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REGULAR COUNCIL MEETING

Tuesday, March 17, 2015

6:00 p.m.

COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. Smoking is Not Permitted.
- IV. Use of Cellular Telephones is Not Permitted, and Such Telephones Shall Be Turned Off or Otherwise Silenced During the Council Meeting.
- V. The Hearing Impaired Are Encouraged to Contact the City Manager's Office No Later Than 12:00 Noon on the Monday Preceding the Council Meeting, if Assistance is Required.
- VI. Wheelchair Bound Members of the Public Are Encouraged to Contact the City Manager's Office No Later than 12:00 Noon on the Monday Preceding the Council Meeting, if Additional Handicapped Parking is Required.
- VII. Speaking to the City Council Clearly State Your Name and Address.
 - Clearly State Your Name and Address.
 - Please Keep Your Remarks Pertinent to the Issue Being Considered by the City Council or the Issue You are Presenting.
 - Please Do Not Repeat the Same Statements that Were Made by a Previous Speaker.
 - Please Speak to the City Council as You Would Like to be Spoken To. The City Council Understands Your Passion and Conviction for the Issue you are Speaking Upon. However, the City Council Urges You to Speak with Civility and Decorum.
 - The City Council Will Not Respond to Any Comments Made By Speakers Concerning Personnel Matters Related to City Employees. Any Such Comments will be Referred to the City Manager.
 - Questions Posed by Speakers May, or May Not be Responded to by Council Members.
 - Willful Disruption of, or the Breach of the Peace at a Council Meeting by any Individual or Group of Individuals may Result in the Removal of any Such Individual or Group from the Council Chambers.
(These Guidelines Are Also Posted at the Podium in the Council Chambers)

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 24, 2015 SPECIAL, REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 1, 2015
4. CONSIDERATION OF MINUTES OF THE MARCH 3, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 10, 2015
5. CONSIDERATION OF BILLS AND CLAIMS
6. PRESENTATION OF CERTIFICATION OF RECOGNITION TO PARTICIPANTS OF THE FIRST CITIZENS' ACADEMY
7. ESTABLISH DATE OF PUBLIC HEARINGS
 - A. Consent
 1. Establish April 7, 2015, as the Public Hearing Date for Consideration of:
 - a. **Ordinance Amendment to Section 17.20** of the Casper Municipal Code Pertaining to **Floodplain Management Standards**.
 - b. **Sale of City-Owned Property** Located South of 321 West Midwest Avenue, and Described as a **3,934 Square Foot Parcel of Vacant Land** in the SE1/4NW1/4 Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming for Economic Development Purposes Pursuant to W.S. § 15-1-112(b)(i)(D).
8. PUBLIC HEARINGS
 - A. Ordinance
 1. Consideration of **Annexation** Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Open Space Addition** Complies with W.S. 15-1-402.
 - a. **Resolution**
 - b. Third Reading **Ordinance** Approving **Annexation**, and **Zoning** of **Open Space Addition**.

8. PUBLIC HEARINGS (continued)

B. Resolution

1. An **Appeal** of the **Planning and Zoning Commission's** Decision to **Deny a Conditional Use Permit** for a Manufactured Mobile Home, for Security Reasons, in an M-1 (Limited Industrial) Zoning District, on Lots 16-17, Block 2, Burlington Addition, Located at 440 North Washington Street.
2. Consideration of a **Trade of Real Property** between **East Elkhorn Ranch, LLC; Casper Redevelopment Company, LLC;** and the City of Casper, Wyoming.

C. Minute Action

1. Transfer of Ownership of a **Retail Liquor License**, from **Safeway Stores 46 Inc.**, to **Ridley's Family Markets Inc.**, d.b.a. **Ridley's Family Markets**, Located at 1375 CY Avenue.
2. Issuance of New **Restaurant Liquor License**, to **Rena's Lime Leaf Asian Bistro Inc.**, d.b.a. **Rena's Lime Leaf Asian Bistro Inc.**, Located at 845 East 2nd Street.

9. SECOND READING ORDINANCES

A. Consent

1. **Plat** of a Portion of SW1/4 and the SE1/4NW1/4, Section 13, T33N, R79W, 6th P.M., Natrona County Wyoming, to Create the **Cambridge Addition**, and an Accompanying PUD Site Plan, Located to the North of the **SE Wyoming Boulevard** and **Country Club Road** Intersection.
2. **Amendment** to the **Casper Municipal Code** Section **17.12.240 E.**

10. RESOLUTIONS

A. Approving **Amendment No. 6 to the Joint Powers Agreement** for the **City of Casper-Natrona County Casper Area Economic Development Joint Powers Board.**

B. Consent

1. Authorizing the **Sole-Source Purchase** of the **EOD9 Bomb Suit with Helmet** in the Amount of \$7,233.00.
2. Authorizing the Mayor to Sign the March 3, 2015 **State Small Business Credit Initiative/Laramie Consortium of Participating Municipalities Letter Agreement.**

10. RESOLUTIONS (continued)

B. Consent

3. Authorizing an **Agreement** for the Obligations and Commitments Necessary to **Host the Wyoming State High School Volleyball, Wrestling, Track, and 1A/2A and 3A/4A Basketball Culminating Events.**
4. Authorizing **Temporary License Agreement** with Home Depot USA, Inc., for a **Condition Assessment for the Home Depot USA Water Distribution System.**
5. Authorizing Agreement with **71 Construction, Inc.**, in the Total Amount of \$600,000, for the **Highland Park Stormwater Detention Facility Project.**
6. Authorizing Agreement with **Installation and Service Company, Inc.**, in the Total Amount of \$371,550, for the **2015 Casper Public Utilities Asphalt Repair Project.**
7. Authorizing Agreement with **Caspar Building Systems, Inc.**, in the Amount of \$1,956,450, for the **Solid Waste Truck Barn Expansion Project.**
8. Authorizing Utility Service/Repair Permit with the Wyoming Department of Transportation (WYDOT) for **Installation of a Water Distribution Line** within WYDOT Right-Of-Way to **Service Magnolia Street as Part of the Tractor Supply Site Plan.**
9. Authorizing Access Permit with the Wyoming Department of Transportation (WYDOT) for **Installation of Magnolia Street** within WYDOT Right-Of-Way to **Allow a Connection to Highway 220/CY Avenue.**
10. Authorizing a Consent Agreement for Assignment of License Agreement Between the City of Casper and **NCWPCS MPL 34 – Year Sites Tower Holdings, LLC, (an AT&T Entity)**, Located at **1550 East 12 Street.**
11. Authorizing a Consent Agreement for Assignment of License Agreement Between the City of Casper and **NCWPCS MPL 33 – Year Sites Tower Holdings, LLC (an AT&T Entity)**, Located at **1903 North Poplar Street.**

10. RESOLUTIONS (continued)

B. Consent

12. Authorizing a Consent Agreement for Assignment of License Agreement Between the City of Casper and **New Cingular Wireless PCS, LLC**, Located at **3980 Janel Drive**.
13. Authorizing a Consent Agreement for Assignment of License Agreement and Consent to Sublease to **Verizon Wireless** Between the City of Casper and **NCWPCS MPL 33 – Year Sites Tower Holdings, LLC**, Located at **1509 East K Street**.
14. Authorizing a Memorandum of Understanding Regarding the **Y.M.C.A. Public Site Improvements**.

11. MINUTE ACTION

A. Consent

1. Appointing **Bruce English** to the **Casper Public Utilities Advisory Board** to a Term Ending December 31, 2020.
2. Authorizing the Purchase of One (1) New **2-Ton Cab/Chassis with Flatbed Stake Body, Snow Plow, and Two (2) Cubic Yard Salt Spreader, with Options**, from **Fremont Motor Company- Lander**, in the Amount of \$69,675.20, Before Trade-In Allowance, for Use by the Solid Waste Division of the Public Services Department.
3. Authorizing the Purchase of One (1) New **2-Ton Cab/Chassis with 8 Cubic Yard, Rear Load Litter Body, with Options**, from **Greiner Motor Company - Casper**, in the Amount of \$86,066, Before Trade-In Allowance, to be Used in the Solid Waste Division of the Public Services Department.
4. Authorizing the Purchase of Three (3) Used **54' Van Trailers**, from **CMI-Teco**, of Mills, Wyoming, in the Amount of \$46,500, to be Used in the Solid Waste Division of the Public Services Department.
5. Authorizing the Purchase of Six (6) New **Half Ton Pick-ups, with Options**, from **Greiner Motor Company-Casper**, in the Amount of \$163,678, with Options, Before Trade-Ins to be Used Throughout Various Departments within the City.
6. Authorizing the Purchase of One (1) **New Ford Explorer**, from **Greiner Motor Company**, Casper, Wyoming, in the Amount of \$31,259, Before Trade-In, to be Used in the Meter Services Section of the Administrative Services Department.

- 12. COMMUNICATIONS
 - A. From Persons Present
- 13. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL
- 14. ADJOURNMENT

Upcoming Council meetings

Council meetings

Tuesday, April 7, 2015 – Council Chambers
 Tuesday, April 21, 2015 – Council Chambers

Work sessions

4:30 p.m. Tuesday, March 24, 2015 – Council meeting room
 7:00 a.m. Friday, March 27, 2015 – Council meeting room
 4:30 p.m. Tuesday, April 14, 2015 – Council meeting room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
February 24, 2015, 4:30 p.m.

Casper City Council met for a previously scheduled special meeting at 4:30 p.m., Tuesday, February 24, 2015. Present: Councilmen Cathey, Hedquist, Hopkins, Johnson, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell led the audience in the Pledge of Allegiance.

Moved by Councilman Johnson, seconded by Councilman Mundell to re-open the public hearing on the renewal of the Powder River Veteran’s Club Limited Liquor License No. 3. Motion passed.

Mayor Powell opened the public hearing for the consideration of the renewal of the Powder River Veteran’s Club Limited Liquor License No. 3.

City Attorney Luben gave a supplemental report and entered five (5) exhibits into the record:

Exhibit A: Letter Dated February 19, 2015 from Thomas Montoya, Chief of Enforcement of the Wyoming Liquor Division to Bill Luben, Casper City Attorney advising that the City has no authority to renew the Powder River Veterans Club Limited Liquor License No. 3 with a copy of a letter attached thereto, dated February 11, 2015 sent from J. Dee Darneff, Commander, of the Department of Wyoming Headquarters for the Veterans of Foreign Wars of the United States to Bob Cook, as the Commander of the VFW Post 991 advising that there is no legal connection between the Veterans of Foreign Wars and the Powder River Veterans Club.

EXHIBIT B: Letter dated February 20, 2015 from John C. Patterson, as the Casper City Manager to Daniel Bogart, President of the Powder River Veterans Club along with a copy of the Council Memo for today’s meeting from William C. Luben, Casper City Attorney, and copies of the letters referred to as Exhibit A, all which were enclosed with said letter.

Exhibit C: Copy of E-mail from Tanya Johnson, Secretary to the Casper City Manager’s Office to the Powder River Veterans Club, dated February 20, 2015 at 10:30 a.m. with an attachment being a copy of John Patterson’s letter of February 20, 2015 as evidenced by Exhibit B.

Exhibit D: Copy of E-mail from Tanya Johnson, Secretary to the Casper City Manager’s Office to the Powder River Veterans Club, dated February 20, 2015 at 10:47 a.m. with attachments being the letters set forth in Exhibit A.

Exhibit E: Copy of the renewal application filed with the City by the Powder River Veterans Club for the renewal of a Veterans Club limited liquor license dated December 12, 2014 for the license term of April 1, 2015 to March 31, 2016.

Speaking in support was Rhonda Lawstuen, 370 South 5th Avenue, Mills; Allison Gunter 623 South 3rd Avenue, Mills; and Bob Cook, 1344 Fremont.

Speaking in opposition was Michael Reid, 1615 Luker Drive; and Dr. David Iszler and Sheryl Iszler, 2230 West 41st Street.

There being no others to speak for or against the issues involving the renewal of the Powder River Veteran's Club Limited Liquor License No. 3, the public hearing was closed.

Councilman Schlager requested permission to withdraw the motion from the February 17, 2015 Council meeting to approve the Powder River Veteran's Club Limited Liquor License No. 3. There being no objections, the motion was withdrawn.

Councilman Hopkins moved, by minute action, based on the evidence submitted, to deny the renewal of the Powder River Veteran's Club Limited Liquor License No. 3 finding that the Powder River Veteran's Club is not authorized to apply for the renewal of this license, and for that reason the purposes of Chapter 5.08 of the Casper Municipal Code regarding Alcoholic Beverages would not be carried out by the renewal of this liquor license. Seconded by Councilman Mundell. Following discussion, motion passed unanimously.

Moved by Councilman Pacheco, seconded by Councilman Cathey, to adjourn the meeting. Motion passed. The meeting was adjourned at 5:20 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

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

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

Mayor Powell, along with the Scouts led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, approve the minutes of the February 17, 2015, regular Council meeting, as published in the Casper-Star Tribune on February 27, 2015. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Pacheco, to, by minute action, approve payment of the March 3, 2015, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction. Mayor Powell noted he wished to abstain from voting on invoices pertaining to Natrona County Health Department. Motion passed.

Bills & Claims
03/03/15

A/GMass	Refund	\$23.54
AAdamson	Refund	\$12.32
AFreeman	Refund	\$13.36
AHiatt	Reimb	\$41.98
AJones	Refund	\$50.63
AMBI	Services	\$687.53
AmericanEagleCleaning	Services	\$2,150.00
AmericanTitle	Services	\$125.00
Amerigas	Goods	\$1,536.34
AtlanticElectric	Services	\$300.08
BankOfAmerica	Goods	\$218,155.59
BDay	Refund	\$43.34
BHatcher	Refund	\$16.13
BSchnell	Refund	\$53.68
C/JMarshall	Refund	\$35.31
C/SLucash	Refund	\$16.78
CasperAmateurHockey	Funding	\$4,070.00
CasperRadioGroup	Services	\$336.00
CATC	Funding	\$136,691.00
CCarlson	Refund	\$75.00
CDvarskis	Refund	\$50.00
CDWGvmt	Goods	\$1,456.72
Centurylink	Services	\$1,352.40
Charter	Services	\$450.00

CharterCommunications	Services	\$243.10
CivilEngineeringProfessionals	Projects	\$1,602.50
ClerkCircuitCourt	Services	\$1,865.88
CNICHealthSolutions	Services	\$2,375.14
CommTech	Goods	\$67,109.22
Comtronix	Services	\$272.40
CrimeSceneInfo	Services	\$86.25
CStrang	Refund	\$1,472.30
DaleBuckinghamArchitects	Projects	\$755.22
DavidsonFixedIncome	Services	\$6,906.50
DBienvenu	Refund	\$47.08
Dell	Goods	\$665.20
DesertMtn	Goods	\$9,802.95
DFun	Refund	\$54.70
DLoeschen	Refund	\$53.68
DPumford	Refund	\$225.00
EcolabPest	Services	\$278.34
EnvironmentalCivilSolutions	Services	\$11,361.18
FirstData	Services	\$5,460.74
FirstInterstateBank	Services	\$1,275.33
FoodSvcsOfAmerica	Goods	\$4,589.85
GKassay	Reimb	\$246.00
GlackenAssoc	Services	\$275.00
GMayhue	Reimb	\$125.73
GolderAssociates	Services	\$6,042.60
GSGArchitecture	Services	\$26,787.50
HarrisWasteMgmtGroup	Services	\$3,305.96
HDR Engineering	Projects	\$1,980.11
HedquistConstruction	Projects	\$48,009.40
HewlettPackard	Goods	\$968.28
HLorenzen	Refund	\$75.00
Homax	Goods	\$5,161.07
J Peterson	Reimb	\$118.00
JBurgers/TThompson	Refund	\$41.50
JHorton	Refund	\$56.37
JScott	Reimb	\$1,248.75
JWatson	Reimb	\$100.00
K/DTweedy	Refund	\$144.43
KBryant	Refund	\$9.11
KCasciato	Refund	\$49.39
KCWY-TV	Services	\$297.50
KDelano	Refund	\$192.00
KLQQ-FM	Services	\$360.00
KTWO-TV	Services	\$400.00
LaborReady	Services	\$5,952.77
Lillard&Clark	Projects	\$48,419.00

M/VHarrison	Refund	\$12.37
Manpower	Services	\$712.08
MByrd	Refund	\$18.44
MMora	Reimb	\$340.36
Motorola	Goods	\$5,029.97
MunicipalCodeCorp	Goods	\$1,270.72
NC Clerk	Services	\$432.00
NCHHealthDept	Funding	\$50,000.00
NevesUniforms	Goods	\$324.63
NIRA	Funding	\$16,500.00
NMyers	Refund	\$29.10
NordicSound	Goods	\$38,063.00
NorthParkTransport	Services	\$118.18
OhlsonLavoie	Services	\$10,350.00
OneCallofWy	Services	\$370.00
OverheadDoor	Goods	\$485.64
Paciolan	Services	\$1,741.35
PBennett	Refund	\$164.34
PeaksToPlainsDesign	Services	\$7,000.00
PioneerContracting	Services	\$15,760.00
PNorwood	Refund	\$9.10
PostalPros	Services	\$24,802.79
RCarlton	Refund	\$57.14
RMarts/JLewis	Refund	\$36.95
RockyMtnPower	Services	\$62,664.21
RStrever	Refund	\$41.36
RYoung	Reimb	\$81.99
SBullock	Reimb	\$226.00
SinclairTransportation	Refund	\$1,217.25
SJensen	Refund	\$13.13
Smarsh	Services	\$2,005.50
SNelson	Reimb	\$47.00
SNunn	Reimb	\$47.00
SourceGas	Services	\$43,728.79
StantecConsultingSvcsInc	Projects	\$19,482.05
StealthPartnerGroup	Services	\$63,544.60
SustainableTrafficSolutions	Services	\$3,100.00
SyscoFoodSvcs	Goods	\$17,502.35
TClough	Refund	\$127.96
TDenison	Refund	\$30.49
TESInc	Projects	\$13,851.25
ThePeak	Goods	\$1,448.00
TNaugle	Refund	\$37.19
TretoConstruction	Projects	\$15,237.00
VentureTech/ISC	Services	\$2,537.50
Verizon	Services	\$241.76

Visits	Services	\$170.60
WAMCAT	Services	\$195.00
WardwellWater&Sewer	Services	\$15.71
WBohman	Reimb	\$372.60
WERCSCommunications	Services	\$1,527.50
WilliamsPorterDay	Services	\$92.50
WorthingtonLenhart&Carpenter	Services	\$4,529.25
WyDeptEmployment	Services	\$5,660.37
WYDOT	Services	\$12.67
WYFoxTv	Services	\$1,038.70
WyLawEnforcementAcademy	Services	\$568.00
WyNotaryDivision	Goods	\$30.00
		\$1,069,664.20

Mayor Powell presented Cassia Smith, Budget Administrator of the Administrative Services Department, a certificate of recognition for her efforts in preparation of the City of Casper budget. The Government Finance Officers' Association has awarded the City of Casper its Distinguished Budget Presentation Award for its Fiscal Year 2015 budget.

Moved by Councilman Hedquist, seconded by Councilman Sandoval, to, by minute action: establish March 17, 2015, as the public hearing date for the consideration of:

- a. An Appeal of the Planning and Zoning Commission's decision to deny a conditional use permit for a manufactured mobile home, for security reasons, in an M-1 (limited industrial) zoning district, on lots 16-17, block 2, Burlington Addition, located at 440 North Washington Street.
- b. A new Restaurant Liquor License #24, from Rena's Lime Leaf Asian Bistro Inc., d.b.a. Rena's Lime Leaf Asian Bistro Inc., located at 845 East 2nd Street.

Motion passed.

Mayor Powell opened the public hearing for the Cambridge Addition.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to John Patterson, dated February 23, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 19, 2015. City Manager Patterson provided a brief report.

Speaking in favor to the Cambridge Addition was: Bill Feringer, 6080 Enterprise Dr., on behalf of the land owner, indicating the owner is aware of Zone III water needing to be added prior to sale of land.

There being no others to speak for or against the issue, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 2-15
AN ORDINANCE APPROVING THE PLAT CREATING
THE CAMBRIDGE ADDITION, THE
ACCOMPANYING PUD (PLANNED UNIT

DEVELOPMENT) SITE PLAN, AND THE
CAMBRIDGE ADDITION SUBDIVISION
AGREEMENT.

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

Mayor Powell opened the public hearing for the Amendment to Casper Municipal Code, section 17.12.240 E pertaining to voting by a majority of the Planning and Zoning Commission with regard to the approval of Conditional Use Permits.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to John Patterson, dated February 23, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 19, 2015. City Manager Patterson provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed.

Mayor Powell pointed out the historical issues which caused the confusion pertaining to the voting by a majority. City Attorney Bill Luben clarified the specific rules and procedures.

Following ordinance read:

ORDINANCE NO. 3-15
AN ORDINANCE AMENDING A CERTAIN SECTION
OF CHAPTER 17.20.240 OF THE CASPER MUNICIPAL
CODE PERTAINING TO CONDITIONAL USE
PERMITS, PETITION PROCEDURE AND HEARING
PROCEDURE.

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

Mayor Powell opened the public hearing for the use of Community Development Block Grant Funds.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to John Patterson, dated February 23, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated March 3, 2015. City Manager Patterson provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed.

Mayor Powell stated all comments received from the public comment period and this public hearing will be incorporated into the final report and the final report will be submitted to the U.S. Department of Housing and Urban Development after the conclusion of the public comment period which will end on April 1, 2015. At this time no further action is needed by Council.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-35

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER SPEEDWAY ASSOCIATION FOR THE LEASE AND MANAGEMENT OF THE CASPER SPEEDWAY.

RESOLUTION NO. 15-36

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HARRIS RESOURCE PLANNING. FOR PROVISION OF EQUIPMENT AND PROFESSIONAL SERVICES FOR THE CONFIGURATION OF A REPLACEMENT WINDOWS SERVER FOR THE GEMS APPLICATION.

RESOLUTION NO. 15-37

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE EAGLE DRIVE STORM SEWER REPAIR PROJECT NO. 14-44.

RESOLUTION NO. 15-38

A RESOLUTION AUTHORIZING CHANGE ORDER NO.1 WITH KNIFE RIVER, INC., FOR A PRICE INCREASE AS PART OF THE COUNTRY CLUB ROAD RECONSTRUCTION — WYOMING BOULEVARD TO ARDON LANE PROJECT

RESOLUTION NO. 15-39

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING POWER WASH, INC., FOR THE CITY HALL FOUNTAIN PAINTING PROJECT.

RESOLUTION NO. 15-40

A RESOLUTION APPROVING A PURCHASE AND LOAN AGREEMENT BETWEEN THE CITY OF CASPER, THE CASPER HOUSING AUTHORITY, AND WINDY CITY ENTERPRISES, INC.

RESOLUTION NO. 15-41

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CASPER ARTIST'S GUILD ON CITY PROPERTY LOCATED AT 321 WEST MIDWEST AVENUE.

RESOLUTION NO. 15-42
A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SOLID WASTE PROFESSIONALS OF WYOMING, LLC., FOR CONSTRUCTION OVERSIGHT AND PROJECT ADMINISTRATION, FOR CONSTRUCTION OF ADDITIONAL LINED LANDFILL CELLS 3 AND 4 AT THE CASPER REGIONAL LANDFILL.

RESOLUTION NO. 15-43
A RESOLUTION AUTHORIZING AN AGREEMENT WITH ECONOLITE CONTROL PRODUCTS, INC., FOR THE PURCHASE AND INSTALLATION OF CENTRACS TRAFFIC CONTROL SOFTWARE.

Councilman Sandoval presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Johnson. Motion passed.

Individuals addressing the Council were: Debra Cheatham, 120 East 15th Street, regarding agenda details, audio recordings to website, authorization details of pond dredging, and consideration of excess 1% funds to Waste Water Treatment Plant needs; Dennis Steensland, 533 South Washington Street, regarding audio difficulty in Council chambers; Ed Speers, 1640 South Kingsbury Street, regarding thank you to all involved in Windy City property projects; and Keith Goodenough, 120 East 15th Street, regarding kudos for working on audio records, lack of open government on website, and encourage all Councilmembers discuss proposed Casper Mountain land trade by the City.

Mayor Powell stated there will be upcoming public discussions for applicants of the 1%#15 funds and no formal decisions have been made at this time with regards to 1%#14 funds.

Mayor Powell noted the next meetings of the City Council will be work sessions to be held at 4:30 p.m., Tuesday, March 10, 2015, and at 4:30 p.m., Tuesday, March 24, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 17, 2015, in the Council Chambers.

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

The meeting was adjourned at 6:59 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

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

15-02-497 POSTAGE

\$18.61

\$18.61 Subtotal for Dept. City Attorney

15-02-499 POSTAGE

\$2.28

\$2.28 Subtotal for Dept. City Manager

15-02-507 POSTAGE

\$0.57

\$0.57 Subtotal for Dept. Council

15-02-500 POSTAGE

\$56.07

\$56.07 Subtotal for Dept. Engineering

15-02-502 POSTAGE

\$647.73

\$647.73 Subtotal for Dept. Finance

15-02-503 POSTAGE

\$38.07

\$38.07 Subtotal for Dept. Fire

15-02-511 POSTAGE

\$30.17

\$30.17 Subtotal for Dept. Health Insurance

15-02-506 POSTAGE

\$10.93

\$10.93 Subtotal for Dept. Metro Animal

15-02-510 POSTAGE

\$50.73

\$50.73 Subtotal for Dept. Water

\$855.16 Subtotal for Vendor

AARON LANTIS

RIN0025014 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Parks

\$75.00 Subtotal for Vendor

ADBAY.COM

6798 CASPER COMMUNITY BRANDING PROJ

\$5,282.31

\$5,282.31 Subtotal for Dept. Council

\$5,282.31 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9924643093 WELDING SUPPLIES

\$163.43

\$163.43 Subtotal for Dept. Balefill

9924643093 WELDING SUPPLIES

\$163.43

\$163.43 Subtotal for Dept. Refuse Collection

\$326.86 Subtotal for Vendor

ALLRED, COURTNEY/HYLUN

0023839624 REFUND

\$44.53

\$44.53 Subtotal for Dept. Water

\$44.53 Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

RIN0025057 REAL ESTATE PURCHASE

\$360,939.45

\$360,939.45 Subtotal for Dept. Redevelopment Loan Fund

\$360,939.45 Subtotal for Vendor

AMERIGAS - CASPER

3037864110 EQUIPMENT BLDG. HEAT

\$714.49

401901649 CREDIT MEMO

(\$190.03)

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

66142208 PROPANE

\$524.46 Subtotal for Dept. Balefill
\$17.38
\$17.38 Subtotal for Dept. Casper Events Center
\$541.84 Subtotal for Vendor

ANTHONY STEDILIE

078816 CLOTHING REIMBURSEMENT

\$357.81
\$357.81 Subtotal for Dept. Police
\$357.81 Subtotal for Vendor

ARCADIS U.S., INC.

0701342 ENGINEERING SERVICES FOR WWTP

\$657.50
\$657.50 Subtotal for Dept. Waste Water
\$657.50 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

5649 CROSSROADS PAVILLION POWER

\$1,660.00
\$1,660.00 Subtotal for Dept. Parks
\$1,660.00 Subtotal for Vendor

BENTZ'S TOWN PUMP

RIN0025066 FEB FUEL

\$46.40
\$46.40 Subtotal for Dept. Garage
\$46.40 Subtotal for Vendor

CASEY LONG

RIN0025087 REFUND

\$49.39
\$49.39 Subtotal for Dept. Water
\$49.39 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

19371 MARCH/APRIL 2015 CASPER CASH

\$783.00
\$783.00 Subtotal for Dept. Human Resources
\$783.00 Subtotal for Vendor

CASPER LITIGATION SUPPORT CENTER

3886 OFFICE SUPPLIES

\$15.70
\$15.70 Subtotal for Dept. City Attorney
\$15.70 Subtotal for Vendor

CATHCART, KENDRA/MILLER TJ

0023839618 REFUND

\$16.98
\$16.98 Subtotal for Dept. Water
\$16.98 Subtotal for Vendor

CENTRAL PAINT & BODY

30481 REPAIRS

\$663.20
\$663.20 Subtotal for Dept. Garage
\$663.20 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

124529 FEB15 SYSTEM INVESTMENT FEES

124591 FEB15 WHOLESALE WATER

\$9,600.00
\$218,698.57

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

\$228,298.57 Subtotal for Dept. Water

\$228,298.57 Subtotal for Vendor

CENTURYLINK

RIN0025047	PHONE USE	\$111.93	
RIN0025049	PHONE USE	\$74.62	
RIN0025048	PHONE USE	\$74.94	
RIN0025050	PHONE USE	\$37.55	
		\$299.04	Subtotal for Dept. Balefill
RIN0025070	PHONE USE	\$37.55	
RIN0025071	PHONE USE	\$126.50	
RIN0025070	PHONE USE	\$337.95	
		\$502.00	Subtotal for Dept. Casper Events Center
RIN0025071	PHONE USE	\$24.01	
		\$24.01	Subtotal for Dept. City Hall
RIN0025071	PHONE USE	\$65.28	
		\$65.28	Subtotal for Dept. Code Enforcement
RIN0025071	PHONE USE	\$64.96	
RIN0025070	PHONE USE	\$37.55	
RIN0025070	PHONE USE	\$174.29	
RIN0025071	PHONE USE	\$306.76	
RIN0025044	PHONE USE	\$23.06	
RIN0025071	PHONE USE	\$61.20	
RIN0025071	PHONE USE	\$61.20	
RIN0025044	PHONE USE	\$498.09	
RIN0025071	PHONE USE	\$83.64	
RIN0025071	PHONE USE	\$37.55	
RIN0025044	PHONE USE	\$10,332.18	
RIN0025071	PHONE USE	\$23.30	
RIN0025070	PHONE USE	\$83.64	
RIN0025071	PHONE USE	\$301.63	
RIN0025070	PHONE USE	\$65.28	
RIN0025070	PHONE USE	\$61.20	
RIN0025070	PHONE USE	\$19.52	
RIN0025070	PHONE USE	\$207.74	
		\$12,442.79	Subtotal for Dept. Communications Center
AP00013203061515	PHONE USE	\$1,662.66	
AP00014303061515	PHONE USE	\$763.98	
AP00005703061515	PHONE USE	\$3,097.97	
		\$5,524.61	Subtotal for Dept. Finance
RIN0025070	PHONE USE	\$37.55	
RIN0025070	PHONE USE	\$37.55	
RIN0025071	PHONE USE	\$65.28	
RIN0025070	PHONE USE	\$75.10	
RIN0025071	PHONE USE	\$74.46	
RIN0025070	PHONE USE	\$37.55	
RIN0025070	PHONE USE	\$65.28	
RIN0025070	PHONE USE	\$37.55	
RIN0025071	PHONE USE	\$65.28	
RIN0025009	PHONE USE	\$136.66	

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

RIN0025070 PHONE USE	\$65.28		
	\$697.54	Subtotal for Dept.	Fire
RIN0025070 PHONE USE	\$37.55		
RIN0025070 PHONE USE	\$63.24		
	\$100.79	Subtotal for Dept.	Garage
RIN0025071 PHONE USE	\$43.37		
	\$43.37	Subtotal for Dept.	Golf Course
RIN0025070 PHONE USE	\$37.55		
	\$37.55	Subtotal for Dept.	Human Resources
RIN0025070 PHONE USE	\$80.20		
	\$80.20	Subtotal for Dept.	Parking
RIN0025071 PHONE USE	\$122.40		
RIN0025071 PHONE USE	\$42.36		
	\$164.76	Subtotal for Dept.	Parks
RIN0025071 PHONE USE	\$23.10		
RIN0025071 PHONE USE	\$65.28		
RIN0025070 PHONE USE	\$63.24		
RIN0025009 PHONE USE	\$28.56		
RIN0025070 PHONE USE	\$104.88		
RIN0025071 PHONE USE	\$38.30		
	\$323.36	Subtotal for Dept.	Police
RIN0025070 PHONE USE	\$37.55		
	\$37.55	Subtotal for Dept.	Recreation
RIN0025070 PHONE USE	\$65.28		
RIN0025070 PHONE USE	\$38.30		
RIN0025044 PHONE USE	\$37.31		
RIN0025070 PHONE USE	\$43.40		
RIN0025071 PHONE USE	\$43.40		
RIN0025070 PHONE USE	\$43.40		
RIN0025071 PHONE USE	\$50.40		
RIN0025071 PHONE USE	\$43.40		
RIN0025071 PHONE USE	\$43.40		
RIN0025071 PHONE USE	\$33.83		
RIN0025070 PHONE USE	\$39.42		
RIN0025071 PHONE USE	\$43.40		
	\$524.94	Subtotal for Dept.	Traffic
RIN0025070 PHONE USE	\$37.31		
RIN0025071 PHONE USE	\$1,641.82		
	\$1,679.13	Subtotal for Dept.	Waste Water
RIN0025070 PHONE USE	\$89.65		
RIN0025071 PHONE USE	\$195.53		
RIN0025070 PHONE USE	\$37.55		
	\$322.73	Subtotal for Dept.	Water
	\$22,869.65	Subtotal for Vendor	

CHARPING, ROY

0023839620 REFUND	\$22.29		
0023839620 REFUND	\$120.00		
	\$142.29	Subtotal for Dept.	Water

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

\$142.29 Subtotal for Vendor

CIGNA HEALTH & LIFE INSURANCE COMPANY

1794153 ADMIN FEES MARCH 2015

\$11,916.36

\$11,916.36 Subtotal for Dept. Health Insurance

\$11,916.36 Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

14-246-02 BEGONIA PARK SURVEY

\$1,071.25

\$1,071.25 Subtotal for Dept. Planning

\$1,071.25 Subtotal for Vendor

CLEMENT ROOT JR.

0380227 TOOL REIMBURSEMENT

\$61.93

\$61.93 Subtotal for Dept. Garage

\$61.93 Subtotal for Vendor

CLERK OF CIRCUIT COURT

RIN0025064 GARNISHMENT

\$516.99

\$516.99 Subtotal for Dept. Casper Events Center

RIN0025064 GARNISHMENT

\$187.97

\$187.97 Subtotal for Dept. Garage

RIN0025064 GARNISHMENT

\$301.87

\$301.87 Subtotal for Dept. General Fund

\$1,006.83 Subtotal for Vendor

CNIC HEALTH SOLUTIONS, INC.

RIN0025039 HEALTHY DIRECTIONS JAN. 2015

\$301.84

\$301.84 Subtotal for Dept. Health Insurance

\$301.84 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

72819 REPAIRS

\$49.00

\$49.00 Subtotal for Dept. Police

72255 INSTALLS ON FUSION

\$2,155.76

\$2,155.76 Subtotal for Dept. Police Dept

\$2,204.76 Subtotal for Vendor

COMMUNITY RECREATION FOUNDATION

RIN0025040 COMMUNITY PROMOTIONS CASH FUND

\$1,522.90

\$1,522.90 Subtotal for Dept. Council

\$1,522.90 Subtotal for Vendor

COMTRONIX, INC.

43608 SWDF DOORBELL PLACEMENT

\$159.00

20045436 QUARTERLY ALARM MONITORING SVC

\$356.85

\$515.85 Subtotal for Dept. Balefill

20045439 ALARM MNTRING-4/1-6/30/15

\$78.00

\$78.00 Subtotal for Dept. City Hall

20045439 STN #2&3 ALARM-4/1-6/30/15

\$156.00

\$156.00 Subtotal for Dept. Fire

\$749.85 Subtotal for Vendor

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

CYLDE HANAMAIKAI

01141513851 TOOL ALLOTMENT-REIMBURSEMENT

\$279.50

\$279.50 Subtotal for Dept. Garage

\$279.50 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0025065 FEBRUARY 2015 EMPLOYEE CLAIMS

\$30,587.65

RIN0025043 MARCH 2015 ADMIN. FEES

\$1,501.50

\$32,089.15 Subtotal for Dept. Health Insurance

\$32,089.15 Subtotal for Vendor

DIEBOLD INC.

83977913 MAINT. AGREEMENT/WINDOW DRAWER

\$539.00

\$539.00 Subtotal for Dept. Balefill

\$539.00 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3078 NORTH BALER BAFFLE PLATES

\$180.00

\$180.00 Subtotal for Dept. Balefill

\$180.00 Subtotal for Vendor

DOWNEY DRILLING INC

RIN0025038 RAW WATER IRRIG ALLUVIAL WELL

\$48,025.36

RIN0025038 RAW WATER IRRIG ALLUVIAL WELL

\$97,506.04

\$145,531.40 Subtotal for Dept. Parks

\$145,531.40 Subtotal for Vendor

EATON, GRETCHEN

0023839617 REFUND

\$11.65

\$11.65 Subtotal for Dept. Water

\$11.65 Subtotal for Vendor

ELI, SHANNON

0023884752 REFUND

\$15.76

\$15.76 Subtotal for Dept. Water

\$15.76 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1040719 MERCHANT SERVICES

\$3,000.70

\$3,000.70 Subtotal for Dept. Balefill

REMI1040715 JAN 2015 CREDIT CARD FEES

\$10.37

\$10.37 Subtotal for Dept. Fort Caspar

REMI1040717 CREDIT CARD SERVICE

\$34.59

\$34.59 Subtotal for Dept. Metro Animal

\$3,045.66 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0025073 FEB MONTHLY LOAN SVC FEE

\$25.00

\$25.00 Subtotal for Dept. CDBG

\$25.00 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0025062 PETTY CASH

\$10.00

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$10.00	
		\$100.00	Subtotal for Dept. Engineering
RIN0025062	PETTY CASH	\$13.64	
		\$13.64	Subtotal for Dept. Finance
RIN0025062	PETTY CASH	\$30.00	
		\$30.00	Subtotal for Dept. General Fund Revenue
RIN0025062	PETTY CASH	\$10.99	
		\$10.99	Subtotal for Dept. Information Services
RIN0025062	PETTY CASH	\$10.00	
RIN0025062	PETTY CASH	\$6.05	
		\$16.05	Subtotal for Dept. Parks
RIN0025062	PETTY CASH	\$15.11	
		\$15.11	Subtotal for Dept. Sewer
RIN0025062	PETTY CASH	\$9.66	
		\$9.66	Subtotal for Dept. Water
RIN0025062	PETTY CASH	\$4.95	
RIN0025062	PETTY CASH	\$10.75	
RIN0025062	PETTY CASH	\$3.79	
RIN0025062	PETTY CASH	\$8.39	
RIN0025062	PETTY CASH	\$1.67	
RIN0025062	PETTY CASH	\$8.39	
RIN0025062	PETTY CASH	\$1.49	
RIN0025062	PETTY CASH	\$2.00	
RIN0025062	PETTY CASH	\$11.33	
RIN0025062	PETTY CASH	\$2.79	
RIN0025062	PETTY CASH	\$5.00	
RIN0025062	PETTY CASH	\$14.67	
RIN0025062	PETTY CASH	\$10.08	
RIN0025062	PETTY CASH	\$7.75	
RIN0025062	PETTY CASH	\$13.63	
		\$106.68	Subtotal for Dept. Water Treatment Plant
RIN0025056	PETTY CASH	\$334.40	
		\$334.40	Subtotal for Dept. Metro Animal
RIN0025072	PETTY CASH	\$4.99	
RIN0025072	PETTY CASH	\$11.06	
RIN0025072	PETTY CASH	\$1.27	
RIN0025072	PETTY CASH	\$17.88	
RIN0025072	PETTY CASH	\$6.98	
RIN0025072	PETTY CASH	\$14.75	
RIN0025072	PETTY CASH	\$30.00	
RIN0025072	PETTY CASH	\$7.34	

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

RIN0025072 PETTY CASH

\$12.59

\$106.86 Subtotal for Dept. Fort Caspar

\$743.39 Subtotal for Vendor

FRANK MOORE

RIN0025015 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Streets

\$75.00 Subtotal for Vendor

GAIL FERGUSON

RIN0025053 REFUND

\$113.68

\$113.68 Subtotal for Dept. Aquatics

RIN0025053 REFUND

\$46.32

\$46.32 Subtotal for Dept. Recreation

\$160.00 Subtotal for Vendor

GARAGE DOOR DUDES

476019 REPAIRS

\$12,000.00

\$12,000.00 Subtotal for Dept. Garage

\$12,000.00 Subtotal for Vendor

GARY L. KASSAY

RIN0025085 TRAVEL REIMBURSEMENT

\$24.00

\$24.00 Subtotal for Dept. Police

\$24.00 Subtotal for Vendor

GOLDER ASSOCIATES

407356 LANDFILL GAS COLLECTION & CONT

\$12,497.31

\$12,497.31 Subtotal for Dept. Balefill

\$12,497.31 Subtotal for Vendor

GONZALES, MARIA

0023839623 REFUND

\$56.91

\$56.91 Subtotal for Dept. Water

\$56.91 Subtotal for Vendor

GOOD 2 GO STORES

NP43686141 FUEL-2/1-2/28/15 FIRE DEPT

\$255.96

\$255.96 Subtotal for Dept. Fire

\$255.96 Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0024994 FIRST STREET IMPROVEMENTS PROJ

\$62,506.25

\$62,506.25 Subtotal for Dept. Streets

RIN0024994 RETAINAGE 14-06

(\$6,250.62)

(\$6,250.62) Subtotal for Dept. Water

\$56,255.63 Subtotal for Vendor

GSG ARCHITECTURE

17797 TRUCK BARN EXPANSION

\$3,670.38

\$3,670.38 Subtotal for Dept. Refuse Collection

\$3,670.38 Subtotal for Vendor

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

HARRIS COMPUTER SYSTEMS INC.

CT021219 HARRIS FIX ASSET PATCH

\$875.00

\$875.00 Subtotal for Dept. Finance

\$875.00 Subtotal for Vendor

HEWLETT PACKARD COMPANY

55538370 COMPUTERS

\$2,731.62

\$2,731.62 Subtotal for Dept. Aquatics

55439206 STACKER

\$1,100.93

\$1,100.93 Subtotal for Dept. Capital Projects

55538370 COMPUTERS

\$3,642.16

\$3,642.16 Subtotal for Dept. Ice Arena

55498242 HP PRODISPLAY LED MONITOR

\$125.00

55509627 HP DOCKING STATION

\$149.00

55439587 HP LASERJET

\$2,200.00

55439587 HP LASERJET

\$151.45

\$2,625.45 Subtotal for Dept. Metro Animal

55538370 COMPUTERS

\$4,552.70

55439206 STACKER

\$1,215.85

55538370 COMPUTER

\$910.54

55439586 MAINTENANCE AGREEMENT

\$2,079.20

55439586 INSTALLATION

\$215.20

55439586 COPIER

\$7,489.75

\$16,463.24 Subtotal for Dept. Recreation

\$26,563.40 Subtotal for Vendor

HEWLETT-PACKARD CO.

55505920 TC -UNINTERRUPTABLE POWER SRCE

\$92.00

\$92.00 Subtotal for Dept. Engineering

\$92.00 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

BN50-PA#3 RETAINAGE 12-29A

(\$2,675.45)

(\$2,675.45) Subtotal for Dept. Capital Projects

BN50-PA#3 RAW WATER IRRIGATION - 12-29A

\$73,082.89

BN50-PA#3 RAW WATER IRRIGATION - 12-29A

\$45,749.56

\$118,832.45 Subtotal for Dept. Parks

\$116,157.00 Subtotal for Vendor

HILSTON APPRAISALS

D2015-62 VACANT LAND IN OYD APPRAISAL

\$1,500.00

\$1,500.00 Subtotal for Dept. Special Revenue

\$1,500.00 Subtotal for Vendor

HOMAX OIL SALES, INC.

279856B-IN OIL,5W20 BULK

\$894.30

279856B-IN MOTOR OIL, EMISSIONS COMPATIBL

\$3,092.00

0280579-IN TRANSYND OIL

\$2,665.30

0280579-IN GREASE, EP2

\$70.70

\$6,722.30 Subtotal for Dept. Garage

CL62071 FUEL

\$6,016.80

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

\$6,016.80 Subtotal for Dept. Water
\$12,739.10 Subtotal for Vendor

HUSSEY SEATING CO.

RIN0024958 RETAINAGE 12-63

\$5,000.00
\$5,000.00 Subtotal for Dept. Capital Projects
\$5,000.00 Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM05.3 TSTNG GOLF MAINT FACILITY

\$1,758.00
\$1,758.00 Subtotal for Dept. Golf Course

17163CS01.2 321 W MIDWEST/RMP EASEMENT

\$1,695.87
\$1,695.87 Subtotal for Dept. Special Revenue
\$3,453.87 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

14076 PIPE CASING FOR MORAD 8

\$141.75
\$141.75 Subtotal for Dept. Water Treatment Plant
\$141.75 Subtotal for Vendor

JOE FERNAU

RIN0025060 TRAVEL REIMBURSEMENT

\$174.66
\$174.66 Subtotal for Dept. Golf Course
\$174.66 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

111758 CRUSHED ROCK

\$28.40

112028 CRUSHED ROCK

\$97.63

111872 CRUSHED ROCK

\$57.51

\$183.54 Subtotal for Dept. Parks

111757 W Base

\$162.03
\$162.03 Subtotal for Dept. Streets
\$345.57 Subtotal for Vendor

KEEP AMERICA BEAUTIFUL, INC.

NSF15-0258-IN1 ANNUAL AFFILIATE FEES

\$200.00
\$200.00 Subtotal for Dept. Refuse Collection
\$200.00 Subtotal for Vendor

KENNETH ROLLISON

H70793/24 CLOTHING REIMBURSEMENT

\$95.96
\$95.96 Subtotal for Dept. Buildings And Grounds
\$95.96 Subtotal for Vendor

KRIS KOFAKIS

064852 BOOT REIMBURSEMENT

\$52.49
\$52.49 Subtotal for Dept. Water
\$52.49 Subtotal for Vendor

KUBWATER RESOURCES, INC

04658 ZETAG 7593 DRY POLYMER

\$9,678.03
\$9,678.03 Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

LABOR READY CENTRAL, INC.
19361445 MAINTENANCE PERSONNEL

\$9,678.03 Subtotal for Vendor

\$5,477.34

\$5,477.34 Subtotal for Dept. Casper Events Center

\$5,477.34 Subtotal for Vendor

LINA
RIN0025067 RETIREES/MARCH 2015 PREMIUMS

\$301.48

\$301.48 Subtotal for Dept. Health Insurance

\$301.48 Subtotal for Vendor

LORI MANESS
RIN0024832 REFUND

\$23.17

\$23.17 Subtotal for Dept. Water

\$23.17 Subtotal for Vendor

MARK MORA
RIN0025063 REFUND

\$323.04

\$323.04 Subtotal for Dept. Refuse Collection

\$323.04 Subtotal for Vendor

MCCARTHY, KATHLEEN
0023839622 REFUND

\$55.16

\$55.16 Subtotal for Dept. Water

\$55.16 Subtotal for Vendor

MCMURRY READY MIX CO.
219448 CONCRETE
219449 CONCRETE

\$635.00

\$127.00

\$762.00 Subtotal for Dept. Streets

\$107.00

\$107.00 Subtotal for Dept. Water

\$869.00 Subtotal for Vendor

MIKE DEAN
RC00001000215725 BOOT REIMBURSEMENT

\$69.75

\$69.75 Subtotal for Dept. Water

\$69.75 Subtotal for Vendor

MIKE OGDEN
878133 CLOTHING REIMBURSEMENT

\$354.45

\$354.45 Subtotal for Dept. Police

\$354.45 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE
1243 ADULT PRISONER NOVEMBER 2014
1242 ADULT PRISONER DECEMBER 2014
1244 ADULT PRISONER OCTOBER 2014

\$100,899.16

\$107,333.64

\$132,053.12

\$340,285.92 Subtotal for Dept. Police

\$340,285.92 Subtotal for Vendor

NATRONA COUNTY CLERK
RIN0025058 RECORDING

\$48.00

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

\$48.00 Subtotal for Dept. Planning
\$48.00 Subtotal for Vendor

NATRONA COUNTY SCHOOL DISTRICT

74 SUPPLIES

\$344.17

\$344.17 Subtotal for Dept. Garage

74 SUPPLIES

\$344.16

\$344.16 Subtotal for Dept. Parks

74 SUPPLIES

\$344.16

\$344.16 Subtotal for Dept. Streets

\$1,032.49 Subtotal for Vendor

NATRONA COUNTY WEED & PEST CONTROL DISTRICT

2885VV SERVICES

\$65,000.00

\$65,000.00 Subtotal for Dept. Weed And Pest

\$65,000.00 Subtotal for Vendor

NELSON ENGINEERING

41413 AMENDMENT #1 - FT CASPAR UNDER

\$1,988.05

\$1,988.05 Subtotal for Dept. Fort Caspar

\$1,988.05 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE36303 UNIFORMS

\$54.95

LN-309438 UNIFORMS

\$799.00

NE36282 UNIFORMS

\$135.80

NE36313 UNIFORMS

\$54.95

NE36283 UNIFORMS

\$275.55

\$1,320.25 Subtotal for Dept. Police

\$1,320.25 Subtotal for Vendor

NORCO, INC.

15437381 CALIBRATION/METHANE MONITORS

\$935.00

\$935.00 Subtotal for Dept. Balefill

\$935.00 Subtotal for Vendor

NORTH PARK TRANSPORATION

08732771 FREIGHT/ ZAMBONI BLADES

\$114.87

\$114.87 Subtotal for Dept. Garage

08731947 FREIGHT ON PUMP

\$133.98

\$133.98 Subtotal for Dept. Waste Water

\$248.85 Subtotal for Vendor

OIL CITY PRINTERS

15-02-272 CRR DEPT BUSINESS CARD-FIRE

\$20.00

\$20.00 Subtotal for Dept. Fire

\$20.00 Subtotal for Vendor

OLSON AUTOBODY & COLLISION CENTER

4134 REPAIRS

\$3,820.04

\$3,820.04 Subtotal for Dept. Garage

\$3,820.04 Subtotal for Vendor

Bills and Claims

City of Casper

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P-CARD VENDORS

00025064	RUSSELL INDUSTRIES INC - Purch	\$846.45	
00025097	FEDEXOFFICE 00009423 - Purch	\$247.50	
00024690	BAILEYS ACE HARDWARE - Purchas	\$20.96	
00024787	NORCO INC - Purchase	\$27.33	
00024688	CASPER WINNELSON CO - Purchase	\$31.74	
00025154	ACT ACTIVE NETWORK INV - Purch	\$291.50	
00024961	HAWKINS INC - Purchase	\$1,092.00	
	\$2,557.48		Subtotal for Dept. Aquatics
00023917	AMERICAN PUBLIC WORKS - Purcha	\$189.00	
00024987	IN GREAT PLAINS CLEAN - Purch	\$184.80	
00025149	WYOMING MACHINERY CO - Purchas	\$266.26	
00025149	WYOMING MACHINERY CO - Purchas	\$116.19	
00024372	CASPER STAR TRIBUNE - Purchase	\$421.48	
00024948	CASPER FIRE EXTINGUISH - Purch	\$246.75	
00024795	SAFETY KLEEN SYSTEMS B - Purch	\$6,253.70	
00025219	B & B RUBBER STAMP SHO - Purch	\$67.50	
00024835	QUALITY OFFICE SOLUTIO - Purch	\$375.98	
00025234	QUALITY OFFICE SOLUTIO - Purch	\$42.55	
00025237	SUTHERLANDS 2219 - Purchase	\$57.99	
00025016	SHERWIN WILLIAMS #3439 - Purch	\$219.30	
00024091	IN CASPER SAFETY LLC - Purcha	\$550.00	
00023395	WYOMING MACHINERY CO - Purchas	\$20.50	
00024841	IN GREAT PLAINS CLEAN - Purch	\$258.01	
00023395	WYOMING MACHINERY CO - Purchas	\$170.50	
00024987	IN GREAT PLAINS CLEAN - Purch	\$197.91	
00024779	ADVANCED HYDRAULIC AND - Purch	\$275.98	
00025260	AMERI-TECH EQUIPMENT C - Purch	\$85.38	
00023395	WYOMING MACHINERY CO - Purchas	\$586.66	
00024872	WYOMING MACHINERY CO - Purchas	\$1,232.12	
00024425	OREILLY AUTO 00027466 - Purch	\$32.98	
00024841	IN GREAT PLAINS CLEAN - Purch	\$101.98	
00025238	ALSCO SLCAS - Purchase	\$229.32	
00024582	NORCO INC - Purchase	\$9.26	
00024712	HAJOCA KEENAN SUPP 25 - Purcha	\$17.50	
00024987	IN GREAT PLAINS CLEAN - Purch	\$154.41	
00024691	WYOMING MACHINERY CO - Purchas	\$16.34	
00024987	IN GREAT PLAINS CLEAN - Purch	\$142.35	
00023395	WYOMING MACHINERY CO - Purchas	\$229.48	
00025045	HILLCREST SPRING WATER - Purch	\$30.45	
00025300	WEAR PARTS INC - Purchase	\$287.12	
00024906	AIRGAS CENTRAL - Purchase	\$352.80	
	\$13,422.55		Subtotal for Dept. Balefill
00024725	SAMSClub #6425 - Purchase	\$49.24	
00025005	SAMS CLUB #6425 - Purchase	\$143.06	
00025044	HOSE & RUBBER SUPPLY - Purchas	\$13.19	
00025046	BLOEDORN LUMBER CASPER - Purch	\$17.98	
00024724	NORCO INC - Purchase	\$41.15	
00025023	GEORGE T SANDERS 20 - Purchase	\$77.72	
00025301	WW GRAINGER - Purchase	\$59.48	

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00025204 CASPER WINNELSON CO - Purchase	\$137.43	
00024930 MENARDS CASPER - Purchase	\$59.98	
00025084 RMI WYOMING INC - Purchase	\$138.00	
00024994 MENARDS CASPER - Purchase	\$139.94	
00024985 CASPER WINNELSON CO - Purchase	\$134.00	
00025190 CRUM ELECTRIC SUPPLY C - Purch	\$11.76	
00024721 SHERWIN WILLIAMS #3439 - Purch	\$84.80	
00025238 ALSCO SLCAS - Purchase	\$179.84	
00025240 BAILEYS ACE HARDWARE - Purchas	\$6.01	
00025317 CASPER WINNELSON CO - Purchase	\$30.43	
00025098 SUPERIOR SIGNS & SUPPL - Purch	\$198.13	
00024700 NORCO INC - Purchase	\$31.48	
00024689 PEDENS INC. - Purchase	\$12.00	
	\$1,565.62	Subtotal for Dept. Buildings And Grounds
00024701 OMNI AIP OCEANSIDE - Federal P	\$9.24	
00024766 Local Match	\$8.17	
00024804 Local Match	\$5.95	
00024766 OMNI AIP RESORT - Federal Port	\$8.17	
00024650 Local Match	\$13.00	
00024650 AVIATOR'S BBQ - Federal Portio	\$13.00	
00024804 T1 TAPENADA OR20250122 - Feder	\$5.97	
00024701 Local Match	\$9.24	
	\$72.74	Subtotal for Dept. C.A.T.C.
00025134 BRUCO - Purchase	\$124.35	
00024956 MOUNTAIN STATES LITHOG - Purch	\$86.80	
00025022 B & B RUBBER STAMP SHO - Purch	\$32.50	
00025000 ATLAS OFFICE PRODUCTS	\$11.82	
00025116 SQ SERVICES BYRON'S O - Purch	\$484.45	
00025025 GEORGE T SANDERS 20 - Purchase	\$41.52	
00024889 BLOEDORN LUMBER CASPER - Purch	\$79.43	
00024969 NORCO INC - Purchase	\$142.90	
00025000 ATLAS OFFICE PRODUCTS	\$19.66	
00024875 NORCO INC - Purchase	\$40.33	
00025003 WW GRAINGER - Purchase	\$27.50	
00024733 ACT PACnet Conf. - Credit	(\$599.00)	
00025042 TICKET ENVELOPE COMPAN - Purch	\$926.30	
00025010 WW GRAINGER - Purchase	\$98.46	
00024844 SAMS CLUB #6425 - Purchase	\$213.58	
00024997 Amazon.com - Purchase	\$12.52	
00025216 ATLAS OFFICE PRODUCTS - Purcha	\$23.62	
00024696 SESAC INC - Purchase	\$719.00	
00024990 NORCO INC - Purchase	\$147.60	
00024902 PEDENS INC. - Purchase	\$120.00	
00025078 WAL-MART #1617 - Purchase	\$3.88	
00024921 IN WYOMING LOCK AND S - Purch	\$75.00	
00023690 BURBACK'S REFRIGERATIO - Purch	\$941.50	
00024038 SAMS CLUB #6425 - Purchase	\$29.96	
00025220 WW GRAINGER - Purchase	\$293.09	
00025230 KISTLER TENT AWNING - Purchas	\$720.00	
00024825 DENNIS SUPPLY COMPANY - Purcha	\$29.69	

Bills and Claims

City of Casper

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00024758	CHARTER COMM - Purchase	\$140.20	
00024829	WM SUPERCENTER #1617 - Purchas	\$116.22	
00024777	FRANK J. ZAMBONI & CO. - Purch	\$63.67	
00024844	SAMS CLUB #6452 - PURCHASE	\$34.22	
00025249	NORCO INC - Purchase	\$865.00	
00024829	WM SUPERCENTER #1617 - Purchas	\$8.32	
00025047	MOUNTAIN STATES LITHOG - Purch	\$472.05	
00025178	Facebook	\$220.00	
00024971	PROCORP IMAGES, INC. - Purchas	\$1,289.00	
00025178	Facebook	\$199.53	
00025215	PROCORP IMAGES, INC. - Purchas	\$710.00	
		\$8,964.67	Subtotal for Dept. Casper Events Center
00024660	RESERVOIRS ENVIRONMENT - Purch	\$16.00	
		\$16.00	Subtotal for Dept. CDBG
00025299	TOP OFFICE PRODUCTS - Purchase	\$246.03	
00024995	ATLAS OFFICE PRODUCTS - Purcha	\$110.86	
00024997	Amazon.com - Purchase	\$12.52	
00025202	THE HON CO. CUST. SERV - Purch	\$35.44	
		\$404.85	Subtotal for Dept. City Attorney
00024951	CASPER STAR TRIBUNE - Purchase	\$625.72	
		\$625.72	Subtotal for Dept. City Hall
00024651	LOAF N JUG #0159 Q81 - Purch	\$28.22	
00024754	WYOMING BUILDING SUPPL - Purch	\$999.52	
00024840	CRESCENT ELECTRIC 103 - Purcha	\$112.32	
00024997	Amazon.com - Purchase	\$37.56	
00025310	FAMOUS DAVE'S BAR-B-QU - Purch	\$120.92	
00024890	CRESCENT ELECTRIC 103 - Purcha	\$163.08	
00024901	MAVERIK CNTRY STR #2 - Purchas	\$34.05	
00024863	CRESCENT ELECTRIC 103 - Purcha	\$48.10	
00024839	MAVERIK CNTRY STR #2 - Purchas	\$37.33	
00025174	PIZZA RANCH CASPER - Purchase	\$104.40	
00024644	EGGINGTONS - Purchase	\$94.81	
00025032	ALBERTSONS #2060 - Purchase	\$26.36	
00024325	KUM & GO #973 - Purchase	\$15.64	
00024831	AMAZON MKTPLACE PMTS - Purchas	\$33.99	
		\$1,856.30	Subtotal for Dept. City Manager
00025096	INT'L CODE COUNCIL INC - Purch	\$74.95	
		\$74.95	Subtotal for Dept. Code Enforcement
00024706	AT&T 0512212799001 - Purcha	\$11.51	
		\$11.51	Subtotal for Dept. Communications Center
00024925	ATLAS OFFICE PRODUCTS - Purcha	\$65.71	
00024955	CASPER STAR TRIBUNE - Purchase	\$560.00	
00024472	IN AUDIE JEANS PHOTOG - Purch	\$50.00	
00025142	MOUNTAIN STATES LITHOG - Purch	\$107.20	
00024581	BOTTICELLI RISTORANTE - Purcha	\$81.78	
00024959	MERBACK AWARD COMPANY - Purcha	\$99.55	
00025114	DAYLIGHT DONUTS - Purchase	\$14.07	
		\$978.31	Subtotal for Dept. Council
00025088	ATLAS OFFICE PRODUCTS - Purcha	\$4.64	

Bills and Claims

City of Casper

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00024997 Amazon.com - Purchase	\$12.52	
00024659 ATLAS OFFICE PRODUCTS - Purcha	\$111.32	
00024012 ATLAS OFFICE PRODUCTS - Purcha	\$6.65	
00025159 CASPER CONTRACTORS SUP - Purch	\$12.69	
	\$147.82	Subtotal for Dept. Engineering
00025236 USPS 57155809430310940 - Purch	\$1,218.00	
00024801 UNITED 01624392522631 - Pur	\$343.20	
00024818 SUTHERLANDS 2219 - Purchase	\$70.77	
00024954 CASPER STAR TRIBUNE - Purchase	\$114.60	
00024907 MOUNTAIN STATES LITHOG - Purch	\$178.20	
00025276 NORCO INC - Purchase	\$37.19	
00024978 CASPER STAR TRIBUNE - Purchase	\$120.00	
00024824 HARBOR FREIGHT TOOLS 3 - Purch	\$20.97	
00024944 CASPER STAR TRIBUNE - Purchase	\$109.20	
00025205 MOUNTAIN STATES LITHOG - Purch	\$77.35	
00025264 GEORGE T SANDERS 20 - Purchase	\$152.77	
00022464 NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00025071 CASPER STAR TRIBUNE - Purchase	\$1,218.80	
00025094 LEE NEWSPAPER ADVERTIS - Purch	\$60.60	
00024904 BEST BUY 00015271 - Purch	\$398.96	
00024997 Amazon.com - Purchase	\$12.52	
00024912 BEST BUY 00015271 - Purch	\$379.96	
00025253 VZWRLLSS BILL PAY VB - Purchas	\$280.07	
00025290 BEST BUY 00015271 - Purch	\$19.99	
00025312 HOBBY-LOBBY #0233 - Purchase	\$5.99	
00024883 HOBBY-LOBBY #0233 - Purchase	\$7.54	
	\$4,876.68	Subtotal for Dept. Finance
00025127 ROKFORM LLC - Purchase	\$71.98	
00024882 SUTHERLANDS 2219 - Purchase	\$8.70	
00024778 ALBERTSONS - Purchase	\$20.96	
00025027 LOAF N JUG #0119 Q81 - Purch	\$7.36	
00025069 ATLAS OFFICE PRODUCTS - Purcha	\$154.54	
00024699 ENTENMANN-ROVIN COMPAN - Purch	\$104.00	
00024345 <u>WWW.NEWEGGBUSINESS.COM</u> - Purch	\$119.99	
00024970 OVERHEAD DOOR COMPANY - Purcha	\$129.00	
00024141 WAL-MART #1617 - Purchase	\$27.94	
00024281 KISTLER TENT AWNING - Purchas	\$25.00	
00024570 N.A.F.I. - Purchase	\$80.00	
00025165 GUS GLOBALSTAR USA - Purchase	\$573.72	
00024768 ECMS - Purchase	\$1,270.44	
00024398 BEARING BELTCHAIN00244 - Purch	\$57.17	
00024935 WAL-MART #3778 - Purchase	\$17.52	
00024572 N.A.F.I. - Credit	(\$7.00)	
00024878 WITMER PUBLIC SAFETY G - Purch	\$53.00	
00024808 ATLAS OFFICE PRODUCTS - Purcha	\$522.03	
00024142 Amazon.com - Purchase	\$92.47	
00024119 THE HOME DEPOT 6001 - Purchase	\$50.79	
00025170 THE HOME DEPOT 6001 - Credit	(\$25.94)	
00024528 INT'L CODE COUNCIL INC - Purch	\$1,555.58	
00024803 WAL-MART #3778 - Purchase	\$226.18	

Bills and Claims

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00025058	FIRESTATS.COM - Purchase	\$37.00	
00025050	BEST BUY 00015271 - Purch	\$188.98	
00024862	BEARING BELTCHAIN00244 - Purch	\$310.05	
00024937	BARGREEN WYOMING 25 - Purchase	\$72.10	
00024635	DEPARTMENT OF FIRE PRE - Purch	\$75.00	
00024864	FOOTAGE TOOLS INC - Purchase	\$116.95	
00024856	INTERNATIONAL TRANSACTION - Pu	\$0.94	
00024678	PRAIRIE PELLA WYOMING - Purcha	\$211.00	
00024800	CASPER FIRE EXTINGUISH - Purch	\$520.00	
00024893	SUTHERLANDS 2219 - Purchase	\$49.54	
00024997	Amazon.com - Purchase	\$12.52	
00025206	CPU VENTURE TECH NETWO - Purch	\$293.50	
00024694	CASPER FIRE EXTINGUISH - Purch	\$45.10	
00024789	SPORTSMANS WAREHOUSE 1 - Purch	\$60.00	
00025015	LOAF N JUG #0119 Q81 - Purch	\$45.92	
		\$7,174.03	Subtotal for Dept. Fire
00024809	ATLAS OFFICE PRODUCTS - Purcha	\$73.28	
00024916	ATLAS OFFICE PRODUCTS - Purcha	\$5.94	
00025164	USPS 57627004930333223 - Purch	\$5.75	
00025062	PAYPAL COLOWYOMUS - Purchase	\$139.37	
00025229	USPS 57627004930333223 - Purch	\$19.80	
00024763	PAYPAL COLOWYOMUS - Purchase	\$20.00	
00024809	Atlas Office products	\$17.38	
00024221	SUTHERLANDS 2219 - Purchase	\$1,165.45	
00025256	USPS 57627004930333223 - Purch	\$31.18	
00025087	GAYLORD BROS INC	\$259.32	
00024873	PAYPAL COLOWYOMUS - Purchase	\$139.37	
00025160	Amazon Video On Demand - Purch	\$2.99	
00025309	COMTRONIX - Purchase	\$275.85	
00025346	TOP OFFICE PRODUCTS - Purchase	\$53.64	
		\$2,209.32	Subtotal for Dept. Fort Caspar
00024713	ALPINE MOTOR SPORTS - Purchase	\$37.86	
00024210	GREINER MOTOR COMPANY - Purcha	\$243.95	
00024898	GREINER MOTOR COMPANY - Purcha	\$15.95	
00024769	STOTZ EQUIPMENT - Purchase	\$536.49	
00024794	HENSLEY BATTERY&ELECTR - Purch	\$81.24	
00024767	NORCO INC - Purchase	\$101.99	
00022865	HOSE & RUBBER SUPPLY -	\$11.29	
00024923	OREILLY AUTO 00027466 - Purch	\$72.42	
00024814	CMI-TECO - Purchase	\$18.80	
00024274	GREINER MOTOR COMPANY - Purcha	\$41.62	
00024810	EQUIPMENT TECHNOLOGY I - Purch	\$552.93	
00024611	BEARING BELTCHAIN00244 - Purch	\$10.66	
00024796	SAFETY KLEEN SYSTEMS B - Purch	\$203.91	
00024623	CMI-TECO - Credit	(\$151.95)	
00024547	NOR NORTHERN TOOL - Purchase	\$38.08	
00025081	S&S CASPER- PARTS - Purchase	\$5.47	
00023439	GOODYEAR COMMERCIAL TI - Purch	\$1,314.88	
00024702	BEARING BELTCHAIN	\$16.49	
00024931	DECKER AUTO GLASS - Purchase	\$176.78	

Bills and Claims

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00024710	SOURCE OFFICE PRODUCTS - Purch	\$247.99
00024708	JACKS TRUCK AND EQUIPMT - Purch	\$159.41
00024595	STOTZ EQUIPMENT - Purchase	\$559.79
00024737	COMTRONIX - Purchase	\$78.00
00024555	HOSE & RUBBER SUPPLY - Purchas	\$316.62
00024565	INDUSTRIAL SCREEN & MA - Purch	\$160.00
00025079	ATLAS OFFICE PRODUCTS - Purcha	\$8.99
00025001	BEARING BELTCHAIN00244 - Purch	\$180.50
00024348	ATLAS OFFICE PRODUCTS - Purcha	\$125.24
00024112	HARTZ E&F TOWING	\$57.50
00024880	STOTZ EQUIPMENT - Credit	(\$139.99)
00025143	DRIVEN POWERSPORTS - Purchase	\$60.88
00024339	WW GRAINGER - Purchase	\$580.14
00025169	AMAZON MKTPLACE PMTS - Purchas	\$39.98
00024967	GOODYEAR COMMERCIAL TI - Purch	\$83.15
00023337	BEARING BELTCHAIN00244 - Purch	\$123.79
00024798	CMI-TECO - Purchase	\$46.04
00024785	CMI-TECO - Purchase	\$38.79
00025110	SAMSCLUB #6425 - Purchase	\$11.48
00024812	BEARING BELTCHAIN00244 - Purch	\$38.28
00025139	SAMS CLUB #6425 - Purchase	\$19.98
00025074	FLEETPRIDE 893 - Purchase	\$141.16
00024917	NORCO INC - Credit	(\$143.50)
00024975	BEARING BELTCHAIN00244 - Purch	\$488.44
00024693	JACKS TRUCK AND EQUIPMT - Purch	\$1,084.10
00024782	DRIVE TRAIN INDUSTRIES - Purch	\$174.20
00024905	AMERI-TECH EQUIPMENT C - Purch	\$138.60
00024817	BEARING BELTCHAIN00244 - Purch	\$35.96
00023185	CMI-TECO - Purchase	\$119.87
00024722	BOBCAT OF CASPER - Purchase	\$208.00
00024781	STOTZ EQUIPMENT - Purchase	\$48.99
00024640	AMERI-TECH EQUIPMENT C - Purch	\$132.00
00025121	BEARING BELTCHAIN00244 - Purch	\$26.26
00025070	ALPINE MOTOR SPORTS - Purchase	\$380.85
00025137	GREINER MOTOR COMPANY - Purcha	\$444.01
00024983	HONNEN EQUIPMENT #04 - Purchas	\$44.60
00024681	PAYPAL DDESIGN38 - Purchase	\$225.00
00024667	ATLAS OFFICE PRODUCTS - Purcha	\$843.76
00025060	HENSLEY BATTERY&ELECTR - Purch	\$102.27
00024828	C AND M AIR COOLED ENG - Purch	\$1,512.72
00024827	STOTZ EQUIPMENT - Purchase	\$149.61
00025063	HENSLEY BATTERY&ELECTR - Purch	\$134.89
00024566	BEARING BELTCHAIN00244 - Purch	\$27.96
00025041	KELLYS ALIGNMENT AND B - Purch	\$53.00
00024885	WYOMING MACHINERY	\$47.44
00024468	ATLAS OFFICE PRODUCTS - Purcha	\$19.91
00024112	HARTZ E&F TOWING & REC - Purch	\$57.50
00025231	ALSCO SLCAS - Purchase	\$860.67
00024957	AMERI-TECH EQUIPMENT C - Purch	\$15.63
00024942	WHITES MOUNTAIN - Purchase	\$367.98

Bills and Claims

City of Casper

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00024941 KELLYS ALIGNMENT AND B - Purch	\$103.00
00025173 ATLAS OFFICE PRODUCTS - Credit	(\$8.99)
00024634 BEARING BELTCHAIN00244 - Purch	\$104.22
00024859 BEARING BELTCHAIN00244 - Purch	\$195.04
00024842 BEARING BELTCHAIN00244 - Purch	\$16.44
00024240 DECKER AUTO GLASS - Purchase	\$336.39
00024871 GOODYEAR COMMERCIAL TI - Purch	\$586.40
00025139 SAMS CLUB #6425 - Purchase	\$79.26
00024112 HARTZ E&F TOWING	\$57.50
00024865 WYOMING MACHINERY CO-Purchase	\$42.59
00024865 WYOMING MACHINERY CO - Purchas	\$311.95
00025018 CASPER WINNELSON CO - Purchase	\$391.17
00024963 BEARING BELTCHAIN00244 - Purch	\$7.89
00025166 SAMSCLUB #6425 - Purchase	\$17.72
00024353 GREINER MOTOR COMPANY - Purcha	\$84.40
00024885 WYOMING MACHINERY CO - Purchas	\$25,699.98
00024927 ASAP RADIATOR AND SUPP - Purch	\$654.63
00024885 WYOMING MACHINERY	\$129.61
00024235 CARID.COM - Purchase	\$306.78
00024986 WW GRAINGER - Purchase	\$7.87
00024999 ACE EQUIPMENT AND SUPP - Purch	\$652.64
00024885 WYOMING MACHINERY	\$61.35
00025140 NORCO INC - Purchase	\$29.37
00024885 WYOMING MACHINERY	\$4.76
00024966 STOTZ EQUIPMENT - Purchase	\$44.08
00024885 WYOMING MACHINERY	\$84.13
00024540 WEAR PARTS INC - Purchase	\$14.50
00024980 CENTRAL PARTS WAREHOUS - Purch	\$17.27
00024675 BEARING BELTCHAIN00244 - Purch	\$22.66
00024953 HOSE & RUBBER SUPPLY - Purchas	\$90.00
00024865 WYOMING MACHINERY CO -Purchase	\$1,530.13
00024707 BEARING BELTCHAIN00244 - Purch	\$28.74
00024885 WYOMING MACHINERY	\$685.28
00024743 MG OIL COMPANY CASPE - Purch	\$50.31
00024858 BEARING BELTCHAIN00244 - Purch	\$42.99
00024566 BEARING BELTCHAIN	\$62.94
00024860 BEARING BELTCHAIN00244 - Purch	\$65.75
00024848 BEARING BELTCHAIN00244 - Credi	(\$25.68)
00025059 BEARING BELTCHAIN00244 - Purch	\$150.29
00025052 WW GRAINGER - Purchase	\$33.68
00024895 BEARING BELTCHAIN00244 - Purch	\$219.17
00024892 DRIVE TRAIN INDUSTRIES - Purch	\$65.30
00024738 AMERI-TECH EQUIPMENT C - Purch	\$119.15
00024657 JACKS TRUCK AND EQUPMT - Purch	\$19.71
00025061 WW GRAINGER - Purchase	\$44.68
00024820 BEARING BELTCHAIN00244 - Purch	\$69.40
00024742 BEARING BELTCHAIN00244 - Purch	\$8.40
00025055 DRIVE TRAIN INDUSTRIES - Purch	\$204.22
00024584 BEARING BELTCHAIN00244 - Purch	\$23.94
00024702 BEARING BELTCHAIN00244 - Purch	\$20.58

Bills and Claims

City of Casper

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00024719 BEARING BELTCHAIN00244 - Purch	\$18.38	
00025152 BEARING BELTCHAIN00244 - Purch	\$5.98	
00024620 BEARING BELTCHAIN00244 - Purch	\$4.61	
00024173 FLEETPRIDE 893 - Purchase	\$35.54	
00023133 BEARING BELTCHAIN00244 - Purch	\$17.76	
00023211 FLEETPRIDE 893 - Purchase	\$76.50	
00025112 WW GRAINGER - Purchase	\$312.54	
00023531 BEARING BELTCHAIN00244 - Purch	\$23.49	
00024963 BEARING BELTCHAIN	\$35.52	
00024444 POWER EQUIPMENT CO CAS - Purch	\$1,343.76	
00025048 WEAR PARTS INC - Purchase	\$13.00	
00024517 BEARING BELTCHAIN00244 - Purch	\$206.22	
00025065 STOTZ EQUIPMENT - Purchase	\$644.50	
00025051 BEARING BELTCHAIN00244 - Purch	\$227.50	
00024677 APPLIED IND TECH 0733 - Purch	\$192.46	
00025049 INDUSTRIAL SCREEN & MA - Purch	\$241.50	
00025031 BEARING BELTCHAIN00244 - Purch	\$159.50	
00024775 STOTZ EQUIPMENT - Purchase	\$84.67	
00024750 BEARING BELTCHAIN00244 - Purch	\$7.30	
00024891 BEARING BELTCHAIN00244 - Purch	\$17.28	
00024695 WAUSAU EQUIPMENT COMPA - Purch	\$2,068.28	
00024926 GREINER MOTOR COMPANY - Purcha	\$116.40	
	\$53,283.58	Subtotal for Dept. Garage
00024888 MOUNTAIN STATES LITHOG - Purch	\$796.40	
00024413 MENARDS CASPER - Purchase	\$80.46	
00025191 North American Directory	\$175.00	
00025178 Facebook	\$3.74	
00024671 BLOEDORN LUMBER CASPER - Purch	\$172.75	
00024988 MI TIERRA - Purchase	\$16.65	
00024286 SUTHERLANDS 2219 - Purchase	\$40.22	
00024984 PROCORP IMAGES, INC. - Purchas	\$705.00	
00025080 BEARING BELTCHAIN00244 - Purch	\$15.98	
00024729 SUTHERLANDS 2219 - Purchase	\$25.94	
00022918 SOUTHWES 5260658358736 - Purc	\$25.00	
00024815 LA QUINTA INNS 0978 - Purchas	\$120.49	
	\$2,177.63	Subtotal for Dept. Golf Course
00024823 E 470 EXPRESS TOLLS - Purchase	\$6.80	
00024580 MYCREATIVESHOP.COM - Purchase	\$19.95	
00024920 USPS 57155809430310940 - Purch	\$5.46	
	\$32.21	Subtotal for Dept. Health Insurance
00024670 ENERGY LABORATORIES - Purchase	\$77.00	
00025191 NORTH AMERICAN DIRECTO - Purch	\$175.00	
00024630 NELCO PRODUCTS INC - Purchase	\$177.47	
00024833 THE HOME DEPOT 6001 - Purchase	\$75.93	
00024716 WCI OF WYOMING, INC - Purchase	\$250.00	
00025029 APPLIED IND TECH 0733 - Purch	\$2,390.50	
00025178 Facebook	\$193.49	
00022335 AIRGAS CENTRAL - Purchase	\$49.46	
	\$3,388.85	Subtotal for Dept. Hogadon
00024997 Amazon.com - Purchase	\$12.52	

Bills and Claims

City of Casper

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00024934 SAMSCLUB #6425 - Purchase	\$29.09	
00024976 USPS 57155809430310940 - Purch	\$6.70	
00024934 SAMSCLUB #6425 - Purchase	\$17.54	
	\$65.85	Subtotal for Dept. Human Resources
00024112 HARTZ E&F TOWING	\$57.50	
00024112 HARTZ E&F TOWING	\$57.50	
00023939 WM SUPERCENTER #1617 - Purchas	\$37.80	
00024731 CANDYWAREHOUSE.COM, IN - Purch	\$70.48	
00024760 SAMS CLUB #6425 - Purchase	\$113.90	
00023624 PAPA JOHN'S #01393 - Purchase	\$33.96	
00024760 SAMS CLUB #6425 - Purchase	\$60.79	
00024732 BAILEYS ACE HARDWARE - Purchas	\$12.98	
00024112 HARTZ E&F TOWING	\$57.50	
00023524 PAPA JOHN'S #01393 - Purchase	\$12.99	
00024972 BAILEYS ACE HARDWARE - Credit	(\$4.91)	
	\$510.49	Subtotal for Dept. Ice Arena
00025002 ALTITUDE VETERINARY HO - Purch	\$4,861.80	
00024535 ARK ANIMAL HOSPITAL - Purchase	\$130.00	
00024680 WESTSIDE ANIMAL HOSPIT - Purch	\$161.87	
00025053 OFFICE MAX - Purchase	\$68.50	
00024592 ALTITUDE VETERINARY HO - Purch	\$193.75	
00024646 Galls Intern - Purchase	\$149.97	
00025099 IN ALLIANCE ELECTRIC, - Purch	\$432.00	
00024919 PETCO 1456 63514566 - Purch	\$95.98	
00024899 PETCO 1456 63514566 - Purch	\$5.10	
	\$6,098.97	Subtotal for Dept. Metro Animal
00024589 APA-MEMBERSHIP ONLINE - Federa	\$270.57	
00025040 DELTA 00623020854525 - Pur	\$41.24	
00024589 Local Match	\$28.43	
00025040 DELTA 00623020854525 - Pur	\$392.46	
	\$732.70	Subtotal for Dept. Metropolitan Planning
00024654 ATLAS OFFICE PRODUCTS - Purcha	\$16.10	
00023720 ATLAS OFFICE PRODUCTS - Purcha	\$139.28	
00022642 AMBI MAIL AND MARKETIN - Purch	\$59.32	
00024146 IN POWDER RIVER SHRED - Purch	\$21.00	
00023315 WYOMING STATE BAR - Purchase	\$106.00	
00024231 AMBI MAIL AND MARKETIN - Purch	\$59.17	
00024698 ATLAS OFFICE PRODUCTS - Purcha	\$53.81	
	\$454.68	Subtotal for Dept. Municipal Court
00023410 0970 CED - Credit	(\$178.26)	
00023361 CRESCENT ELECTRIC 103 - Purcha	\$96.20	
00025283 SAMS CLUB #6425 - Purchase	\$133.12	
	\$51.06	Subtotal for Dept. Parking
00024310 BAILEYS ACE HARDWARE - Purchas	\$10.54	
00024908 BLOEDORN LUMBER CASPER - Purch	\$21.66	
00024911 BAILEYS ACE HARDWARE - Purchas	\$6.97	
00025026 NORCO INC	\$50.04	
00024599 CPS DISTRIBUTORS INC C - Purch	\$50.00	
00024074 CASPER CONTRACTORS SUP - Purch	\$3.32	

Bills and Claims

City of Casper

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00024682 CASPER STAR TRIBUNE - Purchase	\$98.28	
00025030 UNITED 01629268229923 - Pur	\$54.00	
00025133 MICHAELS FENCE & SUPPL - Purch	\$270.42	
00024753 BAILEYS ACE HARDWARE - Purchas	\$13.95	
00024110 BAILEYS ACE HARDWARE - Purchas	\$12.98	
00024299 Service Center Conf Room Speak	\$17.49	
00024679 STAPLES 00114181 - Purch	\$64.73	
00024304 WYOMING GROUNDS KEEPER - Purch	\$440.00	
00024465 osha refreshments	\$6.99	
00024929 UNITED 01629266866743 - Pur	\$59.00	
00024802 INTL SOC ARBORICULTURE - Purch	\$64.90	
00024103 NETWORK FLEET. INC. - Purchase	\$127.24	
00024909 UNITED 01629266859706 - Pur	\$62.00	
00024656 CASPER CONTRACTORS SUP - Purch	\$70.25	
00024099 CASPER CONTRACTORS SUP - Purch	\$3.32	
00025019 UNITED 01629268229540 - Pur	\$57.00	
00024377 CPS DISTRIBUTORS INC C - Purch	\$18.27	
00025100 OREILLY AUTO 00027466 - Purch	\$53.56	
00024797 THE HOME DEPOT 6001 - Purchase	\$22.14	
00024776 GENERAL SHALE-CASPE - Purchase	\$122.94	
00024734 BLOEDORN LUMBER CASPER - Purch	\$14.16	
00024887 R & R REST STOPS - Purchase	\$2,071.57	
00025043 UNITED 01629268229551 - Pur	\$54.00	
00024918 UNITED 01629266866732 - Pur	\$62.00	
00023354 OSHA TRAINING REFRESHMENTS AN	\$6.45	
00024792 CASPER CONTRACTORS SUP - Purch	\$20.16	
00024041 BLOEDORN LUMBER CASPER - Purch	\$93.96	
00024186 MICHAELS FENCE & SUPPL - Purch	\$35.70	
00025148 ATLAS OFFICE PRODUCTS - Purcha	\$4.50	
00024723 SUTHERLANDS 2219 - Purchase	\$13.49	
00024974 BAILEYS ACE HARDWARE - Purchas	\$28.45	
00024832 HENSLEY BATTERY&ELECTR - Purch	\$113.73	
	\$4,300.16	Subtotal for Dept. Parks
00024666 CASPER WINNELSON CO - Purchase	\$40.30	
00024676 CASPER WINAIR SUPPLY C - Purch	\$3,505.12	
00024711 CASPER WINNELSON CO - Purchase	\$22.46	
	\$3,567.88	Subtotal for Dept. Perpetual Care
00024773 CASPER STAR TRIBUNE - Purchase	\$83.55	
00024940 USPS 57155809430310940 - Purch	\$6.49	
00024947 CASPER STAR TRIBUNE -Purchase	\$88.71	
00025056 AMERICAN PLANNING ASSO - Purch	\$73.00	
00025086 AIRBNB INC - Purchase	\$805.00	
00024400 CASPER STAR TRIBUNE - Purchase	\$30.90	
00024947 CASPER STAR TRIBUNE - Purchase	\$75.57	
00024997 Amazon.com - Purchase	\$12.52	
00024977 CASPER STAR TRIBUNE - Purchase	\$48.45	
00025091 STARBUCKS #21239 CASPE - Purch	\$42.21	
	\$1,266.40	Subtotal for Dept. Planning
00024846 EXXONMOBIL 47869193 - Purch	\$10.02	
00024868 UNITED 01626024770893 - Pur	\$25.00	

Bills and Claims

City of Casper

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00024717	AFFINITY - Purchase	\$162.00	
00024876	QUALITY OFFICE SOLUTIO - Purch	\$104.98	
00024714	MAD TRANS. & TOWING - Purchase	\$270.00	
00024746	IN POWDER RIVER SHRED - Purch	\$105.00	
00024998	MOUNTAIN STATES LITHOG - Purch	\$295.00	
00024631	ADS WYOMING - Purchase	\$5.00	
00024687	TACO JOHN'S #9405 - Purchase	\$34.62	
00024834	QUALITY OFFICE SOLUTIO - Purch	\$34.76	
00025095	CHARTER COMM - Purchase	\$52.14	
00024477	RODEWAY INNS - Purchase	\$139.08	
00023918	NOLAND FEED INC. - Purchase	\$86.80	
00024943	SIRCHIE FINGER PRINT L - Purch	\$695.48	
00024764	SHELL OIL 57444149009 - Purcha	\$20.00	
00024752	BARGREEN WYOMING 25 - Purchase	\$119.20	
00024619	INTERNATIONAL TRANSACTION - Pu	\$0.04	
00024799	URGENT CARE OF CASPER - Purcha	\$624.00	
00025077	SAMSClub #6425 - Purchase	\$145.14	
00024826	R & R REST STOPS - Purchase	\$154.92	
00024821	WICKLANDER ZULAWSKI AS - Credi	(\$1,390.00)	
00024661	DELTA 00682614470366 - Pur	\$25.00	
00022875	FORMULA ONE OF CASPER - Purcha	\$472.50	
00023889	WICKLANDER ZULAWSKI AS - Purch	\$1,390.00	
00025172	ATLAS OFFICE PRODUCTS - Purcha	\$73.36	
00024968	SUSTEEN INC - Purchase	\$800.00	
00024933	STAPLES 00114181 - Purch	\$62.98	
00024997	Amazon.com - Purchase	\$12.52	
00024897	LYNDA.COM, INC. - Purchase	\$250.00	
00024755	GAL UNIFORM&EQUIPMENT - Purcha	\$238.43	
00023147	SIRCHIE FINGER PRINT L - Purch	\$91.50	
00024819	MERBACK AWARD COMPANY - Purcha	\$47.80	
		\$5,157.27	Subtotal for Dept. Police
00024770	GREINER MOTOR COMPANY - Purcha	\$59.51	
00024756	GREINER MOTOR COMPANY - Credit	(\$60.10)	
00024774	GREINER MOTOR COMPANY - Credit	(\$41.19)	
00024587	GREINER MOTOR COMPANY - Purcha	\$57.04	
00024751	GREINER MOTOR COMPANY - Credit	(\$15.02)	
00024736	GREINER MOTOR COMPANY - Purcha	\$41.23	
00024669	ANDERSON AUTO DETAIL - Purchas	\$45.00	
		\$86.47	Subtotal for Dept. Police Dept
00024838	DOMINO'S 6042 - Purchase	\$74.90	
00025033	MOUNTAIN VIEW SUB SHOP - Purch	\$100.00	
00024881	QDOBA #2791 - Purchase	\$182.50	
		\$357.40	Subtotal for Dept. Police Grants
00024852	URGENT CARE OF CASPER - Credit	(\$10.00)	
00024964	WATERWORKS INDUSTRIES - Purcha	\$546.90	
00024894	URGENT CARE OF CASPER - Purcha	\$729.00	
		\$1,265.90	Subtotal for Dept. Property & Liability Insurance
00025075	NOLAND FEED INC. - Purchase	\$11.40	
00025146	DOMINO'S 6042 - Purchase	\$47.93	
00025138	SPORTSMITH - Purchase	\$208.19	

Bills and Claims

City of Casper

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00024604	CASPER FIRE EXTINGUISH - Purch	\$117.00	
00024735	CPU VENTURE TECH NETWO - Credi	(\$29.99)	
00025178	Facebook	\$51.56	
00025151	MENARDS CASPER - Purchase	\$13.90	
		\$419.99	Subtotal for Dept. Recreation
00025083	CASPER CONTRACTORS SUP - Purch	\$384.02	
00023395	WYOMING MACHINERY CO - Purchas	\$426.73	
00025102	IN THE GLOVE WAGON - Purchase	\$336.61	
00025011	SQ ATLANTIC ELECTRIC, - Purch	\$150.00	
00025082	MURDOCH'S RANCH & HOME - Purch	\$54.30	
00024360	CASPER STAR TRIBUNE - Purchase	\$94.00	
00024938	CPS DISTRIBUTORS INC C - Purch	\$109.24	
00024601	URGENT CARE OF CASPER - Purcha	\$90.00	
00024355	CASPER STAR TRIBUNE - Purchase	\$504.36	
00024987	IN GREAT PLAINS CLEAN - Purch	\$155.50	
00023354	OSHA TRAINING REFRESHMENTS AN	\$16.45	
00025238	ALSCO SLCAS - Purchase	\$142.80	
00024987	IN GREAT PLAINS CLEAN - Purch	\$155.50	
00025189	BAILEYS ACE HARDWARE - Purchas	\$43.51	
00024843	CASPER FIRE EXTINGUISH - Purch	\$92.00	
00024851	RMI WYOMING INC - Purchase	\$260.00	
00024835	QUALITY OFFICE SOLUTIO - Purch	\$375.99	
00024391	OSHA refreshments	\$10.26	
00025115	HOSE & RUBBER SUPPLY - Purchas	\$33.58	
00025259	SWANA - Purchase	\$200.00	
00025082	MURDOCH'S RANCH & HOME - Purch	\$73.02	
00024103	NETWORK FLEET. INC. - Purchase	\$601.31	
00024579	URGENT CARE OF CASPER - Purcha	\$90.00	
		\$4,399.18	Subtotal for Dept. Refuse Collection
00024837	USA BLUE BOOK - Purchase	\$171.49	
00025089	MARIC SALES - Purchase	\$4,831.96	
00023354	OSHA TRAINING REFRESHMENTS AN	\$2.06	
00024649	FRANKLINCOVEYPRODUCTS - Purcha	\$52.69	
00024813	THE HOME DEPOT 6001 - Purchase	\$42.67	
00025203	SAMS CLUB #6425 - Purchase	\$29.64	
00024950	SAMS CLUB #6425 - Purchase	\$32.24	
00024836	BEARING BELTCHAIN00244 - Purch	\$2.07	
00024790	CASPER CONTRACTORS SUP - Purch	\$16.65	
00024991	BEST BUY 00015271 - Purch	\$21.98	
00025257	ALSCO SLCAS - Purchase	\$179.04	
00024391	OSHA refreshments	\$10.25	
00025024	ALBERTSONS - Purchase	\$12.87	
00024103	NETWORK FLEET. INC. - Purchase	\$25.95	
00024780	UNITED 01624391100872 - Cre	(\$46.00)	
		\$5,385.56	Subtotal for Dept. Sewer
00024312	GHOSTOWN - Purchase	\$12.00	
00024807	REIS ENVIRONMENT INC. - Purcha	\$79.35	
00024318	HARDEE'S #3902 QQ87 - Purch	\$71.65	
00024816	REIS ENVIRONMENT INC. - Purcha	\$855.17	
		\$1,018.17	Subtotal for Dept. Special Assistance

Bills and Claims

City of Casper

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00025340	ALSCO SLCAS - Purchase	\$253.66	
		\$253.66	Subtotal for Dept. Special Reserves
00024299	Service Center Conf Room Speak	\$17.50	
00024465	OSHA refreshments	\$6.99	
00024103	NETWORK FLEET. INC. - Purchase	\$622.80	
00025104	THE HOME DEPOT 6001 - Purchase	\$5.10	
00024260	CLAIM ADJ/HEB #476 - Credit	(\$141.54)	
00024791	CASPER CONTRACTORS SUP - Purch	\$7.15	
00024320	PAYPAL PERIPHERY - Purchase	\$206.29	
00024251	CLAIM ADJ/HEB #476 - Credit	(\$0.54)	
00024855	Claim ADJ/HEB #476 - Credit	(\$0.54)	
00024960	CLAIM ADJ/HEB #476 - Purchase	\$0.54	
00024886	IN PROPET DISTRIBUTOR - Purch	\$500.00	
00023354	OSHA TRAINING REFRESHMENTS AN	\$16.45	
00025150	NORCO INC - Purchase	\$929.42	
00024772	CASPER CONTRACTORS SUP - Purch	\$141.46	
00024748	MENARDS CASPER - Purchase	\$74.91	
00023560	HEB #476 - Purchase	\$141.54	
00024870	THE HOME DEPOT 6001 - Purchase	\$37.09	
00025148	ATLAS OFFICE PRODUCTS - Purcha	\$4.49	
00023529	HEB #476 - Purchase	\$0.54	
00024981	URGENT CARE OF CASPER - Purcha	\$32.00	
00024845	AGP PROPANE SERVICES - Purchas	\$251.54	
00024682	CASPER STAR TRIBUNE - Purchase	\$98.28	
00024771	GEOTEC INDUSTRIAL SUPP - Purch	\$142.00	
00024885	WYOMING MACHINERY	\$433.73	
		\$3,527.20	Subtotal for Dept. Streets
00024672	SQ ISC, INC. DBA V - Purchase	\$180.83	
00024757	HD SUPPLY UTILITIES, L - Purch	\$9.20	
00024103	NETWORK FLEET. INC. - Purchase	\$155.70	
00025141	LYLE SIGNS - Purchase	\$1,198.00	
		\$1,543.73	Subtotal for Dept. Traffic
00025124	MPI WAREHOUSE CO INC - Purchas	\$75.86	
00024903	PENTAIR VALVES & CONTR - Purch	\$831.83	
00024761	STOTZ EQUIPMENT - Purchase	\$218.09	
00024765	HOSE & RUBBER SUPPLY - Purchas	\$9.45	
00024979	BAILEYS ACE HARDWARE - Purchas	\$48.39	
00024793	COMPRESSION LEASING SV - Purch	\$74.48	
00024784	NORTHWEST SCIENTIFIC I - Purch	\$202.93	
00025067	WEAR PARTS INC - Purchase	\$15.28	
00025057	TFS FISHER SCI ATL - Purchase	\$575.62	
00024783	USPS 57155809430310940 - Purch	\$8.24	
00025038	CASPER WINNELSON CO - Purchase	\$21.96	
00024847	WW GRAINGER - Purchase	\$108.72	
00025092	WEAR PARTS INC - Purchase	\$16.18	
00024884	TW ENTERPRISES INC - Purchase	\$146.56	
00024913	PENTAIR VALVES & CONTR - Purch	\$462.57	
00025224	ALSCO SLCAS - Purchase	\$607.86	
00023354	OSHA TRAINING REFRESHMENTS AN	\$8.23	
00024391	OSHA refreshments	\$10.26	

Bills and Claims

City of Casper

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00025120	CASPER WINNELSON CO - Purchase	\$45.00	
00024924	SUNSOURCE - Purchase	\$270.10	
00024928	WESTERN STATES FIRE PR - Purch	\$862.06	
00024989	AMBIENTE H2O INC - Purchase	\$1,482.35	
00025247	HACH COMPANY - Purchase	\$285.34	
00025161	BAILEYS ACE HARDWARE - Purchas	\$30.42	
00025208	CRUM ELECTRIC SUPPLY C - Purch	\$127.45	
00025200	ENERGY LABORATORIES, I - Purch	\$54.00	
00024958	HOSE & RUBBER SUPPLY - Purchas	\$10.43	
00025158	STONER LAWN SERVICE - Purchase	\$168.29	
00025157	INTERMOUNTAIN MOTOR SA - Purch	\$354.66	
00024914	COLUMBINE CONTROL COMP - Purch	\$3,745.19	
00025255	GOLDEN RAILINGS INC - Purchase	\$68.00	
		\$10,945.80	Subtotal for Dept. Waste Water
00024762	SUTHERLANDS 2219 - Purchase	\$7.98	
00024886	PROPET Distributor Purcahse	\$968.95	
00023354	OSHA TRAINING REFRESHMENTS AN	\$6.45	
00025186	COASTAL CHEMICAL CO LL - Purch	\$511.50	
00024952	SUTHERLANDS 2219 - Purchase	\$42.96	
00025261	MOUNTAIN STATES PIPE & - Purch	\$2,111.96	
00024946	DIAMOND VOGEL PAINT #7 - Purch	\$50.57	
00024915	SHERWIN WILLIAMS #3439 - Purch	\$17.41	
00025106	ENERGY LABORATORIES, I - Purch	\$240.00	
00024822	KISTLER TENT AWNING - Purchas	\$48.00	
00025109	71 CONSTRUCTION INC.#1 - PUrch	\$3,010.95	
00025246	ALSCO SLCAS - Purchase	\$534.12	
00025090	HERCULES INDUSTRIES CA - Purch	\$328.61	
00025068	COMMUNICATION TECHNOLO - Purch	\$100.00	
00024805	WYOMING WATER ASSOCIAT - Purch	\$500.00	
00025245	INBERG MILLER ENGINEER - Purch	\$420.00	
00025274	MENARDS CASPER - Purchase	\$107.21	
00025163	BLOEDORN LUMBER CASPER - Purch	\$690.57	
00024962	ENERGY LABORATORIES, I - Purch	\$340.00	
00024703	WAL-MART #3778 - Credit	(\$39.88)	
00025268	FINISH LINE SYSTEMS LL - Purch	\$7,730.60	
00025014	ENERGY LABORATORIES, I - Purch	\$340.00	
00024992	SQ ATLANTIC ELECTRIC, - Purch	\$949.34	
00025156	CASPER CONTRACTORS SUP - Purch	\$187.94	
00025066	DIAMOND VOGEL PAINT #7 - Purch	\$274.93	
00024973	SQ ATLANTIC ELECTRIC, - Purch	\$1,968.20	
00025109	71 CONSTRUCTION INC #1 - Purch	\$6,693.21	
00025037	ATLAS OFFICE PRODUCTS - Purcha	\$22.36	
00024850	AMERICAN WATERWORKS - Purchase	\$75.00	
00025034	UNION WIRELESS - Purchase	\$129.88	
00024854	WW GRAINGER - Purchase	\$129.10	
00025315	HERCULES INDUSTRIES CA - Purch	\$43.43	
00024739	WAL-MART #3778 - Purchase	\$74.97	
00025162	DIAMOND VOGEL PAINT #7 - Purch	\$227.90	
00025125	ENERGY LABORATORIES, I - Purch	\$40.00	
00024103	NETWORK FLEET. INC. - Purchase	\$103.80	

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

00025122 CRUM ELECTRIC SUPPLY C - Purch	\$705.80	
00024618 CASPER CONTRACTORS SUP - Purch	\$5.24	
00025334 SUTHERLANDS 2219 - Purchase	\$2.91	
00025362 MENARDS CASPER - Purchase	\$31.88	
00024879 SUTHERLANDS 2219 - Purchase	\$42.99	
00025008 ATLAS OFFICE PRODUCTS - Purcha	\$15.00	
00025176 DIAMOND VOGEL PAINT #7 - Credi	(\$136.95)	
00024874 FLEETPRIDE 893 - Credit	(\$149.28)	
00024715 ENERGY LABORATORIES, I - Purch	\$20.00	
00024861 FLEETPRIDE 893 - Purchase	\$223.92	
00025107 SUTHERLANDS 2219 - Purchase	\$19.90	
	\$29,769.43	Subtotal for Dept. Water
00024685 ALBERTSONS #2060 - Purchase	\$81.10	
00021746 CLAIM ADJ/WETZEL'S PRETZE - Cr	(\$2.99)	
00020882 WETZEL'S PRETZELS STON - Purch	\$2.99	
00024786 DXPE - PRECISION - Purchase	\$723.77	
00023354 OSHA TRAINING REFRESHMENTS AN	\$6.17	
00024462 USPS 57155809430310940 - Purch	\$23.94	
00024643 GREINER MOTOR COMPANY - Purcha	\$44.26	
	\$879.24	Subtotal for Dept. Water Treatment Plant
00024323 BAILEYS ACE HARDWARE - Purchas	\$6.99	
00024806 BEARING BELTCHAIN00244 - Purch	\$35.88	
00024866 BAILEYS ACE HARDWARE - Purchas	\$52.92	
00024036 BLOEDORN LUMBER CASPER - Purch	\$19.90	
	\$115.69	Subtotal for Dept. Weed And Pest
	\$186,013.70	Subtotal for Vendor

PEPSI COLA OF CASPER

478914 GOODS	\$1,822.80	
	\$1,822.80	Subtotal for Dept. Casper Events Center
645 GOODS	\$90.00	
745C CREDIT	(\$29.55)	
723 GOODS	\$139.35	
569 GOODS	\$80.00	
419 GOODS	\$67.45	
191 GOODS	\$39.00	
	\$386.25	Subtotal for Dept. Ice Arena
	\$2,209.05	Subtotal for Vendor

PHOENIX SPORTS TECHNOLOGY

9726 TIMER KIT, MULTICHANNEL INPUT	\$2,770.00	
	\$2,770.00	Subtotal for Dept. Capital Projects
	\$2,770.00	Subtotal for Vendor

RACHELLE GUNNELS

RIN0025089 REFUND	\$156.55	
	\$156.55	Subtotal for Dept. Water
	\$156.55	Subtotal for Vendor

RAMSHORN CONSTRUCTION, INC.

RIN0025042 RETAINAGE 13-69	\$34,721.25	
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Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

RIN0025051 RETAINAGE 13-68

\$21,894.19
\$56,615.44 Subtotal for Dept. Capital Projects
\$56,615.44 Subtotal for Vendor

RECYKLING INDUSTRIAL REPAIRS, INC

117 NORTH BALER ASSEMBLY/OVERSIGHT
115 NORTH BALER ASSEMBLY/OVERSIGHT
119 NORTH BALER ASSEMBLY

\$10,072.50
\$14,705.00
\$25,438.47
\$50,215.97 Subtotal for Dept. Balefill
\$50,215.97 Subtotal for Vendor

REV3 ADVENTURE

CWY 1001 SPONSORSHIP

\$10,000.00
\$10,000.00 Subtotal for Dept. Council
\$10,000.00 Subtotal for Vendor

RICHARD "ZAK" SZEKELY

RIN0025035 COURT APPOINTED ATTN
RIN0025034 COURT APPOINTED ATTN

\$625.00
\$200.00
\$825.00 Subtotal for Dept. Municipal Court
\$825.00 Subtotal for Vendor

ROBIN MUNDELL

128730 REIMBURSEMENT

\$83.99
\$83.99 Subtotal for Dept. Council
\$83.99 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00014903061515 ELECTRICITY

\$4,190.21
\$4,190.21 Subtotal for Dept. Aquatics

AP00015103061515 ELECTRICITY

\$22.77

AP00015103061515 ELECTRICITY

\$31.05

AP00015103061515 ELECTRICITY

\$908.02

AP00015103061515 ELECTRICITY

\$1,123.95

AP00015103061515 ELECTRICITY

\$2,851.84

\$4,937.63 Subtotal for Dept. City Hall

AP00015603061515 ELECTRICITY

\$637.58

\$637.58 Subtotal for Dept. Fort Caspar

AP00015803061515 ELECTRICITY

\$12,621.46

\$12,621.46 Subtotal for Dept. Hogadon

AP00015903061515 ELECTRICITY

\$6,116.64

\$6,116.64 Subtotal for Dept. Ice Arena

AP00015203061515 ELECTRICITY

\$2,965.05

\$2,965.05 Subtotal for Dept. Recreation

RIN0025000 ELECTRICITY

\$42,815.29

RIN0025000 ELECTRICITY

\$8,322.45

\$51,137.74 Subtotal for Dept. Water Treatment Plant

\$82,606.31 Subtotal for Vendor

SARAH BOYLE

RIN0025061 TRAVEL REIMBURSEMENT

\$2,066.82

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

\$2,066.82 Subtotal for Dept. Police
\$2,066.82 Subtotal for Vendor

SHANNON DALEY

RIN0025084 TRAVEL REIMBURSEMENT

\$42.00
\$42.00 Subtotal for Dept. Police
\$42.00 Subtotal for Vendor

SHILA GROATHOUSE

RIN0025088 REFUND

\$28.54
\$28.54 Subtotal for Dept. Water
\$28.54 Subtotal for Vendor

SOLID WASTE PROFESSIONALS OF WY LLC.

202 YEAR END SURVEY

\$10,144.10
\$10,144.10 Subtotal for Dept. Balefill
\$10,144.10 Subtotal for Vendor

SOURCE GAS DIST. LLC

401000135882 NATURAL GAS

\$11.73
\$11.73 Subtotal for Dept. Parks

201091832616 HEATING

\$8,019.22
\$8,019.22 Subtotal for Dept. Water Treatment Plant
\$8,030.95 Subtotal for Vendor

STANTE, NATASHA/LUCAS

0023839621 REFUND

\$18.63
\$18.63 Subtotal for Dept. Water
\$18.63 Subtotal for Vendor

STAR LINE FEEDS

232142 PET FOOD

231874 PET FOOD

\$510.25
\$263.60
\$773.85 Subtotal for Dept. Metro Animal
\$773.85 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0025081 FEB SALES TAX

\$19.98
\$19.98 Subtotal for Dept. Aquatics

RIN0025081 FEB SALES TAX

\$13.09
\$13.09 Subtotal for Dept. Balefill

RIN0025081 FEB SALES TAX

\$7,935.00

RIN0025081 FEB SALES TAX

\$232.40

RIN0025081 FEB SALES TAX

\$249.95

RIN0025081 FEB SALES TAX

\$5,793.39

RIN0025081 FEB SALES TAX

\$257.72

RIN0025081 FEB SALES TAX

\$291.10

\$14,759.56 Subtotal for Dept. Casper Events Center

RIN0025081 FEB SALES TAX

\$69.23

\$69.23 Subtotal for Dept. Fort Caspar

RIN0025081 FEB SALES TAX

\$444.64

\$444.64 Subtotal for Dept. Ice Arena

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

RIN0025081 FEB SALES TAX

\$0.07

\$0.07 Subtotal for Dept. Recreation

\$15,306.57 Subtotal for Vendor

STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0025017 CWSRF-077 INTEREST

\$40,945.60

RIN0025017 CWSRF-077 RPINCIPAL

\$99,226.68

\$140,172.28 Subtotal for Dept. Balefill

\$140,172.28 Subtotal for Vendor

STEFFENSEMIER,W/KEENAN K

0023884751 REFUND

\$38.11

\$38.11 Subtotal for Dept. Water

\$38.11 Subtotal for Vendor

STEVEN NUNN

RIN0025086 TRAVEL REIMBURSEMENT

\$42.00

\$42.00 Subtotal for Dept. Police

\$42.00 Subtotal for Vendor

STOTZ EQUIPMENT

E01885 SNOWBLOWER FOR JD TRACTOR (131

\$6,211.27

\$6,211.27 Subtotal for Dept. Casper Events Center

\$6,211.27 Subtotal for Vendor

SUPERIOR STRUCTURES CORP.

210 E.R. 507 S.JEFFERSON

\$187.00

210 CLEAR/DEMO. 2118 S. JEFFERSON

\$153.00

\$340.00 Subtotal for Dept. CDBG

\$340.00 Subtotal for Vendor

TAYLOR, KRISTIN/GEOFFRY

0023839619 REFUND

\$28.02

\$28.02 Subtotal for Dept. Water

\$28.02 Subtotal for Vendor

THATCHER CO.

1354611 T-CHROLIDE

\$7,587.24

\$7,587.24 Subtotal for Dept. Water Treatment Plant

\$7,587.24 Subtotal for Vendor

TY RODINE

RIN0025082 REFUND

\$1,400.00

\$1,400.00 Subtotal for Dept. Water

\$1,400.00 Subtotal for Vendor

US CONFERENCE OF MAYORS

27567 MEMBERSHIP DUES

\$1,000.00

\$1,000.00 Subtotal for Dept. Council

\$1,000.00 Subtotal for Vendor

VENTURE TECHNOLOGIES/ISC, INC.

SIN009725 PHONE-STATION #6-FIRE

\$236.00

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

\$236.00 Subtotal for Dept. Fire
\$236.00 Subtotal for Vendor

VERIZON WIRELESS

9740788235 TELECOMMUNICATIONS

\$122.25

\$122.25 Subtotal for Dept. Communications Center

9740703606 IPAD,JETPACK,EKGS-FIRE DEPT

\$2,078.80

\$2,078.80 Subtotal for Dept. Fire

9741462390 CELL PHONE SERVICE

\$169.02

9739775040 CELL PHONE SERVICE

\$193.74

\$362.76 Subtotal for Dept. Metro Animal

9740703607 RRT2 AIRCARD 1/15-2/16/15 FIRE

\$40.01

\$40.01 Subtotal for Dept. Special Assistance

\$2,603.82 Subtotal for Vendor

VIGIL, CODI/KIRKPATRICK V

0023839625 REFUND

\$12.88

\$12.88 Subtotal for Dept. Water

\$12.88 Subtotal for Vendor

VISION SVC. PLAN

RIN0025069 RETIREES/MARCH 2015

\$1,337.54

RIN0025046 FEBRUARY 2015 - COBRA

\$26.26

RIN0025068 COBRA/MARCH 2015

\$26.26

RIN0025045 FEBRUARY 2015 - RETIREES

\$1,337.54

\$2,727.60 Subtotal for Dept. Health Insurance

\$2,727.60 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0025052 WATER USAGE

\$15.69

\$15.69 Subtotal for Dept. Water Treatment Plant

\$15.69 Subtotal for Vendor

WEHR, TYLER

0023884753 REFUND

\$55.43

\$55.43 Subtotal for Dept. Water

\$55.43 Subtotal for Vendor

WESTERN ENERGY FAB

RIN0025059 REFUND

\$59.61

\$59.61 Subtotal for Dept. Water

\$59.61 Subtotal for Vendor

WESTERN MEDICAL ASSOC., LLC

RIN0025054 2015 PHYSICALS-FIRE DEPT

\$7,605.00

\$7,605.00 Subtotal for Dept. Fire

\$7,605.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

140090013 RAW WATER IRRIGATION SYSTEM

\$18,052.91

\$18,052.91 Subtotal for Dept. Parks

130130024 MIDWEST AVE RECONSTRUCTION PRO

\$129.00

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

\$129.00 Subtotal for Dept. Streets
\$18,181.91 Subtotal for Vendor

WILLIS, KAY

0023884750 REFUND

\$16.18
\$16.18 Subtotal for Dept. Water
\$16.18 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2015-10206 COUNTRY CLUB ROAD IMPROVEMENTS
2015-10285 COUNTRY CLUB ROAD IMPROVEMENTS
2015-10255 FIRST ST ROADWAY IMPROVEMENTS
2015-10277 DESIGN & CA FOR HIGHLAND PARK/

\$5,367.41
\$10,053.66
\$5,186.75
\$1,725.25
\$22,333.07 Subtotal for Dept. Streets

2015-10285 COUNTRY CLUB ROAD IMPROVEMENTS
2015-10206 COUNTRY CLUB ROAD IMPROVEMENTS

\$16,196.10
\$8,646.72
\$24,842.82 Subtotal for Dept. Water
\$47,175.89 Subtotal for Vendor

WOLF GANG OF WY

1020 MARCH 2015 TV PRODUCTION

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

WOLVERINE DISTRIBUTING

150101 19TH CENTURY GIRLS & WOMEN, DA

\$1,721.57
\$1,721.57 Subtotal for Dept. Fort Caspar
\$1,721.57 Subtotal for Vendor

WRIGHT BROTHERS, THE BUILDING COMPANY

RIN0025041 RETAINAGE 13-30

RIN0025055 GOLF COURSE MAINTENANCE FACILI
RIN0025041 GOLF COURSE MAINTENANCE FACILI

(\$402.27)
(\$402.27) Subtotal for Dept. Capital Projects
\$28,387.50
\$50,673.10
\$79,060.60 Subtotal for Dept. Golf Course
\$78,658.33 Subtotal for Vendor

WY. STATE BOARD OF PHARMACY

RIN0025032 CONTROLLED SUBSTANCE REG X 4

\$320.00
\$320.00 Subtotal for Dept. Metro Animal
\$320.00 Subtotal for Vendor

WYCOMP, INC.

RIN0024959 FIELD TESTING

\$1,040.80
\$1,040.80 Subtotal for Dept. Water Treatment Plant
\$1,040.80 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

JAN2015 JANUARY EXPENSES

\$5,003.28
\$5,003.28 Subtotal for Dept. Social Community Services
\$5,003.28 Subtotal for Vendor

ZAC LOWNDES

Bills and Claims

City of Casper

04-Mar-15 to 17-Mar-15

RIN0025083 TRAVEL REIMBURSEMENT

\$169.00

\$169.00 Subtotal for Dept. Police

\$169.00 Subtotal for Vendor

Grand Total

\$2,263,320.59

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 03/17/15

Payroll Disbursements

3/9/15	FIRE PAYROLL	\$ 158,218.17
3/9/15	BENEFITS & DEDUCTIONS	\$ 28,901.77
3/12/15	CITY PAYROLL	\$ 1,153,346.33
3/12/15	BENEFITS & DEDUCTIONS	\$ 211,393.83

	Total Payroll	<u><u>\$ 1,551,860.10</u></u>
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Additional Fees

	Total Fees	<u><u>\$ -</u></u>
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Additional AP

	Total Additional AP	<u><u>\$ -</u></u>
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March 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director/Floodplain Administrator
Andrew Nelson, MPO Manager
Constance Lake, CFM, MPO Specialist

SUBJECT: Consideration of an ordinance amendment to Section 17.20 of the Casper Municipal Code pertaining to floodplain management standards.

Recommendation:

That Council, by minute action, establish April 7, 2015, as the date of public hearing for the consideration of an ordinance amending Chapter 17.20 of the Casper Municipal Code pertaining to floodplain management standards.

Summary:

The Federal Emergency Management Agency has completed a re-evaluation of flood hazards for Natrona County. City Council reviewed updates required to remain eligible for the National Flood Insurance Program, as well as considered possible higher standards at work sessions held February 24, 2015 and February 27, 2015.

On Council's direction, staff is notifying the public of the upcoming map change and revising the ordinance to bring forward for consideration at a public hearing on April 7, 2015.

March 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishment of Public Hearing Date for Consideration of the Sale of City-Owned Property for Economic Development Purposes Pursuant to W.S. § 15-1-112(b)(i)(D).

Recommendation:

That Council, by minute action, establish April 7, 2015 as a Public Hearing Date for Consideration of Sale of City-owned Property located south of 321 W. Midwest Ave., and described as a 3,934 SF parcel of vacant land in the SENW Section 9, T33N, R79W, 6th P.M., Natrona County, Wyoming for Economic Development Purposes Pursuant to W.S. § 15-1-112(b)(i)(D).

Summary:

The Casper Artist's Guild is interested in purchasing and redeveloping the above described real property for a use which will benefit the economic development of the municipality.

This property is located in the Old Yellowstone District (OYD) and is adjacent to the ART 321 building that will be owned by the Casper Artist's Guild. The property is a small strip of the former railroad that ran through the area. A walking trail has been built on part of the land, but the balance is too small to build anything. The City had originally planned to do some landscaping on the strip of land to compliment the trail.

The Artist's Guild would like to purchase the land to build a deck to their building, with landscaping and a gathering area for outdoor venues. The OYD promotes outdoor living and playing areas that create a mixed-use experience and vitality for the District. This concept will enhance the redevelopment initiatives along Midwest Avenue.

An appraisal has been completed on the property, and the property was valued at \$31,500. Staff is recommending that this property, following a public hearing, be sold to the Casper Artist's Guild for a use that Council determines will benefit the economic development of the municipality.

March 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

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

Recommendation:

That Council, by resolution, find that the annexation of 23.43-acres, more or less, being unofficially referred to as "The Open Space Addition" complies with W.S. §15-1-402.

Summary:

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

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because the area will serve as open space for the McMurry Business Park PUD (Planned Unit Development), and will be utilized for recreational purposes by residents of the area as well as the general public.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks.

The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a January 20, 2015 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune December 22, 2014 and December 28, 2014; and notice was given as provided by Wyoming State Statute 15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides the support for the findings as required by Statute. The annexation report concludes that “The Open Space Addition” will not be developed, but would be eligible to receive the same services that other properties within the City receive once it’s annexed. The City could provide these services without additional staff, equipment or publicly-funded facility expansion if necessary. The property is adjacent to properties that are already benefitting from City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

CERTIFICATION OF PETITION FOR ANNEXATION

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

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

APPROVED AS TO FORM:

Walke Fremetz

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
V.H. McDonald
City Clerk

10/1/14
Date

“The Open Space Addition”

A parcel of land being incorporated into the McMurry Business Park PUD (Planned Unit Development) described as 23.43-Acres located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming

2014 ANNEXATION REPORT

November, 2014

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is a summary and analysis of the cost of providing basic City services to a parcel of land being incorporated into the McMurry Business Park PUD (Planned Unit Development) described as 23.43-Acres located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

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

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

DEVELOPMENT COSTS

There will not be any publically-funded infrastructure or development costs associated with this annexation. The area is not being proposed for development, and will remain open space. The developer is being required to construct a crushed rock pathway for pedestrians and bicyclists. Ongoing maintenance of the property and the pathway will be the responsibility of the developer and/or a homeowner’s association.

STATUTORY REQUIREMENTS

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

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above).*
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation).*
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below).*
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Sources of Revenue" section below for tax information).*
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above).*

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

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because the area will serve as open space for the McMurry Business Park PUD (Planned Unit Development), and will be utilized for recreational purposes by residents of the area as well as the general public.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to

expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.

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

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

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

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

POLICE DEPARTMENT:

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

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The property will not be developed; therefore, there will be no cost to provide Police Department service.

FIRE DEPARTMENT:

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

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. The property will not be developed; therefore, there will be no cost to provide Fire Department service.

STREET DIVISION:

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

The Street Division will not incur additional capital costs as a result of this annexation. The Street Division will not need to hire additional personnel or purchase additional equipment to service this property. The property will not be developed; therefore, there will be no cost to provide Street Division service.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

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

The City will not incur any additional capital costs associated with providing water and sewer service to the area. There is no new publicly-funded infrastructure required to serve the area, such as storage tanks, booster stations, lift stations or water trunk lines. There will not be additional operational costs. Since the area will not be developed, water and sewer service will not be provided to the addition.

SANITATION DIVISION:

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid

for by user fees and is not funded out of the City general fund. Since the area will not be developed, Sanitation Division service will not be necessary.

PARKS DIVISION:

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

COMMUNITY DEVELOPMENT DEPARTMENT:

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

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate. The property will not be developed; therefore, there will be no cost to provide Community Development Department service.

TRAFFIC DIVISION:

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

The Traffic Division will not require any additional staff or equipment in order to provide Traffic Division service to this subdivision. The property will not be developed; therefore, there will be no cost to provide Traffic Division service.

ENGINEERING DIVISION:

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

Current Engineering Division staff levels and equipment are adequate. There will be no significant cost increase to the Engineering Division as a result of the annexation of the area. The property will not be developed; therefore, there will be no cost to provide Engineering Division service.

SOURCES OF REVENUE

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

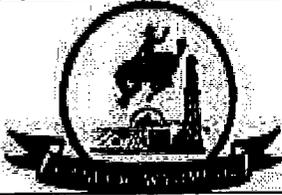
County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property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

CONCLUSION

The property being annexed will not be developed, but would be eligible to receive the same services that other properties within the City receive once it's annexed. The City could provide these services without additional staff, equipment or publicly-funded facility expansion if necessary. The property is adjacent to properties that are already benefitting from City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

APPENDIX

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



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: V.A. Resources LLC and Eastgate Ranch
ADDRESS: PO BOX 50790 Casper, WY 82605 and 2400 Claude Creek Road, Casper, WY 82609
TELEPHONE: _____ EMAIL: _____

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

PROPOSED NAME OF SUBDIVISION: Open Space Addition
ADDRESS: _____
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): Sec. 7, 8 & 18, T.33N., R78W

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 23.43Ac.



NUMBER OF LOTS AND BLOCKS: 1

PRESENT ZONING: UA PROPOSED ZONING: PUD

PRESENT LAND USE: Vacant

PROPOSED LAND USE: Vacant

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

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

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

SIGNATURE OF PROPERTY OWNER: [Handwritten Signature]

SIGNATURE OF PROPERTY OWNER: _____

DATE: 8-25-14

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

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - ANNEXATION MAP/PLAT (22 copies)
 - EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS
600 Annex. fee

FOR OFFICE USE ONLY:
DATE SUBMITTED:
REC'D BY: _____



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: V.A. Resources LLC and Eastgate Ranch
 ADDRESS: PO BOX 50790 Casper, WY 82605 and 2400 Claude Creek Road, Casper, WY 82609
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The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: EASTGATE RANCH

SIGNATURE OF PROPERTY OWNER: [Handwritten Signature]

DATE: 9-10-2014

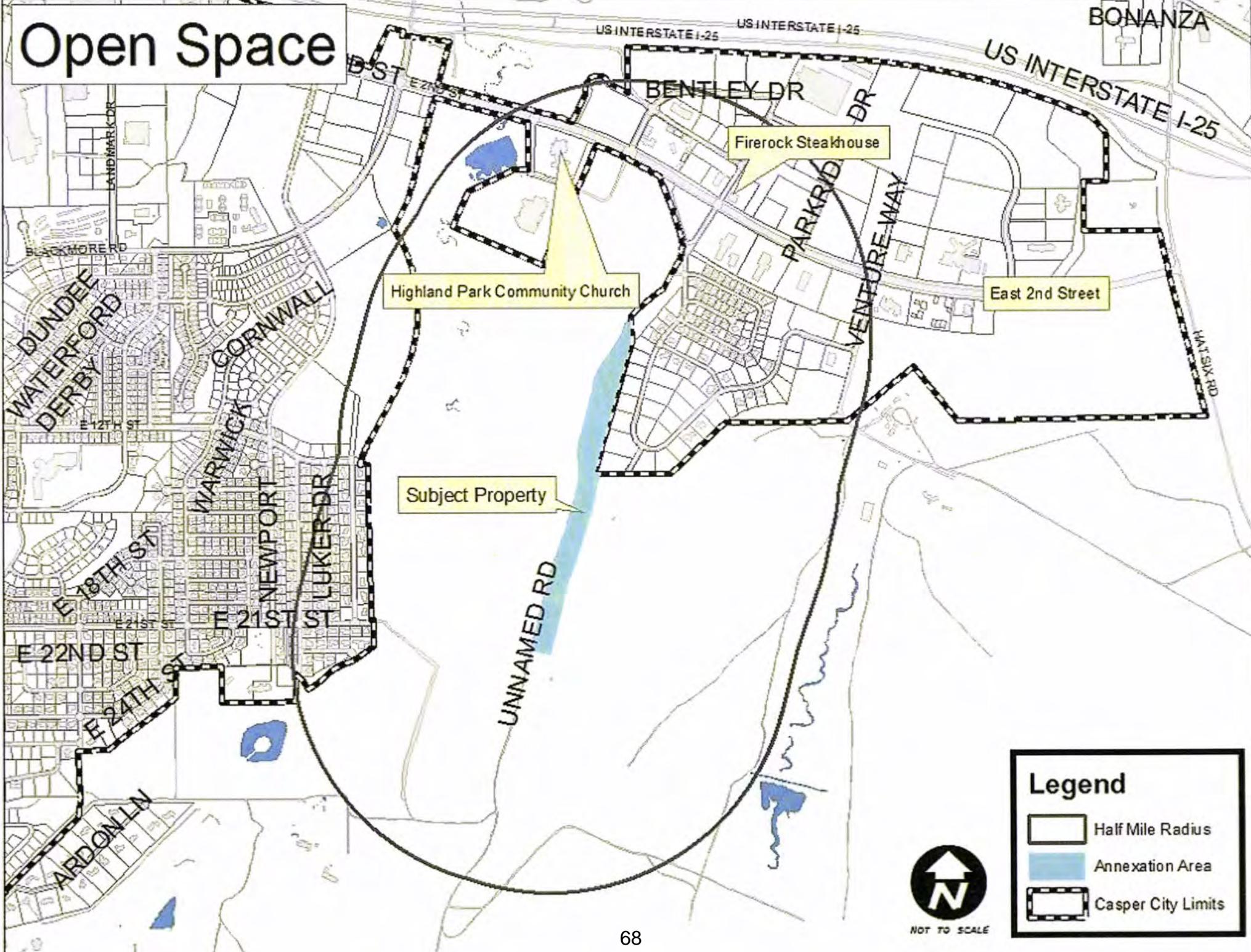
EXHIBIT
B

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

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - ANNEXATION MAP/PLAT (22 copies)
 - EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS
- 600 Annex. fee*

FOR OFFICE USE ONLY:
 DATE SUBMITTED:
SEP 26 2014
 REC'D BY: _____

Open Space

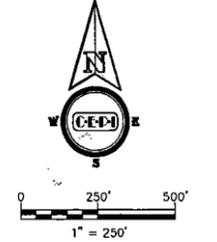
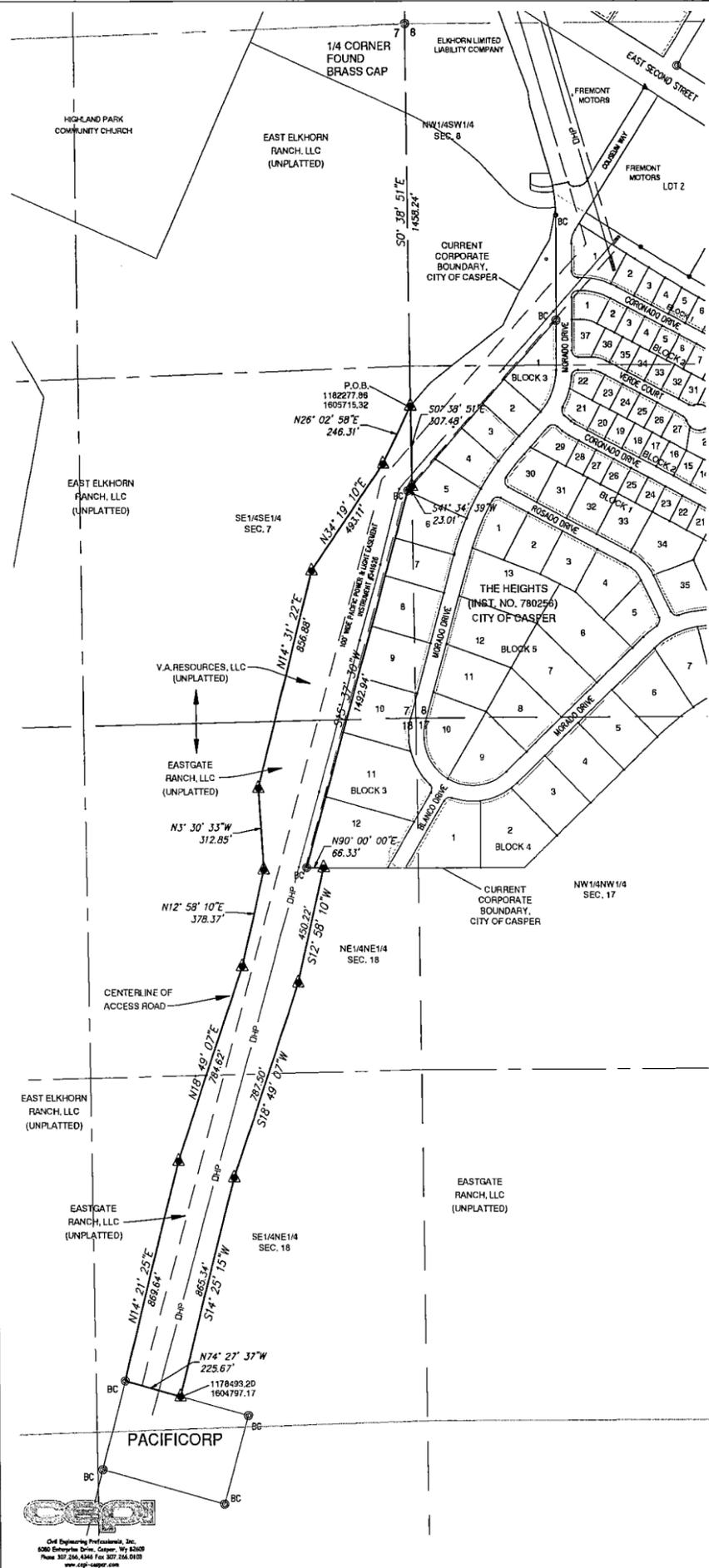


Legend

- Half Mile Radius
- Annexation Area
- Casper City Limits



NOT TO SCALE



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

CERTIFICATE OF ANNEXATION

STATE OF WYOMING }
 COUNTY OF NATRONA } 55

THE UNDERSIGNED, V.A. RESOURCES, LLC, AND EASTGATE RANCH, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SE1/4, SECTION 7, AND THE E1/2, SECTION 18, T.33N., R. 78W., 6th P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE E1/4 CORNER OF SAID SECTION 7;

THENCE S00°38'51"E, ALONG THE EAST LINE OF SAID SECTION 7, 1458.24 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;

THENCE S00°38'51"E, ALONG THE EAST LINE OF THIS PARCEL OF LAND AND ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 7, 307.48 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S41°34'39"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND AND THE WEST LINE OF THE HEIGHTS SUBDIVISION, 23.01 FEET TO A FOUND BRASS CAP AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S15°37'30"W, CONTINUING ALONG SAID COMMON LINE, 1492.94 FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THE HEIGHTS SUBDIVISION;

THENCE N90°00'00"E, ALONG THE SOUTH LINE OF THE HEIGHTS SUBDIVISION, 66.33 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S12°58'10"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 450.22 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S18°49'07"W, CONTINUING ALONG THE EAST LINE OF THIS PARCEL OF LAND, 787.50 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S14°25'15"W, CONTINUING ALONG THE EAST LINE OF THIS PARCEL OF LAND, 865.34 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THIS PARCEL OF LAND, SAID POINT LIES ON THE NORTH LINE OF A PARCEL OF LAND OWNED BY PACIFICORP;

THENCE N74°27'37"W, ALONG THE SOUTH LINE OF THIS PARCEL OF LAND AND ALONG THE NORTH LINE OF SAID PACIFICORP PARCEL, 225.67 FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THIS PARCEL OF LAND AND THE NORTHWEST CORNER OF SAID PACIFICORP PARCEL;

THENCE N14°21'25"E, ALONG THE WEST LINE OF THIS PARCEL OF LAND, AND ALONG THE CENTERLINE OF AN ACCESS ROAD THAT IS THE PROPERTY LINE BETWEEN LANDS OWNED BY EASTGATE RANCH, LLC AND EAST ELKHORN RANCH, LLC, 869.64 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N18°49'07"E, CONTINUING ALONG SAID COMMON LINE, 784.62 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N12°58'10"E, CONTINUING ALONG SAID COMMON LINE, 378.37 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N03°30'33"W, CONTINUING ALONG SAID COMMON LINE, 312.85 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N14°31'22"E, CONTINUING ALONG SAID COMMON LINE, THEN CONTINUING ALONG THE CENTERLINE OF AN ACCESS ROAD THAT IS THE PROPERTY LINE BETWEEN LANDS OWNED BY V.A. RESOURCES, LLC AND EAST ELKHORN RANCH, LLC, 856.88 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N54°19'10"E, CONTINUING ALONG SAID COMMON LINE, 493.11 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N25°02'58"E, CONTINUING ALONG SAID COMMON LINE, 228.83 FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND AS IT APPEARS ON THIS MAP, AND AS DESCRIBED ABOVE, CONTAINS 19.87 ACRES, AND IS ANNEXED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

V.A. RESOURCES, L.L.C.
 P.O. BOX 50790
 CASPER, WYOMING 82605

DORIS McMURRY - MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DORIS McMURRY, THIS _____ DAY OF _____, 201__.

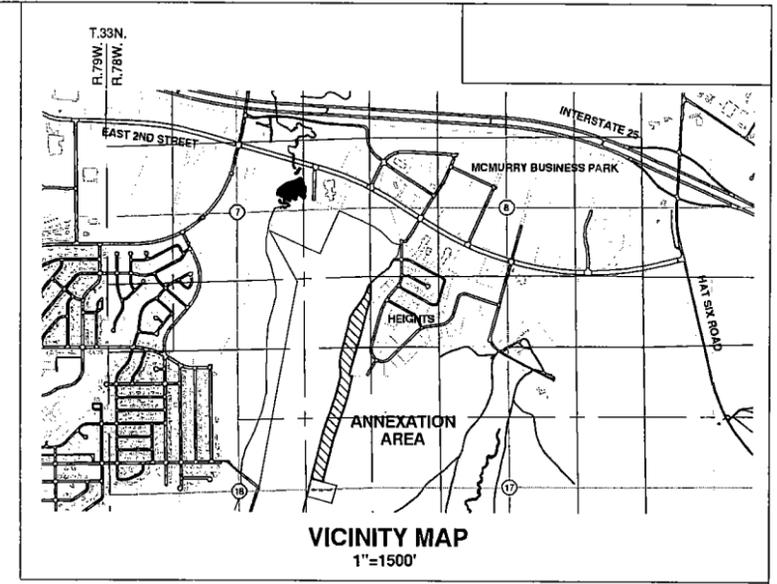
WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC

EASTGATE RANCH, LLC
 2400 CLAUDE CREEK ROAD
 CASPER, WYOMING 82609

ROBERT McMURRY - MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT McMURRY, THIS _____ DAY OF _____, 201__.

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



NOTES:

1. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, CITY OF CASPER GIS SYSTEM.
2. THE NAD83 COORDINATES AT THE POINT OF BEGINNING ARE 1182277.86, 1605715.32. THE CONVERGENCE ANGLE IS 0°44'37.75738, AND THE COMBINED SCALE FACTOR IS 0.999784288.
3. THE ERROR OF CLOSURE EXCEEDS 1/1,000,000.

APPROVALS:

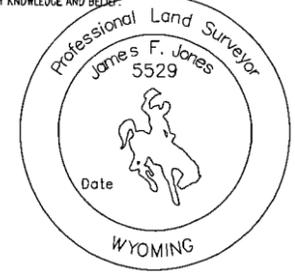
APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 201__.

ATTEST: _____ CITY CLERK
 _____ MAYOR

CERTIFICATE OF SURVEYOR

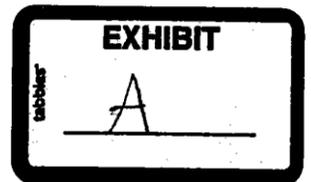
STATE OF WYOMING }
 COUNTY OF NATRONA } 55

I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5529, DO HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JULY AND AUGUST, 2014, AND THAT THIS MAP, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

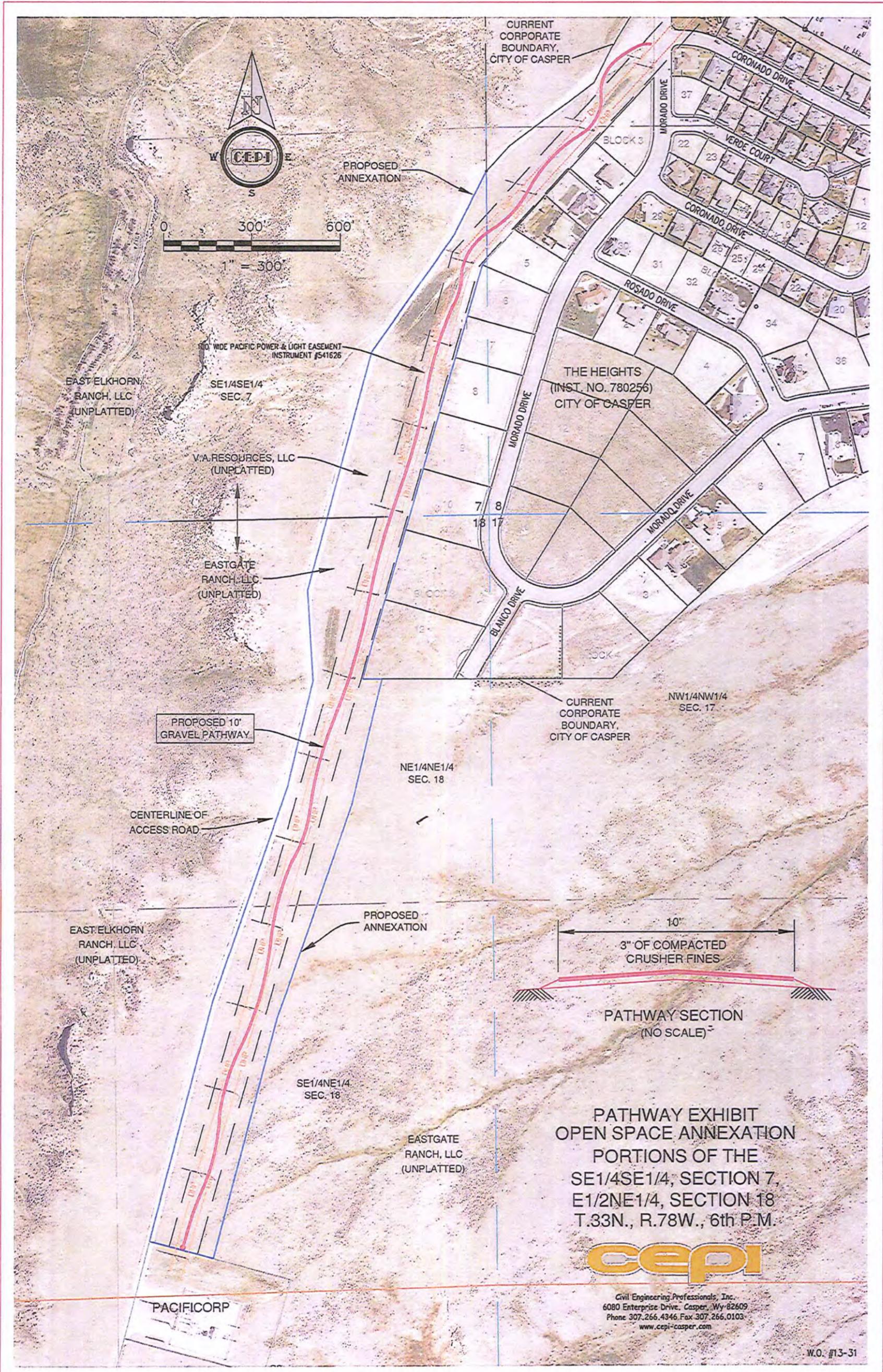


THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES F. JONES THIS _____ DAY OF _____, 201__.

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



ANNEXATION MAP
 OF
 PORTIONS OF THE
 SE1/4SE1/4, SECTION 7,
 E1/2NE1/4, SECTION 18
 T.33N., R.78W., 6th P.M.
 TO THE CITY OF CASPER, WYOMING



**PATHWAY EXHIBIT
OPEN SPACE ANNEXATION
PORTIONS OF THE
SE1/4SE1/4, SECTION 7,
E1/2NE1/4, SECTION 18
T.33N., R.78W., 6th P.M.**



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346, Fax 307.266.0103
www.ceppi-casper.com

W.O. #13-31

EXHIBIT
B

2014 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS

District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	NPWS	CASPER MOUNTAIN	SD #1	
Dist #	0150	0151	0152	0153	0154	0155	0125	0121	0120	
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	
School District #1										
8 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
TOTAL SCHOOL DISTRICT	32.500	32.500								
Community College										
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	
TOTAL COMMUNITY COLLEGE	7.390	7.390								
Natrona County										
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	
TOTAL NATRONA COUNTY	12.000	12.000								
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000				
Sewer, Water & Fire Bonds							8.000			
Fire Protection							3.000	3.000	3.000	
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	75.890	67.890	67.890	

2014 SPECIAL DISTRICTS:

TAX DISTRICT	MILL LEVY
0121 CASPER MOUNTAIN FIRE	3.000
0156 DOWNTOWN DEV AUTHORITY	16.000
0135 EAST VISTA WEST	NONE
NATRONA COUNTY FIRE	3.000
NATRONA COUNTY WEED & PEST	1.000
0125 NORTH PLATTE WATER & SEWER	8.000
0122 PIONEER WATER & SEWER	8.000
0128 WARDWELL WATER & SEWER	8.000

TAXING ENTITIES	MILL LEVY
STATE SCHOOL FOUNDATION	12.000
SCHOO DISTRICT #1	32.500
CASPER COLLEGE	7.390
COUNTY WEED & PEST	1.000
MUNICIPAL LEVIES	8.000
COUNTY FIRE PROTECTION	3.000
CASPER MOUNTAIN FIRE	3.000
NATRONA COUNTY	12.000

IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS
0123 PURSEL LANDS	\$100.00
0124 LAKEVIEW	\$530.00
0126 WESTLAND PARK	\$200.00
0127 RED BUTTE	\$75.00
0129 BURD ROAD	VARIES
0131 RENAUNA	VARIES
0132 SKYLINE RANCHES	VARIES
0136 VISTA WEST/WESTGATE PARK	\$981.00 VARIES
0137 WEBB CREEK	\$700.00
0138 33 MILE ROAD	\$750.00
0139 SANDY LAKE ESTATES	\$100.00
0140 SUNLIGHT	\$100.00

0141 INDIAN SPRINGS	VARRIES
0142 THE ASPENS	\$250.00
0143 PARK EAST RANCHETTES	\$40.00
0144 POISON SPIDER	\$625.00
0146 SKYVIEW / COLMAN	\$200.00
0149 BRANDT-GOTHBERG	VARIES
0160 BLOODY TURNIP	\$180 / \$300
0162 BROOKHURST	\$120.00
0163 EAST HENRIE ROADWAY	\$264.00
0164 BIG RIVER ESTATES	\$250.00
0167 NORTH MOUNTAIN VIEW	\$295.00
0169 MILE HIGH	\$175.00

UTILITIES

Rocky Mountain Power

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

Century Link

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

Century Link

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

Charter

Bob Casados
451 South Durbin Street
Casper, WY 82601

SourceGas

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

ANNEXATION AGREEMENT

A parcel of unplatted land referred to as “The Open Space Addition,” being incorporated into the McMurry Business Park PUD (Planned Unit Development), described as 23.43-Acres located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming

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

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Granite Peak Development, LLC, PO Box 51568, Casper, Wyoming, 82605, (“Owner”).

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex 23.43-acres, more or less, located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming, as depicted in the annexation map, attached hereto as Exhibit “A.”

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Other Requirements:

- a. In order to meet the usable open space requirement of a PUD (Planned Unit Development), as defined in Title 17 of the Casper Municipal Code, a ten (10) foot wide, crushed stone pedestrian/bike pathway/trail shall be provided along the entire length of the open-space, as depicted in Exhibit "B," attached hereto.
- b. Owner shall provide a public access easement, in a form acceptable to the City, for the pedestrian/bike pathway/trail.

SECTION 3 - OBLIGATIONS OF CITY

- 3.1 The zoning of the property shall be PUD (Planned Unit Development), and the property shall be incorporated into the McMurry Business Park PUD (Planned Unit Development) to meet the usable open space requirements of the Casper Municipal Code, as set forth in the Ordinance annexing and zoning the property.
- 3.2 The City shall provide all City services that are customarily available to other residents and property owners within the City.

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by

either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Granite Peak Development, LLC
PO Box 51568
Casper, Wyoming 82605

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:

Walter Trent

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Mayor

WITNESS:

OWNER
Granite Peak Development, LLC

By: Dee Hardy

By: Dan Murrain

Printed Name: Dee Hardy

Printed Name: DAN W. MURRAIN

Title: Administrative Assistant II

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

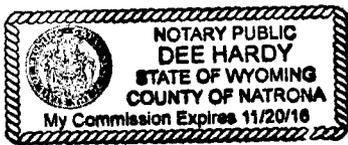
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 12th day of March, 2015 by Dan Guertman as owner for Granite Peak Development, LLC.

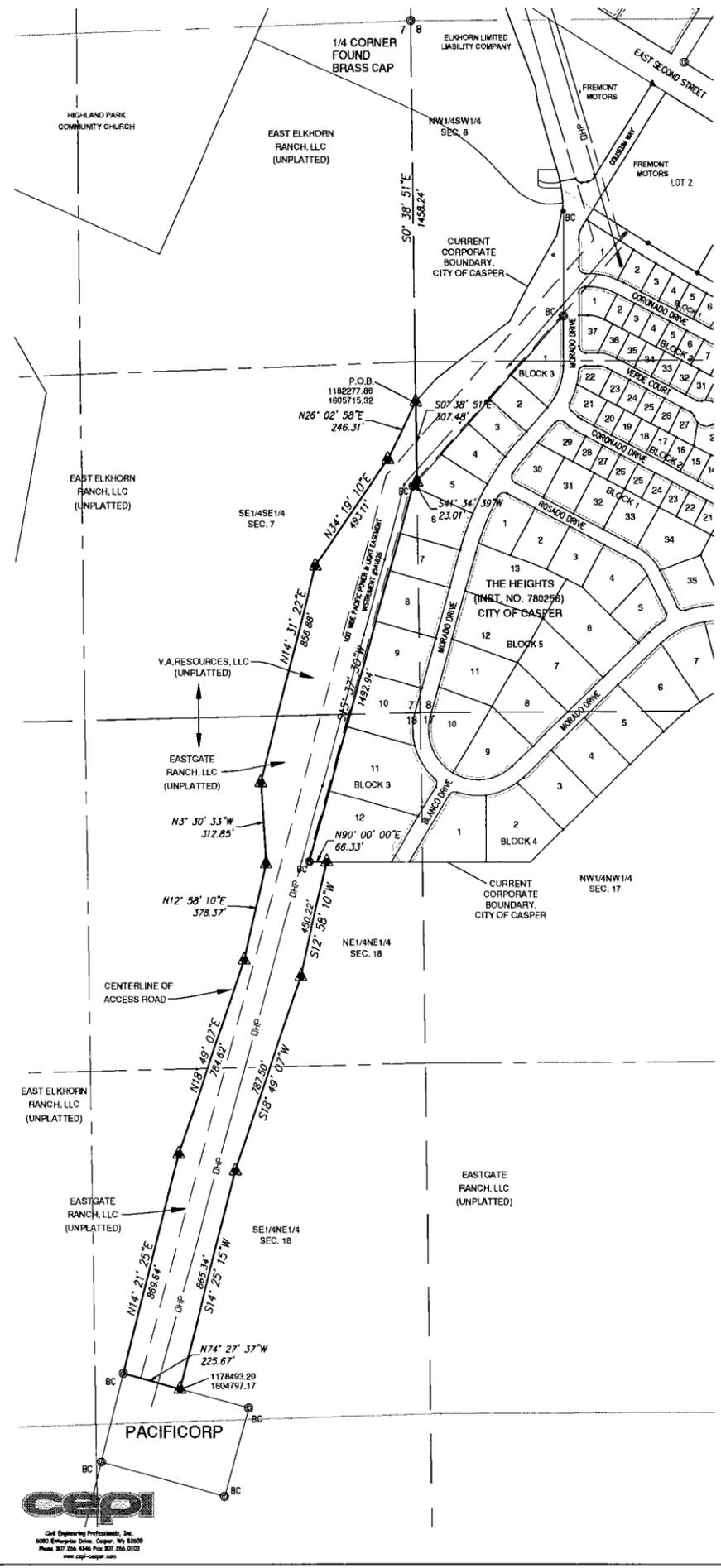
(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

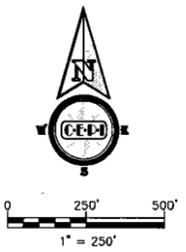


CERTIFICATE OF ANNEXATION

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

THE UNDERSIGNED, V. A. RESOURCES, LLC, AND EASTGATE RANCH, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SE¼ OF SECTION 7, AND THE E½ OF SECTION 18, T.33N., R. 78W., 6th P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- COMMENCING AT A FOUND BRASS CAP MARKING THE EX CORNER OF SAID SECTION 7;
- THENCE S00°38'51"E, ALONG THE EAST LINE OF SAID SECTION 7, 1458.24 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;
- THENCE S00°38'51"E, ALONG THE EAST LINE OF THIS PARCEL OF LAND AND ALONG THE EAST LINE OF THE SE¼ OF SAID SECTION 7, 307.48 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION, SAID POINT BEING LOCATED ON THE WESTERLY BOUNDARY OF THE HEIGHTS SUBDIVISION;
- THENCE S41°34'39"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND AND THE WEST LINE OF THE HEIGHTS SUBDIVISION, 23.01 FEET TO A FOUND BRASS CAP AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE S15°37'30"W, CONTINUING ALONG SAID COMMON LINE, 1492.94 FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THE HEIGHTS SUBDIVISION;
- THENCE N90°00'00"E, ALONG THE SOUTH LINE OF THE HEIGHTS SUBDIVISION, 66.33 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE S12°58'10"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 450.22 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE S18°49'07"W, CONTINUING ALONG THE EAST LINE OF THIS PARCEL OF LAND, 787.50 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE S14°25'15"W, CONTINUING ALONG THE EAST LINE OF THIS PARCEL OF LAND, 865.34 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THIS PARCEL OF LAND, SAID POINT LIES ON THE NORTH LINE OF A PARCEL OF LAND OWNED BY PACIFICORP;
- THENCE N74°27'37"W, ALONG THE SOUTH LINE OF THIS PARCEL OF LAND AND ALONG THE NORTH LINE OF SAID PACIFICORP PARCEL, 225.67 FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF THIS PARCEL OF LAND AND THE NORTHWEST CORNER OF SAID PACIFICORP PARCEL;
- THENCE N14°21'25"E, ALONG THE WEST LINE OF THIS PARCEL OF LAND, AND ALONG THE CENTERLINE OF AN ACCESS ROAD THAT IS THE PROPERTY LINE BETWEEN LANDS OWNED BY EASTGATE RANCH, LLC AND EAST ELKHORN RANCH, LLC, 869.64 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE N18°49'07"E, CONTINUING ALONG SAID COMMON LINE, 784.62 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE N12°58'10"E, CONTINUING ALONG SAID COMMON LINE, 378.37 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE N03°30'33"W, CONTINUING ALONG SAID COMMON LINE, 312.85 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE N14°31'22"E, CONTINUING ALONG SAID COMMON LINE, THEN CONTINUING ALONG THE CENTERLINE OF AN ACCESS ROAD THAT IS THE PROPERTY LINE BETWEEN LANDS OWNED BY V.A. RESOURCES, LLC AND EAST ELKHORN RANCH, LLC, 856.88 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE N34°19'10"E, CONTINUING ALONG SAID COMMON LINE, 493.11 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;
- THENCE N26°02'58"E, CONTINUING ALONG SAID COMMON LINE, 228.83 FEET TO THE POINT OF BEGINNING.



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

THE PARCEL OF LAND AS IT APPEARS ON THIS MAP, AND AS DESCRIBED ABOVE, CONTAINS 19.87 ACRES, AND IS ANNEXED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

V.A. RESOURCES, L.L.C.
 P.O. BOX 50790
 CASPER, WYOMING 82605

 DORIS McMURRY - MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DORIS McMURRY, THIS _____ DAY OF _____, 201__.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

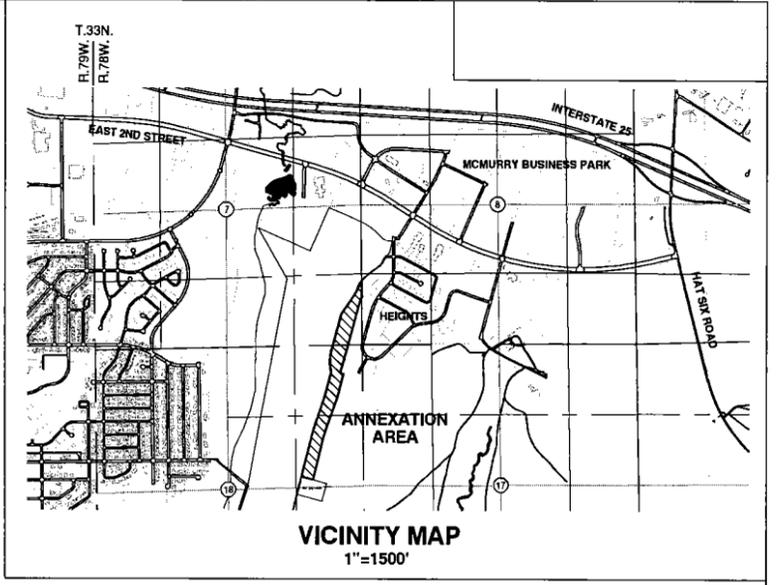
EASTGATE RANCH, LLC
 2400 CLAUDE CREEK ROAD
 CASPER, WYOMING 82609

 ROBERT McMURRY - MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT McMURRY, THIS _____ DAY OF _____, 201__.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC



- NOTES:**
1. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, CITY OF CASPER GIS SYSTEM.
 2. THE NAD83 COORDINATES AT THE POINT OF BEGINNING ARE 1182277.86, 1605715.32. THE CONVERGENCE ANGLE IS 0°44'37.75738, AND THE COMBINED SCALE FACTOR IS 0.999784238.
 3. THE ERROR OF CLOSURE EXCEEDS 1/1,000,000.

APPROVALS:

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 201__.

ATTEST: _____ MAYOR
 _____ CITY CLERK

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

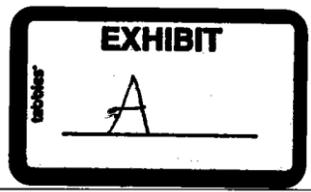
I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5529, DO HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JULY AND AUGUST, 2014, AND THAT THIS MAP, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES F. JONES THIS _____ DAY OF _____, 201__.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC



ANNEXATION MAP
 OF
 PORTIONS OF THE
 SE1/4SE1/4, SECTION 7,
 E1/2NE1/4, SECTION 18
 T.33N., R.78W., 6th P.M.
 TO THE CITY OF CASPER, WYOMING

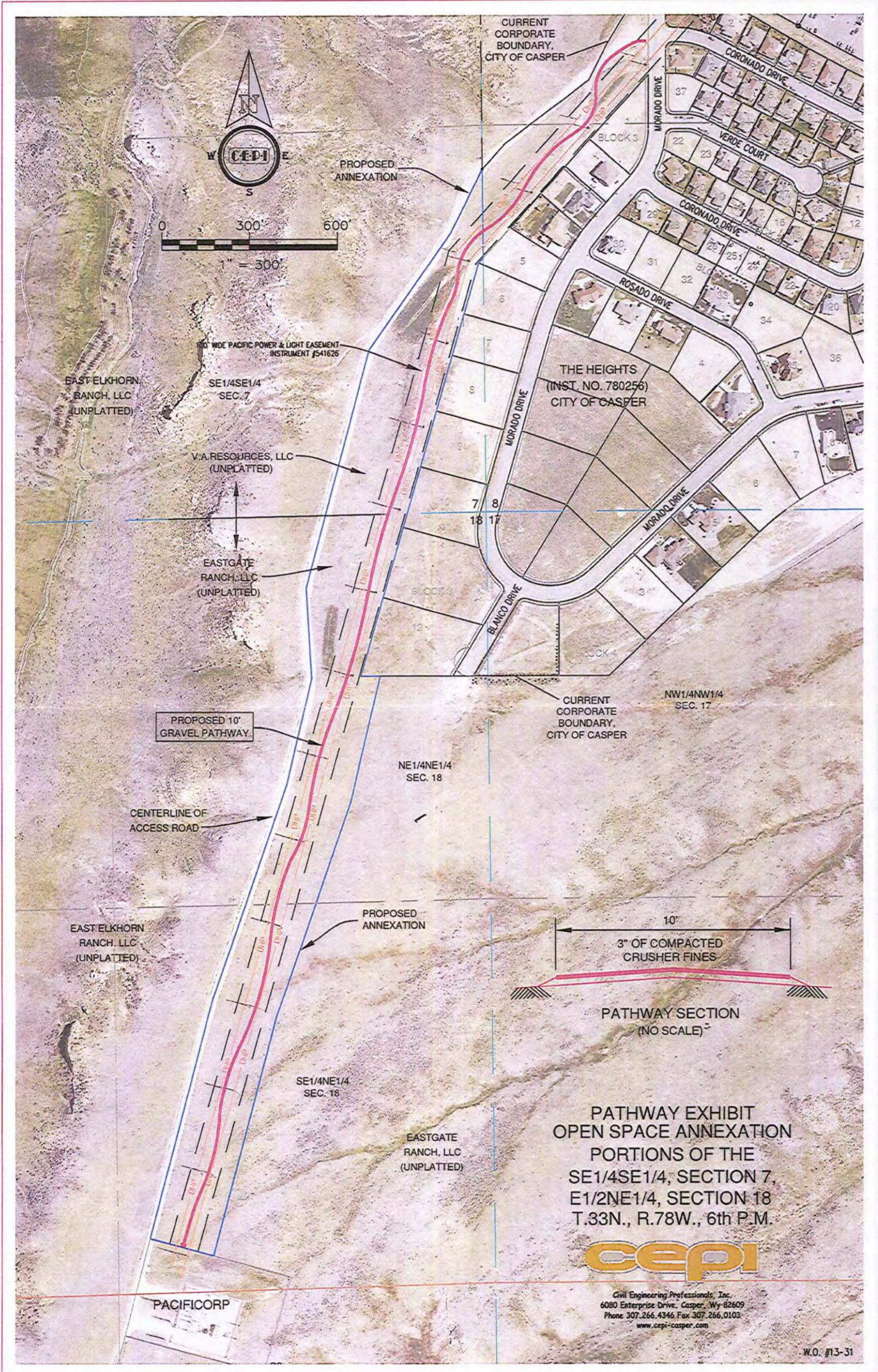
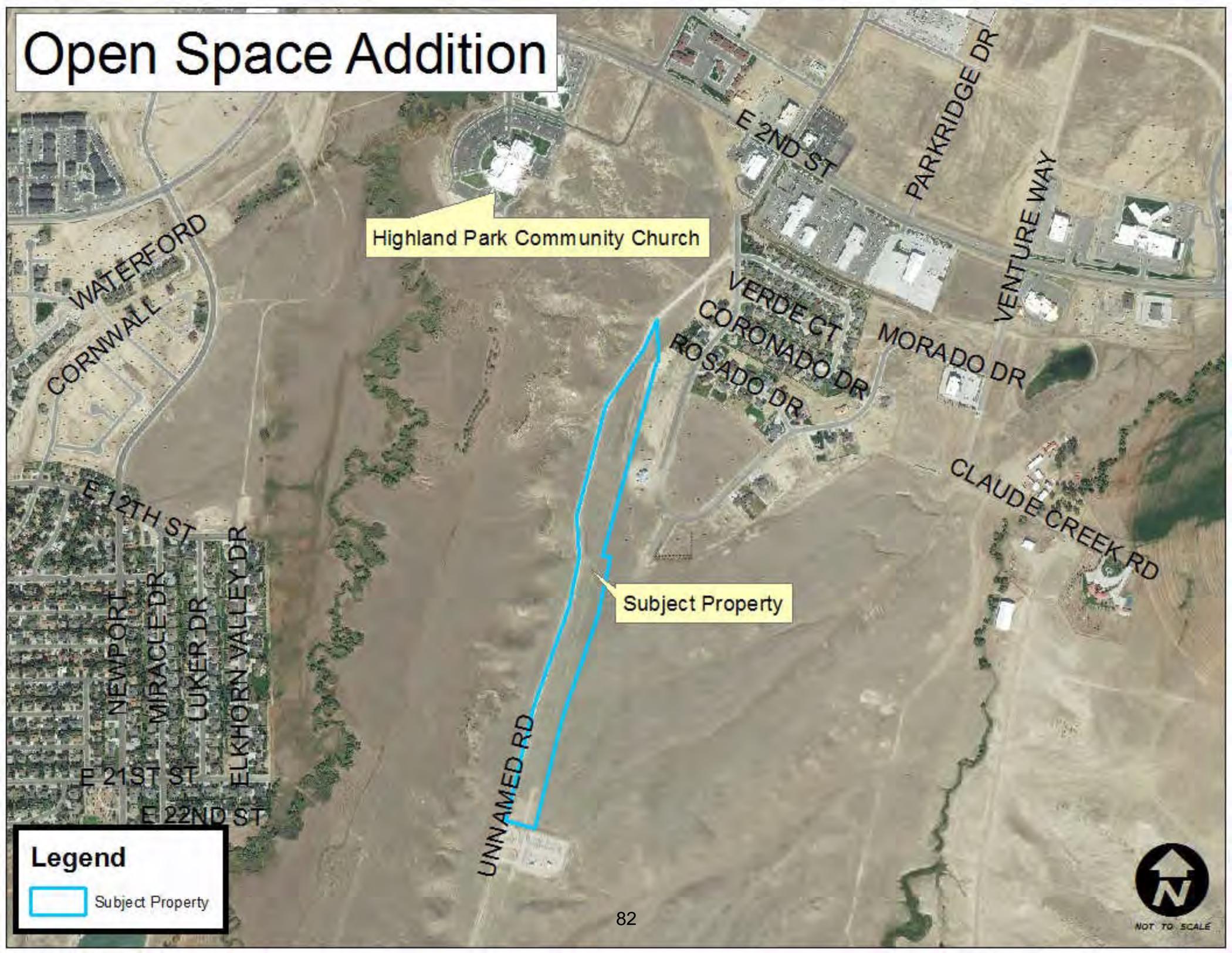


EXHIBIT
B

Open Space Addition



Highland Park Community Church

Subject Property

Legend

 Subject Property



RESOLUTION NO. 15-44

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF 23.43-ACRES, MORE OR LESS, BEING UNOFFICIALLY REFERRED TO AS "THE OPEN SPACE ADDITION."

WHEREAS, the hearing to determine whether or not the above described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings before the property referred to as "The Open Space Addition" is eligible for annexation.

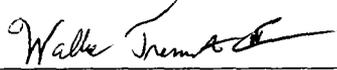
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts are hereby found, based on the record in this matter, by the governing body of the City of Casper.

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

4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a January 20, 2015 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune December 18, 2014 and December 25, 2014; and notice was given as provided by Wyoming State Statute 15-1-405.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 201____ .

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

CHARLIE POWELL
Mayor

ORDINANCE NO. 30-14

AN ORDINANCE APPROVING THE ANNEXATION OF 23.43-ACRES, MORE OR LESS, REFERRED TO AS “THE OPEN SPACE ADDITION,” AND ZONING SAID PROPERTY PUD (PLANNED UNIT DEVELOPMENT) AND INCORPORATING IT INTO THE MCMURRY BUSINESS PARK PUD (PLANNED UNIT DEVELOPMENT); AND ALSO APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

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

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

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

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

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

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

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

SECTION 1:

The annexation of 23.43-acres, more or less, being unofficially referred to as “The Open Space Addition,” located in the SE1/4SE1/4 Section 7, W1/2SW1/4 Section 8, and E1/2NE1/4 Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming, being more specifically depicted in Exhibit “A” of the associated Annexation Agreement, is hereby approved and said area is

included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

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

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

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the _____ day of _____, 2014.

APPROVED AS TO FORM:

Walter Trumbull

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Mayor

March 4, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Appeal of decision of Planning and Zoning Commission to deny a Conditional Use Permit for a manufactured mobile home in an M-1 (Limited Industrial) zoning district, on Lots 25-28, Block 10, Burlington Addition, located at 1154 East Burlington Avenue.

Recommendation:

Staff recommends that the City Council uphold the Planning and Zoning Commission's decision to deny a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street.

Code Compliance:

Section 17.12.240(G) of the Casper Municipal Code states that no Conditional Use Permit shall be granted unless the Commission finds the following:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

When making the decision for a Conditional Use Permit, the Commission shall consider the scale of the operation and relationship to other similar issues as expressed in the six (6) considerations outlined in Section 17.12.240(H) as listed below.

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.

- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

Pursuant to Section 17.12.240(I) of the Casper Municipal Code, the Commission may impose reasonable conditions on a Conditional Use Permit, including, but not limited to, time limitations, requirements that one or more things be done before construction is initiated, or conditions of an ongoing nature. By way of illustration, not limitation, the following limitations or modifications can be placed upon a Conditional Use Permit, to the extent that such conditions are necessary to insure compliance with the criteria of Section 17.12.240(G) and (H):

- 1. Size and location of site;
- 2. Street and road capacities in the area;
- 3. Ingress and egress to adjoining public streets;
- 4. Location and amount of off-street parking;
- 5. Internal traffic circulation systems;
- 6. Fencing, screening, and landscaped separations;
- 7. Building bulk and location;
- 8. Usable open space;
- 9. Signs and lighting; and,
- 10. Noise, vibration, air pollution and other environmental influences.

Summary:

Dasa Moore and Jessica Moore applied for a Conditional Use Permit for the placement of a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, on the property described as Lots 16-17, Block 2, Burlington Addition. The subject property is currently vacant, consists of two platted lots, each approximately 3,250 square feet in area, and is zoned M-1 (Limited Industrial). Residential uses are not listed as permitted uses in the M-1 (Limited Industrial) zoning district. All surrounding zoning in the area is M-1 (Limited Industrial). The land uses in the area are a mix of non-conforming residential uses and industrial/commercial uses. Section 17.80.030 of the Casper Municipal Code lists “manufactured homes (mobile), necessary for safety or security reasons, in conjunction with the principal use and occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use,” as a Conditional Use in the M-1 (Limited Industrial) zoning district, requiring the approval of the Planning and Zoning

Commission pursuant to the procedures and necessary findings of Section 17.12.240 of the Municipal Code.

The applicants have stated that they intend to operate an outdoor storage business on the property, and that the mobile home would be utilized for security purposes. To date, no outdoor storage business has been shown to be operating on the property. Staff included, in its recommendation, several conditions of approval for the Planning and Zoning Commission's consideration to address staff's concerns about the proposal. Those conditions are listed below, and **should the City Council decide to overturn the Planning and Zoning Commission's decision, and approve the Conditional Use Permit, staff requests that the four (4) conditions below be included.**

1. Prior to the placement of a mobile home on the property, a legitimate, properly designed, and functioning business shall exist on the site.
2. The business on the site shall be required to obtain site plan approval, and shall meet all minimum standards of the Casper Municipal Code, including, but not limited to, landscaping, paving, buffering, screening, parking and access.
3. Pursuant to Section 17.84.030 of the Casper Municipal Code, the mobile home shall only be occupied as necessary for safety or security reasons, in conjunction with the principal business use of the property, and shall be occupied only by persons responsible for security in the principal use. If said business is ever discontinued, or if ownership of the business portion of the property is separated from the residential portion of the property, the mobile home shall be immediately removed from said property, with or without notice from the City.
4. Pursuant to Section 17.12.240(I) of the Casper Municipal Code, if the Conditional Use Permit has not been exercised, and all requirements completed within a year from the date of issuance, the Conditional Use Permit shall be void, and have no further force or effect.

The first recommended condition of approval requires proof that the applicants are operating a functioning business on the property to ensure that the approval of a Conditional Use Permit for a mobile home for security purposes is for a legitimate reason, and not being used to circumvent the Municipal Code's prohibition on residential uses in the M-1 (Limited Industrial) zoning district. The mobile home will not be eligible to receive the necessary building permits for placement on the lot and occupancy until the business is approved and functioning.

The second recommended condition requires that the outdoor storage business obtain site plan approval so that issues such as paving, access, screening and fencing can be properly designed and constructed. The third condition reiterates the Municipal Code's requirement that the purpose of allowing a mobile home in the M-1 (Limited Industrial)

zoning district must be related to security for a business. If it is found that the mobile home is not being utilized for security for a functioning business, then the Conditional Use Permit will become void, or be revoked, and the mobile home will have to be immediately removed from the property.

The final condition of approval reiterates the requirement of Section 17.12.240(I) which states that the Conditional Use Permit must be “exercised” and all work completed within a year, or the Conditional Use Permit becomes void, and of no further effect. In this case, “exercised” means that all conditions of approval will have been met and are of a continuing nature.

The general area surrounding the subject property has many non-conforming residential uses. Section 17.12.010 of the Municipal Code states:

“It is the intent of this title to permit legal nonconforming lots, structures, or uses to continue until they are removed or abandoned but not to encourage their continuance.”

Most of the non-conforming residential structures in this area pre-date the current regulations prohibiting residential uses under the area’s current zoning classification. The Comprehensive Land Use Plan shows the desired long-term land use of this area to be industrial; therefore, a zone change of the area to make the existing residences permitted uses could not be supported at this time. The Comprehensive Land Use plan will be updated within the next 1-2 years, and this particular area warrants additional study to determine if the Land Use Plan should change with respect to the desired future zoning of this area. It is possible that, given the number of residences in this area, the future land use designation of the area could be changed to encourage the existing residential uses to continue as conforming, permitted uses.

With one Commissioner absent, the Planning and Zoning Commission was evenly split, three (3) to three (3-3), on a motion to approve the Conditional Use Permit, with the conditions, as recommended by staff. Lacking the fourth vote necessary for an approval, the motion failed, and the Conditional Use Permit was denied. The applicant and one (1) citizen spoke in favor of the Conditional Use Permit, and there were no public comments opposing the Conditional Use Permit. Those on the Planning and Zoning Commission on the prevailing side who did not support the approval of the requested Conditional Use Permit voiced concerns over the lack of an existing and functioning business on the site, the lack of available room on the site for an outdoor storage business once a mobile home is placed on the property, and the intent of the Municipal Code to not allow residential uses in an industrially zoned area, except as necessary for security purposes for a business. Section 17.12.240(L) of the Casper Municipal Code allows any person aggrieved or adversely affected by the final decision of the Commission to appeal the decision to the City Council within ten (10) calendar days. The City received a request from the applicant to appeal the decision within the statutory ten-day appeal period.

Dee Ann Hardy

From: Sandra Hutchison <hutchs@bresnan.net>
Sent: Thursday, March 05, 2015 11:27 AM
To: Dee Ann Hardy
Subject: ZONING

I , BILL HUTCHISON, OPPOSE ZONING OF 440 N. WASHINGTON, FOR A CONDITIONAL USE PERMIT.

THANK YOU
BILL HUTCVHISON

440 N Washington Street



Dallson Park

Legend

 Subject Property



NOT TO SCALE

Community Dev. Jm

~~Natrona County Planning Dept~~
Attn: Craig Collins

Feb. 6th, 2015

Ref: 440 N. Washington

This letter is to formally inform you of our desire to appeal the decision made by the zoning board on 1/27/15. We would like the opportunity to present our case before the city council at the earliest opportunity. Thank you for all your help in navigating this process.

Thank you,

J Moore

Dasa and Jessica Moore

428 N. Washington

Casper, WY 82601

307-277-7358

FEB - 6 2015

CITY OF CASPER, WYOMING
PLANNING AND ZONING COMMISSION
PUBLIC HEARING

CONDITIONAL USE PERMIT

JANUARY 27, 2015

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Case PLN-15-003-C

The Planning and Zoning Commission of the City of Casper held a public hearing at 6:00 p.m., January 27, 2015, in the City Council Chambers, City Hall, 200 North David, Casper, Wyoming, to consider the following:

PLN-15-003-C – Petition for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street. Applicant: Dasa Moore and Jessica Moore.

FINDINGS OF FACT:

1. Dasa Moore and Jessica Moore applied for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street.
2. The subject property is currently vacant, zoned M-1 (Limited Industrial), and residential uses are not listed as a permitted use in the M-1 (Limited Industrial) zoning district.
3. Section 17.80.030 of the Casper Municipal Code lists “manufactured homes (mobile), necessary for safety or security reasons, in conjunction with the principal use and occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use,” as a Conditional Use in the M-1 (Limited Industrial) zoning district, requiring the approval of the Planning and Zoning Commission pursuant to the procedures and necessary findings of Section 17.12.240 of the Municipal Code.
4. The petition for the Conditional Use Permit was submitted at least thirty (30) days prior to the Planning and Zoning Commission public hearing, as required by the Casper Municipal Code.
5. Property owners within a three hundred (300) foot radius of the perimeter of the property were notified by first class mail of the date, time, and place of the public hearing, as required in Section 17.12.240(D) of the Casper Municipal Code.

6. The property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code.
7. Commissioner Bob King made a motion to approve the Conditional Use Permit with the four (4) conditions, and for the two (2) reasons and six (6) findings, as presented in the staff report. Commissioner Montie Henrie seconded the motion to approve. The Planning and Zoning Commission voted three (3) in favor of approval, and three (3) in opposition. Lacking the four (4) affirmative votes required for passage, the motion to approve the Conditional Use Permit failed.

CONCLUSIONS OF LAW:

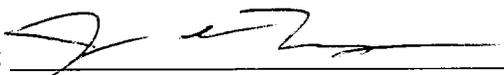
Based on the foregoing findings, the Commission has jurisdiction over the proposed Conditional Use pursuant to Section 17.12.240 of the Casper Municipal Code Zoning Ordinance of the City of Casper. NOW, THEREFORE, the Planning and Zoning Commission hereby **denies** a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street.

DATED this 27th day of January, 2015.

APPROVED AS TO FORM:



CITY OF CASPER
PLANNING AND ZONING COMMISSION

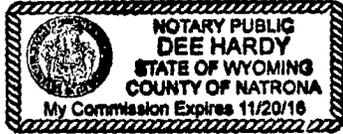
By: 
_____ James Holloway, Chairman

By: 
_____ Liz Beecher, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 4th day of February, 2015 by James Holloway as Chairman of the Planning and Zoning Commission of the City of Casper.

(Seal)



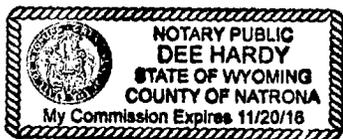
Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of February, 2015 by Liz Becher as Secretary of the Planning and Zoning Commission of the City of Casper.

(Seal)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

**PLANNING AND ZONING MEETING
TUESDAY, JANUARY 27, 2015
CITY COUNCIL CHAMBERS**

These minutes are a summary of the meeting. For full details view online at www.casperwy.gov on the Planning Commission web page. The Planning and Zoning Commission held a meeting at 6:00 p.m., on Tuesday, January 27, 2015, in the Council Chambers, City Hall, 200 North David Street, Casper, Wyoming.

Members Present: James Holloway
Monte Henrie
Bob King
Randy Hein
Ryan Waterbury
Don Redder

Absent Members: Mary England

Others present: Liz Becher, Community Development Director
Craig Collins, City Planner
Aaron Kloke, Planner I
Dee Hardy, Administrative Assistant II
Wallace Trembath, Assistant City Attorney
Jessica Moore, 428 North Washington Street
Dennis Steensland, 533 South Washington Street

II. ELECTION OF OFFICERS

Mr. Trembath called the meeting to order, explained the election process, and advised the Planning & Zoning Commission to elect a substitute presiding officer for the election process.

Mr. Trembath opened the floor for nominations for the position of substitute presiding officer. Mr. Waterbury nominated Mr. Holloway for substitute presiding officer. The motion was seconded by Mr. Henrie. All present voted aye. Mr. Holloway was elected substitute presiding officer.

Mr. Holloway opened the floor for nominations for the position of Vice-Chairman. Mr. Hein nominated Mr. Waterbury for Vice-Chairman. Mr. Redder nominated himself. All present voted by ballot. Mr. Trembath and Ms. Hardy collected the ballots and left the room to count the them. Mr. Redder was elected Vice-Chairman for 2015.

Mr. Holloway opened the floor for nominations for the position of Chairman. Mr. Redder nominated Mr. Holloway for Chairman. All those present voted aye. Mr. Holloway was elected Chairman for 2015.

III. MINUTES OF THE PREVIOUS MEETING

Chairman Holloway asked if there were additions or corrections to the minutes of the December 11, 2014 Planning & Zoning Commission meeting.

There being none, Chairman Holloway called for a motion to approve the minutes of the December 11, 2014 Planning & Zoning Commission.

Mr. Henrie made a motion to approve the minutes of the December 11, 2014 meeting. The motion was seconded by Mr.Redder. All those present voted aye. Minutes approved.

IV. PUBLIC HEARING

The Chairman advised that the first item on the agenda is:

PLN-14-068-S – *(Continued from November 25, 2014)* Planned Unit Development (PUD) site plan amendments to the Greenway Park PUD (also known as “The Preserve”); and detailed site plan approval for Phase III, “The Enclave at Greenway Park,” Said amendment to the PUD propose to increase the allowable site density from a maximum of 429 dwelling units to a maximum of 530 dwelling units, and is reconfiguring the overall site and street layout. The Greenway Park PUD is generally located north of East 21st Street and east of South Missouri Avenue. Applicant: Haystack Properties, LLC.

PLN-14-067-R – *(Continued from November 25, 2014)* Petition to vacate and replat all of Lots 15 – 32, inclusive, Cloud Peak Lane, and a Portion of Tract G, Greenway Park II, to create Greenway Park III, comprising 15.095-acres, more or less, generally located north of East 21st and east of South Missouri Streets. Applicant: Haystack Properties, LLC.

Aaron Kloke, Planner I, presented the staff report and recommended that the Planning and Zoning Commission, table these cases.

Chairman Holloway entertained a Motion to table case PLN-14-067-R.

Mr. Redder made a motion table case PLN-14-067-R. The motion was seconded by Mr. Waterbury. All those present voted aye. Motion carried.

Chairman Holloway entertained a Motion to table case PLN-14-068-S.

Mr. Henrie made a motion table case PLN-14-068-S. The motion was seconded by Mr. Waterbury. All those present voted aye. Motion carried.

The Chairman advised that the next item on the agenda is:

PLN-15-001-RZ – Petition to vacate and replat all of Sunrise Hills No. 3, with portions of Sunrise Hills No. 9, Sunrise Hills Addition No. 12, Garden Creek Hills Patio Homes No. 1, and Tract A, and Harmony Hills No. 1, to create Harmony Hills Addition No. 2, comprising 106.16-acres, more or less, generally located at the southeast intersection of South Poplar Street and SE Wyoming Boulevard; and rezoning of said property from PUD (Planned Unit Development) and C-2 (General Business) to R-2 (One Unit Residential) and PUD (Planned Unit Development). Applicant: High Plains Investments, LLC.

Aaron Kloke, Planner I, presented the staff report and recommended that the Planning and Zoning Commission table this case.

Chairman Holloway entertained a motion to table PLN-15-001-RZ.

Mr. King made a motion to table case PLN-15-001-RZ. The motion was seconded by Mr. Hein. All those present voted aye. Motion carried.

The Chairman advised that the next item on the agenda is:

PLN-15-003-C – Petition for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street. Applicant: Dasa Moore and Jessica Moore.

Aaron Kloke, Planner I, presented the staff report and recommended that the Planning and Zoning Commission approve the request for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, with the following conditions, two (2) Reasons and Findings A-F listed in the staff report:

1. Prior to the placement of a mobile home on the property, a legitimate, properly designed, and functioning business shall exist on the site.
2. The business on the site shall be required to obtain site plan approval, and shall meet all minimum standards of the Casper Municipal Code, including, but not limited to, landscaping, paving, buffering, screening, parking and access.
3. Pursuant to Section 17.84.030 of the Casper Municipal Code, the mobile home shall only be occupied as necessary for safety or security reasons, in conjunction

with the principal business use of the property, and shall be occupied only by persons responsible for security in the principal use. If said business is ever discontinued, or if ownership of the business portion of the property is separated from the residential portion of the property, the mobile home shall be immediately removed from said property, with or without notice from the City.

4. Pursuant to Section 17.12.240(I) of the Casper Municipal Code, if the Conditional Use Permit has not been exercised, and all requirements completed within a year from the date of issuance, the Conditional Use Permit shall be void, and have no further force or effect.

Ms. Kloke entered five (5) exhibits into the record.

Chairman Holloway opened the public hearing and asked for the person representing the case to come forward and explain the application.

Jessica Moore, 428 North Washington Street, stated that her husband's family has lived on North Washington Street for over 60 years. Approximately five years ago they bought the property located at 440 North Washington Street, and tore down the existing run down structure. She is proposing an outdoor storage business for dump trailers, snow mobiles, and other small construction items with a mobile home for security reasons since the subject property is located in a crime prone area. She advised that she would not be comfortable having friends leave equipment there without supervision.

Mr. Henrie asked if she would be living in the mobile home and would there be a fence.

Ms. Moore replied yes she and her husband would live there and she has been pricing fence materials, not sure if the fence will be wood or chain link, but it would be 6 feet tall enclosing the entire property. She advised that gravel would be used in the beginning, but has plans for concrete in the future.

Mr. King asked if she currently resides at the adjacent property?

Ms. Moore replied yes, that she and her husband reside with her mother in law in the home adjacent to the property.

Mr. Redder inquired when she planned to start the business.

Ms. Moore advised that she would not want to run the business unless the mobile home had been placed on the property.

Mr. Waterbury asked staff for the dimensions of the lot or lots, looking at the sketch provided by the applicant, with the placement of a mobile home there does not appear to be a lot of usable space.

Mr. Collins stated that there were two (2) lots and they were approximately 25 feet by 131 feet.

Ms. Moore stated the house that was torn down was not usable, and this is a way to use the property, live on it and make some income.

Chairman Holloway stated that if she resided with her mother in law there would be more usable lot space for potential income.

Ms. Moore answered the way the home is set up it would not enable her to get to the lot in a hurry. She advised there was a difference in looking out the back window or running around the house.

Mr. King stated in a photo provided he could see a trailer on a lot behind her property.

Ms. Moore advised that was the back lot of a business, and the trailer was probably a portable that they used on jobs.

Mr. Hein suggested that she look into some type of a security camera system. She could add as many bells and whistles that she wanted and it could possibly be cheaper than placing a mobile home on the property for the same purpose.

Chairman Holloway noted the number of conditions placed on this Conditional Use Permit and asked staff what guidelines quantify a business.

Mr. Collins advised that an approved site plan, indicating ingress and egress, landscaping and screening, which are all requirements imposed on a business would answer many questions and once constructed, in good faith, would be considered a business.

Chairman Holloway points out that if this trailer would be allowed they have a year to complete all of the conditions. He asks staff when 364 day count began?

Mr. Collins advised the wording in the code states it must be completed within a year.

Chairman Holloway inquires if it is not completed is the Conditional Use Permit revoked.

Mr. Collins advised the Conditional Use Permit automatically becomes void. The trailer would not be permitted there until all the conditions listed in the staff report have been met.

Chairman Holloway asked for anyone wishing to comment in favor of or opposition to this case.

Dennis Steensland, 533 South Washington Street, asked how many spots would be available to rent, and wanted to know if that was critical or not. Sounds like a way to

improve the neighborhood. The rules, regulations, and zoning are keeping Ms. Moore from using this property.

There being no others to speak, Chairman Holloway closed the public hearing and entertained a motion to approve, approve with conditions, deny, or table PLN-15-003-C.

Mr. King made a motion to approve case PLN-15-003-C, the request for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, with Conditions #1-4, for the two (2) Reasons and Findings A-F listed in the staff report. The motion was seconded by Mr. Hein. All those present voted aye with the exception of Mr. Redder, Mr. Waterbury and Chairman Holloway who vote nay. Motion failed.

The Chairman advised that the next item on the agenda is:

PLN-15-004-C – Petition for a Conditional Use Permit for an off-premises sign (billboard), in a C-2 (General Business) zoning district, on Lot 3, Scotthill Ret Center Phase II, Lot 3, located at 4710 East 2nd Street. Applicant: Powder River Partners, LLC.

Aaron Kloke, Planner I, presented the staff report and recommended that the Planning and Zoning Commission continue Case #PLN-15-004-C to the February 24, 2015 public hearing.

Chairman Holloway entertained a motion to continue Case # PLN-15-004-C, to the February 24, 2015 public hearing.

Mr. Redder made a motion to continue Cases # PLN-15-004-C to the February 24, 2015 public hearing. The motion was seconded by Mr. Henrie. All those present voted aye. Motion carried.

V. COUNCIL ACTIONS:

There were none.

VI. SPECIAL ISSUES:

There were none.

VII. COMMUNICATIONS:

A. Commission:
There were none.

B. Community Development Director:
Ms. Becher welcomed the new members to the Planning and Zoning Commission, Randy Hein and Bob King. She thanked the Commission

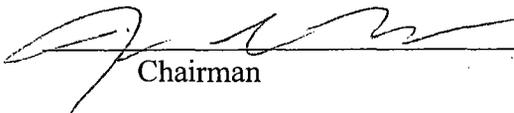
for a great job and asked which day of the week worked best for Commissioners to have training, Wednesday was selected. She stated that the training would be the third week of February to allow time to publish in the Casper Star-Tribune. She advised that beginning in March the Council Chambers would be upgraded with a new sound system, flat screens and a voting system that could be used by City Council and the Planning and Zoning Commission. She informed them that Councilman Steve Cathey would be the Liaison for 2015.

C. Other Communications:
There were none.

D. Council Liaison:
There were none.

VIII. ADJOURNMENT

Chairman Holloway called for a motion for the adjournment of the meeting. A motion was made by Mr. Redder and seconded by Mr. Waterbury to adjourn the meeting. All present voted aye. Motion carried. The meeting was adjourned at 6:56 p.m.


Chairman


Secretary

January 23, 2015

MEMO TO: Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-15-003-C** – Petition for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street. Applicant: Dasa Moore and Jessica Moore.

Recommendation:

In the absence of information that may be presented during the public hearing, staff recommends that the Planning and Zoning Commission approve the request for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, with the following conditions:

1. Prior to the placement of a mobile home on the property, a legitimate, properly designed, and functioning business shall exist on the site.
2. The business on the site shall be required to obtain site plan approval, and shall meet all minimum standards of the Casper Municipal Code, including, but not limited to, landscaping, paving, buffering, screening, parking and access.
3. Pursuant to Section 17.84.030 of the Casper Municipal Code, the mobile home shall only be occupied as necessary for safety or security reasons, in conjunction with the principal business use of the property, and shall be occupied only by persons responsible for security in the principal use. If said business is ever discontinued, or if ownership of the business portion of the property is separated from the residential portion of the property, the mobile home shall be immediately removed from said property, with or without notice from the City.
4. Pursuant to Section 17.12.240(I) of the Casper Municipal Code, if the Conditional Use Permit has not been exercised, and all requirements completed within a year from the date of issuance, the Conditional Use Permit shall be void, and have no further force or effect.

Code Compliance:

Staff has complied with all requirements of Section 17.12.240 of the Casper Municipal Code pertaining to Conditional Use Permits, including notification of property owners within three

hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star Tribune. Staff has not received any public comment regarding this case.

Section 17.12.240(G) of the Casper Municipal Code states that no conditional use permit shall be granted unless the Commission finds the following:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

When making the decision for a Conditional Use Permit, the Commission shall consider the scale of the operation and relationship to other similar issues as expressed in the six (6) considerations outlined in Section 17.12.240(H) as listed below.

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.
- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

Pursuant to Section 17.12.240(I) of the Casper Municipal Code, the Commission may impose reasonable conditions on a Conditional Use Permit, including, but not limited to, time limitations, requirements that one or more things be done before construction is initiated, or conditions of an ongoing nature. By way of illustration, not limitation, the following limitations or modifications can be placed upon a Conditional Use Permit, to the extent that such conditions are necessary to insure compliance with the criteria of Section 17.12.240(G) and (H):

1. Size and location of site;
2. Street and road capacities in the area;
3. Ingress and egress to adjoining public streets;
4. Location and amount of off-street parking;
5. Internal traffic circulation systems;

6. Fencing, screening, and landscaped separations;
7. Building bulk and location;
8. Usable open space;
9. Signs and lighting; and,
10. Noise, vibration, air pollution and other environmental influences.

Summary:

Dasa Moore and Jessica Moore have applied for a Conditional Use Permit for the placement of a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, on the property described as Lots 16-17, Block 2, Burlington Addition. The subject property is currently vacant, consists of two platted lots, each approximately 3,250 square feet in area, and is zoned M-1 (Limited Industrial). Residential uses are not listed as permitted uses in the M-1 (Limited Industrial) zoning district. All surrounding zoning in the area is M-1 (Limited Industrial). The land uses in the area are a mix of non-conforming residential uses and industrial/commercial uses. Section 17.80.030 of the Casper Municipal Code lists “manufactured homes (mobile), necessary for safety or security reasons, in conjunction with the principal use and occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use,” as a Conditional Use in the M-1 (Limited Industrial) zoning district, requiring the approval of the Planning and Zoning Commission pursuant to the procedures and necessary findings of Section 17.12.240 of the Municipal Code.

The applicants have stated that they intend to operate an outdoor storage business on the property, and that the mobile home would be utilized for security purposes. To date, no outdoor storage business has been shown to be operating on the property. Staff has included several recommended conditions of approval for the Planning and Zoning Commission’s consideration.

The first recommended condition of approval requires proof that the applicants are operating a functioning business on the property to ensure that the approval of a Conditional Use Permit for a mobile home for security purposes is for a legitimate reason, and not being used to circumvent the Municipal Code’s prohibition on residential uses in the M-1 (Limited Industrial) zoning district. The mobile home will not be eligible to receive the necessary building permits for placement on the lot and occupancy until the business is approved and functioning.

Staff’s second recommended condition requires that the outdoor storage business obtain site plan approval so that issues such as paving, access, screening and fencing can be properly designed and constructed. The third condition reiterates the Municipal Code’s requirement that the purpose of allowing a mobile home in the M-1 (Limited Industrial) zoning district must be related to security for a business. If it is found that the mobile home is not being utilized for security for a functioning business, then the Conditional Use Permit will become void, or be revoked, and the mobile home will have to be immediately removed from the property.

The final condition of approval reiterates the requirement of Section 17.12.240(I) which states that the Conditional Use Permit must be “exercised” and all work completed within a year, or the

Conditional Use Permit becomes void, and of no further effect. In this case, “exercised” means that all conditions of approval will have been met and are of a continuing nature.

The general area surrounding the subject property has many non-conforming residential uses. Section 17.12.010 of the Municipal Code states:

“It is the intent of this title to permit legal nonconforming lots, structures, or uses to continue until they are removed or abandoned but not to encourage their continuance.”

Most of the non-conforming residential structures in this area pre-date the current regulations prohibiting residential uses under the area’s current zoning classification. The Comprehensive Land Use Plan shows the desired long-term land use of this area to be industrial; therefore, a zone change of the area to make the existing residences permitted uses could not be supported at this time. The Comprehensive Land Use plan will be updated within the next 1-2 years, and this particular area needs to be studied to determine if the Plan should change with respect to the desired future zoning of this area. It is possible that, given the number of residences in this area, the future land use designation of the area could be changed to encourage the existing residential uses to continue as conforming, permitted uses.

Recommended Motion:

Staff has prepared the following motion for the Commission’s consideration:

Case number **PLN-15-003-C**, a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, should be granted, with Conditions #1 - #4, listed above, for the following reasons:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

Furthermore, the Planning and Zoning Commission finds that:

- a. The area and height of a mobile home are smaller, and lower, than most of the surrounding structures in the surrounding area.
- b. The density of the proposed use in terms of units per acre and occupants would not be out of character or excessive as compared to the existing surrounding land uses in the immediate area. There are multiple residential structures located in proximity to the subject property.

- c. The requested Conditional Use Permit is for a mobile home, to be used for security purposes for a storage business, which is considered to be a permitted use, by right, in the M-1 (Limited Industrial) zoning district. The volume of business is not a consideration with respect to the security residence.
- d. There will not be unreasonable congestion or a traffic hazard caused by the proposed mobile home on the subject property, as determined by the City Engineer and the Community Development Director.
- e. The general area surrounding the subject property is a mix of residential, industrial, and commercial land uses. Based on available information, there are no active Conditional Use Permits for security residences within a three hundred (300) foot radius of the subject property.
- f. There are no other criteria, affecting public health, safety, and welfare, as provided for by written rules of the Commission.

440 N Washington Street



Legend

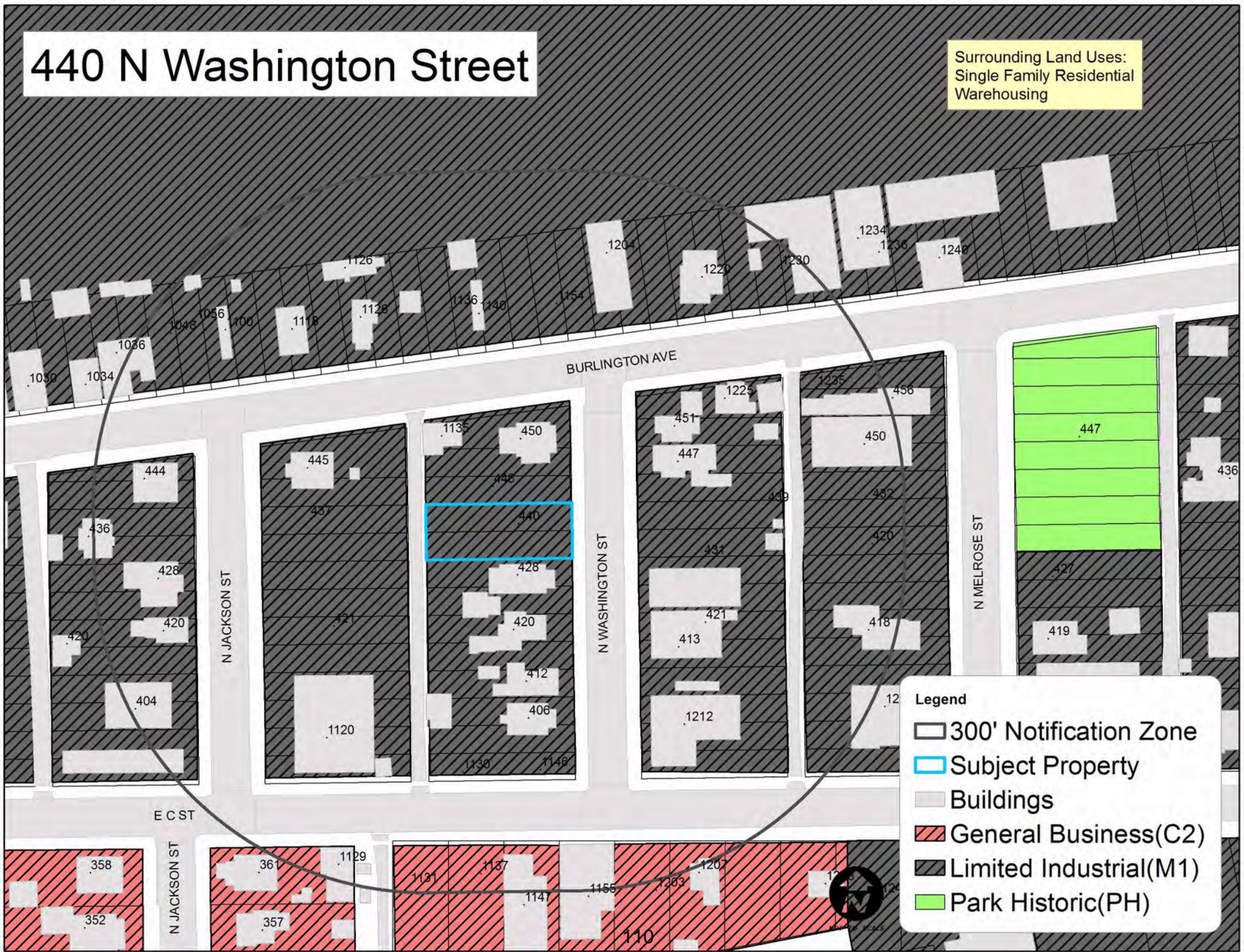
 Subject Property



NOT TO SCALE

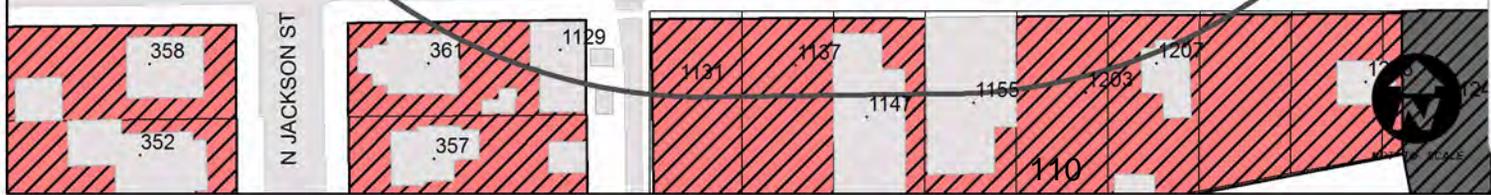
440 N Washington Street

Surrounding Land Uses:
Single Family Residential
Warehousing

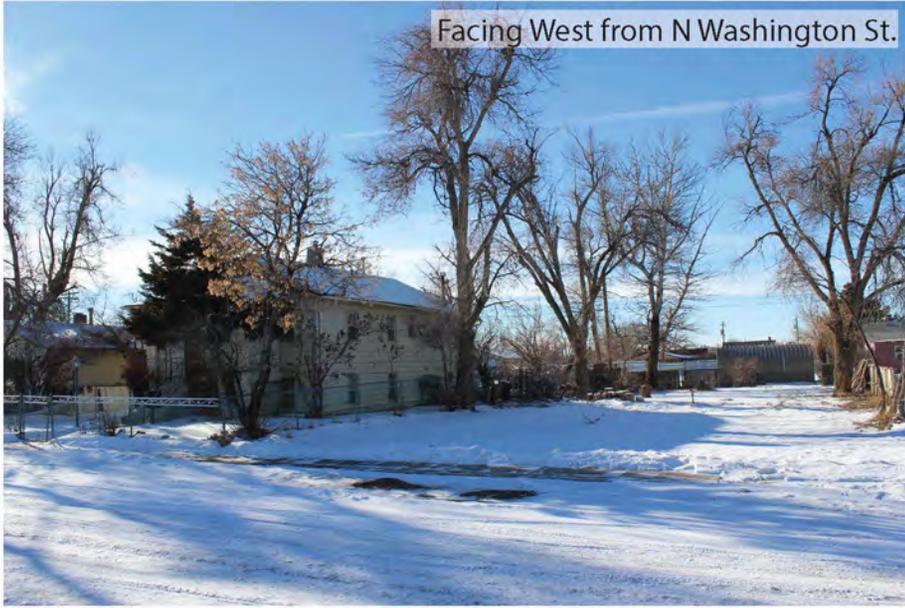


Legend

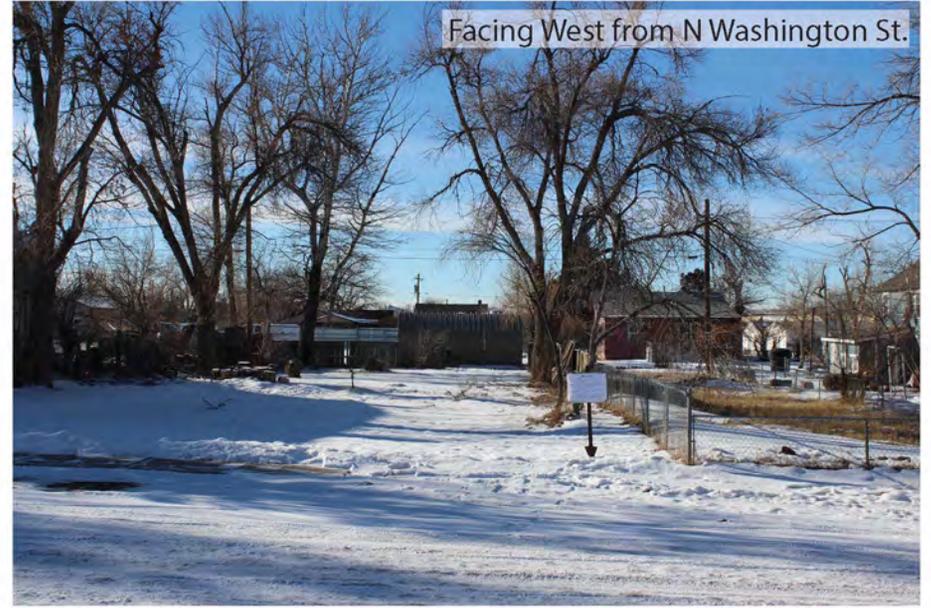
- 300' Notification Zone
- Subject Property
- Buildings
- General Business(C2)
- Limited Industrial(M1)
- Park Historic(PH)



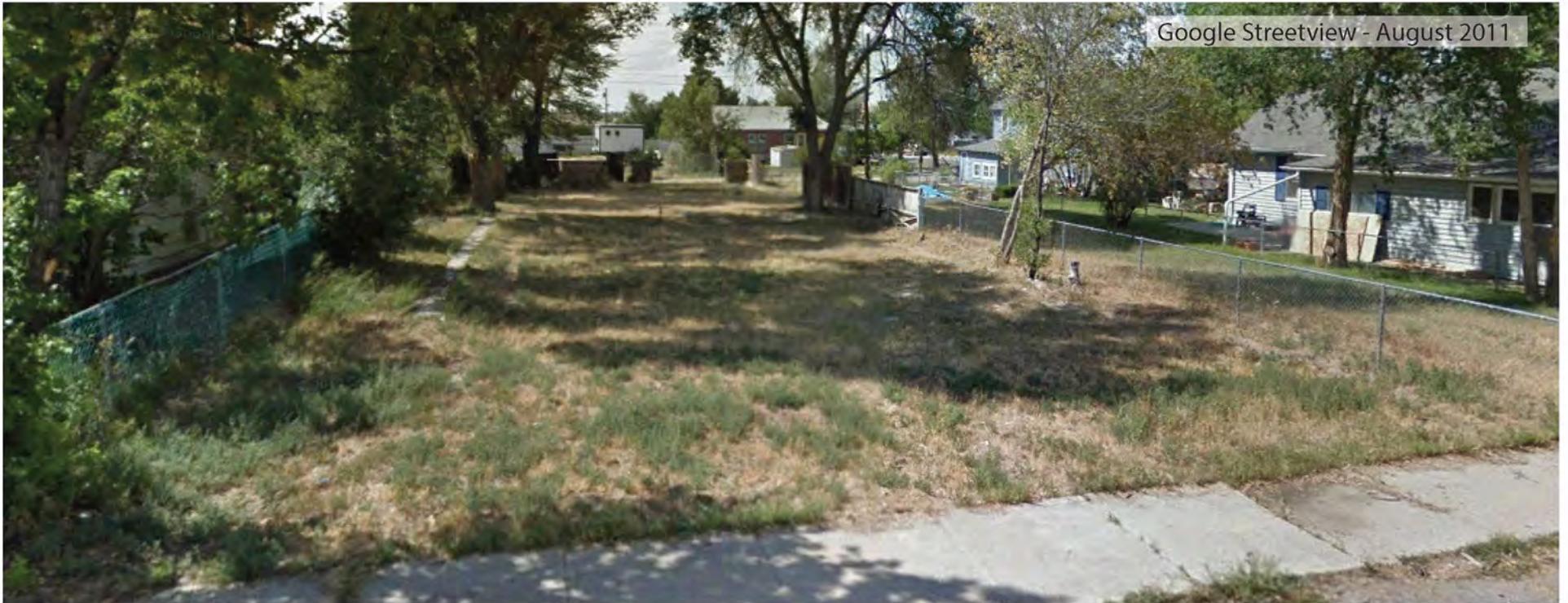
Facing West from N Washington St.

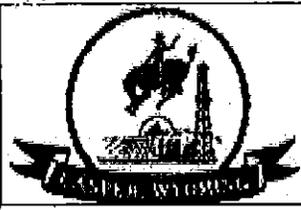


Facing West from N Washington St.



Google Streetview - August 2011





City of Casper Planning Division

Conditional Use Permit Application

OWNER'S INFORMATION:

NAME: Daga & Jessica Moore
ADDRESS: 428 N. Washington Casper, WY 82601
TELEPHONE: 307-234-4123 EMAIL: mrsjmoore1@gmail.com

LOCATION OF REQUEST:

ADDRESS: 440 N. Washington Casper, WY 82601
LEGAL DESCRIPTION: Lots 16 & 17 Block 2 Burlington Addition to City of Casper
Number of Lots: 2 Size of Lots: _____
Current Zoning: M-1 Current Use: Vacant
Purpose for which the property is proposed to be used: Outdoor storage w/ mobile home to supervise & secure storage.
Prior restrictions placed on the property: _____

Floor area square footage: 1200 approx Number of Occupants or Employees: 3
Building Footprint: 16ft x 80ft Number of off-street parking spaces: 2

A PLOT PLAN IS REQUIRED SHOWING: (WHERE APPROPRIATE)

- | | | |
|-------------------------------|--------------------------------|-------------------------------------|
| lot size and dimensions | size and location of buildings | off-street parking spaces |
| routes for ingress and egress | internal traffic control | fencing, screening, and landscaping |
| signs and lighting | setback distances | |

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

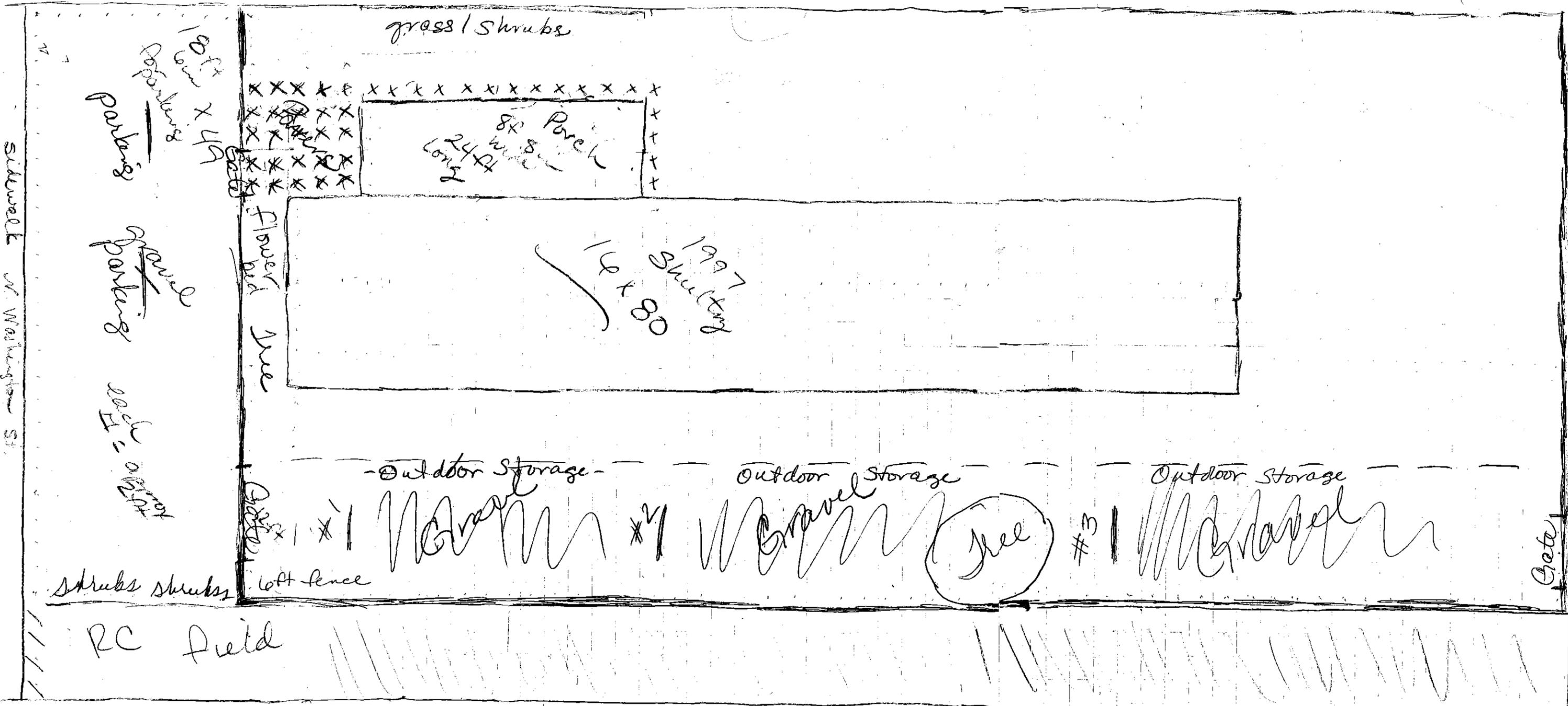
SIGNATURE OF PROPERTY OWNER: _____
DATE: _____

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

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - \$275 APPLICATION FEE (NON-REFUNDABLE)
 - PLOT PLAN

FOR OFFICE USE ONLY:
DATE SUBMITTED:
2/11/14
REC'D BY: HK

428 N. Washington



Exhibits For PLN-15-003-C

440 North Washington Street, Dasa Moore and Jessica Moore.

- A. Conditional Use Permit Application.
- B. Map of the 300' Notification Zone.
- C. Legal Notice sent to the Casper Star Tribune advertising the date of Public Hearing.
- D. Notice of Public Hearing sent to Property Owners within a 300' Radius.
- E. Memo to the Chairman & Members of the Planning and Zoning Commission.

5



City of Casper Planning Division

Conditional Use Permit Application

OWNER'S INFORMATION:

NAME: Daga - Jessica Moore
 ADDRESS: 428 N. Washington Casper, WY 82601
 TELEPHONE: 307-234-4123 EMAIL: mrsjmoore1@g.com

LOCATION OF REQUEST:

ADDRESS: 440 N. Washington Casper, WY 82601
 LEGAL DESCRIPTION: Lots 16 & 17, Block 2 Burlington Addition to City of Casper
 Number of Lots: 2 Size of Lots: _____
 Current Zoning: M-1 Current Use: Vacant
 Purpose for which the property is proposed to be used: Outdoor storage w/ mobile home to supervise & secure storage.
 Prior restrictions placed on the property: _____

Floor area square footage: 1200 approx Number of Occupants or Employees: 3
 Building Footprint: 16ft x 80ft Number of off-street parking spaces: 3 2



A PLOT PLAN IS REQUIRED SHOWING: (WHERE APPROPRIATE)

- | | | |
|-------------------------------|--------------------------------|-------------------------------------|
| lot size and dimensions | size and location of buildings | off-street parking spaces |
| routes for ingress and egress | internal traffic control | fencing, screening, and landscaping |
| signs and lighting | setback distances | |

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

SIGNATURE OF PROPERTY OWNER: _____

DATE: _____

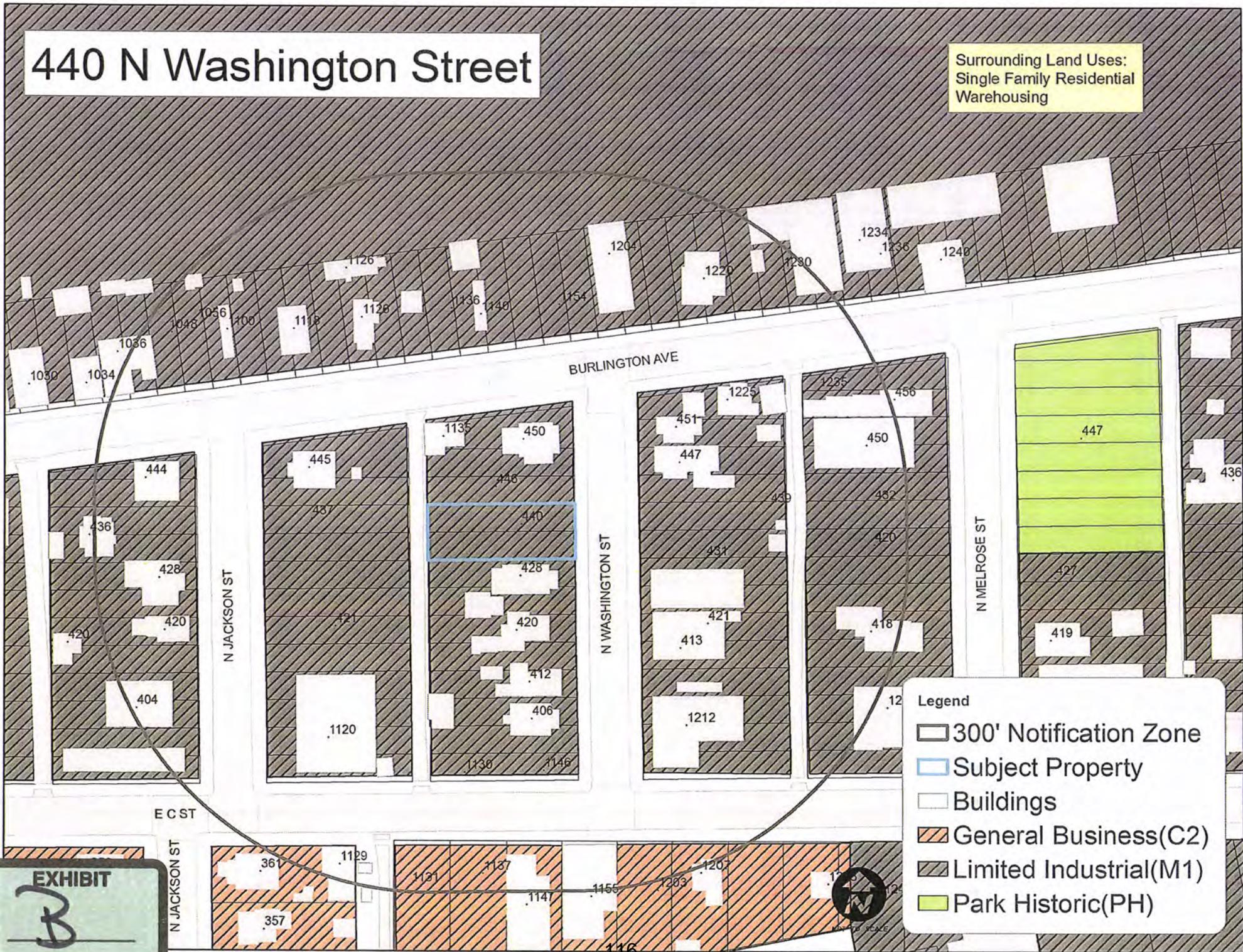
SUBMIT TO:
 Community Development Department
 Planning Division
 200 N David, RM 203
 Casper, WY 82601
 Phone: 307-235-8241
 Fax: 307-235-8362
 www.casperwy.gov
 E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - \$275 APPLICATION FEE (NON-REFUNDABLE)
 - PLOT PLAN

FOR OFFICE USE ONLY:
 DATE SUBMITTED:
12/11/14
 REC'D BY: HK

440 N Washington Street

Surrounding Land Uses:
Single Family Residential
Warehousing



Legend

- 300' Notification Zone
- Subject Property
- Buildings
- General Business(C2)
- Limited Industrial(M1)
- Park Historic(PH)

LEGAL NOTICE

The Planning and Zoning Commission of the City of Casper will hold their regularly scheduled meeting at **6:00 p.m.**, Tuesday, **January 27, 2015**, in the City Council Chambers, Casper City Hall, 200 North David Street, Casper, Wyoming. At that time, they will consider the following cases:

PLN-14-067-R – *(Continued from November 25, 2014)* Petition to vacate and replat all of Lots 16 – 32, inclusive, Tract H and portions of Tract G and Yosemite Parkway, Cloud Peak Lane, Greenway Park II, to create Greenway Park III, comprising 18.569-acres, more or less, generally located north of East 21st and east of South Missouri Streets. Applicant: Haystack Properties, LLC.

PLN-14-068-S – *(Continued from November 25, 2014)* Planned Unit Development (PUD) site plan amendment the Greenway Park PUD (also known as “The Preserve”), for all of Lots 16-32, inclusive, tract H and portions of tract G and Yosemite Parkway, Greenway Park II Addition, thereby creating Phase III, “The Enclave at Greenway Park,” Said amendment to the PUD proposes to increase the allowable site density from a maximum of 450 dwelling units to a maximum of 530 dwelling units, and is reconfiguring the overall site and street layout. The Greenway Park PUD is generally located north of East 21st Street and east of South Missouri Avenue. Applicant: Haystack Properties, LLC.

PLN-15-001-RZ – Petition to vacate and replat all of Sunrise Hills No. 3, with portions of Sunrise Hills No. 9, Sunrise Hills Addition No. 12, Garden Creek Hills Patio Homes No. 1, and Tract A, and Harmony Hills No. 1, to create Harmony Hills Addition No. 2, comprising 106.16-acres, more or less, generally located at the southeast intersection of South Poplar Street and SE Wyoming Boulevard; and rezoning of said property from PUD (Planned Unit Development) and C-2 (General Business) to R-2 (One Unit Residential) and PUD (Planned Unit Development). Applicant: High Plains Investments, LLC.

PLN-15-003-C – Petition for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street. Applicant: Dasa Moore and Jessica Moore.

PLN-15-004-C – Petition for a Conditional Use Permit for an off-premises sign (billboard), in a C-2 (General Business) zoning district, on Lot 3, Scotthill Ret Center Phase II, Lot 3, located at 4710 East 2nd Street. Applicant: Powder River Partners, LLC.

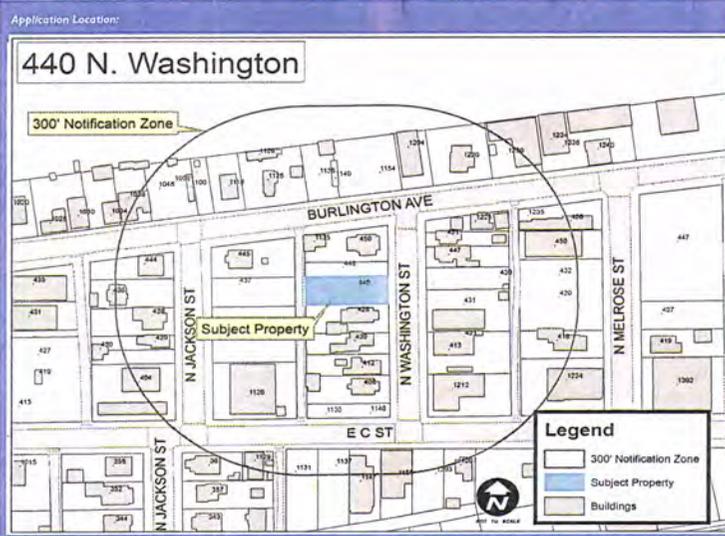
CITY OF CASPER, WYOMING
Liz Becher, Secretary
Publish January 9, 2015



CITY OF CASPER PUBLIC HEARING INFORMATION:

You, as a property owner/resident within a 300-foot radius of the perimeter of the subject property, are hereby notified of this public hearing. You may submit written comments to the Community Development Department, 200 N David, Rm 205, Casper, WY, 82601 or via email at dhardy@cityofcasperwy.com prior to the Planning and Zoning Commission meeting. All comments should be received by **January 22, 2015** to be included in the Planning and Zoning Commission's packet of information that they receive prior to the public hearing. You may also attend the public hearing (listed on front of card) and present written and/or oral comments at that time. Depending on the number of people wishing to speak, the Chairman may limit the time you have in which to make your presentation.

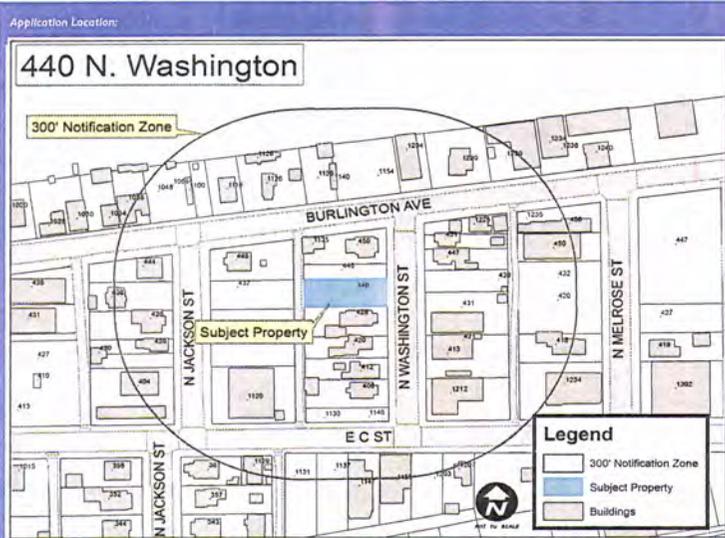
PLN-15-003-C – Petition for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16 -17, Block 2, Burlington Addition, located at 440 North Washington Street. Applicant: Dasa Moore and Jessica Moore.



CITY OF CASPER PUBLIC HEARING INFORMATION:

You, as a property owner/resident within a 300-foot radius of the perimeter of the subject property, are hereby notified of this public hearing. You may submit written comments to the Community Development Department, 200 N David, Rm 205, Casper, WY, 82601 or via email at dhardy@cityofcasperwy.com prior to the Planning and Zoning Commission meeting. All comments should be received by **January 22, 2015** to be included in the Planning and Zoning Commission's packet of information that they receive prior to the public hearing. You may also attend the public hearing (listed on front of card) and present written and/or oral comments at that time. Depending on the number of people wishing to speak, the Chairman may limit the time you have in which to make your presentation.

PLN-15-003-C – Petition for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16 -17, Block 2, Burlington Addition, located at 440 North Washington Street. Applicant: Dasa Moore and Jessica Moore.



Sent via U.S. Mail 1/19/15





City of Casper

COMMUNITY DEVELOPMENT DEPARTMENT
200 NORTH DAVID STREET, ROOM 205
CASPER, WYOMING 82601

Meeting: Planning Commission
Date: January 27, 2015
Time: 6:00 P.M.
Location: City Council Chambers
200 North David
Casper, WY 82601

If you have questions regarding
this public notice or would like
more information, please contact
Planning at:
307-235-8241
www.casperwy.gov/planning



City of Casper

COMMUNITY DEVELOPMENT DEPARTMENT
200 NORTH DAVID STREET, ROOM 205
CASPER, WYOMING 82601

Meeting: Planning Commission
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this public notice or would like
more information, please contact
Planning at:
307-235-8241
www.casperwy.gov/planning

GEOCODE	OWN1	OWN2	ADDR1	ADDR3
337903307002	JOHNSON, REBECCA C		450 N WASHINGTON ST	CASPER WY 82601
337903307008	LORD, KAYE ALLEN II		3137 RUTGERS AVE	LONG BEACH CA 90808
337903307008	LORD, KAYE ALLEN II		3137 RUTGERS AVE	LONG BEACH CA 90808
337903306008	OLD GAS STATION LLC, THE		126 S JACKSON ST	CASPER WY 82601
337903314002	BRANSCOM, CODY W ET UX		361 N JACKSON ST	CASPER WY 82601
337903314001	VAN CLEVE, ELAINEA		1129 E C ST	CASPER WY 82601
337903306006	HAM, ALANA		418 N MELROSE ST	CASPER WY 82601
337903306003	MC MAHAN, DAVID E		3070 ALLENDALE BLVD	CASPER WY 82601
337903306003	MC MAHAN, DAVID E		3070 ALLENDALE BLVD	CASPER WY 82601
337903306001	ZESPY, NEIL J ET UX		1580 NOTTINGHAM DR	CASPER WY 82609
337903306001	ZESPY, NEIL J ET UX		1580 NOTTINGHAM DR	CASPER WY 82609
337903306002	TRICITY INVESTMENTS LLC		571 LONG LN	CASPER WY 82609
337903306010	COFFMAN, DONALD R ET AL TRUSTEES		2151 W 41ST ST	CASPER WY 82604
337903306013	MAPP, MILTON		451 N WASHINGTON ST	CASPER WY 82601
337903307010	MESA VERDE LLC		1120 E C ST	CASPER WY 82601
337903307001	BONICELLI, DONNA RAE ET AL	ATTN: REBECCA JOHNSON	450 N WASHINGTON ST	CASPER WY 82601
337903307001	BONICELLI, DONNA RAE ET AL	ATTN: REBECCA JOHNSON	450 N WASHINGTON ST	CASPER WY 82601
337903307004	MOORE, SANDRA J ET AL		428 N WASHINGTON ST	CASPER WY 82601
337903308013	BYNUM, MITCHELL		420 1/2 N JACKSON ST	CASPER WY 82601
337903308005	DALE A STOREY LIVING TRUST 8/30/09	BILLYE L STOREY LIVING TRUST 6/8/10	1764 S WILSON ST	CASPER WY 82601
337903306015	HUTCHISON LIVING TRUST 2/22/2012		3851 WASHAKIE ST	CASPER WY 82601
337903306015	HUTCHISON LIVING TRUST 2/22/2012		3851 WASHAKIE ST	CASPER WY 82601
337903308001	KINCO INVESTMENTS LLC		BOX 51551	CASPER WY 82605
337903308002	AGUILAR, MARY E ET AL		436 N JACKSON ST	CASPER WY 82601
337903306011	COFFMAN, DONALD R ET AL TRUSTEES		2151 W 41ST ST	CASPER WY 28604
337903306009	BARBE, KEN ET UX		1144 CRESTHILL DR	CASPER WY 82601
337903306014	KIGHT FAMILY LLC		BOX 2348	MILLS WY 82644
337903306012	CASPER CENTRAL PROPERTIES LLC		122 N MC KINLEY ST	CASPER WY 82601
337903307012	BRASIEL, CECIL M		445 N JACKSON ST	CASPER WY 82601
337903307007	KLEINER, ROBERT W ET UX		406 N WASHINGTON ST	CASPER WY 82601-2153
337903307011	MESA VERDE LLC		1120 E C ST	CASPER WY 82601
337903307003	MOORE, DASA ET UX		428 N WASHINGTON ST	CASPER WY 82601
337903308004	BYNUM, DARRYL		420 N JACKSON ST	CASPER WY 82601
337903308004	BYNUM, DARRYL		420 N JACKSON ST	CASPER WY 82601
337903308003	GATES, RANDY DUANE		677 AVENIDA LAREDO	LAKE HAVASU CITY AZ 86406
337903307009	MESA VERDE LLC		1120 E C ST	CASPER WY 82601
337903307006	SEBEK, RAY L		412 N WASHINGTON ST	CASPER WY 82601

GEOCODE	OWN1	OWN2	ADDR1	ADDR3
337903307005	DALTON, JACK		BOX 606	CASPER WY 82602
337903304010	HUBER, JOHN BRADLEY		5530 PATHFINDER ST	CASPER WY 82604
337903304013	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304013	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304017	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304017	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304017	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304014	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304014	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304022	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304008	HAUPT INVESTMENTS LLC		BOX 50234	CASPER WY 82605
337903304016	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304015	EMERSON, CAROL ANN		1036 BURLINGTON AVE	CASPER WY 82601
337903304012	BYNUM, HARRIET L		1154 E BURLINGTON AVE	CASPER WY 82601
337903304011	WEISZ, ROBERT J ET UX		223 S LOWELL ST	CASPER WY 82601
337903315003	HAASS, COLLEEN R ET VIR		1302 E C ST	CASPER WY 82601
337903315008	LORD, KAYE ALLEN II		3137 RUTGERS AVE	LONG BEACH CA 90808
337903315006	JACQUES, RODNEY		4065 PLACID	CASPER WY 82604
337903315007	LORD, KAYE ALLEN II		3137 RUTGERS AVE	LONG BEACH CA 90808
337903315005	JACQUES, RODNEY		4065 PLACID	CASPER WY 82604
337903315004	TEAGUE, MAX ET AL TRUSTEES		551 DUDERSTADT RD	HARPER TX 78631
337903315009	LORD, KAYE ALLEN II		3137 RUTGERS AVE	LONG BEACH CA 90808

January 23, 2015

MEMO TO: Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-15-003-C** – Petition for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition, located at 440 North Washington Street. Applicant: Dasa Moore and Jessica Moore.

Recommendation:

In the absence of information that may be presented during the public hearing, staff recommends that the Planning and Zoning Commission approve the request for a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, with the following conditions:

1. Prior to the placement of a mobile home on the property, a legitimate, properly designed, and functioning business shall exist on the site.
2. The business on the site shall be required to obtain site plan approval, and shall meet all minimum standards of the Casper Municipal Code, including, but not limited to, landscaping, paving, buffering, screening, parking and access.
3. Pursuant to Section 17.84.030 of the Casper Municipal Code, the mobile home shall only be occupied as necessary for safety or security reasons, in conjunction with the principal business use of the property, and shall be occupied only by persons responsible for security in the principal use. If said business is ever discontinued, or if ownership of the business portion of the property is separated from the residential portion of the property, the mobile home shall be immediately removed from said property, with or without notice from the City.
4. Pursuant to Section 17.12.240(I) of the Casper Municipal Code, if the Conditional Use Permit has not been exercised, and all requirements completed within a year from the date of issuance, the Conditional Use Permit shall be void, and have no further force or effect.

Code Compliance:

Staff has complied with all requirements of Section 17.12.240 of the Casper Municipal Code pertaining to Conditional Use Permits, including notification of property owners within three



hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star Tribune. Staff has not received any public comment regarding this case.

Section 17.12.240(G) of the Casper Municipal Code states that no conditional use permit shall be granted unless the Commission finds the following:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

When making the decision for a Conditional Use Permit, the Commission shall consider the scale of the operation and relationship to other similar issues as expressed in the six (6) considerations outlined in Section 17.12.240(H) as listed below.

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.
- c. Volume of business in terms of the number of customers per day.
- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

Pursuant to Section 17.12.240(I) of the Casper Municipal Code, the Commission may impose reasonable conditions on a Conditional Use Permit, including, but not limited to, time limitations, requirements that one or more things be done before construction is initiated, or conditions of an ongoing nature. By way of illustration, not limitation, the following limitations or modifications can be placed upon a Conditional Use Permit, to the extent that such conditions are necessary to insure compliance with the criteria of Section 17.12.240(G) and (H):

1. Size and location of site;
2. Street and road capacities in the area;
3. Ingress and egress to adjoining public streets;
4. Location and amount of off-street parking;
5. Internal traffic circulation systems;

6. Fencing, screening, and landscaped separations;
7. Building bulk and location;
8. Usable open space;
9. Signs and lighting; and,
10. Noise, vibration, air pollution and other environmental influences.

Summary:

Dasa Moore and Jessica Moore have applied for a Conditional Use Permit for the placement of a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, on the property described as Lots 16-17, Block 2, Burlington Addition. The subject property is currently vacant, consists of two platted lots, each approximately 3,250 square feet in area, and is zoned M-1 (Limited Industrial). Residential uses are not listed as permitted uses in the M-1 (Limited Industrial) zoning district. All surrounding zoning in the area is M-1 (Limited Industrial). The land uses in the area are a mix of non-conforming residential uses and industrial/commercial uses. Section 17.80.030 of the Casper Municipal Code lists “manufactured homes (mobile), necessary for safety or security reasons, in conjunction with the principal use and occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use,” as a Conditional Use in the M-1 (Limited Industrial) zoning district, requiring the approval of the Planning and Zoning Commission pursuant to the procedures and necessary findings of Section 17.12.240 of the Municipal Code.

The applicants have stated that they intend to operate an outdoor storage business on the property, and that the mobile home would be utilized for security purposes. To date, no outdoor storage business has been shown to be operating on the property. Staff has included several recommended conditions of approval for the Planning and Zoning Commission’s consideration.

The first recommended condition of approval requires proof that the applicants are operating a functioning business on the property to ensure that the approval of a Conditional Use Permit for a mobile home for security purposes is for a legitimate reason, and not being used to circumvent the Municipal Code’s prohibition on residential uses in the M-1 (Limited Industrial) zoning district. The mobile home will not be eligible to receive the necessary building permits for placement on the lot and occupancy until the business is approved and functioning.

Staff’s second recommended condition requires that the outdoor storage business obtain site plan approval so that issues such as paving, access, screening and fencing can be properly designed and constructed. The third condition reiterates the Municipal Code’s requirement that the purpose of allowing a mobile home in the M-1 (Limited Industrial) zoning district must be related to security for a business. If it is found that the mobile home is not being utilized for security for a functioning business, then the Conditional Use Permit will become void, or be revoked, and the mobile home will have to be immediately removed from the property.

The final condition of approval reiterates the requirement of Section 17.12.240(I) which states that the Conditional Use Permit must be “exercised” and all work completed within a year, or the

Conditional Use Permit becomes void, and of no further effect. In this case, “exercised” means that all conditions of approval will have been met and are of a continuing nature.

The general area surrounding the subject property has many non-conforming residential uses. Section 17.12.010 of the Municipal Code states:

“It is the intent of this title to permit legal nonconforming lots, structures, or uses to continue until they are removed or abandoned but not to encourage their continuance.”

Most of the non-conforming residential structures in this area pre-date the current regulations prohibiting residential uses under the area’s current zoning classification. The Comprehensive Land Use Plan shows the desired long-term land use of this area to be industrial; therefore, a zone change of the area to make the existing residences permitted uses could not be supported at this time. The Comprehensive Land Use plan will be updated within the next 1-2 years, and this particular area needs to be studied to determine if the Plan should change with respect to the desired future zoning of this area. It is possible that, given the number of residences in this area, the future land use designation of the area could be changed to encourage the existing residential uses to continue as conforming, permitted uses.

Recommended Motion:

Staff has prepared the following motion for the Commission’s consideration:

Case number **PLN-15-003-C**, a Conditional Use Permit for a mobile home, for security reasons, in an M-1 (Limited Industrial) zoning district, located at 440 North Washington Street, should be granted, with Conditions #1 - #4, listed above, for the following reasons:

1. The Conditional Use is consistent with the spirit, purpose, and intent of this Title; will not substantially impair the appropriate use of neighboring property; and will serve the public need, convenience, and welfare;
2. The Conditional Use is designed to be compatible with adjacent land uses and the area of its location.

Furthermore, the Planning and Zoning Commission finds that:

- a. The area and height of a mobile home are smaller, and lower, than most of the surrounding structures in the surrounding area.
- b. The density of the proposed use in terms of units per acre and occupants would not be out of character or excessive as compared to the existing surrounding land uses in the immediate area. There are multiple residential structures located in proximity to the subject property.

- c. The requested Conditional Use Permit is for a mobile home, to be used for security purposes for a storage business, which is considered to be a permitted use, by right, in the M-1 (Limited Industrial) zoning district. The volume of business is not a consideration with respect to the security residence.
- d. There will not be unreasonable congestion or a traffic hazard caused by the proposed mobile home on the subject property, as determined by the City Engineer and the Community Development Director.
- e. The general area surrounding the subject property is a mix of residential, industrial, and commercial land uses. Based on available information, there are no active Conditional Use Permits for security residences within a three hundred (300) foot radius of the subject property.
- f. There are no other criteria, affecting public health, safety, and welfare, as provided for by written rules of the Commission.

RESOLUTION NO. 15-60

A RESOLUTION UPHOLDING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR A MANUFACTURED MOBILE HOME, FOR SAFETY AND SECURITY PURPOSES, IN AN M-1 (LIMITED INDUSTRIAL) ZONING DISTRICT, ON LOTS 16-17, BLOCK 2, BURLINGTON ADDITION TO THE CITY OF CASPER, WYOMING, LOCATED AT 440 NORTH WASHINGTON STREET.

WHEREAS, Dasa and Jessica Moore (the "Applicants") applied for a Conditional Use Permit for a manufactured mobile home, for safety and security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition to the City of Casper, Wyoming, located at 440 North Washington Street; and,

WHEREAS, following a public hearing before the City of Casper, Wyoming Planning and Zoning Commission (the "Commission"), the Applicants' Conditional Use application was denied, said denial being set forth in the Findings of Fact and Conclusions of Law of the Commission in Case No. PLN-15-003-C; and,

WHEREAS, the Applicants timely perfected an appeal of the Commission's decision to the Casper City Council pursuant to Section 17.12.240(L) of the Casper Municipal Code; and,

WHEREAS, the subject property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code for the public hearing before the Casper City Council on the Applicants' Appeal in this matter; and,

WHEREAS, the subject property is zoned M-1 (Limited Industrial), and manufactured mobile home is not listed as a permitted use, but is listed as a possible conditional use in the M-1 (Limited Industrial) zoning district if it is found to be necessary for safety or security purposes, in conjunction with the principal use and occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use; and,

WHEREAS, allowing a residence in the M-1 (Limited Industrial) zoning district is inconsistent with the purpose and intent of the M-1 (Limited Industrial) zoning district, as expressed in Section 17.80.010 of the Casper Municipal Code, and is inconsistent with the Comprehensive Land Use Plan, as adopted by Council; and,

WHEREAS, based upon a review of the record in this matter, as well as the comments received at the Public Hearing on the Applicants' Appeal, the Casper City Council

finds that the decision of the Commission should be upheld, and that the application for the Conditional Use Permit should be denied.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Casper City Council hereby upholds the decision by the City of Casper Planning and Zoning Commission in denying the application for a Conditional Use Permit in Case No. PLN-15-003-C, and that the Application for a Conditional Use Permit in said matter is denied on Lots 16-17, Block 2, Burlington Addition to the City of Casper, Wyoming, located at 440 North Washington Street.

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

APPROVED AS TO FORM:

Walker Fremont

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V. H. McDonald
City Clerk

Charlie Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

Notary Public

My commission expires: _____.

RESOLUTION NO. 15-61

A RESOLUTION REVERSING THE DECISION OF THE CASPER, WYOMING PLANNING AND ZONING COMMISSION IN DENYING A CONDITIONAL USE PERMIT FOR A MANUFACTURED MOBILE HOME, FOR SAFETY AND SECURITY PURPOSES, IN AN M-1 (LIMITED INDUSTRIAL) ZONING DISTRICT, ON LOTS 16-17, BLOCK 2, BURLINGTON ADDITION TO THE CITY OF CASPER, WYOMING, LOCATED AT 440 NORTH WASHINGTON STREET.

WHEREAS, Dasa and Jessica Moore (the “Applicants”) applied for a Conditional Use Permit for a manufactured mobile home, for safety and security reasons, in an M-1 (Limited Industrial) zoning district, on Lots 16-17, Block 2, Burlington Addition to the City of Casper, Wyoming, located at 440 North Washington Street; and,

WHEREAS, following a public hearing before the City of Casper, Wyoming Planning and Zoning Commission (the “Commission”), the Applicants’ Conditional Use application was denied, said denial being set forth in the Findings of Fact and Conclusions of Law of the Commission in Case No. PLN-15-003-C; and,

WHEREAS, the Applicants timely perfected an appeal of the Commission’s decision to the Casper City Council pursuant to Section 17.12.240(L) of the Casper Municipal Code; and,

WHEREAS, the subject property was posted, and a public notice was published as required in Section 17.12.240(D) of the Casper Municipal Code for the public hearing before the Casper City Council on the Applicants’ Appeal in this matter; and,

WHEREAS, the subject property is zoned M-1 (Limited Industrial), and manufactured mobile home is not listed as a permitted use, but is listed as a possible conditional use in the M-1 (Limited Industrial) zoning district if it is found to be necessary for safety or security purposes, in conjunction with the principal use and occupied only by persons responsible for security in the principal use and employed by the industry or business conducting the principal use; and,

WHEREAS, the Casper City Council has considered the following criteria under Section 17.12.240(H) of the Casper Municipal Code reviewing the decision of the Commission:

- a. Area and height to be occupied by buildings or other structures.
- b. Density of the proposed use in terms of units per acre and the number of offices, employees, occupants, or all three.

- c. Volume of business in terms of the number of customers per day.
- d. Increased traffic congestion or hazard caused by the use which may be over and above normal traffic for the area, as determined by the City Engineer and Community Development Director.
- e. Location of use with respect to the same or similar uses within a three hundred foot (300') radius of the perimeter of the described property.
- f. Any other criteria affecting public health, safety, and welfare, as provided for by written rules of the Commission.

WHEREAS, based upon a review of the record in this matter, as well as the comments received at the Public Hearing on the Applicants' Appeal, the Casper City Council finds that the decision of the Commission should be reversed, and that the application for the Conditional use permit should be granted with the following findings:

- a. The Conditional Use Permit is consistent with the spirit, purpose, and intent of Title 17 of the Casper Municipal Code, will not substantially impair the appropriate use of neighboring property, will serve the public need, convenience, and welfare; and
- b. That the conditional use is designed to be compatible with adjacent land uses and the area of its location.

WHEREAS, the City Council hereby approves the Conditional Use Permit subject to the following conditions:

- 1. Prior to the placement of a mobile home on the property, a legitimate, properly designed, and functioning business shall exist on the site.
- 2. The business on the site shall be required to obtain site plan approval, and shall meet all minimum standards of the Casper Municipal Code, including, but not limited to, landscaping, paving, buffering, screening, parking and access.
- 3. Pursuant to Section 17.84.030 of the Casper Municipal Code, the mobile home shall only be occupied as necessary for safety or security reasons, in conjunction with the principal business use of the property, and shall be occupied only by persons responsible for security in the principal use. If said business is ever discontinued, or if ownership of the business portion of the property is separated from the residential portion of the property, the mobile home shall be immediately removed from said property, with or without notice from the City.
- 4. Pursuant to Section 17.12.240(I) of the Casper Municipal Code, if the Conditional Use Permit has not been exercised, and all requirements completed within a year

from the date of issuance, the Conditional Use Permit shall be void, and have no further force or effect.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Casper City Council hereby reverses the decision by the City of Casper Planning and Zoning Commission in denying the application for a Conditional Use Permit in Case No. PLN-15-003-C, and that the Application for a Conditional Use Permit in said matter is hereby approved and granted for Lots 16-17, Block 2, Burlington Addition to the City of Casper, Wyoming, located at 440 North Washington Street, with the findings and conditions of the Council as set forth above.

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

APPROVED AS TO FORM:

Walker Tremblot

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V. H. McDonald
City Clerk

Charlie Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

Notary Public

My commission expires: _____.

March 9, 2015

MEMO TO: John C. Patterson, City Manager
Casper City Council

FROM: Liz Becher, Community Development Director 

SUBJECT: Trade of City property for Economic Development Opportunities

Request:

That Council, by resolution, authorize a Real Estate Trade Agreement between East Elkhorn Ranch, LLC and Casper Redevelopment Company, LLC., and authorize other necessary documents, for the trade of properties located on Casper Mountain and the riverfront between East “B” and “C” Streets, for City-owned properties located near Poplar/Collins Streets and near the Casper Events Center.

Summary:

Staff was approached in August 2014 by the principles of Casper Redevelopment Company LLC (CRC) and East Elkhorn Ranch, LLC (Elkhorn), about a land trade of two (2) parcels of their land for two (2) parcels of City land. The land trade was envisioned to assist with the City’s plans for trail development, and additionally, the land owned by Elkhorn on the mountain is adjacent to other City-owned land which is being utilized for cross-country skiing, hiking, and mountain biking. The land involved in the land trade also contains a parcel adjacent to the river that can be developed into a boat launch and parking area to further the City’s focus on river trail development, which will ultimately link the river and the mountain. Both parcels would be developed and maintained for public use.

Elkhorn has proposed to trade their Casper Mountain land, and CRC is proposing to trade the acreage owned by it - adjacent to W. “B” Street by the river, for a parcel of City land by the Events Center and a parcel in the Old Yellowstone District near Poplar and Collins Streets. The opportunity for the private sector to take these two parcels and create economic viability on long-vacant, City land is appropriate and welcomed. By actively developing these two parcels, both property tax and sales tax revenues will be generated, and enjoyed by our community.

Appraisals and surveys on all four (4) properties were conducted throughout the fall of 2014. A brief summary, by lot, follows:

- Lot 1 – (Elkhorn) Casper Mountain, 200 acres, \$1.3M appraised value;
- Lot 2 – (CRC) W. “B” by the river, 1.7645 acres, \$615,000 appraised value;
- Lot 3 – (City) Wilkins Way by Events Center, 3.3 acres, \$790,000 appraised value;
- Lot 4 – (City) Former rail strip near Poplar/Collins; 2.68 acres, \$937,000 appraised value;

The total value of the properties offered by Elkhorn and CRC is \$1,915,000.00. The total value of the City's properties is \$1,727,800.00. Elkhorn is prepared to donate the difference (\$188,000) to the City of Casper.

A Real Estate Trade Agreement, resolution, and associated documents are being submitted to Council for its consideration.

REAL ESTATE TRADE AGREEMENT

This Real Estate Land Trade Agreement is made and entered into this ____ day of _____, 2015, by and between East Elkhorn Ranch, LLC, 747 W. First Street, P.O. Box 2390, Casper, Wyoming 82609 (referred to as “Elkhorn”); Casper Redevelopment Company, LLC, 421 South Center Street, Suite 201, Casper, Wyoming 82601 (referred to as “Redevelopment”); and the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601 (referred to as the “City”); Elkhorn, Redevelopment, and the City collectively referred to as the “Parties”.

RECITALS

Whereas, the Elkhorn, Redevelopment, and the City are the respective owners of real property more particularly described in Article I below; and

Whereas, the Parties desire to trade their respective real properties described in Article I with each other pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, it is agreed by and between the Parties as hereinafter set forth.

ARTICLE I: DESCRIPTION OF PROPERTY

A. ELKHORN PROPERTY

Elkhorn is the owner of the real property set forth and described in Exhibit A attached hereto (the “Elkhorn Property”), which currently has an appraised value of One Million Three Hundred Thousand and no/100ths Dollars (\$1,300,000).

B. REDEVELOPMENT PROPERTY

Redevelopment is the owner of the real property set forth and described in Exhibit B attached hereto (the “Redevelopment Property”), which currently has an appraised value of Six Hundred Fifteen Thousand and no/100ths Dollars (\$615,000).

C. CITY PROPERTY

The City is the owner of two tracts of real property set forth and described in Exhibits C and D attached hereto (the “City Property”) as follows:

City Tract 1 (Exhibit C) currently has an appraised value of Seven Hundred Ninety Thousand and no/100ths Dollars (\$790,000).

City Tract 2 (Exhibit D) currently has an appraised value of Nine Hundred Thirty-seven Thousand and no/100ths Dollars (\$937,000).

ARTICLE II: TRADE TERMS

It is the intent of the Parties for Elkhorn and Redevelopment to trade their respective real properties as set forth in Exhibits A and B to the City with the City trading its property described in Exhibit C to Elkhorn and its property described in Exhibit D to Elkhorn and Redevelopment as tenants in common pursuant to the terms and conditions of this Agreement.

ARTICLE III: PURCHASE PRICE AND CLOSING COSTS

The Elkhorn Property and the Redevelopment Property has a total appraised value of One Million Nine Hundred Fifteen Thousand and no/100ths Dollars (\$1,915,000), and the City's Property has a total appraised value of One Million Seven Hundred Twenty-seven Thousand and no/100ths Dollars (\$1,727,000).

As a result, the Elkhorn and Redevelopment properties have an appraised value of One Hundred and Eighty-eight Thousand and no/100ths Dollars (\$188,000) greater than the appraised value of the City Property. In order to equalize the values of these properties as they are traded between the Parties, Elkhorn agrees to treat the excess value as a donation to the City and the City hereby accepts said donation, which donation shall be consummated at closing by the exchange of deeds.

Elkhorn and Redevelopment agree to pay and be solely responsible for the Title Insurance premium attributable to their respective real property being conveyed to the City, and for the payment of the respective recording fees for the warranty deeds from the City.

The City agrees to pay and be solely responsible for the Title Insurance premiums attributable to the City Property being conveyed to Elkhorn and Redevelopment, and for the recording fees for the warranty deeds from Elkhorn and Redevelopment to the City.

The Parties agree to equally split the costs of any closing agent's fee between them.

The Parties agree to equally split between them the land survey costs incurred by all parties for this transaction and the legal publication costs incurred by the City in complying with the public hearing requirements of state law.

Each Party agrees to pay for the costs of recording all instruments as may be necessary to clear the title to each Party's respective real property being conveyed under this Agreement.

ARTICLE IV: WARRANTY DEEDS

Elkhorn, Redevelopment, and the City agree to convey, by warranty deeds, all of their right, title, and interest in their respective real properties described in Article I above to the respective grantees thereof at closing, free and clear of all liens and encumbrances, except easements and restrictive covenants of record.

ARTICLE V: TAXES AND INSURANCE

Each Party hereby agrees to pay all of the 2014 and prior general real estate and personal property taxes levied against each Party's respective real property described in Article I above, and any special assessments levied against said real property prior to the closing of Agreement.

The 2015 general real estate and personal property taxes levied against the real property described and set forth in Article I shall be prorated between the respective grantor and grantee thereof from January 1, 2015 to the date of closing, and if the amount of such taxes are not ascertainable by the date of closing, the proration shall be based upon the tax levied for the 2014 tax year.

ARTICLE VI: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Each Party shall have possession of the real property being conveyed to as described and set forth in Article I at the date and time of closing of this Agreement.

The Parties agree and understand that risk of loss of each Party's real property described in Article I above shall pass to the grantee thereof at closing.

The Parties agree that this Agreement shall be **closed on the 26th day of March, 2015, at 10:00 o'clock a.m.** at the office of First American Title, 120 N. Center Street, Casper, Wyoming 82601, or such other place or time as agreed to in writing between the parties.

ARTICLE VII: TITLE INSURANCE

Each Party agrees to furnish to the grantee of each of said Party's real property, at each Party's respective expense, a current commitment for an Owner's title insurance policy through the First American Title, 120 N. Center Street, Casper, Wyoming 82601 in an amount equal to the appraised values for each Party's real property as described and set forth in Article I above, showing merchantable title in each Party to their respective real property that they are trading to another Party. Each Party agrees to deliver their respective title insurance commitments to the respective grantee thereof **no later than twenty (20) days next following the date of the public hearing and approval of this agreement by the Casper City Council as provided in Article XI herein**, and to further deliver the title insurance policies thereof to each other without unreasonable delay after closing.

Title to the respective tracts of real property being traded under this Agreement shall be merchantable in the grantor thereof. If title is not merchantable or otherwise recordable and written notice of such defects in title is given by the proposed grantee thereof to the respective grantor within the time herein provided for delivery of deed and shall not be rendered merchantable within 30 days after such written notice, then this Agreement, at the option of the grantee giving such notice, may be specifically enforced or may be declared void and of no effect, and each Party hereto shall be released from all obligations hereunder and any payments made hereunder shall be returned to the paying Party. **PROVIDED, HOWEVER**, that in lieu of correcting such defects, the grantor may, at its sole cost and expense, within said 30 days, obtain a commitment for an Owner's title insurance policy reflecting title insurance protection in regard to any such defect(s), and the grantee giving notice of any such defect may elect to accept the then existing title insurance in lieu of such merchantable title, in which case such grantee shall be deemed to have waived such defect.

ARTICLE VIII: WARRANTIES

Each Party hereto hereby states that they have personally inspected the premises and the real property being traded to them pursuant to this Agreement, including all improvements, attachments, and fixtures thereof, and each Party hereby enters into this Agreement solely upon the basis of their respective visual inspection and investigation of said premises. Each Party hereby states that they are not relying upon any representation of warranty made by any other Party or any agent of thereof, other than as is set forth in this Agreement. Each Party to this Agreement states that they are accepting the real property, improvements, and fixtures contained thereon "AS IS" from the transferring Party as the grantor thereof.

NONE OF THE PARTIES TO THIS AGREEMENT MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OF THE REAL PROPERTY BEING TRADED TO ANY OTHER PARTY HEREOF PURSUANT TO THIS AGREEMENT EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH ABOVE.

ARTICLE IX: DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Parties for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement.

ARTICLE X: RISK OF LOSS

Risk of loss shall remain with each Party until such Party delivers their respective warranty deed(s) to the respective grantee thereof at closing, at which time the risk of loss of the real property being traded under this Agreement shall pass to Party taking title thereof.

In the event any of the real property shall be damaged by fire or other casualty prior to closing in an amount of not more than 10% of the total purchase price, the Party owning said real property shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired in such time or if such damage shall exceed such sum, this Agreement shall be voidable at the option

of any other Party. In the event the Parties elect to carry out this Agreement despite such damage, the Party taking title to such damaged property shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE XI: CONTRACT CONTINGENCY

The parties understand that the City must comply with the requirements of Section 15-1-112(b) of the Wyoming Statutes before the City can trade its real property under this Agreement. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive weeks. In the event this Agreement is not approved by the Casper City Council following the public hearing, then this Agreement shall be null and void.

ARTICLE XII: GENERAL AGREEMENTS OF THE PARTIES

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

Failure of any Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

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

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property described in Article I above are hereby contained, set forth and merged in this Agreement.

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

Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction, including, but not limited to properly executed lien or mortgage releases, deeds, and W-9 forms.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by either Party to the other party by United States First Class, Certified Mail, Return Receipt Requested.

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

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

EAST ELKHORN RANCH, LLC:


Neal A. McMurry
Managing Member

CASPER REDEVELOPMENT
COMPANY, LLC:


Keith P. Tyler
Managing Member

Approved as to Form:


Wallace Trembath, Assistant City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation:

By: _____
Charlie Powell, Mayor

Attest:

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land being portions of the SW $\frac{1}{4}$, the W $\frac{1}{4}$ SE $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, T.32N., R.79W., 6th P.M., Natrona County, Wyoming, being shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found GLO brass cap marking the southwest corner of said Section 15;

Thence N.01°11'00"E, along the west line of said Section 15, 100.02 feet to the Point of Beginning of this legal description and the southwest corner of the parcel of land being described herein, said point lies on the north right-of-way line of the East End Road;

Thence N.01°11'00"E, along the west line of this parcel of land and continuing along the west line of said Section 15, 2405.01 feet to the W1/4 corner of said Section 15;

Thence S.88°19'17"E., along the north line of this parcel of land and along the east-west centerline of said Section 15, 1328.46 feet to the C-W 1/16 corner of said Section 15;

Thence N.00°53'20"E., continuing along the north line of this parcel of land and along the north-south centerline of the NW $\frac{1}{4}$ of said Section 15, 910.29 feet the northwest corner of this parcel of land;

Thence S.88°19'17"E., continuing along the north line of this parcel of land, 1883.50 feet to the northeast corner of this parcel of land;

Thence S.00°14'54"E, along the east line of this parcel of land, 163.74 feet to an angle point in this legal description;

Thence S.28°05'06"E, continuing along the east line of this parcel of land, 733.30 feet to an angle point in this legal description;

Thence S.31°03'57"W, continuing along the east line of this parcel of land, 266.78 feet to an angle point in this legal description;

Thence S.01°03'57"W, continuing along the east line of this parcel of land, 568.06 feet to an angle point in this legal description;

Thence S.88°48'56"E, continuing along the east line of this parcel of land, 402.33 feet to an angle point in this legal description;

Thence S.00°16'12"W, continuing along the east line of this parcel of land, 138.87 feet to an angle point in this legal description;

Thence S.23°25'07"W, continuing along the east line of this parcel of land, 386.55 feet to an angle point in this legal description;

Thence S.37°11'59"W, continuing along the east line of this parcel of land, 211.21 feet to an angle point in this legal description;

Thence N.90°00'00"W, along the south line of this parcel of land, 1723.63 feet to an angle point in this legal description;

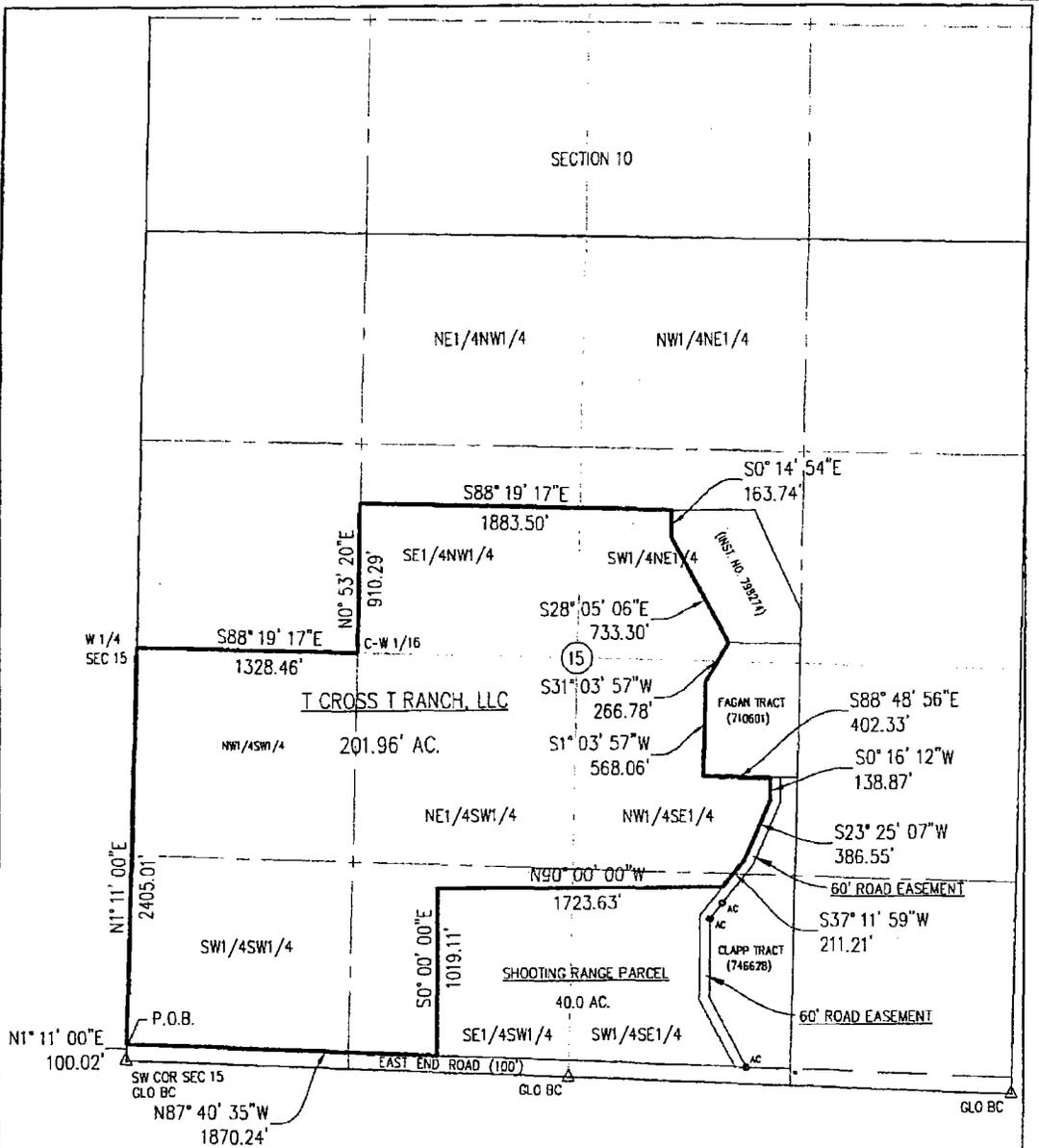
Thence S.00°00'00"E, along the south line of this parcel of land, 1019.11 feet to an angle point in this legal description, said point lies on the north right-of-way line of the East End Road;

Thence N.87°40'35"W, continuing along the south line of this parcel of land and along said north right-of-way line, 1870.24 feet to the Point of Beginning.

The above described parcel of land contains 201.96 acres of land and is subject to any and all rights of way and/or easements, reservations and encumbrances which have been legally acquired.

I, James F. Jones, a Registered Wyoming Professional Land Surveyor, do hereby certify that this legal description was prepared from notes taken during an actual survey made under my direction during the month of May, 2014, and that on the basis of my information, knowledge and belief that this description is true and correct.





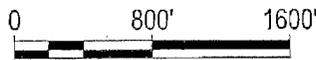
M:\Land 2014\Survey_Dwg\14-212 East Elk Horn Ranch\TYLER LEGAL 2014_Rev.dwg, 1/30/2014, Jim



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

Exhibit A
 Page 3 of 4

Exhibit "B"
T CROSS T RANCH, LLC
BOUNDARY SURVEY
 Section 15, T.32N., R.79W.
 Natrona County, Wyoming
 July, 2014
 W.O. 14-212



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Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

Exhibit A
 Page 4 of 4

T CROSS T RANCH, LLC
BOUNDARY SURVEY
 Section 15, T.32N., R.79W.
 Natrona County, Wyoming
 July, 2014
 W.O. 14-212



CASPER
300 PRINCETON
CASPER, WY 82601
P: 307-266-2524

September 17, 2014

Casper Redevelopment
421 S. Center St., Ste. 201
Casper, Wyoming 82601

W.O. No.: 15591
Sheet 1 of 2

Description: (1.76 Acre)

A Parcel located in and being a portion of the SE1/4SW1/4, Section 4, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the southeasterly corner of the Parcel being described, the northwest corner of Block 8, Midwest Addition to the City of Casper, Wyoming and a point in said SE1/4SW1/4, Section 4; thence from said Point of Beginning, along the southerly line of said Parcel and the westerly extension of the northerly line of said Block 8, S.89°58'46"W., 171.19 feet to the southwesterly corner of said Parcel; thence along the northwesterly line of said Parcel, N.26°30'45"E., 109.09 feet to a point of curvature; thence along the arc of a true curve to the right, having a radius of 1196.30 feet and through a central angle of 27°48'04", northeasterly, 580.47 feet and the chord of which bears N.40°24'47"E., 574.79 feet to the northwesterly corner of said Parcel and a point in and intersection with the southerly right-of-way line of the main track of the BNSF Railway Company; thence along the northerly line of said Parcel and the southerly right-of-way line of the mainline track of said BNSF Railway Company, N.83°08'20"E., 255.19 feet to the northeasterly corner of said Parcel, a point in and intersection with the northerly line of Lot 8, Block 4, of said Midwest Addition and point of curvature; thence along the southeasterly line of said Parcel, the northwesterly line of Lots 8, 7, 6, 5, 4, 3, 2 and 1, of said Block 4, Midwest Addition and the arc of a true curve to the left, having a radius of 1096.30 feet and through a central angle of 16°47'36", southwesterly, 321.32 feet and the chord of which bears S.57°41'02"W., 320.18 feet to the southwesterly corner of said Lot 1, Block 4, Midwest Addition; thence continuing along the southeasterly line of said Parcel, the northwesterly right of way line of "B-C" Street and the arc of a true curve to the left, having a radius of 1096.30 feet and through a central angle of 4°35'08", southwesterly, 87.74 feet and the chord of which bears S.46°42'38"W., 87.72 feet to the northwesterly corner of Block 5,

CHEYENNE

RAWLINS

Exhibit B
Page 1 of 3

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

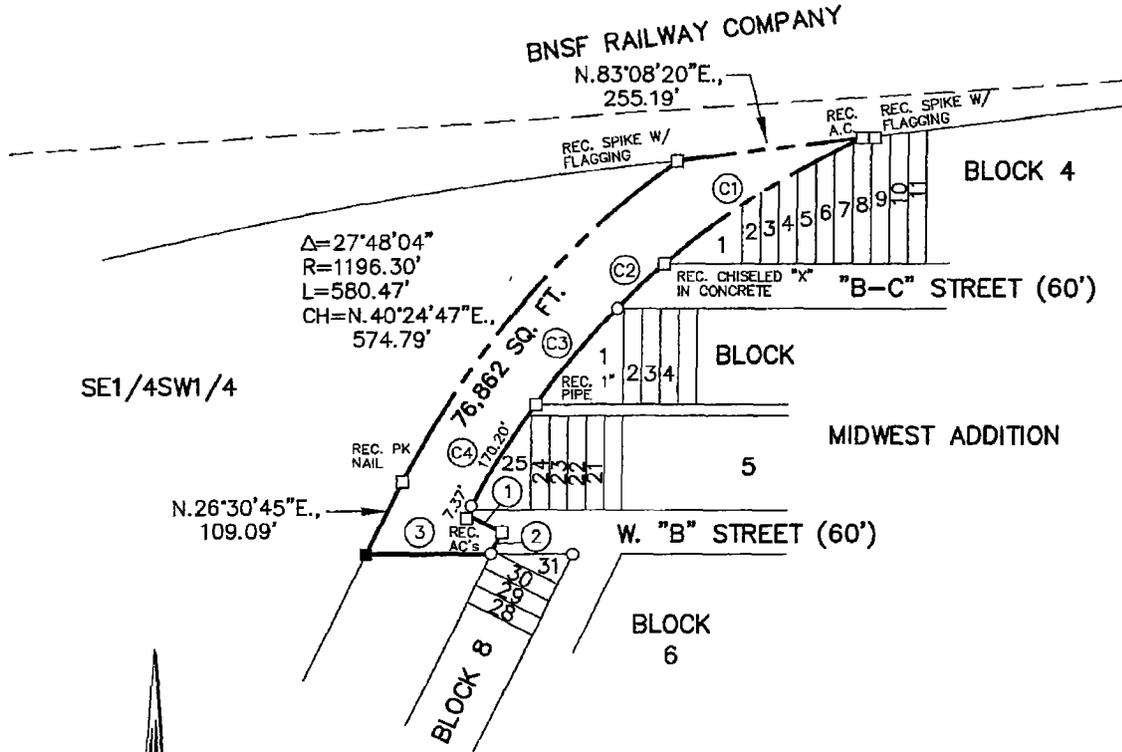
WLC ENGINEERING, SURVEYING AND PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client CASPER REDEVELOPMENT Address 421 S. CENTER ST., SUITE 201
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

SE1/4SW1/4 Section 4, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot _____ Block 4 Subdivision _____
City CASPER County NATRONA State WYOMING



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	16°47'36"	1096.30'	321.32'	S.57°41'02"W., 320.18'
C2	4°35'08"	1096.30'	87.74'	S.46°42'38"W., 87.72'
C3	8°54'19"	1096.30'	170.39'	S.40°21'14"W., 170.22'
C4	9°16'49"	1096.30'	177.57'	S.31°11'31"W., 177.37'

LINE TABLE

1	S.63°29'15"E., 53.16'
2	S.26°30'45"W., 32.62'
3	S.89°58'46"W., 171.19'

BASIS OF BEARING
GEODETIC BASED ON GPS

LEGEND

- RECOVERED BRASS CAP
- SET 5/8"REBAR W/ALUMINUM CAP
- RECOVERED CORNER (AS NOTED)

Exhibit B
Page 3 of 3



Date: 9/17/14
W.O. No. 15591
Book No. 1171, Pg. 50
Acad File: CASPER REDEVELOPMENT 15591



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2534

September 17, 2014

Casper Redevelopment
421 S. Center St., Ste. 201
Casper, Wyoming 82601

W.O. No.: 15591
Sheet 1 of 2

Description: (2.80 Acres)

A Parcel located in and being a portion of the NW1/4SE1/4 and the NE1/4SE1/4, Section 32, Township 34 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the southwesterly corner of the Parcel being described, the northwest corner of North Platte Industrial Park, a point in the intersection of the northerly right of way line of Wilkins Way with the westerly right of way line of Wilkins Circle and a point in the easterly line of a certain parcel of land as recorded in Instrument No. 872590, Natrona County records; thence from said Point of Beginning along the westerly line of the Parcel being described and the easterly line of said certain parcel of land as recorded in Instrument No. 872590, Natrona County records, in said NW1/4SE1/4, Section 32, N.7°30'20"E., 126.74 feet to the northwesterly corner of said Parcel and a point in and intersection with the southerly right of way line of Events Drive and point of curvature; thence along the northerly line of said Parcel, the southerly right of way line of said Events Drive and the arc of a non-tangent curve to the right having a radius of 1759.86 feet and through a central angle of 10°35'49", northeasterly, 324.04 feet and the chord of which bears N.72°19'48"E., 323.58 feet to a point; thence continuing along the northerly line of said Parcel and the southerly right-of-way line of Events Drive, N.77°37'59"E., 154.56 feet to a point; thence continuing along the northerly line of said Parcel and the southerly right of way line of Events Drive, S.84°00'10"E., 65.84 feet to the northeasterly corner of said Parcel and a point in the intersection of said northerly right of way line of Events Drive with the westerly right of way line of North Poplar Street; thence along the easterly line of said Parcel and the westerly right of way line of said North Poplar Street, S.7°28'54"W., 318.33 feet to the southeasterly corner of said Parcel, a point in and intersection with the northerly line of North Platte Industrial Park and a point in the intersection of said westerly right of way

Exhibit C
Page 1 of 3

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

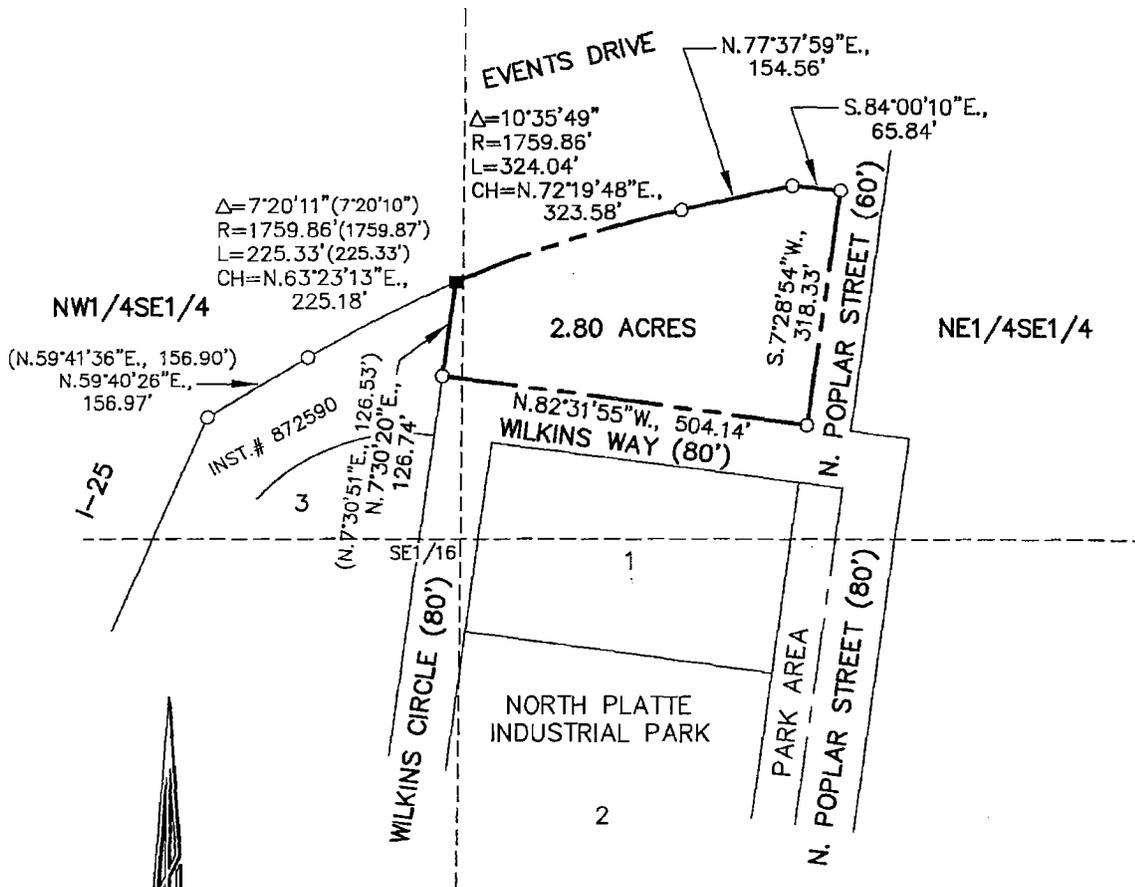
WLC ENGINEERING, SURVEYING AND PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client CASPER REDEVELOPMENT Address 421 S. CENTER ST., SUITE 201
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

NW1/4SE1/4 & NE1/4SE1/4 Section 32, T. 34 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot _____ Block 4 Subdivision _____
City _____ County NATRONA State WYOMING



BASIS OF BEARING
GEODETIC BASED ON GPS

LEGEND

- RECOVERED BRASS CAP
 - SET 5/8"REBAR W/ALUMINUM CAP
- (75.00') RECORD
75.00' MEASURED

Exhibit C
Page 3 of 3

Date: 9/17/14
W.O. No. 15591
Book No. 1301, Pg. 10
Acad File: CASPER REDEVELOPMENT 15591





CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

September 17, 2014

Casper Redevelopment
421 S. Center St., Ste. 201
Casper, Wyoming 82601

W.O. No.: 15591
Sheet 1 of 2

Description: (2.688 Acres)

A Parcel located in and being a portion of the SW1/4NW1/4 and the NW1/4SW1/4, Section 9, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Beginning at the northeasterly corner of the Parcel being described and also the southeasterly corner of Lot 1, Block 2, Crossroads Plaza II, an Addition to the City of Casper, Wyoming and a point in the westerly line of Walnut Street; thence along the easterly line of said Parcel and the westerly line of said Walnut Street, S.0°14'40"W., 90.26 feet to the southeasterly corner of said Parcel and the northeasterly corner of Lot 1, Block 1, of said Crossroads Plaza II; thence along the southerly line of said Parcel and the northerly line of said Lot 1, Block 1, Crossroads Plaza II and along the arc of a true curve to the right, having a radius of 590.42 feet and through a central angle of 10°55'41", southwesterly, 112.61 feet and the chord of which bears S.69°02'06"W., 112.44 feet to a point and end of said curve; thence continuing along the southerly line of said Parcel and the northerly line of said Lot 1, Block 1, Crossroads Plaza II, S.74°28'09"W., 129.23 feet to a point and northeasterly corner of Lot 2 of said Block 1, Crossroads Plaza II; thence along the southerly line of said Parcel and the northerly line of said Lot 2, Block 1, Crossroads Plaza II, S.74°32'39"W., 104.23 feet to a point and northeasterly corner of Lot 3, Block 1, Crossroads Plaza II; thence along the southerly line of said Parcel and the northerly line of said Lot 3, Block 1, Crossroads Plaza II, S.74°37'43"W., 54.02 feet to a point and start of a curve; thence along the arc of a true curve to the left, having a radius of 495.49 feet and through a central angle of 10°26'40", southwesterly, 90.32 feet and the chord of which bears S.69°02'26"W., 90.20 feet to a point and northeasterly corner of Lot 4, Block 1, Crossroads Plaza II; thence along the southerly line of said Parcel and the northerly line of said Lot 4, Block 1, Crossroads Plaza II, S.64°02'53"W., 89.92 feet to a point and northeasterly corner of Lot 5, Block 1, Crossroads Plaza II; thence along the southerly line of said Parcel and the northerly line of said Lot 5, Block 1, Crossroads Plaza II, S.64°00'54"W., 89.95 feet to a point and northeasterly corner of Lot 6, Block 1, Crossroads Plaza II; thence along the southerly line of said Parcel and the northerly line of said Lot 6, Block 1, Crossroads Plaza II, S.63°59'32"W., 90.04 feet to a point and northeasterly corner of Lot 7, Block 1, Crossroads Plaza II; thence along the southerly line of said Parcel and the northerly line of said Lot 7, Block 1, Crossroads Plaza II, S.63°59'30"W., 104.33 feet to a point and northeasterly corner of Lot 8, Block 1,

Exhibit D
Page 1 of 3

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

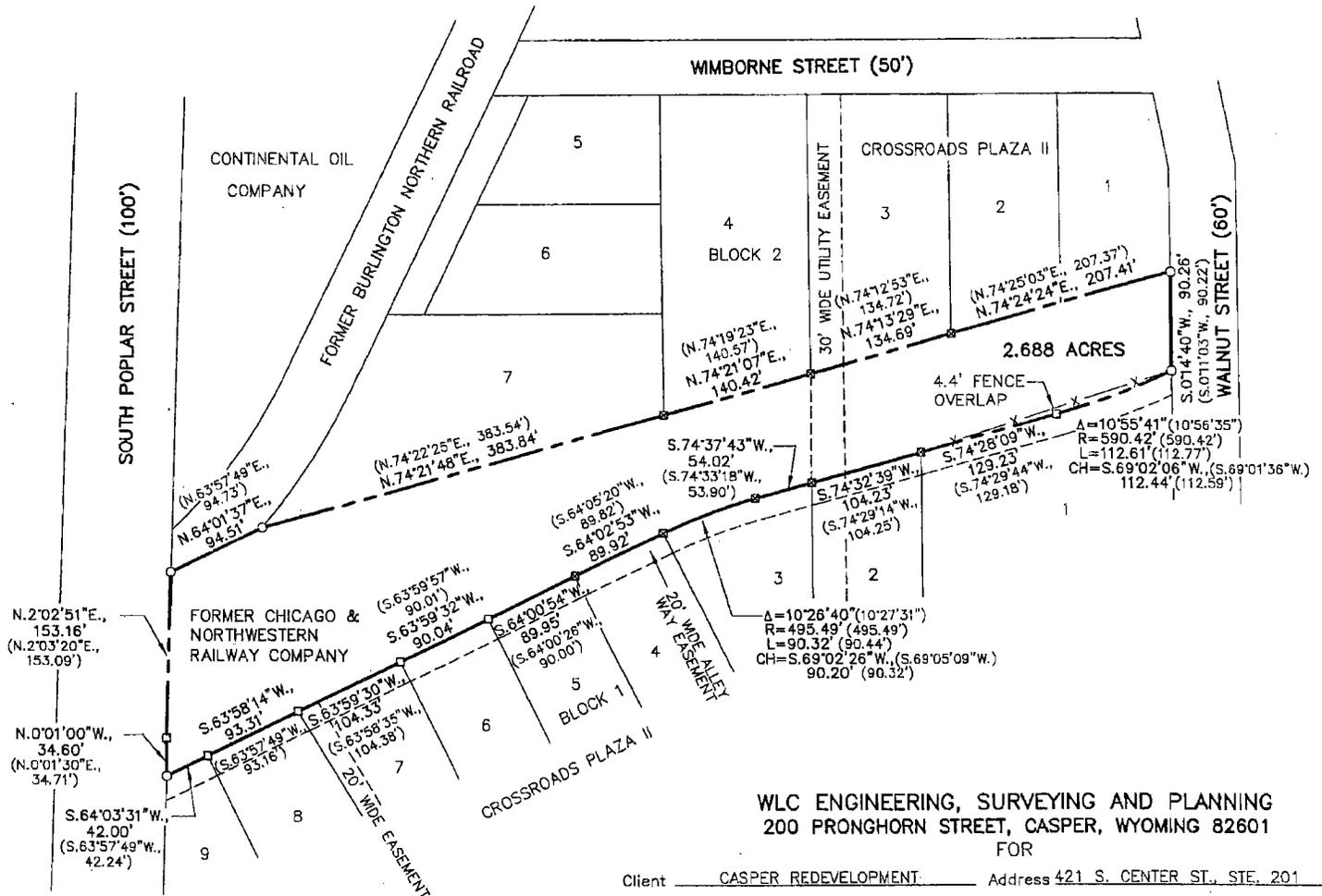


SCALE: 1"=100'
BASIS OF BEARING
GEODETIC BASED ON GPS

(S.81°22'23"E.) RECORD
(S.81°22'23"E.) MEASURED

- RECOVERED ALUMINUM CAP
- RECOVERED BRASS CAP
- RECOVERED 5/8" REBAR

Date: 9/17/14
W.O. No. 15591
Acad File: CASPER REDEVELOPMENT 15591



WLC ENGINEERING, SURVEYING AND PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

Client CASPER REDEVELOPMENT Address 421 S. CENTER ST., STE. 201
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

SW1/4NW1/4 &
NW1/4SW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot _____ Block _____ Subdivision _____
City CASPER County NATRONA State WYOMING

WARRANTY DEED

City of Casper, a municipal corporation of the State of Wyoming, grantor(s) of **Natrona** County, State of **WY**, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

Casper Redevelopment Company, LLC, a Wyoming flexible limited liability company and East Elkhorn Ranch, LLC, a Wyoming limited liability company, as tenants in common, grantee(s),

whose address is: **421 South Center, Suite 201, Casper, WY 82601** of **Natrona** County and State of **WY**, the following described real estate, situate in **Natrona** County and State of **Wyoming**, to wit:

Legal Description attached hereto as Exhibit A and by this reference made a part hereof.

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Witness my/our hand(s) this _____ day of _____, 20_____.

City of Casper, a municipal corporation of the State of Wyoming

By: _____
Charlie Powell Mayor

State of **Wyoming**)
)ss.
County of **Natrona**)

This instrument was acknowledged before me on this _____ day of March, 2015 by **Charlie Powell**, the **Mayor** of **City of Casper, a municipal corporation of the State of Wyoming**.

Notary Public

(Seal)

My commission expires:

EXHIBIT A
File No. 4511-2353392 Legal Description

Exhibit A, in its entirety, documents the legal description of the land referenced in this Document. The legal description may extend to multiple pages.

The land referred to in this document is situated in the State of **Wyoming**, County of **Natrona**, and is described as follows:

A PARCEL LOCATED IN AND BEING A PORTION OF THE SW¹/₄NW¹/₄ AND THE NW¹/₄SW¹/₄, SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND ALSO THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK 2, CROSSROADS PLAZA II, AN ADDITION TO THE CITY OF CASPER, WYOMING ACCORDING TO THE PLAT RECORDED DECEMBER 5, 1977 IN BOOK 282 OF DEEDS, PAGE 580, AND A POINT IN THE WESTERLY LINE OF WALNUT STREET; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF SAID WALNUT STREET, S.0°14'40"W., 90.26 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL AND THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 1, OF SAID CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1, CROSSROADS PLAZA II AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT, HAVING A RADIUS OF 590.42 FEET AND THROUGH A CENTRAL ANGLE OF 10°55'41", SOUTHWESTERLY, 112.61 FEET AND THE CHORD OF WHICH BEARS S.69°02'06"W., 112.44 FEET TO A POINT AND END OF SAID CURVE; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1, CROSSROADS PLAZA II, S.74°28'09"W., 129.23 FEET TO A POINT AND NORTHEASTERLY CORNER OF LOT 2, OF SAID BLOCK 1, CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 2, BLOCK 1, CROSSROADS PLAZA II, S.74°32'39"W., 104.23 FEET TO A POINT AND NORTHEASTERLY CORNER OF LOT 3, BLOCK 1, CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 3, BLOCK 1, CROSSROADS PLAZA II, S.74°37'43"W., 54.02 FEET TO A POINT AND START OF A CURVE; THENCE ALONG THE ARC OF A TRUE CURVE TO THE LEFT HAVING A RADIUS OF 495.49 FEET AND THROUGH A CENTRAL ANGLE OF 10°26'40", SOUTHWESTERLY, 90.32 FEET AND THE CHORD OF WHICH BEARS S.69°02'26"W., 90.20 FEET TO A POINT AND NORTHEASTERLY CORNER OF LOT 4, BLOCK 1, CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 4, BLOCK 1, CROSSROADS PLAZA II, S.64°02'53"W., 89.92 FEET TO A POINT AND NORTHEASTERLY CORNER OF LOT 5, BLOCK 1, CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 5, BLOCK 1, CROSSROADS PLAZA II, S.64°00'54"W., 89.95 FEET TO A POINT AND NORTHEASTERLY CORNER OF LOT 6, BLOCK 1, CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 6, BLOCK 1, CROSSROADS PLAZA II, S.63°59'32"W., 90.04 FEET TO A POINT AND

NORTHEASTERLY CORNER OF LOT 7, BLOCK 1, CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 7, BLOCK 1, CROSSROADS PLAZA II, S.63°59'30"W., 104.33 FEET TO A POINT AND NORTHEASTERLY CORNER OF LOT 8, BLOCK 1, CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF SAID LOT 8, BLOCK 1, CROSSROADS PLAZA II, S.63°58'14"W., 93.31 FEET TO A POINT AND NORTHEASTERLY CORNER OF LOT 9, BLOCK 1, CROSSROADS PLAZA II; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF LOT 9, BLOCK 1, CROSSROADS PLAZA II, S.64°03'31"W., 42.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL, THE NORTHWESTERLY CORNER OF SAID LOT 9, BLOCK 1, CROSSROADS PLAZA II AND A POINT IN AND INTERSECTION WITH THE EASTERLY LINE OF SOUTH POPLAR STREET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF SAID SOUTH POPLAR STREET, N.0°01'00"W., 34.60 FEET TO A POINT; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF SAID SOUTH POPLAR STREET, N.2°02'51"E., 153.16 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL AND THE SOUTHWESTERLY CORNER OF THE FORMER BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID FORMER BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, N.64°01'37"E., 94.51 FEET TO A POINT AND SOUTHWESTERLY CORNER OF LOT 7, BLOCK 2, CROSSROADS PLAZA II; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID LOT 7, BLOCK 2, CROSSROADS PLAZA II, N.74°21'48"E., 383.84 FEET TO A POINT AND SOUTHWESTERLY CORNER OF LOT 4, BLOCK 2, CROSSROADS PLAZA II; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID LOT 4, BLOCK 2, CROSSROADS PLAZA II, N.74°21'07"E., 140.42 FEET TO A POINT AND SOUTHWESTERLY CORNER OF LOT 3, BLOCK 2, CROSSROADS PLAZA II; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID LOT 3, BLOCK 2, CROSSROADS PLAZA II, N.74°13'29"E., 134.69 FEET TO A POINT AND SOUTHWESTERLY CORNER OF LOT 2, BLOCK 2, CROSSROADS PLAZA II; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID LOTS 2 AND 1, BLOCK 2, CROSSROADS PLAZA II, N.74°24'24"E., 207.41 FEET TO THE POINT OF BEGINNING

WARRANTY DEED

The City of Casper, Wyoming, a Wyoming municipal Corporation, grantor(s) of **Natrona** County, State of **WY**, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

East Elkhorn Ranch, LLC, a Wyoming limited liability company, grantee(s),

whose address is: **421 South Center, Suite 201, Casper, Wyoming 82601** of **Natrona** County and State of **Wyoming**, the following described real estate, situate in **Natrona** County and State of **Wyoming**, to wit:

A PARCEL LOCATED IN AND BEING A PART OF TRACT 4, NORTH PLATTE RIVER PARK, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED JUNE 26, 1979 AS INSTRUMENT NO. 266227, AND ALSO DESCRIBED AS BEING A PORTION OF THE NW¹/₄SE¹/₄ AND THE NE¹/₄SE¹/₄, SECTION 32, TOWNSHIP 34 NORTH, RANGE 79 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED, THE NORTHWEST CORNER OF NORTH PLATTE INDUSTRIAL PARK, A POINT IN THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WILKINS WAY WITH THE WESTERLY RIGHT OF WAY LINE OF WILKINS CIRCLE AND A POINT IN THE EASTERLY LINE OF A CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT NO. 872590, NATRONA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERLY LINE OF THE PARCEL BEING DESCRIBED AND THE EASTERLY LINE OF SAID CERTAIN PARCEL OF LAND AS RECORDED IN INSTRUMENT NO. 872590, NATRONA COUNTY RECORDS, IN SAID NW¹/₄SE¹/₄, SECTION 32, N.7°30'20"E., 126.74 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL AND A POINT IN AND INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF EVENTS DRIVE AND POINT OF CURVATURE; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, THE SOUTHERLY RIGHT OF WAY LINE OF SAID EVENTS DRIVE AND THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1759.86 FEET AND THROUGH A CENTRAL ANGLE OF 10°35'49", NORTHEASTERLY, 324.04 FEET AND THE CHORD OF WHICH BEARS N.72°19'48"E., 323.58 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY RIGHT-OF-WAY LINE OF EVENTS DRIVE, N.77°37'59"E., 154.56 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY RIGHT OF WAY LINE OF EVENTS DRIVE, S.84°00'10"E., 65.84 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL AND A POINT IN THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF EVENTS DRIVE WITH THE WESTERLY RIGHT OF WAY LINE OF NORTH POPLAR STREET; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY RIGHT OF WAY LINE OF SAID NORTH POPLAR STREET, S.7°28'54"W., 318.33 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL, A POINT IN AND INTERSECTION WITH THE NORTHERLY LINE OF NORTH PLATTE INDUSTRIAL PARK AND A POINT IN THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE OF NORTH POPLAR STREET WITH THE NORTHERLY RIGHT OF WAY LINE OF WILKINS WAY; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, THE NORTHERLY LINE OF SAID NORTH PLATTE INDUSTRIAL PARK AND THE NORTHERLY RIGHT OF WAY LINE OF SAID WILKINS WAY, N.82°31'55"W., 504.14 FEET TO THE POINT OF BEGINNING.

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Witness my/our hand(s) this _____ day of _____, 20_____.

The City of Casper, Wyoming, a Wyoming municipal Corporation

By: _____
Charlie Powell Mayor

State of **Wyoming**)
)ss.
County of **Natrona**)

This instrument was acknowledged before me on this _____ day of March, 2015 by **Charlie Powell**, the **Mayor of the City of Casper, Wyoming, a Wyoming municipal Corporation.**

Notary Public

(Seal)

My commission expires:

RESOLUTION NO. 15-45

A RESOLUTION AUTHORIZING A REAL ESTATE TRADE AGREEMENT AND OTHER NECESSARY DOCUMENTS FOR THE TRADE OF CITY-OWNED PROPERTY WITH PROPERTY OWNED BY EAST ELKHORN RANCH, LLC AND CASPER REDEVELOPMENT COMPANY, LLC

WHEREAS, the City of Casper desires to trade real property owned by the City with real property owned by East Elkhorn Ranch, LLC (“Elkhorn”), and Casper Redevelopment Company, LLC (“Redevelopment”); and,

WHEREAS, pursuant to Wyoming Statute § 15-1-112(b), a public hearing has been held on March 17, 2015, for consideration of the trade of the real properties between the parties described above, with notice thereof having been published pursuant to law; and,

WHEREAS, a “Real Estate Trade Agreement” (“Agreement”) for the trade of the real properties between the above-described parties has been prepared, and the Casper City Council finds that said Agreement, and the terms and conditions thereof, should be approved; and,

WHEREAS, the Casper City Council finds that the proposed warranty deeds for the transfer of the City’s real property pursuant to the Agreement should be approved and executed by the City of Casper, said deeds to be delivered at the closing of this real estate transaction; and,

WHEREAS, the City Attorney, or his designee, should be appointed and granted authority to close the above-described Agreement, as well as the authority to execute all necessary documents at the closing thereof.

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 Real Estate Trade Agreement between the City of Casper, Wyoming, East Elkhorn Ranch, LLC, and Casper Redevelopment Company, LLC for the trade of real properties between said parties as delineated and set forth therein.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, warranty deeds transferring to East Elkhorn Ranch, LLC and Casper Redevelopment Company, LLC, respectively, the lands as set forth in the above-described Real Estate Trade Agreement.

BE IT FURTHER RESOLVED: That the deeds the City of Casper is to receive, respectively, from East Elkhorn Ranch, LLC and Casper Redevelopment Company, LLC for the trade of their respective real properties to the City are hereby accepted, contingent upon the closing of the Real Estate Trade Agreement and the delivery of said deeds to the City and the recording thereof.

BE IT FURTHER RESOLVED: That the City Attorney, or his designee, is hereby authorized to close the transaction contemplated in the Real Estate Trade Agreement, and is hereby authorized to execute all necessary documents on behalf of the City of Casper to close the transaction set forth therein.

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

APPROVED AS TO FORM:

Walker Tremont

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Mayor

March 17, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V. H. McDonald, Assistant City Manager 

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

Recommendation:

That Council, by minute action, authorize the transfer of ownership of Retail Liquor License No. 19, from Safeway Stores 46 Inc., to Ridley's Family Markets Inc., d.b.a Ridley's Family Markets, located at 1375 CY Ave.

Summary:

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

As part of the sale of Safeway to Albertsons, certain stores were required to be sold to an owner other than Albertsons. Consequently, this Safeway store in Casper is being sold to Ridley's Family Markets Inc.

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

March 17, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager 

SUBJECT: Restaurant Liquor License No. 24

Recommendation:

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

Summary:

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

The conditions for holding a restaurant liquor license are:

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

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

ORDINANCE NO. 2-15

AN ORDINANCE APPROVING THE PLAT CREATING THE CAMBRIDGE ADDITION, THE ACCOMPANYING PUD (PLANNED UNIT DEVELOPMENT) SITE PLAN, AND THE CAMBRIDGE ADDITION SUBDIVISION AGREEMENT.

WHEREAS, an application has been made for final plat approval of the Cambridge Addition, comprising 51.80-acres, more or less, being a Portion of the SW1/4, and the SE1/4NW1/4, Section 13, T33N, R79W, 6th P.M., Natrona County, Wyoming; (the “plat”); and,

WHEREAS, the plat consists of previously unplatted land located within the Centennial Hills PUD (Planned Unit Development); and,

WHEREAS, the Centennial Hills PUD guidelines require the submittal of an accompanying site plan at the time areas within said PUD are platted; and,

WHEREAS, the applicant has submitted a site plan for approval, in conjunction with the plat, as required; and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, the plat and accompanying site plan require approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing on September 23, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve, with conditions, the request to plat the above referenced property; and,

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Cambridge Addition Subdivision Agreement.

SECTION 2:

That the final plat and accompanying site plan of the Cambridge Addition are hereby approved under terms and conditions of the Cambridge Addition Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 3 day of March, 2015.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

CHARLIE POWELL
Mayor

ORDINANCE NO. 3-15

AN ORDINANCE AMENDING A CERTAIN SECTION OF CHAPTER 17.20.240 OF THE CASPER MUNICIPAL CODE PERTAINING TO CONDITIONAL USE PERMITS, PETITION PROCEDURE AND HEARING PROCEDURE

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

Section 1:

That paragraph E. of Section 17.12.240 of the Casper Municipal Code shall be amended to read as follows:

- E. The commission shall proceed with the public hearing on the application in a manner prescribed above, and following the hearing and upon affirmative vote of a majority of ALL the members of the commission ~~present~~, the commission shall grant the conditional use and direct that permit to be issued under such terms and conditions as determined by the commission.”

PASSED on first reading this 3 day of March, 2015.

PASSED on second reading this ___ day of _____, 2015.

PASSED, APPROVED AND ADOPTED on third and final reading on this ___ day of _____, 2015.

APPROVED AS TO FORM:

Wallie Fremont

ATTEST:

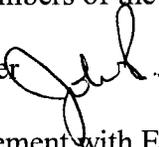
CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Charlie Powell
Mayor

March 2, 2015

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

FROM: John C. Patterson, City Manager 

SUBJECT: Amendment No. 6 to the Agreement with EDJPB

Recommendation:

Approve Amendment No. 6.

Synopsis:

For 28 years the City and the County have had a funding agreement with the Economic Development Joint Powers Board (EDJPB) for economic development assistance. This amendment codifies the verbal agreement to fund this assistance from the 1% increase in the Rocky Mountain Power (RMP) franchise fee.

Background:

Paul Bertoglio sat on the Casper Area Economic Development Alliance (CAEDA) board for years and saw the difficulties resulting from the sunset on city funding every four years. He suggested, and Council adopted, an increase in the franchise fee on electricity with the understanding that the additional \$460,000 (approximately) collected annually would be used for economic development purposes including the funding of CAEDA through the EDJPB.

Amendment No. 6 is an agreement for 10 years of funding for the EDJPB from the franchise fee increase. This gives them 10 years of security in funding.

The balance of the funds collected is segregated in an account to fund other economic development initiatives at the sole discretion of City Council.

**AMENDMENT NO. 6
JOINT POWERS AGREEMENT
CITY OF CASPER-NATRONA COUNTY CASPER AREA
ECONOMIC DEVELOPMENT JOINT POWERS BOARD**

WHEREAS, on February 17, 1987, the City of Casper, Wyoming, a municipal corporation, and Natrona County, a body corporate and political subdivision of the State of Wyoming, entered into a joint powers agreement establishing the City of Casper-Natrona County Casper Area Economic Development Joint Powers Board; and,

WHEREAS, said agreement was approved by the Attorney General for the State of Wyoming on March 31, 1987, and filed with the Secretary of State for the State of Wyoming on March 31, 1987; and,

WHEREAS, on February 20, 1996, Amendment Nos. 1 and 2 to the joint powers agreement were entered into by the City of Casper, Wyoming, a municipal corporation, and Natrona County, a body corporate and political subdivision of the State of Wyoming; and,

WHEREAS, Amendments Nos. 1 and 2 were approved by the Attorney General for the State of Wyoming on April 25, 1998 and filed with the Secretary of State on May 8, 1996; and,

WHEREAS, on August 6, 2002, Amendment No.3 to the joint powers agreement was entered into by the city of Casper, Wyoming a municipal corporation, and Natrona County, a body corporate and political subdivision of the State of Wyoming; and,

WHEREAS, Amendment No. 3 was approved by the Attorney General for the State of Wyoming on August 30, 2002, and filed with the Secretary of State on September 9, 2002; and,

WHEREAS, on March 19, 2009, Amendment No. 4 to the joint powers agreement was entered into by the City of Casper, Wyoming, a municipal corporations, and Natrona County, a body corporate and political subdivision of the State of Wyoming; and,

WHEREAS, Amendment No. 4 was approved by the Attorney General for the State of Wyoming on May 3, 2009, and filed with the Secretary of State on May 14, 2009; and,

WHEREAS, on September 17, 2011, Amendment No. 5 to the joint powers agreement was entered into by the City of Casper, Wyoming, a municipal corporations, and Natrona County, a body corporate and political subdivision of the State of Wyoming; and,

WHEREAS, Amendment No. 5 was approved by the Attorney General of the State of Wyoming on September 17, 2011, and filed with the Secretary of State on September 17, 2011; and,

WHEREAS, it is desirable and appropriate for the parties to enter into this Amendment No. 6 to said Joint Powers Agreement.

NOW, THEREFORE, BE IT HEREBY AGREED, by and between the City of Casper, Wyoming, and the County of Natrona, in the State of Wyoming that the parties' agreement of February 17, 1987, as amended by the Amendment Nos. 1,2,3,4 and 5 be amended to include the following new paragraph at the end of subsection 5.1:

5.1 The City of Casper has earmarked the sum of at least four hundred twelve thousand dollars (\$412,000) beginning in fiscal year 2016 with an escalation of 1% per fiscal year thereafter through fiscal year 2025 from its share of the Rocky Mountain Power Franchise Fee set aside for economic development on the following amortization:

<u>Year</u>	<u>Fiscal Year</u>	<u>Amount</u>
1	2016	\$ 412,000
2	2017	\$ 416,120
3	2018	\$ 420,281
4	2019	\$ 424,484
5	2020	\$ 428,729
6	2021	\$ 433,016
7	2022	\$ 437,346
8	2023	\$ 441,720
9	2024	\$ 446,137
10	2025	\$ 450,598

PROVIDED HOWEVER, the City obligation to fund the 1% escalation each year be limited to the full 1% or maximum amount available to the City from its share of the Rocky Mountain Power Franchise Fee attributable to each fiscal year, but in no case, less than the previous year’s sum.

Natrona County has earmarked the transfer of all recapture revenues received from the Elkhorn Rehabilitation Hospital lease and the rail car fees from Bishop Rail Park to the Casper Area Economic Development Joint Powers Board as consideration for JPB providing and administering an Economic Development Plan.

The aforementioned sums have been appropriated by budget resolution to the Casper Area Economic Development Joint Powers Board by the County, and by this amendment, will be appropriated to the Casper Area Economic Development Joint Powers board by the City of Casper.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Mayor

ATTEST:

NATRONA COUNTY, WYOMING

Renea Vitto
County Clerk

Forrest Chadwick
Chairman

APPROVAL BY THE ATTORNEY GENERAL

In accordance with Wyoming Statute § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the Amendment No. 6 to the Joint Powers Agreement for the City of Casper-Natrona County Casper Area Economic Development Joint Powers Board, and determined that the document is compatible with the laws and constitution of the State of Wyoming. The approval of the document by the Attorney General is limited to the terms and conditions of the document itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under these documents.

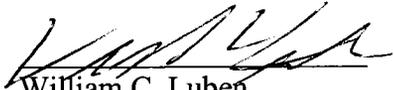
Approved this _____ day of _____, 2015.

Peter K. Michael, Attorney General
State of Wyoming

APPROVAL AS TO FORM

I have reviewed the attached *Amendment No. 6 Joint Powers Agreement City of Casper-Natrona County Casper Area Economic Development Joint Powers Board* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 12, 2015.


William C. Luben
City Attorney

RESOLUTION NO. 15-62

A RESOLUTION APPROVING AMENDMENT NO. 6 TO THE JOINT POWERS AGREEMENT FOR THE CITY OF CASPER – NATRONA COUNTY CASPER AREA ECONOMIC DEVELOPMENT JOINT POWERS BOARD.

WHEREAS, on February 17, 1987, the City of Casper and Natrona County entered into a Joint Powers Agreement establishing the City of Casper – Natrona County Casper Area Economic Development Joint Powers Board; and,

WHEREAS, a series of amendments have been entered into by and between Natrona County and the City for the funding of this Joint Powers Board; and,

WHEREAS, Natrona County and the City desire to enter into Amendment No. 6 of the Joint Powers Agreement to provide funding to this Joint Powers Board for the 2016 through 2025 fiscal years in the amount of Four Hundred Twelve Thousand Dollars (\$412,000.00) per year under the terms and conditions thereof; and,

WHEREAS, after this amendment is approved by the City, it will be forwarded to the Natrona County for its approval.

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, Amendment No. 6 to the Joint Powers Agreement for the City of Casper – Natrona County Casper Area Economic Development Joint Powers Board.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

February 6, 2015

MEMO TO: John Patterson

FROM: Kenneth S. King, Casper Fire-EMS Chief 

SUBJECT: Sole source purchase EOD9 Bomb Suit and Helmet

Recommendation:

That Council, by resolution, authorize the sole-source purchase of the EOD9 Bomb Suit with Helmet in the amount of \$7233.00.

Summary:

Bomb Techs are an essential part of our Regional Response Team. Currently we have 5 bomb techs on our regional response team employed through the Natrona County Sheriff's Office and Casper Police Department. Bomb suits were purchased back in 2007-2009 with a life of 5 years. Currently, the cost of these suits average \$27,233.00 per suit with helmet. In early 2015, the State of Wyoming issued a grant for \$20,000 to replace our current out-of-date suits. This grant is being procured through the Natrona County Sheriff's Office. We are asking for approval for the dollar amount over and above the \$20,000.

This sole source purchase request is based upon the fact the Med-Eng is the sole manufacturer of EOD-IEDD Protective Equipment in Northern America. This equipment includes the EOD 9 Bomb Suit and Helmet. Med-Eng provides the next generation of modular protection and operational flexibility for EOD and CBRNE missions.

Funds for this purchase are available in the Homeland Security Grant number 420 and 421 for Regional Response Team II.



MED-ENG

MED-ENG, LLC.
103 Tulloch Drive
Ogdensburg, NY 13669, USA
Toll Free: 1-855-633-3649
Tel: 1-613-482-8835
Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com www.med-eng.com

QUOTATION

Quote ID
QUO-04144-J8F0M4

Customer ID
4001073

Customer:	NATRONA COUNTY SHERIFF'S OFFICE 201 NORTH DAVID SECOND FLOOR CASPER WY UNITED STATES 82601
Contact:	COMMANDER J WIENKE

Ship To:	NATRONA COUNTY SHERIFF'S OFFICE 201 NORTH DAVID SECOND FLOOR CASPER WY UNITED STATES 82601
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Date	Payment Terms	Delivery *	Shipping Terms	Expiry Date	Inco term	End user	Currency
1/23/15	01 - Net 30	12 Wks A.R.O.	Ground	3/31/15	DDP - WY	NATRONA CO	US Dollar

Item No.	Part Number	Quantity	Unit	Unit Price	Discount	Total Price
1.	1004413	1.00	EA	\$15,999.00	\$0.00	\$15,999.00

SUIT EOD 9 ENHANCED MOBILITY OLIVE DRAB MEDIUM

The EOD 9 Suit has been engineered to provide superior protection against the threats of an explosive blast: overpressure, fragmentation, impact and heat. The most ergonomic full coverage ensemble in the industry today, the EOD 9 Suit has achieved an unprecedented optimal balance between protection and flexibility through the meticulous distribution of protective materials over the body. A sliding groin plate easily retracts to allow for crouching, bending and climbing movements. The EOD 9 Suit has been designed to provide maximum protection, while still permitting a high degree of flexibility and comfort to facilitate the conduct of operational duties.

The EOD 9 Suit (standard configuration) includes: Jacket with Universal Patchcord, Integrated Groin Protector (IGP), Trousers with Back Protector, Detachable Boot Covers, Grounding Strap, Carry Bag, Steel Hanger (for drying only), and User Manual & CD

* Lead time subject to change due to product availability at time of order

MED-ENG, LLC will not be bound by any additional terms and conditions, whether contained in a purchase order or other document, unless expressly agreed to by MED-ENG, LLC in writing or within our order acknowledgement. Delivery of product is subject to raw material availability. MED-ENG, LLC Terms and Conditions of Sale apply. These terms can be viewed at www.med-eng.com



MED-ENG

MED-ENG, LLC.
103 Tulloch Drive
Ogdensburg, NY 13689, USA
Toll Free: 1-855-633-3649
Tel: 1-613-482-8835
Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com www.safariland.com

QUOTATION

Fits: Height: 173 -188 cm (5'6" - 6'2"),

NSN: 8470-20-001-9423

2.	1004787	1.00	EA	\$9,356.00	\$0.00	\$9,356.00
----	---------	------	----	------------	--------	------------

HELMET EOD 9 OLIVE DRAB.
The EOD 9 Helmet Platform includes the following systems: Extensive Adjustable Comfort Liner System, 4 Point Retention System, Onboard Power Supply, Shielded Power Supply (SPS), Remote Control Module, Communications Systems Compatibility, and EOD and optional Breathing Apparatus (BA) Visor Compatibility (both visors feature built-in searchlights).

NSN: 8470-20-001-9432

3.	1002928	1.00	EA	\$1,878.00	\$0.00	\$1,878.00
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VISOR KIT EOD 9 BA Breathing Apparatus (BA) Package:
-BA Visor with Wiper and Built-in Searchlights, Visor Cover
-Throat Microphone
-Throat Strap
-Anti-Scratch/Anti-Fog Visor Applicques (5)

NSN: 8470-20-002-2183

Total Net of Discount:	\$27,233.00
Total Discount:	\$0.00
Total Freight Amount:	
Total Misc Amount	\$0.00
Total Sales Tax:	\$0.00
Total Amount:	\$27,233.00

*** Lead time subject to change due to product availability at time of order**

MED-ENG, LLC will not be bound by any additional terms and conditions, whether contained in a purchase order or other document, unless expressly agreed to by MED-ENG, LLC in writing or within our order acknowledgement. Delivery of product is subject to raw material availability. MED-ENG, LLC Terms and Conditions of Sale apply. These terms can be viewed at www.med-eng.com



January 23, 2015

SOLE SOURCE VENDOR STATEMENT

This letter is to certify that Med-Eng, LLC ("Med-Eng") (formerly "Allen-Vanguard") is the sole manufacturer for our EOD/IEDD Protective Equipment in North America. This equipment includes the EOD 9 Bomb Suit and Helmet and the TAC 6 Protective ensemble.

In September 2004 the EOD 9 ensemble was introduced. The EOD 9 ensemble provides the next generation of modular protection and operational flexibility for EOD and CBRNE missions. The EOD 9 helmet features interchangeable visors, standard and BA (Breathing Apparatus). The optional BA visor accommodates various respirators and has a remote control module that mounts on the right or left arm.

The TAC 6 uses modular and scalable components to enable users to very easily and quickly reconfigure their protection for use in a wide range of missions. Each protective item is ergonomically designed to allow for a full range of motion and greatly reduce the strain experienced by EOD and Tactical First Responders.

OTHER ACCESSORIES:

All Med-Eng suits are compatible with Med-Eng Body Cooling Systems, such as the BCS4. In the event of a CBRNE mission requiring the EOD 9, it is recommended that the CPU (chemical protective undergarment) be worn, as stipulated by a response unit's own operating procedures, with the EOD 9 and SRS 5 protective ensembles. Additionally, Med-Eng offers a Hard Wire communication system for EOD/IEDD Explosive Protection Systems. The HW-300 communication system should reduce the risks of inducing radio frequency (FR) signals into an improvised explosive device (IED).

REMOTE HANDLING TOOLS:

Remote handling equipment and tools that complement robotic vehicles or that may be used independently in a stand-alone configuration are available from Med-Eng, allowing the user to maintain minimum safety distances from a suspected device.

Remote handling tools, including all Hook and Line kits such as the HAL General Service Kits (GS& GS Lite), the HAL Vehicle and Building Kits (VK & BK), the HAL Access Kit (AK), the HAL Tactical Kit, the TM-600 Robotic Manipulator, and EDU-TAC-5000 Shield have aided in minimizing human exposure to an explosive device. The HAL GS Kits feature new or redesigned components designed to increase functionality and operational efficiency.

Included along with remote handling tools are Med-Eng's line of demolition tools, including the Remote Firing Initiator (RFI A, RFI B, and RFI C), the DXIO-U and Med-Eng's line of crimpers and cutters.

103 Tulloch Drive
Ogdensburg, NY 13669
USA
1-315-713-0130



Med-Eng offers a limited lifetime warranty on its Hook and Line (HAL) products; a one (1) year limited warranty on all other remote handling and demolition tools, and a limited two (2) year manufacturer's warranty on bomb suits and other accessories. All service repairs are performed at either our facility in Pembroke, Ontario, Canada or Ogdensburg, NY, USA, by authorized Med-Eng technicians.

Sincerely,

Paul Romano
Product Line Director
Med-Eng, LLC

Salutation

Name
Title



WYOMING OFFICE OF HOMELAND SECURITY
Purchase Pre-Approval Request

Jurisdiction: CITY OF CASPER FIRE-EMS DEPARTMENT - BERT-2		Total Award Amount: \$	100,000.00
Payee (if different from above):		Grant Project ID #:	13-GPD-RR2-RR-HRT13
Requested By: VICKI SCHULER		Award Period:	09/1/14-05/31/16
Phone: 307-235-8222	Email: VSCHULER@CITYOFCASPER	Total Pre-Approval Request: \$27,233.00 7,233.00	

Any single item purchase in excess of \$10,000 requires pre-approval from Wyoming Office of Homeland Security.

Please provide a brief description of the item to be purchased, its anticipated use and approximate cost. Please attach 3 quotes or sole-source justification.

Item	Anticipated Use	Approximate Cost
BOMB SUIT	BOMB TECH SUIT	27,233.00 Total
2.		\$
3.	I'm thinking they are only using \$8000 of our grant because they got \$20,000	\$
4.	from state but I put whole amount on there. Also thinking that \$4000, may	\$ 7,233.00
5.	come from 13-GPD-RR2-RR-HRT13 with separate invoices.	\$

Have you completed a THIRA for this award period? Yes No

What core capabilities or gap have you identified that this purchase supports? _____

Is this a NIMS typed resource? Yes No

WOHS Use Only:

Purchase request request is: Approved Denied

Comments: 02PE-01-BSUT - The bomb team is using \$20,000 of
14-GPD-RT2-BM-HMB14 -

Date Received: 2/4/16

Remaining Balance: \$ 8,1083.198

Approved by: [Signature] Program Manager Date: 2/4/15

* Separate invoices due to different federal grants - for

IMPORTANT BULLETIN

Subject: **EOD / UXO Life Expectancy Considerations**
Date: **October 31, 2013**

Med-Eng's product line of EOD/UXO ensembles are designed, engineered and built with leading technologies to offer the optimum protection in prescribed IEDD applications where a vast number of blast and fragmentation variables exist. As new technologies are developed and validated, the design of Med-Eng EOD/UXO ensembles continues to evolve, resulting in solutions that offer superior protection in the event of an explosion or detonation.

The rate of degradation of materials, and thus the level of protection afforded by an EOD/UXO ensemble, is a result of many variables. Amongst those variables are considerations of rate and type of usage, exposure to the IED and explosive effects; maintenance procedures and storage; exposure to the environment, including factors of moisture, sunlight (ultraviolet light), temperature; and age.

Given the number and extent of so many uncontrolled variables, **it is currently impracticable to provide an unequivocal statement for when the level of protection become inadequate, purely as a function of age.** Med-Eng has previously recommended that ensembles that have served for seven (7) or more years be replaced. This represented an informed assessment based on potential contributory factors that consider the effects of use, fair wear and tear, environmental exposure and materials age, drawn from informed experience of other similar equipment constructed of similar materials as well as technological obsolescence. **All ensembles should be inspected regularly. Those that have been used extensively in harsh environments, or have been inadequately maintained, may need to be replaced sooner.**

Protection from fragmentation projectiles is one of several key performance characteristics of an EOD/UXO ensemble. Since there is currently no predictive test that can provide for detection of degradation of ballistic performance or overall suit performance, **Med-Eng recommends that panels from representative operational suits, five (5) years or older, be removed and subjected to destructive ballistic testing in accordance with MIL-STD-662 or STANAG 2920. In the event that these tests result in ballistic performance that falls below the product specification minimum values, the suit should be replaced, along with suits of similar or greater age, that have been subjected to comparable operational conditions.** Operational ensembles where performance is suspect should be appropriately marked and restricted to '**Training Only**' and replaced.

Med-Eng remains committed to ongoing research in order to improve the level of protection offered in each generation of Med-Eng EOD/UXO ensembles and to inform the User appropriately. Safety is our paramount concern. The information contained in this letter may be revised as research, testing and analysis provides us with new scientific knowledge.



Paul Romano
Product Line Director

RESOLUTION NO. 15-46

A RESOLUTION AUTHORIZING THE SOLE SOURCE
PURCHASE OF THE EOD9 BOMB SUIT AND HELMET.

WHEREAS, the Casper Fire-EMS Department's Regional Response Team II needs to replace their current out-of-date bomb suits; and,

WHEREAS, Med-Eng is the only manufacturer of the EOD-IEDD Protective Equipment in Northern America; and,

WHEREAS, the Natrona County Sheriff's Department will be using a Twenty Thousand Dollar (\$20,000.00) grant and the Casper Fire-EMS Regional Response Team II will pay the balance of Seven Thousand Two Hundred Thirty Three Dollars (\$7,233.00) with grant funding.

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 the EOD9 Bomb suit and helmet.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment from the Homeland Security Grants number 420 and 421 for Regional Response Team II in the amount of Seven Thousand Two Hundred Thirty Three Dollars and no cents. (\$7,233.00)

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

March 4, 2015

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Assistant City Manager 
SUBJECT: State Small Business Credit Initiative Allocation Agreement Amendment

Recommendation:

That the City Council authorize the Mayor to sign the March 3, 2015 State Small Business Credit Initiative (SSBCI) Letter Agreement amending the Allocation Agreement.

Summary:

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

The SSBCI Program exists under an Allocation Agreement between the SSBCI Laramie Consortium and the Treasury Department. The Allocation Agreement requires the Consortium to quarterly submit financial reports and a Certification on Use of Allocated Funds document. The current process requires obtaining the signatures of the appropriate representative from all seventeen participating members in a compressed time span. This can potentially cause issues due to the schedule of some of the members' council meeting schedules and the date by which the documents are required to be submitted.

The Consortium recently requested that the Treasury Department amend the Allocation Agreement to allow the Treasury Department to accept the signature of one representative from the Consortium rather than require signatures from all seventeen members. This will streamline the quarterly certification process by eliminating time crunch caused by some members' council meeting times.

The request was granted and to implement requires the Mayor, and representatives of the other sixteen participating municipalities, to sign the attached State Small Business Credit Initiative Letter Amendment.

A resolution has been prepared for Council's consideration.



DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

March 3, 2015

VIA ELECTRONIC MAIL

City of Casper, Mayor Charlie Powell
City of Cheyenne, Mayor Richard L. Kaysen
City of Cody, Mayor Nancy Brown
City of Douglas, Mayor Bruce Jones
City of Gillette, City Administrator Carter Napier
City of Green River, Mayor Pete Rust
City of Laramie, City Manager Janine Jordan
City of Powell, Mayor Don Hillman
City of Rawlins, Mayor Robert Grauberger
City of Rock Springs, Mayor Carl Demshar
City of Edgerton, Mayor H. H. "Buck" King
City of Hanna, Mayor Tony Poulos
City of Hartville, Mayor Darrell Offe
City of Midwest, Mayor Guy Chapman
City of Pine Bluffs, Mayor Bill Shain
City of Sundance, Mayor Paul Brooks
City of Wheatland, Mayor Joe Fabian

Subject: State Small Business Credit Initiative (SSBCI) Letter Amendment

Dear Municipalities:

Upon your request, and in accordance with Section 8.3 of the Allocation Agreement entered into by and between the United States Department of the Treasury (Treasury) and the Laramie Consortium, dated December 4, 2012, and the SSBCI Modification Policy (http://www.treasury.gov/resource-center/sb-programs/Documents/SSBCI_Modification_Policy.pdf), Treasury hereby proposes to amend the Allocation Agreement to permit the Authorized Municipal Official from the Lead Municipality to submit the Quarterly and Annual Reports and the *Certification on Use of Allocated Funds* on behalf of all Members of the Laramie Consortium, subject to the schedule set forth below.

Accordingly, the parties agree to:

1. Amend Sections 4.7 and 4.8 of the Allocation Agreement to read as follows:

Section 4.7 Quarterly Reporting.

Within 30 days after the end of each quarterly reporting period (excluding the quarterly reporting period ending on the expiration date of this Allocation), the Participating

Municipalities shall deliver to Treasury a quarterly report. Each quarterly report shall be signed by, at the option of the Participating Municipalities, either (a) each of the Participating Municipalities' Authorized Municipal Official, or (b) the Authorized Municipal Official from the Lead Municipality as designated in the Cooperative Agreement governing the actions of the Consortium of Participating Municipalities. If the Participating Municipalities choose to authorize the Authorized Municipal Officer from the Lead Municipality to sign the quarterly report on behalf of all of the Participating Municipalities, the Consortium will deliver to Treasury evidence of such authorization, in form and substance satisfactory to Treasury, not less than [30] days before delivering the first quarterly report signed by the authorized Municipal Officer of the Lead Municipality. The reporting period covered by

Section 4.8 Annual Reports

- (a) For CAPs and OCSPs other than venture capital programs, by March 31 of each year, beginning March 31, 2013, the Participating Municipalities shall submit to Treasury an annual report, for the prior calendar year ending December 31st. Each annual report shall be signed by at the option of the Participating Municipalities, either (a) each of the Participating Municipalities' Authorized Municipal Official, or (b) the Authorized Municipal Official from the Lead Municipality as designated in the Cooperative Agreement governing the actions of the Consortium of Participating Municipalities. If the Participating Municipalities choose to authorize the Authorized Municipal Officer from the Lead Municipality to sign the annual report on behalf of all of the Participating Municipalities, the Consortium will deliver to Treasury evidence of such authorization, in form and substance satisfactory to Treasury, not less than [30] days before delivering the first annual report signed by the authorized Municipal Officer of the Lead Municipality. Each annual report shall be in such form as Treasury may from time to time prescribe, and shall contain the following information for each loan, . . .
2. Delete Annex 4 (but not Exhibit 4-1) to the Allocation Agreement and insert in lieu thereof the revised Annex 4 and the new Exhibit 4-2 attached hereto (with the new Exhibit 4-2 being inserted immediately behind the existing Exhibit 4-1).

Except as expressly amended hereby, the Allocation Agreement shall remain in full force and effect in accordance with its terms.

Please countersign and return this letter amendment within 20 days of the date of this letter.

Once Treasury receives the counter-signed executed amendment, we will insert the effective date, as indicated below, and will send you a copy of the fully executed letter amendment. If you have any questions, please do not hesitate to contact the Deputy Director, Jeff Stout at (202) 622-2059 or Jeffrey.Stout@treasury.gov.

Sincerely,



Jessica Milano

Deputy Assistant Secretary for Small Business, Community Development and Housing Policy

Enclosures

cc:

Katie Brandes, Office of General Counsel, Banking and Finance

Jeff Stout, Deputy Director, State Small Business Credit Initiative

Agreed:

PARTICIPATING MUNICIPALITY: City of Casper

By: _____
Name: Charlie Powell
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Cheyenne

By: _____
Name: Richard L. Kaysen
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Cody

By: _____
Name: Nancy Brown
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Douglas

By: _____
Name: Bruce Jones
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Gillette

By: _____
Name: Carter Napier
Title: City Administrator

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Green River

By: _____
Name: Pete Rust
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Laramie

By: _____
Name: Janine Jordan
Title: City Manager

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Powell

By: _____
Name: Don Hillman
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Rawlins

By: _____
Name: Robert Grauberger
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Rock Springs

By: _____
Name: Carl Demshar
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Edgerton

By: _____
Name: H. H. "Buck" King
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Hanna

By: _____
Name: Tony Poulos
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Hartville

By: _____
Name: Darrell Offe
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Midwest

By: _____
Name: Guy Chapman
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Pine Bluffs

By: _____
Name: Bill Shain
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Sundance

By: _____
Name: Paul Brooks
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

PARTICIPATING MUNICIPALITY: City of Wheatland

By: _____
Name: Joe Fabian
Title: Mayor

Effective Date:
[To be Inserted by Treasury]

ANNEX 4

This Annex 4 constitutes an integral part of the Allocation Agreement dated as of December 4, 2012, between the “Treasury”) and the Participating Municipalities. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

As part of its quarterly reporting requirement, each Participating Municipality or, at the option of the Participating Municipalities, the Authorized Municipal Official from the Lead Municipality, shall submit a certification in the form attached hereto as Exhibit 4-1 (in the case of each Participating Municipality signing the quarterly report) or Exhibit 4-2 (in the case of the Participating Municipalities having chosen to authorize the Authorized Municipal Officer from the Lead Municipality to sign the quarterly report on behalf of all of the Participating Municipalities).

EXHIBIT 4-2

CERTIFICATION ON USE-OF-ALLOCATED FUNDS

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

Reference is made to:

the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the **United States Department of the Treasury** ("Treasury") and the Participating Municipalities listed in Annex 8 of the Allocation Agreement. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

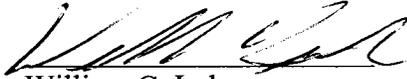
This certification is delivered to Treasury pursuant to Section 4.7 ("Quarterly Reports") of the Allocation Agreement. The undersigned, on behalf of the Participating Municipalities, hereby makes the following certifications as of the date of this certification:

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

APPROVAL AS TO FORM

I have reviewed the attached *State Small Business Credit Initiative Letter Amendment* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 6, 2015.

A handwritten signature in black ink, appearing to read 'William C. Luben', written over a horizontal line.

William C. Luben
City Attorney

RESOLUTION NO. 15-47

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE MARCH 3, 2015 STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES LETTER AGREEMENT.

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

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

WHEREAS, under the terms of the Allocation Agreement between the United States Treasury Department and the Laramie Consortium of Participating Municipalities certain quarterly reports and certifications, including "Certification On Use-Of-Allocated Funds," are to be submitted; and,

WHEREAS, such documentation must be signed by representatives of all seventeen participating municipalities in a very short time span; and,

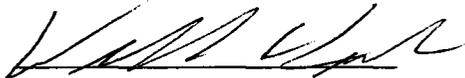
WHEREAS, the Consortium requested and was granted an amendment of the Allocation Agreement whereby the quarterly documents mentioned above may be signed by just one representative of the Consortium; and,

WHEREAS, Charlie Powell, Mayor of the City of Casper, is now designated as the Authorized Representative for the City of Casper in the Allocation Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to sign, and the City Clerk to attest, the March 3, 2015 State Small Business Credit Initiative March Letter Amendment.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

February 26, 2015

MEMO TO: John C. Patterson, City Manager
FROM: Doug Follick, Leisure Services Director 
SUBJECT: Proud to Host the Best

Recommendation:

That Council, by resolution, authorize an agreement with the Natrona County School District, Casper Events Center, Casper Area Convention and Visitors' Bureau, Casper College, and Proud to Host the Best Committee for the obligations and commitments necessary to host the Wyoming State High School volleyball, wrestling, track, and 1A/2A and 3A/4A basketball culminating events for the years 2015-2018.

Summary:

For the past seven years, the City of Casper has been the host of the Wyoming State High School volleyball, wrestling, track, and 1A/2A and 3A/4A basketball culminating events. These events bring approximately \$4.5 million annually to the local Casper community.

On February 5, 2013, the Wyoming State High School Activities Association took bids for the 2015-2018 seasons. The Proud to Host the Best Committee, in conjunction with the Natrona County School District, Casper Events Center, and the Casper Area Convention and Visitors' Bureau presented the same bid that was presented in 2010 to secure these events. The Wyoming State High School Activities Association has awarded Casper the bid for the 2015-2018 seasons.

The current agreement (attached) details commitments from the Proud to Host the Best Committee, the Natrona County School District, Casper Events Center, and the Casper Area Convention and Visitors' Bureau to ensure that each of the events has a location, is staffed appropriately, meals are provided for volunteers, and are adequately funded. The various entities have made certain commitments, which are delineated in the agreement.

A resolution has been prepared for Council's consideration.

Proud to Host the Best **2015–2018 Agreement**

THIS Agreement is hereby entered into effective on the ____ day of March, 2015, between the **Natrona County School District** (District), 970 N. Glenn Road Casper, WY; the **City of Casper**, d.b.a Casper Events Center (CEC), One (1) Events Drive Casper, WY; the **Casper Area Convention and Visitors Bureau** (CVB), 139 W. 2nd St, Suite 1B, Casper, WY; **Casper College** (College), 125 College Drive Casper, WY; and, the **Proud to Host the Best Committee** (PHB), 139 W. 2nd St, Suite 1B, Casper, WY, for the obligations and commitments necessary to host the Wyoming State High School culminating events. Throughout this document, the above referenced entities may be individually referred to as a “Party,” or collectively referred to as the “Parties.”

WHEREAS, the District, CEC, CVB, College, and PHB bid the Wyoming High School Activities Association Culminating Events for the years 2015-2018; and,

WHEREAS, the District was awarded the State Volleyball, State Wrestling, State Track, 1A/2A and 3A/4A Basketball Culminating Events; and,

WHEREAS, the Parties desire an agreement specifying their obligations and commitments for hosting these State Culminating Events;

WHEREAS, the representatives from the following participants shall be known as “the Committee” including Natrona County School District, Casper College, City of Casper, Casper Area Convention and Visitors Bureau and the “Proud to Host the Best Committee;”

NOW THEREFORE, the Parties agree to the following for each of the years 2015-2018 (ending after the completion of Spring, 2018 tournament season, June 15, 2018):

1. **CEC Obligations:**

a. The CEC shall provide the following at no charge for the events held at the CEC:

- The CEC arena including all fixed seating,
- arena level dressing rooms,
- the meeting rooms on the second floor set with necessary tables and chairs,
- volleyball courts with standards and nets,

- basketball courts, standards and baskets,
- PA system,
- scorers, officials and media courtside tables and chairs,
- crowd control equipment owned by CEC,
- all utilities at the CEC,
- CEC salaried staff,
- standard cleaning and restroom supplies for the CEC, and
- dinner in the Hospitality Room for the volunteers and officials on the Saturday night of both basketball games.

b. The CEC shall provide the following hourly staff and shall be reimbursed by PHB at the hourly rate in effect at the time of the tournament:

- Ticket sellers and ticket takers at the Volleyball, Wrestling, and both Basketball tournaments, including ticket takers and ticket sellers at Casper College or other alternate locations.
- Crowd management and parking control staff at the Volleyball, Wrestling, Track and both Basketball tournaments, including crowd management staff at Casper College or other alternate locations for the State Basketball tournaments.
- Maintenance staff to install the volleyball courts and standards and the basketball courts and standards at the CEC.

c. The CEC, in conjunction with the PHB, shall provide a budget projection for each of the events covered within this agreement prior to the occurrences of the events.

d. The CEC shall provide food, beverages and service for the Hospitality Room for all meals not provided by PHB. With the exception of the Saturday night meals for the Basketball tournaments at the CEC, all meals provided by the CEC shall be reimbursed by PHB at a per meal rate established by menus provided to PHB prior to the State Volleyball Tournament.

2. **District Obligation: NCSD #1 State Tournament Obligations:** The Natrona County School District will provide:

- Tournament Director,
- Secretarial assistant,
- Maintaining and recruiting a volunteer work base,

- Scheduling workers to fill all necessary positions for tournament operations,
- All tournament correspondence,
- Wrestling mats, including set up,
- Kelly Walsh Track and Field facilities,
- Recruit ticket takers/sellers for Track,
- Procuring substitutes for District employees needed to run the tournament,
- Clearing House for State Tournament Programs,
- Liaison to vendors for officials' refreshments,
- Copy machines and fax machines,
- Computers/printers,
- Two-way radios for officials,
- Award stands,
- Printer/copier paper,
- Clocks/timing equipment,
- Custodians for Track,
- Towels,
- Maintenance Department assistance in setting up, tearing down, and transportation of necessary equipment,
- Grounds keeping assistance for Track,
- Warehouse assistance in acquiring equipment from other districts,
- Breakfast items for Track,
- Workers'/officials' badges,
- Workers'/officials' parking passes, and
- Credentials list for CEC.

3. CVB Obligations:

- The CVB will continue to sponsor the tournaments through the PHB Committee with one large cash donation, i.e. in 2015-2018 the CVB will make a \$30,000 sponsorship donation no later than the first day of the State Wrestling tournament of each year.

- These specific amounts may, at the discretion of the Natrona County Travel & Tourism Council, increase from year to year, but shall not be less than \$30,000 annually as set forth immediately above.
- Handle the invoicing and keep track of the payments made to the PHB Committee,
- Make all payments for the PHB Committee on “Proud to Host the Best Committee” checks,
- Handle the mailings for the PHB Committee,
- Keep an accurate accounting of the PHB funds and financial history,
- Send thank you letters to sponsors,
- Send reminder letters to sponsors who are late in fulfilling their pledges,
- Re-initiate sponsor contracts and manage those contracts,
- Act as the “organizer” of the Committee, maintain and update the Committee contact list, and handle the majority of communication on behalf of the Committee,
- Ensure that all sponsors receive the correct benefits in accordance with their sponsorship level,
- Provide a place for the Committee to meet,
- Provide the various sub-committees with information in relation to sponsorship, in-kind and donation amounts,
- Provide tournament information page(s) on the visitcasper.com and playcasper.com websites,
- Provide the local business community with welcome posters for all tournaments, and
- Conduct additional promotion of the tournaments outside the scope of the PHB Committee.

4. **PHB Obligations:**

- Contact and assist in recruiting volunteers to assist the other sponsors,
- Through the various committees, secure donations and sponsorships from area businesses to fund the costs of the tournaments that are between \$125,000 and \$150,000 annually,
- PHB/CVB shall continue to prepare and circulate budgets to the Committee at each monthly meeting,

- Schedule and meet with the Wyoming High School Activities Association (WHSAA) and the facility sponsors prior to and following each tournament to determine specific needs and changes to the operations of the tournaments,
- Meet along with representative of the major sponsors with the WHSAA Commissioner and the Board of Directors no less than twice annually to discuss mutual issues related to the tournament operations,
- Secure the donations of meal sponsorships to minimize the out of pocket costs of meals for hospitality rooms at the various tournaments. Securing an estimated total of 50-100+ meals, and coordinate those meals with CEC and Casper College,
- Conduct monthly meetings with Committee chairs and sponsor representative on the status of activities,
- Act as a liaison between all major sponsors and the WHSAA on matters and possible disputes related to the Tournament contract,
- The PHB, in conjunction with the CEC, shall provide a budget projection for each of the events covered within this agreement prior to the occurrences of the events, and
- Pay for State Track ticket takers and ticket sellers (who shall be recruited by NCSD) for State Track at the current hourly rate.

5. **College Obligation:**

- Casper College will donate the use of the T-bird Gym and all related costs to such facility, including all maintenance, janitorial and utilities. The College will also continue to sponsor the tournaments through the PHB Committee with a cash donation annually of \$10,000, to be approved by the trustees annually.
- The College will in no way be responsible for any monetary shortfall related to this agreement.

6. **Miscellaneous:**

- a. **Amendment.** This agreement may only be altered by written amendment signed by all Parties hereto. No other agreement, written or verbal, shall have any force and effect on the Parties hereto for the subject matter hereof.

b. **No Waiver of Governmental Rights.** The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Parties specifically reserve the right to assert any and all immunities, rights, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

c. **No Indemnification.** No Party shall be responsible for indemnification of any other Party. Each Party shall bear its own legal expenses, fees, or abilities should any arise from this agreement or any events referenced herein.

d. **No Withdrawal Without Consent.** No Party may withdraw from its obligations under this agreement prior to the expiration date of the contract without the written approval of all the other Parties hereto. The expiration date of this Agreement is after the completion of Spring, 2018 tournament season June 15, 2018.

e. **Interpretation.** This Agreement, consisting of these standard terms and conditions and the terms/instructions typed on the face of this Agreement together with the Exhibits attached hereto, if any, shall constitute the entire Agreement between the Parties, and no other proposals, representations, promises, conversations, bids, memoranda, or other matter shall vary, alter or interpret the terms hereof unless otherwise specified above. Failure of any Party to exercise any option, right or privilege under this Agreement or to demand compliance as to any obligation or covenant of the other Party or Parties shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly evidenced by a properly executed document. Any inconsistency or conflict between the standard terms and conditions set forth herein and those typed on the face of this Agreement or any attachment thereof shall be resolved by giving precedence in the following order: First, typed instructions and/or conditions on the face of this Agreement which shall incorporate by reference the Terms and Conditions herein; and Second, the attachment(s), if any, attached hereto.

f. **Saving Clause.** The Parties agree that if any part, term, or provision of this Agreement is held illegal or in conflict with any law of the Federal or State Government where this contract is made, or any governmental entity having jurisdiction over any of the Parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term,

or provisions held to be invalid, unless the effect thereof would materially change the economic burden of, or benefit to, any Party.

g. **Agreement to Perform Within Standards.** Each Party warrants that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily practiced by an experienced and competent professional or tradesman rendering the same or similar services. Each Party, on behalf of itself, employees and agents, agrees to know and abide by all local, state and federal common and statutory law, rules and regulations.

h. **Force Majeure.** The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, earthquake, volcanic activity, severe weather (flood, ice, wind, rain, drought, etc.), governmental action, war or terrorism acts, acts of God, or any other cause similar to the foregoing which are beyond the reasonable control of the Party from whom the affected performance was due.

i. **Assignment.** All obligations herein shall be intended to be binding upon the successors and assigns of the Parties. However, the Parties shall not assign this Agreement without the prior written consent of the other Parties, who shall not unreasonably withhold consent of assignment.

j. **Audit Rights.** Each Party responsible for bookkeeping and accounting herein shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to itself and other Parties. Said records shall be available for inspection by any Party or its authorized representative within five (5) business days of a written request by any Party for examination.

k. **Non-Discrimination.** The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulation prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741) are incorporated herein. All Parties further agree to know and abide by all Local, State and Federal laws, statutes, rules and regulations pertaining to non-discrimination related to age, disability and other civil rights.

l. **Official Notices.** All official notices arising from the provisions of this Agreement shall be in writing and sent to the Parties to the person identified for the

District and Contractor, above, at the address provided under this Agreement, either by regular or express mail, facsimile or delivery in person.

- Office of the Superintendent, Natrona County School District, 970 N. Glenn Road Casper, 82601
- Executive Director, Casper Area Convention and Visitors Bureau, 139 W. 2nd St, Suite 1B, Casper, WY 82601
- Office of the President, Casper College, 125 College Drive, Casper, WY 82601
- Director, Casper Events Center, One (1) Events Drive, Casper, WY 82601
- Director, Proud to Host the Best Committee, 139 W. 2nd St, Suite 1B, Casper, WY 82601

m. **Ownership of Documents.** All documents and product of any kind resulting from performance of this Agreement are at all times during the course of the performance, and afterwards, the property of the Party creating the document.

n. **Conflict of Interest Prohibited.** No Party shall engage in any activity, or accept any employment, contract, interest or contribution that would reasonably appear to compromise that Party's professional judgment with respect to the services deliverable under this Agreement. Should such situation develop or present itself to any Party at any time, the Party shall notify the other Parties in writing immediately, and request their written acknowledgment and consent, which shall not be withheld unreasonably.

o. **Common Standards/Values.** Each Party hereby promises and warrants that it shall not, and shall not allow its employees, agents or subcontractors, to bring drugs, alcohol or pornographic materials of any kind or nature on to Casper College or Natrona County School District property. The Parties shall not permit those convicted of sexual offenses to provide services or delivery of products on Casper College or Natrona County School District property.

p. **Binding Effect.** This Agreement shall not be binding upon any Party unless and until this Agreement has been reduced to writing and signed by authorized agents for all Parties.

q. **Interpretation, Laws of Wyoming.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming and federal law, if applicable. The Parties agree that the courts of the State of

Wyoming shall have jurisdiction over any and all actions arising out of this Agreement and over the Parties, any filings shall be, and the venue shall be, in the Seventh Judicial District, Natrona County, Wyoming. In the event that litigation arises concerning the specific and/or general terms and conditions of this Agreement.

r. **Availability of Government Funds.** Each payment obligation of each governmental Party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services to be performed by any governmental Party, this Agreement may be terminated by the Parties without penalty, and no Party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section.

s. **No Third Party Beneficiaries.** The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to it, and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

t. **Effective Date/Execution in Parts.** Parties agree that the Agreement may be executed at dates and times convenient to the Parties, and that the Agreement shall be effective upon the date of the last endorsement necessary to secure a binding Agreement, or the "Effective Date" noted on Page 1, whichever is later.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Mayor

NATRONA COUNTY SCHOOL
DISTRICT #1

CASPER AREA CONVENTION
AND VISITORS BUREAU

Stephen Hopkins
Superintendent

Christine Hill
Chairman

CASPER COLLEGE

PROUD TO HOST THE BEST

Dr. Walt Nolte
President

Aaron M. McCreight
Chairman

APPROVAL AS TO FORM

I have reviewed the attached *Proud to Host the Best 2015-2018 Agreement*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 25, 2015



Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 15-48

A RESOLUTION AUTHORIZING AN AGREEMENT FOR THE OBLIGATIONS AND COMMITMENTS NECESSARY TO HOST THE WYOMING STATE HIGH SCHOOL VOLLEYBALL, WRESTLING, TRACK, AND 1A/2A AND 3A/4A BASKETBALL CULMINATING EVENTS.

WHEREAS, the Natrona County School District, Casper Events Center, Casper Area Convention and Visitors Bureau, Proud to Host the Best Committee, and Casper College bid the Wyoming High School Activities Association Culminating Events for the years 2015-2018; and,

WHEREAS, the District was awarded the State Volleyball, State Wrestling, State Track, and 1A/2A and 3A/4A Basketball Culminating Events; and,

WHEREAS, the parties desire an agreement specifying their obligations and commitments for hosting these State Culminating Events.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with the Natrona County School District, Casper Area Convention and Visitors Bureau, Proud to Host the Best Committee, and Casper College for the Wyoming High School Activities Association's Culminating Events for the years 2015-2018, under terms and conditions more specifically delineated in the agreement.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

March 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E., Public Utilities Manager 

SUBJECT: Temporary License Agreement with Home Depot USA, Inc.

Recommendation:

That Council, by resolution, authorize a Temporary License Agreement with Home Depot USA for the City to perform a condition assessment of the Home Depot USA Water Distribution System.

Summary:

The Town of Evansville desires to construct an emergency connection between their water distribution system and the City of Casper water distribution system. This connection would be used in times of emergencies such as if the Town of Evansville water treatment plant or booster station became inoperable. Evansville has received a grant from the Wyoming Water Development Commission to construct this emergency connection.

The nearest and most economical connection between the two water distribution systems is through the privately owned Home Depot USA water distribution system as shown on Exhibit "A" of the Temporary License Agreement document. The State will only fund emergency connections between governmental entities.

The Home Depot USA water distribution system was constructed in 2000 and met all then existing City of Casper design and construction specification requirements. The private system should be in good shape, however an assessment of the Home Depot USA water distribution system is needed to ensure no major problems exist. The assessment would entail fire hydrant flow testing, ensuring all fire hydrants are up to grade and have the proper breakoff flange at the proper height, ensuring each fire hydrant drains properly, operating each system valve to ensure they work, checking valve box alignments, making sure the valve boxes are up to grade, and ensuring the valve boxes are not covered with asphalt. Water service to the Home Depot store will not be affected during the assessment.

If the assessment indicates the privately owned Home Depot USA water distribution system is suitable for ownership, operation, and maintenance by the City, an assumption of ownership agreement would be negotiated between the City and Home Depot USA. After that, a water sales agreement with the Town of Evansville will be prepared for the emergency water connection between the two systems. All costs for necessary easements and construction would be borne by Evansville.

Prior to 2007, private water distribution systems were allowed within the City of Casper. In 2007, the policy changed. No new private water distribution systems were allowed within the City of Casper. Private systems usually don't properly maintain their systems (including fire hydrants) and have a habit of calling the City for help when they experience problems within their systems.

The City has no real need to assume ownership of the Home Depot distribution system other than provide a means to supply the Town of Evansville with an Emergency Water Connection. By the City assuming ownership, it relieves Home Depot of all operation and maintenance responsibilities for its water distribution system including the yearly servicing and testing of the fire hydrants, and ensuring all valves are in working order and accessible.

A resolution is prepared for Council's consideration.

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of March, 2015, by and between HOME DEPOT U.S.A., INC. ("Licensor"), and CITY OF CASPER, Wyoming ("Licensee").

W I T N E S S E T H T H A T:

WHEREAS, Licensor is the owner of certain property located at 4900 East 2nd Street, Casper, WY 82609 (the "Property");

WHEREAS, Licensor desires to grant to Licensee and Licensee desires to accept from Licensor, a temporary revocable license to access Licensor's premises located on the Property for the purposes of performing a fire flow testing and assessment of Licensor's water distribution system.

NOW, THEREFORE, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), the mutual agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor hereby agree as follows:

1. License. Licensor hereby grants to Licensee, for itself, its designees, agents, employees, and representatives, a license to enter the building located on the Property for the purposes of performing fire flow test and assessment of Licensor's water distribution system according to the plans attached hereto on Exhibit A, subject to the further terms and provisions hereof. Licensee shall conduct the fire flow testing during hours of off-peak demand and shall ensure there is sufficient water available in the event of a fire while the fire flow testing is being performed.
2. Term. The term of the license shall commence on April 1, 2015, shall automatically expire on thirty (30) days thereafter (the "Term"), unless earlier terminated by Licensee or Licensor as provided herein. Licensor shall provide Licensee (Beverly.metz@homedepot.com) and Licensee's counsel (robert.nagle@naglelaw.com) with not less than forty-eight (48) hours e-mail notice of the time and date upon which Licensee plans on entering the Property so that Licensor, at its option, may have one of its representatives present during Licensee's entry onto the Property and to notify Licensor's store personnel of such entry. In the event any portion of Licensor's building or the Property is damaged during such entry, Licensee shall restore the Property or improvements to its condition existing prior to the commencement of such activities which disturb or alter the Property or building.
3. Compliance With Laws. Licensee shall not use the Property for any illegal purpose, in violation of any rule, regulation, ordinance or statute of any governmental body, or in any manner to create any nuisance or trespass.
4. Governmental Claims. Licensee does not waive any right or rights Licensee may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* Licensee specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

5. Insurance. In the event work is done by a third party contractor (i.e., not Licensee), prior to any entry upon the Property by such third party, the contractor shall deliver to Licensor an original endorsement to the contractor's commercial general liability insurance policy which evidences that contractor is carrying a commercial general liability insurance policy with a financially responsible insurance company acceptable to Licensor, covering (i) the activities of contractors, its agents, contractors, subcontractors and employees on or about the Property, and (ii) Licensee's indemnity obligation set forth above. Such endorsement shall evidence that such insurance policy shall have a per occurrence limit of at least \$2,000,000 and an aggregate limit of at least \$5,000,000, shall name Licensor as an additional insured, and shall be primary and noncontributing with any other insurance available to Licensor. In the event the Licensee is performing such work itself, the insurance limit shall be reduced to \$500,000 and there shall be no requirement that Licensor be named as an additional insured.

6. Termination. Either party may terminate this Agreement at any time upon written notice to the other party and such termination shall be effective seventy-two (72) hours following receipt of such notice.

7. Disclaimer. Licensee accepts the Property "As Is, Where Is" and "subject to all faults". Licensor disclaims any express or implied warranties of merchantability or fitness for any particular use or purpose. Licensor shall not be responsible for making any improvements or repairs to the Property or furnishing any equipment, materials or services in connection with the use of the Property by Licensee. All property kept at the Property and all activities at the Property shall be at the sole risk of Licensee. Licensor shall not be liable for, and Licensee waives and releases all claims for loss or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Property. Licensee agrees to use and Licensor occupy the Property at Licensee's own risk, and Licensee hereby assumes the full risk and responsibility for loss, destruction or damage occurring as a result of such use.

8. Miscellaneous.

a. All notices or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Licensor: Home Depot U.S.A., Inc.
2455 Paces Ferry Road, C-20
Atlanta, GA 30339
Attention: Real Estate Legal
Facsimile Number: (770) 384-3042

If to Licensee: City of Casper
200 N. David
Casper WY, 82601
Attention: City Attorney's Office
Facsimile: (307) 235-7506

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice or communication shall be deemed to have been given on the actual date of delivery. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

b. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located. All captions, headings, section, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to supplement, limit, or otherwise vary the terms of this Agreement. The invalidity or enforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement constitutes the sole and entire agreement of the parties and shall be binding upon and shall inure to benefit of the parties and their respective heirs, executors, administrators, successors, successors-in-title, and assigns.

c. This License may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, authorized representatives of Licensor and Licensee have executed this Agreement under seal as of the dates set forth below.

LICENSOR:

HOME DEPOT U.S.A., INC.
a Delaware corporation

By: Suzanne Russo
Suzanne Russo
Senior Corporate Counsel
Its: _____

LICENSEE:

CITY OF CASPER

By: _____
Charlie Powell
Mayor

EXHIBIT A

EXHIBIT "A"

EXISTING WATER INFRASTRUCTURE CASPER / EVANSVILLE / PRIVATE



- PARCEL
- WATER LINE (TOWN OF EVANSVILLE)
- WATER LINE (CITY OF CASPER)
- HOME DEPOT WATER LINES
- HYDRANT

215

1 INCH = 150 FEET

SOURCE(S): NHDIG; WLC, 2010 AERIAL IMAGERY
 DATE: 2/19/2019; 8:00 AM
 PATH: N:\GINTOWN OF EVANSVILLE\1597 - TOWN OF EVANSVILLE- EVANSVILLE EMERGENCY WATER CONNECTION\BMAPS\EVANSVILLE_EMERGENCY_WATER_CONNECT_20150219.mxd

THIS DOCUMENT CONTAINS INFORMATION PREPARED BY OTHERS. WLC HAS NOT VERIFIED THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION. WLC SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS, AND WLC CAN NOT AND DOES NOT WARRANT THEIR ACCURACY. ANY USER OF THIS INFORMATION AGREES TO WAIVE ALL CLAIMS AGAINST WLC ARISING FROM THE SERVICES PERFORMED BY WLC.

EXHIBIT “A-2”

The assessment and fire flow testing of the Licensor’s water distribution system includes the following:

- Fire hydrant fire flow testing
- Ensure all fire hydrants are up to grade
- Ensure all fire hydrants have the proper breakoff flange at the proper height
- Ensure all fire hydrants drain properly
- Ensure all main line and fire hydrant valves work
- Ensure all valve boxes are aligned properly
- Ensure all valves are at grade and not covered by asphalt or concrete
- Ensure the two-inch domestic curb stop for Home Depot is up to grade and in working condition

Water service to the Home Depot water store will not be affected during this assessment. Fire hydrant fire flow testing shall be performed during hours of off-peak demand.

APPROVAL AS TO FORM

I have reviewed the attached *Temporary License Agreement between Home Depot, U.S.A., Inc. and the City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 12, 2015



Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 15-49

A RESOLUTION AUTHORIZING A TEMPORARY LICENSE AGREEMENT WITH HOME DEPOT USA, INC. FOR THE CITY TO PERFORM A CONDITION ASSESSMENT OF THE HOME DEPOT USA WATER DISTRIBUTION SYSTEM.

WHEREAS, The Town of Evansville desires to construct an emergency connection between the City of Casper water distribution system and the Evansville water distribution system; and,

WHEREAS, the closest and most economical connection between the Town of Evansville water distribution system and the City of Casper water distribution system is through the privately owned Home Depot USA water distribution system; and,

WHEREAS, the funding agency for the Evansville emergency connection project will only allow a connection between governmental entities; and,

WHEREAS, an assessment needs to be made of the privately owned Home Depot USA water distribution system to ascertain if it is in a condition that the City of Casper could assume for ownership, operation, and maintenance; and,

WHEREAS, if the assessment indicates the privately owned Home Depot USA water distribution system is suitable for ownership, operation, and maintenance by the City, an assumption of ownership agreement may be negotiated between the City and Home Depot USA; and,

WHEREAS, such Temporary License Agreement is deemed to be in the best interest of the City of Casper.

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 Temporary License Agreement with Home Depot USA, Inc. for the City to perform a condition assessment of the Home Depot USA water distribution system.

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

APPROVED AS TO FORM:



(Home Depot Temporary License Agreement Resolution)

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

February 27, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with 71 Construction, Inc.
Highland Park Stormwater Detention Facility, Project No. 13-63

Recommendation:

That Council, by resolution, authorize an agreement with 71 Construction, Inc., for construction of the Highland Park Stormwater Detention Facility, Project No. 13-63, for the base bid amount of \$580,397.10. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$19,602.90, for a total project amount of \$600,000.00.

Summary:

On February 24, 2015, bids were received from two (2) contractors for construction of the Highland Park Stormwater Detention Facility Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
71 Construction, Inc.	Casper, Wyoming	\$580,397.10
Wayne Coleman Construction	Mills, Wyoming	\$598,307.00

The estimate prepared by the City's Consulting Engineer was \$463,299.75.

With the recent completion of the City of Casper 2013 Stormwater Management Master Plan, the City of Casper has begun to implement recommended stormwater projects from the plan to improve flood control and provide water quality and community enhancements. This project was identified as the highest priority.

Plans for the project include raising the dam and deepening the bottom of the pond, improvements to the outlet structure and piping, as well as improvements to all of the inlet pipes that feed the pond. Wetlands revegetation will be included, as well as three educational plaques for those who use the park and pathway. Construction of the improvements is to be completed by December 4, 2015.

Funding for the project will be from 1%#14 funds for Stormwater Projects.

A resolution is prepared for Council's consideration.

(Unit Price Agreement Form)

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Casper desires to construct stormwater detention facilities and appurtenances; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as **Highland Park Stormwater Detention Facility, Project 13-63**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **Highland Park Stormwater Detention Facility, Project 13-63**, hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by WLC Engineering, Surveying and Planning, Inc., 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 Substantial Completion shall include all Work required to make the project operational for its intended use including all piping, erosion control, concrete work, grading, and seeding.
- 3.2 The Work will be substantially completed by **November 20, 2015**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **December 4, 2015**. Final completion shall include all items complete including landscaping and clean-up.
- 3.3 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 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars (\$1,000)** for each day that expires after the time specified in Paragraph 3.1 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 **One Thousand Dollars (\$1,000)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Five Hundred Eighty Thousand Three Hundred Ninety-Seven and 10/100 Dollars (\$580,397.10), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-4, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

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

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

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

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the

work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda No. 1.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-43, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 Technical Specifications.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.

- 8.12 Minutes of Pre-Bid Conference, if any.
- 8.13 Contract Drawings, consisting of 8 sheets, with each sheet bearing the following general title:

Highland Park Stormwater Detention Facility, Project 13-63.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

(This space intentionally left blank)

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2015.

APPROVED AS TO FORM:

(Highland Park Stormwater Detention Facility, Project 13-63)



CONTRACTOR:

ATTEST:

71 Construction, Inc.
PO Box 4600
Casper, WY 82604

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: V.H. McDonald

By: Charlie Powell

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Highland Park Stormwater Detention Facility
Project No. 13-63

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **November 20, 2015** and completed and ready for final payment not later than **December 4, 2015**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>February 18, 2015</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

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: \$ 580,397.10

TOTAL BASE BID, IN WORDS: Five hundred eighty thousand three hundred ninety seven and ten cents DOLLARS.

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

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

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

- A. Required Bid Guaranty in the form of a Bid Bond (unless otherwise provided by the City).
- B. Itemized Bid Schedule.
- C. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 711 CONSTRUCTION
7072 BARTON / PO Box 4600
CASPER, WY 82604

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

Submitted on February 24, 2015.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

WYOMING
(State of Incorporation or Organization)

By: *Steve Leftin* (seal)
(Title) PREZ

(Seal)

Attest: *Shelley Henning, east secretary*

Business Address: PO Box 4600
Casper WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

HIGHLAND PARK STORMWATER DETENTION FACILITIES

ABBREVIATIONS

LF - Linear Foot
SY - Square Yard

EA - Each
FA - Force Account

LS - Lump Sum

BID SCHEDULE

Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
1	MOBILIZATION <i>thirty thousand three hundred thirty-nine</i> Dollars and <i>sixty</i> Cents	LS	LUMP SUM	\$ <i>30,399.60</i>	\$ <i>30,399.60</i>
2	MISCELLANEOUS FORCE ACCOUNT TEN THOUSAND Dollars and ZERO Cents	FA	1	\$10,000.00	\$10,000.00
3	TEMPORARY TRAFFIC CONTROL <i>One thousand eight hundred</i> Dollars and <i>no</i> Cents	LS	1	\$ <i>1800.00</i>	\$ <i>1800.00</i>
4	TOPSOIL REMOVAL/REPLACEMENT <i>Five</i> Dollars and <i>fourty</i> Cents	CY	8,650	\$ <i>5.40</i>	\$ <i>46,710.00</i>
5	LEVEL AND COMPACT WASTE DISPOSAL AREA <i>Six thousand</i> Dollars and <i>no</i> Cents	LS	1	\$ <i>6,000.00</i>	\$ <i>6,000.00</i>
6	UNCLASSIFIED EXCAVATION <i>Six</i> Dollars and <i>ten</i> Cents	CY	20,900	\$ <i>6.10</i>	\$ <i>127,490.00</i>
7	24" CLASS III RCP STORM PIPE <i>Fifty</i> Dollars and <i>twenty-five</i> Cents	LF	490	\$ <i>50.75</i>	\$ <i>24,867.50</i>
8	36" CLASS III RCP STORM PIPE <i>One hundred - three</i> Dollars and <i>no</i> Cents	LF	90	\$ <i>103.00</i>	\$ <i>9,270.00</i>
9	REMOVE AND REPLACE 36" RCP STORM PIPE <i>One hundred</i> Dollars and <i>no</i> Cents	LF	59	\$ <i>100.00</i>	\$ <i>5,900.00</i>
10	43"X63" CLASS III RCP ARCH STORM PIPE <i>three hundred thirty-five</i> Dollars and <i>no</i> Cents	LF	20	\$ <i>335.00</i>	\$ <i>6,700.00</i>

11	24" CLASS III RCP FE SECTION <i>Fourteen hundred</i> Dollars and <i>no</i> Cents	EA	1	\$ 1400.00	\$ 1,400.00
12	INSTALL 18" CMP FE <i>three hundred</i> Dollars and <i>no</i> Cents	EA	1	\$ 300.00	\$ 300.00
13	INSTALL 48" CMP FE <i>One thousand five hundred</i> Dollars and <i>no</i> Cents	EA	1	\$ 1500.00	\$ 1,500.00
14	INSTALL 24" RCP CONCRETE HEADWALL <i>three thousand</i> Dollars and <i>no</i> Cents	EA	1	\$ 3000.00	\$ 3,000.00
15	REMOVE AND REPLACE CONCRETE VALLEY PAN <i>One hundred twenty five</i> Dollars and <i>no</i> Cents	SY	13	\$ 125.00	\$ 1,625.00
16	REMOVE AND RESET 24" CLASS III RCP FE SECTION <i>Nine hundred</i> Dollars and <i>no</i> Cents	EA	1	\$ 900.00	\$ 900.00
17	REMOVE AND RESET 30" CLASS III RCP FE SECTION <i>Nine hundred</i> Dollars and <i>no</i> Cents	EA	1	\$ 900.00	\$ 900.00
18	36" CLASS III RCP FE SECTION <i>Twentieth hundred</i> Dollars and <i>no</i> Cents	EA	2	\$ 1900.00	\$ 3800.00
19	REMOVE AND RESET 43"X 63" ARCH PIPE FE <i>One thousand five hundred</i> Dollars and <i>no</i> Cents	EA	1	\$ 1500.00	\$ 1500.00
20	HIGHLAND PARK LOW FLOW CONTROLLED OUTLET STRUCTURE <i>Sixty five hundred</i> Dollars and <i>no</i> Cents	EA	1	\$ 6500.00	\$ 6500.00
21	STORM SEWER CONCRETE MANHOLE <i>twelve thousand five hundred</i> Dollars and <i>no</i> Cents	EA	1	\$ 12500.00	\$ 12,500.00
22	GROUT ABANDONED PIPE ENDS <i>One hundred fifty one</i> Dollars and <i>fifty</i> Cents	CY	50	\$ 151.50	\$ 7575.00

23	REMOVE AND REPLACE CONCRETE PATHWAY <i>Fifty-nine</i> Dollars and <i>thirteen-five</i> Cents	SY	25	\$ 59.25	\$ 1,481.25
24	REMOVE AND REPLACE ASPHALT PATHWAY <i>Sixty-nine</i> Dollars and <i>thirty</i> Cents	SY	25	\$ 69.50	\$ 1,737.50
25	GEOTEXTILE MATERIAL SEPARATION FABRIC <i>two</i> Dollars and <i>ten</i> Cents	SY	950	\$ 2.10	\$ 1,995.00
26	18" D50 GROUTED RIP RAP <i>One hundred four</i> Dollars and <i>no</i> Cents	SY	415	\$ 104.00	\$ 43,160.00
27	9" THICK GABION BASKET <i>Sixty-six</i> Dollars and <i>fifty</i> Cents	SY	545	\$ 66.50	\$ 36,242.50
28	FOUNDATION MATERIAL <i>Fourty-six</i> Dollars and <i>seventy-five</i> Cents	CY	205	\$ 46.75	\$ 9,583.75
29	TURF REINFORCEMENT MATTING WITH IRRIGATED TURF SEEDING <i>Twenty-seven</i> Dollars and <i>no</i> Cents	SY	2720	\$ 27.00	\$ 73,440.00
30	SPRINKLER SYSTEM IMPROVEMENTS <i>Fourteen thousand seven hundred</i> Dollars and <i>no</i> Cents	LS	1	\$ 14,700.00	\$ 14,700.00
31	WETLANDS SEEDING TYPE 1 <i>Eighty-two hundred</i> Dollars and <i>no</i> Cents	AC	0.6	\$ 8,200.00	\$ 4,920.00
32	WETLANDS SEEDING TYPE 2 <i>Eight thousand seven hundred</i> Dollars and <i>no</i> Cents	AC	1.9	\$ 8,700.00	\$ 16,530.00
33	UPLAND SEEDING <i>Fourty-eight hundred</i> Dollars and <i>no</i> Cents	AC	5.8	\$ 4,800.00	\$ 27,940.00
34	REMOVE AND REPLACE SOD <i>Sixteen</i> Dollars and <i>fifty</i> Cents	SY	300	\$ 16.50	\$ 4,950.00

35	REMOVE AND REPLACE EXISTING CHAIN LINK FENCE <i>thirty-seven</i> Dollars and <i>no</i> Cents	LF	340	\$ <i>27.00</i>	\$ <i>9,180.00</i>
36	SWPPP IMPLEMENTATION <i>thirty-seven hundred</i> Dollars and <i>no</i> Cents	LS	1	\$ <i>3,700.00</i>	\$ <i>3,700.00</i>
37	REMOVE AND DISPOSE OF EXISTING POWER POLES <i>eight hundred</i> Dollars and <i>no</i> Cents	EA	2	\$ <i>800.00</i>	\$ <i>1,600.00</i>
38	REMOVE AND DISPOSE OF EXISTING STRUCTURE IN HIGHLAND PARK WASTE AREA <i>One thousand two hundred</i> Dollars and <i>no</i> Cents	LS	1	\$ <i>1,200.00</i>	\$ <i>1,200.00</i>
39	STORM INLET ABANDONMENT <i>Sixteen hundred</i> Dollars and <i>no</i> Cents	LS	1	\$ <i>1,600.00</i>	\$ <i>1,600.00</i>
40	REMOVE AND DISPOSE OF EXISTING HIGHLAND PARK TREE PILE <i>Six thousand three hundred</i> Dollars and <i>no</i> Cents	LS	1	\$ <i>6,300.00</i>	\$ <i>6,300.00</i>
41	INSTALL INTERPRETATIVE NOVALLOY METAL IMAGING SIGN <i>thirty-two hundred</i> Dollars and <i>no</i> Cents	EA	3	\$ <i>3,200.00</i>	\$ <i>9,600.00</i>
TOTAL BASE BID (Items 1-41)					
<i>Five hundred eighty thousand three hundred ninety seven</i> Dollars and <i>ten</i> Cents				\$ <i>580,397.10</i>	

RESOLUTION NO. 15-50

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE HIGHLAND PARK STORMWATER DETENTION FACILITY PROJECT NO.13-63.

WHEREAS, the City of Casper desires to increase stormwater detention capacity at the Highland Park Stormwater Detention Facility for better downstream flood control; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the Highland Park Stormwater Detention Facility, Project 13-63; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 71 Construction, Inc., for those services, in the amount of Five Hundred Eighty Thousand Three Hundred Ninety-Seven and 10/100 Dollars (\$580,397.10).

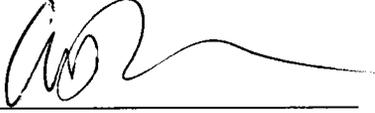
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Eighty Thousand Three Hundred Ninety-Seven and 10/100 Dollars (\$580,397.10), and Nineteen Thousand Six Hundred Two and 90/100 Dollars (\$19,602.90) for a construction contingency account, for a total price of Six Hundred Thousand and 00/100 Dollars (\$600,000.00).

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

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

APPROVED AS TO FORM:

(Highland Park Stormwater Detention Facility, Project 13-63)

A handwritten signature in black ink, appearing to be 'V. H. McDonald', written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

February 25, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Installation and Service Company, Inc.
2015 CPU Asphalt Repair Project 15-01

Recommendation:

That Council, by resolution, authorize an agreement with Installation and Service Company, Inc., for the 2015 Casper Public Utilities (CPU) Asphalt Repair, Project No. 15-01, in the amount of \$351,550, and a contingency amount of \$20,000, for a total contract amount of \$371,550.

Summary:

On February 25, 2015, the City of Casper received one (1) bid for the 2015 CPU Asphalt Repair Project. The bid received is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Installation & Service Co, Inc.	Mills, Wyoming	\$351,550

The engineer's estimate prepared by the City Engineering Office was \$335,000, with the low bid received at \$351,550. Adding a construction contingency amount of \$20,000 will bring the total contract amount to \$371,550.

The 2015 CPU Asphalt Repair contract includes bid quantities for furnishing and installing asphalt and base course materials and other related work based on scheduled in-house waterline replacement work, as well as an estimated number of water main breaks that may occur. The contract includes provisions for the imposition of liquidated damages if the contractor fails to address individual street repair sites in a timely manner.

Funding for this project will be from the FY15 General Water Fund.

A resolution is prepared for Council's consideration.

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Installation and Service Company, Inc., P.O. Box 2938, Mills, Wyoming 82644, hereinafter referred to as "Contractor."

WHEREAS, the City of Casper is desires to repair asphalt damaged due to the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program; and,

WHEREAS, Installation and Service Company, Inc., is able and willing to provide those services specified as the 2015 CPU Asphalt Repair Project No. 15-01.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2015 CPU Asphalt Repair Project, No. 15-01.

Contractor shall perform all the work required by the Contract Documents for supplying, patching, and finishing of asphalt concrete for street repairs, and rotomilling and repairing of asphalt at various locations throughout the City of Casper and environs, for the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program, for the period of April 15, 2015, through April 14, 2016.

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 Within ten (10) days after the execution of this Agreement, the Owner will provide Contractor a written listing of "winter time" street repair locations, indicating locations requiring repair from the previous winter period as part of this Agreement. The Contractor shall finally complete these "winter time" street asphaltic repairs locations no later than June 15, 2015. The Owner assumes all responsibility for maintenance and traffic control of the "winter time" repair locations until Contractor mobilization to each location, prior to June 16, 2015. Starting June 16, 2015, the Contractor shall assume all responsibilities for any unfinished "winter time" asphaltic repairs, including all maintenance and traffic control. If

the Contractor fails to finally complete any "winter time" street asphaltic repair location by June 15, 2015, liquidated damages as per Article 3.7 shall be invoked.

- 3.2 All asphaltic repairs locations of less than 2,000 square feet associated with the repair program, located throughout the City of Casper and environs, shall be started within seventy-two (72) hours, or three (3) working days, after email notification to Contractor by Owner that the site is ready for repair. If work does not commence within the seventy-two (72) hour or three (3) working day time period, the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept all responsibility for cuts less than 2,000 square feet within seventy-two (72) hours, or three (3) working days, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within ten (10) working days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.3 All asphaltic repairs greater than 2,000 square feet associated with the replacement program, located throughout the City of Casper and environs, shall be started within one hundred and twenty (120) hours or five (5) working days after email notification to Contractor by Owner, that the site is ready for repair. If work does not commence within this time period the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept responsibility for cuts within one hundred and twenty (120) hours or five (5) working days of email notification, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within fifteen (15) days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.4 Any and all asphaltic street repair locations provided to Contractor by Owner between the date of this Agreement and June 15, 2015, shall be simultaneously completed in accordance with Articles 3.1, 3.2, and 3.3, above.
- 3.5 Once the work commences, there shall be no delays. The work shall progress in a timely continuous manner until completion. If the Contractor should discontinue work prior to completion without Owner's approval, it shall result in liquidated damages for delay as agreed in Article 3.7 of the "Agreement Between Owner and Contractor".
- 3.6 If the Contractor, or the City of Casper representative, feels that in order to adequately insure proper repairs to any given asphalt repair, that complete street closure is necessary, it shall be the Contractor's responsibility to notify all affected residences. If the closure affects business, the affected business shall be given a minimum of a 24-hour notice prior to closure.
- 3.7 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 finally completed by the times and schedules specified in Paragraphs 3.1 through 3.5, inclusive, 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 finally 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 Two Hundred Fifty Dollars (\$250) for each day that expires after the times specified in Paragraphs 3.1 and 3.2, and Five Hundred Dollars (\$500) for each day that expires after the times specified in Paragraphs 3.3 through 3.5, inclusive, for final completion. 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 Three Hundred Fifty-One Thousand Five Hundred Fifty Dollars (\$351,550.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. SUBSTANTIAL COMPLETION

All references in the General Conditions regarding Substantial Completion shall be disregarded, and are not a part of the Contract. All progress payments to the Contractor shall be based upon acceptance of the work as finally complete at each individual work site for street repairs.

ARTICLE 6. 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.

6.1 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.

6.1.1 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.

- 6.1.2 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.
 - 6.1.3 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 6.2, Final Payment.
 - 6.1.4 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.
- 6.2 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 7. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$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 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 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.
- 8.2 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.

- 8.3 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.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 8.5 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.
- 8.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 9. 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:

- 9.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 9.2 Exhibit "A" - Bid Form.
- 9.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 9.4 Addenda No. ____.
- 9.5 Performance and Payment Bonds.
- 9.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 9.7 Notice of Award.
- 9.8 Notice to Proceed.
- 9.9 Minutes of the Pre-Bid Conference, if any.
- 9.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

- 9.12 General Requirements, consisting of seven (7) sections.
- 9.13 Special Provisions, consisting of one (1) section.
- 9.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 9.16 Notice of Substantial Completion.

ARTICLE 10. 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.

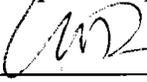
ARTICLE 11. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2015.

APPROVED AS TO FORM:
(2015 CPU Asphalt Repair Project No. 15-01)



CONTRACTOR:

ATTEST:

Installation and Service Company, Inc.
P.O. Box 2938
Mills, Wyoming 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
V.H. McDonald

By: _____
Charlie Powell

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 2015 CPU Asphalt Repair
 Project No. 15-01

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by April 14, 2016, and completed and ready for final payment not later than April 14, 2016, in accordance with the Bidding Documents.

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

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

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

 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

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

 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 351,550.⁰⁰

TOTAL BASE BID, IN WORDS: Three hundred Fifty one thousand Five hundred Fifty and ⁰⁰/₁₀₀ DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Installation & Service Co, Inc
P.O. Box 2938
Mills, WY 82644

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

Submitted on February 25, 2015.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Installation & Service Co, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)
Vice-President
(Title)

(Seal)

Attest: Judy L. Spurgin

Business Address: P.O. Box 2938
Mills, Wyo 82644

Phone Number: 307-473-9000

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.)

ITEMIZED BID SCHEDULE
2015 CPU ASPHALT REPAIR PROJECT NO. 15-01
CASPER PUBLIC SERVICES DEPARTMENT

ABBREVIATIONS

SY = Square yard SYI = Square yard inch CY = Cubic Yard LF = Lineal Feet EA = Each

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
A-1	2,500	SYI	Furnish and install hot mix asphalt for patches less than 200 square feet for <u>Nineteen</u> Dollar(s) and <u>Zero</u> Cent(s) Per square yard-inch.	19	00	47,500	00
A-2	8,500	SYI	Furnish and install hot mix asphalt for patches between 200 and 2,000 square feet for <u>Eleven</u> Dollar(s) and <u>Fifty</u> Cent(s) per square yard-inch.	11	50	97,750	00
A-3	13,000	SYI	Furnish and install hot mix asphalt for patches greater than 2,000 square feet for <u>Ten</u> Dollar(s) and <u>fifty</u> Cent(s) per square yard-inch.	10	50	136,500	00
B-1	850	CY	Furnish and install Type "W" base coarse for patches greater than 2,000 square feet for <u>Forty Nine</u> Dollar(s) and <u>Zero</u> Cent(s) per cubic yard.	49	00	41,650	00

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
C-1	4,000	LF	Rotomill asphalt to a required depth for asphalt repair areas greater than 2,000 square feet for _____ <u>Two</u> Dollar(s) and _____ <u>Sixty</u> Cent(s) per lineal foot.	2	<u>60</u>	10,400	<u>00</u>
D-1	250	SY	Install geotextile separation fabric for _____ <u>Two</u> Dollar(s) and _____ <u>Fifty</u> Cent(s) per square yard.	2	<u>50</u>	625	<u>00</u>
E-1	10	EA	Furnish and Install concrete manhole collar for _____ <u>Six hundred fifty</u> Dollar(s) and _____ <u>zero</u> Cent(s) per each.	650	<u>00</u>	6,500	<u>00</u>
E-2	25	EA	Furnish and Install concrete valvebox collar for _____ <u>Four hundred twenty five</u> Dollar(s) and _____ <u>zero</u> Cent(s) per each.	425	<u>00</u>	10,625	<u>00</u>
TOTAL BASE BID (Addition of Items A-1 through E-2)				351,550.00			

Bid Submitted By: Installation & Service Co, Inc
(Name of individual, partnership, corporation or LLC, or joint venture)

RESOLUTION NO. 15-51

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
INSTALLATION AND SERVICE COMPANY, INC., FOR THE 2015
CASPER PUBLIC UTILITIES ASPHALT REPAIR PROJECT.

WHEREAS, the City of Casper desires to contract for street repairs for the 2015 Casper
Public Utilities Asphalt Repair Project; and,

WHEREAS, Installation and Service Company, Inc., of Casper, Wyoming, is ready,
willing and able to provide those services specified as the 2015 Casper Public Utilities Asphalt Repair
Project; and,

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

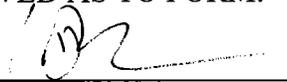
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the
City Clerk to attest, an agreement with Installation and Service Company, Inc., Casper, Wyoming, for
these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make
verified partial payments and contract extensions throughout the project, retaining those amounts
prescribed by the agreement, equal to a total amount not to exceed Three Hundred Fifty-One Thousand
Five Hundred Fifty Dollars (\$351,550), and Twenty Thousand Dollars (\$20,000) for a contingency
account, for a total price of Three Hundred Seventy-One Thousand Five Hundred Fifty Dollars
(\$371,550).

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

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

February 26, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Cindie Langston, Solid Waste Manager
Jason Knopp, P.E., City Engineer 
Alex Sveda, P.E., Associate Engineer

SUBJECT: Solid Waste Truck Barn Expansion, Project No. 13-48.

Recommendation:

That Council, by resolution, authorize a contract with Caspar Building Systems, Inc., for the Solid Waste Truck Barn Expansion, Project No. 13-48, in the amount of \$1,863,286. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$93,164, for a total project amount of 1,956,450.

Summary:

On Tuesday, February 24, 2015 three (3) bids were received for construction of the Solid Waste Truck Barn Expansion. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
Caspar Building Systems, Inc.	Casper, WY	\$1,863,286
Haselden Construction	Casper, WY	\$2,076,500
Fuller Enterprises Construction	Casper, WY	\$2,124,651

The project will double the size of the current garage facility, and it will complete the original design and address the storage requirements to maintain the current fleet of sanitation vehicles. Construction includes four (4) new garage bays; a vehicle wash bay area to conform to current Wyoming Department of Environmental Quality requirements; new office area; repairs to existing floor areas for better drainage; and retrofits to existing lighting for energy conservation.

GSG Architecture has been hired by the City of Casper for design and construction administration of the project. The Engineer's estimate prepared by GSG Architecture for the project was \$1,920,587. Substantial completion is set for September 2015.

The funding for this project will be from the FY15 Solid Waste, Buildings budget.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Agreement with Caspar Building Systems, Inc., 1975 Old Salt Creek Highway, Casper Wyoming, 82601, hereinafter referred to as the Contractor."

WHEREAS, the City of Casper desires to have improvements and additions made to their existing Solid Waste Sanitation Truck Barn Facility; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the Solid Waste Truck Barn Expansion, Project No. 13-48.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Solid Waste Truck Barn Expansion, Project No. 13-48, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by GSG Architecture who is hereinafter referred to as the "Engineer" or "Architect" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or 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 **September 30th, 2015** and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **October 30th, 2015**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Thousand Dollars (\$2,000.00) 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 One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion

and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million Eight Hundred Sixty-Three Thousand Two Hundred Eighty-Six Dollars (\$1,863,286.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided for the Base Bid only, and Total Alternate #1, Total Alternate #2, and Total Alternate #3, contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-5) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

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

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. Number (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of Twenty (20) sections.
- 8.10 Special Provisions consisting of Thirty Five (35) Sections and Thirty Six (36) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

Solid Waste Truck Barn Expansion, Project No. 13-48
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

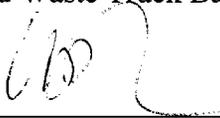
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2015.

APPROVED AS TO FORM:
(Solid Waste Truck Barn Expansion, Project No. 13-48)



ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

V. H. McDonald
Title: City Clerk

CONTRACTOR:

Caspar Building Systems, Inc.
1975 Old Salt Creek Highway
Casper WY 82601

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Charlie Powell
Title: Mayor

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

TOTAL COMBINED BID, IN NUMERALS: \$ 1,632,000.00

TOTAL COMBINED BID, IN WORDS: One million six Hundred Thirty Two Thousand & 00/100 DOLLARS.

Alternate #1: Remove and replace floor and related components in the existing truck barn as described in the contract documents and identified as Alternate No.1.

TOTAL ALTERNATE #1 (add or deduct), IN NUMERALS: \$ 213,155

TOTAL ALTERNATE #1 (add or deduct), IN WORDS:

TWO HUNDRED THIRTEEN THOUSAND ONE HUNDRED DOLLARS.

FIFTY FIVE & 00/100

Alternate #2: Remove existing light fixtures and related components in the existing truck barn and replace with light-emitting-diode type light fixtures as described in the contract documents and identified as Alternate No.2.

TOTAL ALTERNATE #2 (add or deduct), IN NUMERALS: \$ 10,505

TOTAL ALTERNATE #2 (add or deduct), IN WORDS:

TEN THOUSAND FIVE HUNDRED FIVE & 00/100 DOLLARS.

Alternate #3: Install skylights and related components in the existing truck barn as described in the contract documents and identified as Alternate No.3.

TOTAL ALTERNATE #3 (add or deduct), IN NUMERALS: \$ 7626

TOTAL ALTERNATE #3 (add or deduct), IN WORDS:

SEVEN THOUSAND SIX HUNDRED TWENTY SIX & 00/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is

as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Non-Collusive Affidavit.
 - C. List of Subcontractors.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 1975 OLD SALT CREEK HIGHWAY
CASPER, WYOMING 82601

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

Submitted on FEBRUARY 24, 2015.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

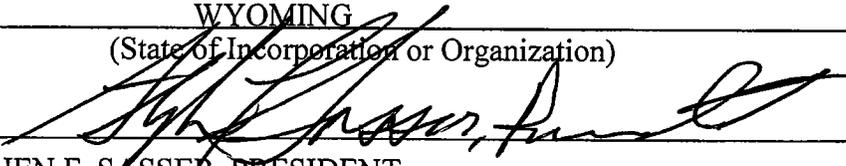
Phone Number: _____

A PARTNERSHIP

A CORPORATION OR LIMITED LIABILITY COMPANY

By: CASPAR BUILDING SYSTEMS, INC. (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By:  (seal)
STEPHEN F. SASSER, PRESIDENT

(Title)

(Seal)
Attest: 

Business Address: 1975 OLD SALT CREEK HIGHWAY
CASPER, WYOMING 82601

Phone Number: (307) 235-5690

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.)

RESOLUTION NO. 15-52

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC, FOR CONSTRUCTION OF THE SOLID WASTE TRUCK BARN EXPANSION PROJECT.

WHEREAS, the City of Casper desires to construct an expansion to the Solid Waste Truck Barn facility; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the Solid Waste Truck Barn Expansion, Project No. 13-48; 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 Thirty Thousand Dollars (\$30,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

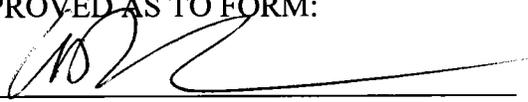
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Agreement with Caspar Building Systems, Inc. for those services, in the amount of One Million Eight Hundred Sixty-Three Thousand Two Hundred Eighty-Six Dollars (\$1,863,286.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed One Million Eight Hundred Sixty-Three Thousand Two Hundred Eighty-Six Dollars (\$1,863,286.00) and Ninety-Three Thousand One Hundred Sixty-Four Dollars (\$93,164.00) for a construction contingency account, for a total price of One Million Nine Hundred Fifty-Six Thousand Four Hundred Fifty Dollars (\$1,956,450.00).

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

March 5, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Utility Service/Repair Permit with the Wyoming Department of Transportation
Water Distribution Line for Magnolia Street

Recommendation:

That Council, by resolution, execute an utility service/repair permit with the Wyoming Department of Transportation (WYDOT), for installation of a water distribution line within WYDOT right-of-way to serve Magnolia Street as part of the Tractor Supply Site Plan.

Summary:

Tractor Supply Company is preparing to construct a new retail store on Magnolia Street located off of Highway 220 as part of the DMK Addition. Installation of the water distribution line requires work within Highway 220, a WYDOT controlled right-of-way.

As the water distribution line will ultimately be owned and operated by the City of Casper along the length of Magnolia Street, WYDOT requires a permit for this installation. The permit 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**

UTILITY SERVICE/REPAIR PERMIT

1. Parties.

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

2. Purpose of Permit.

The Agency hereby grants permission to the Permittee to connect an 8-inch water distribution branch line
(Description of work to be done)

_____ to/on their existing
16-inch water main line hereinafter referred to as Facility, located at:

Street CY Avenue & South Magnolia Street City/Town Casper

Section(s) 24 Township 33N Range 80W County (ies) Natrona

Route WY Hwy 220 Milepost (RM) 112.23 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 permit packet.

Entering R/W: Latitude 42.81408 N Longitude 106.38974 W

Exiting R/W: Latitude 42.81415 N Longitude 106.38978 W

FOR DISTRICT USE ONLY				
M-54 Folder Number		M-54 Dist Ref Number:		M-21 Dist. Ref. Number:
ML:		Maintenance Section:		

3. Plan/Staking Sheet.

The Utility shall attach hereto a plan sheet and/or staking sheet showing facilities to be repaired, maintained or having new service connections as part of this Permit. This plan sheet, shall be designated Exhibit "A" and made a part of this Permit. The Exhibit "A" shall comply with the Wyoming Department of Transportation Utility Accommodation Regulation and shall include the following 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.
- 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.
- The preferred and maximum sheet size shall be 11" x 17".

Conditions.

This Permit is subject to the following conditions:

- a. This Permit is for the purpose of providing new service connections to, maintaining or repairing existing licensed facilities and does not permit new construction or extensive replacement of utility lines; such work requires a Utilities License, Form M-54. New service connections shall fall under the provisions of the existing Utility License.
- b. The work allowed under this permit shall commence only after the execution of this permit by both parties. If due to an emergency, work must begin before a permit can be processed, verbal approval must be obtained from the District Maintenance Engineer and a permit executed as soon as possible.
- c. The Permittee shall perform all necessary work in the maintenance or tapping of the utility and the cost of such work shall be borne solely by the Permittee. The work to be performed by the Permittee shall include the following as deemed applicable by the Department:
 - i. Sub-excavation of all unstable material and compaction of all backfill or special backfill to a density equal to the surrounding material or as defined by the Department. Density tests will be provided by Permittee whenever it is deemed necessary.
 - ii. All backfill shall be placed to the top of the sub-grade and the surface course or courses shall be replaced by like or better materials. (Asphalt pavement shall be replaced with asphalt pavement and concrete by concrete pavement).
 - iii. Furnish, provide, erect and maintain all necessary barricades, lights, reflectorized signs and take all necessary precautions for the protection of the work and safety of the traveling public at the work area in accordance with "Manual on Uniform Traffic Control Devices (MUTCD)" or WYDOT's "Traffic Control for Roadway Work Operations Manual".
 - iv. Boring or jacking shall be performed with a minimum of surface opening.
- d. If ground settlement or paving failure occurs after Permittee has completed backfilling and resurfacing the utility cut, the Department will correct such settlement or failure; and all labor, material and equipment required to make such correction will be billed to the Permittee.

4. Signatures.

In witness thereof, the parties to this Permit, either personally or through their duly authorized representatives, have executed this Permit on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Permit. The effective date of this Permit is the date of the signature last affixed to this page.

PERMITTEE

City of Casper

Printed Name and Title

Signature

Date

(_____) _____
Phone Number

E-mail

CURRENT POINT OF CONTACT FOR COMPANY (If different from Permittee above)

Printed Name and Title

(_____) _____
Phone Number

E-mail

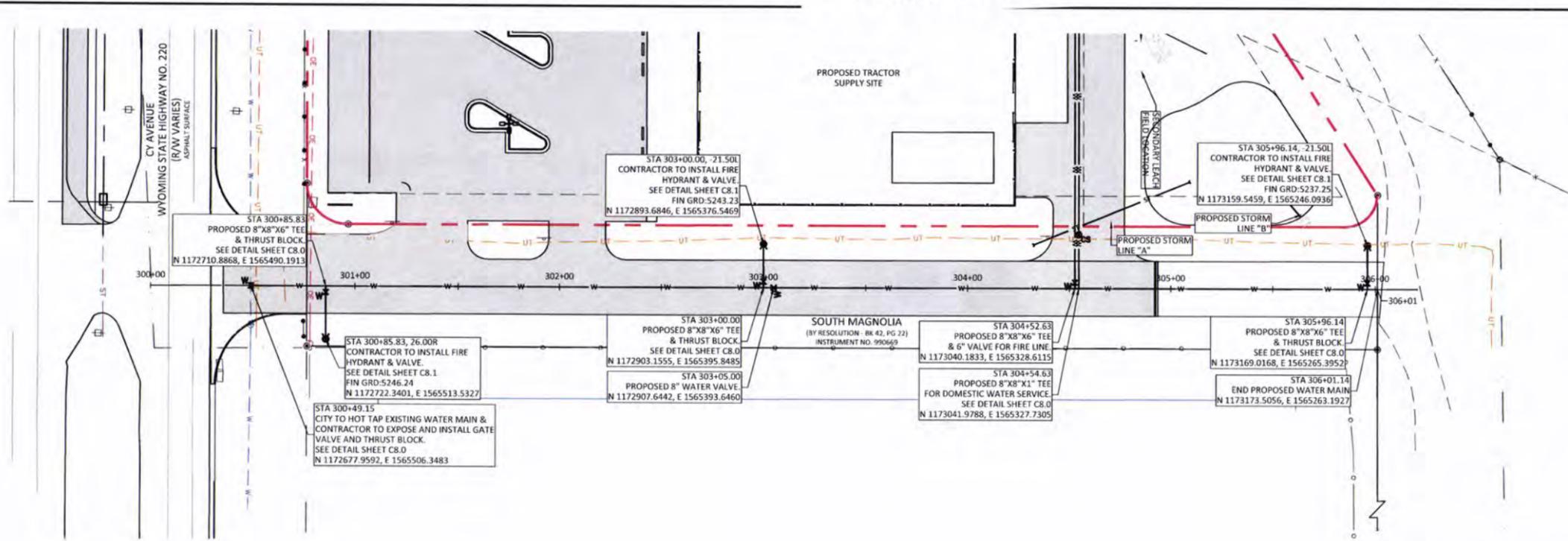
AGENCY

District Representative Printed Name and Title

Signature

Date

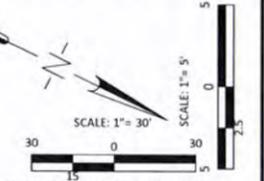
EXHIBIT A



CONTROL POINTS / BENCHMARKS				
PT#	NORTHING	EASTING	DESCRIPTION	ELEVATION
201	1172599.37	1564886.89	3" BRASS CAP FOUND, 1988 CASPER WEST ADDITION W/LC L5548, 50' EAST OF OVERHEAD POWER LINE	5267.94
202	1172415.02	1564888.56	3" BRASS CAP FOUND, 1988 CASPER WEST ADDITION W/LC L5548, 10' SOUTH OF POWER POLE, 4' NORTH OF RIGHT-OF-WAY BARBED WIRE FENCE	5267.28
203	1173062.41	1563916.89	CITY CONTROL POINT 2606, 1-1/2" ORANGE PLASTIC CAP, 4' FROM SIGN	5206.14

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

- GENERAL WATER NOTES:**
- CONSTRUCTION SHALL NOT START ON ANY PUBLIC WATER SYSTEM UNTIL WRITTEN APPROVAL OR PERMITS HAVE BEEN RECEIVED FROM THE OWNER.
 - ALL UTILITY TRENCHES CONSTRUCTED UNDER AREAS THAT RECEIVE PAYING SHALL BE BACKFILLED TO 18 INCHES ABOVE THE TOP OF THE PIPE WITH SELECT GRANULAR MATERIAL PLACED ON EIGHT-INCH LIFTS, AND COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
 - CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE LIABILITY OF THE CONTRACTOR. INBERG-MILLER ENGINEERS AND OWNER ARE TO BE HELD HARMLESS.
 - DISINFECTION AND PRESSURE TESTING OF WATER LINES SHALL BE PERFORMED AND PAID FOR BY THE CONTRACTOR UNDER SUPERVISION OF A REPRESENTATIVE OF THE CITY WATER DEPARTMENT. CONTRACTOR SHALL NOTIFY THE CITY OF CASPER WATER DEPARTMENT 24 HOURS MINIMUM PRIOR TO ANY TESTING.
 - ALL WATER AND SANITARY SEWER SYSTEMS THAT ARE TO BE PUBLIC SHALL BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS PREVIOUSLY APPROVED BY THE CITY OF CASPER AND THE APPROPRIATE STATE AGENCY AND SHALL BE INSPECTED BY THE CITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THIS INSPECTION OCCURS.
 - LOCATIONS SHOWN FOR PROPOSED WATER LINES ARE APPROXIMATE. VARIATIONS MAY BE MADE, WITH APPROVAL OF THE ENGINEER, TO AVOID CONFLICTS.
 - CONTRACTOR TO INSTALL TRACKING TAPE ALONG ALL NON-METALLIC WATER MAINS AND SERVICE LINES PER SPECIFICATIONS.
 - CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF NEW UTILITIES.
 - WATER LINES SHALL HAVE A MINIMUM COVER OF 72 INCHES. ALL VALVES ON MAINS AND FIRE HYDRANT LEADS SHALL BE WITH VALVE BOX ASSEMBLIES. THE SIZE OF VALVE BOX ASSEMBLY TO BE INSTALLED IS DETERMINED BY THE TYPE AND SIZE OF VALVE. VALVE BOX CAPS SHALL HAVE THE WORD "WATER".
 - A MINIMUM HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SANITARY SEWER LINES. WHEN IT IS NECESSARY FOR ANY WATER LINE TO CROSS A SANITARY SEWER LINE, THE SEWER LINE SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE AT LEAST 10 FEET EITHER SIDE OF THE WATER LINE UNLESS THE WATER LINE IS AT LEAST 2 FEET CLEAR DISTANCE ABOVE THE SANITARY SEWER LINE.



Any use, reuse, or CADD adaptation of this drawing other than for the specific purpose intended, by anyone, without written authorization from the engineer, will be at the Client's risk and full legal responsibility.

NO.	DESCRIPTION	DATE	BY	CHK
1	ADDED DECEL LANES & REVS PER CLIENT REQUEST	01/28/15	BJH	CRK

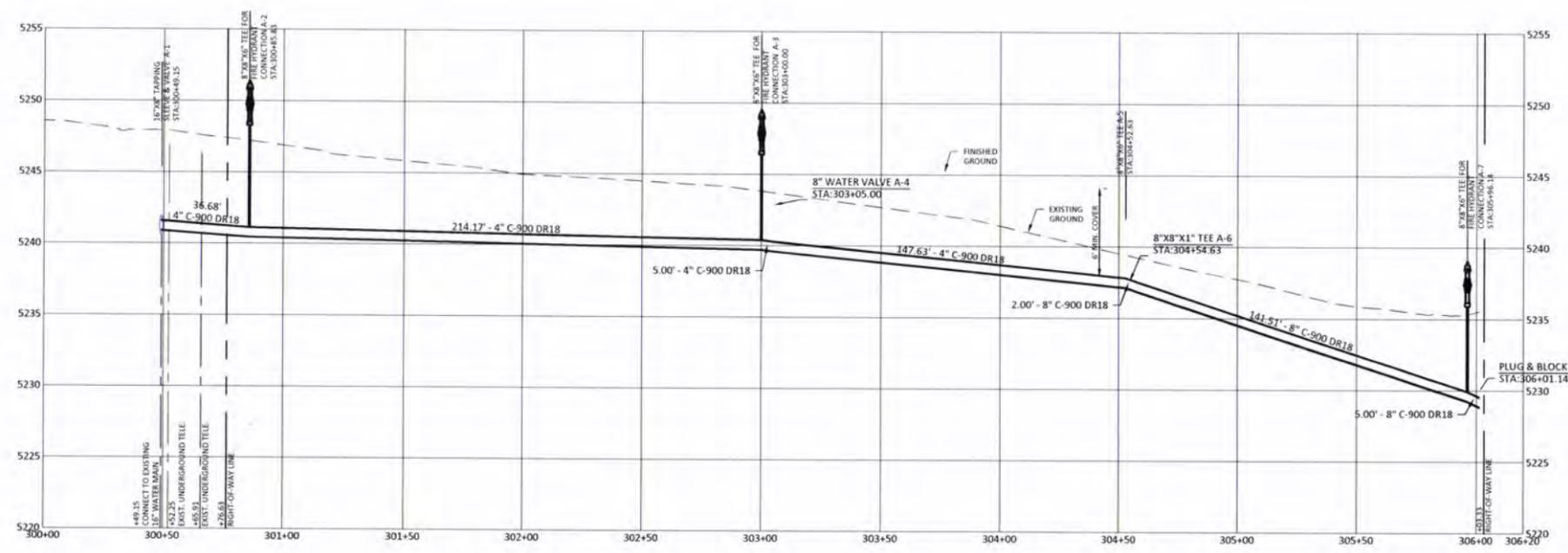
INBERG-MILLER ENGINEERS
124 East Main Street, 1133 East 6th Street, 100 Pacific Building, 113 West Flamingo Avenue, 1312 E. Richards St. 19th
Reno, NV 89501 Casper, WY 82501 Cheyenne, WY 82007 Green River, WY 82530 Douglas, WY 82523
301-624-6118 307-627-9000 307-624-9227 307-624-4394 307-269-7000

TRACTOR SUPPLY COMPANY - WATER PLAN & PROFILE
CASPER, WYOMING

KETTLER REAL ESTATE

SCALE: HORIZ 1"=30' VERT 1"=5'
DIN: BJH/MDH BK: PAGE: CHK: CRK DATE: 12/28/14 JOB NO: 17365-CE

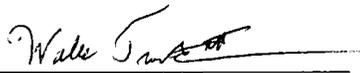
SHEET **C6.0**



APPROVAL AS TO FORM

I have reviewed the attached *Utility Service/Repair Permit with the Wyoming Department of Transportation for a New Water Distribution Line for Magnolia Street as part of the DMK Addition*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 9, 2015

A handwritten signature in black ink, appearing to read "Wallace Trembath III", is written over a horizontal line.

Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 15-53

A RESOLUTION AUTHORIZING A UTILITY SERVICE/REPAIR PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW WATER DISTRIBUTION LINE FOR MAGNOLIA STREET AS PART OF THE DMK ADDITION.

WHEREAS, Tractor Supply Company is preparing to develop a lot within the DMK Addition and must install a water distribution line along the length of Magnolia Street to supply water to this subdivision; and,

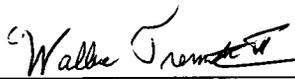
WHEREAS, construction of the water distribution line requires installation within Wyoming Department of Transportation right-of-way; and,

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 a utility service/repair permit with the Wyoming Department of Transportation for the DMK Addition.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Service 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 the behalf of the Governing Body on all matters relating to the license agreement.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

March 5, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Access Permit from Wyoming Department of Transportation
For Magnolia Street

Recommendation:

That Council, by resolution, execute an access permit with the Wyoming Department of Transportation (WYDOT), for installation of Magnolia Street within WYDOT right-of-way to allow a connection to Highway 220/CY Avenue.

Summary:

Tractor Supply Company is preparing to construct a new retail store on Magnolia Street located off of Highway 220/CY Avenue as part of the DMK Addition. The construction of Magnolia Street requires work within Highway 220, a WYDOT controlled right-of-way.

As Magnolia Street will ultimately be owned and operated by the City of Casper, WYDOT requires a permit for this installation. The permit documents the conditions under which the facility may be installed and is required by WYDOT.

A resolution is prepared for Council's consideration.



Permit # _____
For WYDOT Use Only

Wyoming Department of Transportation
Access Application

Property Owner (Permittee) <i>CITY OF CASPER</i>		Applicant or Agent (if different from Property Owner)	
Business (if applicable)		Business (if applicable)	
Mailing Address <i>200 NORTH DAVID STREET</i>		Mailing Address	
City <i>CASPER</i>		City	
State <i>WY</i>	Zip Code <i>82601</i>	State	Zip Code
Phone Number <i>307-235-8341</i>		Phone Number	
E-mail Address <i>jknopp@cityofcasperwy.com</i>		E-mail Address	
Property Address of Requested Access (if known) <i>5300 CY AVENUE</i>			
Located on Highway <i>220</i>		Side of Highway <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	
Approximately <i>4,185</i> feet/mile (circle: N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W) from Milepost/Intersection <i>112</i>			
Legal Description			
County <i>NATRONA</i>	Subdivision <i>DMR SUBDIV.</i>	Block	Lot <i>2</i>
Section		Township	Range
Access requested			
<input type="checkbox"/> New Access <input type="checkbox"/> Temporary Access <input checked="" type="checkbox"/> Change in Access Use <input type="checkbox"/> Removal of Access			
Check appropriate box if requesting a new access or change in access use.			
<input type="checkbox"/> Major <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Field			
Does the property owner own or have any interests in the adjacent property?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, please describe:			
Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, list them on your plans and indicate the proposed and existing access points			
I, the undersigned property owner, request permission to construct an access driveway on Wyoming Department of Transportation right of-way at the above property, subject to the rules and regulations contained in the " Rules and Regulations, General Section, Chapter 13, Access Facilities, approved by the Transportation Commission of Wyoming and promulgated by authority of W.S. 24-2-105 and W.S. 24-6-101 through W.S. 24-6-111 to administer access facilities on the state highway system".			
If an access permit is issued to you, <u>the applicant agrees to the terms and conditions as stated in the permit.</u>			
Applicant or Agent Signature for Permittee		Date	
Applications for access permits will be accepted only from an individual(s), partnerships, corporations, or other bodies recognized by law as owning all or the major interest in the property or by a party having an easement through the property abutting the highway right of-way or proposed highway.			
Property Owner Signature		Date	

Instructions

Form M-3A, Application for permit to Construct Access Driveway must be submitted to your local Wyoming Department of Transportation Maintenance Foreman. He will review and then submit all necessary paperwork to the District Traffic Engineer for processing. The applicant must submit two copies of the M-3A form filled in and signed by the individual, partnership, corporation, qualified agent, or other body recognized by law as owning all or the major interest in the property abutting the highway right of way or proposed highway. The planned property ingress or egress must be indicated as one of the following:

- **Field (Minor) Access.** An entrance to and/or exit from a field or unoccupied property if the access is not used daily throughout the year. Daily use for only a few weeks a year still qualifies as field access.
- **Residential Access.** An access providing entrance to and/or exit from residential dwelling(s) for exclusive use and benefit of those residing therein.
- **Commercial Access.** An entrance into and/or exit from any business, commercial development, cultural/institutional complex, public establishment, or any development serving 10 or more family residences.
- **Major Access.** Any access that generates more than 50 trip ends in any hour of a typical day or is a public street or access.

A business letter shall accompany the application. The letter should have a heading: including name, address, and telephone number of the above owner or owners, estimate of daily traffic, and state what you propose to do, (EX: where you intend to construct the access, when the work will be started, an estimate of completion time).

A drawing or a sketch showing sufficient dimensions shall be submitted with the application. Which clearly indicates the character and extent of the proposed work to include all or part the following?

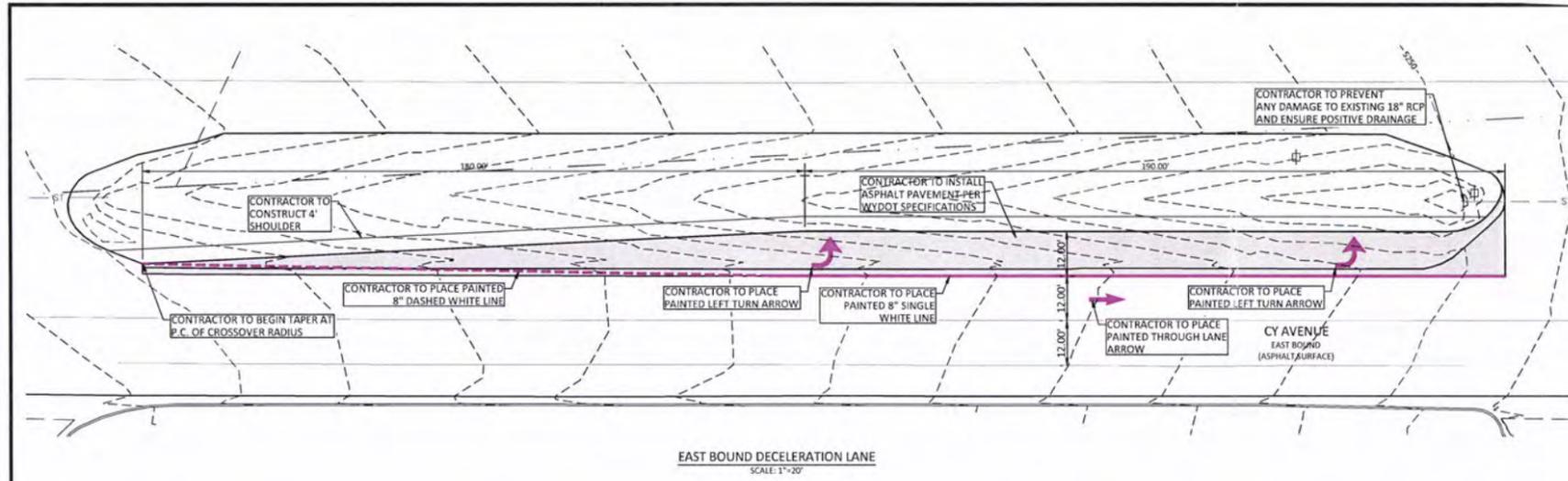
- Proposed access.
- Land description to include the Section, Township, and Range
- The location of all existing or proposed buildings, stands, pumps, retaining walls, and other physical features which affect the access location.
- Property lines, dimensions, and existing accesses.
- All drainage which affects the access location.
- All accesses outside of the property but within 330 feet (urban), 660 feet (rural) of the property line.
- Off street parking locations which may affect access location.
- Radll of proposed accesses.

If Right-of-Way fence is involved, you are required to install brace panels on either side of the access. If you require a cattleguard, it must be located on the private property and installed and maintained by you. If a drainage problem will be created, a minimum of an 18" diameter CMP will be required under the proposed access. The length of the CMP must enable construction of 8:1 side slopes on the approach shoulders.

Note: In order to expedite the processing of your application, the location of the proposed access should be clearly indicated both on your drawing and/or sketch (by Highway Route and distance to a Milepost number) and marked at the actual site with highly visible markings for the field location and inspection.

If you have any questions concerning your access application please feel free to contact the District office.

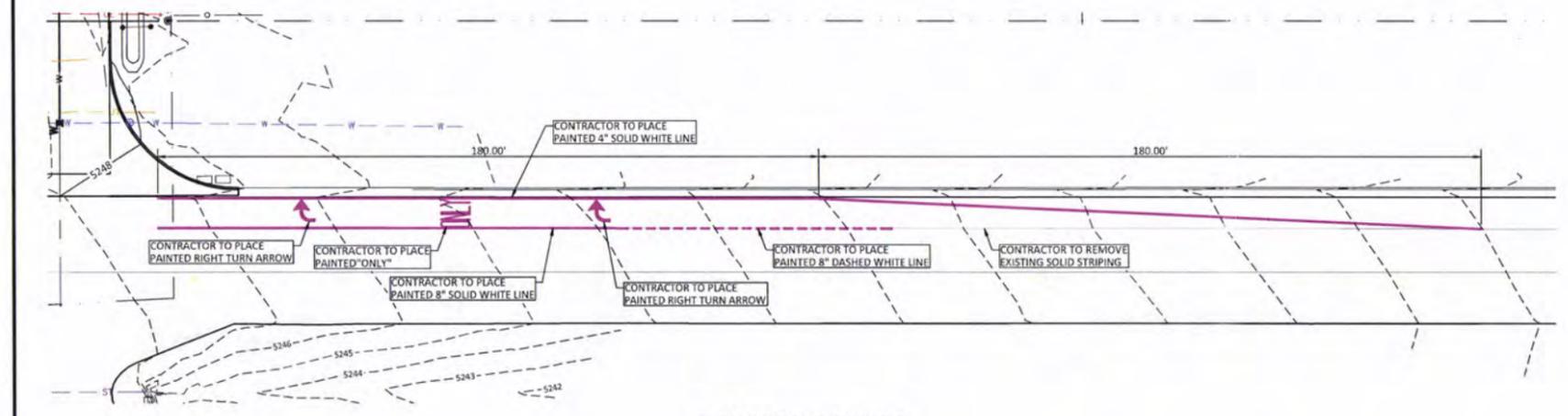
EXHIBIT A



EAST BOUND DECELERATION LANE
SCALE: 1"=20'

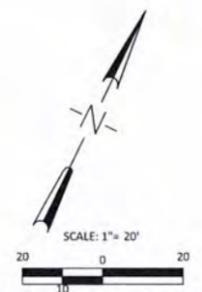
CONTROL POINTS / BENCHMARKS				
PT#	NORTHING	EASTING	DESCRIPTION	ELEVATION
201	1172599.37	1564886.89	3" BRASS CAP FOUND, 1988 CASPER WEST ADDITION WLC L5548, 50' EAST OF OVERHEAD POWER LINE	5267.94
202	1172415.02	1564888.56	3" BRASS CAP FOUND, 1988 CASPER WEST ADDITION WLC L5548, 10' SOUTH OF POWER POLE, 4' NORTH OF RIGHT-OF-WAY BARBED WIRE FENCE	5267.28
203	1173062.41	1563916.89	CITY CONTROL POINT 2506, 1-1/2" ORANGE PLASTIC CAP, 4' FROM SIGN	5206.14

NOTE:
1. ALL PAVEMENT STRIPING SHALL BE IN ACCORDANCE WITH WYOMING DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS, LATEST EDITION.
2. ALL TRAFFIC CONTROL MEASURES USE WYDOT DETAIL 703-3. CONTRACTOR SHALL ENSURE IT IS IN ACCORDANCE WITH WYOMING DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATION, LATEST EDITION.



WEST BOUND DECELERATION LANE
SCALE: 1"=20'

ADDED SHEET



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ADDED DECEL LANES & REVS PER CLIENT REQUEST	01/22/15	BIH

INBERG-MILLER ENGINEERS
105 East Main Street, 1105 East O Street, 301 North Delaware, 101 West Wyoming, 1011 E. Richards St. 1001
Riverton, WY 82501 Casper, WY 82501 Cheyenne, WY 82007 Green River, WY 82515 Douglas, WY 82603
307-686-6136 307-677-0066 307-626-6623 307-670-4366 307-686-7000

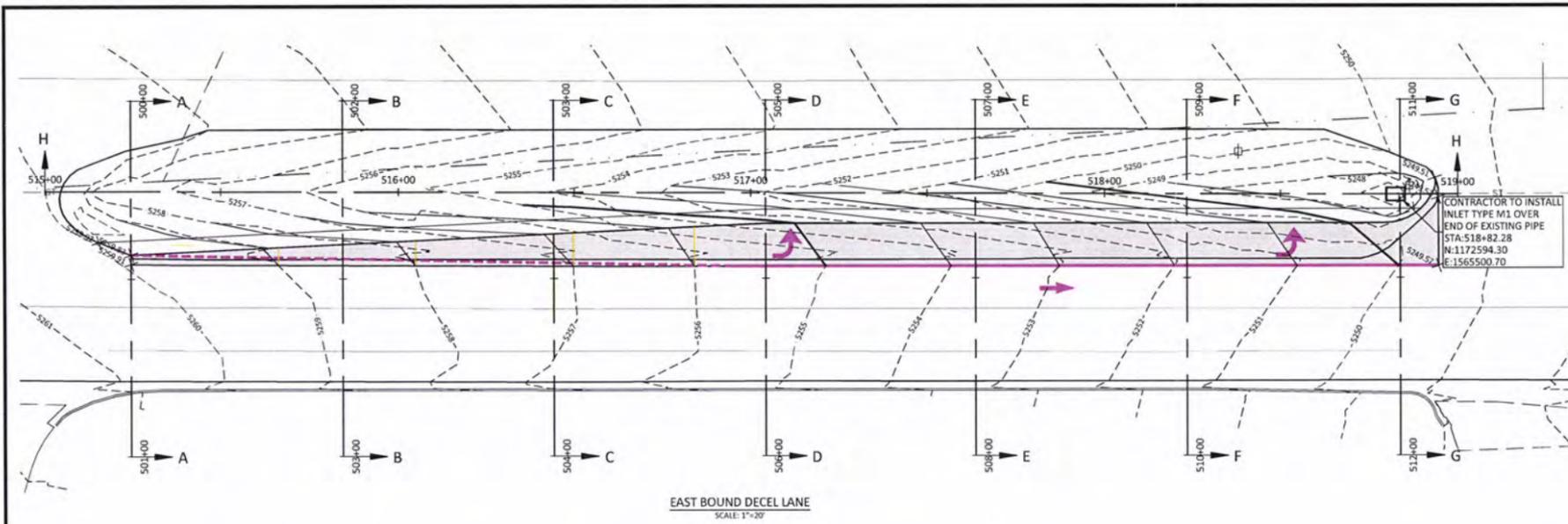
TRACTOR SUPPLY COMPANY - DECEL LANE PLAN
CASPER, WYOMING

KETTLER REAL ESTATE

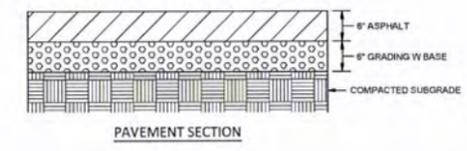
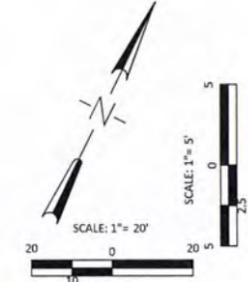
SHEET
C3.3

SCALE: HORIZ 1"=20'	DRN: BIH/MDH	CHK: CRT	DATE: 12/18/14	DATE: 12/18/14	JOB NO. 17365-CE
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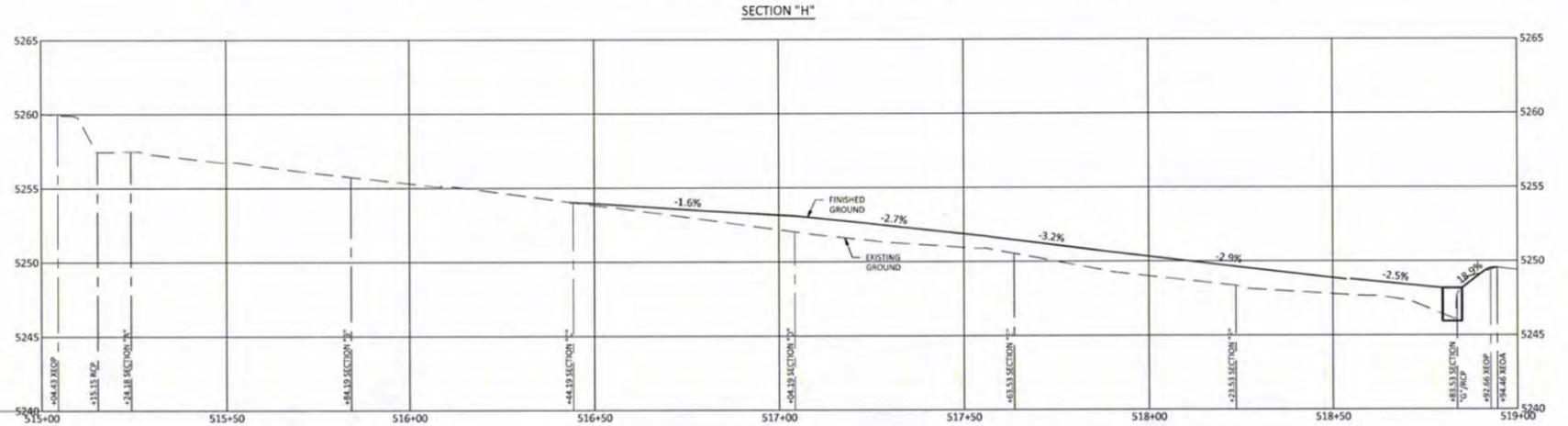
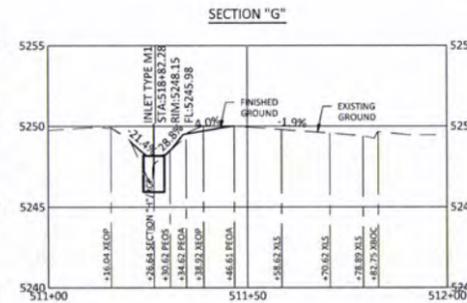
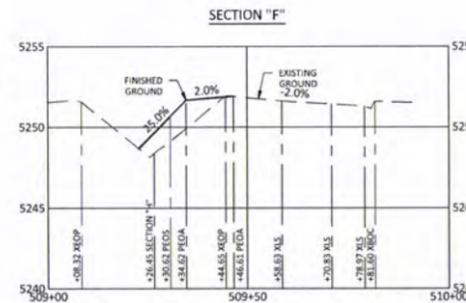
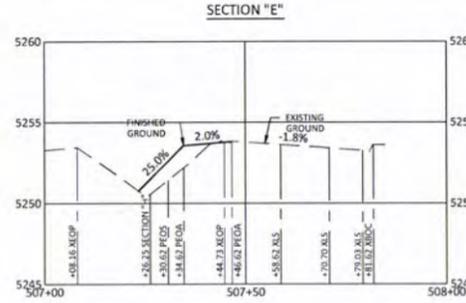
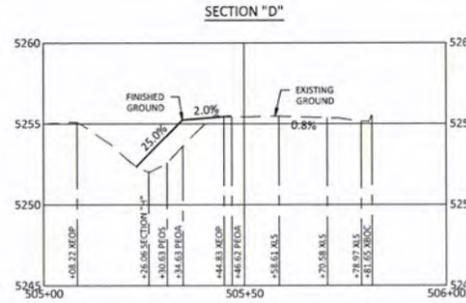
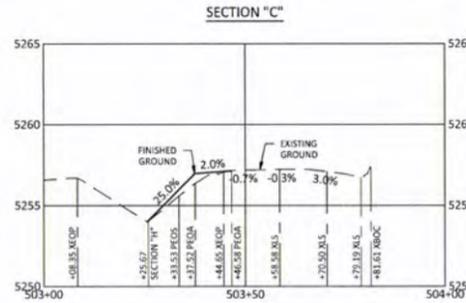
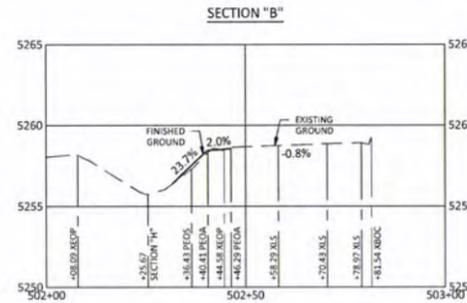
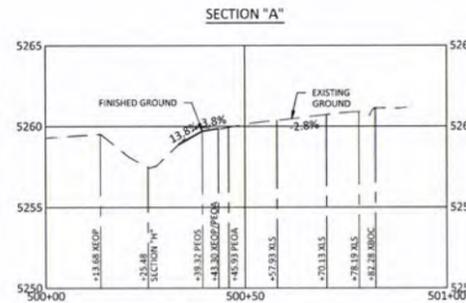
FILE: 17365-CE_KETTLER_REAL_ESTATE_TSC_CONSTRUCTION_PLANS.DWG



ABBREVIATION LEGEND
 XEOP EXISTING EDGE OF PAVEMENT
 XLS EXISTING LANE STRIPING
 XBOC EXISTING BACK OF CURB
 RCP EXISTING REINFORCED CONCRETE PIPE
 PEOS PROPOSED EDGE OF SHOULDER
 PEOA PROPOSED EDGE OF ASPHALT



EAST BOUND DECEL LANE
 SCALE: 1"=20'



NO.	REVISIONS DESCRIPTION	DATE	BY	DD

INBERG-MILLER ENGINEERS
 100 East Main Street, 1100 East C Street, 100 Parkside Boulevard, 100 West Planning Center Way, 100 E. Robinson St. 100
 Bozeman, WY 82001 Casper, WY 82401 Cheyenne, WY 82007 Cowd, WY 82030 Douglas, WY 82020
 307-494-8130 307-471-0800 307-494-6827 307-475-4384 307-499-7000

TRACTOR SUPPLY COMPANY - DECEL LANE SECTIONS
 CASPER, WYOMING

KETTLER REAL ESTATE

SCALE: HORIZ 1"=20' VERT 1"=5'
 DRN: BSH BK: PAGE:
 CHK: CR1/DWS DATE: 02/22/15 JOB NO. 17365-CE

FILE:17365-CE_KETTLER_REAL_ESTATE_TSC_DECEL_LANE_SECTIONS.DWG

RESOLUTION NO. 15-54

A RESOLUTION AUTHORIZING AN ACCESS PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF MAGNOLIA STREET AS PART OF THE DMK ADDITION.

WHEREAS, Tractor Supply Company is preparing to develop a lot within the DMK Addition and must construct Magnolia Street to provide access; and,

WHEREAS, Magnolia Street is to be built within designated right-of-way of the City of Casper and will be built to the standards required for acceptance; and,

WHEREAS, construction of Magnolia street requires connection to Highway 220/CY Avenue. within Wyoming Department of Transportation right-of-way; and,

WHEREAS, Wyoming Department of Transportation requires the access permit to be issued to the eventual owner.

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 an access permit application with the Wyoming Department of Transportation for the DMK Addition.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

March 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Approving a Consent Agreement for assignment of License Agreement with NCWPCS MPL 34 – Year Sites Tower Holdings LLC (an AT&T entity) for 1550 East 12th Street.

Recommendation:

That Council, by resolution, approve a Consent Agreement for assignment of license agreement for a tract of land located in part of Section 10, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 1,000 square feet, more or less, and located at 1550 East 12th Street.

Summary:

The City entered into a 25-year term License Agreement with Alltel Communications, Inc., on June 17, 2008, for a tract of land located in part of Section 10, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 1,000 square feet, more or less, and located at 1550 East 12th Street. AT&T Mobility II, LLC then became the successor in interest to the Alltel Communications site on June 22, 2010. In December of 2013, the License Agreement was transferred internally within AT&T to NCWPCS MPL 34 – Year Sites Tower Holdings LLC and subleased to CCATT LLC, a Crown Castle company. Staff is working to bring the City's finances and records of the internal transfers and subleases of this License Agreement by the Licensee, up-to-date.

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, Wyoming ("Licensor"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. NCWPCS MPL 34 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through its attorney-in-fact CCATT LLC, a Delaware limited liability company, ("Licensee"), 2000 Corporate Drive, Canonsburg, PA 15317.

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

RECITALS

- A. Alltel Communications and the City of Casper, Wyoming entered into a License Agreement on June 17, 2008 (the "License Agreement"), for a tract of land located in part of Section 10, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 1,000 square feet, more or less, and located at 1550 East 12th Street for the purpose of a communications facility and associated equipment. The licensed portion of real property under the License Agreement is hereinafter referred to as the "Licensed Premises".
- B. On June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling.
- C. The License Agreement was then transferred within AT&T's internal structure to AT&T Contributors and Licensee as described in an AT&T Internal Transfers Agreement dated December 16, 2013. This Agreement evidences any consent of Licensor that may be required for the assignment of the License Agreement to Licensee.
- D. This Agreement also evidences any and all necessary notice or consent of Licensor that may be required under the License Agreements for Licensee to sublease the Licensed Premises to CCATT LLC under that certain Master Prepaid Lease of December 16, 2013.
- E. Licensor acknowledges that an AT&T entity will continue to maintain and operate its communications equipment on the Licensed Premises without additional usage fees,

including revenue sharing or similar collocation based fees, under the terms of the License Agreement.

- F. The Licensor desires to grant its consent to the assignment of the License Agreement, 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. Licensor hereby ratifies AT&T's internal transfers of the License Agreement to its Contributors and Licensee as described above.
3. The Licensor's grant of consent is subject to Licensee's agreement to and compliance with the following conditions:
 - A. Licensee, along with any and all of its assignees, contributors, affiliates, subsidiaries, management groups, and sublessees, 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 Licensor's consent is requested prior to the closing of a proposed transaction, then closing the proposed transaction 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.
4. Notwithstanding anything in this Agreement to the contrary, the parties agree that Licensee's assignment rights under Section 11 of the License Agreement are not in any way altered by this Agreement.

[Signature Pages Follow]

Licensor and Licensee have caused this Agreement to be duly executed on the day and year first written above.

APPROVED AS TO FORM:

Walter Trout

LICENSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Charlie Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

[Licensee Signature Page Follows]

WITNESS:

LICENSEE:

NCWPCS MPL 34 – Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney-in-Fact

J. Cunella

[Signature]

Printed Name: Tisha Curcila

Printed Name: FRANTZ ETIENNE

Title: Real Estate Specialist

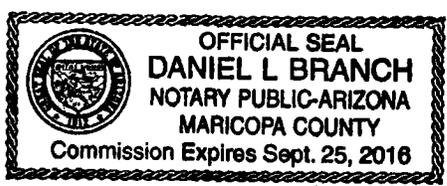
Title: DISTRICT MANAGER

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on this 3rd day of March, 2015 by Frantz Etienne as the District Manager of CCATT LLC.

(Seal, if any)

[Signature]
(Signature of notarial officer)



Title (and Rank)

[My Commission Expires: September 25, 2016

RESOLUTION NO. 15-55

A RESOLUTION AUTHORIZING A CONSENT AGREEMENT
FOR ASSIGNMENT OF LICENSE AGREEMENT BETWEEN
THE CITY OF CASPER AND NCWPCS MPL 34 – YEAR
SITES TOWER HOLDINGS LLC.

WHEREAS, Alltel Communications and the City of Casper, Wyoming entered into a License Agreement on June 17, 2008 (the “License Agreement”), for a tract of land located in part of Section 10, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 1,000 square feet, more or less, and located at 1550 East 12th Street for the purpose of a communications facility and associated equipment. The licensed portion of real property under the License Agreement is hereinafter referred to as the “Licensed Premises”; and,

WHEREAS, on June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling; and,

WHEREAS, the License Agreement was then transferred within AT&T’s internal structure to AT&T Contributors and Licensee as described in an AT&T Internal Transfers Agreement dated December 16, 2013; and,

WHEREAS, the Licensor acknowledges that an AT&T entity will continue to maintain and operate its communications equipment on the Licensed Premises without additional usage fees, including revenue sharing or similar collocation based fees, under the terms of the License Agreement.; and,

WHEREAS, the Licensor desires to grant its consent to the assignment of the License Agreement as described in the Consent Agreement, 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 a Consent Agreement for the assignment of the above License Agreement with NCWPCS MPL 34 – Year Sites Tower Holdings LLC.

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

APPROVED AS TO FORM:

Handwritten signature in cursive script, appearing to read "Walter J. ...".

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

March 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Approving a Consent Agreement for assignment of License Agreement with NCWPCS MPL 33 – Year Sites Tower Holdings LLC (an AT&T entity) for 1903 North Poplar Street.

Recommendation:

That Council, by resolution, approve a Consent Agreement for assignment of license agreement for a tract of land located in part of North Platte River Park, City of Casper, located in the SE ¼ of the NE ¼ of Section 32, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 5,625 square feet, more or less, and located at 1903 North Poplar Street.

Summary:

The City entered into a 25-year term License Agreement with Alltel Communications on August 7, 2007, for a tract of land located in part of North Platte River Park, City of Casper, located in the SE ¼ of the NE ¼ of Section 32, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 5,625 square feet, more or less, and located at 1903 North Poplar Street. AT&T Mobility II, LLC then became the successor in interest to the Alltel Communications site on June 22, 2010. In December of 2013, the License Agreement was transferred internally within AT&T to NCWPCS MPL 33 – Year Sites Tower Holdings LLC and subleased to CCATT LLC, a Crown Castle company. Staff is working to bring the City's finances and records of the internal transfers and subleases of this License Agreement by the Licensee, up-to-date.

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, Wyoming ("Licensor"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. NCWPCS MPL 33 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through its attorney-in-fact CCATT LLC, a Delaware limited liability company, ("Licensee"), 2000 Corporate Drive, Canonsburg, PA 15317.

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

RECITALS

- A. Alltel Communications and the City of Casper, Wyoming entered into a License Agreement on August 7, 2007 (the "License Agreement"), for a tract of land located in part of North Platte River Park, City of Casper, located in the SE ¼ of the NE ¼ of Section 32, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 5,625 square feet, more or less, and located at 1903 North Poplar Street for the purpose of a communications facility and associated equipment.
- B. On June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling.
- C. The License Agreement was then transferred within AT&T's internal structure to AT&T Contributors and Licensee as described in an AT&T Internal Transfers Agreement dated December 16, 2013. This Agreement evidences any consent of Licensor that may be required for the assignment of the License Agreement to Licensee.
- D. This Agreement also evidences any and all necessary notice or consent of Licensor that may be required under the License Agreement for Licensee to sublease the Licensed Premises to CCATT LLC under that certain Master Prepaid Lease of December 16, 2013.
- E. Licensor acknowledges that an AT&T entity will continue to maintain and operate its communications equipment on the Licensed Premises without additional usage fees,

including revenue sharing or similar collocation based fees, under the terms of the License Agreement.

- F. The Licensor desires to grant its consent to the assignment of the License Agreement, 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. Licensor hereby ratifies AT&T's internal transfers of the License Agreement to its Contributors and Licensee as described above.
3. The Licensor's grant of consent is subject to Licensee's agreement to and compliance with the following conditions:
 - A. Licensee, along with any and all of its assignees, contributors, affiliates, subsidiaries, management groups, and sublessees, 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 Licensor's consent is requested prior to the closing of a proposed transaction, then closing the proposed transaction 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.
4. Notwithstanding anything in this Agreement to the contrary, the parties hereby agree that Licensee's assignment rights and obligations under the License Agreement are not in any way altered by this Agreement.

[Signature Pages Follow]

Licensor and Licensee have caused this Agreement to be duly executed on the day and year first written above.

APPROVED AS TO FORM:

Willie Truitt

LICENSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Charlie Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

[Licensee Signature Page Follows]

WITNESS:

LICENSEE:

NCWPCS MPL 33 – Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney-in-Fact

T. Curella

[Signature]

Printed Name: Tisha Curella

Printed Name: FRANTZ ETIENNE

Title: Real Estate Specialist

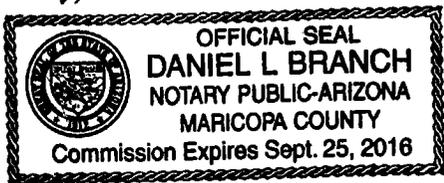
Title: DISTRICT MANAGER

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on this 3rd day of March, 2015 by Frantz Etienne as the District Manager of CCATT LLC.

(Seal, if any)

[Signature]
(Signature of notarial officer)



Title (and Rank)

[My Commission Expires: September 25, 2016

RESOLUTION NO. 15-56

A RESOLUTION AUTHORIZING A CONSENT AGREEMENT
FOR ASSIGNMENT OF LICENSE AGREEMENT BETWEEN
THE CITY OF CASPER AND NCWPCS MPL 33 – YEAR
SITES TOWER HOLDINGS LLC.

WHEREAS, Alltel Communications and the City of Casper, Wyoming entered into a License Agreement on August 7, 2007 (the “License Agreement”), for a tract of land located in part of North Platte River Park, City of Casper, located in the SE ¼ of the NE ¼ of Section 32, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 5,625 square feet, more or less, and located at 1903 North Poplar Street for the purpose of a communications facility and associated equipment. The licensed portion of real property under the License Agreement is hereinafter referred to as the “Licensed Premises”; and,

WHEREAS, on June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling; and,

WHEREAS, the License Agreement was then transferred within AT&T’s internal structure to AT&T Contributors and Licensee as described in an AT&T Internal Transfers Agreement dated December 16, 2013; and,

WHEREAS, the Licensor acknowledges that an AT&T entity will continue to maintain and operate its communications equipment on the Licensed Premises without additional usage fees, including revenue sharing or similar collocation based fees, under the terms of the License Agreement.; and,

WHEREAS, the Licensor desires to grant its consent to the assignment of the License Agreement as described in the Consent Agreement, 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 a Consent Agreement for the assignment of the above described License Agreement with NCWPCS MPL 33 – Year Sites Tower Holdings LLC.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

March 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Approving a Consent Agreement for assignment of License Agreement with New Cingular Wireless PCS, LLC (an AT&T entity) for 3980 Janel Drive..

Recommendation:

That Council, by resolution, approve a Consent Agreement for assignment of license agreement for a tract of land located in part of Section 20, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 2,500 square feet, more or less, and located at 3980 Janel Drive.

Summary:

The City entered into a 25-year term License Agreement with Alltel Communications, Inc., on June 17, 2008, for a tract of land located in part of Section 20, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 2,500 square feet, more or less, and located at 3980 Janel Drive. AT&T Mobility II, LLC then became the successor in interest to the Alltel Communications site on June 22, 2010. In December of 2013, the License Agreement was transferred internally within AT&T to New Cingular Wireless PCS, LLC and subleased to CCATT LLC, a Crown Castle company. Staff is working to bring the City's finances and records of the internal transfers and subleases of this License Agreement by the Licensee, up-to-date.

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, Wyoming (“Licensor”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. New Cingular Wireless PCS, LLC, a Delaware limited liability company, by and through its attorney-in-fact CCATT LLC, a Delaware limited liability company, (“Licensee”), 2000 Corporate Drive, Canonsburg, PA 15317.

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

RECITALS

- A. WWC Holding Co. Inc. and the City of Casper, Wyoming entered into a License Agreement on September 5, 2006 (the “License Agreement”), for a tract of land located in part of Section 20, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 2,500 square feet, more or less, and located at 3980 Janel Drive, Casper, WY 82604 for the purpose of a communications facility and associated equipment. The licensed portion of real property under the License Agreement is hereinafter referred to as the “Licensed Premises”.
- B. On June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling.
- C. The License Agreement was then transferred within AT&T’s internal structure to AT&T Contributors and Licensee as described in an AT&T Internal Transfers Agreement dated December 16, 2013. This Agreement evidences any consent of Licensor that may be required for the assignment of the License Agreement to Licensee.
- D. This Agreement also evidences any and all necessary notice or consent of Licensor that may be required under the License Agreements for Licensee to sublease the Licensed Premises to CCATT LLC under that certain Master Prepaid Lease of December 16, 2013.
- E. Licensor acknowledges that an AT&T entity will continue to maintain and operate its communications equipment on the Licensed Premises without additional usage fees,

including revenue sharing or similar collocation based fees, under the terms of the License Agreement.

- F. The Licensor desires to grant its consent to the assignment of the License Agreement, 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. Licensor hereby ratifies AT&T's internal transfers of the License Agreement to its Contributors and Licensee as described above.
3. The Licensor's grant of consent is subject to Licensee's agreement to and compliance with the following conditions:
 - A. Licensee, along with any and all of its assignees, contributors, affiliates, subsidiaries, management groups, and sublessees, 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 Licensor's consent is requested prior to the closing of a proposed transaction, then closing the proposed transaction 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.
4. Notwithstanding anything in this Agreement to the contrary, the parties agree that Licensee's assignment rights under the License Agreement are not in any way altered by this Agreement.

[Signature Pages Follow]

Licensor and Licensee have caused this Agreement to be duly executed on the day and year first written above.

APPROVED AS TO FORM:

Walter Trumbull

ATTEST:

LICENSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

[Licensee Signature Page Follows]

RESOLUTION NO. 15-57

A RESOLUTION AUTHORIZING A CONSENT AGREEMENT
FOR ASSIGNMENT OF LICENSE AGREEMENT BETWEEN
THE CITY OF CASPER AND NEW CINGULAR WIRELESS
PCS, LLC.

WHEREAS, WWC Holding Co. Inc. and the City of Casper, Wyoming entered into a License Agreement on September 5, 2006 (the "License Agreement"), for a tract of land located in part of Section 20, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, consisting of 2,500 square feet, more or less, and located at 3980 Janel Drive, Casper, WY 82604 for the purpose of a communications facility and associated equipment. The licensed portion of real property under the License Agreement is hereinafter referred to as the "Licensed Premises"; and,

WHEREAS, on June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling; and,

WHEREAS, the License Agreement was then transferred within AT&T's internal structure to AT&T Contributors and Licensee as described in an AT&T Internal Transfers Agreement dated December 16, 2013.

WHEREAS, the Licensor acknowledges that an AT&T entity will continue to maintain and operate its communications equipment on the Licensed Premises without additional usage fees, including revenue sharing or similar collocation based fees, under the terms of the License Agreement.; and,

WHEREAS, the Licensor desires to grant its consent to the assignment of the License Agreement as described in the Consent Agreement, 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 a Consent Agreement for the assignment of the described License Agreement with New Cingular Wireless PCS, LLC.

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

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

March 9, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Approving a Consent Agreement for assignment of License Agreement and consent to sublease to Verizon Wireless with NCWPCS MPL 33 – Year Sites Tower Holdings LLC (an AT&T entity) for 1509 East K Street.

Recommendation:

That Council, by resolution, approve a Consent Agreement for assignment of License Agreement for a tract of land located in part of Tract 2, North Casper Park, located in the North Half of the Northeast Quarter of Section 3, Township 33 North, Range 79 West, Natrona County, Wyoming, consisting of 1,800 square feet, more or less, and located at 1509 East K Street.

Summary:

The City entered into a 25-year term License Agreement with Alltel Communications on November 20, 2007, for a tract of land located in part of Tract 2, North Casper Park, located in the North Half of the Northeast Quarter of Section 3, Township 33 North, Range 79 West, Natrona County, Wyoming, consisting of 1,800 square feet, more or less, and located at 1509 East K Street. AT&T Mobility II, LLC then became the successor in interest to the Alltel Communications site on June 22, 2010. In December of 2013, the License Agreement was transferred internally within AT&T to NCWPCS MPL 33 – Year Sites Tower Holdings and subleased to CCATT LLC, a Crown Castle company. Staff is working to bring the City's finances and records of the internal transfers and subleases of this License Agreement by the Licensee, up-to-date.

Additionally, on October 15, 2014, CCATT, LLC requested the City's consent to sublease the ground and tower space to Verizon Wireless, subject to the terms and conditions of the original License Agreement.

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. NCWPCS MPL 33 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through its attorney-in-fact CCATT LLC, a Delaware limited liability company, (“Licensee”), 2000 Corporate Drive, Canonsburg, PA 15317.

Throughout this Agreement, Licensor and Owner may be individually referred to as a “party” or collectively referred to as the “parties.”

RECITALS

- A. Alltel Communications and the City of Casper, Wyoming entered into a License Agreement on November 20, 2007 (the “License Agreement”) for a tract of land located in part of Tract 2, North Casper Park, located in the North Half of the Northeast Quarter of Section 3, Township 33 North, Range 79 West, Natrona County, Wyoming, consisting of 1,800 square feet, more or less, and located at 1509 East K Street, for the purpose of a communications facility and associated equipment (said licensed portion of land is hereinafter referred to as the “Licensed Premises”).
- B. Verizon Wireless bought Alltel Communications Inc. and per the federal government divestiture of Verizon Wireless interests in Alltel Communications, Inc., the above mentioned license agreement was assigned to AT&T Mobility II, LLC.
- C. Under Section 11 of the License Agreement of November 20, 2007, Licensee may assign the License without any of the City’s approval or consent to any entity which acquires all or substantially all of Licensee’s assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization.
- D. On June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling.
- E. The License Agreement was then transferred within AT&T’s internal structure to AT&T Contributors and Licensee as described in an AT&T Internal Transfers Agreement dated December 16, 2013. This Agreement evidences any consent of Licensor that may be required for the assignment of the License Agreement to Licensee.

- F. This Agreement also evidences any and all necessary notice or consent of Licensor that may be required under the License Agreement for Licensee to sublease the Licensed Premises to CCATT LLC under that certain Master Prepaid Lease of December 16, 2013.
- G. Licensor acknowledges that an AT&T entity will continue to maintain and operate its communications equipment on the Licensed Premises without additional usage fees, including revenue sharing or similar collocation based fees, under the terms of the License Agreement.
- H. The Licensor received correspondence from CCATT LLC, dated October 15, 2014, requesting the Licensor's consent to sublease the ground and tower space to Verizon Wireless.
- I. The Licensor desires to grant the Licensee's request, subject to the terms and conditions of this Agreement, and to further grant its consent to the assignment of the License Agreement, 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. Licensor hereby ratifies AT&T's internal transfers of the License Agreement to its Contributors and Licensee as described above.
3. The Licensor hereby grants the Licensee's request to sublease the ground and tower space to Verizon Wireless. Licensor further consents to the modifications, additions and improvements to the Licensed Premises required, in Licensee's discretion, in order to accommodate Verizon Wireless, as depicted in Exhibit A attached hereto.
4. The Licensor's grant of consent is subject to Licensee's agreement to and compliance with the following conditions:
 - A. Licensee, along with any and all of its assignees, contributors, affiliates, subsidiaries, management groups, and sublessees, 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 Licensor's consent is requested prior to the closing of proposed transaction, then closing the proposed transaction 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.

5. Notwithstanding anything in this Agreement to the contrary, the parties hereby agree that Licensee's sublease rights and obligations under the License Agreement are not in any way altered by this Agreement.

[Signature Pages Follow]

Licensor and Licensee have caused this Agreement to be duly executed on the day and year first written above.

APPROVED AS TO FORM:

Walter Irons

LICENSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Charlie Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

[Licensee Signature Page Follows]

WITNESS:

LICENSEE:

NCWPCS MPL 33 – Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney-in-Fact

L. Curella

[Signature]

Printed Name: Tisha Curella

Printed Name: FRANTZ ETIENNE

Title: Real Estate Specialist

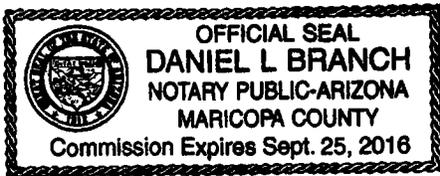
Title: DISTRICT MANAGER

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me on this 3rd day of March, 2015 by Frantz Etienne as the District Manager of CCATT LLC.

(Seal, if any)

[Signature]
(Signature of notarial officer)



Title (and Rank)

[My Commission Expires: September 25] 2016

EXHIBIT A
(Drawings)

(see attached drawings)

AREA TABLE	SQUARE FEET	ACRE
(A) PARENT PARCEL	±4,036,994	±10.032
(B) TOWER AREA	±1,800	±0.041
(C) ACCESS AND UTILITY ESMT	±5,915	±0.136

LEGEND OF SYMBOLS AND ABBREVIATIONS

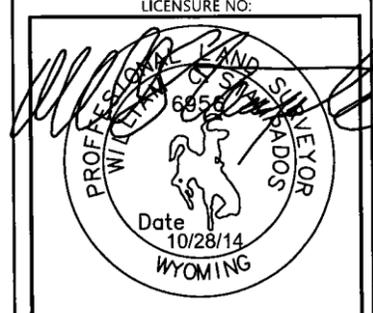
- ◆ FOUND SECTION CORNER (AS NOTED)
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- (P) PER PLAT
- (M) AS MEASURED
- (R) PER RECORD
- EOA EDGE OF ASPHALT
- ☆ LIGHT POLE
- EM ELECTRICAL METER
- EB ELECTRICAL BOX
- TR TRANSFORMER
- P_o TELEPHONE PEDESTAL
- W⊗ WATER VALVE
- x- FENCE LINE (AS NOTED)
- E- BURIED ELECTRIC LINE
- G- BURIED GAS LINE
- T- BURIED TELEPHONE LINE
- FO- BURIED FIBEROPTIC LINE
- OHL- OVERHEAD LINES
- 🌳 DECIDUOUS TREE
- 🌲 CONIFEROUS TREE
- 5100- ELEVATION CONTOUR
- ▒ CONCRETE



PROJECT INFORMATION:
 SITE NAME:
CAS GLENARM
 VER-14-0011-23
 1509 EAST K STREET
 CASPER, WY
 NATRONA COUNTY

Rev:	Date:	Description:	By:
1	10/28/14	PRELIM. SURVEY	DY

PLANS PREPARED BY:
CENTERLINE SOLUTIONS
Advancing Wireless Networks
 16360 TABLE MOUNTAIN PARKWAY
 Golden, CO 80403
 303-993-3293
 WWW.CENTERLINESOLUTIONS.COM

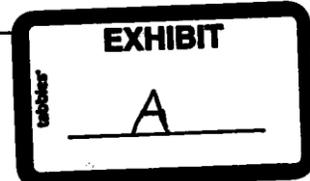
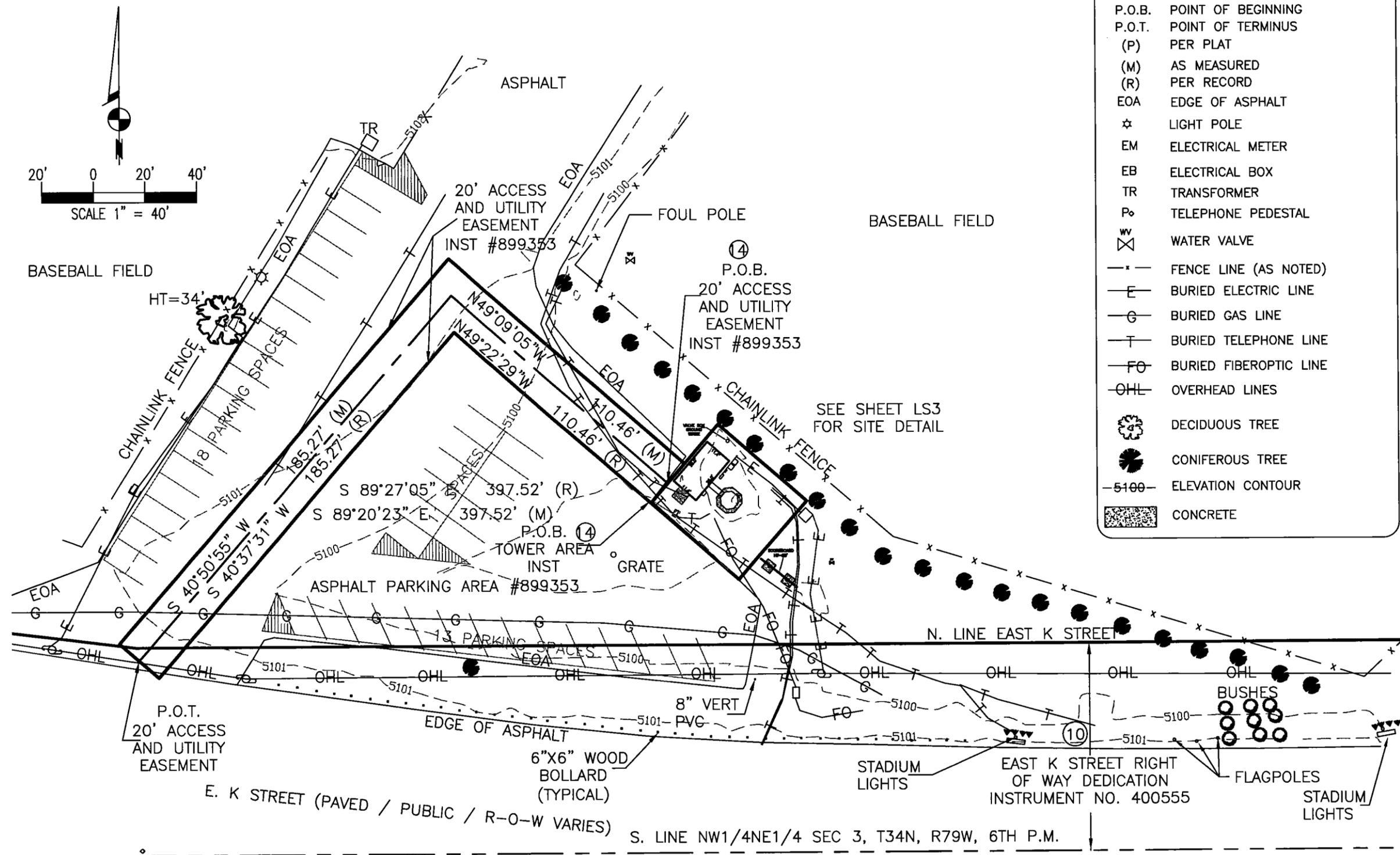


DRAWN BY:	CHK BY:	APV BY:
DY	RG	RG

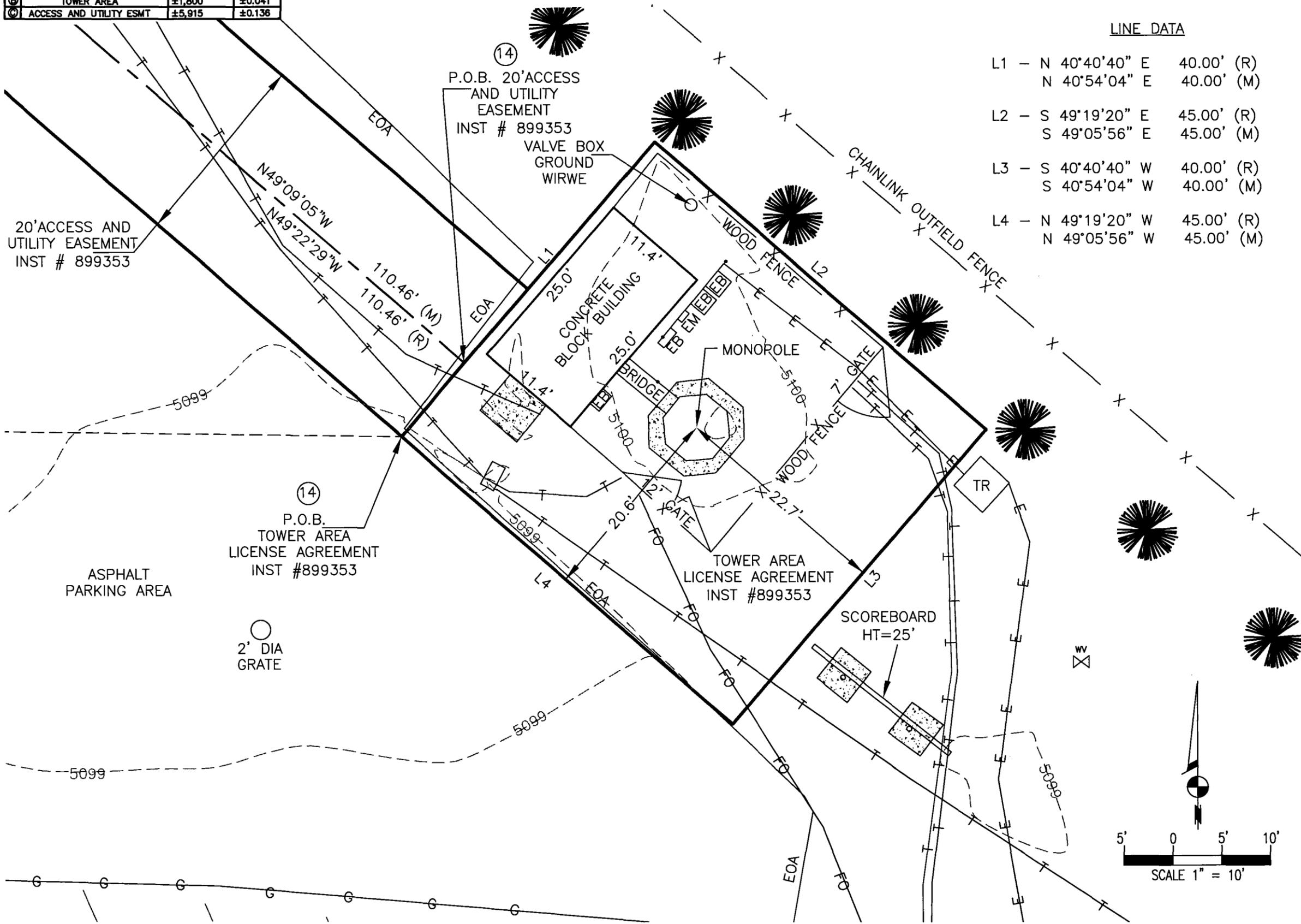
SHEET TITLE:
DETAIL SURVEY

SHEET NUMBER:
LS2

POWER SURVEYING JOB # 501-14-354



AREA TABLE	SQUARE FEET	ACRE
(A) PARENT PARCEL	±4,036,994	±10.032
(B) TOWER AREA	±1,800	±0.041
(C) ACCESS AND UTILITY ESMT	±5,915	±0.136



LINE DATA

L1	- N 40°40'40" E	40.00' (R)
	- N 40°54'04" E	40.00' (M)
L2	- S 49°19'20" E	45.00' (R)
	- S 49°05'56" E	45.00' (M)
L3	- S 40°40'40" W	40.00' (R)
	- S 40°54'04" W	40.00' (M)
L4	- N 49°19'20" W	45.00' (R)
	- N 49°05'56" W	45.00' (M)

VERIZON WIRELESS SERVICES
3151 S. VAUGHN WAY, SUITE 550
AURORA, CO 80014

PROJECT INFORMATION:
SITE NAME:
CAS GLENARM
VER-14-0011-23
1509 EAST K STREET
CASPER, WY
NATRONA COUNTY

Rev:	Date:	Description:	By:
1	10/28/14	PRELIM. SURVEY	DY

PLANS PREPARED BY:
CENTERLINE SOLUTIONS
Advancing Wireless Networks
16360 TABLE MOUNTAIN PARKWAY
Golden, CO 80403
303-993-3293
WWW.CENTERLINESOLUTIONS.COM

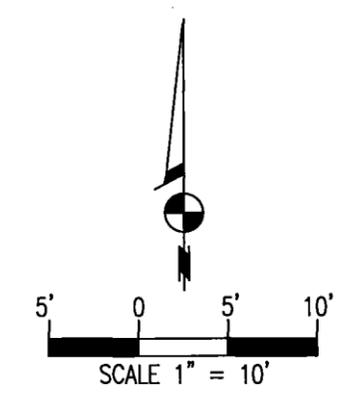
LICENSURE NO:

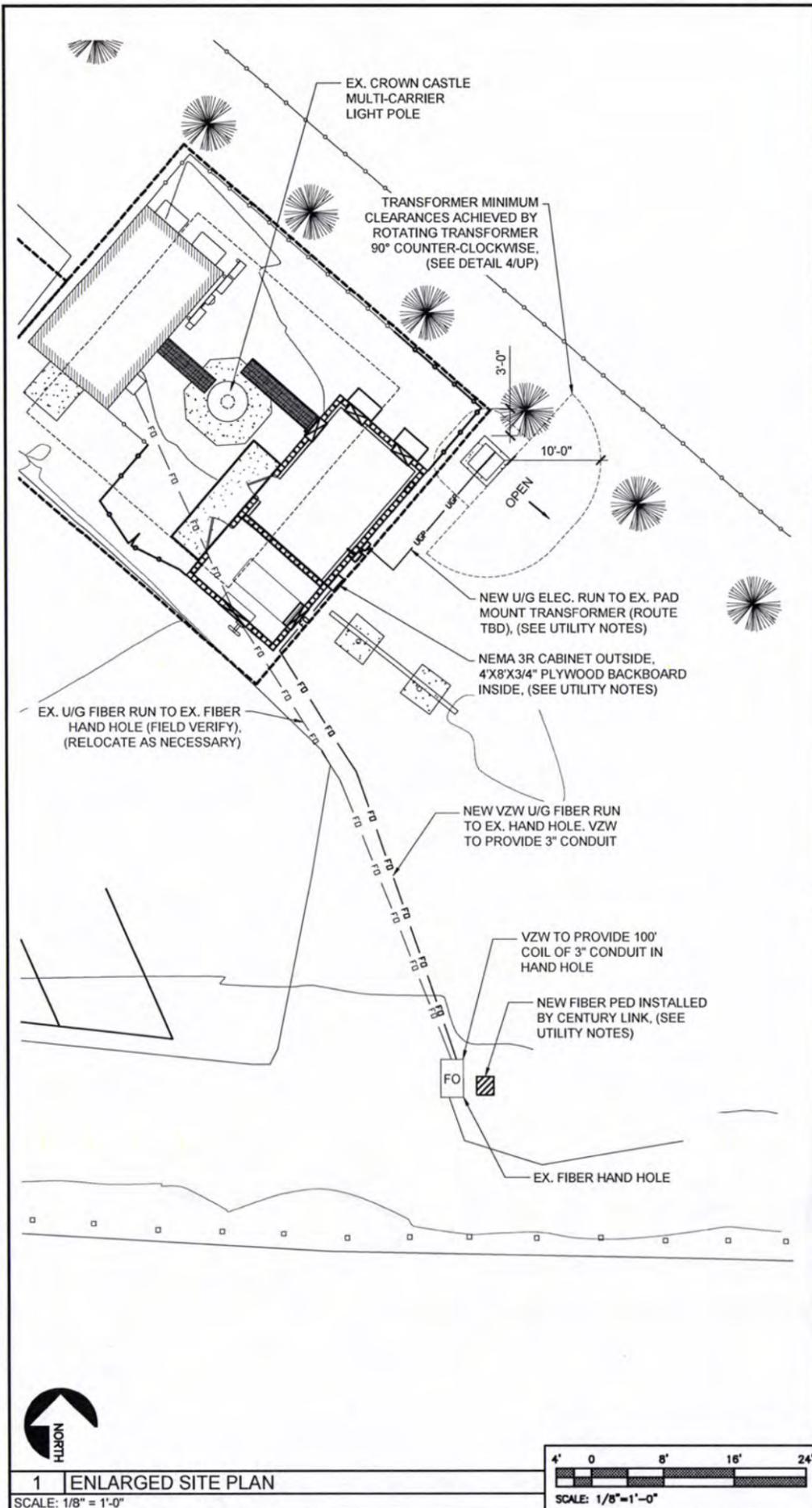
WILBUR L. SKADOS
6855
Date 10/28/14
WYOMING

DRAWN BY:	CHK BY:	APV BY:
DY	RG	RG

SHEET TITLE:
DETAIL SURVEY

SHEET NUMBER:
LS3





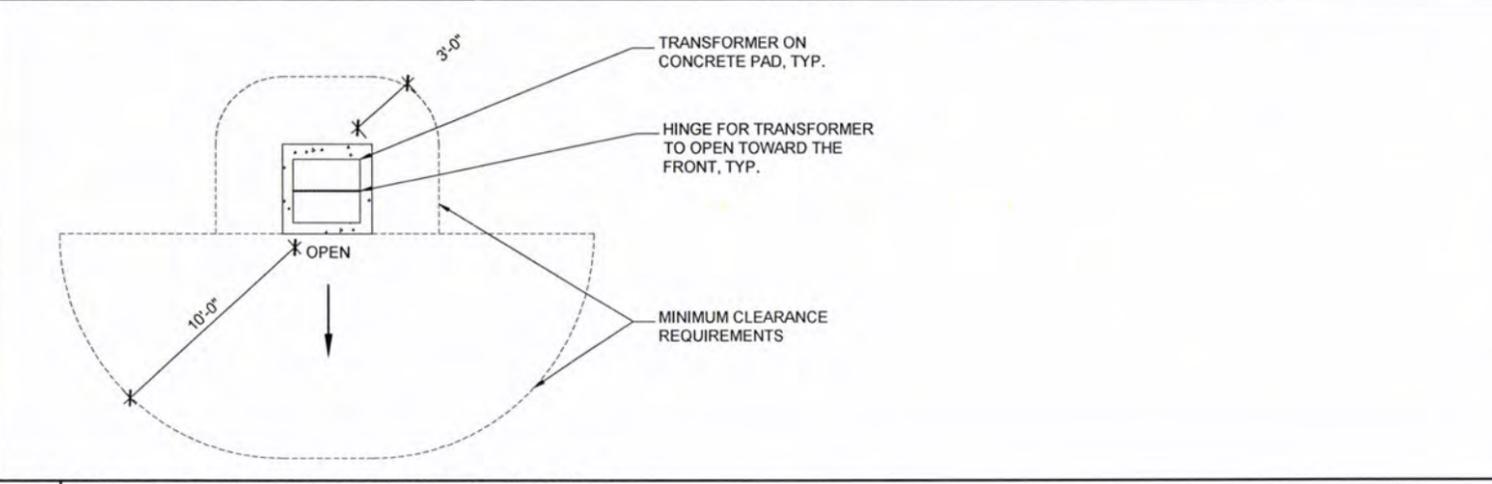
1 EXISTING TRANSFORMER OPENS TO THE SW



2 EXISTING FIBER VAULT TO THE SOUTH OF SITE

SCALE: NTS

SCALE: NTS



4 POWER TRANSFORMER MINIMUM CLEARANCES

SCALE: NTS

UTILITIES COORDINATION NOTES & CONTACTS

CENTURY LINK FIELD NOTES 10-30-2014:

PLACE CHARLES PED AT FIBER VAULT (CSPRWYNR_F02)
1ST BACKPLANE IS VZW DEMARC
VZW TO BRING THEIR DUCT AND FIBER TO THIS PED AND CONNECT TO BACKPLANE
PID #: 1000167659
SAP #: 1164589
CLMC #: 2453274

FIBER "PIGTAILS" TO BE ORDERED BY CONSTRUCTION
PID #: 5055269

CTL REQUIREMENTS AT SHELTER

1. OUTSIDE SHELTER, NEMA 3R CABINET
2. 4'x8' 3/4" PLYWOOD BACKBOARD RIGHT INSIDE BUILDING.
3. 15AMP DEDICATED POWER OUTLET.
4. 3" CONDUIT WITH PULL TAPE FROM FIBER VAULT HAND HOLE TO INSIDE SHELTER.

ELECTRICAL COORDINATION:

EXISTING TRANSFORMER IS TO BE ROTATED 90° TO THE SOUTH EAST SO THAT TRANSFORMER OPENS IN OPPOSITE DIRECTION OF SITE, IN ORDER TO ACHIEVE MINIMUM CLEARANCES, (SEE PLAN 1/UP).

*MINIMUM CLEARANCES FOR TRANSFORMER ARE 10' ON SIDE OF OPENING FOR 180° AND 3' ON OPPOSITE SIDE FOR 180°. (SEE DIAGRAM IN DETAIL 4/UP)

POWER COMPANY:
ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

CONTACT: JERI LEACH
PHONE: (307) 261-7010
JOB REFERENCE: # 598091

TELCO COMPANY:
CenturyLink

CONTACT: TIM DOYLE
OFFICE: (307) 771-6417
CELL: (307) 509-9905
JOB REFERENCE: E.696613



PROJECT INFORMATION:
SITE NAME:
CAS GLENARM
1509 EAST K STREET
CASPER, WY 82601
CROWN CASTLE #858238

Rev:	Date:	Description:	By:
1	5/24/14	90% CONSTRUCTION	KR
2	6/9/14	90% CONST. REV A	KR
3	6/26/14	90% CONST. REV B	MM
4	7/2/14	90% CONST. REV C	MM
5	11/26/14	90% CONST. REV D	TC
6	1/9/15	90% CONST. REV E	KR
7	1/21/15	90% CONST. REV F	MM

PLANS PREPARED BY:
CENTERLINE SOLUTIONS
Advancing Wireless Networks
16360 TABLE MOUNTAIN PARKWAY
Golden, CO 80403
303-993-3293
WWW.CENTERLINESOLUTIONS.COM

LICENSURE NO:

DRAWN BY:	CHK BY:	APV BY:
KR	KR	KS

Sheet Title:
UTILITY PLAN

Sheet Number:
UT1

RESOLUTION NO. 15-58

A RESOLUTION AUTHORIZING A CONSENT AGREEMENT FOR ASSIGNMENT OF LICENSE AGREEMENT AND CONSENT TO SUBLEASE TO VERIZON WIRELESS BETWEEN THE CITY OF CASPER AND NCWPCS MPL 33 – YEAR SITES TOWER HOLDINGS LLC.

WHEREAS, Alltel Communications and the City of Casper, Wyoming entered into a License Agreement on November 20, 2007 (the “License Agreement”) for a tract of land located in part of Tract 2, North Casper Park, located in the North Half of the Northeast Quarter of Section 3, Township 33 North, Range 79 West, Natrona County, Wyoming, consisting of 1,800 square feet, more or less, and located at 1509 East K Street, for the purpose of a communications facility and associated equipment (said licensed portion of land is hereinafter referred to as the “Licensed Premises”); and,

WHEREAS, Verizon Wireless bought Alltel Communications Inc., and per the federal government divestiture of Verizon Wireless interests in Alltel Communications, Inc., the above mentioned license agreement was assigned to AT&T Mobility II, LLC; and,

WHEREAS, under Section 11 of the License Agreement of November 20, 2007, Licensee may assign the License without any of the City’s approval or consent to any entity which acquires all or substantially all of Licensee’s assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization; and,

WHEREAS, on June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling; and,

WHEREAS, the License Agreement was then transferred within AT&T’s internal structure to AT&T Contributors and Licensee as described in an AT&T Internal Transfers Agreement dated December 16, 2013. This Agreement evidences any consent of Licensor that may be required for the assignment of the License Agreement to Licensee; and,

WHEREAS, Licensor acknowledges that an AT&T entity will continue to maintain and operate its communications equipment on the Licensed Premises without additional usage fees, including revenue sharing or similar collocation based fees, under the terms of the License Agreement; and,

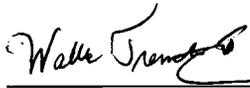
WHEREAS, the Licensor received correspondence from CCATT LLC, dated October 15, 2014, requesting the Licensor’s consent to sublease the ground and tower space to Verizon Wireless; and,

WHEREAS, the Licensor desires to grant the Licensee's request, subject to the terms and conditions of this Agreement, and to further grant its consent to the assignment of the License Agreement as described in the Consent Agreement, 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 a Consent Agreement for the assignment of the above described License Agreement, and for a sublease with NCWPCS MPL 33 – Year Sites Tower Holdings LLC.

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

APPROVED AS TO FORM:



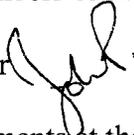
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

March 9, 2015

MEMO TO: His Honor, the Mayor, and Members of the City Council
FROM: John C. Patterson, City Manager 
SUBJECT: \$2 Million Public Site Improvements at the Casper Family YMCA

Recommendation:

Adopt the Memorandum of Understanding (MOU) and fund the public infrastructure improvements for the Casper Family YMCA from One Cent #14 Unallocated Funds.

Synopsis:

Civil Engineering Professionals Inc. (CEPI) has defined \$2 million in site improvements required on City-owned land to facilitate the construction of a new YMCA.

Background:

The existing YMCA has exhausted its useful life and needs to be replaced. A group of concerned citizens has raised in excess of \$10 million dollars to build Phase I of a new Y. They have asked the City for \$2 million in public infrastructure improvements to the City-owned land where the new building will be constructed. The improvements consist of a modification to the traffic signal, moving utilities, constructing a retaining wall, and building drives and parking lots to accommodate a CATC bus stop and the City recycling center. The total to be funded is capped at \$2 million.

**MEMORANDUM OF UNDERSTANDING
REGARDING THE Y.M.C.A. PUBLIC SITE IMPROVEMENTS**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2015, by and between the following parties:

- A. City of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
- B. The Casper Family Y.M.C.A., Inc. (“YMCA”), 315 E. 15th Street, Casper, Wyoming 82601.
- C. Civil Engineering Professionals, Inc. (“CEPI”), 6080 Enterprise Drive, Casper, Wyoming 82609.
- D. Caspar/Haselden Joint Venture (“CBS”), 1975 Old Salt Creek Hwy, Casper, Wyoming 82601.

Throughout this document, the City, the YMCA, CEPI, and CBS may be individually referred to as a “party” or collectively referred to as the “parties.” In addition, CBS may be referred to as the construction manager at risk (“CMAR”).

RECITALS

A. On June 15, 1964, the City and the YMCA entered into a long-term Lease Agreement (“Lease”) for City owned property located at 315 E. 15th Street (the “leased premises”), Casper, Wyoming 82601, which was recorded in the Natrona County Clerk’s office as Instrument No. 24244 on August 6, 1965.

B. The Lease is for the purpose of operating a Casper Family YMCA on the leased premises for the citizens of the community.

C. The Lease term remains in effect until January 16, 2031, and the YMCA has an option to renew the Lease for an additional twenty-five (25) years thereafter. At the end of the Lease term, any and all improvements that are not removable become the property of the City.

D. The YMCA represents that it offers approximately Two Hundred Fifty Thousand Dollars (\$250,000) or more in scholarships to low income residents of Natrona County, who could not otherwise afford to participate in YMCA programs and activities.

E. The YMCA is in the process of remodeling, renovating, and expanding its physical facilities on the leased premises, which includes upgrading the public site improvements.

F. The City agrees to contribute Two Million Dollars (\$2,000,000) toward upgrading the public site improvements to the leased premises as described below.

G. CEPI agrees to donate the Civil Engineering and Design services for the public site improvements.

H. CBS is a legal entity that was formed to renovate the Wyoming Medical Center, and it is under contract with CEPI for the construction of the YMCA. The entity name and formation may change in the near future. In the event of any such change, CBS agrees that any such new entity will become a part of this MOU, and meet the terms and conditions that apply to CBS under this MOU.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this MOU.

2. **Monetary Cap and Purpose.** The purpose of this MOU is to: (a) acknowledge the agreement between the City and YMCA regarding the **not to exceed Two Million Dollars (\$2,000,000)** commitment by the City for proposed, public site improvements to the leased premises; (b) clarify the responsibilities of the parties with respect to the engineering, design and construction of the public site improvements; (c) address changes that will be required to the Lease, plat and site plan, and (d) ensure that for the City-funded, public improvements to the leased premises, an open bid process is used that complies with the City's requirements for bidding and awarding contracts as further described below.

3. **Term of MOU.** This MOU shall remain in full force and effect until terminated or until all the terms of the agreement are satisfied.

4. **Public Improvements to Utilities, Roads and Street Lights**

A. **Site Plan and Replat.** CEPI shall prepare a replat and site plan on behalf of the YMCA. The replat and/or site plan shall contain an updated, accurate legal description for the leased premises, show all necessary and required easements for the utilities for the leased premises (as determined by the City Public Services Director or his designee), and otherwise comply with the requirements of the Casper Municipal Code for plats and site plans. The YMCA shall obtain approval of the replat and site plan, all in accordance with the Casper Municipal Code, prior to beginning construction for any improvements to the leased premises.

B. **Engineering Costs.** CEPI will provide all of the civil engineering design services for the public improvements to the leased premises at no cost to the City. However, reasonable costs and expenses for traffic and electrical engineering services, and other engineering services for

construction of public improvements to the leased premises will be paid by the City of Casper, all subject to the not to exceed Two Million Dollar (\$2,000,000) cap described above.

C. **City Administered Public Utilities Improvements.** Improvements to the public utilities, electrical utilities, road, and traffic signal (described in Section 4. D. below), will be designed, administered and constructed under the direction of, and with the approval of the City Public Services Department. The City will bid out, award and complete the contracts for the public utilities improvements, road, and traffic signal on the leased premises in accordance with Wyoming Statutes.

D. **Schedule.** The improvements to the public utilities, road, and traffic signal will be completed as soon as reasonably practical under a construction schedule agreed to by the parties and coordinated with the CMAR for the project. An estimate of the construction costs, engineering fees and contingencies is provided in the table below. **HOWEVER, UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE FOR ANY DAMAGES – DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OF ANY OTHER NATURE – FOR FAILURE TO MEET OR OTHERWISE COMPLY WITH ANY CONSTRUCTION SCHEDULE.**

DESCRIPTION	COST
Traffic Signal and Roadway Improvements	\$ 680,000
Water System Improvements	\$ 140,000
Sanitary Sewer System Improvements	\$ 90,000
Stormwater System Improvements	\$ 35,000
Underground Powerline Improvements	\$ 175,000
Construction Contingency	\$ 180,000
Civil Engineering Design Fees	\$ 0
Traffic and Electrical Engineering Design Fees	\$ 25,000
Engineering Services During Construction	\$ 55,000
Total Cost – Utilities, Road and Street Light	\$ 1,380,000

5. Public Parking Lot Improvements and Payment.

A. **CMAR.** The YMCA has retained CBS to, among other things, serve as the CMAR for the building construction and public parking lot improvements on the leased premises. The City is funding a limited amount of the public parking lot improvements as further described in Section 4. C. below. In order to maintain the continuity of construction of the public parking lot improvements, the City agrees to use the same CMAR for the public parking lot improvements that the YMCA has retained for the overall project. The CMAR hereby agrees to execute the City's standard contract for retention of a CMAR (provided that said agreement is reasonably agreeable to both CBS and the City); and comply with other Wyoming statutory requirements as generally described in Section 5. B. below. The intent is that the CMAR will have two separate contracts – one contract with the YMCA for the YMCA building construction, and a separate contract with the City for the public parking lot improvements (or any City contributions thereto) to the leased premises as described below.

B. **Bidding/Other Statutory Requirements.** For all public parking lot improvements or portions thereof funded by the City, the CMAR shall, in cooperation with the City: (1) publicly advertise the improvements bid package on two different occasions, at least seven days apart, all in accordance with the City of Casper's requirements for bidding projects and Wyoming Statute ("W.S.") § 15-1-113; (2) conduct an open bid process in compliance with Wyoming contractor preference law; (3) comply with all requirements for bidding a capital construction project under W.S. § 16-6-701 et seq. and § W.S. 16-6-1001 (e.g., not less than seventy percent of the work (70%) shall be awarded to Wyoming resident contractors unless exempt); (4) open the bids in a public location designated by the City of Casper; (5) require the prime contractor to furnish a performance bond to the City for the public parking lot improvements in accordance with W.S. §16-1-112 through 115; (6) withhold retainage and otherwise comply with Wyoming statutory requirements for construction contracts with public entities under W.S. § 16-6-701 et seq., and (7) publish and post the forty (40) day notice required by W.S. § 16-6-116 before making final payment, and also notify the City if there are claims against the project. Notice of the requirements of this section shall be provided by the CMAR to all of its subcontractors that may perform work on the public parking lot improvements to the leased premises.

C. Payment.

1. The City will pay approximately Six Hundred Twenty Thousand Dollars (\$620,000) for the public parking lot improvements, in addition to the costs identified in Section 4. D. above. However, the parties agree that **the total funding for the project from the City will not exceed Two Million Dollars (\$2,000,000)**, including, but not limited to the engineering, public parking lot improvements, public utilities improvements, electrical utility improvements, road and traffic signal improvements. Any and all costs in excess of Two Million Dollars (\$2,000,000) for the public improvements described in this MOU shall be borne by the YMCA. For example, if the actual, total cost for the public improvements shown in Section 4. D. of this MOU is One Million Five Hundred Thousand Dollars (\$1,500,000), then Five Hundred Thousand Dollars (\$500,000) is the remaining amount that is available to fund the public parking lot improvements.

2. Payment will be made following receipt of an itemized invoice from the CMAR for services rendered in conformance with the project documents (drawings, specifications,

addenda, etc.), along with appropriate, reasonable backup documentation that may be required by the City or its auditors, and following approval by the Casper City Council. The CMAR shall submit an invoice for payment specifying that the services have been rendered in conformance with the project documents, that the work has been accepted, and that it is entitled to receive the amount requested under the terms of the MOU. The CMAR, in cooperation with the City, agrees that before making final payment for any or all of the public improvements, it shall publish the forty (40) day notice required by W.S. § 16-6-116, and notify the City if there are claims against the project.

3. If amounts owed by the CMAR 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 YMCA pursuant to this MOU.

6. Lease Amendment. The City and YMCA hereby agree to negotiate in good faith an amendment to the existing Lease that: (1) incorporates the updated, accurate legal description for the leased premises (matching the replat and/or site plan), and (2) adds the City’s standard insurance, indemnification and Wyoming Governmental Claims Act terms and conditions to the Lease. The City and YMCA may also negotiate in good faith other standard, customary terms and conditions that update or modernize the Lease. The YMCA hereby represents that the location where the YMCA intends to build all of its improvements is, in fact, on City-owned land that will become part of the leased premises after the Lease Amendment is executed. CEPI will provide the City with a title report to demonstrate compliance.

7. Insurance and Indemnification.

A. **Before** commencement of any work on the project, the YMCA, CEPI, and CBS shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the YMCA, CEPI, CBS, and the 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 YMCA's or CEPI's negligent operations in connection with the performance of this MOU or the work associated therewith.

	<u>LIMITS</u>
Workers’ Compensation	Statutory
Comprehensive General Liability	\$500,000 combined single unit
Professional Liability/Errors & Omissions (CEPI is the only entity required to meet professional liability/errors and omissions policy requirements.)	\$500,000

B. The YMCA, CEPI, and CBS shall provide the City with certificates evidencing such insurance as outlined above **before** beginning any work under this MOU. 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.

C. In addition, upon request by the City, the YMCA, CEPI, and CBS 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 the YMCA's, CEPI's, and CBS's obligations hereunder.

D. The YMCA, CEPI, and CBS agree 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 YMCA, CEPI, and CBS.

E. It is recognized by and between the parties to this MOU 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 MOU, or any subsequent terms, then such insurance as outlined above from the YMCA, CEPI, CBS and Haselden 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 MOU.

F. The YMCA, CEPI, and CBS shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for their proper protection.

8. General Provisions.

A. **Amendments.** This MOU sets forth the entire understanding of the parties, and any changes, modifications, revisions or amendments to this MOU shall be in writing, executed by all Parties hereto.

B. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOU. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.

C. **Severability.** If any portion of this MOU is judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

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

E. **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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties of this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

F. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties which supersedes all prior negotiations, representations and agreements, whether written or oral.

G. **Counterparts.** This MOU may be executed in separate counterparts. Such counterparts taken together shall constitute one and the same original document.

APPROVED AS TO FORM:



City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS:

CASPER FAMILY Y.M.C.A., INC.



Mark Gilbertson
Vice President

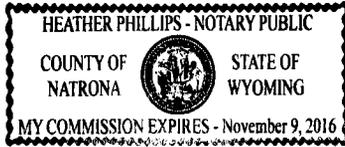


Kara Turner
President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 10th day of March, 2015
by Kara Turner as the President of the Casper Family Y.M.C.A., Inc.

(Seal, if any)



Heather Phillips
(Signature of notarial officer)

notary
Title (and Rank)

[My Commission Expires: 11/09/16]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

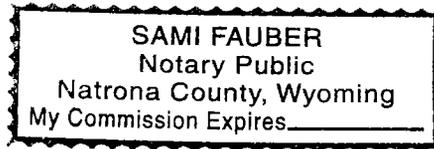
This instrument was acknowledged before me on this 10 day of March, 2015
by Thomas Brauer as the President of Civil Engineering Professionals, Inc.

(Seal, if any)

Sami Fauber
(Signature of notarial officer)

Office Manager
Title (and Rank)

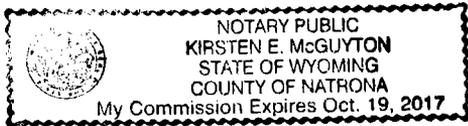
[My Commission Expires: 4-26-15]



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 10th day of March, 2015
by Stephen F. Sasser as President of Caspar/Haselden Joint Venture

(Seal, if any)



Kirsten E. McGuyton
(Signature of notarial officer)

Off. Mgr.
Notary Public
Title (and Rank)

[My Commission Expires: 10-19-17]

RESOLUTION NO. 15-59

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING REGARDING THE Y.M.C.A. PUBLIC IMPROVEMENTS

WHEREAS, on June 15, 1964, the City and the Y.M.C.A. entered into a long-term Lease Agreement ("Lease") for City owned property located at 315 E. 15th Street (the "leased premises"), Casper, Wyoming 82601, which was recorded in the Natrona County Clerk's office as Instrument No. 24244 on August 6, 1965; and,

WHEREAS, the Lease is for the purpose of operating a Casper Family Y.M.C.A. on the leased premises for the citizens of the community; and,

WHEREAS, the Lease term remains in effect until January 16, 2031, and the Y.M.C.A. has an option to renew the Lease for an additional twenty-five (25) years thereafter. At the end of the Lease term, any and all improvements that are not removable become the property of the City; and,

WHEREAS, the Y.M.C.A. represents that it offers approximately Two Hundred Fifty Thousand Dollars (\$250,000) or more in scholarships to low income residents of Natrona County, who could not otherwise afford to participate in Y.M.C.A. programs and activities; and,

WHEREAS, the Y.M.C.A. is in the process of remodeling, renovating, and expanding its physical facilities on the leased premises, which includes upgrading the public site improvements; and,

WHEREAS, the City agrees to contribute Two Million Dollars (\$2,000,000) toward upgrading the site improvements to the leased premises as described in a memorandum of understanding; and,

WHEREAS, other duties and obligations of the parties are set forth in the memorandum of understanding.

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 memorandum of understanding between the parties regarding site improvements at the leased premises as set forth therein.

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

(Memorandum of Understanding Regarding the Y.M.C.A. Public Site Improvements Resolution)

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

March 3, 2015

MEMO TO: John C. Patterson, City Manager
FROM: Andrew Beamer, P.E., Public Services Director ^{AB}
David W. Hill, P.E., Public Utilities Manager
SUBJECT: Casper Public Utilities Advisory Board Appointment

Recommendation:

That Council, by minute action, appoint Bruce English to the Casper Public Utilities Advisory Board, to a term ending December 31, 2020.

Summary:

The Casper Public Utilities Advisory Board has a vacancy on its Board, due to the expired term of Tim S. Kugler who chose not to seek reappointment.

At its February 25, 2015 meeting, the members of the Board recommended that Bruce English be appointed to the Board to fill the term ending December 31, 2020. Mr. English has an extensive background in water and sewer system management and operations as Manager of the North Platte Water and Sewer District. Mr. English will bring invaluable expertise and background to the Board.

Attached is a copy of Mr. English's resume.

Bruce P. English
3761 Carmel Drive
Casper, WY 82604
(307) 265-0136

HISTORY

Nov.97 – Present	Pope Construction – Project Manager, Estimator & Safety Coord.
Jun 73- Present	North Platte Water & Sewer District – President/Manager
Dec. 96 – Dec. 02	Casper Planning & Zoning Commission – Chairman
Oct. 96 – Oct 97	English Realty – Broker/Owner
Jun 90 – Sep 97	Casper Mountain Ski Patrol – Volunteer Medical First Responder
Jan 96 – Sep 96	REMAX Brokerage House – Associate Broker
Jul 94 – Dec 95	Coldwell Banker Luker Realty – Associate Broker
Apr 92 – May 94	T. I. C. – The Industrial Company – Construction Manager
Apr 91 – Apr 92	Defense Technology Corp. of America - Vice President of Aerosol Manufacturing
Apr 91 – Apr 86	Coldwell Banker Luker Realty – Sales Associate
1980 – 1985	Truck-N-Car Wash – Built and operated
1976 – 1982	English Construction, Inc – General Contracting
1972 – 1976	Carpenters Union – Apprenticeship
1975 – 1984	Wyoming Industrial Park – Family Owned Commercial Land Development and Sales

EDUCATION

Natrona County High School – Graduate 1967
Casper College – General Studies
Brooks Institute of Photography
Carpenter's Apprenticeship Program
Boise State College – Construction Management

CERTIFICATES

Wyoming DEQ Water Distribution Level One
Wyoming DEQ Waste Water Collection Level One
Former Wyoming Real Estate Broker's License
Former Licensed General Contractor – City of Casper

MEMBERSHIPS

Masonic Lodge Casper # 15
Korien Shrine – Rawlins
National Ski Patrol – Alumni

REFERENCES

Robert Kidd – 235-1325
Byron Stamm – 235-6478
Jerry Stewart – 577-7911

Greg Pope – 472-3241
Tad Harris – 235-1970
David Hough – 235-8241

BRUCE P. ENGLISH
ADDENDUM TO RESUME
Prepared January, 2008

EMPLOYMENT AT POPE CONSTRUCTION, INC.

I began my employment at Pope Construction, Inc. in the fall of 1997. My initial position was Project Field Engineer on a \$45 million East Addition to the Wyoming Medical Center in Casper, Wyoming. This project was a Joint Venture with the Denver office of Turner Construction. My duties included managing all correspondence with the Design Team, i.e. RFIs, PRs, CCDs, Change Orders, etc. and maintaining the record documents. I also was responsible for enforcing the Safety Plan, jobsite compliance and assuring compliance to the OSHA Rules and Regulations. I performed these duties until the job completion and turn over to the owner in 2000. I believe being involved with Turner Construction's methods of Project Management for nearly 3 years was a beneficial education of its own.

At this time I moved to the Main office and began project estimating and project management. The typical projects are commercial in nature consisting of new buildings, additions, remodels and office/retail build outs with budgets between \$50,000 to \$2,000,000. Pope Construction, Inc. uses a system where the estimator takes the project through completion. This would typically include the following: takeoff, getting subcontractor and supplier quotes and preparing the bid. Should we be the successful bidder/CM, I would then proceed with contract preparation, both Owner and subcontractors, purchase orders, scheduling, construction management, closeout and turn over.

Pope Construction, Inc. self-performs all types of concrete work, rough carpentry, and finish carpentry. I have used our past performance guidelines to successfully estimate and project manage many projects that we self-performed this work.

I have a through understanding of the processes of competitive bidding, design/build and Construction Management. This has allowed me to have many successful relationships with Owners and Design Teams and Subcontractors.

Additional duties I perform are the management and compliance of the company Safety Plan, OSHA compliance and Wyoming Worker's Compensation Insurance for our injured workers. Pope Construction, Inc. places a high priority on worker safety and low Worker's Compensation rates.

I am a salaried employee with Pope Construction, Inc. They provide me a company vehicle for my use, 401 retirement plan, health insurance and paid vacation.

Bruce P. English

205 E. 11TH ST.
CASPER, WYOMING
82601

PHONE (307) 234-6525

ADDENDUM TO RESUME

T.I.C. - THE INDUSTRIAL COMPANY

T.I.C. - The Industrial Company is headquartered in Steamboat Springs, Colorado and is consistently rated in the top 100 industrial contractors by Engineering News Record. T.I.C. Wyoming is located in Casper, Wyoming.

During the two years I worked for TIC, I was a part of the construction management team as a Construction Superintendent and Coordinator. As a member of the management team, I helped supervised and manage all phases of the construction projects I was assigned to.

During training secessions in Steamboat Springs, Colorado, I was trained in various management techniques including the implementation of Total Quality Management (TQM). TIC is recognized as a leader in the development of TQM in contracting and construction management.

TIC's management teams are responsible for the timely completion, cost containment and quality controls necessary for the successful completion and customer satisfaction demanded by large industrial customers.

My supervisor at TIC was Mr. Jim Werner, Vice-President of Operations. Mr. Werner may be contacted at 307-235-9958 for a reference as to my abilities and performance while employed by TIC.

Bruce P. English

205 E. 11TH ST.
CASPER, WYOMING
82601

PHONE (307) 234-6525

ADDENDUM TO RESUME

NORTH PLATTE WATER & SEWER DISTRICT

I have been the Manager and President of the Board of Directors of North Platte Water & Sewer District (NPWS) since June of 1977.

As manager, I have supervised the installation and operation of the water distribution and sewer collection systems. This has included coordinating engineering, permitting and construction of underground utilities, customer billing procedures and continual testing and monitoring of the systems as required by the US EPA and the Wyoming DEQ.

I hold two certificates from the Wyoming DEQ, Level I Water Distribution and Level I Collection Systems. These qualifications require continuing education to remain active. I have held these certificates since 1984, when they were initially required by the Wyoming DEQ.

The continuing education requirements have provided me a diverse background in all phases of the utility business.

Mr. David Hill, Director of the Casper Public Utilities may be contacted as a reference as to my efficiency as the Manager of North Platte Water & Sewer District.

March 3, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Purchase of One New 2-Ton Cab/Chassis with Flatbed Stake Body, Snow Plow, and Two Cubic Yard Salt Spreader.

Recommendation:

That Council, by minute action, authorize the purchase of one New 2-Ton Cab/Chassis with Flatbed Stake Body, Snow Plow, and two Cubic Yard Salt Spreader, with options, from Fremont Motor Company – Lander, in the amount of \$69,675.20, before trade in allowance. This unit is to be used in the Solid Waste Division of the Public Services Department.

Summary:

Units of the City's Fleet are replaced according to set replacement criteria. That criteria consists of use and cost thresholds, with those thresholds being that units are eligible for replacement when they have reach certain service life limits, exceed mileage or hours of operations limits, or the lifetime accumulate repair costs exceed the original cost. Occasionally there are exceptions to these criteria whereby units are replaced later or earlier depending on the actual condition and performance of the unit. Units eligible for replacement in accordance to the before mentioned criteria, or that need replacement because of developed conditions or performance, are generally identified in preparing the budget for the fiscal year. Therefore, funding for scheduled replacements became available when the City Council adopted the FY 2015 Budget.

Bids were requested for one New 2-Ton Cab/Chassis with Flatbed Stake Body, Snow Plow, and two Cubic Yard Salt Spreader. On February 11, 2015, six (6) bids were received from vendors. The bids were as follows:

<u>Quoted Item</u>	<u>Mileage</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
(1) 2016 Ford F-550 w/ Western	New	\$69,675.20	Fremont	\$9,000.00	\$60,675.20
(1) 2015 Dodge 5500 w/ Western	New	\$69,039.00	Greiner	\$6,800.00	\$62,239.00
(1) 2016 Ford F-550 w/ Western	New	\$70,339.00	Greiner	\$6,800.00	\$63,539.00

(1) 2016 Ford F-550 w/ Western	New	\$72,063.00	Spradley	\$3,063.00	\$69,000.00
(1) 2016 Ford F-550 w/ Swenson	New	\$66,261.00	Greiner	\$6,800.00	\$59,461.00
(1) 2015 Dodge 5500 w/ Swenson	New	\$64,961.00	Greiner	\$6,800.00	\$58,161.00

The low bids from Greiner with the Swenson Salt Spreader did not meet the minimum specification of a polyethylene hopper, it has a stainless steel hopper and may present a weight issue when fully loaded. The low bid of the Ford from Fremont Motor Company of Lander, with the Western Tornado Salt Spreader met all of the minimum specifications, making this the recommended purchase.

This purchase is to be funded from Refuse Reserves for the Solid Waste – Balefill Budget.

March 3, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Purchase of One New 2-Ton Cab/Chassis with Eight Cubic Yard, Rear Load Litter Body.

Recommendation:

That Council, by minute action, authorize the purchase of One New 2-Ton Cab/Chassis with 8 Cubic Yard, Rear Load Litter Body, with options, from Greiner Motor Company - Casper, in the amount of \$86,066, before trade in allowance, to be used in the Solid Waste Division of the Public Services Department.

Summary:

Units of the City's Fleet are replaced according to set replacement criteria. That criteria consists of use and cost thresholds, with those thresholds being that units are eligible for replacement when they have reach certain service life limits, exceed mileage or hours of operations limits, or the lifetime accumulate repair costs exceed the original cost. Occasionally there are exceptions to these criteria whereby units are replaced later or earlier depending on the actual condition and performance of the unit. Units eligible for replacement in accordance to the before mentioned criteria, or that need replacement because of developed conditions or performance, are generally identified in preparing the budget for the fiscal year. Therefore, funding for scheduled replacements became available when the City Council adopted the FY 2015 Budget.

Bids were requested for one New 2-Ton Cab/Chassis with an Eight Cubic Yard, Rear Load Litter Body. On February 11, 2015, four bids were received from vendors. The bids were as follows:

<u>Quoted Item</u>	<u>Mileage</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
(1) 2015 Dodge 5500 w/ Pac Mac	New	\$86,066	Greiner	\$6,125	\$79,941
(1) 2015 Ford F-550 w/ Pac Mac	New	\$87,161	Greiner	\$6,125	\$81,036
(1) 2016 Ford F-550 w/ Newway	New	\$92,570	Elliot	\$6,500	\$86,070

(1) 2016 Ford F-550 w/ Wayne	New	\$100,301	Spradley	\$4,301	\$96,000
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This purchase will replace unit #141461 and will become a part of the fleet in the Solid Waste Division of the Public Services Department. This purchase is to be funded from Solid Waste - Balefill Budget for capital equipment replacement.

March 5, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Three (3) Used 54' Van Trailers

Recommendation:

That Council, by minute action, authorize the purchase of three (3) used 54' Van Trailers, from CMI-Teco, of Mills, Wyoming, in the amount of \$46,500. These Van Trailers will be used by the Solid Waste Division, of the Public Services Department.

Summary:

Quotes were received on February 26, 2015, for three (3) Used 54' Van Trailers. The following Quotes were supplied by local vendors. The Quotes were as follows:

6

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Total</u>
Three (3) 54' Van Trailers used	CMI-Teco	\$15,500.00 ea.	\$46,500.00
Three (3) 54' Van Trailers used	Jack's Truck	\$16,328.33 ea.	\$48,985.00

The recommended trailers are the low bid and they meet and/or exceed all the necessary specifications. There is not a trade-in associated with this purchase. This Solid Waste Division equipment will be funded through the Refuse Collection, Budget for recycling operations.

March 3, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Purchase Six Half Ton Pick-ups with Options.

Recommendation:

That Council, by minute action, authorize the purchase of six New Half Ton Pick-ups, with options, from Greiner Motor Company-Casper to be used throughout various Departments within the City. The amount of this purchase is to be \$163,678, with options, before trade-ins.

Summary:

Units of the City's Fleet are replaced according to set replacement criteria. That criteria consists of use and cost thresholds, with those thresholds being that units are eligible for replacement when they have reach certain service life limits, exceed mileage or hours of operations limits, or the lifetime accumulate repair costs exceed the original cost. Occasionally there are exceptions to these criteria whereby units are replaced later or earlier depending on the actual condition and performance of the unit. Units eligible for replacement in accordance to the before mentioned criteria, or that need replacement because of developed conditions or performance, are generally identified in preparing the budget for the fiscal year. Therefore, funding for scheduled replacements became available when the City Council adopted the FY 2015 Budget.

Bids were requested for six Half Ton 4x4 Pick-ups, with options (five replacement and one addition to the fleet). On February 18, 2015, two bids were received from Greiner Motor Company- Casper, one for Fords, and one for GMC's. The base bid for the Ford Truck, was \$26,597 each before options and trade allowances. The base bid for the GMC Truck, was \$28,064 each before options and trade allowances. The purchases with options and trade allowances are as follows:

<u>Bid Item</u>	<u>Division</u>	<u>Vendor</u>	<u>Base Cost With Options</u>	<u>Trade-In Value</u>	<u>Total Cost</u>
(1) 2015 Ford F-150 4x4 extended cab pickup	Meter Service	Greiner	\$27,121	\$4,170	\$22,951
(1) 2015 Ford F-150 4x4 extended cab Pickup	Meter Service	Greiner	\$27,121	\$2,000	\$25,121

(1) 2015 Ford F-150 4x4 extended cab 8' bed Pickup	Metro	Greiner	\$27,551	\$5,275	\$22,276
(1) 2015 Ford F-150 4x4 extended cab 8' bed Pickup	Metro	Greiner	\$27,551	No Trade	\$27,551
(1) 2015 Ford F-150 4x4 extended cab Pickup	Code Enforcement	Greiner	\$27,213	\$4,670	\$22,543
(1) 2015 Ford F-150 4x4 extended cab Pickup	Fleet Maintenance	Greiner	\$27,571	\$4,170	\$23,401

The options included in the specification were as follows:

8' bed	\$338.00	(Metro Animal – to accommodate slide-in animal carrier)
Hands free Communication	\$358.00	(Fleet Maintenance and Meter Services – to enable notice of phone calls that is a primary communication source for these operations)
Back-up Camera	\$450.00	(All – safety feature to avoid backing collisions)
Extended range Fuel Tank	\$166.00	(All – lower staff time and costs for refueling, particularly for Metro Animal Control)

These purchases will be two units for Meter Service, two units for Metro Animal Services (one replacement unity and one additional unit), one unit for Code Enforcement, and one unit for Fleet Maintenance.

These vehicles will be funded from the Water Distribution Division Budget for the Meter Service vehicles, the Metro Animal Services vehicle will be funded by the Metro Animal Services Division Budget, the Code Enforcement vehicle will be funded by the Code Enforcement Optional 1% #14 allocation for capital equipment replacement, and the Fleet Maintenance vehicle is to be funded by the Fleet Maintenance Division Budget.

February 23, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Purchase of One Mid-Size Utility Vehicle

Recommendation:

That Council, by minute action, authorize the purchase of one New Ford Explorer, from Greiner Motor Company, Casper, Wyoming, to be used in the Meter Services Section of the Administrative Services Department in the amount of \$31,259, before trade-in.

Summary:

Bids for one new Mid-Size Utility Vehicle were received on February 6, 2015. Three bids were supplied by local and statewide vendors. The bids are as follows:

<u>Bid Item</u>	<u>Mileage</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
'16 Ford Explorer	New	\$31,259.00	Greiner	\$3,678.00	\$27,581.00
'15 Jeep Cherokee	New	\$28,000.00	Fremont	\$3,000.00	\$25,000.00
'15 Ford Edge	New	\$31,353.44	Fremont	\$2,652.00	\$28,701.44

The low bid of the Jeep Cherokee did not meet the size requirement to be considered a mid-sized SUV as specified in the bid specifications; the Ford Explorer has a passenger volume of 151.7 cu.ft. and a cargo volume of 80.7 cu.ft. Where the Jeep Cherokee only has 104.4 cu.ft. of passenger volume and 54.9 cu.ft of cargo area. The increased size of the interior along with better ground clearance and a larger fuel tank make the Ford Explorer the recommended purchase for this Meter Services Vehicle.

This purchase is being made to downsize from a pick-up to improve economy and still be able to complete the required tasks of the Meter Service Section.

This purchase will be funded from the Water Distribution Division Budget.