.45
PhippsConst	SRVC	\$70,950.00
PreservationSol	SRVC	\$6,000.00
PostalPro	SRVC	\$20,009.29
PurchAdv	Supp	\$11.78
Qqest	SRVC	\$9,258.94
QualityOfficeSol	Supp	\$261.39
R. Constantino	Reimb	\$100.00
R. Young	Reimb	\$84.80
S. Anderson	Refund	\$31.01
S. Johnson	Refund	\$47.44
S. McGrath	Reimb	\$189.18
S. Orszulak	Reimb	\$56.99
S. Plymale	Refund	\$43.35
SalvationArmy	Refund	\$20.00
SafetyKln	SRVC	\$6,019.73
SpartanERV	Equip	\$899,972.00
StarTribune	Ads	\$665.64
SuperSuds	SRVC	\$109.35
Sysco	Supp	\$7,663.57
Telvue	SRVC	\$9,890.00
TetraTech	SRVC	\$1,027.00
TireDist	Rep	\$681.25
TopOff	SRVC	\$233.72
Tribcsp.com	SRVC	\$45,015.00
UPS	Shipping	\$199.45
UpwardHoldings	Refund	\$300.00
UtilBillSol	SRVC	\$2,714.80
Verizon	SRVC	\$162.02
VermeerSales	Supp	\$597.41
WAhrndt	Reimb	\$99.85

WilliamsPorterDay	SRVC	\$200.00
WirelessAdvncd	Supp	\$5,534.48
WolfGang	SRVC	\$3,833.33
WrightBrthrs	SRVC	\$111,105.14
WesternPlnsEng	Supp	\$2,817.50
WesternWtrCons	SRVC	\$21,833.18
WYAssocHousing&Redev	Seminar	\$75.00
WYDeptAgriculture	Lic	\$25.00
WYDeptEmp	SRVC	\$3,135.02
WYDeptRev	Tax	\$5,279.20
WYDOT	SRVC	\$2,433.48
WyoPass	Supp	\$550.00
WyStateFrmensAssoc	Dues	\$50.00
		\$2,630,481.25

Fire Payroll		160,448.46
Benefits & Deductions		26,024.79
City Payroll		1,141,940.70
Benefits & Deductions		198,703.90
Fire Payroll		151,958.63
Benefits & Deductions		28,524.13
Exceptions		30,930.01
Benefits & Deductions		3,797.45
City Payroll		1,181,756.07
Benefits & Deductions		216,142.15
	Total Payroll	3,140,226.29

Additional AP  
Bank of America \$5,220.61

Moved by Councilman Bertoglio, seconded by Councilman Hedquist, to, by minute action: establish March 18, 2014 as the Public Hearing Date for Consideration of Sale of City-Owned Property at 321 West Midwest Avenue, Casper, Wyoming. Passed.

Mayor Pro Tem Powell opened the public hearing for the consideration of the annual renewal of liquor licenses for year April 1, 2014 through March 31, 2015.

Deputy City Attorney Chambers entered three (3) exhibits and City Manager Patterson provided a brief report.

Speaking in support was Richard Bratton, 6231 South Walnut Street.

There being no others to speak for or against the issues involving the annual renewal of liquor licenses, the public hearing was closed.

Moved by Councilman Hopkins, seconded by Councilman Schlager, to, by minute action, authorize the renewal of liquor licenses. Passed.

Moved by Councilman Schlager, seconded by Councilman Hedquist, to, by minute action, cancel the public hearing for the annexation of the Saddle Brook Valley Addition. Passed.

Following ordinance read:

ORDINANCE NO. 5 -14  
AN ORDINANCE APPROVING A ZONE CHANGE  
FOR LOT 1, AND TRACT A OF THE BETTY LUKER  
PARKWAY CAMPUS, LOT 1 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 HM (Hospital Medical) to C -2 (General Business); and,

WHEREAS, after a public hearing on December 12, 2013, 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 and Tract A of the Betty Luker Parkway Campus, Lot 1 Addition, more commonly known as 5725 Highland Drive, is hereby rezoned from zoning classification, HM (Hospital Medical) to C -2 (General 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 21<sup>st</sup> day of January, 2014.

PASSED on 2nd reading the 4<sup>th</sup> day of February, 2014

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> and final reading the 14<sup>th</sup> day of February, 2014.

Councilman Bertoglio presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Hopkins. Passed.

Following resolution read:

RESOLUTION NO. 14-32  
A RESOLUTION EXTENDING THE FRANCHISE  
AGREEMENT BETWEEN CHARTER  
COMMUNICATIONS AND THE CITY OF CASPER  
FROM FEBRUARY 20, 2007 TO AUGUST 27, 2014.

Councilman Hedquist presented the foregoing resolution for adoption. Seconded by Councilman Bertoglio.

City Manager Patterson provided a brief report.

Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-30

A RESOLUTION ACCEPTING A GRANT FROM WYOMING STATE FORESTRY DIVISION.

RESOLUTION NO. 14-31

A RESOLUTION AUTHORIZING AMENDMENT WITH THE CITY OF CASPER'S HEALTH BENEFIT PLAN, CNIC HEALTH SOLUTIONS, INC. (CNIC), FOR AUTOMATED CLEARING HOUSE ("ACH") PAYMENTS AS REQUIRED BY LAW PER HEALTHCARE REFORM

RESOLUTION NO. 14-33

A RESOLUTION RESCINDING RESOLUTION NO. 04-162 AND ESTABLISHING FEES FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) AND ENGINEERING PRODUCTS AND SERVICES.

RESOLUTION NO. 14-34

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SUMMIT ELECTRIC, FOR THE CASPER EVENTS CENTER ARENA LIGHTING RETROFIT.

RESOLUTION NO. 14-35

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SUPERIOR STRUCTURES, INC., FOR THE CATC IMPROVEMENTS, PROJECT 13-62.

RESOLUTION NO. 14-36

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR ENGINEERING SERVICES FOR THE ASSESSMENT OF CORRECTIVE MEASURES SUPPORT SERVICES.

RESOLUTION NO. 14-37

A RESOLUTION SUPPORTING SUBMISSION OF AN APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A MINERAL ROYALTY GRANT ON BEHALF OF THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR ITS BACKWASH WATER SUPPLY PROJECT IN THE AMOUNT OF \$1,094,000.

RESOLUTION NO. 14-38

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, ZEPHYR ESTATES- PHASE 1, LOTS 1, 2, 3 AND 4, A SUBDIVISION OF PORTIONS OF THE W1/2, SW1/4 SW1/4NE1/4, AND THE W1/2 W1/2 SE1/4 OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.

RESOLUTION NO. 14-39

A RESOLUTION APPROVING A SITE PLAN FOR THE ROOSEVELT HIGH SCHOOL AND CAPS (CENTER FOR PROFESSIONAL STUDIES) SCHOOL FACILITY; AND THE ASSOCIATED SITE PLAN AGREEMENT.

Councilman Hedquist presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Bertoglio. A vote on the resolution resulted in all ayes, except Councilmen Goodenough and Sandoval voted nay on Resolution No. 14-38.

Individuals addressing the Council were: Bob Ide, 3838 Garden Creek Road; Isaiah Rodolph, 3522 East 23<sup>rd</sup> Street; Ron Strang, 6461 Timberline Court; and Woody Giles, 290 Magnolia.

Mayor Pro Tem Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, February 25, 2014, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 4, 2014, in the Council Chambers.

Moved by Councilman Hopkins, seconded by Councilman Hedquist, to, by minute action adjourn. Councilman Goodenough voted nay. Passed.

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

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charlie Powell  
Mayor Pro Tem

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

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

14-02-091 POSTAGE	\$39.54		
	<b>\$39.54</b>	Subtotal for Dept.	Casper Events Center
14-02-086 POSTAGE	\$5.85		
	<b>\$5.85</b>	Subtotal for Dept.	City Attorney
14-01-453 POSTAGE	\$0.55		
	<b>\$0.55</b>	Subtotal for Dept.	Council
14-02-092 POSTAGE	\$332.66		
13-11-401 POSTAGE	\$1,200.78		
	<b>\$1,533.44</b>	Subtotal for Dept.	Finance
14-02-093 POSTAGE	\$5.42		
	<b>\$5.42</b>	Subtotal for Dept.	Fire
14-01-450 POSTAGE	\$3.29		
14-01-238 POSTAGE	\$0.55		
	<b>\$3.84</b>	Subtotal for Dept.	Fort Caspar
14-02-088 POSTAGE	\$1.82		
	<b>\$1.82</b>	Subtotal for Dept.	Health Insurance
14-02-099 POSTAGE	\$49.32		
	<b>\$49.32</b>	Subtotal for Dept.	Human Resources
14-02-096 POSTAGE	\$12.59		
	<b>\$12.59</b>	Subtotal for Dept.	Metro Animal
14-01-454 POSTAGE	\$88.00		
14-01-240 POSTAGE	\$213.77		
	<b>\$301.77</b>	Subtotal for Dept.	Municipal Court
14-01-466 POSTAGE	\$283.01		
14-01-246 POSTAGE	\$157.55		
14-02-102 POSTAGE	\$100.89		
	<b>\$541.45</b>	Subtotal for Dept.	Police
14-01-455 POSTAGE	\$17.44		
	<b>\$17.44</b>	Subtotal for Dept.	Police Grants
14-02-101 POSTAGE	\$17.69		
	<b>\$17.69</b>	Subtotal for Dept.	Property & Liability Insurance
14-01-462 POSTAGE	\$24.58		
	<b>\$24.58</b>	Subtotal for Dept.	Sewer
14-01-462 POSTAGE	\$43.04		
14-01-244 POSTAGE	\$11.05		
	<b>\$54.09</b>	Subtotal for Dept.	Waste Water
	<b>\$2,609.39</b>	Subtotal for Vendor	

## ACE SANDBLASTING & COATING

WWTP1427509 RAS PUMP BLAST,PRIME,RECOAT

\$1,600.00			
<b>\$1,600.00</b>	Subtotal for Dept.	Waste Water	
<b>\$1,600.00</b>	Subtotal for Vendor		

## ADBAY.COM

6213 CASPER COMMUNITY BRANDING PROJ

\$297.50			
<b>\$297.50</b>	Subtotal for Dept.	Council	
<b>\$297.50</b>	Subtotal for Vendor		

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

## AMERICAN LINEN, INC.

LCAS839032 LAUNDRY	\$1.90		
LCAS839032 LAUNDRY	\$59.71		
	<b>\$61.61</b>	<b>Subtotal for Dept.</b>	Balefill
LCAS839032 MATS	\$44.96		
	<b>\$44.96</b>	<b>Subtotal for Dept.</b>	Buildings And Grounds
LCAS841186 LAUNDRY	\$58.90		
LCAS839663 LAUNDRY	\$50.25		
LCAS839438 LAUNDRY	\$29.80		
	<b>\$138.95</b>	<b>Subtotal for Dept.</b>	Casper Events Center
LCAS839032 LAUNDRY	\$11.90		
	<b>\$11.90</b>	<b>Subtotal for Dept.</b>	Refuse Collection
	<b>\$257.42</b>	<b>Subtotal for Vendor</b>	

## AMERICAN TITLE AGENCY, INC.

80-107362 O & E REPORT	\$85.00		
	<b>\$85.00</b>	<b>Subtotal for Dept.</b>	Council
80-107569 O & E REPORT	\$85.00		
80-107568 O & E REPORT	\$85.00		
	<b>\$170.00</b>	<b>Subtotal for Dept.</b>	Planning
	<b>\$255.00</b>	<b>Subtotal for Vendor</b>	

## AMERIGAS - CASPER

50650727 PROPANE	\$76.43		
	<b>\$76.43</b>	<b>Subtotal for Dept.</b>	Casper Events Center
3025540629 PROPANE	\$4,166.86		
	<b>\$4,166.86</b>	<b>Subtotal for Dept.</b>	Hogadon
	<b>\$4,243.29</b>	<b>Subtotal for Vendor</b>	

## ANTHONY BOYLE

RIN0023406 TRAVEL EXPENSES	\$360.09		
	<b>\$360.09</b>	<b>Subtotal for Dept.</b>	Fire
	<b>\$360.09</b>	<b>Subtotal for Vendor</b>	

## APPALOOSA BROADCASTING CO. INC.

IN-114011794 ADS	\$165.00		
IN-114011796 ADS	\$72.00		
	<b>\$237.00</b>	<b>Subtotal for Dept.</b>	Hogadon
	<b>\$237.00</b>	<b>Subtotal for Vendor</b>	

## ARCADIS U.S., INC.

0572611 ENGINEERING SERVICES CASPER	\$2,516.46		
	<b>\$2,516.46</b>	<b>Subtotal for Dept.</b>	Garage
0572609 ENGINEERING SERVICES	\$600.00		
0572606 HEADWORKS BUILDING SCREEN	\$3,730.60		
	<b>\$4,330.60</b>	<b>Subtotal for Dept.</b>	Waste Water
	<b>\$6,847.06</b>	<b>Subtotal for Vendor</b>	

## ARROWHEAD, INC.

3068 HVAC MAINTENANCE	\$180.00		
	<b>\$180.00</b>	<b>Subtotal for Dept.</b>	Balefill

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

**\$180.00** Subtotal for Vendor

## AT&T

RIN0023345 LONG DISTANCE SERVICE

\$35.35

**\$35.35** Subtotal for Dept. Communications Center

**\$35.35** Subtotal for Vendor

## ATLANTIC ELECTRIC, INC.

4978 RETAINAGE

(\$46.18)

**(\$46.18)** Subtotal for Dept. General Fund

4981 MOBILE DATA POINT REPAIR

\$170.00

**\$170.00** Subtotal for Dept. Police

4987 TRUCK BARN DOOR REPAIR

\$264.96

**\$264.96** Subtotal for Dept. Refuse Collection

4978 2013-14 LUMINAIRE SERVICES

\$461.84

**\$461.84** Subtotal for Dept. Traffic

**\$850.62** Subtotal for Vendor

## BALEFILL

1339/110212 SANITATION

\$262.65

1339/110046 SANITATION

\$340.10

**\$602.75** Subtotal for Dept. Casper Events Center

247/110347 SANITATION

\$63.00

247/110124 SANITATION

\$15.00

247/110288 SANITATION

\$15.00

247/110168 SANITATION

\$15.00

**\$108.00** Subtotal for Dept. Parks

2772/110308 SANITATION

\$5,400.15

2772/110069 SANITATION

\$3,993.75

2772/110140 SANITATION

\$4,293.60

2772/110162 SANITATION

\$4,159.80

2772/110090 SANITATION

\$4,683.60

2772110011-110029 SANITATION

\$29,994.45

2772/110339 SANITATION

\$4,819.50

2772/110225 SANITATION

\$9,794.40

2772/110120 SANITATION

\$4,423.50

2772/110274 SANITATION

\$5,607.45

2772/110051 SANITATION

\$4,088.40

**\$81,258.60** Subtotal for Dept. Refuse Collection

1276/110091 SANITATION

\$144.45

1276/110276 SANITATION

\$181.80

1276/110070 SANITATION

\$15.00

**\$341.25** Subtotal for Dept. Waste Water

4361/110118 SLUG REMOVAL

\$2,907.75

4361/110161 SLUG REMOVAL

\$2,811.50

4361/110139 SLUG REMOVAL

\$2,960.00

4361/110089 SLUG REMOVAL

\$2,000.50

**\$10,679.75** Subtotal for Dept. Water Treatment Plant

**\$92,990.35** Subtotal for Vendor

## BASF CORP.

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

133464683 ZETAG 7593 DRY POLYMER

\$9,678.04  
**\$9,678.04** Subtotal for Dept. Waste Water  
**\$9,678.04** Subtotal for Vendor

## BECKMAN, JOSH

0021605081 DEPOSIT/CREDIT REFUND

\$17.38  
**\$17.38** Subtotal for Dept. Water  
**\$17.38** Subtotal for Vendor

## BOB HOPKINS

RIN0023405 TRAVEL EXPENSES

\$296.65  
**\$296.65** Subtotal for Dept. Council  
**\$296.65** Subtotal for Vendor

## BOURDEAU, PARKER

0021605076 DEPOSIT/CREDIT REFUND

\$57.69  
**\$57.69** Subtotal for Dept. Water  
**\$57.69** Subtotal for Vendor

## BULLWHIP CATERING

12-14-1325 EMPLOYEE SERVICE AWARD LUNCH

\$2,711.13  
**\$2,711.13** Subtotal for Dept. Human Resources  
**\$2,711.13** Subtotal for Vendor

## CAMPBELL, SCOTT

0021605073 DEPOSIT/CREDIT REFUND

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

## CARBONHOUSE

CH0131 FINAL WEBSITE DEVELOPMENT

\$8,000.00  
**\$8,000.00** Subtotal for Dept. Casper Events Center  
**\$8,000.00** Subtotal for Vendor

## CASELLE, INC.

55389 CONTRACT SUPPORT & MAINTENANCE

\$125.00  
**\$125.00** Subtotal for Dept. Finance  
**\$125.00** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

RIN0023400 THE BUS CITY INVOICE JAN 2014  
RIN0023398 BUS 1% INVOICE FOR JAN 2014  
RIN0023399 CATC CITY INVOICE FOR JAN 2014  
RIN0023397 CATC 1% INVOICE FOR JAN 2014  
RIN0023396 FTA CATC INVOICE FOR JAN 2014  
RIN0023395 FTA BUS INVOICE FOR JAN 2014

\$18,838.00  
\$7,053.00  
\$31,342.00  
\$2,421.00  
\$35,427.00  
\$25,601.00  
**\$120,682.00** Subtotal for Dept. C.A.T.C.  
**\$120,682.00** Subtotal for Vendor

## CASPER EVENTS CENTER

109799 OSHA TRAINING  
109800 OSHA TRAINING

\$308.37  
\$60.62  
**\$368.99** Subtotal for Dept. Balefill

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

109800 OSHA TRAINING	\$30.31		
	<b>\$30.31</b>	Subtotal for Dept.	Buildings And Grounds
109800 OSHA TRAINING	\$121.25		
	<b>\$121.25</b>	Subtotal for Dept.	Engineering
109800 OSHA TRAINING	\$121.25		
	<b>\$121.25</b>	Subtotal for Dept.	Parks
110294 AWARDS CEREMONY RECEPTION	\$666.00		
	<b>\$666.00</b>	Subtotal for Dept.	Police
109799 OSHA TRAINING	\$44.05		
	<b>\$44.05</b>	Subtotal for Dept.	Property & Liability Insurance
109800 OSHA TRAINING	\$60.62		
	<b>\$60.62</b>	Subtotal for Dept.	Refuse Collection
109800 OSHA TRAINING	\$30.31		
	<b>\$30.31</b>	Subtotal for Dept.	Sewer
109800 OSHA TRAINING	\$151.56		
	<b>\$151.56</b>	Subtotal for Dept.	Streets
109799 OSHA TRAINING	\$176.21		
	<b>\$176.21</b>	Subtotal for Dept.	Waste Water
109800 OSHA TRAINING	\$121.25		
109799 OSHA TRAINING	\$44.05		
	<b>\$165.30</b>	Subtotal for Dept.	Water
109799 OSHA TRAINING	\$132.16		
	<b>\$132.16</b>	Subtotal for Dept.	Water Treatment Plant
	<b>\$2,068.01</b>	Subtotal for Vendor	

## CASPER STAR TRIBUNE - LEGAL ADS ONLY

976368 ADS	\$1,132.40		
976510 ADS	\$415.20		
976917 ADS	\$62.94		
977033 ADS	\$111.54		
	<b>\$1,722.08</b>	Subtotal for Dept.	Finance
977029 ADS	\$84.55		
	<b>\$84.55</b>	Subtotal for Dept.	Planning
	<b>\$1,806.63</b>	Subtotal for Vendor	

## CASPER STAR-TRIBUNE, INC.

RIN0023336 ADS	\$1,548.00		
	<b>\$1,548.00</b>	Subtotal for Dept.	Casper Events Center
	<b>\$1,548.00</b>	Subtotal for Vendor	

## CENTURYLINK

RIN0023367 PHONE USE	\$41.06		
RIN0023371 PHONE USE	\$38.19		
RIN0023367 PHONE USE	\$73.22		
	<b>\$152.47</b>	Subtotal for Dept.	Casper Events Center
RIN0023339 PHONE USE	\$38.86		
	<b>\$38.86</b>	Subtotal for Dept.	Cemetery
RIN0023339 PHONE USE	\$73.98		
RIN0023363 PHONE USE	\$63.13		

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

	<b>\$137.11</b>	<b>Subtotal for Dept.</b>	City Hall
RIN0023367 PHONE USE	\$82.16		
RIN0023363 PHONE USE	\$64.82		
	<b>\$146.98</b>	<b>Subtotal for Dept.</b>	Communications Center
RIN0023367 PHONE USE	\$36.99		
	<b>\$36.99</b>	<b>Subtotal for Dept.</b>	Engineering
AP00005702071414 PHONE USE	\$3,275.06		
AP00013202071414 PHONE USE	\$1,652.67		
	<b>\$4,927.73</b>	<b>Subtotal for Dept.</b>	Finance
RIN0023363 PHONE USE	\$472.16		
	<b>\$472.16</b>	<b>Subtotal for Dept.</b>	Fire
RIN0023363 PHONE USE	\$154.77		
	<b>\$154.77</b>	<b>Subtotal for Dept.</b>	Metro Animal
RIN0023367 PHONE USE	\$40.78		
	<b>\$40.78</b>	<b>Subtotal for Dept.</b>	Municipal Court
RIN0023363 PHONE USE	\$61.08		
	<b>\$61.08</b>	<b>Subtotal for Dept.</b>	Parking
RIN0023367 PHONE USE	\$36.99		
	<b>\$36.99</b>	<b>Subtotal for Dept.</b>	Police
RIN0023371 PHONE USE	\$35.87		
	<b>\$35.87</b>	<b>Subtotal for Dept.</b>	Sewer
RIN0023387 PHONE USE	\$37.44		
	<b>\$37.44</b>	<b>Subtotal for Dept.</b>	Streets
RIN0023367 PHONE USE	\$44.98		
	<b>\$44.98</b>	<b>Subtotal for Dept.</b>	Traffic
RIN0023371 PHONE USE	\$37.19		
	<b>\$37.19</b>	<b>Subtotal for Dept.</b>	Waste Water
	<b>\$6,361.40</b>	<b>Subtotal for Vendor</b>	
<b>CH2M HILL, INC.</b>			
38114003137 NORTH PLATTE SANITARY SEWER	\$5,363.08		
	<b>\$5,363.08</b>	<b>Subtotal for Dept.</b>	Waste Water
	<b>\$5,363.08</b>	<b>Subtotal for Vendor</b>	
<b>CHARLES SIMONS</b>			
RIN0023410 TRAVEL EXPENSES	\$37.00		
	<b>\$37.00</b>	<b>Subtotal for Dept.</b>	Police
	<b>\$37.00</b>	<b>Subtotal for Vendor</b>	
<b>CHARTER</b>			
RIN0023381 INTERNET SERVICE	\$11.20		
	<b>\$11.20</b>	<b>Subtotal for Dept.</b>	Balefill
RIN0023381 INTERNET SERVICE	\$29.88		
	<b>\$29.88</b>	<b>Subtotal for Dept.</b>	Casper Events Center
RIN0023381 INTERNET SERVICE	\$9.34		
	<b>\$9.34</b>	<b>Subtotal for Dept.</b>	City Attorney
RIN0023381 INTERNET SERVICE	\$9.36		
	<b>\$9.36</b>	<b>Subtotal for Dept.</b>	City Manager
RIN0023381 INTERNET SERVICE	\$14.94		

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

		<b>\$14.94</b>	Subtotal for Dept.	Code Enforcement
RIN0023381	INTERNET SERVICE	\$16.80		
		<b>\$16.80</b>	Subtotal for Dept.	Council
RIN0023381	INTERNET SERVICE	\$24.27		
		<b>\$24.27</b>	Subtotal for Dept.	Engineering
RIN0023381	INTERNET SERVICE	\$37.34		
		<b>\$37.34</b>	Subtotal for Dept.	Finance
RIN0023381	INTERNET SERVICE	\$37.34		
		<b>\$37.34</b>	Subtotal for Dept.	Fire
RIN0023381	INTERNET SERVICE	\$1.87		
		<b>\$1.87</b>	Subtotal for Dept.	Fort Caspar
RIN0023381	INTERNET SERVICE	\$11.20		
		<b>\$11.20</b>	Subtotal for Dept.	Garage
RIN0023381	INTERNET SERVICE	\$1.87		
		<b>\$1.87</b>	Subtotal for Dept.	Golf Course
RIN0023381	INTERNET SERVICE	\$5.60		
		<b>\$5.60</b>	Subtotal for Dept.	Hogadon
RIN0023381	INTERNET SERVICE	\$14.94		
		<b>\$14.94</b>	Subtotal for Dept.	Human Resources
RIN0023381	INTERNET SERVICE	\$5.60		
		<b>\$5.60</b>	Subtotal for Dept.	Ice Arena
RIN0023381	INTERNET SERVICE	\$22.41		
		<b>\$22.41</b>	Subtotal for Dept.	Information Services
RIN0023381	INTERNET SERVICE	\$18.67		
		<b>\$18.67</b>	Subtotal for Dept.	Metro Animal
RIN0023381	INTERNET SERVICE	\$0.36		
RIN0023381	INTERNET SERVICE	\$3.38		
		<b>\$3.74</b>	Subtotal for Dept.	Metropolitan Planning
RIN0023381	INTERNET SERVICE	\$11.20		
		<b>\$11.20</b>	Subtotal for Dept.	Municipal Court
RIN0023381	INTERNET SERVICE	\$16.80		
		<b>\$16.80</b>	Subtotal for Dept.	Parks
RIN0023381	INTERNET SERVICE	\$5.60		
		<b>\$5.60</b>	Subtotal for Dept.	Planning
RIN0023381	INTERNET SERVICE	\$82.16		
		<b>\$82.16</b>	Subtotal for Dept.	Police
RIN0023381	INTERNET SERVICE	\$18.67		
		<b>\$18.67</b>	Subtotal for Dept.	Recreation
RIN0023381	INTERNET SERVICE	\$3.73		
		<b>\$3.73</b>	Subtotal for Dept.	Streets
RIN0023381	INTERNET SERVICE	\$3.73		
		<b>\$3.73</b>	Subtotal for Dept.	Traffic
RIN0023381	INTERNET SERVICE	\$13.07		
		<b>\$13.07</b>	Subtotal for Dept.	Waste Water
RIN0023381	INTERNET SERVICE	\$18.67		
		<b>\$18.67</b>	Subtotal for Dept.	Water

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

**\$450.00** Subtotal for Vendor

**CHENEY, CURTIS/JENNIFER**  
0021605074 DEPOSIT/CREDIT REFUND

\$31.46  
**\$31.46** Subtotal for Dept. Water  
**\$31.46** Subtotal for Vendor

**CITY OF CASPER**  
525/109172 CEC SVC FEES FOR SEASON TIX SA

\$1,428.25  
**\$1,428.25** Subtotal for Dept. Hogadon  
\$2,764.80  
\$290.56  
\$7,070.97  
\$743.12  
**\$10,869.45** Subtotal for Dept. Metropolitan Planning  
**\$12,297.70** Subtotal for Vendor

**CIVIL ENGINEERING PROFESSIONALS, INC.**  
12-52-07 ENGINEERING SERVICES FOR THE A

\$3,860.00  
**\$3,860.00** Subtotal for Dept. City Council

13-46-06 SALT CREEK HWY/20/26 BYPASS AN

\$2,415.50  
**\$2,415.50** Subtotal for Dept. Waste Water

12-68-14 ZONE II/III POPLAR 39TH WATER  
13-12-08 PRATT II NORTH WATER STORAGE T  
12-68-14 ZONE II/III POPLAR 39TH WATER

\$510.89  
\$1,037.98  
\$251.61  
**\$1,800.48** Subtotal for Dept. Water  
**\$8,075.98** Subtotal for Vendor

**CNIC HEALTH SOLUTIONS, INC.**

RIN0023391 ADMIN FEES  
RIN0023391 STOP LOSS

\$18,193.94  
\$54,065.64  
**\$72,259.58** Subtotal for Dept. Health Insurance  
**\$72,259.58** Subtotal for Vendor

**COCA COLA BOTTLING CO. HIGH COUNTRY**  
1159398 DRINKING WATER

\$45.50  
**\$45.50** Subtotal for Dept. Balefill  
**\$45.50** Subtotal for Vendor

**COLLECTION CENTER INC.**  
974300000191 COLLECTION FEES

\$20.44  
**\$20.44** Subtotal for Dept. Code Enforcement

974300000191 COLLECTION FEES

\$7.56  
**\$7.56** Subtotal for Dept. Finance

972000000245 COLLECTION FEES

\$152.87  
**\$152.87** Subtotal for Dept. Refuse Collection

972000000245 COLLECTION FEES

\$139.59  
**\$139.59** Subtotal for Dept. Sewer

972000000245 COLLECTION FEES

\$372.22  
**\$372.22** Subtotal for Dept. Water  
**\$692.68** Subtotal for Vendor

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

## COMMUNICATION TECHNOLOGIES, INC.

69416 RADIO REPAIR	\$98.00	
69411 RADIO MAINT	\$49.00	
68892 RADIO REPAIR	\$426.00	
69418 RADIO REPAIR	\$49.00	
69269 REPAIR	\$196.00	
69433 RADIO REPAIR	\$49.00	
69265 RADIO MAIN	\$98.00	
69268 REPAIRS	\$98.00	
69259 RADIO REPAIR	\$49.00	
69414 VEHICLE STRIP	\$196.00	
69432 RADIO REPAIR	\$49.00	
69415 RADIO REPAIR	\$49.00	
	<b>\$1,406.00</b>	<b>Subtotal for Dept. Police</b>
69263 EQUIP INSTALL	\$4,000.00	
69262 COMPLETE INSTALL	\$4,000.00	
69261 COMPLETE INSTALL	\$4,000.00	
	<b>\$12,000.00</b>	<b>Subtotal for Dept. Police Dept</b>
	<b>\$13,406.00</b>	<b>Subtotal for Vendor</b>

## COMPUTER PROS. UNLIMITED

INV098747 TECH SVC FOR PRINTER ERRORS	\$105.00	
	<b>\$105.00</b>	<b>Subtotal for Dept. Casper Events Center</b>
INV098777 PRINTER REPAIR	\$471.86	
	<b>\$471.86</b>	<b>Subtotal for Dept. Police</b>
	<b>\$576.86</b>	<b>Subtotal for Vendor</b>

## COWART, CHELSEY

0021549406 DEPOSIT/CREDIT REFUND	\$56.23	
	<b>\$56.23</b>	<b>Subtotal for Dept. Water</b>
	<b>\$56.23</b>	<b>Subtotal for Vendor</b>

## DALE BUCKINGHAM ARCHITECTS

1871 ARCH/ENGINEERING AND CA FOR MU	\$11,872.47	
	<b>\$11,872.47</b>	<b>Subtotal for Dept. Golf Course</b>
	<b>\$11,872.47</b>	<b>Subtotal for Vendor</b>

## DAVIDSON FIXED INCOME MGMT.

CM5596 FIXED INCOME MANAGEMENT FEES	\$6,809.13	
	<b>\$6,809.13</b>	<b>Subtotal for Dept. Finance</b>
	<b>\$6,809.13</b>	<b>Subtotal for Vendor</b>

## DELUXE BUSINESS CHECKS AND SOLUTIONS

68504223 CHECKS	\$85.09	
	<b>\$85.09</b>	<b>Subtotal for Dept. Finance</b>
	<b>\$85.09</b>	<b>Subtotal for Vendor</b>

## DESERT MTN. CORP.

13-32357 ICE SLICER	\$4,583.83	
13-32356 ICE SLICER	\$5,542.88	
13-32358 ICE SLICER	\$4,513.87	
13-32359 ICE SLICER	\$5,674.05	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14  
13-32360 ICE SLICER

\$5,738.17  
**\$26,052.80** Subtotal for Dept. Streets  
**\$26,052.80** Subtotal for Vendor

**DIANA RUIZ**  
RIN0023373 INTERPRETER

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

**DIXON & DIXON, LLP.**  
RIN0023411 REISSUE CK 112101 BANK 1

\$160.82  
**\$160.82** Subtotal for Dept. Council  
**\$160.82** Subtotal for Vendor

**DPC INDUSTRIES, INC.**  
727000021-14 SODIUM HYPO

\$5,426.36  
**\$5,426.36** Subtotal for Dept. Water Treatment Plant  
**\$5,426.36** Subtotal for Vendor

**EADS, LOGAN**  
0021605077 DEPOSIT/CREDIT REFUND

\$50.66  
**\$50.66** Subtotal for Dept. Water  
**\$50.66** Subtotal for Vendor

**ECOLAB PEST ELIMINATION DIV., INC.**  
3660703 COCKROACH PROGRAM  
3660704 COCKROACH/RODENT PROGRAM

\$72.45  
\$195.50  
**\$267.95** Subtotal for Dept. Casper Events Center  
**\$267.95** Subtotal for Vendor

**EMPLOYMENT HEALTH SERVICE**  
0021549413 DEPOSIT/CREDIT REFUND

\$115.97  
**\$115.97** Subtotal for Dept. Water  
**\$115.97** Subtotal for Vendor

**ENGEL, DEBBIE/RANDY**  
0021549404 DEPOSIT/CREDIT REFUND

\$46.66  
**\$46.66** Subtotal for Dept. Water  
**\$46.66** Subtotal for Vendor

**ERIC WALTERS**  
RIN0023346 TUITION REIMBURSEMENT

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

**FIRST DATA MERCHANT SVCS CORP.**  
REMI924197 CREDIT CARD FEES

\$1,139.23  
**\$1,139.23** Subtotal for Dept. Hogadon

REMI924198 CREDIT CARD FEES

\$62.03  
**\$62.03** Subtotal for Dept. Metro Animal

REMI924199 CREDIT CARD FEES

\$417.41  
**\$417.41** Subtotal for Dept. Municipal Court

REMI899237 CREDIT CARD FEES

\$1,937.24

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

REMI924193 CREDIT CARD FEES  
REMI932210 CREDIT CARD FEES

\$1,454.51  
\$1,832.16  
**\$5,223.91** Subtotal for Dept. Water  
**\$6,842.58** Subtotal for Vendor

**FIRST INTERSTATE BANK**  
RIN002335 LOCKBOX FEES

\$2,357.96  
**\$2,357.96** Subtotal for Dept. Finance  
**\$2,357.96** Subtotal for Vendor

**FIRST INTERSTATE BANK - PETTY CASH**  
RIN0023350 PETTY CASH

\$18.79  
**\$18.79** Subtotal for Dept. Recreation

RIN0023377 PETTY CASH

\$120.00  
**\$120.00** Subtotal for Dept. Municipal Court  
**\$138.79** Subtotal for Vendor

**FLEUR TREMEL**  
RIN0023408 TRAVEL EXPENSES

\$233.75  
**\$233.75** Subtotal for Dept. City Manager  
**\$233.75** Subtotal for Vendor

**FOOD SVCS OF AMERICA**  
4612353 CONCESSION SUPPLIES  
4612353 OPERATING SUPPLIES-CATERING

\$1,930.33  
\$689.25  
**\$2,619.58** Subtotal for Dept. Casper Events Center  
**\$2,619.58** Subtotal for Vendor

**GARCIA, ROBIN**  
0021605078 DEPOSIT/CREDIT REFUND

\$51.12  
**\$51.12** Subtotal for Dept. Water  
**\$51.12** Subtotal for Vendor

**GISNNINO, BRETT**  
0021549409 DEPOSIT/CREDIT REFUND

\$29.86  
**\$29.86** Subtotal for Dept. Water  
**\$29.86** Subtotal for Vendor

**GOLDER ASSOCIATES**  
372685 BIOSOLIDS COMPOSTING/UNLINE C&  
372695 ASSESSMENT OF CORRECTIVE MEASU

\$1,529.00  
\$455.18  
**\$1,984.18** Subtotal for Dept. Balefill  
**\$1,984.18** Subtotal for Vendor

**GRANICUS, INC.**  
52349 MAINTENANCE

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

**GRIZZLY EXCAVATING & CONST. LLC.**  
RIN0023337 RETAIN REL 2013 MIS WAT PH I

\$6,504.35  
**\$6,504.35** Subtotal for Dept. Sewer

RIN0023337 RETAIN REL 2013 MIS WAT PH I

\$26,693.58

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

**\$26,693.58** Subtotal for Dept. Water  
**\$33,197.93** Subtotal for Vendor

## GSG ARCHITECTURE

17503 FIRE STATION 2 REPLACEMENT DES

\$6,725.75

**\$6,725.75** Subtotal for Dept. Fire

17492 DESIGN OF SOLID WASTE SANITATI

\$7,180.00

**\$7,180.00** Subtotal for Dept. Refuse Collection

**\$13,905.75** Subtotal for Vendor

## HDR ENGINEERING, INC.

00406712-H ON-GOING STUDIES, TASKS AND

\$3,331.74

**\$3,331.74** Subtotal for Dept. Water

**\$3,331.74** Subtotal for Vendor

## HEWLETT PACKARD

53859802 PRINTER TRAY REPLACE

\$477.26

53832313 REPLACEMENT COMPUTER/NELSON

\$1,019.98

**\$1,497.24** Subtotal for Dept. Police

**\$1,497.24** Subtotal for Vendor

## HOMAX OIL SALES, INC.

227701B-IN FUEL

\$29,155.94

227701B-IN DIFF UNL PRICE

\$1.01

0227230-IN HYDRAULIC OIL, DRUM

\$551.30

227700B-IN FUEL

\$369.90

227700B-IN FUEL

\$34,325.86

0224982-IN FUEL

\$36,523.32

0224982-IN FUEL

\$376.95

0226635-IN DEF, BLUE 2.5 GAL

\$660.80

0224979-IN FUEL

\$32,432.60

0224982-IN FUEL

\$406.89

0224982-IN FUEL

\$165.02

227700B-IN FUEL

\$359.00

**\$135,328.59** Subtotal for Dept. Garage

0224944-IN FUEL

\$8,697.97

**\$8,697.97** Subtotal for Dept. Hogadon

CL52168 FUEL

\$1,982.94

CL52167 FUEL

\$7,520.34

**\$9,503.28** Subtotal for Dept. Water

**\$153,529.84** Subtotal for Vendor

## INFORMATION SYSTEMS CONSULTING, INC.

SIN004862 TECHNOLOGY

\$1,880.00

**\$1,880.00** Subtotal for Dept. City Manager

SIN004988 REPLACEMENT PHONE BASE

\$43.00

SIN004745 ACCESS POINT AT GARAGE

\$928.07

**\$971.07** Subtotal for Dept. Police

**\$2,851.07** Subtotal for Vendor

## JACOB CHRISTENSEN

RIN0023382 TRAINING

\$263.70

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

**\$263.70** Subtotal for Dept. Information Services

**\$263.70** Subtotal for Vendor

## JASON GUNDERSON

4425 CLOTHING ALLOWANCE

\$175.00

**\$175.00** Subtotal for Dept. Police

**\$175.00** Subtotal for Vendor

## JOHN D. CHAMBERS, P.C.

RIN0023374 INTERPRETER

\$65.00

**\$65.00** Subtotal for Dept. Municipal Court

**\$65.00** Subtotal for Vendor

## JOHNSON, ERIC M

0021605079 DEPOSIT/CREDIT REFUND

0021605079 DEPOSIT/CREDIT REFUND

\$75.00

\$23.87

**\$98.87** Subtotal for Dept. Water

**\$98.87** Subtotal for Vendor

## JUSTIN SCOTT

RIN0023375 TRAVEL EXPENSES

\$308.25

**\$308.25** Subtotal for Dept. Code Enforcement

**\$308.25** Subtotal for Vendor

## KADRMAS, LEE & JACKSON

10008196 BEVERLY & 2ND STREET INTERSECT

10008196 BEVERLY & 2ND STREET INTERSECT

\$287.32

\$30.20

**\$317.52** Subtotal for Dept. Metropolitan Planning

**\$317.52** Subtotal for Vendor

## KENYNE SCHLAGER

RIN0023409 TRAVEL EXPENSES

\$223.80

**\$223.80** Subtotal for Dept. Council

**\$223.80** Subtotal for Vendor

## KIWANIS CLUB

RIN0023379 MEMBERSHIP QUARTERLY DUES

\$175.00

**\$175.00** Subtotal for Dept. Finance

**\$175.00** Subtotal for Vendor

## KOLLU, VIDYA

0021605080 DEPOSIT/CREDIT REFUND

\$36.94

**\$36.94** Subtotal for Dept. Water

**\$36.94** Subtotal for Vendor

## KRISTI CROWELL

71794093 CLOTHING ALLOWANCE

\$256.13

**\$256.13** Subtotal for Dept. Police

**\$256.13** Subtotal for Vendor

## KTWO TELEVISION

14268 ADS

\$400.00

**\$400.00** Subtotal for Dept. Hogadon

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

**\$400.00** Subtotal for Vendor

## LABOR READY CENTRAL, INC.

18028680 LABOR  
18028681 LABOR  
18028679 MAINTENANCE PERSONNEL  
18046011 MAINTENANCE PERSONNEL

\$1,053.52  
\$178.79  
\$1,417.51  
\$5,452.85

**\$8,102.67** Subtotal for Dept. Casper Events Center

**\$8,102.67** Subtotal for Vendor

## LEONARD B. MEDOFF, PH.D

RIN0023380 PHYC TESTING-ON COMING

\$225.00

**\$225.00** Subtotal for Dept. Fire

**\$225.00** Subtotal for Vendor

## LINA

RIN0023386 RETIREES LIFE INSURANCE

\$286.14

**\$286.14** Subtotal for Dept. Health Insurance

**\$286.14** Subtotal for Vendor

## MANPOWER, INC.

26715328 CASHIER, EVENT ATTENDANT

\$158.24

**\$158.24** Subtotal for Dept. Casper Events Center

**\$158.24** Subtotal for Vendor

## MORTON PLUMBING, INC.

11040 PIPING REPAIRS/LEACHFIELD

\$329.80

**\$329.80** Subtotal for Dept. Balefill

**\$329.80** Subtotal for Vendor

## MOTOROLA SOLUTIONS

78256533 MONTHLY MAIN AGREE

\$5,029.97

**\$5,029.97** Subtotal for Dept. Communications Center

**\$5,029.97** Subtotal for Vendor

## NATIONAL BENEFIT SERVICES

443148 JANUARY FSA PLAN ADMIN FEES  
442381 FSA PLAN DEBIT CARD FEES 2014

\$424.80  
\$2,250.00

**\$2,674.80** Subtotal for Dept. Health Insurance

**\$2,674.80** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

590 JANUARY JUVENILE DETENTION

\$7,500.00

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

**\$7,500.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

967111 RECORDING

\$541.00

**\$541.00** Subtotal for Dept. Planning

967111 RECORDING

\$45.00

**\$45.00** Subtotal for Dept. Water

**\$586.00** Subtotal for Vendor

## NATRONA COUNTY SCHOOL DISTRICT

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

RIN0023407 REFUND OVER PAYMENT INV#11022

\$20.00

**\$20.00** Subtotal for Dept. General Fund

**\$20.00** Subtotal for Vendor

## NELSON ENGINEERING

39879 DESIGN & C/A FORT CASPAR UNDER

\$1,049.50

**\$1,049.50** Subtotal for Dept. Fort Caspar

**\$1,049.50** Subtotal for Vendor

## NELSON, JOHN & MARCIA

0021605071 DEPOSIT/CREDIT REFUND

\$34.03

**\$34.03** Subtotal for Dept. Water

**\$34.03** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE28524 UNIFORMS

\$129.90

NE28398 UNIFORMS

\$83.95

NE28399 UNIFORMS

\$83.95

NE28061 UNIFORMS

\$129.90

NE28397 UNIFORMS

\$83.95

NE28465 UNIFORMS

\$164.85

NE28523 UNIFORMS

\$129.90

LN-291313 UNIFORMS

\$27.00

NE28412 UNIFORMS

\$9.95

NE28127 UNIFORMS

\$39.85

NE28366 UNIFORMS

\$29.95

NE28165 UNIFORMS

\$36.95

NE28172 UNIFORMS

\$63.95

NE28214 UNIFORMS

\$45.95

**\$1,060.00** Subtotal for Dept. Police

**\$1,060.00** Subtotal for Vendor

## NORTH PARK TRANSPORATION

08714602 SHIPPING - CRATE, ART

\$67.81

**\$67.81** Subtotal for Dept. Fort Caspar

**\$67.81** Subtotal for Vendor

## ONE CALL OF WY.

34347 JAN14 LOCATE TICKETS

\$135.34

**\$135.34** Subtotal for Dept. Sewer

34347 JAN14 LOCATE TICKETS

\$165.41

**\$165.41** Subtotal for Dept. Water

**\$300.75** Subtotal for Vendor

## OSBORN, SARAH

0021605075 DEPOSIT/CREDIT REFUND

\$22.73

**\$22.73** Subtotal for Dept. Water

**\$22.73** Subtotal for Vendor

## PARAMOUNT CONST. INC

RIN0023342 RETAIN REL PARAMOUNT WALL COAT

\$3,814.10

**\$3,814.10** Subtotal for Dept. Capital Projects

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

**\$3,814.10** Subtotal for Vendor

## PARK STREET LAW OFFICE

11846 LEGAL FEES

\$4,604.26

**\$4,604.26** Subtotal for Dept. Council

**\$4,604.26** Subtotal for Vendor

## P-CARD VENDORS

00008793 HAWKINS INC - Purchase	\$1,198.87	
00008896 NORCO INC - Purchase	\$145.71	
00008510 NORCO INC - Purchase	\$67.48	
00008859 RESTROOM DIRECT - Purchase	\$1,389.00	
00008488 SAMSClub #6425 - Purchase	\$35.96	
00008486 ARC SERVICES/TRAINING - Purcha	\$108.00	
	<b>\$2,945.02</b>	Subtotal for Dept. Aquatics
00008824 WW GRAINGER - Purchase	\$201.06	
00008503 SEARS ROEBUCK 2341 - Purchas	\$149.99	
00008755 MENARDS CASPER - Purchase	\$47.70	
00009017 THE HOME DEPOT 6001 - Purchase	\$52.91	
00008771 METECH, INC. - Purchase	\$2,074.72	
00008770 ARCHITECTURAL DOORS & - Purcha	\$17.00	
00008863 MENARDS CASPER - Purchase	\$34.24	
00008514 HENSLEY BATTERY & ELEC - Purch	\$180.88	
00008957 FEDEXOFFICE 00009423 - Purch	\$19.99	
00008605 WYOMING STEEL AND RECY - Purch	\$232.60	
00008913 CPU VENTURE TECH NETWO - Purch	\$39.95	
00008728 PEDENS INC. - Purchase	\$891.00	
00008724 PRAIRIE PELLA WY LLC - Purchas	\$7.11	
00008994 THE HOME DEPOT 6001 - Purchase	\$16.59	
00009039 ATLAS OFFICE PRODUCTS - Credit	(\$119.89)	
	<b>\$3,845.85</b>	Subtotal for Dept. Balefill
00008985 CRESCENT ELECTRIC 103 - Purcha	\$329.00	
00008837 CASPER WINNELSON CO - Purchase	\$44.23	
00008732 CASPER WINAIR SUPPLY C - Purch	\$22.21	
00008705 BLOEDORN LUMBER CASPER - Purch	\$55.07	
00008650 TOOLPARTSDIRECT.COM - Purchase	\$23.90	
00008573 CASPER WINNELSON CO - Purchase	\$27.58	
00008583 KNAPP SUPPLY & EQUIPME - Purch	\$160.90	
00008800 HD SUPPLY UTILITIES, L - Purch	\$16.00	
00008904 BLOEDORN LUMBER CASPER - Purch	\$24.72	
00008922 CRUM ELECTRIC SUPPLY C - Purch	\$206.43	
00008924 HD SUPPLY UTILITIES, L - Purch	\$81.37	
00009022 WW GRAINGER - Purchase	\$191.89	
00008670 DENNIS SUPPLY COMPAN - Purchas	\$29.16	
00008672 DIAMOND VOGEL PAINT #7 - Purch	\$11.36	
00008831 LONG BLDG. TECHNOLOGIE - Purch	\$367.50	
00009091 WW GRAINGER - Purchase	\$12.11	
00009076 CASPER WINNELSON CO - Purchase	\$11.85	
00009063 CRUM ELECTRIC SUPPLY C - Purch	\$39.23	
00008825 WW GRAINGER - Purchase	\$100.99	
00008571 CASPER WINNELSON CO - Purchase	\$12.26	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008929	CRUM ELECTRIC SUPPLY C - Purch	\$632.70	
00008965	CRESCENT ELECTRIC 103 - Purcha	\$31.44	
00008905	STAPLES 00114181 - Purch	\$10.00	
00009092	CRUM ELECTRIC SUPPLY C - Purch	\$93.10	
00008832	ATLANTIC ELECTRIC - Purchase	\$146.20	
00008804	BAILEYS ACE HARDWARE - Purchas	\$13.99	
00008893	SAMSClub #6425 - Purchase	\$37.62	
00008911	CRESCENT ELECTRIC 103 - Purcha	\$6.50	
00008898	HD SUPPLY UTILITIES, L - Purch	\$4.15	
00008562	CASPER WINNELSON CO - Purchase	\$25.92	
00008792	SHEET METAL SPECIALTIE - Purch	\$75.32	
00009015	ALBERTSONS - Purchase	\$94.96	
00008741	WOODWORKERS SUPPLY, IN - Purch	\$11.88	
00008915	CASPER WINNELSON CO - Purchase	\$18.71	
00008983	SAMSClub #6425 - Purchase	\$44.91	
00008536	WW GRAINGER - Purchase	\$12.22	
		<b>\$3,027.38</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00008546	BLOEDORN LUMBER CASPER - Purch	\$65.78	
		<b>\$65.78</b>	<b>Subtotal for Dept. Capital Projects</b>
00008484	BUSH-WELLS SPORTING GO - Purch	\$100.00	
00008569	UPS (800) 811-1648 - Purchase	\$13.78	
00008854	FINANCIAL SERVICES - Purchase	\$749.00	
00008633	WW GRAINGER - Purchase	\$5.08	
00008820	A TAXI CAB - Purchase	\$17.30	
00008934	UNITED 01626032875876 - Pur	\$25.00	
00008819	POUR LA FRANCE B - Purchase	\$21.36	
00009086	CHARTER COMM - Purchase	\$140.20	
00008544	ALBERTSONS #2060 - Purchase	\$23.95	
00008468	KNAPP SUPPLY & EQUIPME - Credi	(\$173.21)	
00008639	ATLAS OFFICE PRODUCTS - Purcha	\$45.10	
00008668	ATLAS OFFICE PRODUCTS - Purcha	\$14.40	
00008963	WW GRAINGER - Purchase	\$130.28	
00008660	WW GRAINGER - Purchase	\$303.69	
00008958	HOSE & RUBBER SUPPLY - Purchas	\$10.54	
00008942	MARRIOTT 33711 NEWPORT - Purch	\$49.00	
00008956	MARRIOTT 33711 NEWPORT - Purch	\$581.73	
00008595	ATLAS OFFICE PRODUCTS - Purcha	\$4.25	
00008768	MUTT LYNCHS - Purchase	\$28.26	
00009049	STAPLES 00114181 - Purch	\$73.59	
00008701	ALBERTSONS - Purchase	\$41.94	
00008701	ALBERTSONS - Purchase	\$14.90	
00009049	STAPLES 00114181 - Purch	\$266.44	
00008984	HEIDIS BROOKLYN DELI Q - Purch	\$11.60	
00008981	UNITED 01626032875854 - Pur	\$25.00	
00009032	POLLSTAR - Purchase	\$789.00	
00008802	CANNERY SEAFOOD OF - Purchase	\$27.68	
00008703	ALBERTSONS - Purchase	\$16.10	
00008817	UNITED 01626031335633 - Pur	\$25.00	
00008730	SQ MATT / 247 YELLOW - Purch	\$17.25	
00009019	FACEBK XQJ7R5SWR2 - Purchase	\$85.01	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008787	CANNERY SEAFOOD OF - Purchase	\$32.00	
00008758	YELLOW CAB OC 0 - Purchase	\$19.25	
00009041	ACTIVE TAXI COMPANY - Purchase	\$22.00	
00008786	WAL-MART #1617 - Purchase	\$8.75	
00008867	ALBERTSONS - Purchase	\$18.54	
00008816	UNITED 01626031326636 - Pur	\$25.00	
00008786	WAL-MART #1617 - Purchase	\$35.82	
00008818	TONY MILAD - Purchase	\$17.95	
		<b>\$3,662.53</b>	<b>Subtotal for Dept. Casper Events Center</b>
00009023	BAILEYS ACE HARDWARE - Purchas	\$23.22	
00008600	B & B MANUFACTURING - Purchase	\$239.00	
00008520	NORCO INC - Purchase	\$107.20	
00008590	WAL-MART #1617 - Purchase	\$916.96	
		<b>\$1,286.38</b>	<b>Subtotal for Dept. Cemetery</b>
00008840	ATLAS OFFICE PRODUCTS - Purcha	\$29.61	
00008829	THOMSON WEST TCD - Purchase	\$1,018.20	
		<b>\$1,047.81</b>	<b>Subtotal for Dept. City Attorney</b>
00008940	ATLAS REPRODUCTION - Purchase	\$148.00	
00008775	MERBACK AWARD COMPANY - Purcha	\$35.00	
00008512	VISTAPR VistaPrint.com - Purch	\$155.99	
00008565	OIL CITY PRINTERS - Purchase	\$59.00	
00009050	ATLAS OFFICE PRODUCTS - Purcha	\$21.60	
00008738	ATLAS OFFICE PRODUCTS - Purcha	\$34.51	
		<b>\$454.10</b>	<b>Subtotal for Dept. City Manager</b>
00008637	USPS 57155804730311021 - Purch	\$168.00	
00008759	CACEO 00 OF 00 - Purch	\$45.00	
00009003	DRURY INN DENVER EAST - Purcha	\$359.96	
00008876	GOBBELL HAYS PRTNS INC - Purch	\$425.00	
00008564	EXPRESS PRINTING COMPA - Purch	\$105.85	
00008857	VZWRLSS IVR VB - Purchase	\$43.00	
		<b>\$1,146.81</b>	<b>Subtotal for Dept. Code Enforcement</b>
00008720	MEDICAL PRIORITY CONSU - Purch	\$156.00	
00008691	EXPERIAN - Purchase	\$7.42	
		<b>\$163.42</b>	<b>Subtotal for Dept. Communications Center</b>
00008580	BEARTOOTH PHOTOGRAPHY - Purcha	\$40.00	
00008839	SAMSCLUB #6425 - Purchase	\$290.22	
00008642	RIDDLE'S-#127 - Purchase	\$441.00	
00008941	NATIONAL LEAGUE OF CIT - Purch	\$830.00	
00008554	ALBERTSONS - Purchase	\$36.93	
00008857	VZWRLSS IVR VB - Purchase	\$30.00	
00008895	CASPER STAR TRIBUNE - Purchase	\$956.00	
00008821	ALBERTSONS - Purchase	\$52.51	
		<b>\$2,676.66</b>	<b>Subtotal for Dept. Council</b>
00008719	XEROX CORPORATION/RBO - Purcha	\$22.00	
00008588	ATLAS OFFICE PRODUCTS - Purcha	\$161.33	
00008857	VZWRLSS IVR VB - Purchase	\$47.33	
00009068	CASPER CONTRACTOR SUPP - Purch	\$11.82	
00008697	ATLAS OFFICE PRODUCTS - Purcha	\$64.02	
00008887	LORMAN EDUCATION SERVI - Purch	\$109.50	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008812 XEROX CORPORATION/RBO - Purcha	\$104.83	
	<b>\$520.83</b>	<b>Subtotal for Dept. Engineering</b>
00008805 ATLAS OFFICE PRODUCTS - Purcha	\$10.12	
00008664 ATLAS OFFICE PRODUCTS - Purcha	\$4.32	
	<b>\$14.44</b>	<b>Subtotal for Dept. Finance</b>
00008532 MERBACK AWARD COMPANY - Purcha	\$23.15	
00008628 ATLAS OFFICE PRODUCTS - Purcha	\$130.90	
00008543 SUTHERLANDS 2219 - Purchase	\$5.43	
00008545 PARKWAY PLAZA - Purchase	\$230.66	
00008706 GUS GLOBALSTAR USA - Purchase	\$116.55	
00008475 PARKWAY PLAZA - Purchase	\$225.03	
00008635 WIRELESS ADVANCED COMM - Purch	\$212.50	
00008623 MOUNTAIN GATE FAMILY R - Purch	\$28.71	
00008622 WIRELESS ADVANCED COMM - Purch	\$212.50	
00008596 PAYPAL INSTITUTION - Purchase	\$175.00	
00008578 ATLAS OFFICE PRODUCTS - Purcha	\$65.51	
00008762 DNC TRAVEL HOSPITA - Purchase	\$13.26	
00008718 TIDEWATER LANDING DULL - Purch	\$15.12	
00008473 SUTHERLANDS 2219 - Purchase	\$21.39	
00008772 EXXONMOBIL 47736855 - Purch	\$54.92	
00008794 JIMMY JOHN'S # 1262 - Purchase	\$7.93	
00008783 UNITED 01626030503602 - Pur	\$25.00	
00008636 LETZ'S RADIO SUPPLY - Purchase	\$1,406.90	
00008744 LOAF N JUG #0194 Q81 - Purch	\$6.77	
00008506 CBI CLEVERBRIDGE INC - Purchas	\$58.99	
00008504 WARDROBE CLEANERS - Purchase	\$227.05	
00008700 2 DOORS DOWN, INC. - Purchase	\$11.93	
00008736 CBI CLEVERBRIDGE INC - Purchas	\$149.99	
00008511 PARKWAY PLAZA - Purchase	\$232.18	
00008674 INTERNATIONAL ASSOC - Purchase	\$75.00	
00008669 L N CURTIS & SONS - Purchase	\$6,015.00	
00008767 HOLIDAY INN CHEYENNE F - Purch	\$16.61	
00008739 HOLIDAY INNS I80 CHEYE - Purch	\$166.00	
	<b>\$9,929.98</b>	<b>Subtotal for Dept. Fire</b>
00008937 ATLAS OFFICE PRODUCTS - Purcha	\$13.18	
00008654 BAR D SIGNS INC - Purchase	\$234.75	
00008988 PAYPAL COLOWYOMUS - Purchase	\$136.00	
00008843 ATLAS OFFICE PRODUCTS - Purcha	\$19.46	
00008860 PAYPAL COLOWYOMUS - Purchase	\$136.00	
00008621 PAYPAL MOUNTAINPLA - Purchase	\$200.00	
00008608 Mountain Plains Museum - Purch	\$45.00	
	<b>\$784.39</b>	<b>Subtotal for Dept. Fort Caspar</b>
00008798 BLOEDORN LUMBER CASPER - Purch	\$56.43	
00009100 DIAMOND VOGEL PAINT #7 - Purch	\$17.04	
00008548 BLOEDORN LUMBER CASPER - Purch	\$65.50	
00008626 BLOEDORN LUMBER CASPER - Purch	\$10.30	
00008597 BLOEDORN LUMBER CASPER - Purch	\$13.48	
00009111 CASPER WINNELSON CO - Purchase	\$119.51	
00008708 DIAMOND VOGEL PAINT #7 - Purch	\$35.99	
00008507 BEARING BELTCHAIN00244 - Purch	\$14.76	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008662	DIAMOND VOGEL PAINT #7 - Purch	\$35.99	
00008857	VZWRLSS IVR VB - Purchase	\$21.49	
00008795	BLOEDORN LUMBER CASPER - Purch	\$55.94	
00009103	CASPER WINNELSON CO - Purchase	\$24.60	
00008498	STOTZ EQUIPMENT - Purchase	\$8.96	
00008507	BEARING BELTCHAIN00244 - Purch	\$326.29	
00008467	STOTZ EQUIPMENT - Purchase	\$83.54	
00008523	JACKS TRUCK AND EQUPMT - Purch	\$107.40	
00008576	HONNEN EQUIPMENT #04 - Credit	(\$30.00)	
00008499	FORCE AMERICA DISTRIB - Purcha	\$75.23	
00008516	BEARING BELTCHAIN00244 - Purch	\$22.44	
00008529	BEARING BELTCHAIN00244 - Purch	\$10.98	
00008502	BRAKE SUPPLY COMPANY I - Purch	\$1,120.89	
00008537	FASTENAL COMPANY01 - Purchase	\$12.38	
00008603	BEARING BELTCHAIN00244 - Purch	\$156.34	
00008549	HOMAX OIL SALES INC - Purchase	\$725.16	
00008572	DIAMOND VOGEL PAINT #7 - Purch	\$35.99	
00008586	DRIVE TRAIN INDUSTRIES - Purch	\$99.05	
00008838	SHERWIN WILLIAMS #3439 - Purch	\$21.99	
00008574	STOTZ EQUIPMENT - Purchase	\$113.06	
00008469	JACKS TRUCK AND EQUPMT - Purch	\$20.81	
00009093	WYOMING BUILDING SUPPL - Purch	\$207.90	
00008496	CASPER TIRE - Purchase	\$200.00	
00008567	HOUSTON SUPPLY 20 - Purchase	\$354.42	
00008539	WYOMING MACHINERY CO - Purchas	\$7.88	
00008539	WYOMING MACHINERY CO - Purchas	\$30.23	
00009095	LEES GLASS INC - Purchase	\$32.60	
00008594	WOODWORKERS SUPPLY, IN - Purch	\$13.48	
00009090	CASPER WINNELSON CO - Purchase	\$62.67	
00008885	BLOEDORN LUMBER CASPER - Credi	(\$56.43)	
00009118	CASPER WINNELSON CO - Purchase	\$24.60	
00008582	HOUSTON SUPPLY 20 - Purchase	\$158.21	
00008604	SHERWIN WILLIAMS #3439 - Purch	\$6.28	
	<b>\$4,423.38 Subtotal for Dept.</b>		Garage
00008921	BEARING BELTCHAIN00244 - Purch	\$7.99	
00008747	LA QUINTA INNS 0923 - Purchas	\$425.28	
00008638	TONY ROMA'S #3038 - Purchase	\$34.76	
00008665	ORANGE COUNTY C C CONC - Purch	\$15.00	
00008687	ORANGE COUNTY C C CONC - Purch	\$11.25	
00008656	FRIENDLY'S #7689 - Purchase	\$12.84	
00008610	ACE CAB - Purchase	\$52.44	
00008689	MEI ASIAN CHINESE BUFF - Purch	\$20.80	
00008799	BURGER KING AS10152007 - Purch	\$8.29	
00008570	JOESCRBSHK-ORLAN I-DR - Purcha	\$22.63	
00009096	MIDLAND IMPLEMENT CO - Purchas	\$650.00	
00008769	SQ ADAM KURKUT - Purchase	\$62.47	
	<b>\$1,323.75 Subtotal for Dept.</b>		Golf Course
00008986	NCHEC INC - Purchase	\$330.00	
	<b>\$330.00 Subtotal for Dept.</b>		Health Insurance
00008754	BURBACK'S REFRIGERATIO - Purch	\$286.00	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008476	THE HOME DEPOT 6001 - Purchase	\$32.38	
00009011	KNAPP SUPPLY & EQUIPME - Purch	\$548.30	
00008681	APPLIED IND TECH 0733 - Purch	\$1,063.67	
00009000	BURBACK'S REFRIGERATIO - Purch	\$1,006.09	
00009014	COMMUNICATION TECHNOLO - Purch	\$333.00	
00008735	AIRGAS CENTRAL - Purchase	\$73.89	
00009008	COMMUNICATION TECHNOLO - Purch	\$576.00	
00009094	STAPLES 00114181 - Purch	\$109.15	
00009046	WCI OF WYOMING, INC - Purchase	\$625.50	
00008620	SAMSCLUB #6425 - Purchase	\$45.00	
00008527	APPLIED IND TECH 0733 - Purch	\$366.99	
00008491	APPLIED IND TECH 0733 - Purch	\$987.71	
00008990	NORCO INC - Purchase	\$32.14	
00009002	NORCO INC - Purchase	\$417.28	
00009026	AMBI MAIL AND MARKETIN - Purch	\$15.79	
00008857	VZWLSS IVR VB - Purchase	\$21.49	
00008558	STAPLES 00114181 - Purch	\$20.99	
00008500	THE HOME DEPOT 6001 - Credit	(\$34.00)	
00008773	PAYPAL SNOWPARK - Purchase	\$171.75	
00009019	FACEBK XQJ7R5SWR2 - Purchase	\$204.96	
00008485	THE HOME DEPOT 6001 - Purchase	\$34.00	
00008796	COCA COLA BOTTLING CO - Purcha	\$105.00	
		<b>\$7,043.08</b>	<b>Subtotal for Dept. Hogadon</b>
00008855	PEDENS INC. - Purchase	\$30.00	
00008477	ALBERTSONS - Purchase	\$37.98	
00008493	SEASONS DAY SPA AND SA - Purch	\$225.00	
00008579	ATLAS OFFICE PRODUCTS - Purcha	\$37.89	
00009004	USPS 57155809430310940 - Purch	\$9.80	
		<b>\$340.67</b>	<b>Subtotal for Dept. Human Resources</b>
00008528	PARTY AMERICA CASPER # - Purch	\$47.94	
00008483	CENTER ICE SUPPLIES - Purchase	\$116.60	
00008912	WESTERN LOCKSMITH - Purchase	\$14.22	
00008515	CENTER ICE SUPPLIES - Purchase	\$374.40	
00008599	ALBERTSONS - Purchase	\$9.96	
00008655	VISTAR - ROCKY MOUNT - Purchas	\$1,426.81	
00008526	CENTER ICE SUPPLIES - Purchase	\$358.00	
00008509	ADOBE SYSTEMS, INC. - Purchase	\$20.99	
00008801	SAMS INTERNET - Purchase	\$18.88	
00008716	SAMSCLUB #6425 - Purchase	\$576.15	
		<b>\$2,963.95</b>	<b>Subtotal for Dept. Ice Arena</b>
00008684	BOSON SOFTWARE LLC - Purchase	\$152.15	
		<b>\$152.15</b>	<b>Subtotal for Dept. Information Services</b>
00008540	CASPER FIRE EXTINGUISH - Purch	\$72.43	
00008729	HARVARD/FIRST VET/EXPE - Purch	\$226.55	
00008704	MURDOCH'S RANCH & HOME - Purch	\$183.83	
00009018	WYOMING WORK WAREHOUSE - Purch	\$40.49	
00008976	MURDOCH'S RANCH & HOME - Purch	\$46.22	
00008618	FOSTER SMITH MAIL ORDR - Purch	\$195.36	
00008709	DOLRTREE 3288 00032888 - Purch	\$7.35	
00008880	HOSE & RUBBER SUPPLY - Purchas	\$264.34	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008835	MED FORM - Purchase	\$76.50	
00008916	MOUNTAIN STATES LITHOG - Purch	\$239.15	
00008886	WESTSIDE ANIMAL HOSPIT - Purch	\$148.50	
00008894	AMBI MAIL AND MARKETIN - Purch	\$230.29	
00008971	COCA COLA BOTTLING CO - Purcha	\$127.75	
00009006	NORCO INC - Purchase	\$115.34	
00008977	LEATHER BROTHERS - Purchase	\$87.80	
		<b>\$2,061.90</b>	<b>Subtotal for Dept. Metro Animal</b>
00008842	ATLAS OFFICE PRODUCTS - Purcha	\$71.53	
		<b>\$71.53</b>	<b>Subtotal for Dept. Municipal Court</b>
00009016	VOLVO RENTS OF LONGMON - Purch	\$34.64	
00008520	NORCO INC - Purchase	\$107.20	
00008524	BAILEYS ACE HARDWARE - Purchas	\$27.69	
00008919	CRUM ELECTRIC SUPPLY C - Purch	\$34.37	
00008953	BEARING BELTCHAIN00244 - Purch	\$279.95	
00008851	BLOEDORN LUMBER CASPER - Purch	\$9.80	
00008745	AUTOZONE #1294 - Purchase	\$21.97	
00008764	OREILLY AUTO 00027466 - Purch	\$13.38	
00008869	BLOEDORN LUMBER CASPER - Purch	\$12.55	
00008952	BEARING BELTCHAIN00244 - Purch	\$88.70	
00008737	BAILEYS ACE HARDWARE - Purchas	\$40.95	
00008853	AMBI MAIL AND MARKETIN - Purch	\$1.75	
00008714	BAILEYS ACE HARDWARE - Purchas	\$13.99	
00008870	BAILEYS ACE HARDWARE - Purchas	\$19.95	
00008858	MICHAELS FENCE & SUPPL - Purch	\$272.16	
00008997	BAILEYS ACE HARDWARE - Purchas	\$16.96	
00008632	JOHNNY APPLESEED, INC. - Purch	\$371.06	
00008891	BLOEDORN LUMBER CASPER - Credi	(\$9.80)	
00009044	WW GRAINGER - Purchase	\$27.09	
		<b>\$1,384.36</b>	<b>Subtotal for Dept. Parks</b>
00008606	USPS 57155809430310940 - Purch	\$28.00	
00008563	USPS 57155809430310940 - Purch	\$28.76	
00008535	USPS 57155809430310940 - Purch	\$2.87	
00008721	ATLAS REPRODUCTION - Purchase	\$18.00	
		<b>\$77.63</b>	<b>Subtotal for Dept. Planning</b>
00009104	SAMSCLUB #6425 - Credit	(\$0.75)	
00008788	WYOMING CAMERA OUTFITT - Purch	\$978.90	
00008936	SAMSCLUB #6425 - Purchase	\$44.01	
00009062	KNAPP SUPPLY & EQUIPME - Purch	\$2.60	
00009040	FLEMING SUPPLY - Purchase	\$2.18	
00008822	FEDEXOFFICE 00009423 - Purch	\$75.41	
00008481	R & R REST STOPS - Purchase	\$156.92	
00009021	FBI NATIONAL ACADEMY A - Purch	\$80.00	
00008641	B & B RUBBER STAMP SHO - Purch	\$118.40	
00008777	A 2 Z TOWING - Purchase	\$51.50	
00008649	WAL-MART #1617 - Purchase	\$46.88	
00008658	NORCO INC - Purchase	\$83.88	
00008667	HARTZ E&F TOWING & REC - Purch	\$105.00	
00008634	TRANSUNION RISK & DATA - Purch	\$111.00	
00008696	MERBACK AWARD COMPANY - Purcha	\$217.85	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008609	COMPUTER VILLAGE INC - Purchas	\$270.00	
00008673	EXXONMOBIL 47737358 - Purch	\$41.04	
00008513	LOAF N JUG #0131 Q81 - Purch	\$33.26	
00008644	FEDEXOFFICE 00009423 - Purch	\$259.89	
00008530	MOUNTAIN WEST TELEPHON - Purch	\$267.75	
00008685	AT&T BILL PAYMENT - Purchase	\$40.29	
00008534	LOAF N JUG #0119 Q81 - Purch	\$41.28	
00008756	A 2 Z TOWING - Purchase	\$103.00	
00008733	SUPER SUDS AUTO WASH - Purchas	\$326.25	
00008501	HARTZ E&F TOWING & REC - Purch	\$115.00	
00008746	ALBERTSONS - Purchase	\$190.35	
	<b>\$3,761.89</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
00008643	EPROMOS PROMOTIONAL PR - Purch	\$1,175.31	
00008465	CASPER ANIMAL CENTER, - Purcha	\$62.00	
00008966	NOLAND FEED INC. - Purchase	\$86.80	
00008969	HOSE & RUBBER SUPPLY - Purchas	\$35.10	
00008466	EPROMOS PROMOTIONAL PR - Purch	\$1,748.94	
	<b>\$3,108.15</b>	<b>Subtotal for Dept.</b>	<b>Police Grants</b>
00008763	ATLAS OFFICE PRODUCTS - Purcha	\$20.38	
00008761	PROGRESSIVE INSURANCE - Purch	\$21.00	
00009035	SAFEWAY STORE00024687 - Purch	\$29.40	
00009028	DAYLIGHT DONUTS - Purchase	\$35.44	
00008967	VICTOR STANLEY INC - Purchase	\$1,697.00	
00008659	OLSON AUTO BODY - Purchase	\$1,383.73	
	<b>\$3,186.95</b>	<b>Subtotal for Dept.</b>	<b>Property &amp; Liability Insurance</b>
00008542	CPU VENTURE TECH NETWO - Purch	\$105.00	
00008488	SAMSCLUB #6425 - Purchase	\$82.48	
00008488	SAMSCLUB #6425 - Purchase	\$24.10	
00008577	ERC WIPING PRODUCTS IN - Purch	\$295.88	
00008999	NORCO INC - Purchase	\$72.84	
00008581	S&S WORLDWIDE - Purchase	\$410.24	
00008519	NORCO INC - Purchase	\$11.04	
00009054	DISCOUNTMUGS.COM - Purchase	\$25.20	
00008716	SAMSCLUB #6425 - Purchase	\$65.00	
00008542	CPU VENTURE TECH NETWO - Purch	\$105.00	
00008695	HENSLEY BATTERY & ELEC - Purch	\$85.35	
00008989	SAMSCLUB #6425 - Purchase	\$47.08	
	<b>\$1,329.21</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
00008723	SAMSCLUB #6425 - Purchase	\$331.32	
00008470	NORCO INC - Purchase	\$143.32	
00008518	COASTAL CHEMICAL CO LL - Purch	\$183.15	
00008935	NETWORK FLEET. INC. - Purchase	\$570.90	
00008479	COASTAL CHEMICAL CO LL - Purch	\$1.85	
	<b>\$1,230.54</b>	<b>Subtotal for Dept.</b>	<b>Refuse Collection</b>
00008680	BEARING BELTCHAIN00244 - Purch	\$2.88	
00008920	SAMSCLUB #6425 - Purchase	\$25.78	
00008551	ALSCO SLCAS - Credit	(\$52.37)	
00008646	ALSCO SLCAS - Purchase	\$51.22	
00008694	BAILEYS ACE HARDWARE - Purchas	\$31.98	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008533	LETZ'S RADIO SUPPLY - Purchase	\$499.50	
00008987	ALSCO SLCAS - Purchase	\$51.22	
00008495	CRETEX CONCRETE PROD W - Purch	\$76.60	
00009047	SAMSCLUB #6425 - Purchase	\$119.29	
00008857	VZWRLSS IVR VB - Purchase	\$21.49	
00008935	NETWORK FLEET. INC. - Purchase	\$25.95	
00008698	BAILEYS ACE HARDWARE - Purchas	\$6.96	
00008602	MENARDS CASPER - Purchase	\$108.10	
		<b>\$968.60</b>	<b>Subtotal for Dept. Sewer</b>
00008593	CASPER FIRE EXTINGUISH - Purch	\$390.00	
		<b>\$390.00</b>	<b>Subtotal for Dept. Special Assistance</b>
00008861	NORCO INC - Purchase	\$278.88	
00008651	NORCO INC - Purchase	\$278.88	
00008887	LORMAN EDUCATION SERVI - Purch	\$109.50	
00008857	VZWRLSS IVR VB - Purchase	\$21.49	
00008710	ATLAS OFFICE PRODUCTS - Purcha	\$14.24	
00009056	OFFICE MAX - Purchase	\$899.94	
00008663	HOWARD SUPPLY COMPANY - Purcha	\$284.01	
00008749	EASTGATE TRAVEL PLAZ - Purchas	\$242.34	
		<b>\$2,129.28</b>	<b>Subtotal for Dept. Streets</b>
00008935	NETWORK FLEET. INC. - Purchase	\$61.70	
00008857	VZWRLSS IVR VB - Purchase	\$21.49	
00008782	BAILEYS ACE HARDWARE - Purchas	\$14.28	
00008875	BAILEYS ACE HARDWARE - Purchas	\$25.45	
00008568	SQ SHAD KLINE - Purchase	\$325.00	
00008865	BLOEDORN LUMBER CASPER - Purch	\$4.72	
		<b>\$452.64</b>	<b>Subtotal for Dept. Traffic</b>
00008866	BAILEYS ACE HARDWARE - Purchas	\$11.99	
00008964	BAILEYS ACE HARDWARE - Purchas	\$14.97	
00008791	HENSLEY BATTERY & ELEC - Purch	\$196.80	
00008808	WW GRAINGER - Purchase	\$72.12	
00008908	USPS 57155809430310940 - Purch	\$9.08	
00008811	CASPER WINNELSON CO - Purchase	\$23.60	
00008877	RESPOND FIRST AID - Purchase	\$78.46	
00009058	MOTION INDUSTRIES WY54 - Purch	\$333.22	
00008682	DEWITT WATER - Purchase	\$50.00	
00008607	COST PLUS APPLIANCE - Purchase	\$558.00	
00008897	BEARING BELTCHAIN00244 - Purch	\$2.48	
00009005	USPS 57155809430310940 - Purch	\$49.00	
00008883	CASPER WINNELSON CO - Purchase	\$31.02	
00008766	HAJOCA KEENAN SUPP 25 - Purcha	\$58.00	
00008702	ALSCO SLCAS - Purchase	\$142.06	
00008857	VZWRLSS IVR VB - Purchase	\$42.99	
00008464	BEARING BELTCHAIN00244 - Purch	\$40.44	
00008841	BLOEDORN LUMBER CASPER - Purch	\$26.43	
00008826	WW GRAINGER - Purchase	\$59.82	
00008873	BAILEYS ACE HARDWARE - Purchas	\$3.79	
00008557	TFS FISHER SCI RAR - Purchase	\$25.12	
00008850	BAILEYS ACE HARDWARE - Purchas	\$25.96	
00008845	USPS 57155809430310940 - Purch	\$7.40	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00008968	HACH COMPANY - Purchase	\$108.52	
00008653	USPS 57155809430310940 - Purch	\$8.03	
00008675	CASPER WINNELSON CO - Purchase	\$74.45	
00008748	NORCO INC - Purchase	\$273.83	
00008683	HARRINGTON 08 DENVER - Purchas	\$618.83	
00008750	REXEL 3212 - Purchase	\$480.00	
00008533	LETZ'S RADIO SUPPLY - Purchase	\$499.50	
00008962	ATLAS OFFICE PRODUCTS - Purcha	\$95.60	
00008827	ATLAS OFFICE PRODUCTS - Purcha	\$49.58	
00008471	THE HOME DEPOT 6001 - Purchase	\$299.64	
00008810	HAJOCA KEENAN SUPP 25 - Purcha	\$20.52	
00008955	HENSLEY BATTERY & ELEC - Purch	\$266.36	
00008954	BOBCAT OF CASPER - Purchase	\$130.72	
00008980	TW ENTERPRISES INC - Purchase	\$140.41	
00008998	BEARING BELTCHAIN00244 - Purch	\$77.49	
	<b>\$5,006.23</b> Subtotal for Dept.		Waste Water
00008616	USPS 57155809430310940 - Purch	\$12.98	
00008932	MPI WAREHOUSE CO INC - Purchas	\$95.08	
00009048	DANA KEPNER CO. - Purchase	\$314.00	
00008697	ATLAS OFFICE PRODUCTS - Purcha	\$64.02	
00008778	71 CONSTRUCTION INC #1 - Purch	\$3,880.89	
00008779	ALSCO SLCAS - Purchase	\$23.28	
00008553	ALL-OUT FIRE EXTINGUIS - Purch	\$25.00	
00008726	ALSCO SLCAS - Purchase	\$23.28	
00008591	ATLAS OFFICE PRODUCTS - Purcha	\$9.61	
00008575	ALSCO SLCAS - Purchase	\$23.28	
00008556	PRAIRIE PELLA WY LLC - Purchas	\$320.00	
00008494	GANNETT GRILL - LANDER - Purch	\$19.33	
00008617	WW GRAINGER - Purchase	\$153.10	
00008717	ATLAS OFFICE PRODUCTS - Purcha	\$13.10	
00008871	ANDERSON SEISMOGRAPH B - Purch	\$250.00	
00008951	ALSCO SLCAS - Purchase	\$110.34	
00008589	SUTHERLANDS 2219 - Purchase	\$3.99	
00009012	SUTHERLANDS 2219 - Purchase	\$19.34	
00008970	ALSCO SLCAS - Purchase	\$110.47	
00008613	GUNNERS METERS - Purchase	\$1,013.50	
00009052	FINISH LINE SYSTEMS LL - Purch	\$4,449.97	
00008943	ALSCO SLCAS - Purchase	\$110.34	
00008807	TOP OFFICE PRODUCTS - Purchase	\$50.29	
00008935	NETWORK FLEET. INC. - Purchase	\$129.75	
00008982	ALSCO SLCAS - Purchase	\$133.54	
00008979	UNITED STATES WELDING - Purcha	\$19.57	
00008797	SUTHERLANDS 2219 - Purchase	\$11.00	
00008521	SAFEWAY STORE 00027615 - Purch	\$11.98	
00009025	71 CONSTRUCTION INC #1 - Purch	\$1,615.50	
00008864	SAMSCLUB #6425 - Purchase	\$58.36	
00008712	VOLVO OF MILLS - Purchase	\$13.58	
00008939	ALSCO SLCAS - Purchase	\$125.97	
00008601	ENERGY LABORATORIES - Purchase	\$479.03	
00009010	71 CONSTRUCTION INC #1 - Purch	\$1,617.93	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

00009045 BEARING BELTCHAIN00244 - Purch	\$23.88	
00008508 MOUNTAIN STATES LITHOG - Purch	\$178.20	
00008482 SAFETY KLEEN SYSTEMS B - Purch	\$366.73	
00009036 ENERGY LABORATORIES - Purchase	\$340.00	
00008925 NORCO INC - Purchase	\$103.34	
00008517 DANA KEPNER CO. - Purchase	\$256.92	
00009037 AMBI MAIL AND MARKETIN - Purch	\$64.99	
00008857 VZWRLSS IVR VB - Purchase	\$43.00	
00009007 SUTHERLANDS 2219 - Purchase	\$1.89	
00008630 71 CONSTRUCTION INC #1 - Purch	\$4,555.53	
	<b>\$21,245.88</b>	<b>Subtotal for Dept. Water</b>
00008862 WW GRAINGER - Purchase	\$93.30	
00008676 EUROFINS EATON ANALYTI - Purch	\$100.00	
00008928 UPS 000008F045W044 - Purchase	\$127.83	
00008679 WW GRAINGER - Purchase	\$382.95	
00008661 ALSCO SLCAS - Purchase	\$34.40	
00009053 ATLAS OFFICE PRODUCTS - Purcha	\$47.66	
00008647 ALSCO SLCAS - Purchase	\$34.40	
00008862 WW GRAINGER - Purchase	\$48.88	
00009075 ALBERTSONS #2060 - Purchase	\$88.45	
00008933 LONG BLDG. TECHNOLOGIE - Purch	\$3,662.25	
00008611 CASPER STAR TRIBUNE - Purchase	\$31.24	
00008547 XEROX CORP - RBO - Purchase	\$188.19	
00008614 ALSCO SLCAS - Purchase	\$34.40	
00008903 CRUM ELECTRIC SUPPLY C - Purch	\$16.59	
00008857 VZWRLSS IVR VB - Purchase	\$21.49	
00008959 QWEST COMMUNICATIONS - Purchas	\$41.73	
00008973 USPS 57155809430310940 - Purch	\$25.83	
00008884 WW GRAINGER - Purchase	\$260.49	
00008882 COASTAL CHEMICAL CO LL - Purch	\$157.88	
00008552 COASTAL CHEMICAL CO LL - Purch	\$43.75	
	<b>\$5,441.71</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00008472 ALBERTSONS - Purchase	\$31.86	
00008520 NORCO INC - Purchase	\$107.20	
	<b>\$139.06</b>	<b>Subtotal for Dept. Weed And Pest</b>
	<b>\$100,133.92</b>	<b>Subtotal for Vendor</b>

## PEGGY BROOKER

RIN0023344 HISTORIC PRES SVC FEB 2014

\$300.00	
<b>\$300.00</b>	<b>Subtotal for Dept. Fort Caspar</b>
<b>\$300.00</b>	<b>Subtotal for Vendor</b>

## PEPPER TANK & CONTRACTING

87786 REDUCING ELBOW PIPING

\$2,400.00	
<b>\$2,400.00</b>	<b>Subtotal for Dept. Waste Water</b>
<b>\$2,400.00</b>	<b>Subtotal for Vendor</b>

## PETE ABRAMS

RIN0023376 TRAVEL EXPENSES

\$47.00	
<b>\$47.00</b>	<b>Subtotal for Dept. Police</b>

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

**\$47.00** Subtotal for Vendor

## PORTER, MUIRHEAD, CORNIA & HOWARD

RIN0023343 PROFESSIONAL AUDIT SERVICES

\$32,186.00

**\$32,186.00** Subtotal for Dept. Finance

**\$32,186.00** Subtotal for Vendor

## POSTAL PROS, INC.

73281 UTILITY BILL FEES

\$11,243.15

**\$11,243.15** Subtotal for Dept. Finance

72855 WEB HOSTING

\$1,471.35

72856 WEBHOSTING

\$1,894.42

73347 WEB HOSTING

\$1,849.43

**\$5,215.20** Subtotal for Dept. Water

**\$16,458.35** Subtotal for Vendor

## POWDER RIVER SHREDDERS LLC

6294 SHREDDING

\$35.00

**\$35.00** Subtotal for Dept. City Attorney

6293 SHREDDING

\$30.00

**\$30.00** Subtotal for Dept. Communications Center

6293 SHREDDING

\$75.00

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

**\$140.00** Subtotal for Vendor

## PUBLIC SAFETY COMMUNICATIONS CENTER

734/110195 PSCC MONTHLY FEES

\$720.52

**\$720.52** Subtotal for Dept. Metro Animal

1276/110196 PSCC MONTHLY FEES

\$560.40

**\$560.40** Subtotal for Dept. Water

**\$1,280.92** Subtotal for Vendor

## QUALITY OFFICE SOLUTIONS

0051131-001 OFFICE SUPPLIES

\$47.44

0050969-001 OFFICE SUPPLIES

\$195.85

0050924-002 OFFICE SUPPLIES

\$3.99

0050829-001 OFFICE SUPPLIES

\$169.12

0050862-001 OFFICE SUPPLIES

\$181.60

0050821-001 OFFICE SUPPLIES

\$472.48

0050794-001 OFFICE SUPPLIES

\$197.78

0050954-001 OFFICE SUPPLIES

\$172.33

**\$1,440.59** Subtotal for Dept. Police

**\$1,440.59** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00016902071414 ELECTRICITY

\$205.15

AP00014902071414 ELECTRICITY

\$4,726.19

**\$4,931.34** Subtotal for Dept. Aquatics

AP00016702071414 ELECTRICITY

\$4,158.48

**\$4,158.48** Subtotal for Dept. Balefill

AP00016802211409 ELECTRICITY

\$160.91

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

	<b>\$160.91</b>	<b>Subtotal for Dept.</b>	<b>Buildings And Grounds</b>
AP00015302071414 ELECTRICITY	\$11,244.35		
	<b>\$11,244.35</b>	<b>Subtotal for Dept.</b>	<b>Casper Events Center</b>
AP00015002071414 ELECTRICITY	\$310.27		
	<b>\$310.27</b>	<b>Subtotal for Dept.</b>	<b>Cemetery</b>
AP00015102071414 ELECTRICITY	\$2,869.39		
AP00015102071414 ELECTRICITY	\$1,266.66		
AP00015102071414 ELECTRICITY	\$30.32		
AP00015102071414 ELECTRICITY	\$24.78		
AP00015102071414 ELECTRICITY	\$949.35		
	<b>\$5,140.50</b>	<b>Subtotal for Dept.</b>	<b>City Hall</b>
AP00015502071414 ELECTRICITY	\$2,631.87		
	<b>\$2,631.87</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
AP00015602071414 ELECTRICITY	\$662.87		
	<b>\$662.87</b>	<b>Subtotal for Dept.</b>	<b>Fort Caspar</b>
AP00015402071414 ELECTRICITY	\$3,466.28		
	<b>\$3,466.28</b>	<b>Subtotal for Dept.</b>	<b>Garage</b>
AP00015702071414 ELECTRICITY	\$2,699.90		
	<b>\$2,699.90</b>	<b>Subtotal for Dept.</b>	<b>Golf Course</b>
AP00015802071414 ELECTRICITY	\$12,030.93		
	<b>\$12,030.93</b>	<b>Subtotal for Dept.</b>	<b>Hogadon</b>
AP00015902071414 ELECTRICITY	\$5,514.01		
	<b>\$5,514.01</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
AP00016002071414 ELECTRICITY	\$910.23		
	<b>\$910.23</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
AP00016102071414 ELECTRICITY	\$5,674.76		
	<b>\$5,674.76</b>	<b>Subtotal for Dept.</b>	<b>Parks</b>
RIN0023372 ELECTRICITY	\$30.87		
	<b>\$30.87</b>	<b>Subtotal for Dept.</b>	<b>Planning</b>
AP00016202071414 ELECTRICITY	\$291.26		
	<b>\$291.26</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
AP00015202071414 ELECTRICITY	\$3,746.65		
	<b>\$3,746.65</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
AP00016302071414 ELECTRICITY	\$629.25		
	<b>\$629.25</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
AP00016402071414 ELECTRICITY	\$56,013.47		
	<b>\$56,013.47</b>	<b>Subtotal for Dept.</b>	<b>Traffic</b>
AP00016602071414 ELECTRICITY	\$28,497.35		
	<b>\$28,497.35</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
AP00016502071414 ELECTRICITY	\$19,460.17		
	<b>\$19,460.17</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
	<b>\$168,205.72</b>	<b>Subtotal for Vendor</b>	
<b>SAM'S CLUB</b>			
RIN0023352 BLEACHSAFE SALON HAND TOWELS	\$101.66		
	<b>\$101.66</b>	<b>Subtotal for Dept.</b>	<b>Casper Events Center</b>
	<b>\$101.66</b>	<b>Subtotal for Vendor</b>	

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

## SARA NELSON

2907 CLOTHING ALLOWANCE

\$157.50

**\$157.50** Subtotal for Dept. Police

**\$157.50** Subtotal for Vendor

## SARAH STOCKERO

118024 CLOTHING ALLOWANCE

\$115.26

**\$115.26** Subtotal for Dept. Police

**\$115.26** Subtotal for Vendor

## SERPENTIX CONVEYOR CORP.

14756 DEWATER BLDG CONVEYOR SCRAPER

\$575.46

**\$575.46** Subtotal for Dept. Waste Water

**\$575.46** Subtotal for Vendor

## SHAFER, CHRIS

0021549408 DEPOSIT/CREDIT REFUND

\$19.51

**\$19.51** Subtotal for Dept. Water

**\$19.51** Subtotal for Vendor

## SHAWN BARRETT

RIN0023370 MASTER ELECTRICIAN LICENSE

\$200.00

**\$200.00** Subtotal for Dept. Code Enforcement

**\$200.00** Subtotal for Vendor

## SHEET METAL SPECIALTIES, INC.

20548 HVAC SYSTEM AT LIFE STEPS CAMP

\$18,750.00

20547 HVAC SYSTEM AT LIFE STEPS CAMP

\$18,900.00

20546 HVAC SYSTEM AT LIFE STEPS CAMP

\$19,400.00

**\$57,050.00** Subtotal for Dept. Life Steps Campus

**\$57,050.00** Subtotal for Vendor

## SHOE CARNIVAL

0021549412 DEPOSIT/CREDIT REFUND

\$59.42

**\$59.42** Subtotal for Dept. Water

**\$59.42** Subtotal for Vendor

## SKYLINE RANCHES

RIN0023389 MONTHLY SEWER FEES

(\$70.62)

RIN0023389 MONTHLY SEWER FEES

\$706.19

**\$635.57** Subtotal for Dept. Sewer

RIN0023389 MONTHLY SEWER FEES

(\$181.38)

**(\$181.38)** Subtotal for Dept. Waste Water

**\$454.19** Subtotal for Vendor

## SMARSH, INC

458026 10 MONTHS OF HOSTED EMAIL ARCH

\$1,900.50

**\$1,900.50** Subtotal for Dept. City Manager

**\$1,900.50** Subtotal for Vendor

## SOURCE GAS DIST. LLC

201002532107 NATURAL GAS

\$7,549.70

207408032249 NATURAL GAS

\$233.36

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

	<b>\$7,783.06</b>	<b>Subtotal for Dept.</b>	<b>Aquatics</b>
207408032253 NATURAL GAS	\$3,937.38		
	<b>\$3,937.38</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
201002532403 NATURAL GAS	\$349.72		
	<b>\$349.72</b>	<b>Subtotal for Dept.</b>	<b>Buildings And Grounds</b>
201358204662 NATURAL GAS	\$7,963.67		
	<b>\$7,963.67</b>	<b>Subtotal for Dept.</b>	<b>Casper Events Center</b>
207408032186 NATURAL GAS	\$437.39		
	<b>\$437.39</b>	<b>Subtotal for Dept.</b>	<b>Cemetery</b>
201447179069 NATURAL GAS	\$192.81		
201803113816 NATURAL GAS	\$177.02		
201625146774 NATURAL GAS	\$1,642.69		
207408032192 NATURAL GAS	\$1,874.80		
	<b>\$3,887.32</b>	<b>Subtotal for Dept.</b>	<b>City Hall</b>
207408032258 NATURAL GAS	\$3,053.16		
	<b>\$3,053.16</b>	<b>Subtotal for Dept.</b>	<b>Fire</b>
201536163414 NATURAL GAS	\$769.44		
	<b>\$769.44</b>	<b>Subtotal for Dept.</b>	<b>Fort Caspar</b>
201358206871 NATURAL GAS	\$4,034.27		
	<b>\$4,034.27</b>	<b>Subtotal for Dept.</b>	<b>Garage</b>
201536160271 NATURAL GAS	\$529.73		
	<b>\$529.73</b>	<b>Subtotal for Dept.</b>	<b>Golf Course</b>
201002532108 NATURAL GAS	\$1,516.29		
	<b>\$1,516.29</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
201091316451 NATURAL GAS	\$1,840.16		
	<b>\$1,840.16</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
201447176464 NATURAL GAS	\$15.75		
	<b>\$15.75</b>	<b>Subtotal for Dept.</b>	<b>Planning</b>
201358202110 NATURAL GAS	\$801.72		
	<b>\$801.72</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
201803116564 NATURAL GAS	\$18.33		
	<b>\$18.33</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
207408032252 NATURAL GAS	\$10,039.09		
	<b>\$10,039.09</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
207408032251 NATURAL GAS	\$559.75		
207408032219 NATURAL GAS	\$1,448.49		
	<b>\$2,008.24</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
RIN0023364 NATURAL GAS	\$8,901.75		
	<b>\$8,901.75</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
	<b>\$57,886.47</b>	<b>Subtotal for Vendor</b>	

## STAR LINE FEEDS

226047 ANIMAL FOOD

	\$525.20		
	<b>\$525.20</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
	<b>\$525.20</b>	<b>Subtotal for Vendor</b>	

## STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0023362 CRL SLIB LOAN PRINCIPAL PMT

\$96,829.16

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

RIN0023362 CRL SLIB LOAN INTEREST PMT

\$43,343.12

**\$140,172.28** Subtotal for Dept. Balefill

**\$140,172.28** Subtotal for Vendor

## STEFANIE JOHNSON

RIN0023366 MILEAGE REIMBURSEMENT

\$38.30

**\$38.30** Subtotal for Dept. Fort Caspar

**\$38.30** Subtotal for Vendor

## STELLAR PROGRAMMING & CONSULTING

1925 COMPUTER SOFTWARE SUPPORT

\$2,447.50

**\$2,447.50** Subtotal for Dept. Refuse Collection

**\$2,447.50** Subtotal for Vendor

## STUMPF, JAMES

0021605072 DEPOSIT/CREDIT REFUND

\$9.58

**\$9.58** Subtotal for Dept. Water

**\$9.58** Subtotal for Vendor

## SWINNEY, CAROL

0021549411 DEPOSIT/CREDIT REFUND

\$8.77

**\$8.77** Subtotal for Dept. Water

**\$8.77** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

402070538 CONCESSION SUPPLIES

\$4,750.86

402151049 CONCESSION SUPPLIES

\$170.65

402011154 SALES ERROR

(\$48.50)

402070537 CONCESSION SUPPLIES

\$4,883.88

**\$9,756.89** Subtotal for Dept. Casper Events Center

**\$9,756.89** Subtotal for Vendor

## TERRACON

T487895 ENVIRONMENTAL MONITORING/REPOR

\$675.00

T487891 CLOSED BALEFILL POST CLOSURE

\$652.50

T487902 AIR EMISSIONS MONITORING/REPOR

\$3,450.00

**\$4,777.50** Subtotal for Dept. Balefill

**\$4,777.50** Subtotal for Vendor

## THATCHER CO.

1326583 T- CHROLIDE

\$4,915.87

**\$4,915.87** Subtotal for Dept. Water Treatment Plant

**\$4,915.87** Subtotal for Vendor

## THE CHOP SHOP

0021549407 DEPOSIT/CREDIT REFUND

\$61.11

**\$61.11** Subtotal for Dept. Water

**\$61.11** Subtotal for Vendor

## TOWNSQUARE MEDIA

MCC-114013076 ADS

\$303.00

**\$303.00** Subtotal for Dept. Aquatics

MC-114012933 ADS

\$150.00

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

MC-114012932 ADS

MC-114013393 ADS

MCC-114013076 ADS

\$250.00

\$540.00

**\$940.00** Subtotal for Dept. Hogadon

\$303.00

**\$303.00** Subtotal for Dept. Ice Arena

**\$1,546.00** Subtotal for Vendor

## TURNKEY SVCS INC.

281 LEGAL

\$375.00

**\$375.00** Subtotal for Dept. City Attorney

**\$375.00** Subtotal for Vendor

## UNITED PARCEL SVC.

0000F44F14074 SHIPPING

\$54.61

**\$54.61** Subtotal for Dept. Police

**\$54.61** Subtotal for Vendor

## URGENT CARE OF CASPER LLC.

1801141 BREATH ETHANOL TEST/ADJ.

\$1.00

**\$1.00** Subtotal for Dept. Fire

1801140 DRUG TESTING

\$1,544.00

**\$1,544.00** Subtotal for Dept. Human Resources

1801140 DRUG TESTING

\$280.00

1801142 DRUG SCREEN/BREATH ETHANOL TES

\$605.00

**\$885.00** Subtotal for Dept. Police

1801139 HEP B VACCINES

\$58.00

**\$58.00** Subtotal for Dept. Sewer

1801139 DOT PHYSICAL

\$90.00

**\$90.00** Subtotal for Dept. Streets

1801139 HEP B CORF ANTIBODY

\$62.00

**\$62.00** Subtotal for Dept. Waste Water

**\$2,640.00** Subtotal for Vendor

## UTILITY BILL SOLUTIONS GROUP

2876 UTILITY CONSULTING SERVICE

\$33.25

**\$33.25** Subtotal for Dept. Aquatics

2876 UTILITY CONSULTING SERVICE

\$33.25

**\$33.25** Subtotal for Dept. Balefill

2876 UTILITY CONSULTING SERVICE

\$33.25

**\$33.25** Subtotal for Dept. Buildings And Grounds

2876 UTILITY CONSULTING SERVICE

\$33.25

**\$33.25** Subtotal for Dept. Casper Events Center

2876 UTILITY CONSULTING SERVICE

\$33.25

**\$33.25** Subtotal for Dept. Cemetery

2876 UTILITY CONSULTING SERVICE

\$33.25

**\$33.25** Subtotal for Dept. City Attorney

2876 UTILITY CONSULTING SERVICE

\$33.25

**\$33.25** Subtotal for Dept. City Hall

2876 UTILITY CONSULTING SERVICE

\$33.25

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	City Manager
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Code Enforcement
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Communications Center
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Council
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Engineering
2876 UTILITY CONSULTING SERVICE	\$133.00		
	<b>\$133.00</b>	<b>Subtotal for Dept.</b>	Finance
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Fire
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Fort Caspar
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Garage
2876 UTILITY CONSULTING SERVICE	\$4.94		
2876 UTILITY CONSULTING SERVICE	\$33.25		
2876 UTILITY CONSULTING SERVICE	\$4.93		
	<b>\$43.12</b>	<b>Subtotal for Dept.</b>	Golf Course
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Hogadon
2876 UTILITY CONSULTING SERVICE	\$66.50		
	<b>\$66.50</b>	<b>Subtotal for Dept.</b>	Human Resources
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Ice Arena
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Information Services
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Metro Animal
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Municipal Court
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Parks
2876 UTILITY CONSULTING SERVICE	\$33.25		
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$66.50</b>	<b>Subtotal for Dept.</b>	Planning
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Police
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Property & Liability Insurance
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Recreation
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	Refuse Collection
2876 UTILITY CONSULTING SERVICE	\$33.25		

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	<b>Traffic</b>
2876 UTILITY CONSULTING SERVICE	\$105.91		
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$139.16</b>	<b>Subtotal for Dept.</b>	<b>Waste Water</b>
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
2876 UTILITY CONSULTING SERVICE	\$33.25		
	<b>\$33.25</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
	<b>\$1,445.78</b>	<b>Subtotal for Vendor</b>	
<b>VERIZON WIRELESS</b>			
9719282923 WIRELESS SERVICE	\$88.68		
	<b>\$88.68</b>	<b>Subtotal for Dept.</b>	<b>Communications Center</b>
9719282923 WIRELESS SERVICE	\$178.96		
	<b>\$178.96</b>	<b>Subtotal for Dept.</b>	<b>Metro Animal</b>
9719282923 WIRELESS SERVICE	\$152.53		
9719282924 WIRELESS SERVICE	\$2,843.98		
	<b>\$2,996.51</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
	<b>\$3,264.15</b>	<b>Subtotal for Vendor</b>	
<b>VISION SVC. PLAN</b>			
RIN0023385 FEB. COBRA BENEFITS	\$30.63		
RIN0023384 FEB. RETIREE EMPLOYEE BENEFITS	\$1,027.86		
	<b>\$1,058.49</b>	<b>Subtotal for Dept.</b>	<b>Health Insurance</b>
	<b>\$1,058.49</b>	<b>Subtotal for Vendor</b>	
<b>W.W.C. ENGINEERING</b>			
131550003 2013 WATER MAIN REPLACEMENT PH	\$20,945.26		
	<b>\$20,945.26</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
	<b>\$20,945.26</b>	<b>Subtotal for Vendor</b>	
<b>WARDWELL WATER &amp; SEWER DISTRICT</b>			
RIN0023340 WATER USAGE	\$14.00		
	<b>\$14.00</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
	<b>\$14.00</b>	<b>Subtotal for Vendor</b>	
<b>WERCS COMMUNICATIONS</b>			
259 WIRELESS INTERNET ACCESS	\$1,015.00		
	<b>\$1,015.00</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
	<b>\$1,015.00</b>	<b>Subtotal for Vendor</b>	
<b>WES GUDAHL</b>			
RIN0023378 TRAVEL EXPENSES	\$23.00		
	<b>\$23.00</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
	<b>\$23.00</b>	<b>Subtotal for Vendor</b>	
<b>WESTLAND PARK-RED BUTTES IMPROVEMENT &amp; SVC.</b>			

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

RIN0023388 MONTHLY SEWER FEES  
RIN0023388 MONTHLY SEWER FEES

\$3,565.00  
(\$356.50)  
**\$3,208.50** Subtotal for Dept. Sewer  
(\$624.11)  
**(\$624.11)** Subtotal for Dept. Waste Water  
**\$2,584.39** Subtotal for Vendor

## WOLVERINE DISTRIBUTING

140021 FORTY MILES A DAY ON BEANS & H

\$913.15  
**\$913.15** Subtotal for Dept. Fort Caspar  
**\$913.15** Subtotal for Vendor

## WY. ASSOC. OF MUNICIPALITIES

13448 DUES  
13470 DUES

\$250.00  
\$225.00  
**\$475.00** Subtotal for Dept. Council  
**\$475.00** Subtotal for Vendor

## WY. DEPT. OF TRANSPORTATION

0000065630 PRINT CITATIONS

\$409.97  
**\$409.97** Subtotal for Dept. Police  
**\$409.97** Subtotal for Vendor

## WY. LAW ENFORCEMENT ACADEMY

S-8494 COMMUNICATION BASIC  
S-8538 TRAINING

\$1,000.00  
\$284.00  
**\$1,284.00** Subtotal for Dept. Communications Center  
**\$1,284.00** Subtotal for Vendor

## WY. MEDICAL CENTER

1403000383 INVESTIGATION 14-007277  
14014000413 INVESTIGATION 14-007277

\$430.90  
\$42.70  
**\$473.60** Subtotal for Dept. Police  
**\$473.60** Subtotal for Vendor

## WY. STEEL & RECYCLING IRON & METALS, INC.

121659 RECYCLING SERVICES

\$5,915.70  
**\$5,915.70** Subtotal for Dept. Refuse Collection  
**\$5,915.70** Subtotal for Vendor

## WY. WATER ASSOC.

RIN0023365 2014 ANNUAL MEMBERSHIP DUES

\$500.00  
**\$500.00** Subtotal for Dept. Water  
**\$500.00** Subtotal for Vendor

## WYCOMP, INC.

RIN0023341 QUATERLY TESTING

\$1,036.00  
**\$1,036.00** Subtotal for Dept. Water Treatment Plant  
**\$1,036.00** Subtotal for Vendor

## WYOMING METH PROJECT

RIN0023347 METH CONF SPEAKER DEPOSIT

\$3,000.00  
**\$3,000.00** Subtotal for Dept. Police Grants

# Bills and Claims

City of Casper

19-Feb-14 to 04-Mar-14

**\$3,000.00** Subtotal for Vendor

## XEROX CORP

072394325 COPIER LEASE

\$5.32

**\$5.32** Subtotal for Dept. City Manager

072394325 COPIER LEASE

\$558.96

**\$558.96** Subtotal for Dept. Council

072394325 COPIER LEASE

\$30.88

**\$30.88** Subtotal for Dept. Finance

**\$595.16** Subtotal for Vendor

## XYBIX SYSTEMS

21171 CONSOLES AT NEW CENTER

\$92,094.82

**\$92,094.82** Subtotal for Dept. Communications Center

**\$92,094.82** Subtotal for Vendor

## YOUTH CRISIS CENTER CORP.

JAN2014 YOUTH CRISIS CENTER EXPENSES

\$5,184.14

**\$5,184.14** Subtotal for Dept. Social Community Services

**\$5,184.14** Subtotal for Vendor

## ZACK WINTER

5H108E0001028A CLOTHING REIMBUREMENT

\$67.12

**\$67.12** Subtotal for Dept. Police

**\$67.12** Subtotal for Vendor

**Grand Total**

**\$1,441,570.93**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 03/04/14

**Payroll Disbursements**

2/14/14	Exceptions	\$ 7,662.53
2/14/14	Benefits & Deductions	\$ 1,008.52
2/18/14	Fire Payroll	\$ 150,462.55
2/18/14	Benefits & Deductions	\$ 27,737.15
2/27/14	City Payroll	\$ 1,164,091.81
2/27/14	Benefits & Deductions	\$ 197,687.25
2/28/14	Fire Payroll	\$ 169,199.66
2/28/14	Benefits & Deductions	\$ 29,855.74

**Total Payroll** \$ 1,747,705.21

**Additional Fees**

**Total Fees** \$ -

**Additional AP**

**Total Additional AP** \$ -

February 24, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: V.H. McDonald, Administrative Services Director   
SUBJECT: Establish Public Hearing for New Resort Liquor License #4

Recommendation:

That Council, by minute action, establish April 1, 2014, as the Public Hearing date for the consideration of the issuance of a new Resort Liquor License #4 to Casper Hospitality, LLC, d.b.a. Courtyard by Marriott, located at 4260 Hospitality Lane.

Summary:

An application has been received for a new Resort Liquor License #4 from Casper Hospitality, LLC, d.b.a. Courtyard by Marriott, located at 4260 Hospitality Lane.

To qualify for a resort liquor license, the resort complex must:

- Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars, excluding the value of the land.
- Include a restaurant and convention facility, which convention facility shall seat no less than one hundred persons.
- Include motel or hotel accommodations with a minimum of one hundred sleeping rooms.

Additional stipulations for resort liquor licenses are:

- Upon approval of the City Council, license ownership may be transferred to a purchaser or lessee of the licensed premises, but the license may not be transferred to another location.
- Resort Liquor Licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.

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

February 20, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
David Hough, Planning Projects Analyst  
SUBJECT: Accepting Deeds for Natrona County Riverfront Properties

RECOMMENDATION:

That Council, by resolution, accept two riverfront properties from Natrona County.

SUMMARY:

In June of 2013, Council discussed a proposal to use a portion of Begonia Park, at the north end of Paradise Valley, for a path that would lead to a bridge over the North Platte River to the River Park Subdivision. Constructing the path and bridge would not only require a portion of Begonia Park but also a portion of a 6.7 acre parcel along the river owned by Natrona County. When approached about granting an easement for the path and bridge, the Natrona County Board of County Commissioners stated that they did not wish to grant an easement but would rather transfer the entire property to the City. Though Council did not take any action on the use of Begonia Park nor construction of the path and bridge, Council did direct staff to work with the County on the transfer of the riverfront property.

In addition to the property adjoining Begonia Park, the County offered a 2.9 acre surplus riverfront parcel along Robertson Road and three lots that adjoined Paradise Valley Golf Course to the City. Council was not interested in the lots by the golf course but agreed to accept the parcel on Robertson Road.

At their February 18, 2014 regular meeting, the Natrona County Board of County Commissioners approved the conveyance of the two riverfront parcels to the City. A resolution accepting the property deeds for the parcels has been prepared for Council's Consideration.

RESOLUTION 09-14

A RESOLUTION AUTHORIZING THE SALE AND TRANSFER  
OF COUNTY PROPERTY TO THE CITY OF CASPER

WHEREAS, Natrona County is the owner of the following described property:

**SEE ATTACHED EXHIBIT "1", QUITCLAIM DEED WITH LEGAL  
DESCRIPTION ATTACHED, ATTACHED HERETO AND MADE A PART  
HEREOF.**

WHEREAS, the Board of County Commissioners recognize and find that Natrona County has no need for the subject property and that transferring the property to the City of Casper will be in the best interest of Natrona County; and

WHEREAS, the proposed quitclaim deed transferring interest to the above-described property and title report are attached hereto as Exhibit "1."

WHEREAS, the Board of County Commissioners held a public hearing on January 10, 2014, regarding the proposed transfer of the subject property.

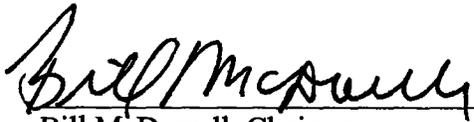
NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Natrona County, Wyoming, hereby approve the transfer of the above-described property to the City of Casper. It is further resolved that Bill McDowell be authorized to sign the deed and any other necessary documents on behalf of the Board of County Commissioners of Natrona County, Wyoming.

DATED this 18<sup>th</sup> day of February, 2014.

THE BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

ATTEST:



  
Bill McDowell, Chairman

  
Renea Vitto, County Clerk

My term of office expires  
January 5, 2015

**QUITCLAIM DEED**

Natrona County, Grantor, of Natrona County, State of Wyoming, for and in consideration of Ten Dollars, and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, hereby convey, release and quit claim to:

**City of Casper, a Municipal Corporation, Grantee**

whose address is 200 North David Street, Casper, Wyoming 82601, the following described real estate, situate in Natrona County and State of Wyoming, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

Hereby releasing all rights acquired under and by virtue of the Tax Deed recorded on April 11, 1990, as Instrument #474371 in the office of the Natrona County Clerk for the subject property.

Subject to any easements, reservations, restrictions, and covenants of record, if any.

IN WITNESS WHEREOF the Grantor has caused these presents to be signed by the Chairman of the Board of County Commissioners, and the Clerk of said County, and Clerk of said Board, and official seal of said County to be hereby affixed, this 18<sup>th</sup> day of February, 2014.

ATTEST:

NATRONA COUNTY, WYOMING

*Renea Vitto*

*Bill McDowell*

By: County Clerk and Clerk for the Board of County Commissioners, Natrona County, WY

By: Chairman of the Board of County Commissioners, Natrona County, WY

STATE OF WYOMING )  
 )ss  
COUNTY OF NATRONA )

On this 18<sup>th</sup> day of February, 2014, before me personally appeared Bill McDowell, a member of the Board of County Commissioners in and for Natrona County, Wyoming, and Chairman of said Board, and Renea Vitto, County Clerk in and for Natrona County, Wyoming, and Clerk of the Board of County Commissioners thereof, to me personally known, who, being by me duly sworn, did say that they are the Chairman of the Board of County Commissioner in and for Natrona County, Wyoming, and the Clerk of said County and said Board, respectively; that the seal affixed to the foregoing instrument is the official seal of Natrona County, Wyoming, and that said instrument was signed and sealed in behalf of said County by authority of its Board of County Commissioners, pursuant to resolution heretofore adopted by said Board of County Commissioners; and that said Bill McDowell and Renea Vitto each acknowledge said instrument to be the free act and deed of said Natrona County, Wyoming.

Given under my hand and official seal this 18<sup>th</sup> day of February 2014.

(SEAL)

*[Signature]*  
Gen/Tuma,  
Clerk of District Court

## 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.

RESOLUTION 08-14

A RESOLUTION AUTHORIZING THE SALE AND TRANSFER  
OF COUNTY PROPERTY TO THE CITY OF CASPER

WHEREAS, Natrona County is the owner of the following described property:

**All that part of the NE1/4Se1/4, Section 15, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., Natrona County, Wyoming, Lying East of the East Line of Robertson Road.**

WHEREAS, the Board of County Commissioners recognize and find that Natrona County has no need for the subject property and that transferring the property to the City of Casper will be in the best interest of Natrona County; and

WHEREAS, Natrona County previously acknowledged ownership of the subject property and defined drainage facility easements over and across the subject property pursuant to a *Cooperative Agreement Between the Wyoming Department of Transportation and the Natrona County Commission* for the reconstruction of Robertson Road; and

WHEREAS, the proposed quitclaim deed, which both transfers interest to the above-described property and reserves drainage facility easements, is attached hereto as Exhibit "1"; and

WHEREAS, County previously granted temporary construction permits to the Wyoming Department of Transportation for reconstruction of Robertson Road. The City of Casper will, by resolution, acknowledge that these temporary construction permits have been granted to WYDOT and agrees to honor the permits as part of this transfer of property; and

WHEREAS, the Board of County Commissioners held a public hearing on February 18, 2014, regarding the proposed transfer of the subject property.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Natrona County, Wyoming, hereby approve the transfer of the above-described property to the City of Casper. It is further resolved that Bill McDowell be authorized to sign the deed and any other necessary documents on behalf of the Board of County Commissioners of Natrona County, Wyoming.

DATED this 18<sup>th</sup> day of February, 2014.

THE BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

ATTEST:



  
Bill McDowell, Chairman

  
Renea Vitto, County Clerk  
My term of office expires  
January 5, 2015

**QUITCLAIM DEED**

Natrona County, Grantor, of Natrona County, State of Wyoming, for and in consideration of Ten Dollars, and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, hereby convey, release and quit claim to:

**City of Casper, a Municipal Corporation, Grantee**

whose address is 200 North David Street, Casper, Wyoming 82601, the following described real estate, situate in Natrona County and State of Wyoming, to wit:

**ALL THAT PART OF THE NE¼SE¼, SECTION 15, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6<sup>TH</sup> P.M., NATRONA COUNTY, WYOMING, LYING EAST OF THE EAST LINE OF ROBERTSON ROAD.**

Hereby releasing all rights acquired under and by virtue of the Tax Deed recorded on December 11, 1980, as Instrument #303551 in the office of the Natrona County Clerk for the subject property.

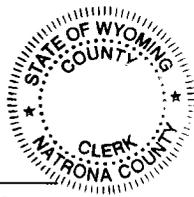
Subject to any easements, reservations, restrictions, and covenants of record, if any.

Grantor hereby reserves a drainage facility easement as more particularly described in the *Affidavit of Ownership and Drainage Facility Easements* dated December 3, 2013, attached hereto as Exhibit A.

IN WITNESS WHEREOF the Grantor has caused these presents to be signed by the Chairman of the Board of County Commissioners, and the Clerk of said County, and Clerk of said Board, and official seal of said County to be hereby affixed, this 18<sup>th</sup> day of February, 2014.

ATTEST:

Renea Vitto  
By: County Clerk and Clerk for the Board of County Commissioners, Natrona County, WY



My term of office expires January 5, 2015

NATRONA COUNTY, WYOMING

Bill McDowell  
By: Chairman of the Board of County Commissioners, Natrona County, WY

STATE OF WYOMING )  
  )ss  
COUNTY OF NATRONA )

On this 18<sup>th</sup> day of February, 2014, before me personally appeared Bill McDowell, a member of the Board of County Commissioners in and for Natrona County, Wyoming, and Chairman of said Board, and Renea Vitto, County Clerk in and for Natrona County, Wyoming, and Clerk of the Board of County Commissioners thereof, to me personally known, who, being by me duly sworn, did say that they are the Chairman of the Board of County Commissioner in and for Natrona County, Wyoming, and the Clerk of said County and said Board, respectively; that the seal affixed to the foregoing instrument is the official seal of Natrona County, Wyoming, and that said instrument was signed and sealed in behalf of said County by authority of its Board of County Commissioners, pursuant to resolution heretofore adopted by said Board of County Commissioners; and that said Bill McDowell and Renea Vitto each acknowledge said instrument to be the free act and deed of said Natrona County, Wyoming.

Given under my hand and official seal this 18<sup>th</sup> day of February, 2014.

(SEAL.)

Gen Tuma  
Gen Tuma,  
Clerk of District Court

AFFIDAVIT OF OWNERSHIP  
AND  
DRAINAGE FACILITY EASEMENTS

KNOW ALL PERSONS BY THESE PRESENTS THAT

WHEREAS This affidavit is to acknowledge Natrona County fee simple ownership, jurisdiction and drainage facility easements adjacent to Robertson Road as situate within the NE¼SE¼ of Section 15, T.33N., R.80W. of the 6th P.M., and

WHEREAS to further define said drainage facility easements as described below:

**Parcel No. 5**

All that portion of a certain tract of land described in Doc. No. 303551 of the Natrona County Records and located in the NE¼SE¼ of Section 15, T.33N., R.80W. of the 6th P.M., Wyoming, described by metes and bounds as follows:

Commencing at a point on the existing easterly right-of-way boundary of Robertson Road, said point being monumented by a 2½ inch aluminum cap stamped LS 10383 2010 from which a ¾ inch brass cap stamped WLCJ LS 548 1981 bears N. 18°29'55.2" W. a distance of 672.91 feet;

thence N. 18°29'55.2" W. along said easterly right-of-way boundary a distance of 32.14 feet to the TRUE

POINT OF BEGINNING;

thence continuing along said right-of-way boundary N. 18°29'55.2" W. a distance of 20.00 feet;

thence leaving said right-of-way boundary N. 71°30'04.8" E. a distance of 30.70 feet to a point on the easterly boundary of said Section 15;

thence along said easterly boundary S. 00°30'21.9" E. a distance of 21.03 feet;

thence S. 71°30'04.8" W. a distance of 24.21 feet to the point of beginning.

The above described parcel of land contains 549 square feet, more or less.

Basis of bearing for the above described parcel of land is N. 18°29'55.2" W. along said existing easterly right-of-way boundary of Robertson Road.

**Parcel No. 5A**

All that portion of a certain tract of land described in Doc. No. 303551 of the Natrona County Records and located in the NE¼SE¼ of Section 15, T.33N., R.80W. of the 6th P.M., Wyoming, described by metes and bounds as follows:

Commencing at a point on the existing easterly right-of-way boundary of Robertson Road, said point being monumented by a 2½ inch aluminum cap stamped LS 10383 2010 from which a ¾ inch brass cap stamped WLCJ LS 548 1981 bears N. 18°29'55.2" W. a distance of 672.91 feet;

thence N. 18°29'55.2" W. along said easterly right-of-way boundary a distance of 291.14 feet to the TRUE

POINT OF BEGINNING;

thence continuing along said right-of-way boundary N. 18°29'55.2" W. a distance of 10.00 feet;

thence leaving said right-of-way boundary N. 71°30'04.8" E. a distance of 25.00 feet;

thence S. 18°29'55.2" E. a distance of 10.00 feet;

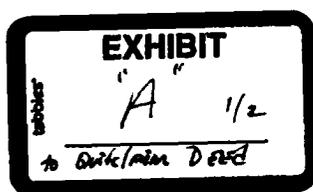
thence S. 71°30'04.8" W. a distance of 25.00 feet to the point of beginning.

The above described parcel of land contains 250 square feet, more or less.

Basis of bearing for the above described parcel of land is N. 18°29'55.2" W. along said existing easterly right-of-way boundary of Robertson Road.

**Parcel No. 5F**

All that portion of a certain tract of land described in Doc. No. 303551 of the Natrona County Records and located in the NE¼SE¼ of Section 15, T.33N., R.80W. of the 6th P.M., Wyoming, described by metes and bounds as follows:





RESOLUTION NO. 14-40

A RESOLUTION ACCEPTING TWO PARCELS IN AND ADJACENT TO THE NORTH PLATTE RIVER FROM NATRONA COUNTY.

WHEREAS, Natrona County is the owner of 6.7 acre, more or less, parcel of land in and adjoining the North Platte River to the north of Paradise Valley; and,

WHEREAS, Natrona County is also the owner of a 2.9 acre, more or less, parcel of land in and adjoining the North Platte River to the west of Paradise Valley; and,

WHEREAS, The Natrona County Board of County Commissioners approved an *Affidavit of Ownership and Drainage Facility Easements* December 3, 2013 describing three (3) permanent drainage easements for Robertson Road stormwater improvements; and,

WHEREAS, The Natrona County Board of County Commissioners issued temporary construction permits to the State of Wyoming Department of Transportation to facilitate the reconstruction of portions of Robertson Road; and,

WHEREAS, The Natrona County Board of County Commissioners desires to convey the two (2) riverfront parcels in the vicinity of Paradise Valley to the City of Casper; and,

WHEREAS, The City of Casper City Council is willing to accept the two (2) riverfront parcels from Natrona County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor of the City of Casper is hereby authorized to execute, and the City Clerk attest, a Resolution accepting a 6.727 acre, more or less, parcel in the NE1/4 of Section 14, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., and a 2.956 acre, more or less, parcel being all that part of the NE1/2SE1/4, of Section 15, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M. lying east of the east line of Robertson Road from Natrona County.

BE IT FURTHER RESOLVED, BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the City agrees to honor the temporary construction permits as shown on the *Wyoming Department of Transportation Casper Streets Robertson Road Natrona County* final plans dated June 6, 2013, attached hereto as Exhibit A, and granted to the Wyoming Department of Transportation by the Natrona County Board of County Commissioners for the reconstruction of portions of Robertson Road.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

February 26, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
SUBJECT: Approving a Partial Termination and Release Agreement with Starbucks Holding Company, LLC, and NLA Casper, LLC.

Recommendation:

That Council, by resolution, approve a Partial Termination and Release Agreement with Starbucks Holding Company, LLC and NLA Casper, LLC.

Summary:

The City entered into an agreement entitled “Amended and Restated Real Estate Purchase, Buy Back and Lien Agreement,” dated October 15, 2013, with Starbucks Holding Company, LLC and NLA Casper, LLC. The agreement specified that the City was selling the seven lots located at the southwest corner of West “E” Street and North Center Street with the understanding that a Starbucks would be constructed on Lots 1, 2, and 3, Block 2, Liberty Addition (described in the agreement as “Tract 1”). The agreement specified that if the Starbucks project did not come to fruition the City would have the option to buy back the property from the purchaser. In that the Starbucks is now completed, the parties wish to execute a Partial Termination and Release Agreement to acknowledge that all obligations related to Tract 1 have been satisfied.

A resolution and a Partial Termination and Release Agreement have been prepared for Council’s consideration.

## **PARTIAL TERMINATION AND RELEASE**

This Partial Termination and Release (this "Partial Release") is made and entered into as of this \_\_\_\_ day of February, 2014 (the "Effective Date") by and between City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as the "Seller" or the "City"; SBX Holding Company LLC, an Arizona limited liability company, Attn: Matt Ladendorf, 6358 E. Quail Track Drive, Scottsdale, Arizona 85266, hereinafter referred to as the "SBX Holding"; and NLA Casper, LLC a Mississippi Limited Liability Company, Attn: Sam Colson, 250 Washington Street, 36067 Prattville, Alabama, 36068, hereinafter referred to as the "Buyer"; the City, Buyer and SBX Holding being collectively referred to as the "Parties" and individually as a "Party".

Reference is made to that certain Amended and Restated Real Estate Purchase, Buy Back and Lien Agreement, dated as of October 15, 2013, between SBX Holding and the City which was recorded on October 18, 2013, as instrument No. 960653 with the Natrona County Clerk, Casper, Wyoming, said Amended and Restated Real Estate Purchase, Buy Back and Lien Agreement having been assigned by SBX Holding to Buyer pursuant to that certain Assignment of Buyer's Interest Under an Amended and Restated Real Estate Purchase, Buy Back, and Lien Assignment dated November 14, 2013, between SBX Holding and Buyer which was recorded on November 15, 2013, as instrument No. 962163 with the Natrona County Clerk, Casper, Wyoming (collectively, the "Contract"). All capitalized terms set forth in this Release not otherwise defined herein shall have such meanings as ascribed to said terms under the provisions of the Contract.

### **BUYER RECITALS**

Whereas, upon the opening of a Starbucks facility on Tract 1, as contemplated under the Contract, the Contract provides that all payment and performance obligations

of all Parties under the Contract with respect to Tract 1 shall be deemed complete, and the Contract shall be of no further force or effect as to Tract 1; and

Whereas, pursuant to the provisions of the Contract, the Parties desire to execute a partial termination and release to evidence the release of Tract 1 from the provisions of the Contract and the release of all Parties in connection with all matters relating to Tract 1.

**NOW, THEREFORE,** in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree by and between them as follows:

#### **ARTICLE I: DESCRIPTION OF PROPERTY**

The Contract relates to the following described real property located in Natrona County, Wyoming (hereinafter referred sometimes to as the "real property"):

"TRACT 1" REAL PROPERTY DESCRIPTION: Lots 1, 2, and 3, Block 2, Liberty Addition to the City of Casper, Wyoming.

"TRACT 2" REAL PROPERTY DESCRIPTION: Lots 4, 5, 6, and 7, Block 2, Liberty Addition to the City of Casper, Wyoming.

"LEASE TRACT" REAL PROPERTY DESCRIPTION: Lot 8, Block 2, Liberty Addition to the City of Casper, Wyoming.

#### **ARTICLE II: RATIFICATION**

The Parties hereby ratify and confirm that all Parties' payment and performance obligations under the Contract with respect to all matters relating to Tract 1 are hereby deemed complete, and the Contract shall be of no further force or effect as to Tract 1. All Parties hereby release each respective Party from any and all obligations under the Contract relating to or concerning Tract 1.

**ARTICLE III: PARTIAL TERMINATION AND RELEASE**

The Parties hereby terminate and release the Contract as an encumbrance to the following described property:

“TRACT 1” REAL PROPERTY DESCRIPTION: Lots 1, 2, and 3, Block 2, Liberty Addition to the City of Casper, Wyoming.”

**ARTICLE IV: GENERAL AGREEMENTS OF THE PARTIES**

This Partial Release 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 Partial Release.

This Partial Release shall be binding upon, and shall inure to the benefit of, the Parties hereto, and their respective successors, heirs, grantees, lessees and assigns.

This Partial Release may be recorded by any Party in the real estate records of Natrona County, Wyoming.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Partial Release on the day and year first above written.

Approved as to Form:

William C. Luben  
For: William C. Luben, City Attorney

SELLER:  
CITY OF CASPER, WYOMING,  
A Municipal Corporation:

By: Paul L. Meyer Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Paul L. Meyer, Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





RESOLUTION NO. 14-41

A RESOLUTION AUTHORIZING A PARTIAL TERMINATION AND RELEASE OF AN AMENDED AND RESTATED REAL ESTATE PURCHASE, BUY BACK AND LIEN AGREEMENT BETWEEN THE CITY AND SBX HOLDING COMPANY LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND NLA CASPER, LLC A MISSISSIPPI LIMITED LIABILITY COMPANY.

WHEREAS, the City entered into an agreement entitled "Amended and Restated Real Estate Purchase, Buy Back and Lien Agreement," dated October 15, 2013, with SBX Holding Company LLC, an Arizona limited liability company, and NLA Casper, LLC a Mississippi limited liability company, and said agreement was recorded with the Natrona County Clerk, Casper, Wyoming, as instrument No. 960653; and,

WHEREAS, upon opening of a Starbucks facility on Tract 1 (described in said agreement as Lots 1, 2, and 3, Block 2, Liberty Addition to the City of Casper, Wyoming), as contemplated under the agreement, said agreement provides that all payment and performance obligations of all parties under the agreement with respect to Tract 1 shall be deemed complete, and the agreement shall be of no further force or effect as to Tract 1; and,

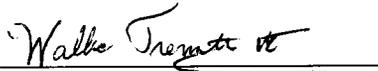
WHEREAS, a Starbuck's facility was constructed on Tract 1; and,

WHEREAS, pursuant to the provisions of the agreement, the parties desire to execute a partial termination and release to evidence the release of Tract 1 from the provisions of the agreement and the release of all parties in connection with all matters relating to Tract 1; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute the Partial Termination and Release Agreement.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

February 26, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
SUBJECT: Approving a Consent Agreement of License Agreement with AT&T  
Mobility for 2610 Casper Country Club Road.

Recommendation:

That Council, by resolution, approve a Consent Agreement for a license agreement for a parcel located in and being a portion of SW ¼, SE ¼, of Section 14, Township 33 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming, consisting of one (1) acre, more or less, and located at 2610 Casper Country Club Road.

Summary:

The City entered into a License Agreement with WWC Holding Co. Inc., on September 5, 2006, for a parcel located in and being a portion of SW ¼, SE ¼, of Section 14, Township 33 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming, consisting of one (1) acre, more or less, and located at 2610 Casper Country Club Road. AT&T Mobility Corporation then became the successor in interest to WWC Holding Co. Inc. on June 22, 2010. AT&T Mobility Corporation has requested the City provide its signature for site modifications at the facility and for recertification.

A resolution and consent agreement have been prepared for Council's consideration.

## CONSENT AGREEMENT

This Consent Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the following parties:

1. The City of Casper of Casper, Wyoming ("Licensor"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. New Cingular Wireless PCS, LLC ("Licensee"), 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324.

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

### RECITALS

A. The parties entered into a License Agreement on September 6, 2006, for Communication Towers and Wireless Telecommunication Facilities at:

A Parcel located in and being a portion of SW ¼, SE ¼, of Section 14, Township 33 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Legal Description of Premises: Beginning at a point which lies South 32° 29' East 1,558.8 feet from the center quarter corner of said Section 14, said point being the northwesterly corner of the tract being described and said point lying on the north line of the SW ¼ SE ¼ in said Section 14; thence North 89° 14' East 208.7 feet along said north line of the SW ¼ SE ¼ of Section 14 to a point, thence South 0° 46' West 208.7 feet to a point; thence South 89° 14' West 208.7 feet to a point; thence North 0° 46' West 208.7 feet to the point of beginning, said parcel containing 1.00 acre, more or less.

B. The Licensor received an updated Building Permit Application from Timothy D. Burmer, FM Group, Inc., and the Licensee is requesting the Licensor's signature as the property owner for site modifications at the facility on the above referenced property.

C. The Licensor also received an undated "Recertification for Communication Towers and Wireless Telecommunication Facilities" document, and the Licensee is requesting the Licensor's signature as the property owner for the recertification.

D. The Licensor desires to grant the Licensee's requests, subject to the terms and conditions of this Agreement.

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

1. The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.
2. The Licensor hereby agrees to execute the Building Permit Application and the “Recertification for Communication Towers and Wireless Telecommunication Facilities” documents as the property owner.
3. The Licensor’s grant of consent is subject to Licensee’s agreement to and compliance with the following conditions:
  - A. Licensee shall comply with all of the terms and conditions of the License Agreement and all subsequent amendments thereto, including, but not limited to, providing all insurance and indemnification required thereunder.
  - B. If the Licensor is signing as the Owner for a *Natrona County Development Building Permit Application*, or for a *Recertification for Communication Towers and Wireless Telecommunication Facilities*, or any other substantially similar document, then Licensee agrees to comply with all Natrona County adopted Building Codes and Wyoming state laws regulating the construction of the project, and not to violate any restrictive covenant of the abstract. Licensee further agrees to hold the Licensor harmless from any and all violations of those building codes, laws and restrictive covenants, and to pay any and all fees for the building permit application and/or recertification.
  - C. If Licensor’s consent is requested prior to the closing of proposed transaction, then closing actually happening is a condition precedent to effectiveness and validity of the Licensor’s consent. If the closing of a proposed transaction does not occur, the Licensor’s consent is void.

APPROVED AS TO FORM:

Walker Tremblay

ATTEST:

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

WITNESS:

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

LICENSOR:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Paul Meyer  
Mayor

LICENSEE:

New Cingular Wireless PCS, LLC a  
Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

Becky John Haney  
\_\_\_\_\_  
Printed Name: Becky John Haney  
Title: Area Manager SAQ Mods

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by Paul Meyer as the Mayor of the City of Casper, Wyoming.

(Seal, if any)

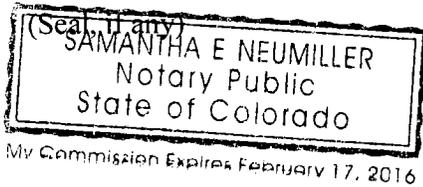
\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF Colorado )  
 ) ss.  
COUNTY OF Archapango )

This instrument was acknowledged before me on this 29 day of Jan, 2014 by Becky John Haney as the Area Manager of New Cingular Wireless PSC, LLC



Sally E. Bair  
(Signature of notarial officer)

Project Controls  
Title (and Rank)

[My Commission Expires: 2/17/16]

Natrona County Development Department  
200 North Center Street, Room 202  
Casper, WY 82601  
Phone: 307-235-9435  
Fax: 307-235-9436

## RECERTIFICATION FOR COMMUNICATION TOWERS AND WIRELESS TELECOMMUNICATION FACILITIES

Adopted by the Natrona County Board of County Commissioners  
December 4, 2012

A. RECERTIFICATION OF A CONDITIONAL USE PERMIT FOR WIRELESS TELECOMMUNICATIONS FACILITIES.

(1.) Between twelve (12) months and six (6) months prior to the five (5) year anniversary date after the effective date of the Conditional Use Permit and all subsequent five (5) year anniversaries of the effective date of the original Conditional Use Permit for Wireless Telecommunications Facilities, the holder of a Conditional Use Permit for such Wireless Telecommunication Facilities shall submit a signed written request to the County for recertification. In the written request for recertification, the holder of such Conditional Use Permit shall note the following:

(a) The name of the holder of the Conditional Use Permit for the Wireless Telecommunications Facilities;

(b) If applicable, the number or title of the Conditional Use Permit;

(c) The date of the original granting of the Conditional Use Permit;

(d) Whether the Wireless Telecommunications Facilities have been moved, re-located, rebuilt, or otherwise visibly modified since the issuance of the Conditional Use Permit and if so, in what manner;

(e) If the Wireless Telecommunications Facilities have been moved, re-located, rebuilt, or otherwise visibly modified, then whether the County approved such action, and under what terms and conditions, and whether those terms and conditions were complied with;

(f) That the Wireless Telecommunications Facilities are in compliance with the Conditional Use Permit and compliance with all applicable codes, Laws, rules and regulations;

(g) Recertification that the Tower and attachments both are designed and constructed and continue to meet all local, County, State and Federal structural requirements for loads, including wind and ice loads. Such recertification shall be by a Professional Engineer licensed in the State, the cost of which shall be borne by the Applicant.

(h) Requested recertification information and documentation shall be accompanied by a \$500.00 recertification fee, made payable to Natrona County treasurer, by each Wireless Telecommunications Facility owner within twelve (12) and six (6) months prior to each successive five (5) anniversary of the effective date of the original Conditional Use Permit for each Wireless Telecommunications Facility.

(2.) If, after such review, the County determines that the permitted Wireless Telecommunications Facilities are in compliance with the Conditional Use Permit and all applicable statutes, laws, local laws, resolutions, codes, rules and regulations, then the County will issue a recertification of the Conditional Use Permit for the Wireless Telecommunications Facilities, which may include any new provisions or

conditions that are mutually agreed upon, or that are required by applicable statutes, laws, resolutions, codes, rules or regulations. If, after such review it is determined that the permitted Wireless Telecommunications Facilities are not in compliance with the Conditional Use Permit and all applicable statutes, laws, resolutions, codes, rules and regulations, then the County may refuse to issue a recertification Conditional Use Permit for the Wireless Telecommunications Facilities, and in such event, such Wireless Telecommunications Facilities shall not be used after the date that the Applicant receives written notice of the decision by the County until such time as the Facility is brought into compliance. Any decision requiring the cessation of use of the Facility or imposing a penalty shall be in writing and supported by substantial evidence contained in a written record and shall be promptly provided to the owner of the Facility.

(3.) If the Applicant has submitted all of the information requested and the fees that are required by this Resolution, and if the review is not completed, as noted in subsection (B) of this section, prior to the five (5) year anniversary date of the Conditional Use Permit, or subsequent five (5) year anniversaries, then the Applicant for the permitted Wireless Telecommunications Facilities shall receive an extension of the Conditional Use Permit for up to six (6) months, in order for the completion of the review.

(4.) If the holder of a Conditional Use Permit for Wireless Telecommunications Facilities does not submit a request for recertification of such Conditional Use Permit within the timeframe noted in subsection (A) of this section, then such Conditional Use Permit and any authorizations granted there under shall cease to exist on the date of the fifth anniversary of the original granting of the Conditional Use Permit, or subsequent five (5) year anniversaries, unless the holder of the Conditional Use Permit adequately demonstrates that extenuating circumstances prevented a timely recertification request. If the County agrees that there were legitimately extenuating circumstances, then the holder of the Conditional Use Permit may submit a late recertification request or Application for a new Conditional Use Permit.

#### B. ANNUAL NIER CERTIFICATION.

The holder of the Conditional Use Permit shall annually certify to the County that NIER levels at the site are within the threshold levels adopted by the FCC.

(1.) Certification that the NIER levels at the proposed site are within the threshold levels adopted by the FCC in the form and format required by the County or its consultant;

#### C. LIABILITY INSURANCE.

(1.) A holder of a Conditional Use Permit for Wireless Telecommunications Facilities shall secure and at all times maintain public liability

insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Conditional Use Permit in amounts as set forth as follows: Commercial General Liability covering personal injuries, death and property damage: \$1,000,000 per occurrence \$2,000,000 aggregate;

a) Automobile Coverage: \$1,000,000.00 per occurrence/ \$2,000,000 aggregate;

b) Workers Compensation and Disability: Statutory amounts.

(2.) The Commercial General Liability insurance policy shall specifically include the County and its officers, boards, employees, committee members, attorneys, agents and consultants as additional named insured.

(3.) The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least "A".

(4.) The insurance policies shall contain an endorsement obligating the insurance company to furnish the County with at least thirty (30) day's prior written notice in advance of the cancellation of the insurance.

(5.) Renewal or replacement policies or certificates shall be delivered to the County at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.

(2.) Certification that the proposed Antenna(s) will not cause interference with other telecommunications devices;

(3.) A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities;

(4.) Information from a structural engineer licensed in the State of Wyoming on the structural integrity of the tower.

**APPLICATION INSTRUCTIONS**

Recertification of a conditional use permit for a wireless telecommunication facility on the parcel of land described hereon. By completing the application form and providing the other requested information, your application will be acted upon in the fastest, fairest manner prescribed by law.

Person preparing report:

Name: Timothy D. Burmer - FM GROUP INC  
Address: 15974 N. 77th St., Suite 100, Scottsdale, AZ 85260  
Phone Number: (480)397-0043

Property Owner:

Name: City of Casper, Wyoming  
Mailing Address: 200 N. David Street, Casper, WY 82601  
Phone Number: 307-235-8224  
Physical Address: 2610 Casper Country Club Road, Casper, WY 82609  
Tax map parcel no: 337914-40-000-100  
AT&T FA#10139371 - AT&T Site WYL01002 (Casper South)

Applicant:

Name: New Cingular Wireless PCS, LLC  
Address: 15974 N. 77th St., Suite 100, Scottsdale, AZ 85260  
Phone Number: (480) 397-0043  
Legal form (Corporation, LLC, etc.) Corporation  
If purchased tower dated of purchase: \_\_\_\_\_  
GPS coordinates of tower: 42-49-26.4 N; 106-17-06.0 W  
Original Conditional Use Permit resolution number: CU06-006  
Dated of original Conditional Use Permit: January 2006

Operator:

Name: AT&T Mobility Corporation  
Address: 188 Inverness Drive West, Englewood, CO 80112  
Phone Number: 303-694-6062

**Signatures**

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record, except as modified by applicable regulations. I (We) further understand that all application fees are non-refundable.

Applicant: Timothy D. Burmer Date: 2/10/14  
(Signature)

Print Applicant name: Timothy D. Burmer

Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Print Owner name: \_\_\_\_\_



# NATRONA COUNTY DEVELOPMENT

200 N Center St., Suite 205  
Casper, WY 82601  
307 235-9435 FAX 307 235-9436

## BUILDING PERMIT APPLICATION

→AVERAGE PROCESSING TIME 7-10 DAYS. INCOMPLETE APPLICATIONS CANNOT BE PROCESSED←

Address: 2610 Casper Country Club Road Zoning District: UA  
Casper, WY 82609

Parcel No.: 337914-40-000-100 Legal Description: 14-33-79Exempt

Property Owner: City of Casper Phone: 307-235-8224  
AT&T FA# 10139319

Applicant Name: New Cingular Wireless PCS, LLC Phone: 480-397-0043  
Timothy Burmer

Mailing Address: 15974 N. 77th St., Suite 100, Scottsdale, AZ 85260

Contractor: To Be Determined Phone: \_\_\_\_\_

Description of Work: AT&T Site WYL01002 (Casper South) Site Modifications

Building use: wireless site Has work commenced on this project? x No \_\_\_ Yes

BUILDING TYPE:  SFD  Multifamily  IRC/Manufactured  Mobile Home  
 Commercial/Industrial  Addition  Alteration/Remodel Other: wireless site

CONSTRUCTION TYPE:  Concrete/Block  Steel  Heavy Timber  Stick Frame  
 \*Post/Pole Frame (see notice from B.O.) Other: \_\_\_\_\_

FOUNDATION:  Crawl Space  Basement  Concrete Slab Other: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_ Side Wall/Height: \_\_\_\_\_ Total SF: \_\_\_\_\_

Valuation: \$65,000.00

**Owner/Builder should check with utility (power/water) companies prior to application to assure adequate service**

I hereby acknowledge that I have read the application, the above information is correct and agree to comply with all Natrona County adopted Building Codes and State Laws regulating to building construction. I further agree this building does not violate any restrictive covenant of the abstract.

Timothy D. Burmer  
Signature of Contractor/Authorized Agent

Timothy D. Burmer  
Print Name

2/10/14  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### CERTIFICATE OF OCCUPANCY REQUESTS REQUIRE TWO BUSINESS DAYS NOTICE

Electrical, Mechanical, and Plumbing permits are separate.  
A Permit expires 180 days from issued date.  
Call for inspections 24 hours in advance no later than 3:30 p.m.  
307-235-9435

**Re-inspect fees will be assessed after 2 inspections for same item. Min. 1½ hrs**

RESOLUTION NO. 14-42

A RESOLUTION AUTHORIZING A CONSENT AGREEMENT  
FOR LICENSE AGREEMENT BETWEEN THE CITY OF  
CASPER AND AT&T MOBILITY CORPORATION.

WHEREAS, the City of Casper and WWC Holding Co. Inc. entered into a License Agreement, on September 5, 2006, for a parcel located in and being a portion of SW ¼, SE ¼, of Section 14, Township 33 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming, consisting of one acre, more or less, and located at 2610 Casper Country Club Road; and,

WHEREAS, on June 22, 2010, AT&T Mobility Corporation became successor in interest to WWC Holding Co. Inc.; and,

WHEREAS, the City of Casper received an updated Building Permit Application from Timothy D. Burmer, FM Group, Inc., and the Licensee is requesting the City's signature as the property owner for site modifications at the facility; and,

WHEREAS, the City of Casper also received an undated "Recertification for Communication Towers and Wireless Telecommunication Facilities" document, and the Licensee is requesting the City's signature as the property owner for the recertification; and,

WHEREAS, The City of Casper desires to grant the Licensee's requests, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest the Consent to Agreement of foregoing license agreement with AT&T Mobility Corporation.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
*Paul L. Meyer*  
Mayor

February 10, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services for Design and Construction Administration  
Sam H. Hobbs Regional Wastewater Treatment Facility Centrifuge Installation,  
Project 13-66

Recommendation:

That Council, by resolution, authorize a contract for professional services with Burns & McDonnell Engineering for design and construction administration services for the Sam H. Hobbs Regional Wastewater Treatment Facility Centrifuge Installation, Project 13-66, in the amount of \$157,965.

Summary:

The Dewatering Building at the facility was originally constructed with space for two centrifuge units, although only one centrifuge was originally installed. For the purposes of redundancy and efficiency the second centrifuge will be installed as part of this project, and will be the identical model as the first in the interest of consistency of operation and repairs.

Burns & McDonnell Engineering has a thorough understanding of the Dewatering Building and the centrifuge process specifically. City of Casper Public Utilities and Engineering personnel have negotiated a fee in the amount of \$157,965 for both the design and construction administration services.

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

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

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

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

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

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

### RECITALS

A. The City is undertaking a project to add a new centrifuge at the Sam H. Hobbs Regional Wastewater Treatment Plant located at 2400 Bryan-Evansville Road in Casper, Wyoming, hereinafter referred to as the "Project."

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

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

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

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

1. SCOPE OF SERVICES:

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

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a maximum of One Hundred Fifty-Seven Thousand Nine Hundred Sixty-Five Dollars (\$157,965), which covers the Scope of Services presented in this Agreement.

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

4. METHOD OF PAYMENT:

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

WITNESS

CONSULTANT  
Burns & McDonnell Engineering Company,  
Inc.

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

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

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

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

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

The City nor Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the other: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City or Contractor within five (5) business days of any assignment or transfer.

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

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

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

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

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

12. INTENT:

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

carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract. Consultant's services and any instruments of services, work product, counsel or advice will be performed and/or will be prepared solely for the benefit of City and not for the benefit of any other person or entities. No other person or entity has any right or reason to rely on any instruments or services, work product, counsel or advice arising out of this Contract.

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

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

**Exhibit "A" – Scope of Work**  
**Sam H. Hobbs Regional Wastewater Treatment Facility**  
**Centrifuge Addition Project**

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

A. Design.

1. The design includes the addition of one new Andritz centrifuge in the previously prepared space for it, directly adjacent to the existing centrifuge used by Wastewater Treatment Facility (WWTF) personnel.
2. The Consultant shall conduct investigations of the existing project site as necessary to verify existing conditions, especially the existing dimensions inside the centrifuge facility, existing electrical power equipment, existing controls equipment, etc.
3. The Consultant shall coordinate with Owner all specific project requirements and other work related to the project.
4. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability. However, the centrifuge shall be the appropriate Andritz model to match equipment and accessories already in place with the existing centrifuge in the facility to avoid the need for two different sets of training, manuals, parts, service, etc. The Consultant shall include a "no equals accepted" condition in the drawings and specifications with regard to the centrifuge and associated equipment.
5. The Consultant shall conduct a kick-off meeting to review the scope of services and provide an opportunity for the Owner to provide input regarding the conduct and goals of the project. The meeting will also be used to identify the project team members and for the Consultant to visit the facility to collect additional data necessary for the project.

The goals of this initial meeting are to:

- Review project scope/schedule/budget.
- Discuss items critical to successfully execute the project.
- Specify the lines of communication.
- Identify key project issues/Owner concerns.

- Establish tentative team meeting dates for review of the project.
  - Identify Owner personnel who are to provide information /services during the work.
  - Get Owner input on design items.
6. The Consultant shall schedule and conduct Progress Meetings with the Owner during the course of preparing drawings and specifications to discuss the status of the project. The meetings shall include a review of current and upcoming tasks as well as a review of the project schedule. The meetings will also be an opportunity to resolve outstanding issues and plan the remaining project execution. The Consultant shall conduct four (4) Progress Meetings, with two (2) of these meetings held at the Owner facilities, and two (2) of these meetings conducted by conference call. The Consultant shall prepare an agenda and distribute meeting minutes for each Progress Meeting.
7. The Consultant shall provide the Owner with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses.
8. It is assumed that a Wyoming Department of Environmental Quality (WDEQ) Permit to Construct will be required prior to advertising the Project for bid. WDEQ typically requires a Preliminary Design Report (PDR) accompany the Contract Documents regardless of the size or complexity of the improvement project. The Consultant will prepare and submit the PDR to WDEQ and revise as necessary to obtain the Permit to Construct.
- Prepare preliminary estimate of probably construction costs for the project based on information contained in the preliminary design documents.
  - Furnish three (3) approval copies of the above preliminary design documents and estimate of probably construction costs.
  - Review and respond to the Owner review comments as compiled by Owner's project representative. If applicable, the review comments will be addressed in the final preliminary design documents.
  - Furnish three (3) copies of the final preliminary design documents.
9. The Consultant shall develop a set of 65% plans and specifications for the proposed centrifuge addition. The plans and specifications will be substantially based on the Consultant's previous work with the 2009 Sam H. Hobbs Regional WWTF Improvements Project. The preliminary plans will be prepared in accordance with the Consultant's drafting standards.

The specifications will utilize the Owner's front end documents and General Conditions (including Supplementary Conditions) shall be based on current City of Casper approved documents.

10. The Consultant shall provide an opinion of probable cost for the proposed centrifuge addition based on the 65% plans and specifications. The preliminary opinion of cost is based on the Consultant's experience and judgment and will be used to establish a budget for the project and to make decisions for final design that may include cost considerations. The opinion of cost may not reflect the actual value of bids received based on the final bid documents, since the Consultant does not have control over the factors used by contractors in preparing their bids.
11. The Consultant shall coordinate with the City of Casper Building and Fire Departments to ensure adopted codes are used in the design. The Consultant shall prepare submittals as required for approval by each of these departments.
12. The Consultant shall provide four (4) copies of the 65% plans and specifications to the Owner for review and comment. The Owner shall respond with comments within three (3) weeks of the Consultant's submittal. The Consultant shall provide QA/QC reviews in accordance with their internal quality control program. The Consultant shall resolve any QA/QC comments and incorporate Owner comments into the 100% plans and specifications.
13. The Consultant shall develop a set of 100% plans and specifications for the proposed centrifuge addition. The plans and specifications shall be substantially based on the 65% designs developed under Task 1.4 The final plans shall be prepared in accordance with the Consultant's drafting standards. The specifications shall utilize the Owner's front end documents and General Conditions (including Supplementary Conditions) shall be based on current City of Casper approved documents.
14. The Consultant shall provide a final opinion of probable cost for the proposed centrifuge addition based on the 100% plans and specifications. The final opinion of cost is based on the Consultant's experience and judgment and will be used to establish a budget for the project and to make decisions for final design that may include cost considerations. The opinion of cost may not reflect the actual value of bids received based on the final bid documents, since the Consultant does not have control over the factors used by contractors in preparing their bids.

15. The Owner shall conduct a final review of the 100% plans and specifications and the Consultant will provide QA/QC reviews in accordance with their internal quality control program. The Owner shall provide any final comments within three (3) weeks of the submittal. The Consultant shall resolve any QA/QC comments and incorporate Owner comments into the finalized plans and specifications.
16. The Consultant shall submit the 100% plans, specifications, and PDR as necessary to obtain a WDEQ Permit to Construct for the Project. This will involve preparing a drawing submittal in the format required by WDEQ, and meeting with their staff to review the submittal. Subsequent to the review, all special requirements that are required for approval will be included into the final bid documents.
17. The Consultant shall revise and finalize the drawings and specifications incorporating the Owner's review comments, WDEQ review comments, and the Consultant's QA/QC process. The Consultant will then make any final corrections and submit plans and specifications to the Owner ready for advertisement, two (2) weeks prior to the advertisement date. The Consultant shall supply the Owner with five (5) complete sets of final (100% completed) plans, and specifications in the form of a Project Manual.
18. The Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. "Half-size" (11" x 17") plan sheets may be used, provided all information on the drawings is legible, and with permission of the Owner.
19. Preliminary and final design drawings shall be in computer-aided drafting format. Digital format shall be compatible with AutoCAD Release 2006, or later. The Consultant shall coordinate all AutoCAD requirements to ensure one hundred percent (100%) compatibility with the Owner's CAD system.
20. Consultant shall provide the City Engineering Office a copy of final drawings of the Project in AutoCAD format on one (1) set of compact discs (CD) labeled as *"Final Design Drawings – WWTF Centrifuge Addition, Project No. 13-66"*.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the centrifuge addition and all associated electrical and controls equipment.

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

C. Sub-consultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any sub-consultant that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and timely payment of services provided by sub-consultant(s).
4. All Applications for Payment shall be accompanied by complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or liens filed in connection with the Work.
5. In lieu of the releases or waivers of Liens specified in paragraph 3.D.4 and as approved by Owner, Consultant may furnish receipts or releases in full and an affidavit of Consultant that:
  - (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and
  - (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any sub-consultant or supplier fails to furnish such a release or receipt in full, Consultant may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

D. Advertising and Bidding.

1. The Consultant shall send advance notice of the project to interested Bidders.
2. The Consultant shall provide the edited "front end" documents in digital form to Owner two (2) weeks prior to project advertisement.
3. The Consultant shall send Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.
4. The Consultant shall provide the Owner with services for distribution of Bidding Documents from its Denver, CO office. The Consultant shall determine a fee to be charged to Bidding Document recipients based solely on offsetting its expenses, including printing, binding, postage for mailing, etc. The Consultant shall provide up to twenty-five (25) sets of Bidding Documents to contractors who request sets.
5. The Consultant shall assist the Owner with the preparation of appropriate bid advertisement by providing any relevant technical information.
6. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The consultant shall take minutes of the meeting and distribute them to all plan holders. The Consultants attendees shall include the Project Manager, Process Design Lead, and Resident Project Representative (RPR).
7. During the bidding period, the Consultant shall maintain a formal log of all written communications from prospective bidders requesting interpretation(s). The Consultant will communicate with the Owner to determine the need for written addenda.
8. The Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute to all plan holders at least seven (7) days prior to the bid opening. Any official changes to the Bidding Documents during the bidding period shall be made by addenda.

9. During the bidding period, the Consultant shall evaluate requests for equipment or material substitutions, including "Engineer approved equals," from any prospective bidder. The Consultant shall advise the Owner of all such requests and, upon concurrence with the Owner, prepare and distribute addenda as described above.
10. The Consultant shall assist the City in opening, tabulating, and evaluating bids. The Consultant shall review the apparent low bid responsiveness, math extensions, references, and supplier and subcontractor listings.
11. The Consultant shall provide a written opinion to the City Engineering Office, stating a recommendation for awarding the bid.
12. The Consultant shall prepare the contract documents for signature and shall deliver electronic (PDF) copies to the Owner. Owner shall issue the Notice of Award, including the Agreement, Performance and Payment Bonds, and Joint Account Agreement. The Owner shall also issue the Notice to Proceed during the Pre-construction Conference, after receiving and reviewing all executed contract documents as required by the Notice of Award, including the Agreement, Performance and Payment Bonds, Certificates of Insurance, Workers' Compensation Coverage, Unemployment Insurance Coverage, Joint Account Agreement, W-9 Form (if necessary), and the signed/accepted Notice of Award.

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

1. Contract front-end documents.
2. Supplemental as-builts, owner's manuals, and other technical information pertinent to the facility and associated equipment affected by the Work.

F. Engineer's Performance Expectations.

1. Consultant agrees that Consultant's work shall be performed with that degree of skill and judgment which is normally exercised by professional engineering firms performing services of a similar nature in the same locale, and that the work shall be performed and shall conform to generally accepted engineering standards and practices. Consultant will re-perform any services not meeting this standard without additional compensation.
2. The Owner agrees to hold the Consultant harmless for all change order costs not due to the Consultant's negligent acts, errors, or omissions.

Owner also agrees to hold Consultant harmless for Consultant recommended or required change order costs resulting from negligent acts or omissions of the Consultant that total less than the percentages indicated in the following schedule based on final construction costs:

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

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

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

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

G. Construction Administration.

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 shall prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant shall 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 WDEQ and other entities as required to construct the improvements. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), 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.

- 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 the date. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
- f. Consultant shall maintain a correspondence file including, but not limited to, all memoranda, correspondence, and minutes of the progress meetings.

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

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

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

the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

11. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
  - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that

might affect the amount that should be paid.

12. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
13. Walk-Through. Consultant shall conduct a walk-through 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).
14. Record Drawings. Consultant shall provide the Owner two (2) sets of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant has no duty to verify the accuracy or completeness of said information and, unless Consultant knows that said information is on its face inaccurate and/or incomplete, Consultant shall promptly advise Owner in reasonable detail of the inaccurate and/or incomplete information. Subject to said obligation and to advise and its obligation to transcribe the Contractor's redline construction drawings and/or other information provided by Contractor in a manner consistent with the Standard of Care, Consultant makes no representation regarding the accuracy or completeness of Contractor's record drawings. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit two (2) reproducible sets of 4-mil Mylar, 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and AutoCad format compatible with the Owner's system, labeled as "Record Drawings- *Sam H. Hobbs Regional Wastewater Treatment Facility Centrifuge Addition, Project No. 13-66*".
15. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted

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

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

RESOLUTION NO. 14-43

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH BURNS & MCDONNELL ENGINEERING FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE SAM H. HOBBS REGIONAL WASTEWATER FACILITY CENTRIFUGE INSTALLATION PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Sam H. Hobbs Regional Wastewater Facility Centrifuge Installation Project; and,

WHEREAS, Burns & McDonnell Engineering is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Burns & McDonnell Engineering, in the amount of One Hundred Fifty-Seven Thousand Nine Hundred Sixty-Five Dollars (\$157,965) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed One Hundred Fifty-Seven Thousand Nine Hundred Sixty-Five Dollars (\$157,965).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



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ATTEST:

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V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Paul L. Meyer  
Mayor

March 4, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: License Agreement with the Wyoming Department of Transportation  
Sewer Service to Frito-Lay Facility – 648 North Beverly Street

Recommendation:

That Council, by resolution, execute a license agreement with the Wyoming Department of Transportation (WYDOT), for installation of a sewer service within WYDOT right-of-way to serve the new Frito-Lay facility at 648 North Beverly Street.

Summary:

Frito-Lay is preparing to install a sewer service to their new facility at 648 North Beverly Street. Installation of the sewer service requires work within Beverly Street, a WYDOT controlled right-of-way.

As the sewer main is owned and operated by the City of Casper, WYDOT requires a license for this installation. The license documents the conditions under which the facility may be installed and is required by WYDOT.

A resolution is prepared for Council's consideration.

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

**LICENSE**

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

2. **Purpose of License.** The Licensee is planning the construction of a Sanitary Sewer Service  
hereinafter referred to as Facility, located in:

Section(s) 3 Township 33N Range 79W County (ies) Natrona

Route \_\_\_\_\_ Milepost (RM) \_\_\_\_\_ Company Tracking Number: \_\_\_\_\_

GPS Coordinates:

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).

For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

Entering R/W: Latitude 42.85696 N. Longitude 106.29785 W

End of Service

~~Exiting R/W:~~ Latitude 42.85699 N Longitude 106.29776 W

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

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

4. **Responsibilities of Licensee.**

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

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

## PLAN VIEW REQUIREMENTS

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

## AERIAL HIGHWAY CROSS SECTION

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

## BURIED HIGHWAY CROSS SECTION

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

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

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

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

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

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

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

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

**l. Sovereign Immunity.**

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

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

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

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

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

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

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

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

**LICENSEE**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

**AGENCY**

\_\_\_\_\_  
District Representative Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

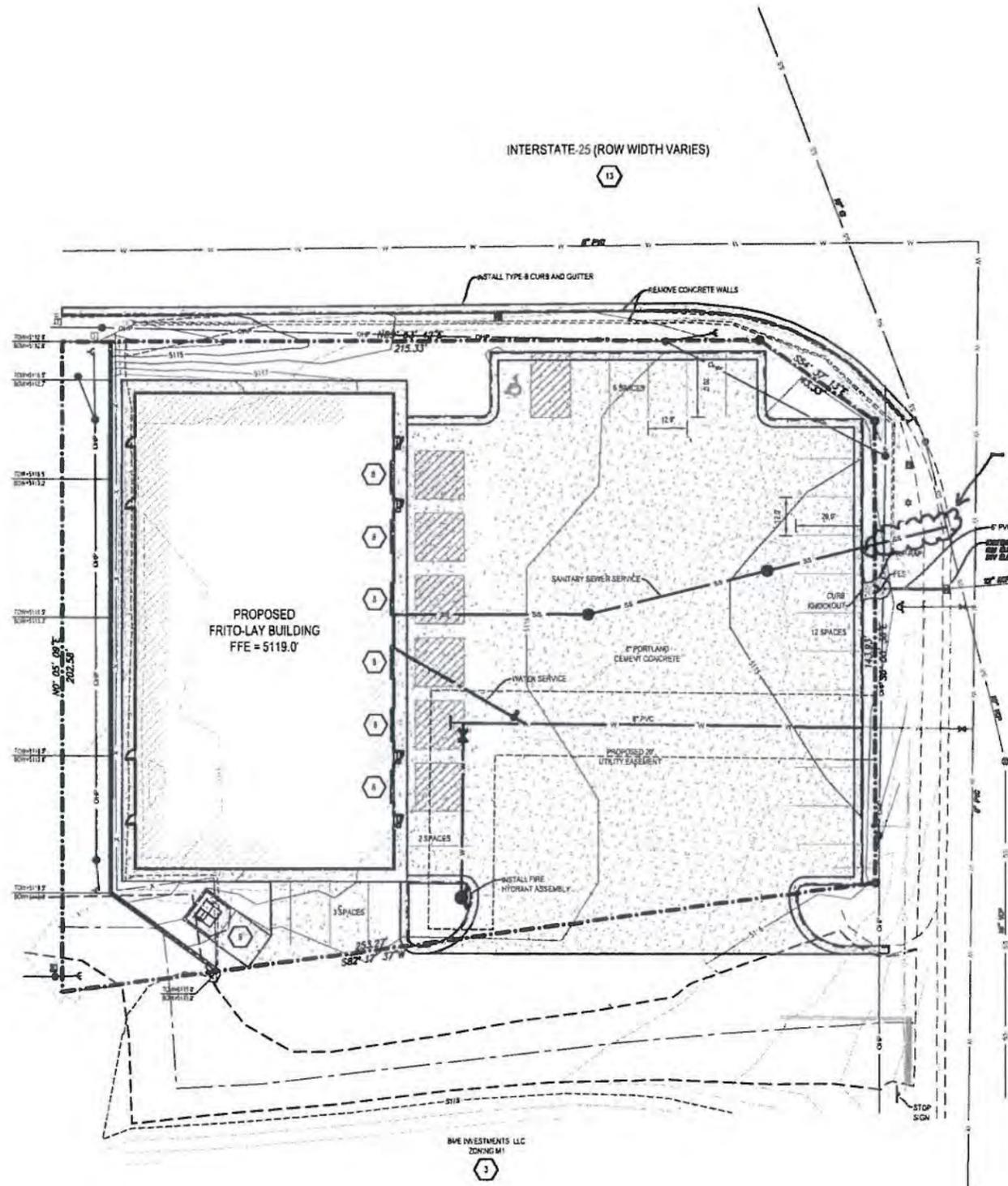
APPROVAL AS TO FORM

I have reviewed the attached *License Between the Transportation Commission of Wyoming and the City of Casper, Wyoming for the Construction of a Sanitary Sewer Service*, and approve it as to form on behalf of the City of Casper, Wyoming.

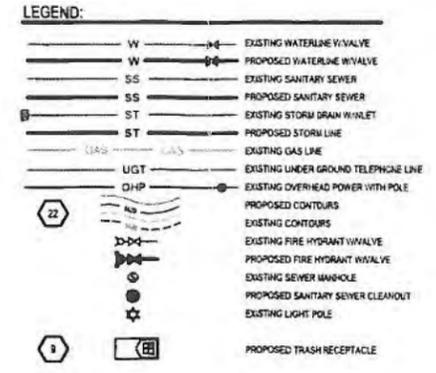
Dated: February 14, 2014



Wallace Trembath III  
Assistant City Attorney



- |  |  |
|--|--|
| <p>1 LEGAL DESCRIPTION AND COMADH ADDRESS<br/>PORTION OF NE 14 SE 14 SECTION 3 T3N R7W TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING<br/>548 N BEVERLY ST CASPER, WYOMING 82601</p> <p>4 CURRENT ZONING M1<br/>PROPOSED ZONING M1</p> <p>6 AS SHOWN ON PLAN</p> <p>7 BUILDING HEIGHT 24'-2" (7' MINIMUM SETBACK)<br/>BUILDING SETBACKS:<br/>NORTH- 18'-2"<br/>EAST- 14'-2"<br/>SOUTH- 24'-2"<br/>WEST- 22'-2"</p> <p>8 AS SHOWN ON PLAN, 28" DOCK HEIGHT, 12' x 17' DOORS</p> <p>10 NOT APPLICABLE TO THIS SITE</p> <p>11 NOT APPLICABLE TO THIS SITE</p> | <p>12 NOT APPLICABLE TO THIS SITE</p> <p>16 NOT APPLICABLE TO THIS SITE</p> <p>17 SEE LANDSCAPING PLAN</p> <p>18 NOT APPLICABLE TO THIS SITE</p> <p>20 GENERAL NOTES<br/>A. TOTAL LAND AREA 1.06 ACRES / 46,162 S.F.<br/>B. TOTAL BUILDING FOOTPRINT 11,940 S.F.<br/>C. PERCENTAGE OF LAND COVERED BY BUILDINGS 25.7%<br/>D. BUILDING HEIGHT(S) 24'-2"<br/>E. NUMBER OF STORES AND TOTAL LEASABLE S.F. 1 STORES / 11,940 S.F.<br/>F. NUMBER OF PARKING SPACES REQUIRED 12 (0 HC, 1 VAN HC)<br/>F.A. OFFICE - 2,527 S.F. x 2.79' 1,300 + 7 SPACES<br/>F.B. WAREHOUSE - 9,313 S.F. x 0.5' x 1,000' 5 SPACES<br/>G. NUMBER OF PARKING SPACES PROVIDED 23 (0 HC, 1 VAN HC)<br/>H. SQUARE FOOTAGE OF ALL LANDSCAPED AREAS 7,482 S.F.<br/>I. PERCENTAGE OF SITE COVERED BY LANDSCAPING: 16.2%<br/>J. AREA TO BE DISTURBED: 1.1 ACRES - 49,000 S.F.</p> <p>22 SEE DRAINAGE STUDY</p> <p>24 8" PORTLAND CEMENT CONCRETE PAVEMENT PER GEOTECH REPORT</p> <p>25 TRAFFIC STUDY NOT REQUIRED</p> |
|--|--|



DATE	
REVISIONS	
SITE PLAN (REGULATORY)	

BME INDUSTRIAL COMPANIES, LLC  
FRITO-LAY  
CASPER, WYOMING 82601

PROJECT # 13-56  
DATE 2/10/14  
DRAWN BY DW

SITE PLAN  
SHEET  
C1.0

EXHIBIT "A"

RESOLUTION NO. 14-44

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

WHEREAS, Frito-Lay is preparing to install a sewer service to their new facility at 648 North Beverly Street; and,

WHEREAS, construction of the sewer service requires installation within Wyoming Department of Transportation right-of-way; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute a license agreement for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute a license agreement with the Wyoming Department of Transportation for the Frito-Lay sewer service.

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 4, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Two License Agreements with the Wyoming Department of Transportation  
Salt Creek Highway and US 20/26 Bypass Sanitary Sewer Realignment

Recommendation:

That Council, by resolution, authorize two (2) license agreements with the Wyoming Department of Transportation (WYDOT), for installation of a sanitary sewer and a storm sewer line within WYDOT right-of-way for the Salt Creek Highway and US 20/26 Bypass Sanitary Sewer Realignment Project, No. 13-40.

Summary:

The Wyoming Department of Transportation (WYDOT) is preparing to realign the Salt Creek Highway and US 20/26 Bypass intersection. The realignment requires the relocation of approximately 900 feet of 18" sanitary sewer main and the lowering of approximately 1,300 feet of 18" sanitary sewer main. An associated storm sewer will be required for these modifications.

As this work is within WYDOT right-of-way, WYDOT requires that a license agreement be executed. The license documents the conditions under which the facility may be installed and is required by WYDOT.

A resolution is prepared for Council's consideration.

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

**LICENSE**

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

2. **Purpose of License.** The Licensee is planning the construction of a Sewer line ( Storm Culvert A, Sh. ST1)  
WYDOT Station on 20/26: 188+78 to 189+39, See Attached Plans

\_\_\_\_\_ hereinafter referred to as Facility, located in:

Section(s) 31 Township 34 Range 79 County (ies) Natrona

Route \_\_\_\_\_ Milepost (RM) 1.685 Company Tracking Number: \_\_\_\_\_

GPS Coordinates:

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

Entering R/W: Latitude 42.8641N Longitude 106.3683W

Exiting R/W: Latitude 42.8641N Longitude 106.3681W

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

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

4. **Responsibilities of Licensee.**

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

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

## PLAN VIEW REQUIREMENTS

- Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
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- Existing major utility facilities.
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- Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
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- Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
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- Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
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## AERIAL HIGHWAY CROSS SECTION

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- Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- If casing pipe or conduit is used, indicate by dimension where the casing will end.
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- a. **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this permit.
  - b. **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
  - c. **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
  - d. **Applicable Law/Venue.** The construction, interpretation and enforcement of this License shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this License, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute § 1-39-104(a), Granting Immunity From Tort Liability, and all other state law.
  - e. **Award of Related Licenses.** The Agency may undertake or award supplemental or successor Licenses for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
  - f. **Construction Methods.** The license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
  - g. **Entirety of License.** This License, consisting of five (5) pages, and the attached Exhibits and Additional Stipulations consisting of the pages stamped thereon, represents the entire and integrated License between the parties and supersedes all prior negotiations, representations, and Licenses, whether written or oral.
  - h. **Indemnification.** The Licensee agrees to forever indemnify the Agency and save it harmless from all liability for damages to property, or injury to or death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, maintenance, surveillance, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the State or Federal highway system described or noted herein.

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

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

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

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

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

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

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

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

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

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

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

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

**LICENSEE**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Phone Number Fax Number E-mail

**AGENCY**

\_\_\_\_\_  
District Representative Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**LICENSE**

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

2. **Purpose of License.** The Licensee is planning the construction of a Sewer line (A, Sh. SS1 & SS2)  
WYDOT Station on 20/26: 200+57 to 210+56, See Attached Plans  
hereinafter referred to as Facility, located in:

Section(s) 31 Township 34 Range 79 County (ies) Natrona

Route \_\_\_\_\_ Milepost (RM) 1.94 Company Tracking Number: \_\_\_\_\_

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

Entering R/W: Latitude 42.8648N Longitude 106.3646W

Exiting R/W: Latitude 42.8661N Longitude 106.3605W

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

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

4. **Responsibilities of Licensee.**

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

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

## PLAN VIEW REQUIREMENTS

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

## AERIAL HIGHWAY CROSS SECTION

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

## BURIED HIGHWAY CROSS SECTION

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

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

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

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

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

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- j. **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- k. **Proof of Insurance.** The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.
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- m. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this License shall not be construed so as to create such status. The rights, duties and obligations contained in this License shall operate only between the parties to this License, and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- n. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this License.
- o. **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach.

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

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

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

**LICENSEE**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Phone Number Fax Number E-mail

**AGENCY**

\_\_\_\_\_  
District Representative Printed Name and Title

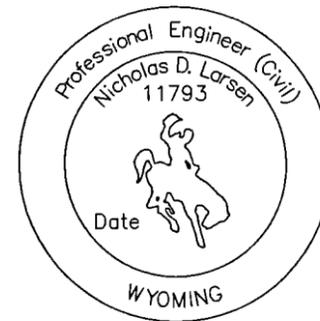
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Signature \_\_\_\_\_  
Date

**GENERAL NOTES:**

1. NOTES GIVEN HERE SHALL APPLY TO ALL SHEETS.
2. THE LOCATION OF THE EXISTING UTILITIES AND PIPELINES HAS BEEN SHOWN ON THE DRAWINGS BASED ON "AS-BUILT" MAPS AND LOCATION MAPS PROVIDED BY THE OWNER'S OF THE UTILITIES AND PIPELINES. THE EXACT LOCATION OF THESE FACILITIES MAY NOT BE SHOWN ACCURATELY ON THE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE UTILITY AND /OR PIPELINE COMPANIES IN THE AREA OF THE PLANNED WORK AND SECURE EXACT LOCATIONS FOR THOSE FACILITIES. THE CONTRACTOR SHALL REQUEST THE OWNER OF THE UTILITY TO PROVIDE THE NATURE, LOCATION AND ELEVATION OF THE UTILITY AT EACH LOCATION AND AT WHATEVER INTERVAL IS NECESSARY FOR THE WORK. IF THE UTILITY COMPANY CANNOT OR WILL NOT PROVIDE THE INFORMATION, THE CONTRACTOR SHALL OBTAIN THE INFORMATION BY WHATEVER MEANS NECESSARY. FOR EACH LOCATION, THE UTILITY SHALL BE TIED BOTH HORIZONTALLY AND VERTICALLY, BY COORDINATES, TO A DATUM DETERMINED BY THE ENGINEER AND CERTIFIED BY A LICENSED SURVEYOR. THE CONTRACTOR SHALL SHOW THE NATURE, LOCATION AND ELEVATION OF THE UTILITY ON THE ENGINEER'S CONTRACT DRAWINGS AND PROVIDE A COPY OF THE INFORMATION TO THE OWNER. NO TRENCHING OR EXCAVATION OPERATIONS SHALL TAKE PLACE UNTIL ALL UTILITIES HAVE BEEN CONTACTED AND LOCATIONS AND ELEVATIONS OF THE UTILITIES CONFIRMED.
3. OVERHEAD UTILITIES SHOULD BE RECOGNIZED BY THE CONTRACTOR AS A HAZARD. THE CONTRACTOR SHALL ABIDE BY W.S. 37-3-301 AT SEQ., KNOWN AS THE WYOMING HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS ACT BEFORE BEGINNING ANY WORK UNDER OR NEAR THE UTILITY.
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF CASPER STANDARD SPECIFICATIONS, LATEST EDITION
5. SERVICE SADDLES SHALL BE BRONZE OR STAINLESS STEEL BANDS, NUTS, AND WASHERS, FORD STYLE 202B OR 202BS WITH C.C. THREADS, OR APPROVED EQUAL.
6. 16" VALVES AND FITTINGS SHALL HAVE MECHANICAL JOINTS WITH MEGALUGS.
7. PLUG ABANDONED WATER MAINS WITH CONCRETE. CLOSE ALL ABANDONED VALVES, REMOVE VALVE BOXES AND FIRE HYDRANTS THROUGH THE SHOE AND FILL W/ SLURRY.
8. PLUG ABANDONED SEWER MAINS WITH CONCRETE. AT A MINIMUM REMOVE CONE AND LID SECTION OF ABANDONED MANHOLES AND FILL W/ SLURRY.
9. BACKFILL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
10. BACKFILL UTILITY TRENCH WITH SELECT BACKFILL UNDER ROAD SURFACES. NATIVE BACKFILL SHALL BE UTILIZED FOR THE OTHER SECTIONS OF THE UTILITY TRENCH UNLESS THE MATERIAL IS DETERMINED TO BE UNSUITABLE BY THE ENGINEER.
11. ALL SOILS IN THE AREA ARE IN THE MEDIUM TO HIGH SOIL CORROSIVITY RANGE.
12. TEMPORARY STANDPIPES FOR FLUSHING SHALL BE SIZED LARGE ENOUGH TO ACHIEVE A MINIMUM OF 2.5 FT/S.
13. CONTRACTOR SHALL BE REQUIRED TO SWAB ALL WATER MAINS 16" IN DIAMETER AND LARGER WITH WATER.
14. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE WATER AND SEWER MAIN REPLACEMENT CONSTRUCTION WITH THE OTHER PHASES IN THE ORIGINAL CONTRACT, ESPECIALLY THE REQUIRED DIRT WORK AND GRADING OPERATIONS.
15. COORDINATES ARE BASED ON WYOMING STATE PLANE COORDINATES, NAD 83/93. ELEVATIONS ARE BASED ON NGVD '29 DATUM.
16. WATERLINE MATERIALS SHALL CONFORM WITH THE REDUCTION OF LEAD IN DRINKING WATER ACT.

STATE OF WYOMING  
PROJECT NO. STP 1.25 P471001

CHANGE ORDER  
WATER AND SANITARY SEWER  
IMPROVEMENTS



BILL OF MATERIALS FOR LUMP SUM CHANE ORDER ITEM "WATER SYSTEM"		
DESCRIPTION	UNIT	TOTAL
16" C905 DR18 PVC Water Main	LF	1690
16" Gate Valve	EA	3
16" Fitting	EA	7
Connect to Existing 16 Water Main	EA	4
12" C900 DR18 PVC Water Main	LF	180
12" Fitting	EA	2
8" C900 DR18 PVC Water Main	LF	1515
8" DIP w/ Nitrile Gaskets Water Main	LF	880
8" Gate Valve	EA	6
8" Fitting	EA	16
Connect to Existing 8" Water Main	EA	3
Connect to Existing 6" Water Main	EA	2
Fire Hydrant Assembly	EA	6
Combination Air Release Valve Assembly	EA	1
Reconnect Water Meter	EA	1
Water Main Repair for Fire Hydrant Removal	EA	1
30" RCP	LF	62
30" Flared End Section	EA	2
Select Backfill	CY	750
Foundation Material	CY	20
Fill and Grading	CY	675
Asphalt Patch - 4" Asphalt/8" W-Base	SY	10

BILL OF MATERIALS FOR LUMP SUM CHANGE ORDER ITEM "SANITARY SEWER SYSTEM"		
DESCRIPTION	UNIT	TOTAL
18" SDR 35 PVC Sewer Main	LF	1060
48" Diameter Manhole	EA	5
Connect to Existing Sewer Main	EA	2
30" RCP	LF	62
30" Flared End Section	EA	2
Foundation Material	CY	10
Fill and Grading	CY	675

M:\land 2013\Engr\_Dwg\13-46\_WYDOT\_US\_20-26\_Sawr\_Utilitie\13-46\_WYDOT\_Permit\_WWSD\_Consistio.dwg - 12/11/2013 - Brien

DATE	REVISIONS	CHECKED	APPROVED	W.D. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:
				13-46	BT	JJ	NL
					DATE: 02/14	DATE: 02/14	DATE: 02/14



Civil Engineering Professionals, Inc.  
6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

CITY OF CASPER

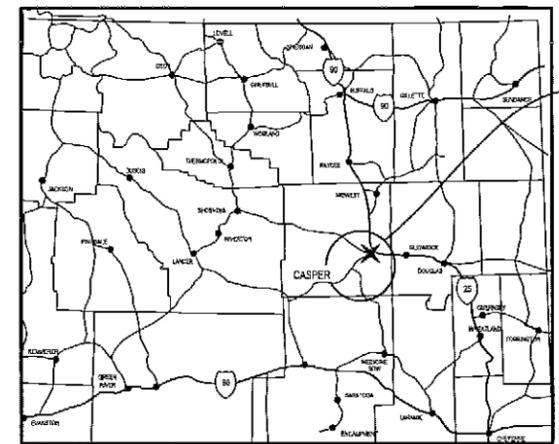
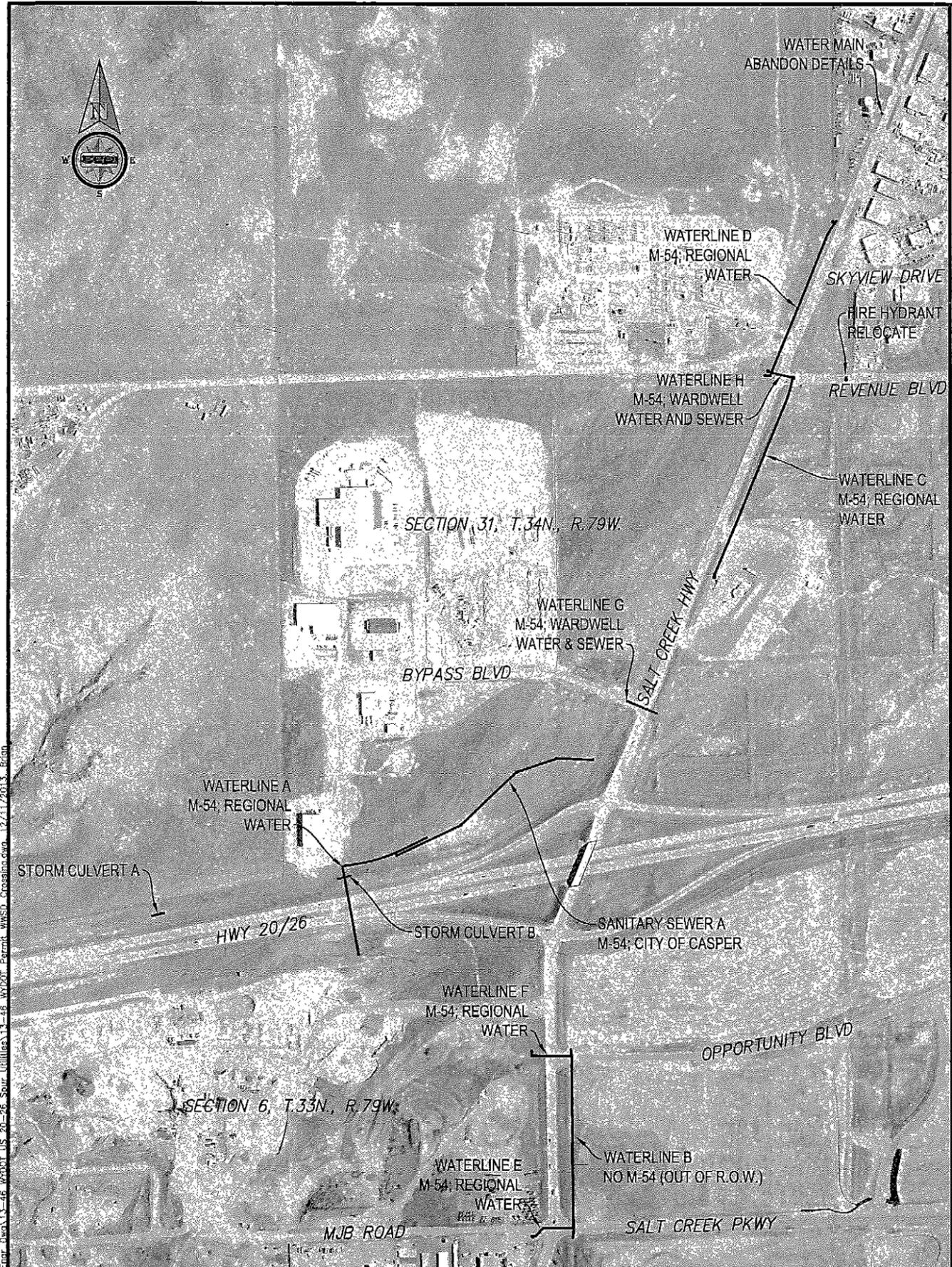
WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
GENERAL NOTES

SHEET

CASPER

WYOMING

1 of 16



**PROJECT LOCATION**



Sheet List Table	
Sheet Number	Sheet Title
1	GENERAL NOTES
2	SHEET INDEX - LEGEND
SS1	SANITARY SEWER A - STA 0+00 TO 5+00
SS2	SANITARY SEWER A - STA 5+00 TO END
ST1	STORM CULVERTS A & B
W1	WATERLINE A - STA 0+00.00 TO 6+00.00
W2	WATERLINE A - STA 6+00.00 TO 8+64.93
W3	WATERLINE B - STA 0+00.00 TO 5+00.00
W4	WATERLINE B - STA 5+00.00 TO 10+00.00
W5	WATERLINE C - STA 0+00 TO 6+00
W6	WATERLINE C - STA 6+00 TO END
W7	WATERLINE D - STA 0+00 TO 4+50
W8	WATERLINE D - STA 4+50 TO END
W9	WATERLINE E & F
W10	WATER G & H
W11	MISC. DETAILS

— W —	— W —	EXISTING WATERLINE W/WALVE	— F —	EXISTING FIRE HYDRANT W/WALVE
— W —	— W —	PROPOSED WATERLINE W/WALVE	— F —	PROPOSED FIRE HYDRANT W/WALVE
— SS —	— SS —	EXISTING SANITARY SEWER	⊙	EXISTING SANITARY SEWER MANHOLE
— SS —	— SS —	PROPOSED SANITARY SEWER	⊙	PROPOSED SANITARY SEWER MANHOLE
— ST —	— ST —	EXISTING STORM SEWER	⊙	EXISTING SANITARY SEWER CLEANOUT
— ST —	— ST —	PROPOSED STORM SEWER	⊙	PROPOSED SANITARY SEWER CLEANOUT
---	---	EXISTING PROPERTY LINE	⊙	EXISTING STORM SEWER MANHOLE
---	---	PROPOSED PROPERTY LINE	⊙	PROPOSED STORM SEWER MANHOLE
— GAS —	— GAS —	EXISTING GAS LINE	⊙	EXISTING STORM SEWER INLET
— UGP —	— UGP —	EXISTING UNDERGROUND POWER	⊙	PROPOSED STORM SEWER INLET
— OHP —	— OHP —	EXISTING OVERHEAD POWER W/ POLE	⊙	EXISTING STORM SEWER FES
---	---	PROPOSED CONTOURS	⊙	PROPOSED STORM SEWER FES
---	---	EXISTING CONTOURS		

12/11/2013, Bidon  
 WYDOT US 20-26 Salt Creek Hwy Water and Sewer  
 WYDOT Permit WNSD\_Crossing.cdw 12/11/2013, Bidon

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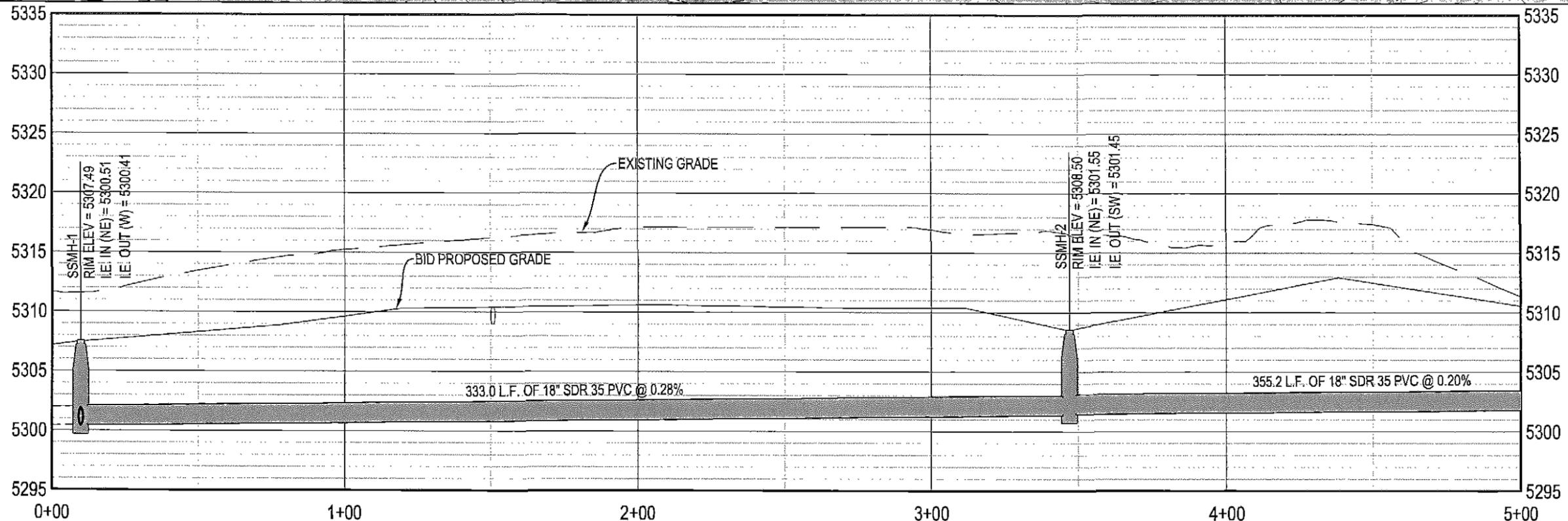
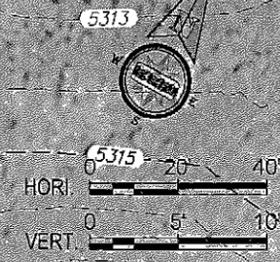
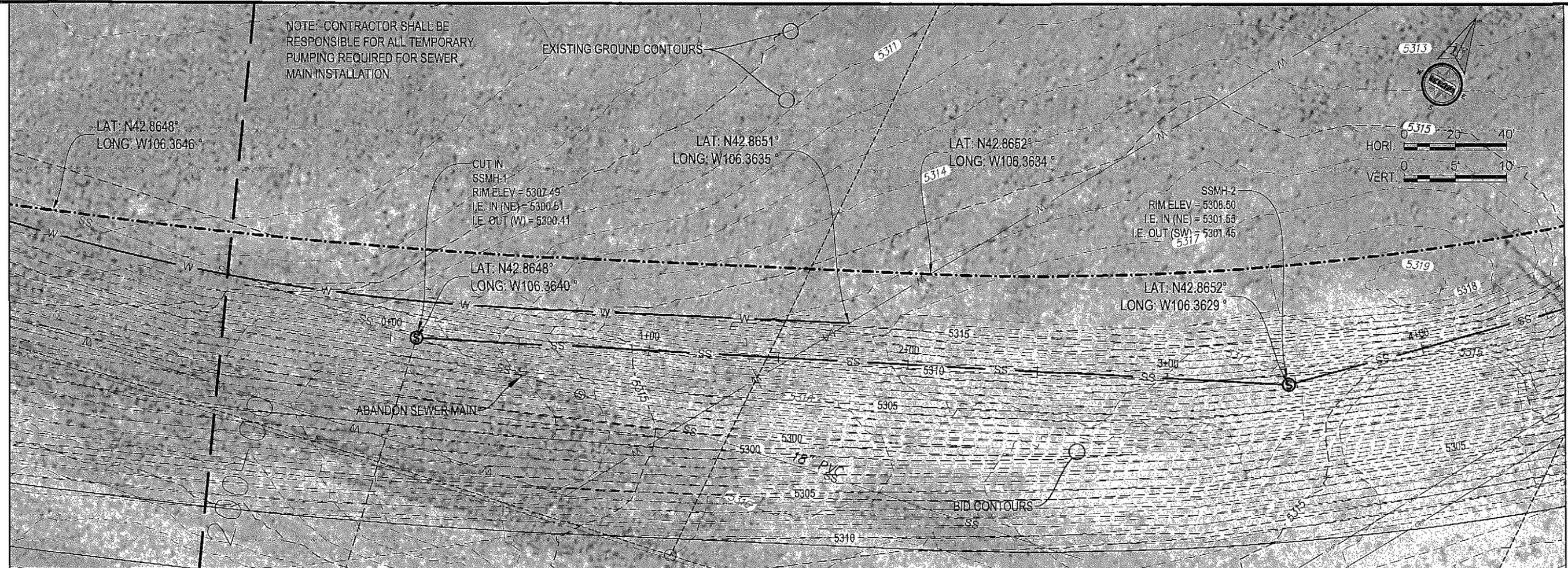


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CITY OF CASPER  
 CASPER WYOMING

WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
 SHEET INDEX - LEGEND

NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY PUMPING REQUIRED FOR SEWER MAIN INSTALLATION.



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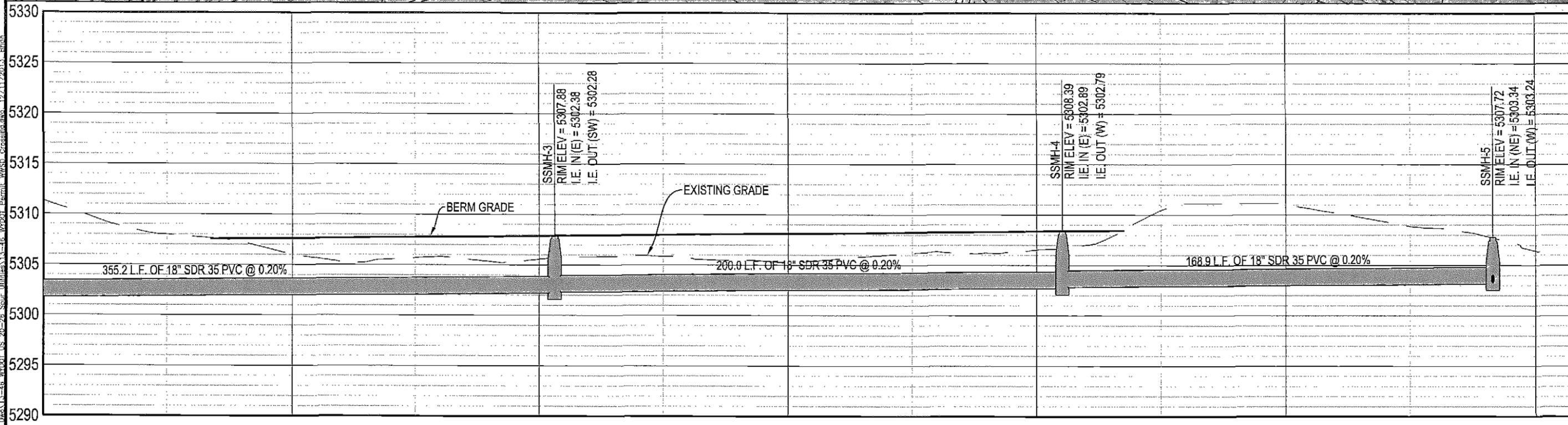
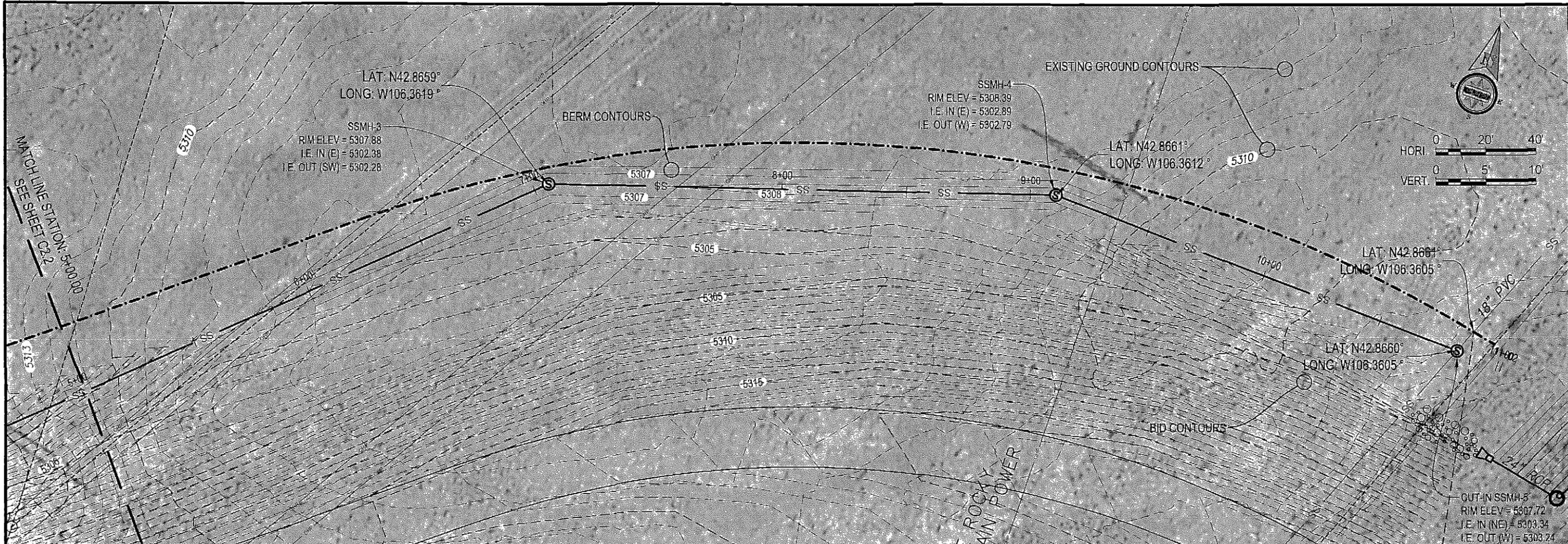
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CASPER WYOMING

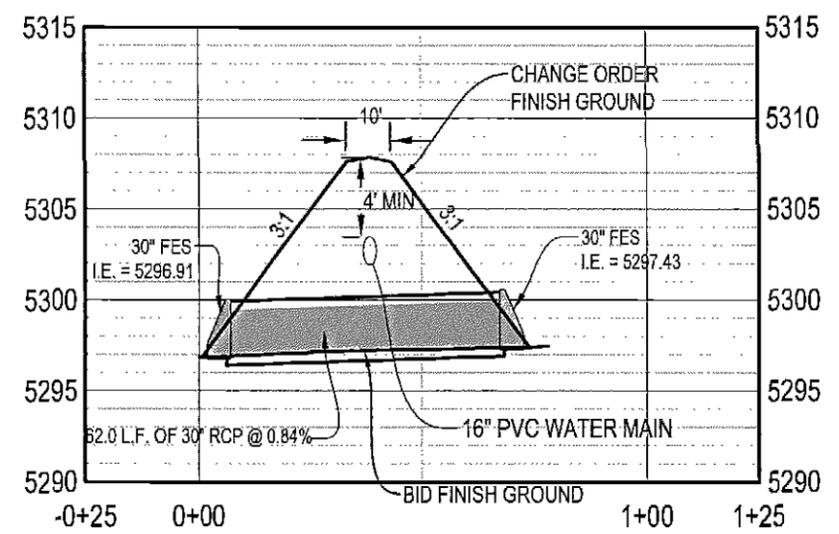
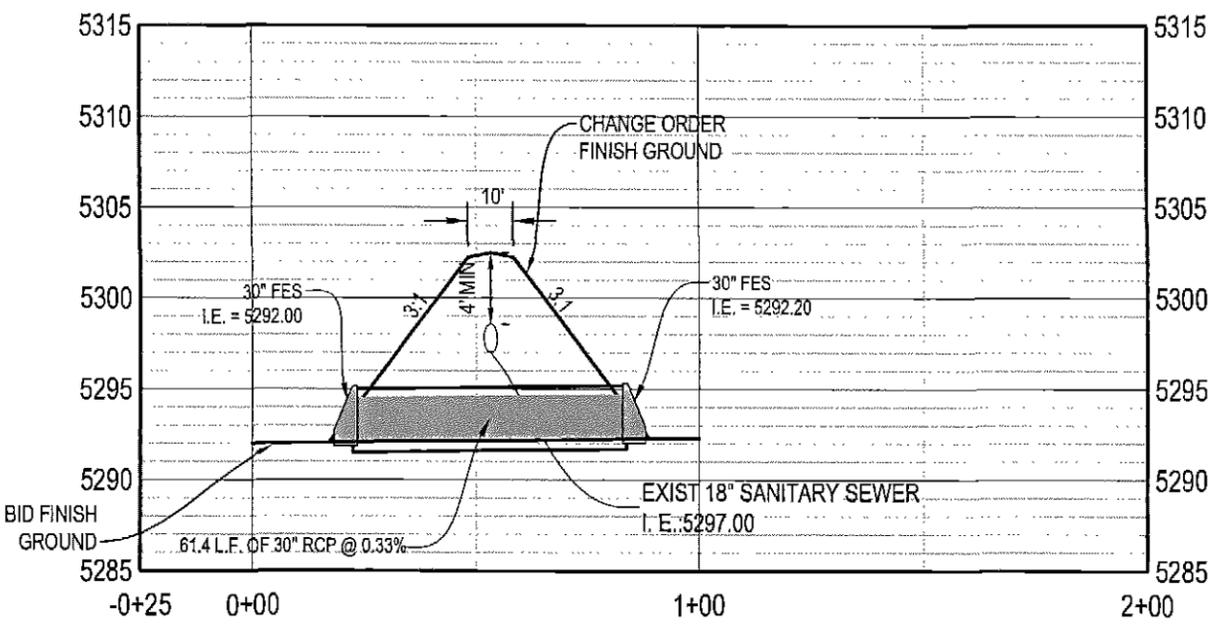
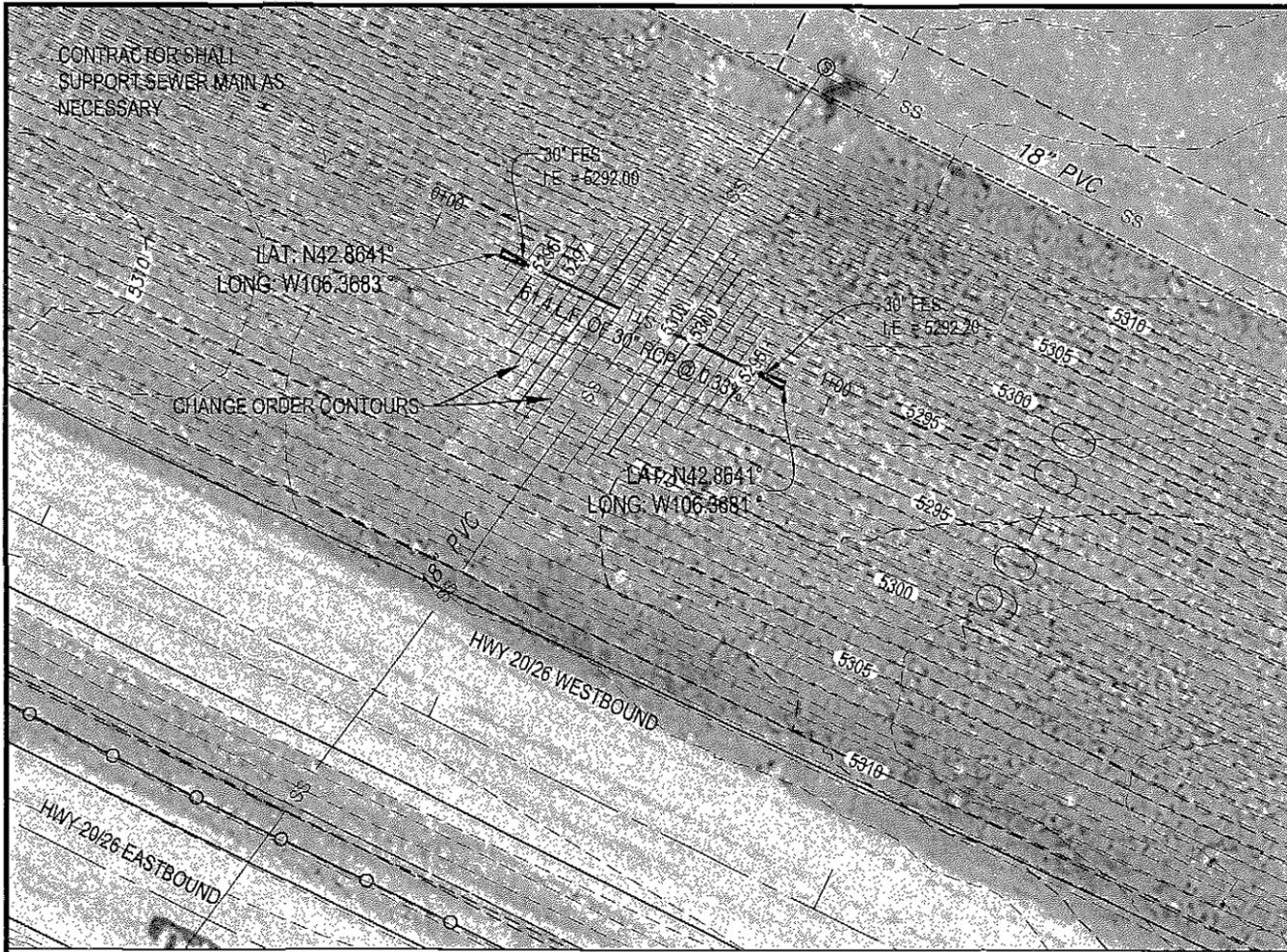
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SS1 OF 16



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				13-46	BT	JJ	NL				SS2 of 16
					DATE: 02/14	DATE: 02/14	DATE: 02/14				

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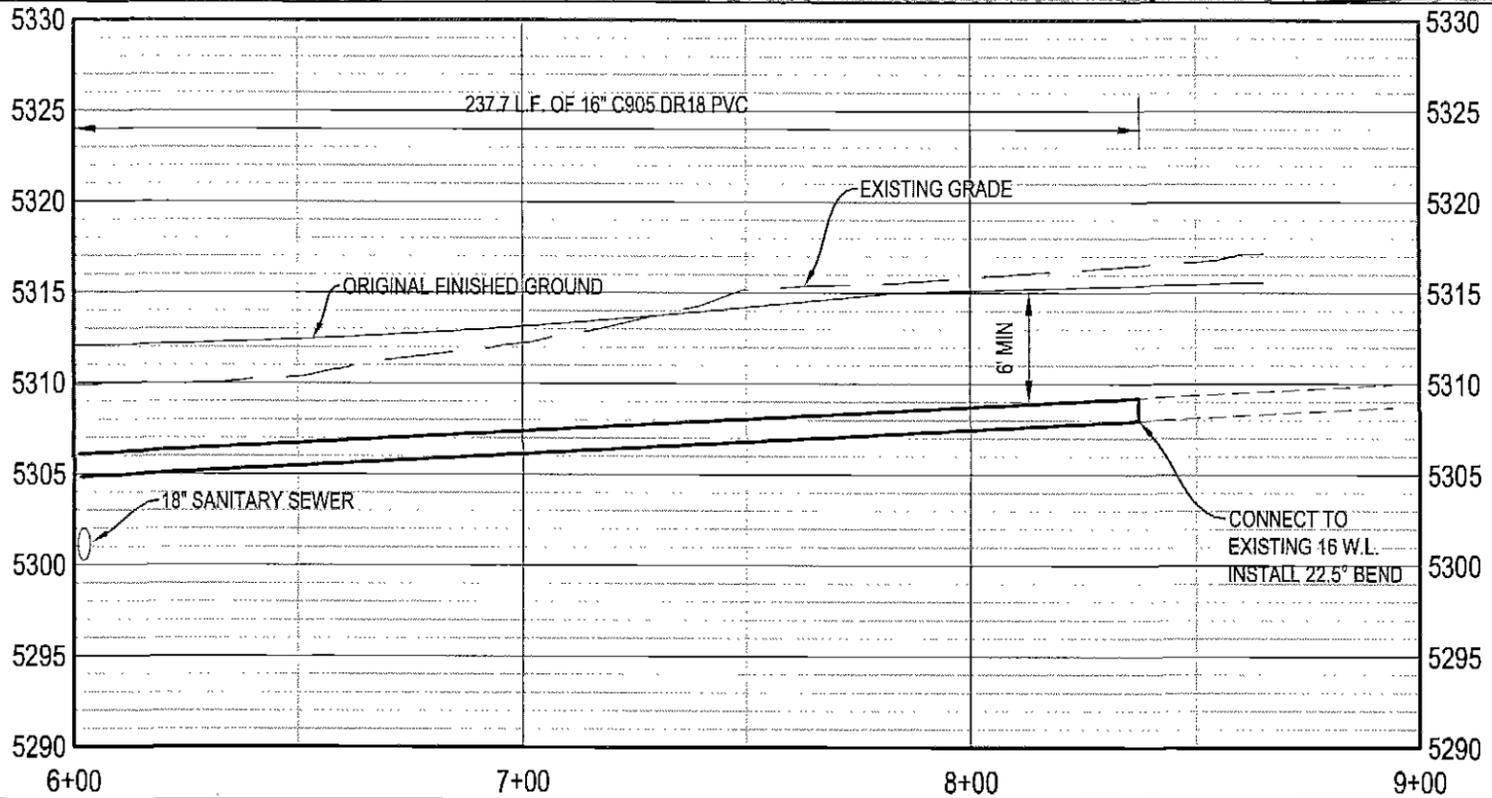
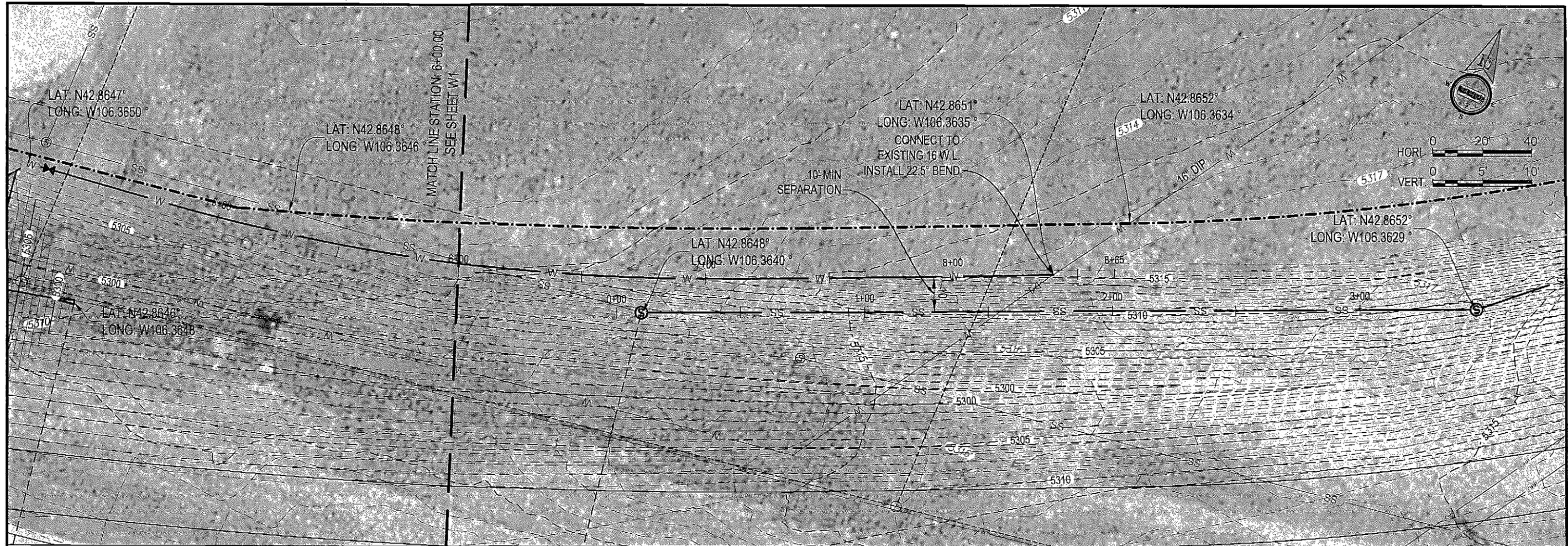
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CITY OF CASPER  
 CASPER WYOMING

WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
 STORM CULVERTS A & B

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 ST1 OF 16





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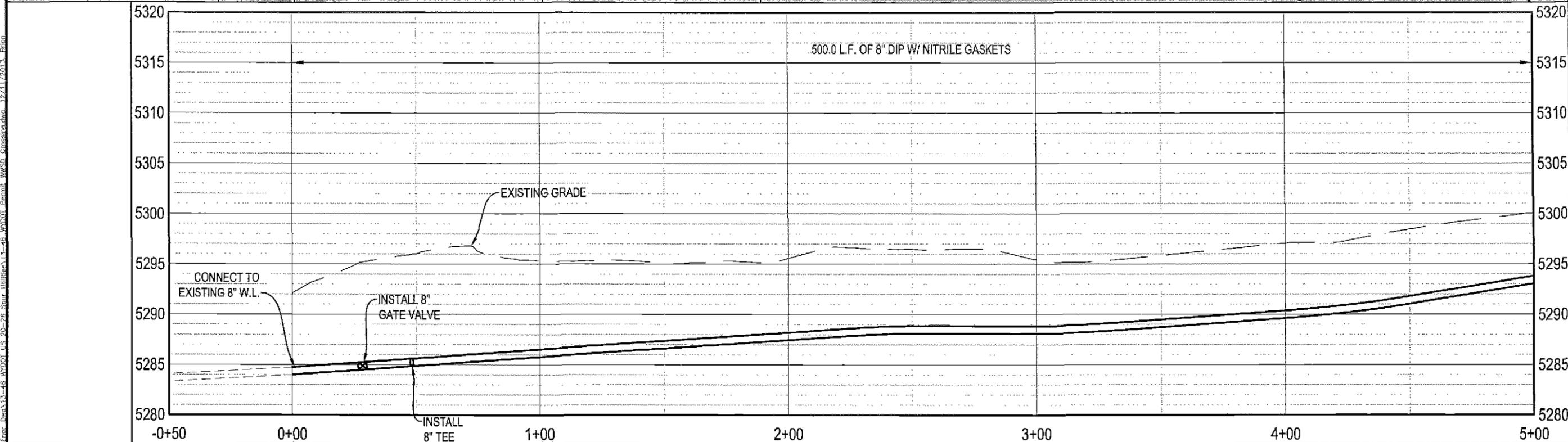
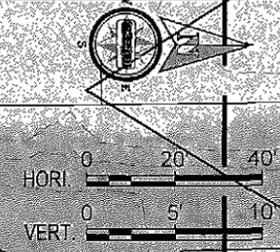
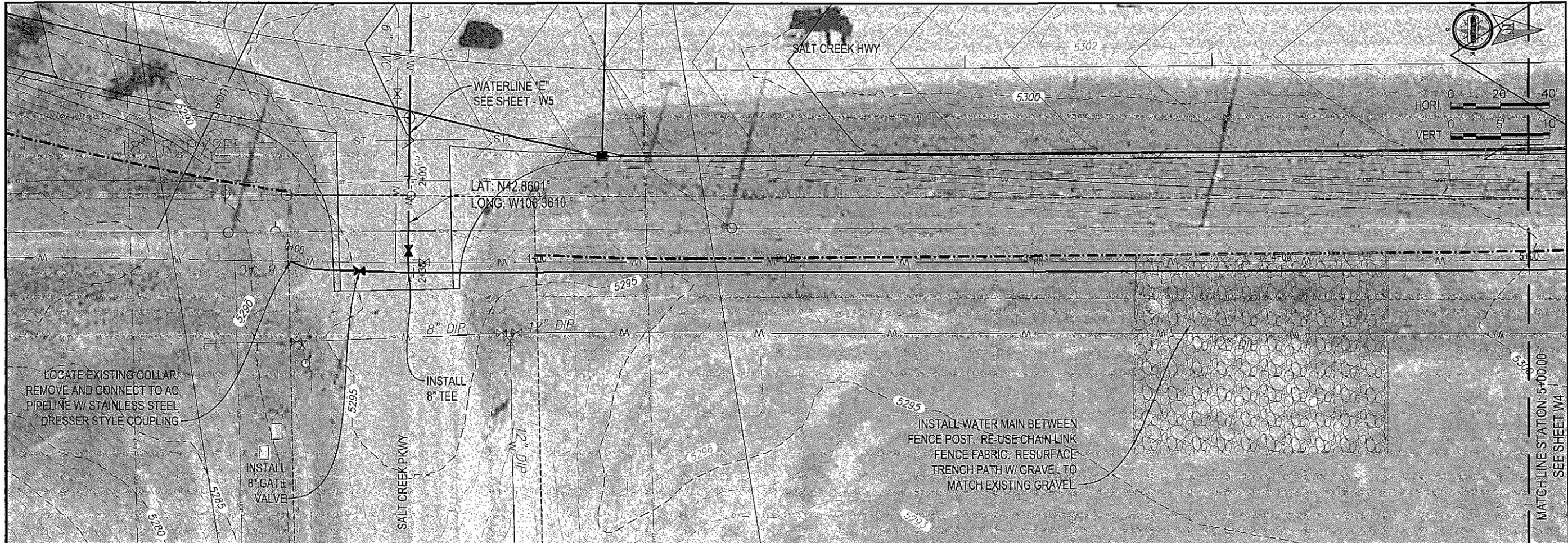


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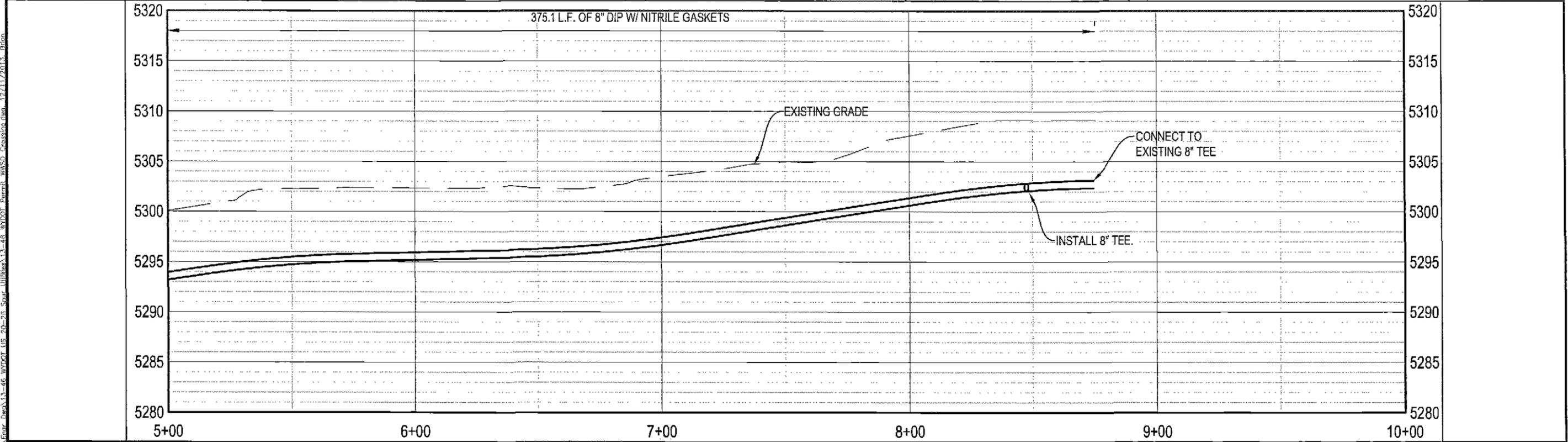
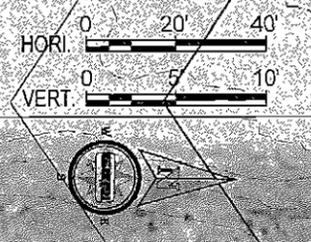
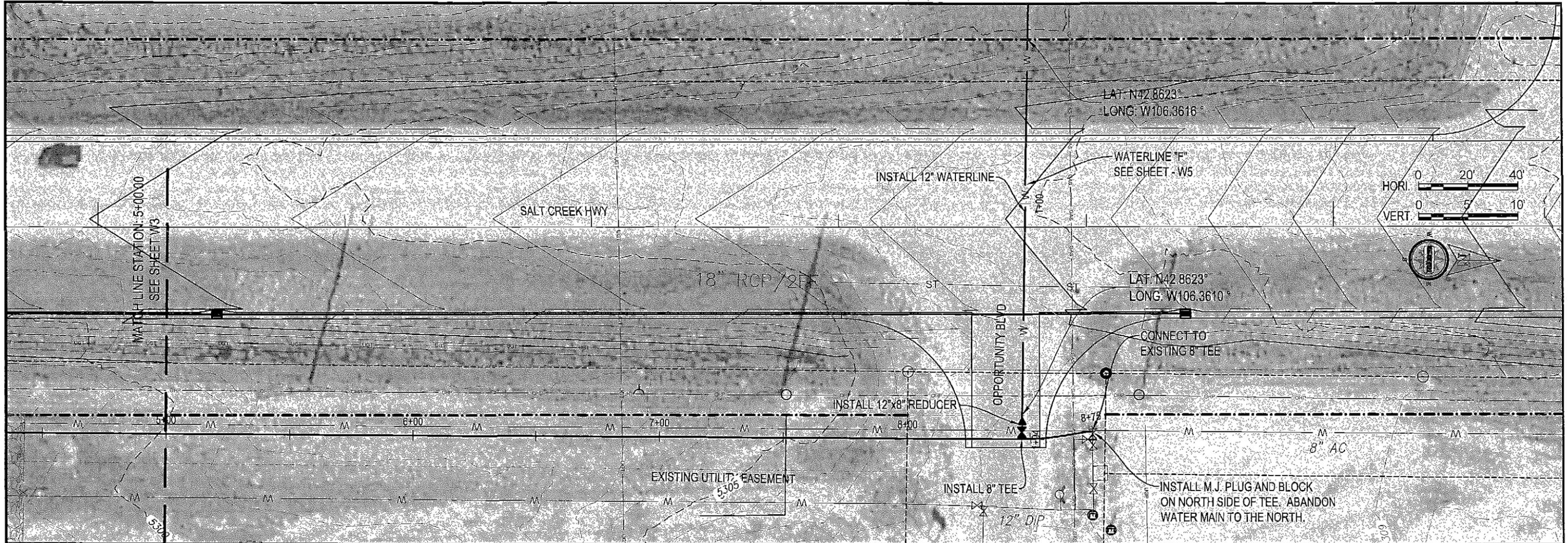
CITY OF CASPER  
 CASPER WYOMING

WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
 WATERLINE A - STA 6+00.00 TO 8+64.93

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 W2 of 16



DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:	 <b>Civil Engineering Professionals, Inc.</b> 6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax	CITY OF CASPER CASPER WYOMING	WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER WATERLINE B - STA 0+00.00 TO 5+00.00	SHEET
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DATE	REVISIONS	CHECKED	APPROVED

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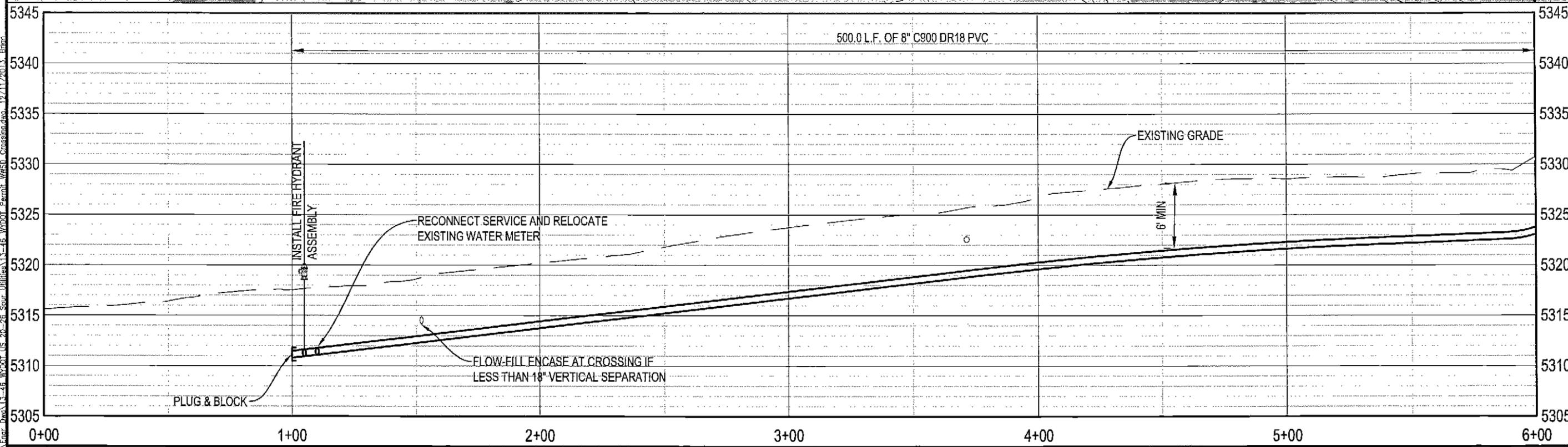
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CITY OF CASPER  
 CASPER WYOMING

WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
 WATERLINE B - STA 5+00.00 TO 10+00.00

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 W4 OF 16

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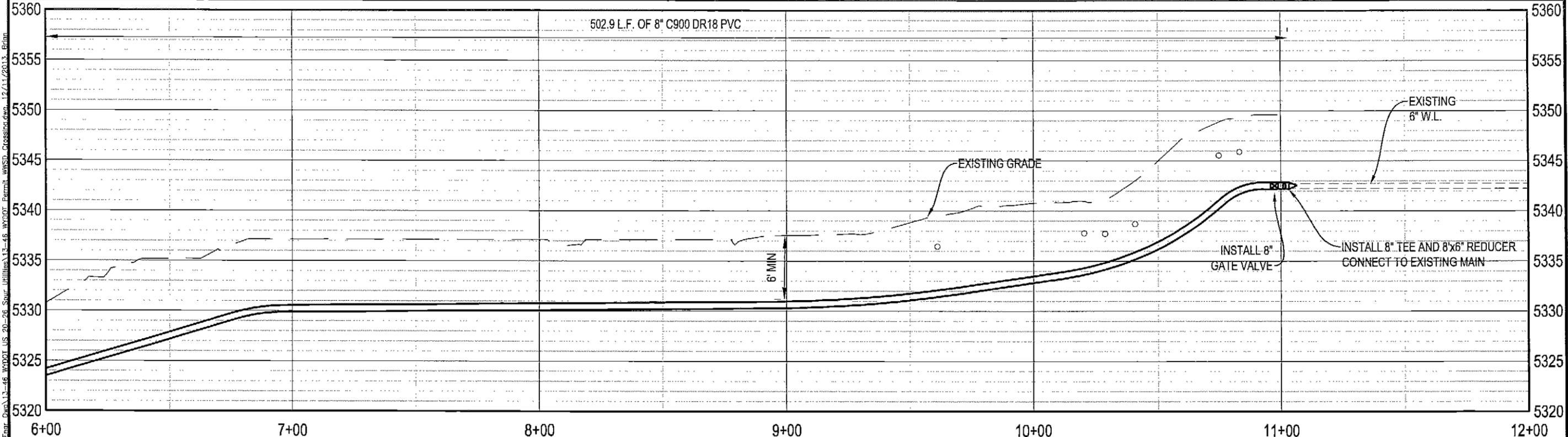
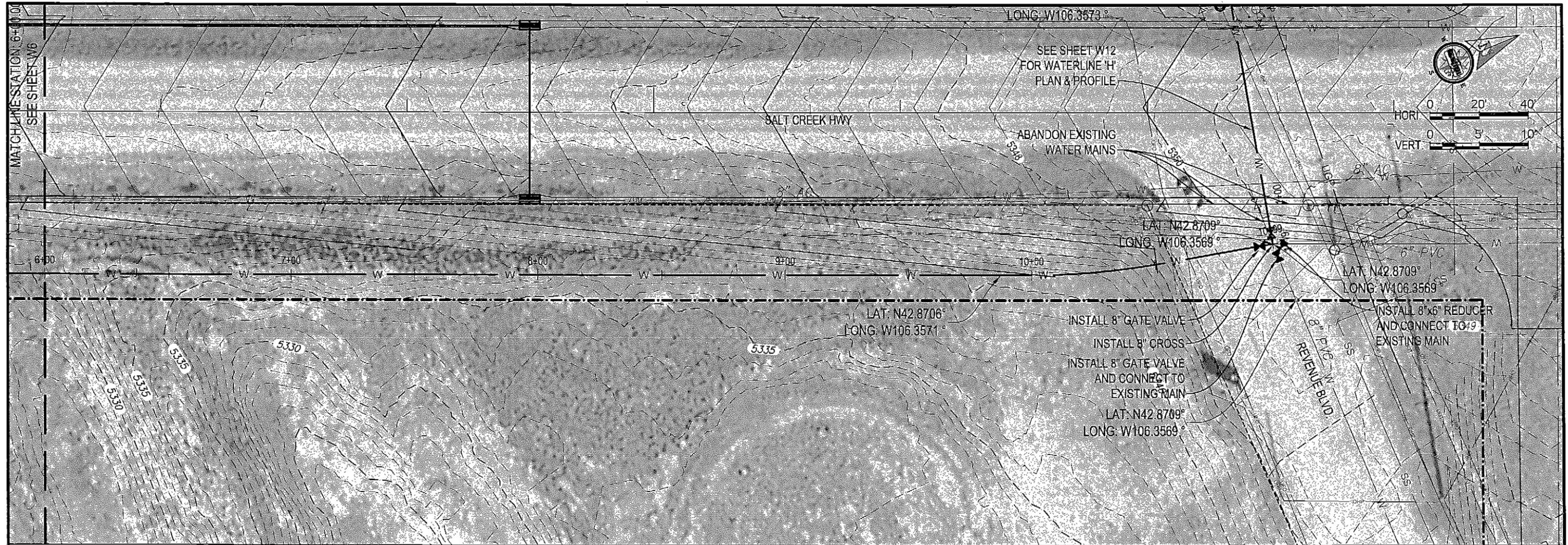


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CITY OF CASPER  
 CASPER WYOMING

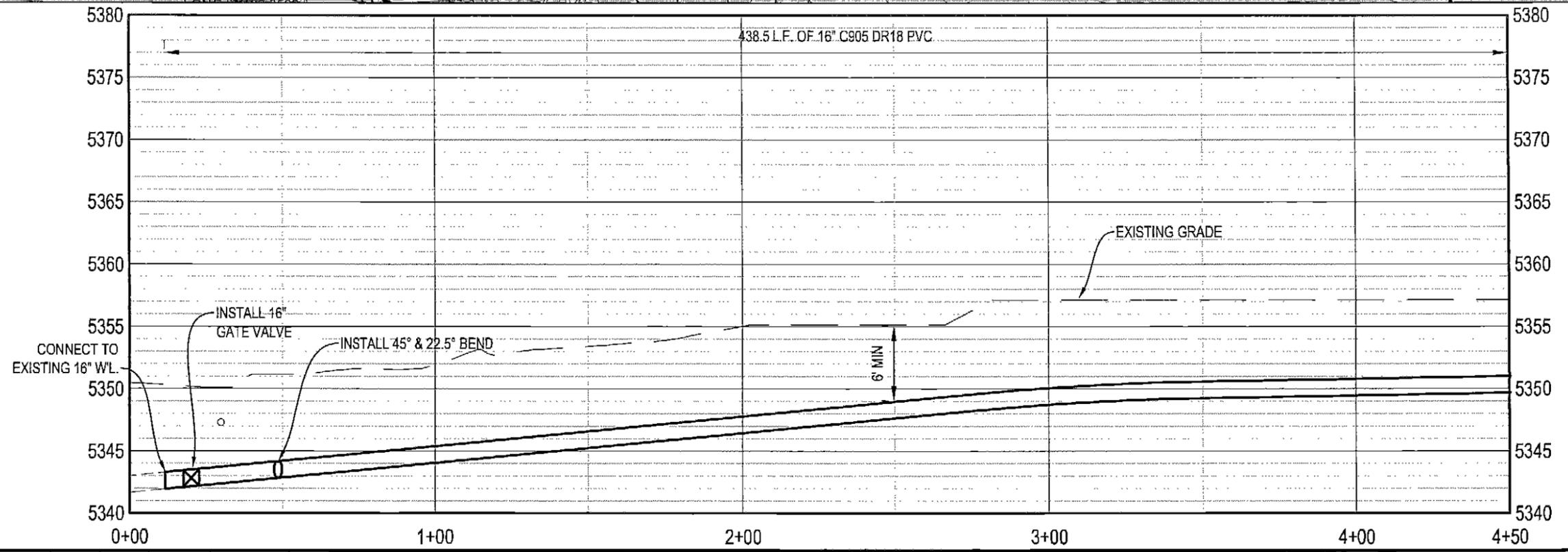
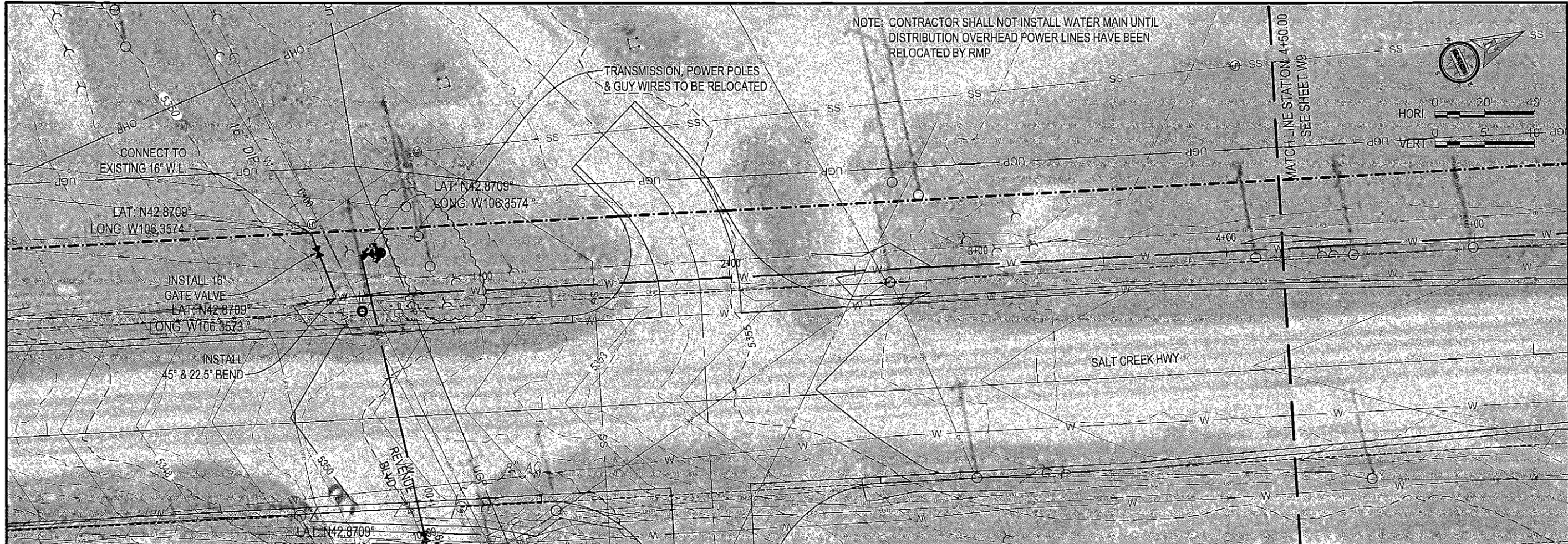
WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
 WATERLINE C - STA 0+00 TO 6+00

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 W5 of 16



DATE		REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:	 <b>Civil Engineering Professionals, Inc.</b> 6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax	CITY OF CASPER CASPER WYOMING	WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER WATERLINE C - STA 6+00 TO END	SHEET W6 OF 16
					13-46	BT DATE: 02/14	JJ DATE: 02/14	NL DATE: 02/14				

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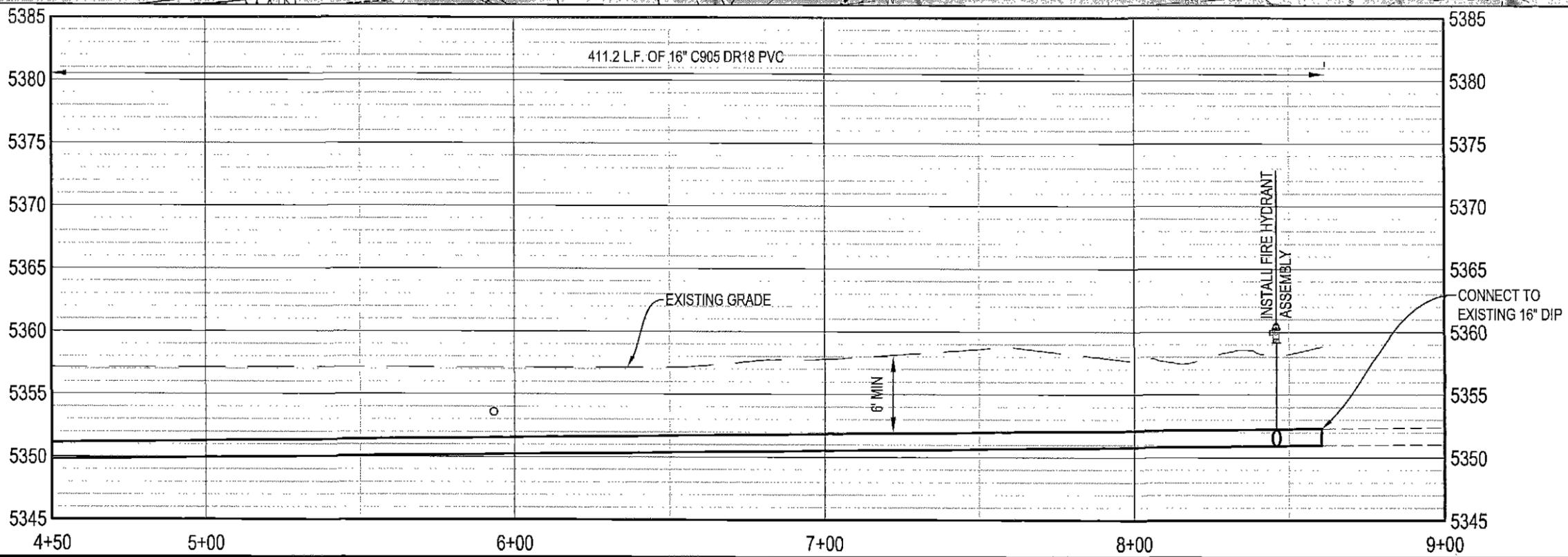
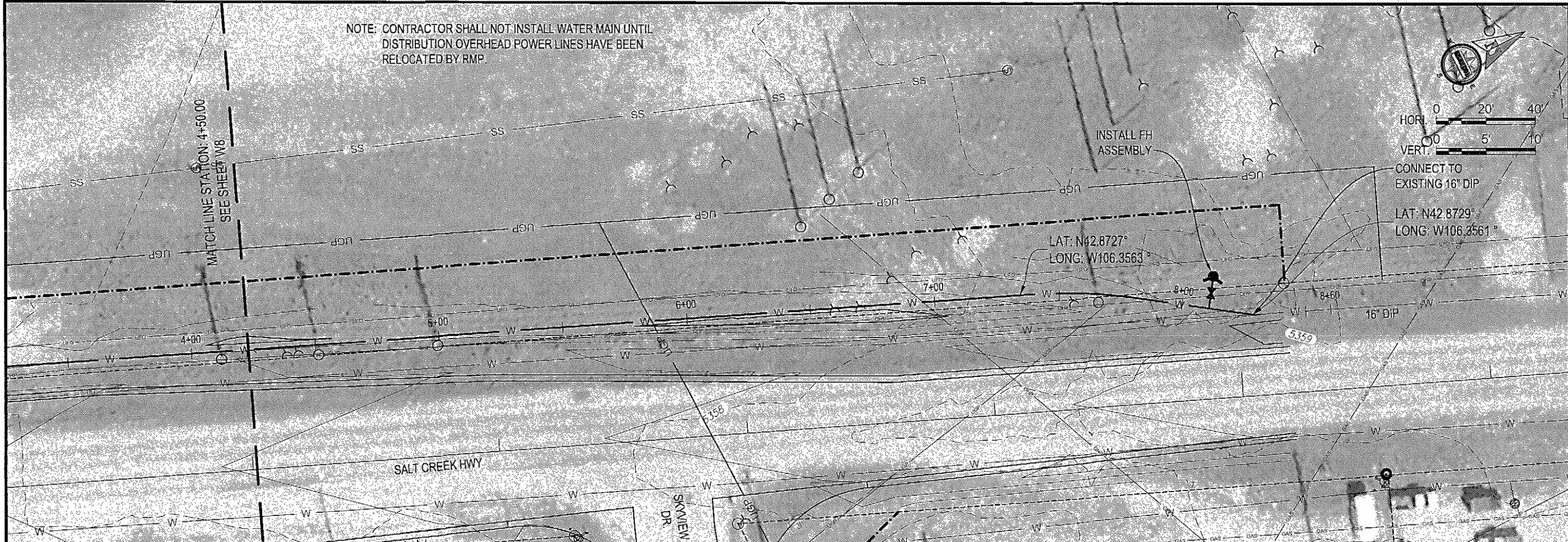
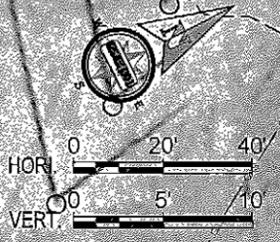
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CITY OF CASPER  
 CASPER WYOMING

WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
 WATERLINE D - STA 0+00 TO 4+50

SHEET  
 W7 of 16

NOTE: CONTRACTOR SHALL NOT INSTALL WATER MAIN UNTIL DISTRIBUTION OVERHEAD POWER LINES HAVE BEEN RELOCATED BY RMP.



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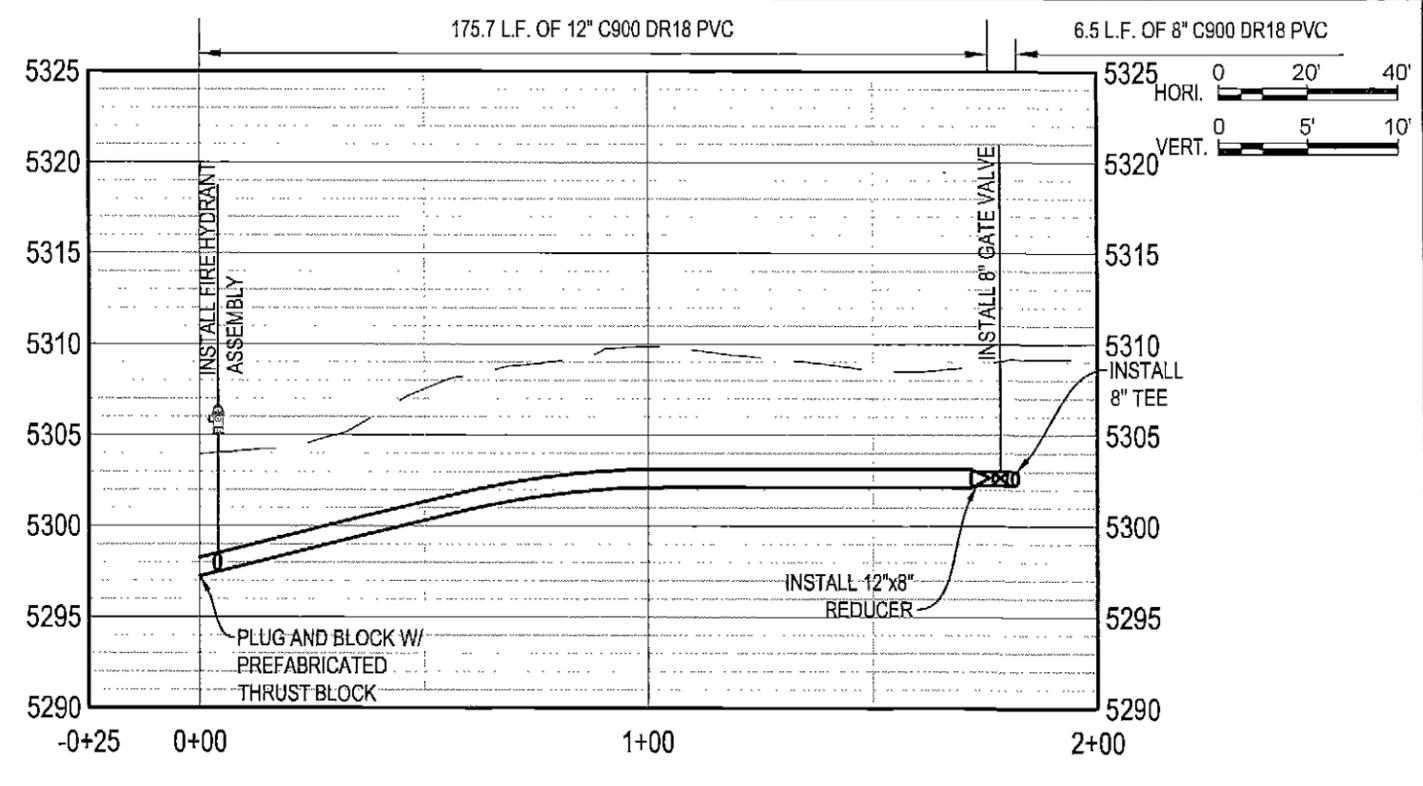
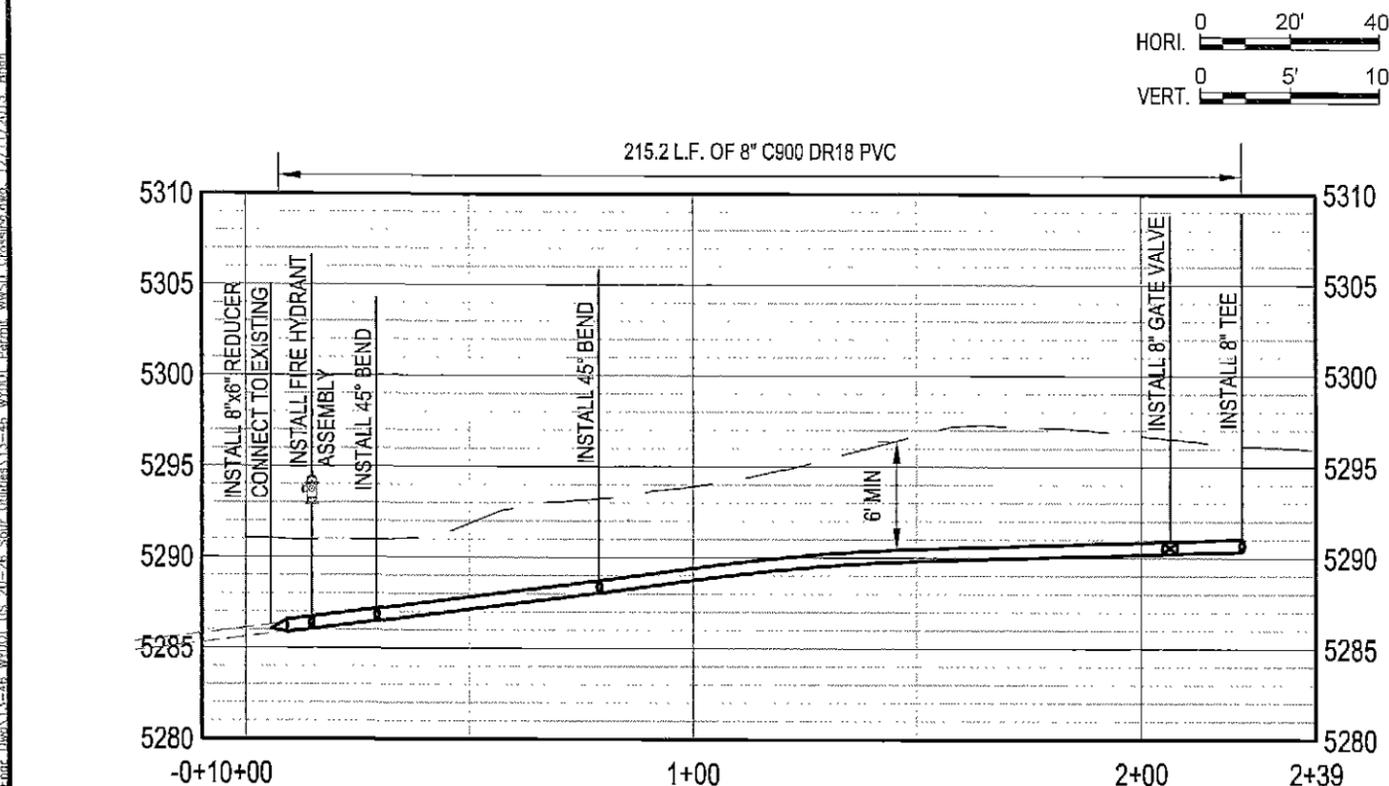
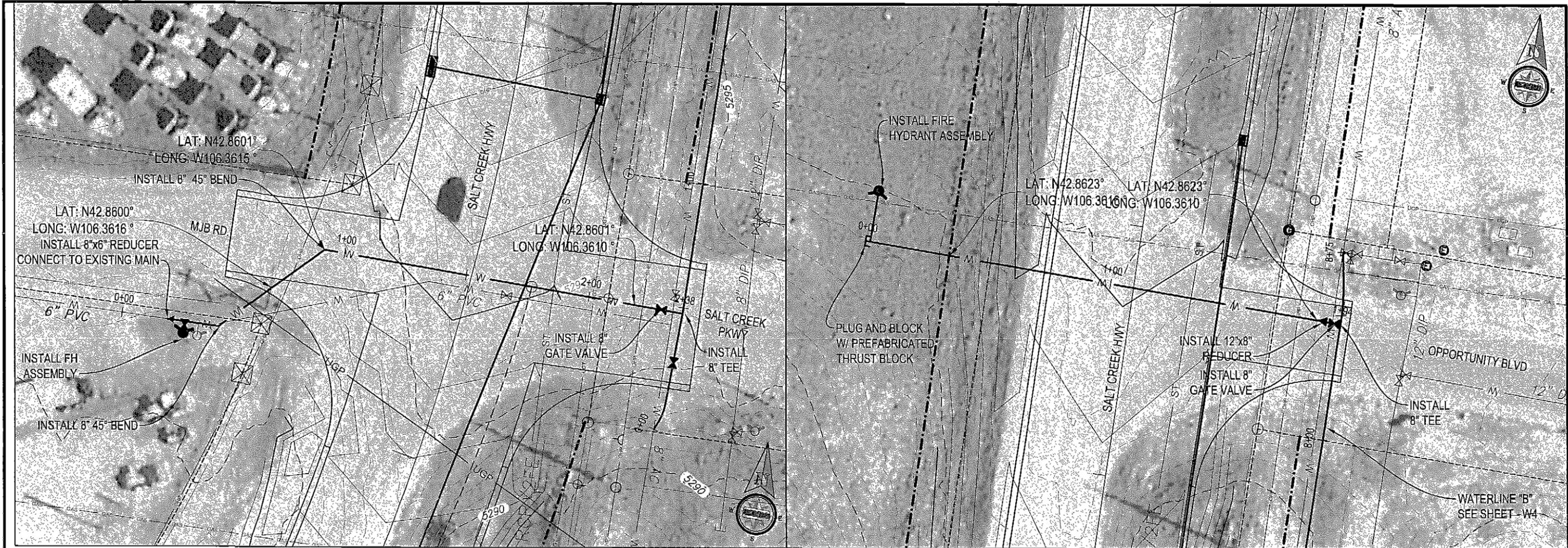


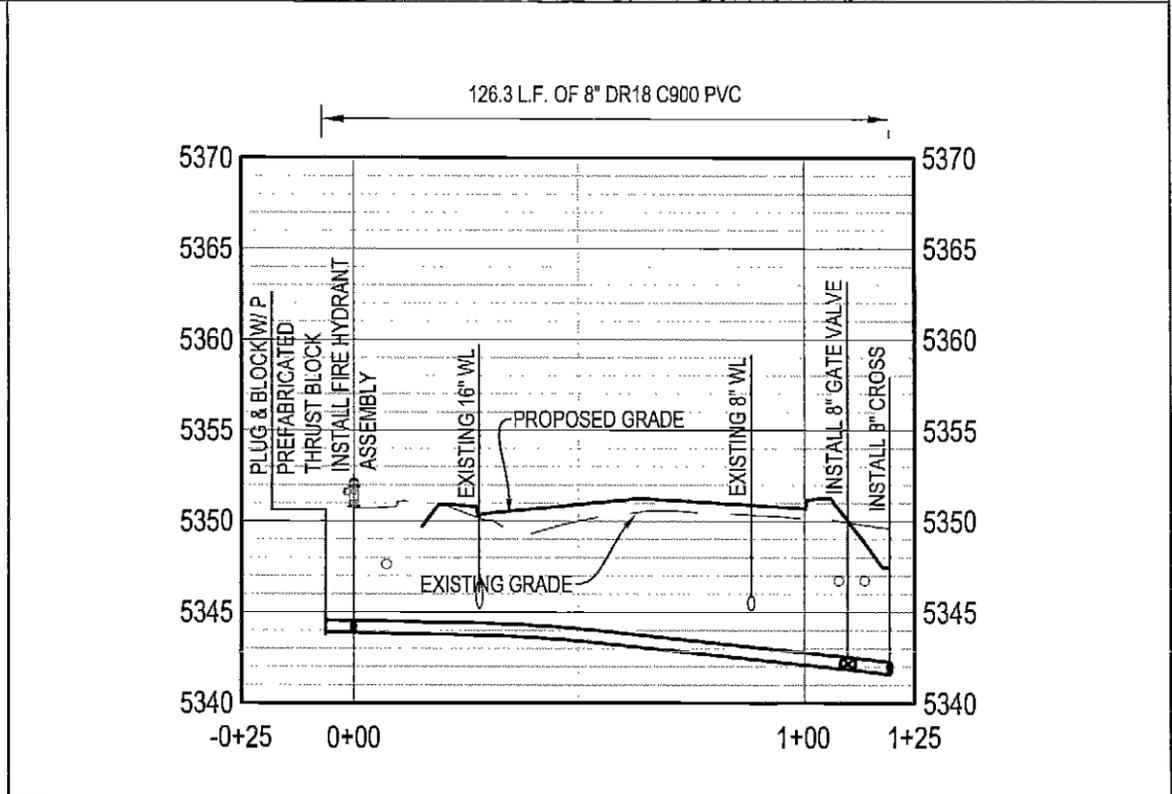
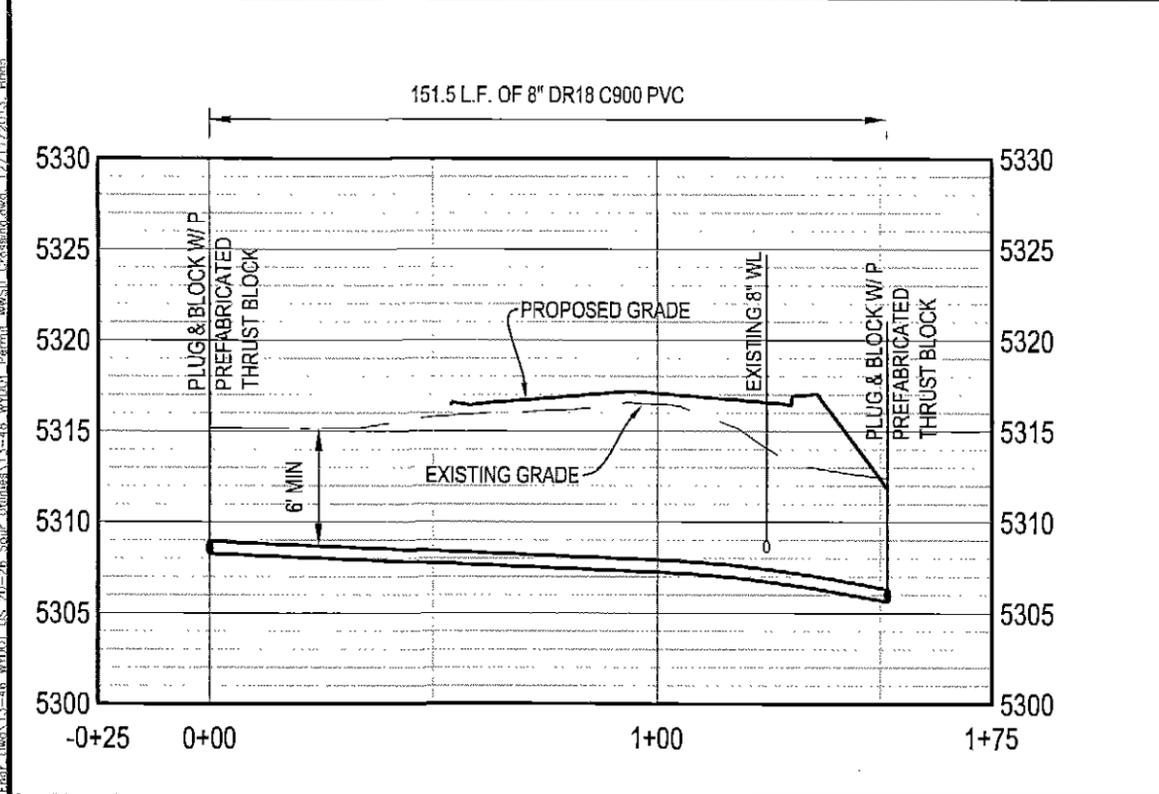
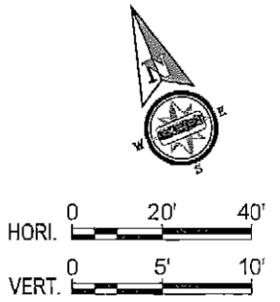
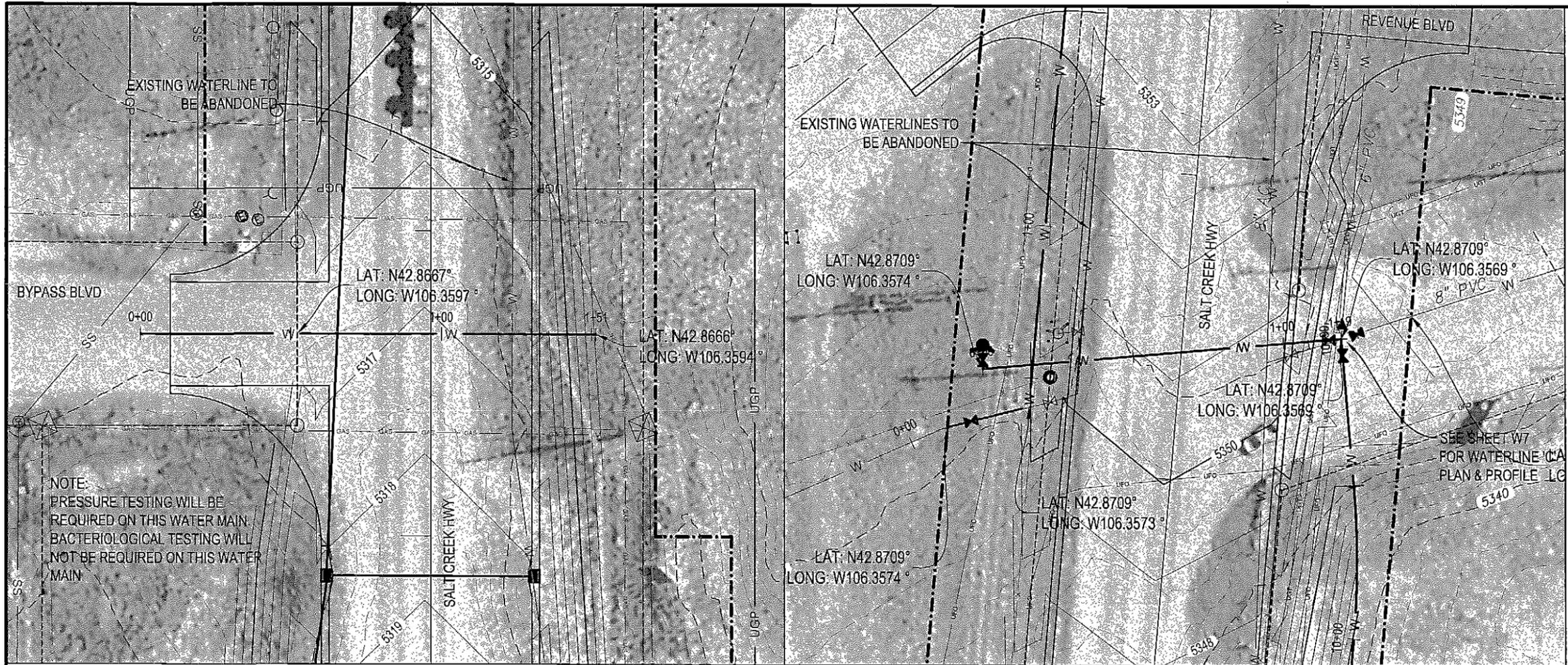
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CITY OF CASPER  
 CASPER WYOMING

WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
 WATERLINE D - STA 4+50 TO END

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 W8 of 16





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CASPER WYOMING

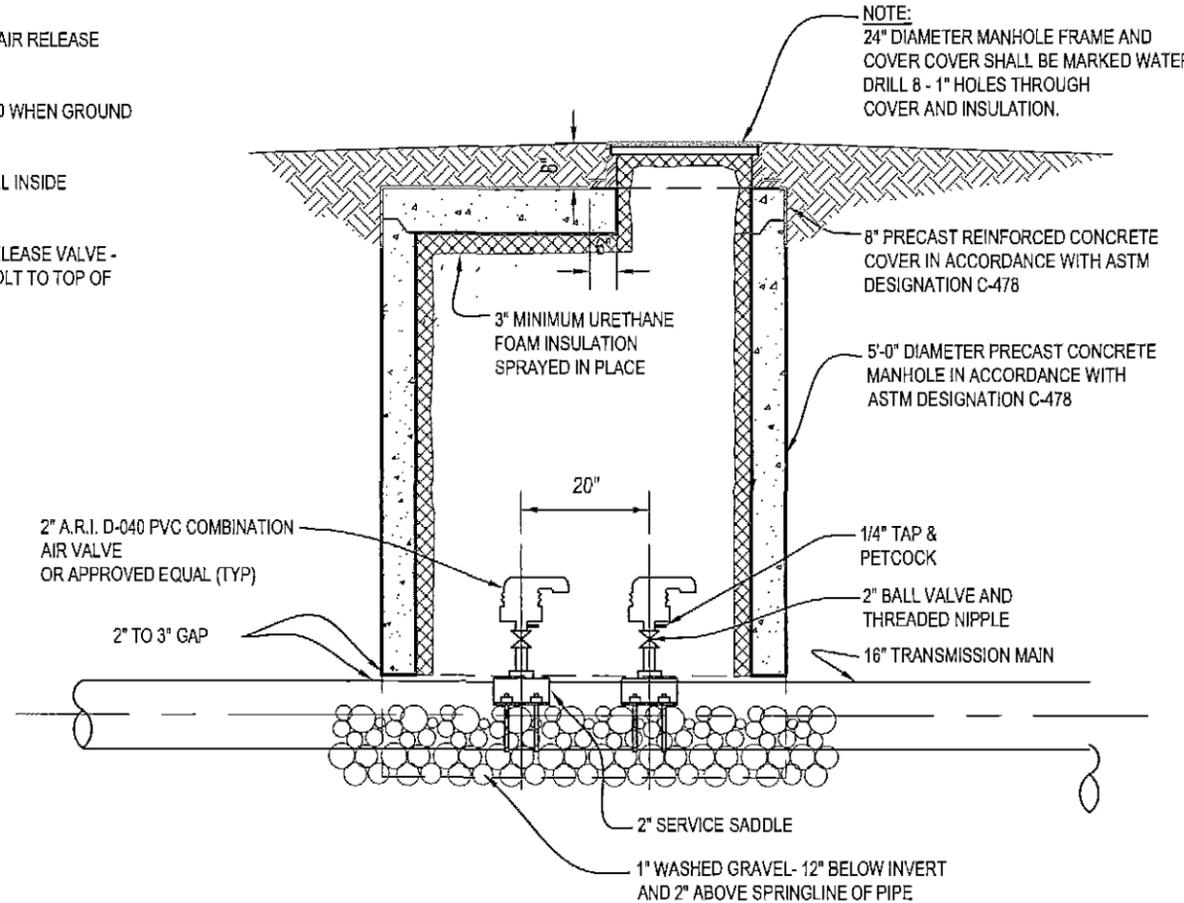
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**NOTES:**

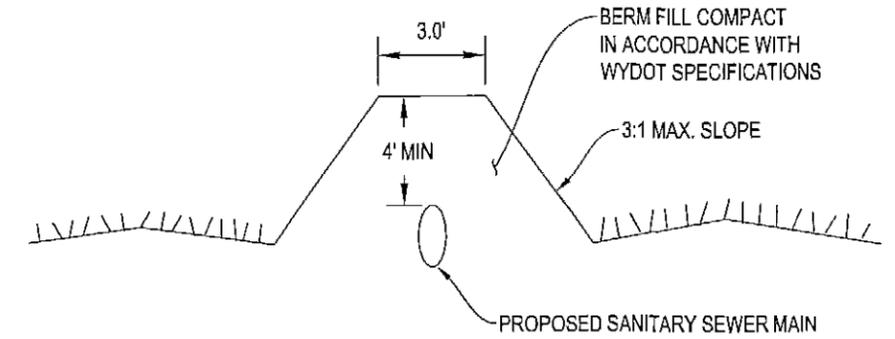
1. ALL PIPE, VALVES AND FITTINGS UP TO THE COMBINATION AIR RELEASE VALVE SHALL BE COPPER, BRASS OR BRONZE.
2. FULL DEPTH MANHOLES WITH FLOORS SHALL BE REQUIRED WHEN GROUND WATER IS PRESENT.
3. 3" URETHANE FOAM INSULATION SHALL BE SPRAYED ON ALL INSIDE SURFACES OF THE MANHOLE.
4. PROVIDE 2-WT2x6.5 GALVANIZED TEES TO SUPPORT AIR RELEASE VALVE - ATTACH TO MANHOLE w/ 3/8" EXPANSION ANCHORS AND BOLT TO TOP OF AIR RELEASE VALVE



**AIR RELEASE VALVE MANHOLE DETAIL**

NOT TO SCALE

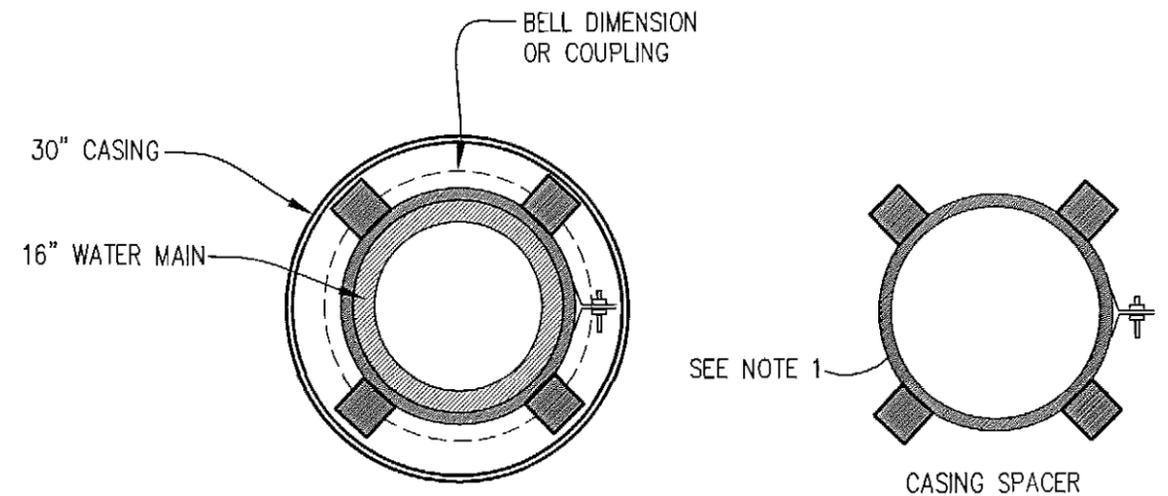
NOTE:  
24" DIAMETER MANHOLE FRAME AND COVER SHALL BE MARKED WATER. DRILL 8 - 1" HOLES THROUGH COVER AND INSULATION.



**SANITARY SEWER BERM DETAIL**

NOT TO SCALE

12" x 18" x 7'-0" PRECAST CONCRETE FOUNDATION BLOCK W/2 #6 BARS SEE PLAN VIEW



**NOTE:**

1. INSTALL RACI 5M CASING SPACERS. SPACING AND LOCATION AS RECOMMENDED BY THE MANUFACTURER & APPROVED BY THE ENGINEER.

**CASING SPACER DETAIL**

NOT TO SCALE

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DATE	REVISIONS	CHECKED	APPROVED

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CITY OF CASPER

CASPER

WYOMING

WYDOT US 20-26 SALT CREEK HWY WATER AND SEWER  
 MISC. DETAILS

SHEET

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RESOLUTION NO. 14-45

A RESOLUTION AUTHORIZING TWO (2) LICENSE AGREEMENTS WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE SALT CREEK HIGHWAY AND US 20/26 BYPASS SANITARY SEWER REALIGNMENT, PROJECT 13-40.

WHEREAS, the Wyoming Department of Transportation is realigning the intersection of Salt Creek Highway and US 20/26; and,

WHEREAS, the realignment required the modification of sanitary sewer mains and an associated storm sewer main within Wyoming Department of Transportation right-of-way; and,

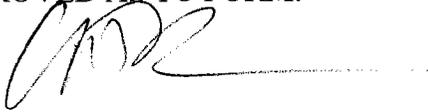
WHEREAS, the Wyoming Department of Transportation requires the City of Casper execute license agreements for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute two (2) license agreements with the Wyoming Department of Transportation for the Salt Creek Highway and US 20/26 Bypass Sanitary Sewer Realignment, Project 13-40.

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 4, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Andrew B. Beamer, P.E., City Engineer  
Jason Knopp, P.E., Associate Engineer

SUBJECT: Contract for Professional Services  
First Street Improvements Project, No. 14-06

Recommendation:

That Council, by resolution, authorize a contract for professional services with WLC Engineering, Surveying, and Planning (WLC), for engineering design services for the First Street Roadway Improvements Project, No. 14-06, in the amount of \$101,250.

Summary:

First Street is a collector street that helps connect Beverly Street to the Downtown area. First Street between Beverly Street and West Yellowstone Highway is a high traffic area that has caused rutting throughout the corridor with a significant amount of transverse cracking. The First Street corridor also has little to no ADA ramps, particularly around Willard Elementary School. This area also has old cast iron water mains that have had several main breaks in the past and an existing 14-inch cast iron main that is undersized and needs to be upsized to a 16-inch water main.

The First Street Improvements project will include the replacement of approximately 4,000 feet of water main: 8-inch line along Jefferson Street from Second Street to Yellowstone Highway; 8-inch water line along McKinley Street from Second Street to Collins Drive; 12-inch water line along Lennox Street from Second Street to East "A" Street; and upsizing the 14-inch water line to a 16-inch along First Street From Washington Street to Wilson Street. This project will also include: the replacement of a sanitary sewer manhole; evaluate and up-size storm sewer laterals and mains with make recommendations as needed; remove and replace all broken curb and gutter to ensure positive drainage to all inlets; replace the vertical curb with a standard curb and gutter section; install ADA ramps at each intersection; mill and overlay the street corridor from Yellowstone Highway to Beverly Street; and install inlay striping.

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

The estimated construction cost for the First Street Improvements is \$1,600,000.

Funding for this project will be from Water Fund Reserves, Sanitary Sewer Reserves and Arterial and Collector Street Funds all supplemented by 1%14 funds.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. WLC Engineering, Surveying, and Planning (WLC), 200 Pronghorn, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is undertaking the replacement of approximately 4,000 LF of water main, one (1) sanitary sewer manhole, replacement of broken curb and gutter, installing ADA ramps, mill and overlay of First Street between Yellowstone Highway and Beverly Street.

B. The project requires professional services for engineering design of said project.

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

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

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

1. SCOPE OF SERVICES:

A. General.

The Scope of Services shall, as a minimum, include the following:

B. Design Phase:

1. The Consultant shall meet with City representatives to discuss proposed project configuration and layout.
2. The Consultant shall conduct field surveys to collect topographic data, existing utilities, and surface elevations for the purpose of providing an appropriate alignment and to establish grades needed to provide positive drainage throughout the corridor.

First Street Roadway Improvements Project RFP - 1

3. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public.
4. The Consultant shall prepare final drawings or as-built drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2007 release or newer. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "as-builts" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper utilizing the United States National CAD Standards.
6. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or one hundred percent (100%).
8. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at fifty percent (50%) and ninety percent (90%) and to conduct review meetings involving city staff to go over all comments at each phase.
9. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to obtain a permit to construct the improvements

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project. This project will be funded utilizing city general funds and one cent funds.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.

4. The Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany the Owner's Bid Form.
  - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing. After typing by the Owner, Consultant shall incorporate them into the Project Manual.

The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details related to this project, and as follows:
  - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultant's registration stamp, date and signature.
  - b. Typical Section of the roadway with dimensions and stationing.
  - c. Right-of-Way & Utility Plan indicating clearance of right-of-way and plan and profiles of all utilities to be replaced or modified.
  - d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
  - e. Drainage Details showing size and location of drainage features if necessary.

f. Corridor Amenities details showing location and orientation, necessary for construction including: concrete sidewalk and curb and gutter, ADA ramps, etc.

3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AUTOCAD and PDF format, and the project manual in Microsoft Word and PDF format labeled "Bidding Documents FIRST STREET ROADWAY IMPROVEMENTS PROJECT."

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 28th day of April, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred One Thousand Two Hundred Two Hundred Fifty Dollars (\$101,250.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM:



---

CONTRACTOR  
WLC Engineering  
200 Pronghorn  
Casper, Wyoming 82601

By: Shane M. Porter

Printed Name: Shane M. Porter

Title: Corporate Secretary

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Paul L. Meyer  
Mayor

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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



RESOLUTION NO. 14-46

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING AND PLANNING, FOR DESIGN SERVICES FOR THE FIRST STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide engineering design services for the First Street Improvements Project; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WLC Engineering, Surveying, and Planning, in the amount of One Hundred One Thousand Two Hundred Fifty Dollars (\$101,250.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed One Hundred One Thousand Two Hundred Fifty Dollars (\$101,250.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 4, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services with Civil Engineering Professionals, Inc.  
2<sup>nd</sup> Street & Sam's Club Intersection Improvements, Project No. 11-58

Recommendation:

That Council, by resolution, authorize a contract for professional services with Civil Engineering Professionals, Inc. (CEPI), for design and construction administration services related to the 2<sup>nd</sup> Street & Sam's Club Intersection Improvements Project, in the amount of \$47,000.

Summary:

The signalized intersection of 2<sup>nd</sup> Street & Sam's Club operates with split phasing on the northbound and southbound approaches. This split phasing is necessary because of the lane configuration of the southbound approach and the alignment of the approaches. This results in less efficient traffic movements and does not allow the signal to be coordinated with other signals along Wyoming Boulevard. This project will improve the alignment of the north and south legs of the intersection and eliminate the split phase signal operation.

Four proposals were received from interested consultants to design the improvements and oversee construction. Based upon project team qualifications, team management/organization, ability of firm to recognize design opportunities in the project, demonstrated design experience, and willingness to meet time requirements, CEPI was selected by City staff.

Design services for the project include preparation of construction plans and specifications and assistance to the City in advertising for, opening, and evaluating construction bids. Construction administration services for the project include construction observation and inspection by a resident engineer and a technician. These duties include material testing, field surveying, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed conditions of the project, meetings with the Owner and contractor, and reviewing and approval of shop and material product data.

Funding for the project is available from 1%#14 funds for traffic signal upgrades.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609 (“Consultant”).

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

### RECITALS

- A. The City is undertaking improvements to the 2<sup>nd</sup> Street and Sam’s Club intersection.
- B. The project requires professional services for engineering design and construction administration.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

The Scope of Services shall, as a minimum, include the following:

- A. The Consultant shall develop detailed plans and specifications for realigning the intersection of 2<sup>nd</sup> Street and Sam’s Club as shown in Alternative 2 of Exhibit A. The Consultant shall design any modifications necessary to avoid impacting existing signal poles and signage. Consideration shall be given to reinstatement of disturbed landscaping and irrigation. The Consultant shall also consider design enhancements to the raised median separating inbound and outbound traffic; live plantings should not be a consideration however.
- B. The Consultant shall contact and coordinate all improvements with the property owner(s) north of the intersection and prepare any exhibits necessary to obtain property owner approval.

- C. The Consultant shall design new traffic detection system for all four (4) approaches utilizing SmartSensor Matrix as manufactured by Wavetronix LLC. City Streets Department personnel will be responsible for eliminating the split phase operation and signal heads and signage modifications.

D. Computer-Aided Drafting Format.

The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be PDF and DXF and be compatible with AUTOCAD Version 2007 release or later.

E. Construction Drawings

1. The Consultant shall incorporate into the construction drawings a Legend Sheet with symbols and legends. All drawing symbols shall be approved by the Owner's Public Services Department prior to commencement of work. These symbols, legends, and layer identification symbols shall be incorporated into the drawings.
2. Construction drawings shall contain sufficient detail and information to determine construction costs and to construct the improvements. "Half size" (11"X 17") plan sheets may be used, provided all information on the drawings is legible, and with permission of the Owner. The drawings shall include as a minimum:
  - a. Cover sheet
  - b. Legend sheet
  - c. Sufficient plan and profile sheets showing existing conditions and proposed improvements regarding grading and alignment, topographic features, above and underground utilities, limits of construction, and right-of-way boundaries, easements, and adjacent property boundaries.
  - e. Sufficient sheets to show any necessary details such as typical roadway sections, drainage details, etc.
3. Plan sheets shall be scaled at not less than 1"= 50', if on full size sheets.
4. Final construction drawings shall be provided with the consultant's professional engineering stamp in accordance with Wyoming State Statutes.
5. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AutoCAD format on Compact Disk (CD). Final drawings shall be incorporated onto one set of CD's and labeled "FINAL

DESIGN DRAWINGS – 2<sup>ND</sup> STREET & SAM'S CLUB INTERSECTION IMPROVEMENTS PROJECT.”

6. All final drawings, details, lettering, symbols, etc., shall be drawn in black water-resistant ink.
7. Final drawings shall be placed on Mylar film sheets, 4-mil nominal thickness, and delivered to the Owner. All preliminary, final, and record drawings shall be of nominal size, 22 by 34 inches in size, unless approved for half size preparation by the Owner.

F. Project Manual

1. Consultant shall prepare technical specifications covering the required work for the Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Public Works Construction and Infrastructure Improvements," revised 2006, and Casper Public Utilities Water Distribution and Wastewater Collection Facilities Standard Specifications, revised 2006. All design criteria shall conform to other applicable standards, including Casper City Ordinance.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents. Supplemental Conditions shall include a section on construction scheduling to limit disruption to the public.
4. The Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany the Owner's Bid Form.
  - c. Edit "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instructions to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing to the City Engineering Office. After typing, Consultant shall incorporate them into the Project Manual.
  - d. The Consultant shall meet with the City Attorney's Office and City Engineering staff to discuss proposed changes to the "front end" documents. Emphasis shall be placed on the assessment and enforcement of liquidated damages.

5. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

6. Other Design Component Services

- a. Consultant shall provide the City Engineering Office three (3) copies of the preliminary construction drawings and project manuals to be reviewed by City staff.

Consultant shall prepare and provide the Casper Public Services Department for approval, final plans and specifications, incorporating changes requested by the City.

- b. Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
- c. Consultant shall meet with members of City staff every month, at City Hall, during the design phase, and attend any special meeting with the City Manager or City staff, relating to the performance of this contract. The Consultant shall provide the City with written minutes of these meetings. The Consultant shall be responsible and responsive to the City in its requests and requirements within the scope of this proposal, and shall confer with and be guided by the directives of the City through the office of the City Manager or his designated representative. Consultant shall prepare and distribute minutes of all progress meetings.
- d. The Consultant shall prepare and distribute written minutes of all meetings.
- e. The Consultant shall provide the City Engineering Office seven (7) sets of Bidding Documents prior to public advertisement for bids. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
- f. The Consultant shall submit to the City final drawings consisting of all the necessary details to construct this project.

- G. Sub-consultants

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.

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

H. Advertising and Bidding Phase

1. Consultant shall prepare an Advertisement for Bids in conformance with the City of Casper standards and furnish to Owner for publication.
2. The Consultant shall provide up to twenty-five (25) sets of final drawings and specifications to contractors who request sets, with four (4) sets submitted to the Owner. All costs of drawing and specification reproduction shall be borne by the Owner.

The price for bid sets shall be established by the Owner, with the Consultant collecting these fees and reimbursing the Owner for sets so purchased. The Owner will reimburse one-half of the bid set fees to bidders if returned in acceptable condition within a specified period of time after the bid opening.

3. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan holders sheet.
4. Consultant shall prepare and distribute addenda, if necessary.
5. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
6. The Consultant shall provide a written opinion to the Owner indicating their recommendations for awarding a construction contract for the Project.

I. Construction Administration Phase

1. Following the award of the contract Consultant will organize and conduct a pre-construction conference with the successful bidder. Consultant will prepare minutes of this conference and supply a copy to all representatives.
2. Consultant will make visits to the site at intervals appropriate to the various stages of the construction process. The project representative will maintain a daily "construction diary" detailing related construction activities.

3. Consultant will provide material testing. Such material testing shall include, but is not limited to soils sampling and testing, soil and gravel gradations, concrete cylinders, and concrete strength tests. All material testing will meet or exceed the required testing requirements set forth in the Contract Documents or industry standards. Consultant will procure all reports from the project representative observations, photos of the work being performed and material testing logs; Consultant will forward the information to The City of Casper as to the progress of the work. Consultant will alert The City of Casper to all apparent defects and deficiencies during the construction phase related to specific site issues and work related to the contractor. Consultant may disapprove or reject work if it we feel that it does not conform to the contract documents.
4. The Consultant will provide the necessary construction surveying services to facilitate the construction of the project. Consultant will provide the contractor with all requested data.
5. Based upon Consultant's on-site observations as experienced and qualified design professionals and by the inspectors observations; Consultant will determine the amounts owed to the contractor and recommend payments to said contractor in amounts based upon their itemized bid document to The City of Casper.
6. Consultant will conduct a walk-through meeting with The City of Casper and the contractor to determine if the work has been completed to project specifications. The walk-through meetings will be conducted at the end of the project and a comprehensive punch list items list will be submitted back to the contractor to address items that do not meet project specifications.
7. Based upon red lined prints from the inspector as well as drawings and other data furnished by the contractor; Consultant will submit within thirty (30) days (one) full size 22 X 34 reproducible set, one half size 11 X 17 reproducible set; and (three) full size 22 X 34 bound sets of drawings to The City of Casper as well as a digital copy following the completion of the Record Drawings.

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

1. Blueprints of Atlas sheets and/or GIS information encompassing the proposed project area.
2. Owner shall provide a timely review of all documents submitted by the Consultant.

2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 3<sup>rd</sup> day of June, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount sum fee of Forty-Seven Thousand and 00/100 Dollars (\$47,000.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

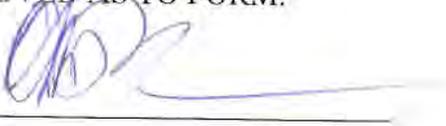
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

CONSULTANT  
Civil Engineering Professionals, Inc.

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision,

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

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

11.4 Consultant agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant. 11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or

any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

EXHIBIT "A"



February 5, 2014

City of Casper Public Services Department  
Engineering Division  
Attn: Andrew Beamer, P.E., City Engineer  
200 N. David Street  
Casper, WY 82601

Dear Mr. Beamer:

This letter presents our fee proposal for the services outlined in our proposal for engineering services for the 2<sup>nd</sup> Street & Sam's Club Intersection Improvements Project. A detailed manpower estimate is attached for your review. The total fee upset amount for engineering services is \$47,000.

We feel that our fee proposal is competitive, but want to assure you that it is also comprehensive. As stated in our technical proposal: we will complete the construction administration services for the proposed fee.

Thank you for your consideration of this proposal.

Sincerely,  
**CIVIL ENGINEERING PROFESSIONALS, INC.**

A handwritten signature in black ink that reads 'Robert Bennett'. The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Robert Bennett, P.E.



Civil Engineering Professionals, Inc.  
6080 Enterprise Dr. • Casper, WY 82609  
Phone 307.266.4346 • Fax 307.266.0103  
[www.cepi-casper.com](http://www.cepi-casper.com)

2nd Street & Sam's Club Intersection Improvements Project  
 City of Casper Public Services Department  
 Manpower and Cost Estimate

February 5, 2014

Task	Project Manager	Project Engineer	Landscape Architect	Engineering Technician	Survey Crew	Expenses	Total
	\$ 110	\$ 95	\$ 95	\$ 75	\$ 135	\$ 1	
Meetings	5	10					\$ 1,500
Field Survey		5		10	25	200	\$ 4,800
Prepare Plan and Profile Sheets	5	20		40		800	\$ 6,250
Landscaping Design and Modifications		5	30				\$ 3,325
Signal and Temp. Traffic Control Design	5	20				2,300	\$ 4,750
Prepare Project Manual	5	10					\$ 1,500
Advertising and Bidding Phase		10					\$ 950
Preconstruction Conference		5					\$ 475
Site Observation (2 Month @ 60 hr./Month)		10		120		1,500	\$ 11,450
Progress Meetings		5					\$ 475
Shop Drawings		5				500	\$ 975
Construction Staking and Material Testing					30	2,500	\$ 6,550
Applications for Payment		5					\$ 475
Walkthrough		5					\$ 475
Record Drawings		10		10	10		\$ 3,050
Total Hours	20	125	30	180	65	7,800	\$ 47,000
<b>Total Cost</b>	<b>\$ 2,200</b>	<b>\$ 11,875</b>	<b>\$ 2,850</b>	<b>\$ 13,500</b>	<b>\$ 8,775</b>	<b>\$ 7,800</b>	<b>\$ 47,000</b>

RESOLUTION NO. 14-47

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE 2<sup>ND</sup> STREET & SAM'S CLUB INTERSECTION IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to secure a consulting engineering firm to provide engineering services for improving the 2<sup>nd</sup> Street & Sam's Club intersection; and,

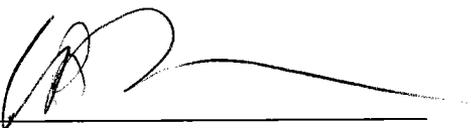
WHEREAS, Civil Engineering Professionals, Inc., is ready, willing and able to provide these professional services.

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

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed Forty-Seven Thousand and 00/100 Dollars (\$47,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to be 'V. H. McDonald', is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 4, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with CBS Constructors  
Speedway Bleacher Replacement Project 14-10

Recommendation:

That Council, by resolution, authorize an agreement with CBS Constructors, for the Speedway Bleacher Replacement, Project No. 14-10, in the amount of \$164,700. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,300, for a total project amount of \$170,000.

Summary:

On February 19, 2014, the City of Casper received one (1) bid for the Speedway Bleacher Replacement Project. The bid received was as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>CBS Constructors</b>	<b>McCook, NE</b>	<b>\$164,700</b>

The Engineer's estimate prepared by the City Engineering Office was \$190,000, with the low bid received at \$164,700. Adding a construction contingency amount of \$5,300 will bring the total contract amount to \$170,000.

The project consists of removing and replacing the bleachers at the Casper Speedway. The completion date for the project is May 2, 2014.

Funding for the project will be from one-time monies allocated by City Council.

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, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and CBS Constructors, P.O. Box 995, McCook, Nebraska, 69001, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace the bleachers at the Casper Speedway and,

WHEREAS, CBS Constructors is able and willing to provide those services specified as the Casper Speedway Bleacher Replacement Project 14-10.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper Speedway Bleacher Replacement Project 14-10.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by May 2, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 16, 2014.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if 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 Fifty Dollars (\$250.00) 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.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Sixty-Four Thousand Seven Hundred Dollars (\$164,700.00). See Exhibit "A" - Bid Form.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

## ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. \_\_\_\_.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 General Requirements, consisting of six (6) sections.
- 8.13 Technical Specifications, consisting of one (1) section (Division 13125)
- 8.14 Contract Drawings with each sheet bearing the following general title:

Casper Speedway Bleacher Replacement
- 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 \_\_\_\_\_, 2014.

APPROVED AS TO FORM:  
(Casper Speedway Bleacher Replacement Project 14-10)

  
\_\_\_\_\_

ATTEST:

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

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

ATTEST:

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

V.H. McDonald  
Title: City Clerk

CONTRACTOR:

CBS Constructors  
PO Box 995  
McCook, NE 69001

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Paul L. Meyer  
Title: Mayor



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

TOTAL BASE BID, IN NUMERALS: \$ 164,700.00

TOTAL BASE BID, IN WORDS: One Hundred Sixty Four Thousand Seven Hundred and no/----- 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: CBS Constructors  
PO Box 995  
McCook NE 69001
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 18, 2014.

BF-2

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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

By: CBS Constructors (seal)  
(Firm's Name)

Wade Kolbo, General Manager   
(General Partner)

Business Address: PO Box 995  
McCook NE 69001  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: 308-345-4280

A CORPORATION OR LIMITED LIABILITY COMPANY

By: \_\_\_\_\_ (seal)  
(Corporation's or Limited Liability Company's Name)

\_\_\_\_\_  
(State of Incorporation or Organization)

By: \_\_\_\_\_ (seal)  
  
(Title)

(Seal)

Attest: \_\_\_\_\_

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

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

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**

February 2014

**Casper Speedway Bleacher Replacement  
Project 14-10**

Casper, Wyoming

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

LS = Lump Sum

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	COST
1	Casper Speedway Bleachers	LS	1	\$ 164,700.00
<b>TOTAL BID</b>				<b>\$ 164,700.00</b>

• **BID IN WORDS:**

One Hundred Sixty Four Thousand Seven Hundred & no/100 dollars

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This bid submitted by:

*Wade Koller* GENERAL MANAGER

(Individual partnership corporation, or joint venture name)

RESOLUTION NO. 14-48

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CBS  
CONSTRUCTORS, FOR THE SPEEDWAY BLEACHER  
REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to contract for bleacher replacements for the Casper Speedway Bleacher Replacement Project; and,

WHEREAS, CBS Constructors is ready, willing and able to provide those services specified as the Casper Speedway Bleacher Replacement Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with CBS Constructors, McCook, Nebraska, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Sixty-Four Thousand Seven Hundred Dollars (\$164,700.00), and Five Thousand Three Hundred Dollars (\$5,300.00) for a contingency account, for a total price of One Hundred Seventy Thousand Dollars (\$170,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Paul L. Meyer  
Mayor

March 4, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services  
2014 McKinley Street Improvements Project, Project No. 13-69.

Recommendation:

That Council, by resolution, authorize a contract for professional services with Trihydro Corporation, for design services for the 2014 McKinley Street Improvements Project, No. 13-69, in the amount of \$63,967.

Summary:

South McKinley Street is a heavily-used arterial street that serves to connect the north and south boundaries of Casper. The street surface has been subject to substantial traffic loads, freeze/thaw cycles of storm water, and multiple water main repairs. This has caused traverse cracking and potholes throughout the street. The undersized cast iron water main pipe in the street has had many breaks and is not suitable for the soils in the area. Because the street serves as an arterial corridor, it moves storm water from collector streets to the north. Instances of heavy rainfall, such as the July 2009 storm, have indicated that the storm water system infrastructure should be analyzed for its longevity and capacity due to floods along South McKinley Street. There are currently no ADA accessible ramps on South McKinley Street from 15<sup>th</sup> Street to 20<sup>th</sup> Street.

To address these issues, the 2014 McKinley Street Improvements Project will: replace the cast iron water main from 15<sup>th</sup> Street to 18<sup>th</sup> Street; install storm sewer inlets tied into the existing main from 16<sup>th</sup> Street to 18<sup>th</sup> Street; mill and overlay of asphalt from 15<sup>th</sup> Street to 19<sup>th</sup> Street; install traffic striping, bike lane striping, stop bars, crosswalk bars and crosswalk signage, with ADA accessible ramps, at intersections from 15<sup>th</sup> Street to 20<sup>th</sup> Street; include miscellaneous repairs to sidewalk, curb and gutter, and curbside, and sanitary sewer on South McKinley Street and the surrounding area.

An analysis of all storm sewer infrastructure on South McKinley Street from 15<sup>th</sup> Street to 21<sup>st</sup> Street will be made to assess the structural integrity of existing storm sewer mains and appurtenances (manholes, main and branch piping, and inlets). To address the corrosive soils in the area, a geotechnical report will be made analyzing the soils and road foundations, and will include recommendations for future full-depth reconstruction of the roadway, pavement design and foundation design.

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

The estimated construction cost for the 2014 McKinley Street Improvements is \$776,000.

Funding for this project will be from Water Fund Reserves, Sanitary Sewer Reserves, and Arterial and Collector Street Funds.

A resolution is prepared for Council's consideration.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_ day of February, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Trihydro Corporation, 1250 Commerce Dr., Laramie, WY, 82070 ("Contractor").

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

### RECITALS

- A. The City is undertaking 2014 McKinley Street Improvements Project.
- B. The project requires professional services for geotechnical investigations, storm sewer analysis and design services.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Provide professional services per Trihydro's "Revised Cost Proposal, 2014 McKinley Street Improvements", dated February 14, 2014, Exhibit "A" and per the 'Proposal, 2014 McKinley Street Improvements' submitted by Trihydro dated February 7, 2014, excluding the Storm Sewer CCTV video.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 16th day of May, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Sixty-Three Thousand Nine Hundred Sixty-Seven Dollars (\$63,967.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

WITNESS

CONTRACTOR  
Trihydro Corporation  
1252 Commerce Drive  
Laramie, WY, 82070

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

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

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

Printed Name: Deby L. Forry, Esq.

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

Title: VP of Risk Management & CFO

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City. Notwithstanding the above, Contractor shall retain ownership of any Contractor-provided software, including any customizations of, derivatives of, or enhancements thereto, including but not limited to Contractor's Project Direct© software, that may be provided as an application for the City's use. Additionally, any pre-existing software, previously belonging to Contractor or lawfully acquired by Contractor in a manner independent of this Contract, that is used by Contractor in the course of the services hereunder, or that may be provided by Contractor to the City and which is indicated to be the property of Contractor by copyright notice or otherwise, shall remain the property of Contractor.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



February 14, 2014

Mr. Alex Sveda, P.E.  
City of Casper  
Public Services Department  
Engineering Division  
200 North David Street  
Casper, WY 82601

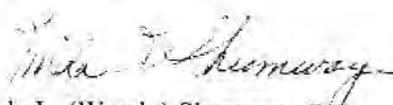
RE: Revised Cost Proposal, 2014 McKinley Street Improvements

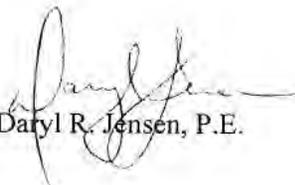
Dear Mr. Sveda:

Please find attached Trihydro Corporation's (Trihydro) revised cost proposal and cost assumptions for the McKinley Street Improvement project. The cost proposal has been revised to exclude the storm sewer video. The analysis of the storm sewer by Trihydro is still included in the scope of work but, as we understand from speaking with the City, the analysis may be limited due to the quality of video that the City's equipment is able to capture.

We are looking forward to working with you on this project. If you have questions or concerns about our proposed scope of services or the cost estimate, please feel free to contact us.

Sincerely,  
Trihydro Corporation

  
Linda L. (Wendy) Shumway, P.E.  
Sr. Engineer Vice President

  
Daryl R. Jensen, P.E.

999-13A-005

Attachments



Trihydro Corporation
Labor Subtotal

Expenses Direct Reimbursables		
	Expenses Subtotal	Task Total
	\$367	\$7,664
	\$1,277	\$6,072
	\$6,700	\$6,845
		\$30,687
	\$168	\$6,572
	\$100	\$5,457
Cost	\$8,612	--
Subtotal	\$9,282	\$63,967
Cost	\$8,612	--
Total	\$9,282	\$63,967

TASK	DESCRIPTION	
<b>A</b>	<b>Design</b>	
A-1	Project Management and Administration	\$7,297
A-2	Field Investigations, Supplemental Surveying and Mapping, Excluding Storm Sewer Video	\$4,795
A-3	Geotechnical Report <sup>1</sup>	\$145
A-4	Design Plans	\$30,687
<b>B</b>	<b>Construction Drawings</b>	\$6,404
<b>C</b>	<b>Project Manual</b>	\$5,357
	Phase I Subtotal (hours)	560
	Phase I Subtotal (\$)	\$54,685
	<b>Total (hours)</b>	<b>560</b>
	<b>Total (\$)</b>	<b>\$54,685</b>

Note:

1. A proposal was received from Tetra Tech for the geotechnical work



**COST SPREADSHEET ASSUMPTIONS  
REVISED FEBRUARY 14, 2014  
2014 MCKINLEY STREET IMPROVEMENTS PROPOSAL  
CITY OF CASPER, WYOMING**

**Project Design**

---

**Task A: Design**

**1. Project Management and Administration**

- Communications with the City of Casper Engineering Division (City).
- Provide progress updates.
- Attend project Kick-Off Meeting.
- Coordinate project activities and resources.

**Assumptions**

- Project management includes Quality Assurance/Quality Control.
- One (1) Project Kick-Off Meeting (2 hours).

**2. Field Investigations, Supplemental Surveying and Mapping**

- Establish and verify survey control.
- Coordinate underground locates.
- Coordinate with utility companies for utility adjustments if needed.
- Conduct topographic survey to collect surface elevations and utility information to supplement the existing mapping as needed.
- Verify location of fire hydrants, water valves, and areas of sidewalk and curb and gutter that require repair.
- Verify storm sewer inlet elevations that are pertinent and create a log including photos, utility information, and condition.
- Provide analysis of the structural integrity of existing storm sewer mains, manholes, main and branch piping and inlets on McKinley Street between 15th and 21st Streets. The analysis will be based on video provided by the City. We understand from speaking with the City, that the City's video may be limited in information as the quality of the video may be constrained by the equipment available to the City.
- Provide recommendations and construction cost estimates for future storm sewer system improvements.

**Assumptions**

- City will provide GIS base map data.



**COST SPREADSHEET ASSUMPTIONS  
REVISED FEBRUARY 14, 2014  
2014 MCKINLEY STREET IMPROVEMENTS PROPOSAL  
CITY OF CASPER, WYOMING**

- City will provide potholing equipment and crew at identified utility conflicts, if any.
- City will perform the storm sewer video as soon as possible.

**3. Geotechnical Report (Tetra Tech)**

- Tetra Tech will obtain the Street Cut and Traffic Control permits.
- Perform six exploratory borings on McKinley Street between 15<sup>th</sup> and 20<sup>th</sup> Streets.
- Field testing will include screening for volatile organic compounds (VOCs) using a photoionization detector (PID).
- Perform laboratory testing.
- Provide pavement section and subgrade designs for surfacing recommendations for the future full-depth reconstruction of the roadway between 15th and 20th Streets.

**4. Design Plans**

- Review project requirements with the City.
- Prepare 10%, 50%, and 90% design plans.
- Prepare cost estimate to accompany the 50% design plans.
- Coordinate review of 10%, 50%, and 90% design plans with the City.
- Provide weekly meetings to update the City Public Service Department and discuss the status of the project.
- Attend any interim meetings called by the City.

**Assumptions**

- Design issues will be brought to Trihydro's attention during the 50% design plan meeting.
- Weekly update meetings will not be longer than 1 hour.
- Three meetings (2 hours) with the City to review the 10%, 50%, and 90% design plans.
- Interim meetings with the City will be no more than 2 hours of Project Manager time.
- Trihydro will prepare meeting agendas and visual aids for the design review meetings.
- Trihydro will prepare meeting notes following each design review meeting.
- Trihydro will provide 3 sets of 11" x 17" copies of plans for each of the design review meetings.



**COST SPREADSHEET ASSUMPTIONS  
REVISED FEBRUARY 14, 2014  
2014 MCKINLEY STREET IMPROVEMENTS PROPOSAL  
CITY OF CASPER, WYOMING**

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**Task B: Construction Drawings**

- Prepare draft set of construction plans for City review.
- Coordinate review of draft construction plans with the City.
- Prepare final set of construction plans.
- Finalize construction cost estimate.
- Complete WDEQ Application for Permit to Construct.

**Assumptions**

- The City will provide design justification for the increase in the water line size for the WDEQ Application for a Permit to Construct.
  - One meeting (2 hours) with the City to discuss the draft construction plans.
  - Trihydro will prepare the meeting agendas and visual aids.
  - Trihydro will prepare meeting notes following the draft construction plan review.
  - Three sets of final Construction Drawings and Project Manuals will be submitted to the WDEQ.
  - Trihydro will provide 2 sets of 11" x 17" draft Construction Drawings and Project Manuals to the City for review.
  - Trihydro will provide 4 sets of 11" x 17" final Construction Drawings and Project Manuals to the City.
  - An electronic (pdf) copy of the Project Manual will be provided to the City.
- 

**Task C: Project Manual**

- Prepare draft and final Project Manual with Technical Specifications, bid schedule, and contract documents.
- Provide the City with the final Project Manual.

**Assumptions**

- 2 sets of draft Project Manuals and 4 sets of final Project Manuals will be provided to the City.
- An electronic (pdf) copy of the Project Manual will be provided to the City.

RESOLUTION NO. 14-49

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH TRIHYDRO CORPORATION, FOR PROFESSIONAL SERVICES FOR THE 2014 MCKINLEY STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to enter into a professional services agreement with Trihydro Corporation, for design services for the 2014 McKinley Improvements Project, Project No. 13-69; and,

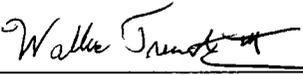
WHEREAS, Trihydro Corporation is able and willing to provide these services.

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 Trihydro Corporation, to provide professional consulting services for repairs on South McKinley Street.

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 Sixty-Three Thousand Nine Hundred Sixty-Seven Dollars (\$63,967.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

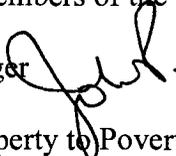
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

February 25, 2014

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

FROM: John C. Patterson, City Manager 

SUBJECT: Transferring Surplus City Property to Poverty Resistance Food Pantry for the Necessary Support of the Poor

Recommendation:

That Council authorize, by resolution, the transfer of one 1997 Ford 1/2 -ton truck to Poverty Resistance Food Pantry for the necessary support of the poor.

Summary:

The City has a 1997 Ford ½-ton truck that is surplus property. The Poverty Resistance Food Pantry is a local non-profit organization that focuses on assisting low-income people in the Casper community. This organization would greatly benefit from the use of the above described truck.

**RESOLUTION NO. 14-50**

**A RESOLUTION AUTHORIZING THE TRANSFER  
OF ONE 1997 FORD ½-TON TRUCK TO POVERTY  
RESISTANCE FOOD PANTRY.**

**WHEREAS**, Poverty Resistance Food Pantry, a private non-profit organization, focuses on assisting low-income persons in the Casper area; and,

**WHEREAS**, the City has a 1997 Ford ½-ton truck, VIN 1FTDF1763VKC19188, which is surplus property; and,

**WHEREAS**, the City of Casper desires to assist with providing a means of transportation for delivering food to people in need; and,

**WHEREAS**, the City of Casper desires to transfer to Poverty Resistance Food Pantry the above described truck for the necessary support of the poor;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:** That the Mayor is hereby authorized to execute and the City Clerk to attest the transfer of title of the above mentioned truck to Poverty Resistance Food Pantry for the necessary support of the poor.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Paul L. Meyer  
Mayor

January 16, 2014

MEMO TO: John Patterson

FROM: Kenneth S. King, Casper Fire-EMS Chief

SUBJECT: Sole source purchase of Motorola portable radios

Recommendation:

That Council, by resolution, authorize the sole-source purchase of Motorola APX6000 portable radios and necessary bank chargers not to exceed the amount of \$99,896.40.

Summary:

In 2002, the City of Casper purchased 800 MHz radios and the required infrastructure. The City began operating with Motorola digital radios for both police and fire public safety communications. In 2005, all neighboring public safety providers came on to the 800 MHz digital system and all of Natrona County was then on one system. In 2011, the City communications system became interfaced with the Wyoming State WyoLink system which allowed us to integrate communications between local, state, and federal public safety agencies.

This sole source purchase request is based upon two major issues: 1) equipment/infrastructure compatibility and, 2) cost determined by WyoLink state bid price. Compatibility is critical for this purchase in order to remain consistent with the public safety communications of the City and the interoperability with other public safety agencies in our region. The cost of Motorola equipment is determined by the WyoLink Wyoming state bid price set by Motorola and eliminates the competition and the need of a competitive bid process. Local public safety agencies use Wireless Advanced Communications to purchase and maintain current Motorola systems.

Funds for this purchase are available in the Homeland Security Grant number 419 for Regional Response Team II.

RESOLUTION NO. 14-51

A RESOLUTION AUTHORIZING THE PURCHASE OF MOTOROLA APX6000 PORTABLE RADIOS AND NECESSARY BANK CHARGERS.

WHEREAS, the Casper Fire-EMS Department has been using Motorola 800 MHz since 2002,

WHEREAS, the other emergency service departments in Natrona County are on this same Motorola 800 MHz system; and,

WHEREAS, interoperability with our current communications infrastructure is deemed critical; and

WHEREAS the cost of Motorola products for the State of Wyoming, including Casper Fire-EMS, is set by the WyoLink state bid price.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and City Clerk to attest, the purchase of twenty-eight (28) Motorola 800 MHz portable radios and necessary bank chargers.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment from the use of Homeland Security Grant number 419 for Regional Response Team II for the amount of Ninety Nine Thousand, Eight Hundred Ninety Six Dollars and Forty Cents. (\$99,896.40).

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Paul L. Meyer  
Mayor

February 24, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Authorize Purchase of One 250 Gallon Melter Applicator

Recommendation:

That Council, by minute action, authorize the purchase of one CrafcO, 250 gallon, melter applicator with options, from Denver Industrial Sales & Service Company, Denver, CO, to be used in the Streets Division of the Public Services Department. The amount of this purchase will be \$64,670.

Summary:

Bids were requested for one (1) new 250 gallon melter applicator. On February 24, 2014, two bids were received from vendors. The bids are as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Total</u>
<b>CrafcO Super Shot 250D</b>	<b>Denver Industrial Supply &amp; Service</b>	<b>\$64,670</b>	<b>\$64,670</b>
Cimline 410 Magma	Normont Equipment	\$77,294	\$77,294

The recommended purchase of this melter meets all of the necessary specifications.

The purchase of this unit will become a part of the fleet in the Streets Division of the Public Services Department. This purchase will be funded from 1%#14 funds allocated for replacement equipment.

February 25, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director – City Clerk 

SUBJECT: Annual Financial Interest Disclosure Requirement

Recommendation:

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

Summary:

Wyoming Statute No. 6-5-118 states:

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

Additionally:

- A financial interest in any institution dealing with the City's funds can include, but is not limited to: an investment, a checking account, a savings account and ownership of land or building which the financial institution uses to conduct business.
- The statute requires disclosure of a financial interest, but does not indicate that specifics of the interest be disclosed. This means that while a person must state they have an interest, they do not have to say what that interest is. Therefore, if you have a checking account in a bank the City does business with, you must only indicate you have an interest in the bank, but need not state whether such interest is a checking account or how much is in the account.

- For purposes of this statute, a "pecuniary benefit" is defined as a benefit in the form of property, including benefits in the form of transportation and lodging, but does not include: a) property with a value of less than twenty dollars; b) food or drink or entertainment authorized as a proper deductible expense for income tax purposes under the United States IRS Code up to an amount of one hundred dollars per year; and, c) contributions to a political campaign of a public servant as provided in W.S. 22-25-102.
- As used in this statute, "personal business" means any activity that is not a governmental function. A "government function" is defined as any activity for which a public servant is authorized to undertake on behalf of a government.

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

All Financial Interest Disclosure forms have been received.

February 12, 2014

MEMO TO: John Patterson, City Manager

FROM: Rick Harrah, Public Services Director  
Andrew B. Beamer, P.E., City Engineer  
Andrew Colling, Engineering Technician II

SUBJECT: Reject All Bids  
Pratt Tank Renovations, Project No. 13-06

Recommendation:

That Council, by minute action, reject the bid submitted for the Pratt Tank Renovations, Project No. 13-06.

Summary:

On Tuesday, February 11, 2014, one (1) bid was received to modify the Pratt North Water Storage Tank to meet Wyoming DEQ requirements and remove and replace the interior coating. The bid received for this work follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Wayne Coleman Construction, Inc.	Casper, WY	\$774,307

The estimate prepared by the City Engineering Office was \$350,000.

This project includes structural modifications to meet Wyoming DEQ requirements and the removal and replacement of the interior, lead based coating.

It is recommended that these bids be rejected as they exceed the Engineer's estimate and the available budget. The City will seek additional funding and bid the project again next fiscal year.

March 4, 2013

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director  
Andrew Beamer, P.E., City Engineer  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Reject Bids for the Redesigned Mike Sedar Pool Project

Recommendation:

That Council, by minute action, reject all bids received for the Redesigned Mike Sedar Pool Project No. 13-07B.

Summary:

On Tuesday, January 21, three (3) bids were received for the reconstruction of Mike Sedar Pool. The bids were as follows:

Contractor	City, State	Bid Price
1. Interwest Construction	Salt Lake City, UT	\$3,553,545.00
2. G.H. Phipps of WY	Laramie, WY	\$3,851,999.00
3. Haass Construction	Casper, WY	\$3,998,002.19

Ohlson Lavoie Collaborative (OLC) is under contract with the City for design and construction administration of this project. The estimated construction cost for the base bid from OLC was \$1,641,000.

This project was bid-out three (3) times. On this third bid opening, the design of the pool was modified to reduce costs without changing the capability to meet the needs of Casper citizens. However, it is clear that the need is not going to be met within the current budget allotment of \$1.641 million, and this project will not have sufficient surplus funds to cover pool construction.