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REGULAR COUNCIL MEETING

Tuesday, May 19, 2015

6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

2015 CITY COUNCIL GOALS

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

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

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

Council Goals Scorecard	
<i>Actions to Date</i>	
Downtown	1
Infrastructure	11
Recreation	8

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MAY 5, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 16, 2015
4. CONSIDERATION OF BILLS AND CLAIMS
5. SAM WISEMAN
6. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish June 2, 2015, as the Public Hearing Date for Consideration of:
 - a. Issuance of **Restaurant Liquor License No. 4**, for **III Botticelli Ristorante Italiano**, d.b.a. Botticelli Restaurant, Located at 129 West 2nd Street.
 - b. **Zone Change of Lot 3 and N ½ Lot 4, Block 96, Casper Addition**, Located at **335 North Grant Street**, from M-1 (Limited Industrial) to C-3 (Central Business).
 - c. **Zone Change of Lot 3, Block 12, Nelson’s Addition**, Located at **1231 North Wolcott Street**, from R-6 (Manufactured Home (Mobile) Park) to R-3 (One to Four Unit Residential).
2. Establish June 16, 2015, as the Public Hearing Date for Consideration of:
 - a. **Transfer of Ownership of Resort Liquor License No. 3**, Hospitality Development Corporation d.b.a. **Parkway Plaza and Convention Center**, Located at 123 West ‘E’ Street.

7. PUBLIC HEARINGS

A. Ordinance

1. Consideration of a **Vacation and Replat** to Create **Harmony Hills Addition No. 2 – Phase 1** and a **Zone Change** of a Portion of said Harmony Hills Addition No. 2 – Phase 1 from PUD (Planned Unit Development) to R-2 (One Unit Residential).

7. PUBLIC HEARINGS (continued)

B. Resolution

1. Solicit **Community Input** Toward the City of Casper’s Use of Program Year 2015/2016 **Community Development Block Grant (CDBG) Funds**.
 - a. **Continue the Public Hearing to the June 16, 2015**, City Council Meeting.

8. SECOND READING ORDINANCES

A. Consent

1. Consideration of an **Ordinance Amendment** to Section 5.08.450 of the Casper Municipal Code Pertaining to **Public Intoxication**.
2. Consideration of an **Ordinance Amendment** to Section 9.12.030 of the Casper Municipal Code Pertaining to **Trespassing**.
3. Consideration of an **Ordinance Amendment** to Section 10.12.010 of the Casper Municipal Code Pertaining to **Motor Vehicle Operator’s Licenses**.
4. Consideration of an **Ordinance Amendment** to Section 10.18.020 of the Casper Municipal Code Pertaining to **Seat Belt Requirements to Include Requirements for Child Restraint Systems**.
5. Consideration of an **Ordinance Amendment** to Section 10.18.030 of the Casper Municipal Code Pertaining to **Penalties for Seat Belt and Child Restraint System Violations**.

9. RESOLUTIONS

- A. Authorizing Agreement with **Ramshorn Construction, Inc.**, in the Amount of \$1,850,000, for the **Country Club Road Improvements Project**.
- B. Authorizing Agreement with **GSG Architecture**, in the Amount of \$292,990, for **Design and Construction Administration for the Casper Fire Station No. 6 Replacement Project**.
- C. Authorizing Agreement with **Caspar Building Systems, Inc.**, in the Amount of \$1,237,089, for the **Hogadon Ski Patrol and Maintenance Shop Project**.
- D. Consent
 1. Authorizing **Acceptance of a Grant** from the **American Society for the Prevention of Cruelty to Animals**, in the Amount of \$10,000.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	
	X	X

9. RESOLUTIONS (continued)

D. Consent

2. Authorizing Agreement with **Long Building Technologies, Inc.**, in the Amount of \$103,000, for the **Door Security Upgrades Project** for the IT Server Room, Hall of Justice, Recreation Center, and Police Dispatch Center.
3. Authorizing Agreement with **Wayne Coleman Construction LLC**, in the Amount of \$145,000, for the **Kelly Drive Storm Sewer Upgrades Project**.
4. Authorizing Amendment No. 1 to the Agreement with **The Slide Experts**, in the Amount of \$10,500, for the **Aquatic Center Slide Resurfacing Project**.
5. Authorizing Agreement with **International Coliseums Company**, in the Amount of \$125,000, for the **Casper Events Center Storage Building Project**.
6. Authorizing Agreement with **SCS Aquaterra**, in the Amount of \$24,304, for the **Non-Methane Organic Compound Tier II Sampling and Reporting Landfill Gas Emissions Field Testing and Report Preparation Project** for the Balefill.
7. Authorizing a Contract with **LifeHealth, LLC**, for **Biometric Screenings for City Health Plan Participants**, Effective July 1, 2015.

10. MINUTE ACTION

A. Consent

1. Acknowledging Receipt of the **Requested Fiscal Year 2015-2016 Budget**.
2. Rejecting Bid Submitted by **Haass Construction** for the **Marion Kreiner Splash Pad Project**.

11. COMMUNICATIONS

A. From Persons Present

1. Lisa Hampton

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

13. ADJOURNMENT

Upcoming Council meetings

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	X
	X	X

Council meetings

Tuesday, June 2, 2015 – Council Chambers

Tuesday, June 16, 2015 – Council Chambers

Work sessions

4:30 p.m. Tuesday, May 26, 2015 – Council Meeting Room

7:00 a.m. Friday, May 29, 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
May 5, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, May 5, 2015. Present: Councilmen Cathey, Hedquist, Hopkins, Johnson, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

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

Moved by Councilman Johnson, seconded by Councilman Hopkins to, by minute action, approve the minutes of the April 21, 2015, regular Council meeting, as published in the Casper-Star Tribune on April 29, 2015. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by minute action, approve payment of the May 5, 2015, bills and claims, as audited by City Manager Patterson. Mayor Powell noted he wished to abstain from voting on invoices pertaining to Park Ridge Behavioral Healthcare. Motion passed.

Bills & Claims
05/05/15

AakerSigns	Goods	\$482.95
AGRandall	Goods	\$96.35
AllianceElec	Services	\$20,000.00
AMBI	Services	\$400.78
Arcadis	Services	\$3,952.50
AStedilie	Reimb	\$30.12
AtlanticElectric	Services	\$1,762.73
BankOfAmerica	Goods	\$203,048.05
Bentz'sTownPump	Goods	\$7.25
BestWestern	Services	\$16,076.13
BShort	Refund	\$44.32
CarpetOne	Goods	\$17,000.00
CasperElectric	Services	\$676.00
CasperRadioGroup	Services	\$1,610.00
CATC	Funding	\$198,858.00
CentralPaint&Body	Services	\$934.20
CEyde	Refund	\$765.00
ChampionWindows	Services	\$12,445.00
CIGNA	Services	\$11,991.78
CJ'sSound	Services	\$800.00
ClerkCircuitCourt	Services	\$986.18
CMccurdy	Refund	\$6.92
CMcmahon	Refund	\$52.61
CMITeco	Goods	\$320,878.00
CNICHealthSolutions	Services	\$75.70
CobanTech	Services	\$743.00

CommTech	Goods	\$14,041.00
CRConcrete&Excavation	Services	\$80,117.00
CrimeSceneInfo	Services	\$86.25
CurbAppealPainting	Services	\$15,300.00
CWalker	Refund	\$17.88
DavidsonFixedIncome	Services	\$6,715.25
DBusch	Reimb	\$227.55
Dell	Goods	\$338.35
DeltaDental	Services	\$1,498.25
DHepner	Refund	\$8.88
DoubleDWelding	Services	\$615.00
DowlHKM	Services	\$3,000.00
DowneyDrilling	Services	\$14,950.00
DParks	Refund	\$20.12
EnnisPaint	Goods	\$26,275.87
EnvironmentalCivilSolutions	Services	\$10,179.07
FirstData	Services	\$17.44
FirstInterstateBank	Services	\$1,715.69
FischerAutoBody	Services	\$4,122.12
FoodSvcsOfAmerica	Goods	\$2,620.53
FtCasparMuseumAssoc	Services	\$909.60
FullContactConcrete	Services	\$14,940.56
GadesSales	Goods	\$9,274.50
GolderAssociates	Services	\$11,439.34
Granicus	Services	\$725.00
GStack	Refund	\$39.20
GYoneda	Reimb	\$280.42
HDR Engineering	Projects	\$3,576.68
HewlettPackard	Goods	\$12,422.36
Homax	Goods	\$32,779.39
HunterIndustrialCorp	Services	\$444.30
JCureton	Refund	\$5.99
JGerhart	Reimb	\$100.00
JGilstrap	Refund	\$49.47
JHoover/AMartin	Refund	\$51.22
JKnopp	Reimb	\$758.17
JPike	Reimb	\$56.70
JTLGroup	Services	\$103,801.32
JWalsh	Refund	\$15.67
KCWY-TV	Services	\$1,507.00
KWellsMD	Refund	\$2,288.08
LaborReady	Services	\$631.46
Manpower	Services	\$165.12
MBahe	Reimb	\$63.00
McMurryReadyMix	Goods	\$2,576.00
MHoward	Refund	\$25.74

MillsPolice	Services	\$494.00
MLeach	Refund	\$472.18
MMoore	Refund	\$57.14
ModernElectric	Services	\$7,056.00
Motorola	Goods	\$5,029.97
NatlAllianceDrugEndangeredChildren	Services	\$3,099.48
NC Clerk	Services	\$102.00
NCSheriffsOffice	Funding	\$122,552.00
NelsonEngineering	Services	\$31.70
NevesUniforms	Goods	\$2,986.60
NordicSound	Goods	\$52,391.00
NorthParkTransport	Services	\$882.43
OlsonAutobody	Services	\$8,173.11
OneCallofWy	Services	\$563.25
Paciolan	Services	\$2,489.95
Pepsi	Goods	\$1,794.65
PostalPros	Services	\$14,340.11
R/BHileman	Refund	\$28.39
R/MDunn	Refund	\$58.12
RecycledMaterials	Services	\$27,999.00
ResourceStaff	Services	\$840.97
RockyMtnPower	Services	\$27,215.59
ROsburn	Refund	\$47.26
RSnyder	Refund	\$50.97
RStobbe	Refund	\$48.09
SDunnuck	Reimb	\$229.24
SeniorPatientAdvocates	Services	\$450.00
SharpOilfieldSrvs	Refund	\$55.66
Siemens	Goods	\$4,162.22
SilvertipElectric	Refund	\$35.57
SkylineRanches	Services	\$788.40
Smarsh	Services	\$1,967.00
SourceGas	Services	\$34,615.48
SRay	Refund	\$24.75
SShipman	Reimb	\$134.07
StealthPartnerGroup	Services	\$63,773.20
StrategicInsights	Services	\$2,925.00
SuperiorStructures	Goods	\$2,496.00
SyscoFoodSvcs	Goods	\$943.08
TElhart	Reimb	\$301.00
THoefler	Refund	\$58.63
TMcbeath	Refund	\$39.86
TownSquareMedia	Services	\$1,000.00
USDeptofHUD	Services	\$12,666.00
V/APullen	Refund	\$38.11
VentureTech/ISC	Services	\$1,101.96

Verizon	Services	\$5,808.33
Visits	Services	\$256.30
WERCSCommunications	Services	\$1,015.00
WesternWaterConsult	Services	\$11,309.64
WestlandPark	Services	\$4,407.92
WilliamsPorterDay	Services	\$400.00
WMC	Services	\$17.10
WolverineDistributing	Goods	\$163.90
WorthingtonLenhart&Carpenter	Services	\$7,686.38
WyConferenceMuniCourts	Services	\$200.00
WyDivVictimSvcs	Services	\$200.00
WYDOT	Services	\$320.09
WyoPoets	Refund	\$102.50
YouthCrisisCenter	Funding	\$5,016.03
		\$1,638,028.49

Moved by Councilman Cathey, seconded by Councilman Sandoval, to, by minute action: establish May 19, 2015, as the public hearing date for the consideration of:

- a. A Vacation and Replat to create Harmony Hills Addition No. 2 – Phase 1 and a Zone Change of a portion of said Harmony Hills Addition No. 2 – Phase 1 from PUD (Planned Unit Development) to R-2 (One Unit Residential).
- b. Soliciting community input toward the City of Casper’s use of program year 2015/2016 Community Development Block Grant (CDBG) Funds.

Motion passed.

Mayor Powell noted the item to establish the public hearing date for the Begonia Bluffs Addition has been removed and will be placed on a future agenda.

Moved by Councilman Hopkins, seconded by Councilman Pacheco, to, by minute action cancel the public hearing for the petition to Vacate and Replat to create Harmony Hills Addition No. 2. Motion passed.

Following ordinance was considered, on third reading:

ORDINANCE NO. 4-15
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF TITLE 17 OF THE CASPER MUNICIPAL CODE
PERTAINING TO FLOODPLAIN MANAGEMENT
STANDARDS.

WHEREAS, the Federal Emergency Management Agency (FEMA) completed a re-evaluation of flood hazards for Natrona County, Wyoming; and,

WHEREAS, the proposed flood hazard determinations for Natrona County, Wyoming were published in the *Casper Star -Tribune* and *The Casper Journal* on March 18, 2014, and March 25, 2014; and,

WHEREAS, the 90-day appeal period, initiated March 25, 2014, ended and no appeals were received; therefore, the flood hazard determinations are final; and,

WHEREAS, FEMA has provided the final Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) information, effective May 18, 2015, to the City of Casper; and,

WHEREAS, the City of Casper is required to update its floodplain management regulations to the minimum National Flood Insurance Program (NFIP) standards to remain eligible for the program; and,

WHEREAS, City Council reviewed the required NFIP updates, as well as proposed higher standards for increased safety and enhancement of Casper's Community Rating System program, at work sessions held February 24, 2015 and February 27, 2015; and,

WHEREAS, the City of Casper desires to update its floodplain management regulations, incorporating the updated flood hazard information, and implement higher standards for one foot of freeboard and a repetitive loss provision.

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

SECTION 1:

That certain definitions of Section 17.20.030 of the Casper Municipal Code, pertaining to floodplain management definitions, are amended as follows:

"Flood Insurance Rate Map" (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated the SPECIAL FLOOD HAZARDS AREAS (SFHAs), THE BASE FLOOD ELEVATIONS (BFEs), and the risk premium zones applicable to the community.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"SPECIAL FLOOD HAZARD AREA (SFHA)" — AN AREA HAVING SPECIAL FLOOD, MUDFLOW OR FLOOD -RELATED EROSION HAZARDS AND SHOWN ON A FLOOD INSURANCE RATE MAP (FIRM) ZONE A, AO, A1 -A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1 -V30, VE OR V. FOR THE PURPOSE OF DETERMINING COMMUNITY RATING SYSTEM (CRS) PREMIUM DISCOUNTS, ALL AR AND A99 ZONES ARE TREATED AS NON-SFHAS.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. SUBSTANTIAL DAMAGE ALSO MEANS FLOOD - RELATED DAMAGES SUSTAINED BY A STRUCTURE ON TWO SEPARATE OCCASIONS DURING A TEN YEAR PERIOD FOR WHICH THE COST OF

REPAIRS AT THE TIME OF EACH SUCH FLOOD EVENT, ON THE AVERAGE, EQUALS OR EXCEEDS TWENTY-FIVE PERCENT OF THE MARKET VALUE OF THE STRUCTURE BEFORE THE DAMAGE OCCURRED.

"Water surface elevation" means the height, in relation to the NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

SECTION 2:

That paragraphs A. and B. of Section 17.20.040 of the Casper Municipal Code, pertaining to floodplain management general provisions, are amended as follows:

- A. This chapter shall apply to all SFHAS within the jurisdiction of the city of Casper.
- B. The SFHAS identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Natrona County, WYOMING AND INCORPORATED AREAS," dated MAY 18, 2015, with accompanying Flood Insurance Rate Maps and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

SECTION 3:

That paragraphs A.S. and 6. of Section 17.20.060 of the Casper Municipal Code, pertaining to floodplain management duties and responsibilities of the floodplain administrator, are amended as follows:

5. Where interpretation is needed as to the exact location of the boundaries of the SFHAS (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
6. Notify, in riverine situations, adjacent communities and the state coordinating agency which is The Wyoming OFFICE OF HOMELAND SECURITY, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

SECTION 4:

That paragraph A. of Section 17.20.070 of the Casper Municipal Code, pertaining to floodplain management permit procedures, is amended as follows:

- A. AN application for a development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to SFHAS.

SECTION 5:

That paragraphs A. and B. of Section 17.20.080 of the Casper Municipal Code, pertaining to floodplain management variance procedures, are amended as follows:

- A. The Casper planning and zoning commission, hereinafter referred to as commission, shall hear and render judgement on requests for variances from the requirements of this chapter.
- B. The commission shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter. Any such appeal shall be filed within thirty days of any such decision by the floodplain administrator, with notice of such appeal being filed with the Casper community development department.

SECTION 6:

That paragraph A. of Section 17.20.090 of the Casper Municipal Code, pertaining to floodplain management general standards for flood hazard reduction, is amended as follows:

- A. In all SFHAS the following provisions are required for all new construction and substantial improvements:

SECTION 7:

That paragraphs A.1., 2. and 4. of Section 17.20. 100 of the Casper Municipal Code, pertaining to floodplain management specific standards for flood hazard reduction, are amended as follows:

- A. In all SFHAS where base flood elevation data has been provided as set forth in: (i) Section 17.20.040(B); (ii) Section 17.20.060(A)(8); or (iii) Section 17.20.110(C), the following provisions are required:
 - 1. Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated NO LESS THAN ONE FOOT above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in Section 17.20.070(A)(1), is satisfied.
 - 2. Nonresidential Construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated NO LESS THAN ONE FOOT above the base flood level or together with attendant utility and sanitary facilities, be designed so that below ONE FOOT ABOVE the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction

are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

4. Manufactured Homes.

- a. Require that all manufactured homes to be placed within zone A on a THE community's FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within zones AI -30, AH, and AE on the community's FIRM on sites: (i) outside of a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated NO LESS THAN ONE FOOT above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones AI - 30, AH and AE on the community's FIRM that are not subject to the provisions of Section 17.20.100(A)(4) of this section be elevated so that either:
 - (1) The lowest floor of the manufactured home is NO LESS THAN ONE FOOT above the base flood elevation; or
 - (2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

SECTION 8:

That paragraphs A.1. and 2. of Section 17.20.120 of the Casper Municipal Code, pertaining to floodplain management standards for areas of shallow flooding, are amended as follows:

- A. Located within the SFHAS established in Section 17.20.040(B), are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident.

Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as ONE FOOT ABOVE the depth number specified in feet on the community's FIRM (at least THREE feet if no depth number is specified);
2. All new construction and substantial improvements of non-residential structures;
 - a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as ONE FOOT ABOVE the depth number specified in feet on the community's FIRM (at least THREE feet if no depth number is specified); or
 - b. Together with attendant utility and sanitary facilities be designed so that below ONE FOOT ABOVE the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy;

SECTION 9:

That paragraph A. of Section 17.20.130 of the Casper Municipal Code, pertaining to floodplain management floodways, is amended as follows:

- A. Floodways located within SFHAS established in Section 17.20.040(B), are areas designated as floodways.

SECTION 10:

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

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

PASSED on 2nd reading the 21st day of April, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 5th day of May, 2015.

Councilman Mundell presented the foregoing ordinance for approval, on third reading. Seconded by Councilman Johnson.

City Manager Patterson provided a brief report pertaining to Floodplain Management Standards. Councilman Sandoval made an amended motion to strike freeboard and repetitive loss and suggests to proceed with the minimum standards. Seconded by Councilman Hedquist. All Councilmembers voted nay to the amendment. Council then voted on the third reading of the ordinance. Motion passed unanimously.

The following ordinances were considered, on first reading:

ORDINANCE NO. 5-15
AN ORDINANCE AMENDING SECTION 5.08.450 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
PUBLIC INTOXICATION.

ORDINANCE NO. 6-15
AN ORDINANCE AMENDING SECTION 9.12.030 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
TRESPASSING.

ORDINANCE NO. 7-15
AN ORDINANCE AMENDING SECTION 10.12.010 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
OPERATOR'S LICENSE REQUIREMENTS.

ORDINANCE NO. 8-15
AN ORDINANCE AMENDING SECTION 10.18.020 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
SAFETY BELT AND CHILD RESTRAINT
REQUIREMENTS.

ORDINANCE NO. 9-15
AN ORDINANCE AMENDING SECTION 10.18.030 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
VIOLATIONS AND PENALTIES RELATING TO THE
SEAT BELT ORDINANCE.

Councilman Cathey presented the foregoing five (5) ordinances for approval, on first reading. Seconded by Councilman Johnson. Councilman Sandoval voted nay on Ordinance No. 6-15. Motion passed.

Following resolution read:

RESOLUTION NO. 15-102
A RESOLUTION APPROVING THE PRELIMINARY
PLAT OF THE HARMONY HILLS ADDITION NO. 2.

Councilman Johnson presented the foregoing resolution for approval. Seconded by Councilman Hopkins.

City Manager Patterson provided a brief report. Lisa Burridge addressed questions by Council regarding the preliminary plat process and future goals of the project. City Planner, Craig Collins answered questions from Council. Motion passed.

Following resolution read:

RESOLUTION NO. 15-107
A RESOLUTION AUTHORIZING A CONTRACT WITH
THE CASPER FIRE FIGHTERS LOCAL I.A.F.F. UNION
904 FOR THE CONTRACT YEAR 2015-17, EFFECTIVE
JULY 1, 2015.

Councilman Hopkins presented the foregoing resolution for approval. Seconded by Councilman Johnson. City Manager Patterson provided a brief report. Ken Ball addressed Council regarding criteria for consent items. Motion passed.

Following resolution read:

RESOLUTION NO. 15-109
A RESOLUTION APPROVING THE COMMUNITY
PRIORITIES FOR USE OF THE OPTIONAL 1%#15
SALES TAX SPECIAL PROJECTS FUNDS, AND
COMMITTING SALES TAX FUNDS TO SAID
PRIORITIES.

Councilman Johnson presented the foregoing resolution for approval. Seconded by Councilman Sandoval.

City Manager Patterson provided a brief report. Ken Ball addressed Council, requesting opportunities for public input. Mr. Ball also inquired as to this item being considered on consent. Keith Goodenough addressed Council, regarding a need for public hearings for citizens to provide feedback.

Members of Council provided details and further discussion regarding the process for the Sales Tax Special Projects Funds. Motion passed.

Following resolution read:

RESOLUTION NO. 15-111
A RESOLUTION AUTHORIZING AMENDMENTS TO
CITY EMPLOYMENT AGREEMENTS.

City Attorney Luben recused himself from the discussion and left the room. Judith Studer, Attorney at Law, came forward as City Council counsel.

Councilman Hopkins presented the foregoing resolution for approval. Seconded by Councilman Sandoval.

Mayor Powell provided a brief report. Ms. Studer provided information on the amendments and answered several questions posed by Council. Ken Ball addressed Council, requesting this type of item not being on consent. Keith Goodenough also addressed Council, suggesting consideration for Council to obtain additional attorney input.

After further discussion by Council, Mayor Powell called for a vote. Councilman Hedquist abstained and Councilman Mundell voted nay. Motion passed.

City Attorney Luben rejoined the meeting at this point.

Following resolution read:

RESOLUTION NO. 15-112
A RESOLUTION AUTHORIZING A WARRANTY OF
SIGNIFICANT ECONOMIC BENEFIT FOR THE U.S.
TREASURY STATE SMALL BUSINESS CREDIT
INCENTIVE (SSBCI) PROGRAM — SUPPORTED

INVESTMENT MADE OUTSIDE OF THE GEOGRAPHICAL BOUNDARIES OF THE PARTICIPATING MUNICIPALITY: WARD ALTERNATIVE ENERGY, INC. COMPRESSED NATURAL GAS FUELING FACILITY LOCATED IN EVANSVILLE, WYOMING.

Councilman Hopkins presented the foregoing resolution for approval. Seconded by Councilman Pacheco. Council discussed the item briefly and voted on the resolution. Motion passed.

Following resolution read:

RESOLUTION NO. 15-113

A RESOLUTION SUPPORTING A BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR AN ENHANCEMENT GRANT ON BEHALF OF THE GOVERNING BODY OF THE ECONOMIC DEVELOPMENT JOINT POWERS BOARD FOR THE PURPOSE OF PHASE 1 OF THE CONSTRUCTION OF AN EVENTS DRIVEN PUBLIC PLAZA.

Councilman Johnson presented the foregoing resolution for approval. Seconded by Councilman Sandoval. Mayor Powell asked for further discussion and a vote from Council. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-103

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KLJ SOLUTIONS, CO. FOR THE CITY OF CASPER SIGNAL TIMING STUDY.

RESOLUTION NO. 15-104

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HAASS CONSTRUCTION CO., INC., FOR THE NICOLAYSEN IMPROVEMENTS PROJECT NO. 15-10

RESOLUTION NO. 15-105

A RESOLUTION AUTHORIZING THREE (3) M3 –A PERMIT ACCESS APPLICATIONS WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR UPDATING AND REPLACING EXISTING ENTRIES INTO THE PROPOSED RECYCLE DEPOT

RESOLUTION NO. 15-106
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH CASPAR BUILDING SYSTEMS, INC., FOR THE
MIKE SEDAR POOL PROJECT

RESOLUTION NO. 15-108
A RESOLUTION AUTHORIZING A CONTRACT FOR
THE CASPER AREA METROPOLITAN PLANNING
ORGANIZATION (MPO) AND JACOBS
ENGINEERING (JACOBS) FOR A PLANNING AND
ENVIRONMENTAL LINKAGE STUDY FOR THE
PROPOSED EVANSVILLE PLATTE PARK BRIDGE.

RESOLUTION NO. 15-110
A RESOLUTION AUTHORIZING THE MAYOR TO
SIGN THE APPLICATIONS FOR THE PLAT OF THE
YMCA ADDITION TO THE CITY OF CASPER.

RESOLUTION NO. 15-114
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH DAN HART PATROL SERVICE, LLC, FOR THE
CASPER REGIONAL LANDFILL CELLS 3 AND 4
EARTHWORK CONSTRUCTION.

RESOLUTION NO. 15-115
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH COMANCO ENVIRONMENTAL
CORPORATION, FOR THE CASPER REGIONAL
LANDFILL CELLS 3 AND 4 GEOSYNTHETICS
PROCUREMENT.

RESOLUTION NO. 15-116
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH EROSION CONTROL APPLICATIONS, INC.,
FOR THE CASPER REGIONAL LANDFILL CELLS 3
AND 4 GEOSYNTHETICS INSTALLATION.

RESOLUTION NO. 15-117
JOINT NATRONA COUNTY -CITY OF CASPER
RESOLUTION TO STUDY THE CHALLENGES
FACING THE PUBLIC LIBRARY

Councilman Mundell presented the foregoing ten (10) resolutions for adoption. Seconded by Councilman Johnson. Councilman Hedquist abstained on Resolution No. 15-105 and Resolution No. 15-108; Councilman Sandoval abstained on Resolution No. 15-104. Councilman Hedquist voted nay on Resolution No. 15-117. Motion passed.

Moved by Councilman Cathey, seconded by Councilman Johnson, to, by consent minute action:

- 1) Authorize the purchase of 1 Buffalo Debris Blower from Stotz Equipment.
- 2) Authorize the joint committee of Natrona County and the City of Casper to study the challenges facing the Public Library.

Motion passed.

Mayor Powell called for a brief recess at 7:55 p.m., reconvening the meeting at 8:02 p.m.

Individuals addressing the Council were: Debra Cheatham, 120 East 15th Street, regarding personnel complaint to Council and Roberts Rules of Order; Jude Buchanan, with the Community Greenhouse, 123 South Beech Street, extending invitations from students and thank you to Council; Craig Sheets, commending the City of Casper merchants and sharing concerns with government activity; Jeff Porambo, 3298 Salt Creek Highway, regarding concern with consent resolutions and request for Council to listen to the voice of citizens; Gabriel Phillips, 142 South Center Street; thanked Council for removing items from consent for discussion and plea for Council to listen to citizens; Kevin Hawley, 234 South David Street, thanking Council and City Staff for support of Business Community Grant; Pat Sweeney, 123 West "E" Street, regarding consent agenda item concerns, 1%#15 request to seek community input in future and the public plaza project; Leann Miller, 1510 South Cedar Street, shared appreciation for Council's decision to remove items from consent for discussion; and Charmaine Parker, 1851 Westridge Circle, thanking Mayor Powell and Councilman Pacheco for educating the Parent Leadership Training Institute on City Council.

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 12, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 19, 2015, in the Council Chambers.

Moved by Councilman Sandoval, seconded by Councilman Cathey, to, by minute action adjourn. Motion passed. The meeting was adjourned at 9:01 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

Bills and Claims

City of Casper

06-May-15 to 19-May-15

71 CONSTRUCTION

RIN0025272 RETAINAGE 12-49

\$4,670.62
\$4,670.62 Subtotal for Dept. Capital Projects
\$4,670.62 Subtotal for Vendor

71 CONSTRUCTION, INC.

RIN0025271 RETAINAGE 12-49

RIN0025271 FT CASPER PEDESTRIAN UNDERPASS

RIN0025271 FT CASPER PEDESTRIAN UNDERPASS

(\$4,670.62)
(\$4,670.62) Subtotal for Dept. Capital Projects
\$37,364.97
\$9,341.24
\$46,706.21 Subtotal for Dept. Fort Caspar
\$42,035.59 Subtotal for Vendor

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

15-04-548 POSTAGE

\$36.47
\$36.47 Subtotal for Dept. Casper Events Center

15-04-544 POSTAGE

\$18.42
\$18.42 Subtotal for Dept. City Attorney

15-04-546 POSTAGE

\$3.19
\$3.19 Subtotal for Dept. City Manager

15-04-555 POSTAGE

\$4.96
\$4.96 Subtotal for Dept. Council

15-04-550 POSTAGET

\$23.99
\$23.99 Subtotal for Dept. Fire

15-04-552 POSTAGE

\$24.92
\$24.92 Subtotal for Dept. Fort Caspar

15-04-560 POSTAGE

\$19.90
\$19.90 Subtotal for Dept. Human Resources

15-04-553 POSTAGE

\$160.74
\$160.74 Subtotal for Dept. Ice Arena

15-03-518 POSTAGE

\$74.21
\$74.21 Subtotal for Dept. Municipal Court

15-04-561 POSTAGE

\$11.73
\$11.73 Subtotal for Dept. Property & Liability Insurance

15-04-559 POSTAGE

\$16.53
\$16.53 Subtotal for Dept. Recreation

15-04-557 POSTAGE

\$108.55
\$108.55 Subtotal for Dept. Water
\$503.61 Subtotal for Vendor

AAA LANDSCAPING

7856 WEED CONTRACTOR

\$60.00
\$60.00 Subtotal for Dept. Code Enforcement
\$60.00 Subtotal for Vendor

AAA LANDSCAPING LLC

RIN0025298 REFUND

\$65.60
\$65.60 Subtotal for Dept. Balefill
\$65.60 Subtotal for Vendor

Bills and Claims

City of Casper

06-May-15 to 19-May-15

ACCENT ENVIROBALE, INC.
9521955 PARTS

\$1,022.43
\$1,022.43 Subtotal for Dept. Balefill
\$1,022.43 Subtotal for Vendor

ADAM HIATT
RIN0025331 TRAVEL REIMBURSEMENT

\$55.14
\$55.14 Subtotal for Dept. Information Services
\$55.14 Subtotal for Vendor

ADBAY.COM
6894 ADVERTISING

\$170.00
\$170.00 Subtotal for Dept. Casper Events Center
\$170.00 Subtotal for Vendor

ADECCO USA, INC.
67589514 LABOR
67579844 LABOR
67571047 LABOR

\$2,168.10
\$1,287.00
\$1,742.40
\$5,197.50 Subtotal for Dept. Balefill
\$5,197.50 Subtotal for Vendor

ADVANCED THERMAL SOLUTIONS INC.
1332-5689 REPAIRS

\$298.78
\$298.78 Subtotal for Dept. Golf Course
\$298.78 Subtotal for Vendor

ALBERTA GIRALDO
RIN0025236 INTERPRETER
RIN0025235 INTERPRETER

\$40.00
\$40.00
\$80.00 Subtotal for Dept. Municipal Court
\$80.00 Subtotal for Vendor

ALI BHUTTO
RIN0025304 TRAVEL REIMBURSEMENT

\$624.35
\$624.35 Subtotal for Dept. Waste Water
\$624.35 Subtotal for Vendor

ALLIANT INSURANCE SVCS., INC.
335859 INSURANCE & BOND

\$100.00
\$100.00 Subtotal for Dept. Property & Liability Insurance
\$100.00 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC
4608 SERVICES
4604 SERVICES
4490 SERVICES

4605 SERVICES

\$2,150.00
\$625.00
\$120.00
\$2,895.00 Subtotal for Dept. Balefill
\$750.00
\$750.00 Subtotal for Dept. Refuse Collection
\$3,645.00 Subtotal for Vendor

ANDRITZ SEPARATION INC.

Bills and Claims

City of Casper

06-May-15 to 19-May-15
8480054247 SERVICES

\$29,370.87
\$29,370.87 Subtotal for Dept. Waste Water
\$29,370.87 Subtotal for Vendor

ARCHITECTURAL DOORS & HARDWARE
4487 HARDWARE
4488 HARDWARE

\$26,696.00
\$5,117.00
\$31,813.00 Subtotal for Dept. Casper Events Center
\$31,813.00 Subtotal for Vendor

ASBESTOS & TECHNICAL SVCS., LLC.
2015-31 INSPECTION

\$1,195.00
\$1,195.00 Subtotal for Dept. Life Steps Campus
\$1,195.00 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.
RIN0025251 RETAINAGE 15-01

\$1,505.75
\$1,505.75 Subtotal for Dept. General Fund
\$1,505.75 Subtotal for Vendor

BANCARD SVCS., INC.
16268 TRITON ARGO 12 ATMS (2)

\$6,811.94
\$6,811.94 Subtotal for Dept. Capital Projects
\$6,811.94 Subtotal for Vendor

BARNES, MELISSA
0024285054 REFUND

\$46.59
\$46.59 Subtotal for Dept. Water
\$46.59 Subtotal for Vendor

BILLIE ALEXANDER
RIN0025267 REFUND

\$270.00
\$270.00 Subtotal for Dept. Recreation
\$270.00 Subtotal for Vendor

BOWMAN, MICHAEL
0024285059 REFUND

\$42.33
\$42.33 Subtotal for Dept. Water
\$42.33 Subtotal for Vendor

BRENTON, BRISTON
0024238100 REFUND

\$40.89
\$40.89 Subtotal for Dept. Water
\$40.89 Subtotal for Vendor

BRIAN HOLLAND
199541690401 METH CONF SPEAKER FEE

\$1,351.70
\$1,351.70 Subtotal for Dept. Police Grants
\$1,351.70 Subtotal for Vendor

BROOKE MILLER
RIN0025310 REFUND

\$857.50
\$857.50 Subtotal for Dept. Recreation

Bills and Claims

City of Casper

06-May-15 to 19-May-15

\$857.50 Subtotal for Vendor

BUCKLES, TAMARA
0024285051 REFUND

\$24.47

\$24.47 Subtotal for Dept. Water

\$24.47 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.
78807-10 WWTP PLC REPLACEMENTS

\$3,121.33

\$3,121.33 Subtotal for Dept. Waste Water

\$3,121.33 Subtotal for Vendor

CASPAR BUILDING SYSTEMS, INC.

RIN0025270 Retainage 13-48
RIN0025270 TRUCK BARN EXPANSI

(\$28,971.20)

\$289,712.00

\$260,740.80 Subtotal for Dept. Refuse Collection

\$260,740.80 Subtotal for Vendor

CASPER DOWNTOWN DEVELOPMENT AUTHORITY
015132 CONTRACT WORK

\$126.07

\$126.07 Subtotal for Dept. Planning

\$126.07 Subtotal for Vendor

CASPER RECREATION LEAGUES ASSOC.
23698 REFEREE PAY

\$1,415.00

\$1,415.00 Subtotal for Dept. Ice Arena

\$1,415.00 Subtotal for Vendor

CENTRAL WY. FAIR & RODEO
RIN0025258 PARADE ENTRY FEE

\$30.00

\$30.00 Subtotal for Dept. Metro Animal

\$30.00 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER
126612 WHOLESALE WATER
126616 SYSTEM INVESTMENT FEES

\$263,085.67

\$15,204.00

\$278,289.67 Subtotal for Dept. Water

\$278,289.67 Subtotal for Vendor

CENTURYLINK

RIN0025265 ALARM SYSTEM
RIN0025263 MODEM
RIN0025264 ALARM SYSTEM
RIN0025266 MODEM

\$37.61

\$74.74

\$112.11

\$75.06

\$299.52 Subtotal for Dept. Balefill

RIN0025268 PHONE

\$126.50

RIN0025246 PHONE

\$38.36

RIN0025246 PHONE

\$74.46

RIN0025276 PHONE

\$338.49

RIN0025276 PHONE

\$37.61

RIN0025246 PHONE

\$42.71

\$658.13 Subtotal for Dept. Casper Events Center

RIN0025246 PHONE

\$10.31

Bills and Claims

City of Casper

06-May-15 to 19-May-15

		\$10.31	Subtotal for Dept.	Cemetery
RIN0025246	PHONE	\$63.25		
RIN0025268	PHONE	\$33.67		
		\$96.92	Subtotal for Dept.	City Hall
RIN0025276	PHONE	\$65.28		
		\$65.28	Subtotal for Dept.	Code Enforcement
RIN0025246	PHONE	\$83.55		
RIN0025268	PHONE	\$61.20		
RIN0025246	PHONE	\$9,848.46		
RIN0025268	PHONE	\$61.20		
RIN0025268	PHONE	\$306.76		
RIN0025268	PHONE	\$23.30		
RIN0025268	PHONE	\$61.20		
RIN0025268	PHONE	\$311.97		
RIN0025268	PHONE	\$65.28		
RIN0025246	PHONE	\$489.80		
RIN0025268	PHONE	\$83.64		
RIN0025246	PHONE	\$22.66		
RIN0025268	PHONE	\$83.64		
RIN0025268	PHONE	\$62.24		
RIN0025268	PHONE	\$64.96		
RIN0025276	PHONE	\$205.07		
RIN0025246	PHONE	\$64.96		
RIN0025268	PHONE	\$37.61		
RIN0025276	PHONE	\$170.39		
		\$12,107.89	Subtotal for Dept.	Communications Center
RIN0025246	PHONE	\$37.61		
		\$37.61	Subtotal for Dept.	Engineering
RIN0025268	PHONE	\$74.46		
RIN0025268	PHONE	\$65.28		
RIN0025268	PHONE	\$65.28		
RIN0025246	PHONE	\$120.00		
RIN0025276	PHONE	\$65.28		
RIN0025276	PHONE	\$37.61		
RIN0025276	PHONE	\$37.61		
RIN0025276	PHONE	\$37.61		
RIN0025276	PHONE	\$37.61		
RIN0025246	PHONE	\$477.32		
RIN0025276	PHONE	\$65.28		
RIN0025276	PHONE	\$75.22		
		\$1,158.56	Subtotal for Dept.	Fire
RIN0025276	PHONE	\$37.61		
RIN0025268	PHONE	\$63.24		
		\$100.85	Subtotal for Dept.	Garage
RIN0025276	PHONE	\$43.43		
		\$43.43	Subtotal for Dept.	Golf Course
RIN0025276	PHONE	\$37.61		
		\$37.61	Subtotal for Dept.	Human Resources
RIN0025246	PHONE	\$155.07		

Bills and Claims

City of Casper

06-May-15 to 19-May-15

	\$155.07	Subtotal for Dept.	Metro Animal
RIN0025246 PHONE	\$42.42		
	\$42.42	Subtotal for Dept.	Municipal Court
RIN0025246 PHONE	\$61.20		
RIN0025268 PHONE	\$65.28		
RIN0025276 PHONE	\$80.32		
	\$206.80	Subtotal for Dept.	Parking
RIN0025276 PHONE	\$42.42		
RIN0025268 PHONE	\$122.40		
	\$164.82	Subtotal for Dept.	Parks
RIN0025268 PHONE	\$38.36		
RIN0025276 PHONE	\$37.61		
RIN0025268 PHONE	\$63.24		
RIN0025268 PHONE	\$23.18		
RIN0025268 PHONE	\$65.28		
RIN0025246 PHONE	\$37.61		
	\$265.28	Subtotal for Dept.	Police
RIN0025276 PHONE	\$37.61		
	\$37.61	Subtotal for Dept.	Recreation
RIN0025246 PHONE	\$36.84		
	\$36.84	Subtotal for Dept.	Sewer
RIN0025246 PHONE	\$37.61		
	\$37.61	Subtotal for Dept.	Streets
RIN0025246 PHONE	\$46.95		
RIN0025268 PHONE	\$65.28		
RIN0025268 PHONE	\$50.46		
RIN0025268 PHONE	\$43.46		
RIN0025268 PHONE	\$43.46		
RIN0025268 PHONE	\$43.46		
RIN0025268 PHONE	\$34.45		
RIN0025268 PHONE	\$43.46		
RIN0025246 PHONE	\$37.37		
RIN0025268 PHONE	\$43.46		
RIN0025268 PHONE	\$38.36		
RIN0025268 PHONE	\$43.46		
RIN0025246 PHONE	\$40.15		
	\$573.78	Subtotal for Dept.	Traffic
RIN0025246 PHONE	\$37.37		
RIN0025268 PHONE	\$1,641.82		
RIN0025276 PHONE	\$37.37		
	\$1,716.56	Subtotal for Dept.	Waste Water
RIN0025276 PHONE	\$37.61		
RIN0025268 PHONE	\$89.84		
RIN0025276 PHONE	\$195.53		
	\$322.98	Subtotal for Dept.	Water
RIN0025245 FAX	\$42.38		
	\$42.38	Subtotal for Dept.	Water Treatment Plant
	\$18,218.26	Subtotal for Vendor	

Bills and Claims

City of Casper

06-May-15 to 19-May-15

CHEYENNE CITY TREASURER

236392 TRAVEL

236392 TRAVEL

\$269.40

\$28.31

\$297.71 Subtotal for Dept. Metropolitan Planning

\$297.71 Subtotal for Vendor

CHRISTA WIGGS

RIN0025305 RECORDING FEE

RIN0025305 NOTARY APPLICATION

\$18.00

\$30.00

\$48.00 Subtotal for Dept. Finance

\$48.00 Subtotal for Vendor

COLE, KIMBERLYN

0024285053 REFUND

\$51.22

\$51.22 Subtotal for Dept. Water

\$51.22 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

73382 COMPUTER MOUNTS

73383 COMPUTER MOUNT

\$417.00

\$437.00

\$854.00 Subtotal for Dept. Fire

72973 INSTALLS OF RELAYS

72975 RELAYS INSTALLED

\$357.00

\$357.00

\$714.00 Subtotal for Dept. Police Dept

\$1,568.00 Subtotal for Vendor

COMTRONIX, INC.

43811 ALARM SERV-FD

\$159.00

\$159.00 Subtotal for Dept. Fire

\$159.00 Subtotal for Vendor

CONSTANCE LAKE

RIN0025302 TRAVEL REIMBURSEMENT

RIN0025302 TRAVEL REIMBURSEMENT

\$197.45

\$20.75

\$218.20 Subtotal for Dept. Metropolitan Planning

\$218.20 Subtotal for Vendor

CROW, TINA

0024285056 REFUND

\$36.86

\$36.86 Subtotal for Dept. Water

\$36.86 Subtotal for Vendor

CYLDE HANAMAIKAI

04011515625 TOOL REIMBURSEMENT

\$119.97

\$119.97 Subtotal for Dept. Garage

\$119.97 Subtotal for Vendor

DARREN MIZOKAMI

3123 CLOTHING REIMBURSTMENT

\$33.68

\$33.68 Subtotal for Dept. Finance

\$33.68 Subtotal for Vendor

DELL MARKETING LP

Bills and Claims

City of Casper

06-May-15 to 19-May-15

XJNNWCWW3 COMPUTER	\$5,362.89		
	\$5,362.89	Subtotal for Dept.	City Manager
XJNNWD4X3 900 MHZ SYSTEM	\$2,211.00		
XJNNWD4X3 COMPUTER	\$3,151.89		
	\$5,362.89	Subtotal for Dept.	Traffic
	\$10,725.78	Subtotal for Vendor	
DELTA DENTAL PLAN OF WY.			
RIN0025312 APRIL 2015 EMPLOY CLAIMS	\$36,687.15		
	\$36,687.15	Subtotal for Dept.	Health Insurance
	\$36,687.15	Subtotal for Vendor	
DELUXE BUSINESS CHECKS AND SOLUTIONS			
72907507 DEPOSIT TICKETS	\$108.18		
	\$108.18	Subtotal for Dept.	Finance
	\$108.18	Subtotal for Vendor	
DON D. & LENDA L. SANDERS/SANDERS CONCRETE &			
048338 REPAIR	\$1,600.00		
	\$1,600.00	Subtotal for Dept.	Capital Projects
	\$1,600.00	Subtotal for Vendor	
DPC INDUSTRIES, INC.			
727000102-15 SODIUM HYPOCHLORITE	\$5,596.03		
	\$5,596.03	Subtotal for Dept.	Water Treatment Plant
	\$5,596.03	Subtotal for Vendor	
ECOLAB - INSTITUTIONAL			
8169372 SANI WASH N WALK 2.5GL	\$259.48		
	\$259.48	Subtotal for Dept.	Casper Events Center
	\$259.48	Subtotal for Vendor	
ECOLAB PEST ELIMINATION DIV., INC.			
5669986 PEST CONTROL	\$202.34		
5669985 PEST CONTROL	\$76.00		
	\$278.34	Subtotal for Dept.	Casper Events Center
	\$278.34	Subtotal for Vendor	
ENVIRONMENTAL & CIVIL SOLUTIONS, LLC			
3218 2ND ST WATER MAIN LOOP PROJECT	\$5,735.60		
	\$5,735.60	Subtotal for Dept.	Water
	\$5,735.60	Subtotal for Vendor	
FIRST DATA MERCHANT SVCS CORP.			
REMI1059495 CREDIT CARD FEES	\$4,226.33		
	\$4,226.33	Subtotal for Dept.	Balefill
REMI1059496 CREDIT CARD FEES	\$20.00		
	\$20.00	Subtotal for Dept.	Casper Events Center
REMI1059488 CREDIT CARD FEES	\$1,340.54		
REMI1014641 CREDIT CARD FEES	\$1,988.66		
	\$3,329.20	Subtotal for Dept.	Finance
REMI1059490 CREDIT CARD FEES	\$48.69		

Bills and Claims

City of Casper

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	\$48.69	Subtotal for Dept.	Fort Caspar
REMI1059491 CREDIT CARD FEES	\$1,142.23		
	\$1,142.23	Subtotal for Dept.	Golf Course
REMI1059492 CREDIT CARD FEES	\$389.09		
	\$389.09	Subtotal for Dept.	Hogadon
REM1059493 CREDIT CARD FEES	\$46.24		
	\$46.24	Subtotal for Dept.	Metro Animal
REMI1050846 CREDIT CARD FEES	\$377.13		
	\$377.13	Subtotal for Dept.	Municipal Court
	\$9,578.91	Subtotal for Vendor	
FIRST INTERSTATE BANK			
RIN0025283 SERVICE FEE	\$25.00		
	\$25.00	Subtotal for Dept.	CDBG
RIN0025275 DEPOSIT BAGS	\$200.00		
	\$200.00	Subtotal for Dept.	Code Enforcement
RIN0025254 LOCKBOX	\$2,836.72		
RIN0025269 LOCKBOX	\$2,425.42		
	\$5,262.14	Subtotal for Dept.	Finance
RIN0025322 GIFT CARDS	\$571.00		
	\$571.00	Subtotal for Dept.	Human Resources
	\$6,058.14	Subtotal for Vendor	
FIRST INTERSTATE BANK - PETTY CASH			
RIN0025274 PETTY CASH	\$191.76		
	\$191.76	Subtotal for Dept.	Metro Animal
RIN0025343 PETTY CASH	\$300.00		
RIN0025343 PETTY CASH	\$191.50		
RIN0025343 PETTY CASH	\$19.07		
	\$510.57	Subtotal for Dept.	Municipal Court
	\$702.33	Subtotal for Vendor	
FOOD SVCS OF AMERICA			
4876249 FOOD SREVICE SUPPLIES	\$228.48		
	\$228.48	Subtotal for Dept.	Casper Events Center
	\$228.48	Subtotal for Vendor	
FRAN O'DONNELL			
RIN00252810 REFUND	\$500.00		
	\$500.00	Subtotal for Dept.	Recreation
	\$500.00	Subtotal for Vendor	
FRATERNAL ORDER OF EAGLES			
RIN0025299 REFUND	\$119.02		
	\$119.02	Subtotal for Dept.	General Fund
	\$119.02	Subtotal for Vendor	
GARCA, MAYRA			
0024238098 REFUND	\$26.05		
	\$26.05	Subtotal for Dept.	Water

Bills and Claims

City of Casper

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\$26.05 Subtotal for Vendor

GARY L. KASSAY

RIN0025306 TRAVEL REIMBURSEMENT

\$47.00

\$47.00 Subtotal for Dept. Police

\$47.00 Subtotal for Vendor

GARY MARSH, INC.

360 GREEN & CART FEES FOR APRIL

\$10,048.95

\$10,048.95 Subtotal for Dept. Golf Course

\$10,048.95 Subtotal for Vendor

GOLDER ASSOCIATES

412947 ENGINEERING SERVICES

\$3,350.00

411933 ENGINEERING SERVICES

\$23.75

\$3,373.75 Subtotal for Dept. Balefill

\$3,373.75 Subtotal for Vendor

GOOD 2 GO STORES

NP44210755 FUEL

\$535.51

\$535.51 Subtotal for Dept. Fire

\$535.51 Subtotal for Vendor

GRIZZLY EXCAVATING

RIN0025296 RETAINAGE 14-06

\$8,700.04

\$8,700.04 Subtotal for Dept. Water

\$8,700.04 Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0025295 FIRST STREET IMPROVEMENTS PROJ

\$46,791.55

\$46,791.55 Subtotal for Dept. Streets

RIN0025295 FIRST STREET IMPROVEMENT PROJE

\$138,277.88

RIN0025295 RETAINAGE 14-06

(\$8,700.04)

\$129,577.84 Subtotal for Dept. Water

\$176,369.39 Subtotal for Vendor

GSG ARCHITECTURE

170504 REC CENTER FACILITY UPGRADE 14

\$22,385.82

\$22,385.82 Subtotal for Dept. Casper Recreation Center

170503 TRUCK BARN EXPANSION

\$5,192.50

\$5,192.50 Subtotal for Dept. Refuse Collection

\$27,578.32 Subtotal for Vendor

HD POWER SOLUTIONS

RIN0025341 REFUND

\$1,522.63

\$1,522.63 Subtotal for Dept. General Fund

\$1,522.63 Subtotal for Vendor

HEWLETT PACKARD

55713866 COMPUTER

\$968.28

55609960 COMPUTER

\$1,207.51

55707170 PRINTER

\$1,060.74

55582463 MONITOR

\$190.00

Bills and Claims

City of Casper

06-May-15 to 19-May-15

\$3,426.53 Subtotal for Dept. Finance
\$3,426.53 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC. PA1 15.04 HOT MIX

\$6,893.46
\$6,893.46 Subtotal for Dept. Streets
\$6,893.46 Subtotal for Vendor

HOMAX OIL SALES, INC.

0286473-IN HYDRAULIC FLUID
0287081-IN FUEL

\$1,676.80
\$17,713.78
\$19,390.58 Subtotal for Dept. Balefill

0287901-IN FUEL
0287899-IN FUEL
0287901-IN FUEL
0287019-IN HYDRAULIC OIL
0287899-IN FUEL

\$16,590.60
\$25,129.53
\$319.60
\$5,411.00
(\$0.01)

CL63519 FUEL

\$47,450.72 Subtotal for Dept. Garage
\$4,696.56
\$4,696.56 Subtotal for Dept. Water
\$71,537.86 Subtotal for Vendor

INSTALLATION & SVC CO

RIN0025257 RETAINAGE 15-01

\$2,791.16
\$2,791.16 Subtotal for Dept. Water
\$2,791.16 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0025255 RETAINAGE 15-01
RIN0025255 STREET REPAIRS

(\$2,791.16)
\$27,911.58
\$25,120.42 Subtotal for Dept. Water
\$25,120.42 Subtotal for Vendor

JIM WETZEL

RIN0025303 TRAVEL REIMBURSEMENT

\$89.35
\$89.35 Subtotal for Dept. Police Grants
\$89.35 Subtotal for Vendor

JOHN PATTERSON

RIN0025253 PHONE

\$83.42
\$83.42 Subtotal for Dept. City Manager
\$83.42 Subtotal for Vendor

JOHNSON CONTROLS CORP.

1-20199841262 CLEANED CONDENSING COILS

\$960.58
\$960.58 Subtotal for Dept. Perpetual Care
\$960.58 Subtotal for Vendor

KNIFE RIVER/JTL

RIN0025323 COMPOST YARD IMPROVEMENTS
RIN0025323 RETAINAGE 13-47

\$163,684.60
(\$16,368.46)
\$147,316.14 Subtotal for Dept. Balefill

Bills and Claims

City of Casper

06-May-15 to 19-May-15

113308 CONCRETE

\$292.50

\$292.50 Subtotal for Dept. Parks

114439 ROAD BASE

\$160.39

\$160.39 Subtotal for Dept. Streets

\$147,769.03 Subtotal for Vendor

KUBWATER RESOURCES, INC

04789 ZETAG 7593 DRY POLYMER

\$9,678.03

\$9,678.03 Subtotal for Dept. Waste Water

\$9,678.03 Subtotal for Vendor

LABOR READY CENTRAL, INC.

19587463 LABOR

\$227.04

19583617 LABOR

\$681.12

19587464 LABOR

\$1,564.45

19578028 LABOR

\$1,305.48

19578029 LABOR

\$1,195.52

19583618 LABOR

\$241.23

19539683 LABOR

\$85.14

\$5,299.98 Subtotal for Dept. Casper Events Center

\$5,299.98 Subtotal for Vendor

LEADERSHIP WY.

RIN0025252 GRADUATION SPONSORSHIP

\$500.00

\$500.00 Subtotal for Dept. City Manager

\$500.00 Subtotal for Vendor

LEAVER, JENNIFER

0024285058 REFUND

\$13.56

\$13.56 Subtotal for Dept. Water

\$13.56 Subtotal for Vendor

LENHART MASON & ASSOC., LLC.

48708 AUDITING SERVICES

\$1,005.00

\$1,005.00 Subtotal for Dept. Finance

\$1,005.00 Subtotal for Vendor

LINA

RIN0025307 INSURANCE PREMIUM

\$303.46

\$303.46 Subtotal for Dept. Health Insurance

\$303.46 Subtotal for Vendor

MANPOWER, INC.

28529540 LABOR

\$1,468.80

28500523 LABOR

\$1,060.80

28554654 LABOR

\$120.00

\$2,649.60 Subtotal for Dept. Balefill

28556225 LABOR

\$271.76

28527933 LABOR

\$656.62

\$928.38 Subtotal for Dept. Casper Events Center

\$3,577.98 Subtotal for Vendor

MC CONSTRUCTION

Bills and Claims

City of Casper

06-May-15 to 19-May-15

RIN0025273 REIMBURSE SEWER SIC

\$427.50

\$427.50 Subtotal for Dept. Sewer

RIN0025273 REIMBURSE 201 SEWER SIC

\$750.00

\$750.00 Subtotal for Dept. Waste Water

\$1,177.50 Subtotal for Vendor

MCMURRY READY MIX CO.

219882 ULTRA FIBER

\$406.00

219934 ULTRA FIBER

\$304.50

219883 ULTRA FIBER

\$290.00

219933 ULTRA FIBER

\$165.75

\$1,166.25 Subtotal for Dept. Parks

219936 ULTRA FIBER

\$303.75

219937 ULTRA FIBER

\$276.25

219996 ULTRA FIBER

\$276.25

219997 ULTRA FIBER

\$276.25

219998 ULTRA FIBER

\$497.25

219935 ULTRA FIBER

\$497.25

219884 ULTRA FIBER

\$698.50

\$2,825.50 Subtotal for Dept. Streets

219938 ULTRA FIBER

\$101.50

\$101.50 Subtotal for Dept. Water

\$4,093.25 Subtotal for Vendor

MEYER, STEVEN

0024285055 REFUND

\$17.63

\$17.63 Subtotal for Dept. Water

\$17.63 Subtotal for Vendor

MITCH BAKER

RIN0025152 TRAVEL REIMBURSEMENT

\$47.00

\$47.00 Subtotal for Dept. Police

\$47.00 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

9767 ETHERNET ACCESS FEES

\$512.50

\$512.50 Subtotal for Dept. Communications Center

\$512.50 Subtotal for Vendor

MPI WAREHOUSE SPECIALTY CO.

1110084-00 DAFT PRESS TANK SOLENOID VALVE

\$209.85

\$209.85 Subtotal for Dept. Waste Water

\$209.85 Subtotal for Vendor

MUNICIPAL CODE CORP.

00254716 MUNI CODE UPDATES

\$8.84

\$8.84 Subtotal for Dept. Casper Events Center

00254716 MUNI CODE UPDATES

\$62.03

\$62.03 Subtotal for Dept. City Attorney

00254716 MUNI CODE UPDATES

\$35.36

\$35.36 Subtotal for Dept. City Manager

Bills and Claims

City of Casper

06-May-15 to 19-May-15

00254716 MUNI CODE UPDATES	\$35.36		
	\$35.36	Subtotal for Dept.	Code Enforcement
00254716 MUNI CODE UPDATES	\$8.84		
	\$8.84	Subtotal for Dept.	Communications Center
00254716 MUNI CODE UPDATES	\$35.36		
	\$35.36	Subtotal for Dept.	Council
00254716 MUNI CODE UPDATES	\$17.68		
	\$17.68	Subtotal for Dept.	Engineering
00254716 MUNI CODE UPDATES	\$17.68		
	\$17.68	Subtotal for Dept.	Municipal Court
00254716 MUNI CODE UPDATES	\$8.84		
	\$8.84	Subtotal for Dept.	Parks
00254716 MUNI CODE UPDATES	\$26.52		
	\$26.52	Subtotal for Dept.	Planning
00254716 MUNI CODE UPDATES	\$44.18		
	\$44.18	Subtotal for Dept.	Police
00254716 MUNI CODE UPDATES	\$8.84		
	\$8.84	Subtotal for Dept.	Refuse Collection
00254716 MUNI CODE UPDATES	\$8.84		
	\$8.84	Subtotal for Dept.	Water
	\$318.37	Subtotal for Vendor	

NATIONAL BENEFIT SERVICES

498234 FSA PLAN ADMIN FEES

\$413.00		
\$413.00	Subtotal for Dept.	Health Insurance
\$413.00	Subtotal for Vendor	

NATL. DEVELOPMENT COUNCIL

5532 TECHNICAL ASSISTANCE

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

NATRONA COUNTY CLERK

RIN0025338 RECORDING

\$358.00		
\$358.00	Subtotal for Dept.	Planning
\$358.00	Subtotal for Vendor	

OHLSON LAVOIE CORPORATION

111381 MIKE SEDAR POOL RESONSTRUCTION
 111296 MIKE SEDAR POOL RESONSTRUCTION
 111387 MIKE SEDAR POOL RESONSTRUCTION

\$1,250.00		
\$3,839.63		
\$8,250.00		
\$13,339.63	Subtotal for Dept.	Aquatics
\$13,339.63	Subtotal for Vendor	

ONE CALL OF WY.

38131 LOCATE TICKETS

 38131 LOCATE TICKETS

\$372.26		
\$372.26	Subtotal for Dept.	Sewer
\$454.99		
\$454.99	Subtotal for Dept.	Water
\$827.25	Subtotal for Vendor	

Bills and Claims

City of Casper

06-May-15 to 19-May-15

P-CARD VENDORS

00027621	ARC SERVICES/TRAINING - Purcha	\$135.00	
00027361	BAILEYS ACE HARDWARE - Purchas	\$70.88	
00027743	NORCO INC - Purchase	\$60.52	
00027607	ARC SERVICES/TRAINING - Purcha	\$385.00	
00027585	CASPER WINNELSON CO - Purchase	\$880.94	
		\$1,532.34	Subtotal for Dept. Aquatics
00027151	AmeriGas - Purchase	\$471.12	
00027687	SAMS CLUB #6425 - Purchase	\$220.50	
00027659	DALLAS KATEC INC - Purchase	\$193.88	
00027521	AIRGAS CENTRAL - Purchase	\$53.91	
00027732	CMI-TECO - Purchase	\$276.40	
00027403	FEDEX 773385398915 - Purchase	\$9.75	
00027681	BAILEYS ACE HARDWARE - Purchas	\$31.02	
00027151	AmeriGas - Purchase	\$202.57	
00027881	FOREMANS QUALITY MACHI - Purch	\$514.04	
00026895	CASPER STAR TRIBUNE - Purchase	\$394.05	
00027687	SAMS CLUB #6425 - Purchase	\$24.44	
00027386	WYOMING STEEL AND RECY - Purch	\$319.20	
00027209	AmeriGas - Purchase	\$618.48	
00027915	SAMSCLUB #6425 - Purchase	\$62.57	
00027133	AIRGAS CENTRAL - Purchase	\$163.43	
00027131	COLORADO ANALYTICAL - Purchase	\$395.00	
00027235	CRUM ELECTRIC SUPPLY C - Purch	\$564.74	
00027916	SAMSCLUB #6430 - Purchase	\$14.90	
00027259	WW GRAINGER - Purchase	\$127.00	
00027619	BAILEYS ACE HARDWARE - Purchas	\$75.42	
00027434	CASPER STAR TRIBUNE - Purchase	\$276.34	
00027346	CPU VENTURE TECH NETWO - Purch	\$819.30	
00026872	CASPER STAR TRIBUNE - Purchase	\$400.71	
00027494	AmeriGas - Purchase	\$529.54	
00027711	BAILEYS ACE HARDWARE - Purchas	\$36.98	
00027883	SAMSCLUB #6425 - Purchase	\$123.14	
00027600	MURDOCH'S RANCH & HOME - Purch	\$17.98	
00027279	IN PEDENS INC. - Purchase	\$232.00	
00027675	AIRGAS CENTRAL - Purchase	\$42.90	
00027545	REXEL 0028 - Purchase	\$542.95	
00027286	IN RECYKLING INDUSTRI - Purch	\$16,348.81	
00027803	BEARING BELTCHAIN00244 - Purch	\$77.46	
00027704	URGENT CARE OF CASPER - Purcha	\$56.00	
00027288	AIRGAS CENTRAL - Purchase	\$85.44	
00027868	ALSCO SLCAS - Purchase	\$251.44	
00027528	SAFETY KLEEN SYSTEMS B - Purch	\$448.00	
00027928	WYOMING STEEL AND RECY - Purch	\$144.60	
00027202	SAFETY KLEEN SYSTEMS B - Purch	\$9,988.97	
00026837	CASPER STAR TRIBUNE - Purchase	\$406.37	
		\$35,561.35	Subtotal for Dept. Balefill
00027356	MENARDS CASPER - Purchase	\$34.79	
00027650	CASPER WINNELSON CO - Purchase	\$105.73	
00027815	HERCULES INDUSTRIES CA - Purch	\$5.58	

Bills and Claims

City of Casper

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00027355	BLOEDORN LUMBER CASPER - Purch	\$12.48
00027695	HERCULES INDUSTRIES CA - Purch	\$7.94
00027799	CASPER WINNELSON CO - Purchase	\$287.31
00027836	SHERWIN WILLIAMS #3439 - Purch	\$8.72
00027608	TETON STEEL - Purchase	\$187.96
00027705	BAILEYS ACE HARDWARE - Purchas	\$3.79
00027448	CASPER WINNELSON CO - Purchase	\$19.60
00027554	THE HOME DEPOT 6001 - Purchase	\$69.00
00027575	BARGREEN WYOMING 25 - Purchase	\$9.55
00027490	THE HOME DEPOT 6001 - Credit	(\$72.45)
00027656	BLOEDORN LUMBER CASPER - Purch	\$95.23
00027351	CRUM ELECTRIC SUPPLY C - Purch	\$149.56
00027358	BAILEYS ACE HARDWARE - Purchas	\$3.49
00027643	DIAMOND VOGEL PAINT #7 - Purch	\$76.25
00027468	MICHAELS FENCE & SUPPL - Purch	\$6.23
00027474	HERCULES INDUSTRIES CA - Purch	\$100.65
00027649	CASPER WINNELSON CO - Purchase	\$47.10
00027636	DIAMOND VOGEL PAINT #7 - Purch	\$7.18
00027419	SHERWIN WILLIAMS #3439 - Purch	\$44.92
00027632	BLOEDORN LUMBER CASPER - Purch	\$11.98
00027626	TETON STEEL - Purchase	\$89.50
00027618	MENARDS CASPER - Purchase	\$15.48
00027418	DIAMOND VOGEL PAINT #7 - Purch	\$80.98
00027788	BLOEDORN LUMBER CASPER - Purch	\$28.78
00027671	SUTHERLANDS 2219 - Purchase	\$150.99
00027584	SQ ATLANTIC ELECTRIC, - Purch	\$78.38
00027572	WOODWORKERS SUPPLY, IN - Purch	\$43.67
00027774	BLOEDORN LUMBER CASPER - Purch	\$6.29
00027652	MENARDS CASPER - Purchase	\$14.74
00027444	GEORGE T SANDERS 20 - Purchase	\$355.01
00027661	HERCULES INDUSTRIES CA - Purch	\$22.20
00027360	MENARDS CASPER - Purchase	\$163.02
00027435	CASPER WINNELSON CO - Purchase	\$138.92
00027770	SUTHERLANDS 2219 - Purchase	\$78.00
00027673	CASPER WINNELSON CO - Purchase	\$91.92
00027610	TETON STEEL - Purchase	\$89.50
00027534	NORCO INC - Purchase	\$28.58
00027364	CRUM ELECTRIC SUPPLY C - Purch	\$39.48
00027755	DENNIS SUPPLY COMPANY - Purcha	\$51.12
00027832	CASPER WINNELSON CO - Purchase	\$3.33
00027533	NORCO INC - Purchase	\$41.80
00027871	SHERWIN WILLIAMS #3439 - Purch	\$11.20
00027505	THE HOME DEPOT 6001 - Purchase	\$72.45
00027497	SHERWIN WILLIAMS #3439 - Purch	\$27.36
00027797	CASPER WINNELSON CO - Purchase	\$8.76
00027331	CRUM ELECTRIC SUPPLY C - Credi	(\$53.72)
00027570	SQ ATLANTIC ELECTRIC, - Purch	\$309.22
00027383	SAMS CLUB #6425 - Purchase	\$51.72
00027379	CASPER WINNELSON CO - Purchase	\$61.29
00027868	ALSCO SLCAS - Purchase	\$179.84

Bills and Claims

City of Casper

06-May-15 to 19-May-15

	\$3,502.40	Subtotal for Dept.	Buildings And Grounds
00027499 Local Match	\$30.30		
00027499 CASPER STAR TRIBUNE - Purchase	\$30.30		
	\$60.60	Subtotal for Dept.	C.A.T.C.
00027577 DON'S MOBILE CARPET I - Purcha	\$1,890.00		
00027461 CASPER STAR TRIBUNE - Purchase	\$462.92		
00027776 CASPER WINNELSON CO - Purchase	\$626.48		
00027071 BEACON ATHLETICS - Purchase	\$467.94		
	\$3,447.34	Subtotal for Dept.	Capital Projects
00027335 QQUEST SOFTWARE SYSTEMS - Purch	\$1,705.00		
00028062 IN UNIQUE INDUSTRIES - Purcha	\$4,148.45		
00027857 WW GRAINGER - Purchase	\$47.98		
00027830 RICOH USA INC - Purchase	\$51.86		
00027762 ATHLETICA/SPORTS SYSTE - Purch	\$10,415.00		
00027547 ALBERTSONS - Purchase	\$37.93		
00027542 WM SUPERCENTER #1617 - Purchas	\$14.93		
00027041 BURBACKS REFRIGERATION - Purch	\$260.00		
00027852 ALSCO SLCAS - Purchase	\$1,301.20		
00027796 QUICK TICK INT'L INC - Purchas	\$157.10		
00027849 IN INDUSTRIAL CRATING - Purch	\$2,678.65		
00027826 Facebook	\$100.34		
00027858 WW GRAINGER - Purchase	\$385.49		
00027826 FACEBOOK KVV9Z7EWR2 - Purchase	\$253.30		
00028022 FINANCIAL SERVICES - Purchase	\$749.00		
00028048 LONG BLDG. TECHNOLOGIE - Purch	\$4,246.00		
00027449 FULLCOMPASS - Purchase	\$59.60		
00027054 BURBACKS REFRIGERATION - Purch	\$360.00		
00025607 WM SUPERCENTER #1617 - Purchas	\$6.04		
00027696 LONG BLDG. TECHNOLOGIE - Purch	\$4,020.00		
00027819 ATLAS OFFICE PRODUCTS - Purcha	\$66.00		
00027639 ATLAS OFFICE PRODUCTS - Purcha	\$123.16		
00027936 NORCO INC - Purchase	\$57.83		
00027119 FLASHINGBLINKYLIGHTS.C - Purch	\$1,581.41		
00027500 SAMSCLUB #6425 - Purchase	\$90.32		
00027676 FULLCOMPASS - Purchase	\$155.80		
00027869 BEST NAME BADGES - Purchase	\$246.70		
	\$33,319.09	Subtotal for Dept.	Casper Events Center
00026988 CPU VENTURE TECH NETWO - Purch	\$105.00		
00027697 TURF MASTER LLC - Purchase	\$630.00		
00027730 CPS DISTRIBUTORS INC C - Purch	\$283.89		
00027602 MURDOCH'S RANCH & HOME - Purch	\$59.98		
	\$1,078.87	Subtotal for Dept.	Cemetery
00028029 ATLAS OFFICE PRODUCTS - Purcha	\$115.55		
00027384 MARRIOTT FISHERMAN WH - Purcha	\$32.00		
00027441 FISHERMANS PIZZERIA - Purchase	\$17.73		
00027510 MARRIOTT FISHERMANS WH - Purch	\$671.79		
00027678 DELTA 00682663392040 - Pur	\$25.00		
00027980 TOP OFFICE PRODUCTS - Purchase	\$161.95		
00027548 CAPURRO'S RESTAURANT - Purchas	\$32.00		

Bills and Claims

City of Casper

06-May-15 to 19-May-15

00027709 CASPER STAR TRIBUNE - Purchase	\$260.00	
00027495 SUPERSHUTTLE EXECUCARS - Purch	\$19.00	
00027708 ATLAS OFFICE PRODUCTS - Purcha	\$65.25	
00027316 DELTA 00682660243753 - Pur	\$25.00	
00026964 THE AMERICAN LAW INSTI - Purch	\$1,189.30	
	\$2,614.57	Subtotal for Dept. City Attorney
00027932 WY COMMUNITY FOUNDATIO - Purch	\$25.00	
00027456 CASPER STAR TRIBUNE - Purchase	\$409.64	
00027744 JERSEY MIKE'S SUBS 400 - Purch	\$65.31	
00027646 ATLAS OFFICE PRODUCTS - Purcha	\$38.10	
00027596 WEST END SINCLAIR - Purchase	\$18.88	
00027375 PILOT 00007641 - Purch	\$40.06	
00027526 MAVERIK CNTRY STRE 3 - Purchas	\$60.74	
	\$657.73	Subtotal for Dept. City Manager
00027846 ATLAS OFFICE PRODUCTS - Purcha	\$184.15	
00028003 USPS 57155809430310940 - Purch	\$312.50	
00027855 IN EXPRESS PRINTING C - Purch	\$49.00	
00027956 ATLAS OFFICE PRODUCTS - Credit	(\$79.85)	
00028045 IN PEDENS INC. - Purchase	\$312.00	
	\$777.80	Subtotal for Dept. Code Enforcement
00027745 AT&T 0512212711001 - Purcha	\$40.60	
00027866 ATLAS OFFICE PRODUCTS - Purcha	\$75.24	
00027660 WAL-MART #1617 - Purchase	\$12.82	
00027828 EXPERIAN - Purchase	\$23.68	
00027717 CHARTER COMM - Purchase	\$150.73	
00027712 IN JOHNSON ROBERTS & - Purcha	\$175.00	
00027742 AT&T 0512212799001 - Purcha	\$14.28	
00027721 PARK RIDGE BEHAVIORAL - Purcha	\$450.00	
00027727 PERSONNEL EVALUATION - Purchas	\$60.00	
00027802 DTV DIRECTV SERVICE - Purchase	\$58.99	
	\$1,061.34	Subtotal for Dept. Communications Center
00027764 KAREN & JIM'S RESTAURA - Purch	\$73.87	
00027609 CASPER STAR TRIBUNE - Purchase	\$956.00	
00027227 DORNS FIRESIDE LOUNGE - Purcha	\$71.45	
00027551 DAYLIGHT DONUTS - Purchase	\$13.58	
00027906 CASPER PETROLEUM CLUB - Purcha	\$324.00	
	\$1,438.90	Subtotal for Dept. Council
00027413 XEROX CORPORATION/RBO - Purcha	\$24.20	
00027460 XEROX CORPORATION/RBO - Purcha	\$115.31	
00027367 CASPER CONTRACTORS SUP - Purch	\$42.72	
00026992 ALBERTSONS #2060 - Purchase	\$52.22	
00026780 ATLAS OFFICE PRODUCTS - Purcha	\$340.99	
00027414 ATLAS OFFICE PRODUCTS - Purcha	\$49.17	
	\$624.61	Subtotal for Dept. Engineering
00026768 COLOMBO FROZEN YOGURT - Purcha	\$9.37	
00026587 avangate reezaa.com - Purchase	\$39.95	
00027614 BEST BUY 00015271 - Purch	\$58.48	
00026888 UNITED 01626050776302 - Pur	\$25.00	
00026790 UNITED 01626049997751 - Pur	\$25.00	

Bills and Claims

City of Casper

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00027507	ATLAS OFFICE PRODUCTS - Purcha	\$4.78	
00026887	HILTON HOTELS OHARE - Purchase	\$370.16	
00027736	ATLAS OFFICE PRODUCTS - Purcha	\$228.01	
00026582	INTERNATIONAL TRANSACTION - Pu	\$0.32	
	\$761.07		Subtotal for Dept. Finance
00027281	CASPER COLLEGE - Purchase	\$442.75	
00027108	KISTLER TENT AWNING - Purchas	\$25.00	
00027380	INDIANA CC CONCESS 007 - Purch	\$10.36	
00027249	CPU VENTURE TECH NETWO - Purch	\$119.00	
00027120	CASPER COLLEGE - Purchase	\$442.75	
00027078	SUTHERLANDS 2219 - Purchase	\$2.40	
00027263	LITTLE CAESARS 1989 00 - Purch	\$41.94	
00027589	AMERICAN SAFETY AS - Purchase	\$323.00	
00027501	BURGER KING #9507 Q07 - Purch	\$7.13	
00027453	CROWN PLZ IND AIRPORT - Purcha	\$27.45	
00027394	CROWN PLZ IND AIRPORT - Purcha	\$13.77	
00027564	ENERGY LABORATORIES, I - Purch	\$100.00	
00027694	THE HOME DEPOT 6001 - Purchase	\$62.98	
00027604	WITMER PUBLIC SAFETY G - Purch	\$650.76	
00027124	CASPER COLLEGE - Purchase	\$761.30	
00026927	UNITED 01626051803412 - Pur	\$25.00	
00026974	SAFE KIDS WORLDWIDE - Purchase	\$50.00	
00026989	SAFE KIDS WORLDWIDE - Purchase	\$50.00	
00027160	CASPER COLLEGE60078573 - Purch	\$15.86	
00027150	CHEYENNE LITTLE AMERIC - Purch	\$182.60	
00026916	DULLES GOURMET MARKET - Purcha	\$13.92	
00027123	2 DOORS DOWN, INC. - Purchase	\$10.49	
00027455	TILTED KILT PUB AND EA - Purch	\$26.95	
00027412	INDIANA CC CONCESS 007 - Purch	\$13.63	
00027587	IAAI - Purchase	\$100.00	
00027531	RAM RESTAURANT INDY - Purchas	\$50.64	
00027086	MCDONALD'S F12500 - Purchase	\$3.28	
00028014	SHELL OIL 57445351703 - Purcha	\$82.13	
00027442	TILTED KILT PUB AND EA - Purch	\$39.49	
00027429	INDIANA CC CONCESS 007 - Purch	\$7.63	
00027666	WM SUPERCENTER #3778 - Purchas	\$39.94	
00027573	UNITED 01626059240212 - Pur	\$120.00	
00027741	PARKWAY PLAZA - Purchase	\$32.67	
00027476	AVIATOR'S BBQ - Purchase	\$30.65	
00027535	QDOBA #83 - Purchase	\$11.54	
00027508	CROWN PLZ IND AIRPORT - Purcha	\$15.04	
00026923	IAAI - Purchase	\$100.00	
00027322	CASPER COLLEGE - Purchase	\$721.05	
00027515	DELTA 00682660779953 - Pur	\$25.00	
00027532	SUNDOWNER STATION - Purchase	\$382.26	
00027775	LOAF N JUG #0105 Q81 - Purch	\$6.98	
00026921	DNC TRAVEL HOSPITA - Purchase	\$10.75	
00027484	GUEST SERVICES-UNITQ68 - Purch	\$342.60	
00027268	WM SUPERCENTER #1457 - Purchas	\$3.98	
00027402	THE TRAILHEAD - Purchase	\$17.05	

Bills and Claims

City of Casper

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00027068 CASPER COLLEGE60078573 - Purch	\$28.30		
00027326 WAL-MART #1457 - Purchase	\$89.08		
00027953 ATLAS OFFICE PRODUCTS - Purcha	\$162.20		
00027544 EXXONMOBIL 47789409 - Purch	\$36.47		
00026855 DOUBLETREE DENVER N FB - Purch	\$19.29		
00027337 PIZZA HUT #1801 - Purchase	\$12.64		
00027388 IN CASPER SAFETY LLC - Purcha	\$738.68		
00027761 HOLIDAY INNS 180 CHEYE - Purch	\$83.00		
00026829 CAFE RIO NORTHGLENN #0 - Purch	\$11.88		
00027496 UNITED 01626058817062 - Pur	\$25.00		
00026897 GUEST SERVICES-UNITQ68 - Purch	\$300.48		
00027862 KUSTOM KONCEPTS LLC - Purchase	\$1,500.00		
00027598 CROWNE PLAZA IND AIRPO - Purch	\$1,384.11		
00027668 ALLPAPS RESPIRATORY - Purchase	\$10.50		
00027408 PIZZA HUT #1801 - Purchase	\$10.34		
00027625 KMART 4736 - Purchase	\$25.76		
00028076 WIND RIVER BREWING COM - Purch	\$17.47		
00027565 CPU VENTURE TECH NETWO - Purch	\$119.00		
00027922 COMPUTER VILLAGE INC - Purchas	\$14,499.00		
00027563 ENERGY LABORATORIES, I - Purch	\$100.00		
00027560 CROWN PLZ IND AIRPORT - Purcha	\$57.04		
00027559 SCOTTYS BREWHOUSE - Purchase	\$41.33		
00027556 TILTED KILT PUB AND EA - Purch	\$16.29		
00027466 UNITED 01626058388651 - Pur	\$25.00		
00027550 CROWN PLZ IND AIRPORT - Purcha	\$67.06		
00027237 A STAR TAXI - Purchase	\$17.00		
00027549 SQ BEE COFFEE ROASTER - Purch	\$13.79		
00027714 EXXONMOBIL 47736855 - Purch	\$48.46		
00027258 NEW BELGIUM HUB Q73 - Purchase	\$22.92		
00027320 CROWN PLZ IND AIRPORT - Purcha	\$101.53		
00027527 WOODY CREEK BAKERY & C - Purch	\$7.45		
00027252 UNITED 01626055577871 - Pur	\$120.00		
00027247 SAFE KIDS WORLDWIDE - Purchase	\$50.00		
00027243 YARD HOUSE 00083600 - Purch	\$43.74		
00027304 CASPER COLLEGE - Purchase	\$841.23		
00027553 GUEST SERVICES-UNITQ68 - Purch	\$342.60		
	\$26,550.36	Subtotal for Dept.	Fire
00027865 MES FIRE - Purchase	\$8,551.00		
00027063 L N CURTIS & SONS - Purchase	\$8,420.00		
	\$16,971.00	Subtotal for Dept.	Fire Dept
00027781 BLOEDORN LUMBER CASPER - Purch	\$149.10		
00027504 HOBBY-LOBBY #0233 - Purchase	\$13.99		
00028037 IN GOEDICKE'S CUSTOM - Purcha	\$414.60		
00027519 ATLAS OFFICE PRODUCTS - Purcha	\$35.41		
00027562 CASTLEBROOK WELDING & - Purcha	\$614.64		
00027410 GOODWILL-CASPER - Purchase	\$5.00		
00027338 PAYPAL FLOKEL - Purchase	\$4.98		
00027582 BAR D SIGNS INC - Purchase	\$72.90		
00027518 OREILLY AUTO 00031559 - Purch	\$21.99		
	\$1,332.61	Subtotal for Dept.	Fort Caspar

Bills and Claims

City of Casper

06-May-15 to 19-May-15

00027345 WW GRAINGER - Purchase	\$35.01	
00027399 MICHAELS FENCE & SUPPL - Purch	\$31.48	
	\$66.49	Subtotal for Dept. Garage
00027657 WW GRAINGER - Purchase	\$156.40	
00027899 BARGREEN WYOMING 25 - Purchase	\$242.78	
00027488 MIDLAND IMPLEMENT CO - Purchas	\$1,379.15	
00027493 R & R REST STOPS - Purchase	\$755.13	
00027890 PIONEER SAND COMPANY - Purchas	\$2,723.78	
00027617 NORCO INC - Purchase	\$129.98	
00027381 MOUNTAIN STATES LITHOG - Purch	\$165.45	
00027578 BARGREEN WYOMING 25 - Purchase	\$147.45	
00027923 PIONEER SAND COMPANY - Purchas	\$1,528.93	
00027997 PIONEER SAND COMPANY - Purchas	\$1,594.48	
00027720 CHARTER COMM - Purchase	\$134.73	
00027629 SUTHERLANDS 2219 - Purchase	\$9.98	
00027826 Facebook	\$92.65	
	\$9,060.89	Subtotal for Dept. Golf Course
00027264 IN PEDENS INC. - Purchase	\$6.00	
	\$6.00	Subtotal for Dept. Health Insurance
00027421 ROCKY MOUNTAIN LIFT AS - Purch	\$450.00	
00025505 BOUND TREE MEDICAL LLC - Purch	\$38.01	
00027483 THE HOME DEPOT 6001 - Purchase	\$53.88	
00027481 NORCO INC - Purchase	\$79.03	
00027569 SQ ATLANTIC ELECTRIC, - Purch	\$225.00	
00027579 AIRGAS CENTRAL - Purchase	\$52.10	
	\$898.02	Subtotal for Dept. Hogadon
00027641 ATLAS OFFICE PRODUCTS - Purcha	\$16.92	
00027325 ADOBE PS CREATIVE CLD - Purch	\$31.49	
00027620 IN PEDENS INC. - Purchase	\$60.00	
00027275 ATLAS OFFICE PRODUCTS - Purcha	\$107.83	
	\$216.24	Subtotal for Dept. Human Resources
00027795 SAMS CLUB #6425 - Purchase	\$73.80	
00027125 FARMER BROS CO - Purchase	\$257.96	
00027370 UNITED 01624468890273 - Pur	\$536.70	
00027841 ATLAS OFFICE PRODUCTS - Purcha	\$17.38	
00027524 SAMS INTERNET - Purchase	\$90.00	
00027254 INTERNATIONAL TRANSACTION - Pu	\$4.36	
00027682 AMAZON MKTPLACE PMTS - Purchas	\$6.37	
00027792 BAILEYS ACE HARDWARE - Purchas	\$12.99	
00027633 ARC SERVICES/TRAINING - Purcha	\$27.00	
00027623 AMAZON MKTPLACE PMTS - Purchas	\$14.49	
00027256 JET ICE LTD - Purchase	\$545.07	
	\$1,586.12	Subtotal for Dept. Ice Arena
00027597 CPU VENTURE TECH NETWO - Purch	\$59.99	
	\$59.99	Subtotal for Dept. Information Services
00027136 OFFICEMAX/OFFICEDEPOT6 - Credi	(\$121.75)	
00027482 CHICK-FIL-A #00820 - Purchase	\$18.73	
00027503 CHICK-FIL-A #00820 - Purchase	\$3.52	
00027513 COCA COLA BOTTLING CO - Purcha	\$50.75	

Bills and Claims

City of Casper

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00027530	USPS 57155809430310940 - Purch	\$10.20	
00027446	USPS 12204603828506194 - Purch	\$202.49	
00027096	OFFICEMAX/OFFICEDEPOT6 - Purch	\$115.95	
00027672	DECKER AUTO GLASS - Purchase	\$20.45	
00027525	0970 CED - Purchase	\$20.54	
00027516	0970 CED - Purchase	\$19.74	
00027398	BAILEYS ACE HARDWARE - Purchas	\$22.18	
00027863	CLAIM ADJ/CHICK-FIL-A #00 - Cr	(\$18.73)	
00027773	LITTLE CAESARS 1989 00 - Purch	\$92.03	
00027833	CLAIM ADJ/USPS 1220460382 - Cr	(\$202.49)	
00027873	CLAIM ADJ/CHICK-FIL-A #00 - Cr	(\$3.52)	
00027472	CHICK-FIL-A #00820 - Purchase	\$19.14	
00027095	OFFICEMAX/OFFICEDEPOT6 - Purch	\$121.75	
00027856	CLAIM ADJ/CHICK-FIL-A #00 - Cr	(\$19.14)	
00027350	WAL-MART #1617 - Purchase	\$103.35	
	\$455.19 Subtotal for Dept.		Metro Animal
00027492	CASPER STAR TRIBUNE - Purchase	\$47.51	
00027492	Local Match	\$4.99	
	\$52.50 Subtotal for Dept.		Metropolitan Planning
00027440	ATLAS OFFICE PRODUCTS - Purcha	\$73.96	
	\$73.96 Subtotal for Dept.		Municipal Court
00027746	PACIFIC HIDE AND FUR # - Purch	\$134.98	
00027161	WW GRAINGER - Purchase	\$43.15	
00027840	PRAIRIE PELLA WYOMING - Purcha	\$3,313.00	
00027651	BLOEDORN LUMBER CASPER - Purch	\$31.20	
00027401	THE HOME DEPOT 6001 - Purchase	\$107.82	
00027859	BLOEDORN LUMBER CASPER - Purch	\$28.56	
00027722	GEORGE T SANDERS 20 - Purchase	\$594.26	
00026269	NETWORK FLEET. INC. - Purchase	\$53.85	
00027147	BAILEYS ACE HARDWARE - Purchas	\$7.78	
00027769	CPS DISTRIBUTORS INC C - Purch	\$6.26	
00027465	MICHAELS FENCE & SUPPL - Purch	\$659.43	
00027798	CPS DISTRIBUTORS INC C - Purch	\$173.24	
00027129	WW GRAINGER - Purchase	\$50.15	
00027880	CASPER CONTRACTORS SUP - Purch	\$164.69	
00027605	SUTHERLANDS 2219 - Purchase	\$717.60	
00027166	CPS DISTRIBUTORS INC C - Purch	\$18.30	
00026839	THE HOME DEPOT 6001 - Purchase	\$18.00	
00027710	BLOEDORN LUMBER CASPER - Purch	\$38.07	
00027517	CASPER CONTRACTORS SUP - Purch	\$15.92	
00027404	CASPER CONTRACTORS SUP - Purch	\$44.40	
00027118	CASPER CONTRACTORS SUP - Purch	\$26.79	
00026995	BAILEYS ACE HARDWARE - Purchas	\$9.98	
00027029	STAPLES 00114181 - Purch	\$24.28	
00027653	CASPER CONTRACTORS SUP - Purch	\$149.90	
00026776	MENARDS CASPER - Purchase	\$35.58	
00027188	NORCO INC - Purchase	\$46.06	
00026804	MENARDS CASPER - Purchase	\$46.96	
00027397	CPS DISTRIBUTORS INC C - Purch	\$41.60	
00027835	BAILEYS ACE HARDWARE - Purchas	\$9.16	

Bills and Claims

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00027223	BUDGET RENTACARTOLL - Purchase	\$17.14	
00027667	BAILEYS ACE HARDWARE - Purchas	\$55.96	
00027116	THE HOME DEPOT 6001 - Purchase	\$58.36	
00027362	BAILEYS ACE HARDWARE - Purchas	\$8.49	
00027561	CPS DISTRIBUTORS INC C - Purch	\$205.57	
00027333	BLOEDORN LUMBER CASPER - Purch	\$27.32	
00026901	SQ ATLANTIC ELECTRIC, - Purch	\$190.22	
00027845	BAILEYS ACE HARDWARE - Purchas	\$128.44	
00027339	MURDOCH'S RANCH & HOME - Purch	\$64.98	
00027426	ATLAS OFFICE PRODUCTS - Purcha	\$5.89	
00027854	CPS DISTRIBUTORS INC C - Purch	\$418.24	
00026760	NORCO INC - Purchase	\$64.98	
00027591	CPS DISTRIBUTORS INC C - Purch	\$97.02	
00027306	MICHAELS FENCE & SUPPL - Purch	\$575.05	
00027156	R & R REST STOPS - Purchase	\$3,374.12	
		\$11,902.75	Subtotal for Dept. Parks
00026841	INTL SOC ARBORICULTURE - Purch	\$55.00	
00027245	JOHNNY APPLESEED, INC. - Purch	\$970.00	
00027260	JOHNNY APPLESEED, INC. - Purch	\$842.50	
00027423	GALLES GRNHS & HEPP LN - Purch	\$1,220.00	
		\$3,087.50	Subtotal for Dept. Perpetual Care
00027786	QUALITY OFFICE SOLUTIO - Purch	\$23.18	
00027088	DELTA 00682653480003 - Pur	\$25.00	
00027253	ROCCOS - Purchase	\$38.00	
00027343	DELTA 00682662289492 - Pur	\$25.00	
00027284	PIKE PLACE CHOWDER - Purchase	\$20.00	
00027226	LA CREPERIE VOILA - Purchase	\$10.97	
00027970	CASPER STAR TRIBUNE - Purchase	\$112.16	
00027452	SHERATON SEATTLE HOTEL - Purch	\$1,361.25	
00027925	APA MEMBERSHIPS AND SU - Purch	\$349.00	
00027463	OFFICEMAX/OFFICEDEPOT6 - Purch	\$11.54	
00027458	THREE GIRLS BAKERY - Purchase	\$5.00	
00027307	MARKET GRILL - Purchase	\$19.01	
00027407	SHERATON SEATTLE HOTEL - Purch	\$4.38	
00027199	AMBI MAIL AND MARKETIN - Purch	\$7.35	
00027459	KOBO - Purchase	\$7.65	
00027914	SAMSCLUB #6425 - Purchase	\$158.56	
00027229	SQ TOUGO COFFEE - Purchase	\$7.25	
00027132	MCMENAMINS SIX ARMS PU - Purch	\$19.97	
00028003	USPS 57155809430310940 - Purch	\$219.00	
00027637	CASPER STAR TRIBUNE - Purchase	\$60.60	
00027635	CASPER STAR TRIBUNE - Purchase	\$30.55	
00027369	LA CREPERIE VOILA - Purchase	\$9.00	
00027152	DELTA 00682659661106 - Pur	\$25.00	
00027645	CASPER STAR TRIBUNE - Purchase	\$114.25	
00027642	QUALITY OFFICE SOLUTIO - Purch	\$99.75	
00027786	QUALITY OFFICE SOLUTIO - Purch	\$8.79	
00027703	SUBWAY 03116324 - Purch	\$45.20	
		\$2,817.41	Subtotal for Dept. Planning
00027674	DECKER AUTO GLASS - Purchase	\$290.41	

Bills and Claims

City of Casper

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00027885	QUALITY OFFICE SOLUTIO - Purch	\$69.06
00027763	ATLAS OFFICE PRODUCTS - Purcha	\$344.16
00027766	INTERSTATE ALL BATTERY - Purch	\$149.70
00027740	MAD TRANS. & TOWING - Purchase	\$90.00
00027725	HARTZ E&F TOWING & REC - Purch	\$655.00
00027324	HARTZ E&F TOWING & REC - Purch	\$80.00
00026475	WAL-MART #3566 - Purchase	\$29.10
00027537	SHORT STOP #8 - Purchase	\$16.95
00026928	IN PEDENS INC. - Purchase	\$15.00
00027167	MAVERIK #293 - Purchase	\$18.97
00027728	GAL UNIFORM&EQUIPMENT - Purcha	\$1,599.34
00027749	ENTENMANN-ROVIN COMPAN - Purch	\$143.75
00027727	PERSONNEL EVALUATION - Purchas	\$20.00
00027486	CAMP GUERNSEY - Purchase	\$221.00
00027782	IN EXPRESS PRINTING C - Purch	\$1,866.00
00027811	POCKETPRESS - Purchase	\$107.88
00027824	QUALITY OFFICE SOLUTIO - Purch	\$174.99
00027244	SHORT STOP #8 - Purchase	\$18.89
00027800	FEDEX 94240794 - Purchase	\$128.69
00027201	JUSTICE CENTER GARAGE - Purcha	\$12.00
00027319	SIRCHIE FINGER PRINT L - Purch	\$611.89
00027454	ATLAS OFFICE PRODUCTS - Purcha	\$195.65
00027539	WAKEENEY 24 7 73010035 - Purch	\$30.30
00027422	SHORT STOP #8 - Purchase	\$10.69
00027719	ENTENMANN-ROVIN COMPAN - Purch	\$921.65
00027718	CASPER STAR TRIBUNE - Purchase	\$880.00
00026083	HOLIDAY INN - Purchase	\$445.24
00027721	PARK RIDGE BEHAVIORAL - Purcha	\$500.00
00027723	SQ IMPACT PAINTLESS D - Purch	\$325.00
00027901	GREINER MOTOR COMPANY - Purcha	\$100.74
00027348	SHORT STOP #8 - Purchase	\$26.18
00026908	CORNER STORE 1186 - Purchase	\$26.48
00027748	JERSEY MIKE'S SUBS 400 - Purch	\$39.00
00027702	SQ IMPACT PAINTLESS D - Purch	\$225.00
00027700	WENDY'S 6704 - Purchase	\$16.43
00027699	ATLAS REPRODUCTION - Purchase	\$81.12
00026909	JUSTICE CENTER GARAGE - Purcha	\$12.00
00027520	CHARTER COMM - Purchase	\$52.14
00027758	R & R REST STOPS - Purchase	\$138.92
00027502	LOAF N JUG #0105 Q81 - Purch	\$23.70
00027750	RICOH USA, INC - Purchase	\$751.23
00027716	BACK DEFENSE SYSTEMS I - Purch	\$209.80
00027908	NORCO INC - Purchase	\$60.27
00027158	CASPER POLICE DEPARTME - Purch	\$150.00
00027574	LOAF N JUG #0105 Q81 - Purch	\$26.58
00027814	ULTRA MAX - Purchase	\$1,438.49
00027817	ATLAS OFFICE PRODUCTS - Purcha	\$213.60
00027816	ULINE SHIP SUPPLIES - Purcha	\$156.78
00027174	C-STATION - Purchase	\$34.88
00027180	SAMS CLUB #6425 - Purchase	\$67.86

Bills and Claims

City of Casper

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00027541	SAPP BROS SIDNEY - Purchase	\$15.78	
00027248	PIZZA HUT #240 - Purchase	\$62.95	
00027794	KMART 4736 - Purchase	\$4.47	
00027540	MAVERIK #293 - Purchase	\$11.88	
00025753	EXXONMOBIL 47736855 - Purch	\$25.47	
00027791	THE RADAR SHOP - Purchase	\$627.10	
00027807	NOLAND FEED INC. - Purchase	\$86.80	
00027143	867 HOLIDAY INN DENVER - Purch	\$757.13	
00027789	HARTZ E&F TOWING & REC - Purch	\$80.00	
00027538	AMTEX SECURITY - Purchase	\$322.75	
00026967	JUSTICE CENTER GARAGE - Purcha	\$12.00	
00027222	BARGREEN WYOMING 25 - Purchase	\$14.40	
00027214	LOAF N JUG #0119 Q81 - Purch	\$24.80	
00027231	CENEX GRAINLAN09877507 - Purch	\$17.95	
00026142	NOLAND FEED INC. - Purchase	\$86.80	
00027606	<u>WWW.NEWEGG.COM</u> - Purchase	\$840.71	
00027812	ATLAS OFFICE PRODUCTS - Purcha	\$202.86	
00027105	JUSTICE CENTER GARAGE - Purcha	\$12.00	
		\$17,028.36	Subtotal for Dept. Police
00027724	MOUNTAIN STATES LITHOG - Purch	\$1,084.65	
00027738	FIRSTDATA COMMERCIAL S - Purch	\$61.96	
		\$1,146.61	Subtotal for Dept. Police Grants
00027737	THE HOME DEPOT 6001 - Purchase	\$2.23	
00028000	URGENT CARE OF CASPER - Purcha	\$802.00	
00027701	WEAR PARTS INC - Purchase	\$10.12	
00027831	N. PLATTE PHYSICAL THE - Purch	\$390.00	
00027275	ATLAS OFFICE PRODUCTS - Purcha	\$70.43	
00027692	WATERWORKS INDUSTRIES - Purcha	\$116.90	
00027250	GEOTEC INDUSTRIAL SUPP - Purch	\$469.00	
00027439	BAILEYS ACE HARDWARE - Purchas	\$23.94	
		\$1,884.62	Subtotal for Dept. Property & Liability Insurance
00027529	SAMS CLUB #6425 - Purchase	\$35.25	
00027948	SAMSCLUB #6425 - Purchase	\$71.76	
00027524	SAMS INTERNET - Purchase	\$45.00	
00027603	SQ ADAM ROUMELL DBA S - Purch	\$238.00	
00027352	CHAMPION FITNESS - Purchase	\$375.00	
00027524	SAMS INTERNET - Purchase	\$55.00	
00027491	WW GRAINGER - Purchase	\$39.60	
00027293	REVOLUTION DANCEWEAR - Purchas	\$189.95	
00027571	USPS 57155804730311021 - Purch	\$7.70	
00027524	SAMS INTERNET - Purchase	\$90.00	
00027948	SAMSCLUB #6425 - Purchase	\$38.65	
00027809	ALBERTSONS - Purchase	\$17.86	
00027215	NATIONAL RECREATION & - Purcha	\$600.00	
00027469	PCI PATTERSON MEDICAL - Purcha	\$449.50	
00027633	ARC SERVICES/TRAINING - Purcha	\$27.00	
00027471	WW GRAINGER - Purchase	\$103.08	
00027768	PIONEER PRINTING - Purchase	\$3,936.72	
00027473	ID EDGE INC - Purchase	\$247.05	
00027076	HILTON ADVANCE PURCHAS - Purch	\$325.64	

Bills and Claims

City of Casper

06-May-15 to 19-May-15

00027045 TUXEDOSONLINE.COM - Purchase	\$33.94	
	\$6,926.70	Subtotal for Dept. Recreation
00027427 MENARDS 3243 CASPER	(\$0.35)	
00027270 MENARDS CASPER - Purchase	\$29.22	
00027514 HARBOR FREIGHT TOOLS 3 - Purch	\$41.87	
00027868 ALSCO SLCAS - Purchase	\$149.94	
00027192 BAILEYS ACE HARDWARE - Purchas	\$22.98	
00027485 MURDOCH'S RANCH & HOME - Purch	\$14.49	
00027318 MENARDS CASPER - Purchase	\$7.34	
00026269 NETWORK FLEET. INC. - Purchase	\$674.70	
00027878 OREILLY AUTO 00027466 - Purch	\$14.99	
00026689 STAPLES 00114181 - Purch	\$16.28	
00027921 WYOMING STEEL AND RECY - Purch	\$6,471.60	
00027883 SAMSCLUB #6425 - Purchase	\$123.14	
00027133 AIRGAS CENTRAL - Purchase	\$163.43	
00027767 SUTHERLANDS 2219 - Purchase	\$184.74	
	\$7,914.37	Subtotal for Dept. Refuse Collection
00027689 HOSE & RUBBER SUPPLY - Purchas	\$2.94	
00027747 CASPER CONTRACTORS SUP - Purch	\$19.51	
00027751 ATLAS OFFICE PRODUCTS - Purcha	\$68.15	
00027665 ATLAS OFFICE PRODUCTS - Purcha	\$362.88	
00026269 NETWORK FLEET. INC. - Purchase	\$25.95	
00027760 BEARING BELTCHAIN00244 - Purch	\$2.54	
00027392 ALBERTSONS - Purchase	\$10.18	
00027576 BAILEYS ACE HARDWARE - Purchas	\$6.49	
00026799 MONTPELIER BROADCASTIN - Purch	\$240.00	
00027283 EPASALES - Purchase	\$1,721.16	
00027219 TOWNSQ MEDIA CASPER - Purchase	\$300.00	
	\$2,759.80	Subtotal for Dept. Sewer
00026762 BEST BUY 00015271 - Purch	\$652.02	
	\$652.02	Subtotal for Dept. Special Assistance
00026900 CASPER CONTRACTORS SUP - Purch	\$3,800.00	
00027238 CASPER CONTRACTORS SUP - Purch	\$89.90	
00027330 WEAR PARTS INC - Purchase	\$54.75	
00027593 HP DIRECT-PUBLICSECTOR - Purch	\$149.00	
00027662 OREILLY AUTO 00027466 - Purch	\$14.69	
00027664 CRETEX CONCRETE PRODUC - Purch	\$12,134.40	
00027583 HP DIRECT-PUBLICSECTOR - Purch	\$968.28	
00026689 Staples 00114181-Purchase	\$8.58	
00027415 CASPER STAR TRIBUNE - Purchase	\$396.40	
00027276 CRETEX CONCRETE PRODUC - Purch	\$867.00	
00027438 AGP PROPANE SERVICES - Purchas	\$553.59	
00027175 THE HOME DEPOT 6001 - Purchase	\$17.82	
00027280 MURDOCH'S RANCH & HOME - Purch	\$42.99	
00026269 NETWORK FLEET. INC. - Purchase	\$622.80	
00027426 ATLAS OFFICE PRODUCTS - Purcha	\$5.90	
	\$19,726.10	Subtotal for Dept. Streets
00026269 NETWORK FLEET. INC. - Purchase	\$155.70	
00026950 CPU VENTURE TECH NETWO - Purch	\$89.99	

Bills and Claims

City of Casper

06-May-15 to 19-May-15

00027805	INTERNATIONAL MUNICIPA - Purch	\$400.00	
00027389	CASTLEBROOK WELDING & - Purcha	\$300.00	
00027487	FLEMING SUPPLY - Purchase	\$41.70	
00027470	AMBI MAIL AND MARKETIN - Purch	\$5.94	
00027670	PP ROCKYMOUNTA - Purchase	\$100.00	
		\$1,093.33	Subtotal for Dept. Traffic
00027332	BAILEYS ACE HARDWARE - Purchas	\$19.47	
00027867	DEWITT WATER - Purchase	\$50.00	
00027581	CASPER WINNELSON CO - Purchase	\$105.86	
00027425	HACH COMPANY - Purchase	\$336.23	
00027257	WW GRAINGER - Purchase	\$200.76	
00027612	BAILEYS ACE HARDWARE - Purchas	\$19.47	
00027334	TFS FISHER SCI CHI - Purchase	\$294.61	
00027416	WEAR PARTS INC - Purchase	\$19.74	
00027861	FERGUSON ENT#1701 - Purchase	\$430.05	
00027391	ENERGY LABORATORIES, I - Purch	\$54.00	
00027232	HAJOCA KEENAN SUPP 25 - Purcha	\$216.47	
00027317	BEARING BELTCHAIN00244 - Purch	\$62.36	
00027373	ALBERTSONS - Purchase	\$17.98	
00027219	TOWNSQ MEDIA CASPER - Purchase	\$300.00	
00027230	WATERWORKS INDUSTRIES - Purcha	\$430.05	
00027753	MICHAELSFENCE&SUPPLYIN - Purch	\$9.82	
00027242	KNIFE RIVER 5701 - Purchase	\$1,037.25	
00027246	HOSE & RUBBER SUPPLY - Purchas	\$1,109.05	
00027233	KNIFE RIVER 5701 - Purchase	\$759.25	
00027772	BEARING BELTCHAIN00244 - Purch	\$2.54	
00027523	NORCO INC - Purchase	\$145.00	
00027654	ATLAS OFFICE PRODUCTS - Purcha	\$416.89	
00027658	BAILEYS ACE HARDWARE - Purchas	\$37.99	
00026799	MONTPELIER BROADCASTIN - Purch	\$240.00	
00027757	AMBIENTE H2O INC - Purchase	\$1,482.35	
00027843	ROTO ROOTER - Purchase	\$286.75	
00027677	BARGREEN WYOMING 25 - Purchase	\$138.99	
00027679	NORCO INC - Purchase	\$211.07	
00027834	HAJOCA KEENAN SUPP 25 - Purcha	\$887.08	
00027566	BLOEDORN LUMBER CASPER - Purch	\$88.07	
00027568	HOSE & RUBBER SUPPLY - Purchas	\$44.81	
00027437	TFS FISHER SCI CHI - Purchase	\$35.84	
00027896	PEREGRINE LEADERSHIP I - Purch	\$120.00	
00027377	INTERNATIONAL COMPLIAN - Purch	\$53.88	
00027926	ALSCO SLCAS - Purchase	\$622.71	
00027842	CASPER WINNELSON CO - Purchase	\$31.20	
00027891	WEAR PARTS INC - Purchase	\$15.76	
00027489	WW GRAINGER - Purchase	\$90.00	
00027907	CENTRAL TRUCK & DIESEL - Purch	\$272.86	
00027911	FERGUSON ENT #3069 - Purchase	\$45.77	
00027913	FERGUSON ENT #3069 - Purchase	\$14.42	
00027918	BARGREEN WYOMING 25 - Purchase	\$260.00	
00027305	STOTZ EQUIPMENT - Purchase	\$203.74	
		\$11,220.14	Subtotal for Dept. Waste Water

Bills and Claims

City of Casper

06-May-15 to 19-May-15

00027073 POLLARDWATER.COM #332 - Purch	\$733.40	
00027783 ENERGY LABORATORIES, I - Purch	\$40.00	
00027206 ENERGY LABORATORIES, I - Purch	\$340.00	
00027509 ENERGY LABORATORIES, I - Purch	\$60.00	
00027733 DANA KEPNER CO. - Purchase	\$329.52	
00027850 CASPER CONTRACTORS SUP - Purch	\$40.09	
00027181 HOMAX OIL SALES INC - Credit	(\$212.10)	
00027634 WATERWORKS INDUSTRIES - Purcha	\$546.00	
00027342 HOSE & RUBBER SUPPLY - Purchas	\$17.21	
00027729 DANA KEPNER COMPANY/HD - Credi	(\$28.65)	
00027431 SUTHERLANDS 2219 - Purchase	\$20.97	
00027663 ENERGY LABORATORIES, I - Purch	\$414.25	
00027189 CASPER CONTRACTORS SUP - Purch	\$29.86	
00027522 LEES GLASS DC - Purchase	\$21.84	
00027184 BEARING BELTCHAIN00244 - Purch	\$14.27	
00027825 FLEETPRIDE 893 - Purchase	\$32.38	
00027464 ENERGY LABORATORIES, I - Purch	\$340.00	
00027163 IN GREAT PLAINS CLEAN - Purch	\$50.58	
00027153 SUTHERLANDS 2219 - Purchase	\$2.29	
00027165 HOSE & RUBBER SUPPLY - Purchas	\$213.44	
00027771 CASPER CONTRACTORS SUP - Purch	\$211.20	
00027417 DANA KEPNER CO. - Purchase	\$990.63	
00027580 CASPER CONTRACTORS SUP - Purch	\$299.04	
00027144 HOLIDAY INN EXPRESS LA - Purch	\$90.47	
00027567 IN GREAT PLAINS CLEAN - Purch	\$40.28	
00027432 DANA KEPNER CO. - Purchase	\$388.00	
00027093 GANNETT GRILL LANDER B - Purch	\$27.60	
00027436 ATLAS OFFICE PRODUCTS - Purcha	\$416.89	
00027759 SUTHERLANDS 2219 - Purchase	\$17.19	
00027104 SUTHERLANDS 2219 - Purchase	\$22.32	
00027114 BEARING BELTCHAIN00244 - Purch	\$17.49	
00027475 ENERGY LABORATORIES, I - Purch	\$340.00	
00027176 BAILEYS ACE HARDWARE - Purchas	\$7.17	
00027586 CPS DISTRIBUTORS INC C - Purch	\$39.37	
00027628 ATLAS OFFICE PRODUCTS - Credit	(\$416.89)	
00027365 UNION WIRELESS - Purchase	\$129.97	
00027186 GANNETT GRILL LANDER B - Purch	\$13.29	
00027613 IN GREAT PLAINS CLEAN - Purch	\$22.11	
00027860 ALSCO SLCAS - Purchase	\$597.75	
00026269 NETWORK FLEET. INC. - Purchase	\$103.80	
00027706 WATERWORKS INDUSTRIES - Purcha	\$56.27	
00027182 HOMAX OIL SALES INC - Purchase	\$282.80	
	\$6,702.10	Subtotal for Dept. Water
00027122 ENERGY LABORATORIES - Purchase	\$225.00	
00027282 ALBERTSONS #2060 - Purchase	\$64.72	
00026603 WW GRAINGER - Purchase	\$225.69	
00027262 ENERGY LABORATORIES - Purchase	\$225.00	
00027477 CRUM ELECTRIC SUPPLY C - Purch	\$137.71	
00027139 WW GRAINGER - Purchase	\$401.37	
00027433 ENERGY LABORATORIES - Purchase	\$2,522.00	

Bills and Claims

City of Casper

06-May-15 to 19-May-15

00027291 ALBERTSONS #2060 - Purchase	\$4.48	
00027321 FERGUSON ENT #3069 - Purchase	\$4.91	
00027290 WW GRAINGER - Purchase	\$427.20	
00027558 THE UPS STORE 2200 - Purchase	\$290.63	
00027870 ALSCO SLCAS - Purchase	\$181.60	
00027506 WW GRAINGER - Purchase	\$28.30	
00027300 PIZZA HUT #240 - Purchase	\$64.45	
00027690 GREINER MOTOR COMPANY - Purcha	\$261.84	
00027457 ENERGY LABORATORIES - Purchase	\$225.00	
00027823 FEDEX 94237753 - Purchase	\$35.81	
00026856 ALBERTSONS #2060 - Purchase	\$50.63	
00026955 AGP PROPANE SERVICES - Purchas	\$27.74	
00027546 RADIOSHACK COR00186973 - Purch	\$10.47	
00027784 COASTAL CHEMICAL CO LL - Purch	\$226.03	
00027411 ENERGY LABORATORIES - Purchase	\$20.00	
00027739 CASPER AREA CHAMBER OF - Purch	\$300.00	
	\$5,960.58	Subtotal for Dept. Water Treatment Plant
00027203 WW GRAINGER - Purchase	\$122.07	
00027312 GREINER BUICK GMC CADI - Purch	\$122.09	
00027405 INDUSTRIAL DISTRIBU - Purchase	\$107.94	
00027177 BAILEYS ACE HARDWARE - Purchas	\$14.98	
00026893 VAN DIEST SUPPLY COMPA - Purch	\$2,660.18	
00026959 WESTCO - Purchase	\$123.36	
00027303 HOSE & RUBBER SUPPLY - Purchas	\$53.32	
00027467 WW GRAINGER - Purchase	\$35.98	
	\$3,239.92	Subtotal for Dept. Weed And Pest
	\$247,829.69	Subtotal for Vendor

PEAKS TO PLAINS DESIGN, P.C.

1299 CY & POPLAR ST. INTERSECTION	\$750.00	
1300 AMENDMENT NO 1 - I25/SHOSHONI	\$2,245.11	
	\$2,995.11	Subtotal for Dept. Parks
	\$2,995.11	Subtotal for Vendor

PEPSI COLA OF CASPER

1719 PRODUCT	\$269.80	
1715 WATER	\$12.80	
	\$282.60	Subtotal for Dept. Ice Arena
	\$282.60	Subtotal for Vendor

PETERBILT OF WY.

ALP208119 NEW 2014 ARTIC CAT 500 W/WINCH	\$6,489.00	
	\$6,489.00	Subtotal for Dept. Balefill
	\$6,489.00	Subtotal for Vendor

RESOURCE STAFFING

4602 LABOR	\$519.04	
4612 LABOR	\$338.37	
4636 LABOR	\$190.53	
	\$1,047.94	Subtotal for Dept. Casper Events Center
	\$1,047.94	Subtotal for Vendor

Bills and Claims

City of Casper

06-May-15 to 19-May-15

RICHARD "ZAK" SZEKELY

RIN0025233 COURT APPOINTED ATTORNEY

\$350.00

\$350.00 Subtotal for Dept. Municipal Court

\$350.00 Subtotal for Vendor

ROCKY MOUNTAIN POWER

RIN0025204 ELECTRICITY-WELLS

RIN0025204 ELECTRICITY-BSTS, TANKS

\$39,557.57

\$7,661.04

\$47,218.61 Subtotal for Dept. Water Treatment Plant

\$47,218.61 Subtotal for Vendor

ROTARY CLUB OF CASPER

2661 DUES & MEALS JP

\$651.00

\$651.00 Subtotal for Dept. City Manager

\$651.00 Subtotal for Vendor

ROWE, MICHELLE

0024238099 REFUND

\$17.39

\$17.39 Subtotal for Dept. Water

\$17.39 Subtotal for Vendor

RYAN DABNEY

RIN0025301 TRAVEL REIMBURSEMENT

\$47.00

\$47.00 Subtotal for Dept. Police

\$47.00 Subtotal for Vendor

SAM DUNNUCK

87 CLOTHING REIMBURSEMENT

\$89.92

\$89.92 Subtotal for Dept. Police

\$89.92 Subtotal for Vendor

SAM PARSON'S UPHOLSTERY

673284 REUPHOLSTER SEAT

\$88.26

\$88.26 Subtotal for Dept. Garage

\$88.26 Subtotal for Vendor

SCOTT, CHRIS

0024285057 REFUND

\$25.95

\$25.95 Subtotal for Dept. Water

\$25.95 Subtotal for Vendor

SHAEFFER, ROSS

0024285050 REFUND

\$23.99

0024285050 REFUND

\$50.00

0024285050 REFUND

\$50.00

\$123.99 Subtotal for Dept. Water

\$123.99 Subtotal for Vendor

SHANE CHANEY

RIN0025300 TRAVEL REIMBURSEMENT

\$24.67

\$24.67 Subtotal for Dept. Police

\$24.67 Subtotal for Vendor

Bills and Claims

City of Casper

06-May-15 to 19-May-15

SOURCE GAS DIST. LLC

207408041217 NATURAL GAS

\$231.01

\$231.01 Subtotal for Dept. Aquatics

207408041309 NATURAL GAS

\$260.34

207408041308 NATURAL GAS

\$1,981.24

\$2,241.58 Subtotal for Dept. Balefill

201269824944 NATURAL GAS

\$4,877.82

\$4,877.82 Subtotal for Dept. Water Treatment Plant

\$7,350.41 Subtotal for Vendor

STAR LINE FEEDS

232825 DOG & CAT FOOD

\$470.30

232989 DOG FOOD

\$339.50

\$809.80 Subtotal for Dept. Metro Animal

\$809.80 Subtotal for Vendor

STATE OF WY - DEPT. OF AGRICULTURE

RIN0025290 LICENSE

\$50.00

RIN0025294 LICENSE

\$50.00

RIN0025293 LICENSE

\$50.00

RIN0025292 LICENSE

\$50.00

RIN0025286 LICENSE

\$50.00

RIN0025291 LICENSE

\$50.00

RIN0025287 LICENSE

\$50.00

RIN0025288 LICENSE

\$50.00

RIN0025284 LICENSE

\$50.00

RIN0025285 LICENSE

\$50.00

RIN0025289 LICENSE

\$50.00

\$550.00 Subtotal for Dept. Aquatics

\$550.00 Subtotal for Vendor

STATE OF WY.

020 10071-15 PREMIUM PAYMENTS

\$3,711.98

\$3,711.98 Subtotal for Dept. Balefill

\$3,711.98 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

RIN0025342 SALES TAX

\$41.35

\$41.35 Subtotal for Dept. Aquatics

RIN0025342 SALES TAX

\$415.96

\$415.96 Subtotal for Dept. Balefill

RIN0025342 SALES TAX

\$44.88

RIN0025342 SALES TAX

\$2,948.79

RIN0025342 SALES TAX

\$874.10

RIN0025342 SALES TAX

(\$3,558.05)

RIN0025342 SALES TAX

\$13.07

\$322.79 Subtotal for Dept. Casper Events Center

RIN0025342 SALES TAX

\$119.61

\$119.61 Subtotal for Dept. Fort Caspar

RIN0025342 SALES TAX

\$213.95

Bills and Claims

City of Casper

06-May-15 to 19-May-15

RIN0025342 SALES TAX	\$213.95	Subtotal for Dept.	Ice Arena
	\$2.05		
	\$2.05	Subtotal for Dept.	Recreation
	\$1,115.71	Subtotal for Vendor	
STEENSEN, LUKE			
0024285052 REFUND	\$33.40		
	\$33.40	Subtotal for Dept.	Water
	\$33.40	Subtotal for Vendor	
STRATA			
WY15036-INV GEOTECH EVAL WATERMAIN	\$2,650.20		
	\$2,650.20	Subtotal for Dept.	Water
	\$2,650.20	Subtotal for Vendor	
SUPERIOR STRUCTURES CORP.			
211 DEMO	\$85.00		
211 REPAIR DOORS	\$153.00		
	\$238.00	Subtotal for Dept.	CDBG
	\$238.00	Subtotal for Vendor	
SYLVAN INDUSTRIES LLC			
00002517 FREIGHT	\$19,995.00		
	\$19,995.00	Subtotal for Dept.	Casper Events Center
	\$19,995.00	Subtotal for Vendor	
SYSCO FOOD SVCS. CORP.			
504230541 FOOD SERVICE SUPPLIES	\$914.70		
504230541 FOOD SERVICE SUPPLIES	\$103.92		
	\$1,018.62	Subtotal for Dept.	Casper Events Center
	\$1,018.62	Subtotal for Vendor	
TEST AMERICA LABORATORIES, INC			
28164433 WELL MONITORING/SAMPLING	\$3,100.00		
28164256 CLOSED LANDFILL GW SAMPLING	\$972.00		
	\$4,072.00	Subtotal for Dept.	Balefill
	\$4,072.00	Subtotal for Vendor	
TRETO CONST.			
41258 RETAINAGE 12-58	\$3,350.00		
RIN0025297 RETAINAGE 14-29	(\$8,808.03)		
	(\$5,458.03)	Subtotal for Dept.	Capital Projects
RIN0025297 ZONE I CONCRETE REPLACEMENT -	\$88,080.34		
	\$88,080.34	Subtotal for Dept.	Streets
	\$82,622.31	Subtotal for Vendor	
TWEED'S WHOLESALE			
307466 CLEANER	\$46.46		
	\$46.46	Subtotal for Dept.	Recreation
	\$46.46	Subtotal for Vendor	
UNIVERSITY OF WY.- WY TECH TRANSFER CTR			
782001 TRAINING	\$55.00		

Bills and Claims

City of Casper

06-May-15 to 19-May-15

779001 TRAINING

\$110.00

\$165.00 Subtotal for Dept. Engineering

\$165.00 Subtotal for Vendor

VISION SVC. PLAN

RIN0025309 COBRA BENEFITS

RIN0025308 RETIREES VISION

\$26.26

\$1,337.54

\$1,363.80 Subtotal for Dept. Health Insurance

\$1,363.80 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0025281 BOOSTER IRRIGATION

\$14.26

\$14.26 Subtotal for Dept. Water Treatment Plant

\$14.26 Subtotal for Vendor

WESTERN PLAINS LANDSCAPING LLC.

20389 LITTER FENCE EXTENSION

\$7,122.50

\$7,122.50 Subtotal for Dept. Balefill

\$7,122.50 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

140090014 RAW WATER IRRIG 12-29

\$2,716.12

\$2,716.12 Subtotal for Dept. Parks

\$2,716.12 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2015-10503 FIRST ST ROADWAY IMPROVEMENTS

2015-10527 COUNTRY CLUB ROAD IMPROVEMENTS

\$23,776.76

\$4,248.64

\$28,025.40 Subtotal for Dept. Streets

2015-10527 COUNTRY CLUB ROAD IMPROVEMENTS

\$6,853.11

\$6,853.11 Subtotal for Dept. Water

\$34,878.51 Subtotal for Vendor

WOLF GANG OF WY

1022 TV PRODUCTION

\$3,833.33

\$3,833.33 Subtotal for Dept. Council

\$3,833.33 Subtotal for Vendor

WOLFF, ROGER AND KELLY

0024238103 REFUND

\$23.09

\$23.09 Subtotal for Dept. Water

\$23.09 Subtotal for Vendor

WORLDWASH

9770 HOOD SYSTEM SERVICE

\$550.00

\$550.00 Subtotal for Dept. Fire

9737 HOODS GREASE REMOVAL DEVICES

\$575.00

\$575.00 Subtotal for Dept. Golf Course

\$1,125.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000075243 YELLOWSTONE AMEND#1 - W 2ND DA

\$21.69

0000074830 YELLOWSTONE AMEND#1 - W 2ND DA

\$298.16

Bills and Claims

City of Casper

06-May-15 to 19-May-15

0000075247 CONSTRUCTION SVCS I-25/SHOSHON

\$319.85 Subtotal for Dept. Capital Projects
\$89.36
\$89.36 Subtotal for Dept. Parks
\$409.21 Subtotal for Vendor

WY. DEPT. OF WORKFORCE SVCS.

RIN0025315 BENEFITS
RIN0025315 BENEFITS

\$1,017.00
\$953.21

\$1,970.21 Subtotal for Dept. Casper Events Center

RIN0025315 BENEFITS

\$1,563.76

\$1,563.76 Subtotal for Dept. Communications Center

RIN0025315 BENEFITS

\$3,658.80

\$3,658.80 Subtotal for Dept. Parks

RIN0025315 BENEFITS

(\$15.08)

(\$15.08) Subtotal for Dept. Recreation

RIN0025315 BENEFITS

\$65.03

\$65.03 Subtotal for Dept. Refuse Collection

RIN0025315 BENEFITS

\$115.03

\$115.03 Subtotal for Dept. Streets

RIN0025315 BENEFITS

\$428.46

\$428.46 Subtotal for Dept. Waste Water

\$7,786.21 Subtotal for Vendor

WY. FIRE CHIEFS' ASSOC.

RIN0025250 DUES

\$220.00

\$220.00 Subtotal for Dept. Fire

\$220.00 Subtotal for Vendor

WY. STATE BOARD OF PHARMACY

RIN0025256 LICENSE RENEWAL
RIN0025262 LICENSE RENEWAL
RIN0025314 LICENSE RENEWAL

\$80.00
\$240.00
\$80.00

\$400.00 Subtotal for Dept. Metro Animal

\$400.00 Subtotal for Vendor

WYOMING CHAPTER IAAI

RIN0025311 REGISTRATION

\$350.00

\$350.00 Subtotal for Dept. Fire

\$350.00 Subtotal for Vendor

WYOMING MEDICAL CENTER

50066 PHARMACY SUPPLIES-FIRE DEPT

\$141.14

\$141.14 Subtotal for Dept. Fire

\$141.14 Subtotal for Vendor

WYOMING METH PROJECT

779 METH CONF SPEAKER COSTS

\$579.20

\$579.20 Subtotal for Dept. Police Grants

\$579.20 Subtotal for Vendor

Bills and Claims

City of Casper

06-May-15 to 19-May-15

Grand Total **\$1,796,531.03**

Approved By:

On:

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
05/19/15

Payroll Disbursements

5/7/15	CITY-FIRE PAYROLL	\$	1,309,089.68
5/7/15	BENEFITS & DEDUCTIONS	\$	241,597.62
5/8/15	EXCEPTION	\$	4,095.36
5/8/15	BENEFITS & DEDUCTIONS	\$	564.10

Total Payroll \$ 1,555,346.76

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

May 19, 2015

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Assistant City Manager 

SUBJECT: Establish Public Hearing for New Restaurant Liquor License #4

Recommendation:

That Council, by minute action, establish June 2, 2015, as the Public Hearing date for the consideration of the issuance of a new Restaurant Liquor License #4, for III Botticelli Ristorante Italiano, d.b.a Botticelli Restaurant located at 129 West 2nd Street.

Summary:

An application has been received for a new Restaurant Liquor License #4, from III Botticelli Ristorante Italiano d.b.a Botticelli Restaurant located at 129 West 2nd Street.

Holders of the restaurant liquor license for this location failed to submit a completed application for the 2015 - 2016 renewal period. Consequently the license granted to this location and business expired March 31, 2015 after which time alcohol could not be served at the location. If granted this license would allow the purchase and resale of alcohol at the location through March 31, 2016.

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).

May 11, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a zone change of Lot 3 and N ½ Lot 4, Block 96, Casper Addition, located at 335 North Grant Street, from M-1 (Limited Industrial) to C-3 (Central Business).

Recommendation:

That Council, by minute action, establish June 2, 2015 as the date of public hearing for consideration of an ordinance approving a zone change of Lot 3 and N ½ Lot 4, Block 96, Casper Addition, located at 335 North Grant Street, from M-1 (Limited Industrial) to C-3 (Central Business).

Summary:

Mountain View Builders, Inc. has applied for a zone change of Lot 3 and N ½ Lot 4, Block 96, Casper Addition, generally located at 335 North Grant Street, from M-1 (Limited Industrial) to C-3 (Central Business). The property is currently vacant, and the applicant would like to construct a commercial warehouse and multi-family apartments on the property. A warehouse is listed as a permitted use in both the M-1 (Limited Industrial) and the C-3 (Central Business) zoning districts; however, residential uses are not permitted under the current M-1 (Limited Industrial) zoning of the property. Residential uses are listed as permitted uses under the proposed C-3 (Central Business) zoning classification. Prior to the construction of a commercial use on the property, the applicant will be required to submit a site plan to the Community Development Department for review and approval.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing held on April 28, 2015. There were no public comments, either for or against the proposed zone change.

May 11, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a zone change of Lot 3, Block 12, Nelson's Addition, located at 1231 North Wolcott Street, from R-6 (Manufactured Home (Mobile) Park) to R-3 (One to Four Unit Residential).

Recommendation:

That Council, by minute action, establish June 2, 2015 as the date of public hearing for consideration of an ordinance approving a zone change of Lot 3, Block 12, Nelson's Addition, located at 1231 North Wolcott Street, from R-6 (Manufactured Home (Mobile) Park) to R-3 (One to Four Unit Residential).

Summary:

C&G Investments, LLC have applied for a zone change of Lot 3, Block 12, Nelson's Addition, located at 1231 North Wolcott Street, from R-6 (Manufactured Home (Mobile) Park) to R-3 (One to Four Unit Residential). The property is currently vacant, and the applicant wishes to construct a four (4) unit multi-family structure on the property. A multi-family, stick-built structure is not a permitted use in the R-6 (Manufactured Home (Mobile) Park) zoning district, but would be permitted under the proposed R-3 (One to Four Unit Residential) zoning. Properties in the vicinity are a mix of R-3 (One to Four Unit Residential) and R-6 (Manufactured Home (Mobile) Park) zoning. Land uses in the area are a mix of manufactured homes, stick-built homes, and a commercial building.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing held on April 28, 2015. There were no public comments, either for or against the proposed zone change.

May 15, 2015

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Assistant City Manager 
SUBJECT: Establish Public Hearing for Transfer of Ownership of
Resort Liquor License #3

Recommendation:

That Council, by minute action, establish June 16, 2015, as the Public Hearing date for the consideration of the Transfer of Ownership of Resort Liquor License #3, Hospitality Development Corporation d.b.a Parkway Plaza and Convention Center located at 123 West 'E' Street.

Summary:

An application is being submitted for a Transfer of Ownership of Resort Liquor License #3, Hospitality Development Corporation d.b.a Parkway Plaza and Convention Center located at 123 West 'E' Street.

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

May 8, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Consideration of a vacation and replat to create Harmony Hills Addition No. 2 – Phase 1 and a zone change of a portion of said Harmony Hills Addition No. 2 – Phase 1 from PUD (Planned Unit Development) to R-2 (One Unit Residential), and the approval of a subdivision agreement.

Recommendation:

That Council, by ordinance, approve a vacation and replat to create Harmony Hills Addition No. 2 – Phase 1 comprising 39.45-acres, more or less, currently described as Lots 3-5, 15-17 and portions of Lots 6, 14 and 20-26 Sunrise Hills No. 3 Addition, and portions of Tract C, Sunrise Hills No. 12 Addition, and portions of Sunrise Hills No. 9 Addition, and Lots 22-40, Tracts A, B, & C Garden Creek Hills Patio Homes No. 1, and Tract A, Block 2 Harmony Hills Addition No. 1, generally located at the southeast intersection of South Poplar Street and SE Wyoming Boulevard, and rezoning of a portion of the same from PUD (Planned Unit Development) to R-2 (One Unit Residential); and approve the Harmony Hills Addition No. 2 – Phase 1 subdivision agreement.

Summary:

In a companion item, High Plains Investments, LLC has applied for preliminary plat approval of 106-acres, more or less, to create the Harmony Hills Addition No. 2. The subject property is currently undeveloped and is zoned C-2 (General Business) and PUD (Planned Unit Development). The area encompassing Harmony Hills Addition No. 2 comprises all of Sunrise Hills No. 3, portions of Sunrise Hills No. 9, Sunrise Hills Addition No. 12, Garden Creek Hills Patio Homes No. 1 and Tract A, Harmony Hills No. 1, and is projected to create one hundred and fifty three (153) lots and eleven (11) tracts. Preliminary plats are not recorded once approved, and simply provide an overall design and layout of the subdivision, and confer upon the applicant the right to apply for final plat approval for all or a part of the subdivision. The applicant wishes to construct Harmony Hills Addition No. 2 in several phases. Harmony Hills Addition No. 2 – Phase 1 is the first of these phases.

The applicant is requesting final plat approval of Harmony Hills Addition No. 2 - Phase 1, consisting of two separate development parcels. Proposed Blocks 1-6 are located generally in the northwest corner of Harmony Hills Addition No. 2, and consist of twelve (12) lots, all of which are zoned C-2 (General Business). The second development parcel is located in the southeast corner of Harmony Hills Addition No. 2 and consists of five

(5) tracts and two (2) blocks with a total of forty-four (44) lots. The applicant is requesting a zone change of the five (5) tracts and forty-four (44) lots (Blocks 7 and 8) from PUD (Planned Unit Development) to R-2 (One Unit Residential). These lots/tracts are intended for both commercial and residential land uses. Surrounding zoning in the area is R-1 (Residential Estate) to the east and south, and R-2 (One Unit Residential) to the southeast. Land uses in the immediate area are predominately single family residential. Open space, commercial uses, and educational land uses exist north of the subject property, across SE Wyoming Blvd.

The Planning & Zoning Commission has included four (4) conditions related to the Harmony Hills Addition No. 2 - Phase 1 final plat that states the applicant must relocate the 12-inch transmission water main within the undeveloped Goodstein Drive right-of-way at their expense and shall provide utility easements in a form acceptable to the City, provide temporary turn-around easements for cul-de-sacs at the northern and southern terminuses of the remaining portion of Goodstein Drive in a form acceptable to the City, and shall furnish the City with executed utility easement release forms from all utility companies for the portion of Goodstein Drive which is being vacated within Blocks 1 and 3. Another condition maintains that all conditions of the Harmony Hills Addition No. 2 preliminary plat approval shall apply to the approved Harmony Hills Addition No. 2 – Phase 1 final plat.

The Comprehensive Land Use Plan is the planning document that describes the values and ideals expressed by the community for its future. The Plan was created in 2000 and was based on approximately two (2) years of citizen meetings and visioning intended to create a set of goals and policies regarding land use in the Casper area. Whenever a zone change is proposed, the Planning and Zoning Commission should base its decision on whether to approve it on the criteria expressed in the Comprehensive Land Use Plan. Furthermore, Section 17.12.170 of the Casper Municipal Code specifies that staff must review zoning applications in context with the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission based on whether the zoning proposal conforms to the Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City’s policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan identifies this area to be appropriately developed as “general commercial”, “multi-family”, and “high-density single family”.

The Comprehensive Land Use Plan states that areas shown in the plan as “general commercial” should be designated for retail, trade, service uses, and offices. The portion of land west and northwest of the proposed zoning changes is currently zoned C-2 (General Business). This zoning district is for the purpose of the development of a wide

variety of commercial uses and also permits multi-family residential and single-family dwellings.

The Comprehensive Land Use Plan states that areas shown in the plan as “multi-family” and “high-density single family” should be designated for single family attached dwellings including duplexes and townhomes, and apartments and condominiums. The proposed R-2 (One Unit Residential) zoning district is for the purpose of the development of residential lots, which are a less intensive use of land. While the proposed R-2 (One Unit Residential) zoning of the property is not in keeping with the projected multi-family and high-density use of the property, staff supports this zone change as it will allow infill development of an otherwise vacant plot of land, and will provide a good transition from the large estate lots on the south to the commercial property to the north. In addition, the proposal still maintains a large portion of land zoned as C-2 (General Business), which does allow a wide range of residential densities including multi-family dwellings.

The Comprehensive Land Use Plan establishes a list of visions, principles and goals to guide the City’s land use policies and decisions. With regard to the current proposal, the zone change to R-2 (One Unit Residential) is supported by the following visions, principles and goals:

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

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

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

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

Principle K – Direct Growth to Encourage Infill and Redevelopment.

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

Vision 4: Cohesive Residential Neighborhoods – Stable, safe, easily-accessible, interconnected, cohesive residential neighborhoods.

Principle O – Minimize Changes to Existing Residential Neighborhoods

Goal 30 – Ensure that changes to existing residential neighborhoods are compatible in terms of use, design and scale, and that negative impacts are adequately mitigated.

The proposed R-2 (One Unit Residential) zoning district allows for the development of any and all of the following permitted uses:

1. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
2. Day-care, adult;
3. Family child care home;
4. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
5. Schools, public, parochial, and private elementary, junior, and senior high;
6. Neighborhood assembly uses;
7. Neighborhood grocery;
8. Group home;
9. Church.

The existing C-2 (General Business) zoning district allows for the development of any and all of the following permitted uses:

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast:
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center - zoning review;
21. Family child care home;

22. Family child care home - zoning review;
23. Electrical, television, radio repair shops;
24. Grocery stores;
25. Group homes;
26. Homes for the homeless (emergency shelters);
27. Hotels, motels;
28. Neighborhood grocery;
29. Offices, general and professional;
30. Pet shops;
31. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
32. Parking garages and/or lots;
33. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
34. Pawn shops;
35. Personal service shops;
36. Pharmacies;
37. Printing and newspaper houses;
38. Reception centers;
39. Recreation centers;
40. Restaurants, cafes, and coffee shops;
41. Retail business;
42. Sundry shops and specialty shops;
43. Theaters, auditoriums, and other places of indoor assembly;
44. Thrift shops;
45. Vocational centers, medical and professional institutions;
46. Neighborhood assembly uses;
47. Regional assembly uses;
48. Branch community facilities;
49. Neighborhood grocery;
50. Conventional site-built and modular single and multi-family dwellings, and manufactured homes.

The Planning and Zoning Commission approved the vacation and replat, with conditions and the requested zone change at their public hearing on March 24, 2015, and is forwarding a “do-pass” recommendation to the City Council. Four (4) public comments were made in regard to this case. All four (4) comments are against or express concerns regarding the proposed Harmony Hills Addition No. 2 and include a property dispute with a neighboring homeowner’s association, increased traffic and noise, wildlife impact, pollution, topographic changes, and lack of pedestrian and bicycle improvements.

An ordinance has been prepared for Council’s consideration, and an executed subdivision agreement will be provided prior to third reading.

Harmony Hills Addition No. 2 - Phase I

SW Wyoming Blvd

S Poplar St

Goodstein Drive

Legend

Phase I



CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA } ss

THE UNDERSIGNED, HIGH PLAINS INVESTMENTS, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF TWO PARCELS OF LAND SITUATE WITHIN THE W&NW& OF SECTION 28 AND THE N&NE& AND THE SW&NE& OF SECTION 29, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING A VACATION AND REPLAT OF LOTS 3 - 5, 15 - 17 & PORTIONS OF LOTS 6, 14 AND 20-26, SUNRISE HILLS NO. 3 ADDITION & PORTIONS OF TRACT C, SUNRISE HILLS NO. 12 ADDITION AND PORTIONS OF SUNRISE HILLS NO. 9 ADDITION AND LOTS 22 - 40, TRACTS A, B & C, GARDEN CREEK HILLS PATIO HOMES NO. 1, AND TRACT A, HARMONY HILLS NO. 1 ADDITION TO THE CITY OF CASPER, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 29, MONUMENTED BY A BRASS CAP

THENCE N41°30'22"E, A DISTANCE OF 1966.91 FEET TO THE SOUTHEAST CORNER OF THE PARCEL BEING THE POINT OF BEGINNING;

THENCE S89°19'15"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 100.01 FEET TO A POINT;

THENCE S77°22'22"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 51.17 FEET TO A POINT;

THENCE S89°19'15"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 569.10 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE WEST LINE OF SUNRISE HILLS NO. 3 AND THE EAST LINE OF SOUTH POPLAR STREET;

THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SUNRISE HILLS NO. 3 AND THE EAST LINE OF SOUTH POPLAR STREET AND A CURVE TO THE LEFT HAVING A RADIUS OF 1507.40 FEET, THROUGH A CENTRAL ANGLE OF 75°5'43", A DISTANCE OF 208.59 FEET, HAVING A CHORD BEARING OF N00°48'41"W, A DISTANCE OF 208.43 FEET, TO THE END OF CURVE;

THENCE N3°46'37"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 3 AND THE EAST LINE OF SOUTH POPLAR STREET, A DISTANCE OF 103.09 FEET TO A POINT;

THENCE CONTINUING N3°46'37"W, ALONG THE WEST LINE OF SUNRISE HILLS NO. 3 AND THE EAST LINE OF SOUTH POPLAR STREET, A DISTANCE OF 392.29 FEET TO THE NORTHWEST CORNER OF THE PARCEL;

THENCE N89°18'36"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 604.68 FEET TO A POINT;

THENCE N00°00'00"E, A DISTANCE OF 306.48 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 9127'10", A DISTANCE OF 39.90 FEET, HAVING A CHORD BEARING OF N45°43'35"W, A DISTANCE OF 35.80 FEET TO A POINT LOCATED ON THE NORTH LINE OF SUNRISE HILLS NO. 3 AND THE SOUTH LINE OF WYOMING BOULEVARD;

THENCE N88°32'50"E, ALONG THE NORTH LINE OF THE PARCEL AND SUNRISE HILLS NO. 3 AND THE SOUTH LINE OF WYOMING BOULEVARD, A DISTANCE OF 32.84 FEET TO A POINT;

THENCE N87°24'14"E, ALONG THE NORTH LINE OF THE PARCEL AND SUNRISE HILLS NO. 3 AND THE SOUTH LINE OF WYOMING BOULEVARD, A DISTANCE OF 66.74 FEET TO THE NORTHEAST CORNER OF THE PARCEL;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°24'14", A DISTANCE OF 38.14 FEET, HAVING A CHORD BEARING OF S43°42'07"W, A DISTANCE OF 34.55 FEET TO THE END OF CURVE;

THENCE S00°00'00"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 452.98 FEET TO A POINT;

THENCE N89°19'15"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 106.81 FEET TO A POINT;

THENCE S00°40'45"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 385.01 FEET TO A POINT;

THENCE S12°46'37"W, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 51.40 FEET TO A POINT;

THENCE S00°00'00"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 114.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 11.939 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

ALONG WITH:

A PARCEL OF LAND SITUATE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 29, MONUMENTED BY A BRASS CAP,

THENCE N17°53'37"E, A DISTANCE OF 311.64 FEET TO THE SOUTHWEST CORNER OF SUNRISE HILLS NO. 5, AND THE SOUTHEAST CORNER OF TRACT C, GARDEN CREEK HILLS PATIO HOMES NO. 1, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE S89°12'46"W, ALONG THE SOUTH LINE OF SAID TRACT C AND THE NORTH LINE OF LOT 1, GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 101.09 FEET TO A POINT LOCATED ON THE SECTION LINE COMMON TO SAID SECTIONS 28 AND 29;

THENCE S01°03'30"E, ALONG THE SECTION LINE COMMON TO SECTIONS 28 AND 29, A DISTANCE OF 7.00 FEET TO A POINT;

THENCE S89°10'01"W, ALONG THE SOUTH LINE OF SAID TRACT C AND THE NORTH LINE OF LOTS 2 - 5, GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 188.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 5;

THENCE S78°20'16"W, ALONG THE SOUTH LINE OF SAID TRACT C AND THE NORTH LINE OF LOTS 6 - 9, GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 175.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 9;

THENCE N84°48'55"W, ALONG THE SOUTH LINE OF SAID TRACT C AND THE NORTH LINE OF LOT 10, GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 44.16 FEET TO A POINT;

THENCE S66°31'42"W, ALONG THE SOUTH LINE OF SAID TRACT C AND THE NORTH LINE OF LOTS 10 - 13, GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 135.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 13;

THENCE S28°09'54"E, ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 126.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, LOCATED ON THE NORTH LINE OF GOODSTEIN DRIVE;

THENCE ALONG THE SOUTH LINE OF SAID TRACT C, THE NORTH LINE OF GOODSTEIN DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 770.00 FEET, THROUGH A CENTRAL ANGLE OF 01°29'18", A DISTANCE OF 20.00 FEET, HAVING CHORD BEARING OF S56°59'14"W, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 14, GARDEN CREEK HILLS PATIO HOMES NO. 1;

THENCE N28°09'54"W, ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 119.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 14;

THENCE S57°28'54"W, ALONG THE SOUTH LINE OF SAID TRACT C AND THE NORTH LINE OF LOTS 14 - 17, GARDEN CREEK HILLS PATIO HOMES NO. 1, A DISTANCE OF 128.71 FEET TO A POINT;

THENCE S49°34'10"W, ALONG THE SOUTH LINE OF SAID TRACT C AND THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 28.40 FEET TO THE NORTHWEST CORNER OF LOT 17, GARDEN CREEK HILLS PATIO HOMES NO. 1;

THENCE S32°41'40"E, ALONG THE LINE COMMON TO SAID LOT 17 AND TRACT A, HARMONY HILLS ADDITION NO. 1, A DISTANCE OF 5.50 FEET TO A POINT;

THENCE S57°49'12"W, ALONG THE NORTH LINE OF LOTS 1 AND 2, BLOCK 2, HARMONY HILLS ADDITION NO. 1, A DISTANCE OF 184.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, LOCATED ON THE EAST LINE OF SOUTH WALNUT STREET;

THENCE N25°11'28"W, ALONG THE EAST LINE OF SOUTH WALNUT STREET, A DISTANCE OF 53.93 FEET TO A POINT;

THENCE S84°58'54"W, A DISTANCE OF 50.00 FEET TO A POINT LOCATED ON THE WEST LINE OF SOUTH WALNUT STREET;

THENCE N25°11'28"W, ALONG THE EAST LINE OF LOTS 1 AND 6, BLOCK 1, HARMONY HILLS ADDITION NO. 1, AND THE WEST LINE OF SOUTH WALNUT STREET, A DISTANCE OF 221.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE S65°33'15"W, ALONG THE NORTH LINE OF LOTS 1 AND 2, BLOCK 1, HARMONY HILLS ADDITION NO. 1, A DISTANCE OF 126.47 FEET TO A POINT;

THENCE S89°21'54"W, ALONG THE NORTH LINE OF LOTS 2 AND 3, BLOCK 1, HARMONY HILLS ADDITION NO. 1, A DISTANCE OF 210.05 FEET TO THE NORTHWEST CORNER OF HARMONY HILLS ADDITION NO. 1 LOCATED ON THE EAST LINE OF THE DIAMOND ADDITION;

THENCE N00°38'48"W, ALONG THE EAST LINE OF THE DIAMOND ADDITION, A DISTANCE OF 249.95 FEET TO A POINT;

THENCE N89°19'15"E, A DISTANCE OF 99.47 FEET TO A POINT LOCATED ON THE WEST LINE OF SAID TRACT A, GARDEN CREEK HILLS PATIO HOMES NO. 1;

THENCE N00°40'16"E, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 234.97 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

THENCE N89°19'44"E, ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 240.02 FEET TO AN ANGLE POINT IN THE NORTH LINE OF SAID TRACT A;

THENCE N46°50'14"E, ALONG THE NORTHWESTERLY LINE OF SAID TRACT A, A DISTANCE OF 696.68 FEET TO A POINT;

THENCE N26°54'09"E, A DISTANCE OF 100.15 FEET TO A POINT;

THENCE N02°54'41"E, A DISTANCE OF 95.58 FEET TO A POINT;

THENCE N12°36'37"E, A DISTANCE OF 174.80 FEET TO A POINT;

THENCE S89°16'04"E, A DISTANCE OF 582.40 FEET TO THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF SUNRISE HILLS NO. 9 AND THE WEST LINE OF SUNRISE HILLS NO. 5;

THENCE S21°48'08"W, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 289.27 FEET TO A POINT;

THENCE S00°52'47"E, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 346.07 FEET TO A POINT;

THENCE S89°15'03"W, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 40.77 FEET TO A POINT;

THENCE S01°00'12"E, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 240.31 FEET TO A POINT;

THENCE N89°36'06"W, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 40.85 FEET TO A POINT;

THENCE S00°42'43"E, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 80.57 FEET TO A POINT;

THENCE N89°34'47"E, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 20.86 FEET TO A POINT;

THENCE S00°32'01"E, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 80.12 FEET TO A POINT;

THENCE N89°24'22"E, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 20.26 FEET TO A POINT;

THENCE S00°00'09"W, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 80.01 FEET TO A POINT;

THENCE N88°37'45"E, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 41.43 FEET TO A POINT;

THENCE S00°59'10"E, ALONG THE LINE COMMON TO SUNRISE HILLS NO. 9 AND SUNRISE HILLS NO. 5, A DISTANCE OF 79.89 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL CONTAINS 27.517 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR THE NAME OF THE SUBDIVISION SHALL BE "HARMONY HILLS ADDITION NO. 2 - PHASE 1" AND THE OWNER HEREBY GRANTS TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "PUBLIC UTILITY EASEMENT", "30' WIDE PUBLIC UTILITY EASEMENT AND PUBLIC PEDESTRIAN ACCESS EASEMENT", "OPEN SPACE AND PUBLIC PEDESTRIAN ACCESS EASEMENT" AND "OPEN SPACE, PUBLIC DRAINAGE & STORM SEWER EASEMENT & PUBLIC PEDESTRIAN ACCESS EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC, UNLESS NOTED OTHERWISE.

HIGH PLAINS INVESTMENTS, LLC
 421 SOUTH CENTER STREET
 CASPER, WYOMING 82601

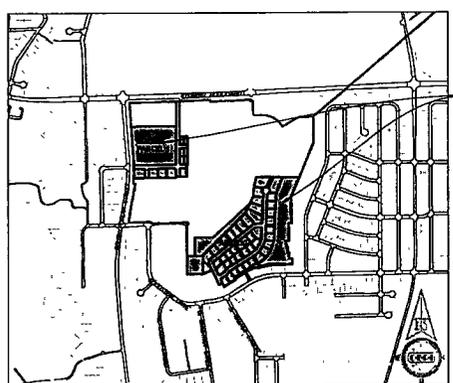
LISA BURRIDGE - PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BURRIDGE, PRESIDENT OF HIGH PLAINS INVESTMENTS, LLC, THIS ____ DAY OF _____, 2015

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



VICINITY MAP
 1"=1000'

APPROVALS
 APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS ____ DAY OF _____, 2015
 ATTEST: _____ SECRETARY _____ CHAIRMAN
 APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____ DULY PASSED,
 ADOPTED AND APPROVED THIS ____ DAY OF _____, 2015.
 ATTEST: _____ CITY CLERK _____ MAYOR
 INSPECTED AND APPROVED THIS ____ DAY OF _____, 2015.
 _____ CITY ENGINEER
 INSPECTED AND APPROVED THIS ____ DAY OF _____, 2015
 _____ CITY SURVEYOR

RECORDED
 FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING
 THIS DAY OF _____, 2015
 INSTRUMENT NO. _____

- NOTES**
1. PARCEL #1 ERROR OF CLOSURE: EXCEEDS 1.216,140. PARCEL #2 ERROR OF CLOSURE: EXCEEDS 1-1,109,891.
 2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86
 3. PARCEL #1 CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'25.931" AND THE COMBINED FACTOR IS 0.999751. PARCEL #2 CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'38.584" AND THE COMBINED FACTOR IS 0.999770
 4. ALL DISTANCES ARE GROUND

CERTIFICATE OF SURVEYOR
 STATE OF WYOMING }
 COUNTY OF NATRONA } ss
 I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN SEPTEMBER 2014, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
 THIS DAY OF _____, 2015
 WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____
 NOTARY PUBLIC

VACATION & REPLAT OF LOTS 3-5, 15-17 & PORTIONS OF LOTS 6, 14 AND 20-26. SUNRISE HILLS NO. 3 ADDITION & PORTIONS OF TRACT C, SUNRISE HILLS NO. 12 ADDITION AND PORTION OF SUNRISE HILLS NO. 9 ADDITION AND LOTS 22-40, TRACTS A, B & C GARDEN CREEK HILLS PATIO HOMES NO. 1 AND TRACT A, BLOCK 2 HARMONY HILLS ADDITION NO. 1 AS

**HARMONY HILLS ADDITION NO. 2
 PHASE 1**

AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE W&NW& OF SECTION 28 AND THE N&NE& AND THE SW&NE& OF SECTION 29 T.33N., R.79W., 6TH P.M., NATRONA COUNTY WYOMING
 MARCH, 2015
 W.O. #14-051
 SHEET 1 OF 2

U:\work\2014\Eng_Dwg\14-051_Harmony Hills Survey Plans\Harmony Hills #2 Plat - of 2.dwg, 2/6/2015, Brien

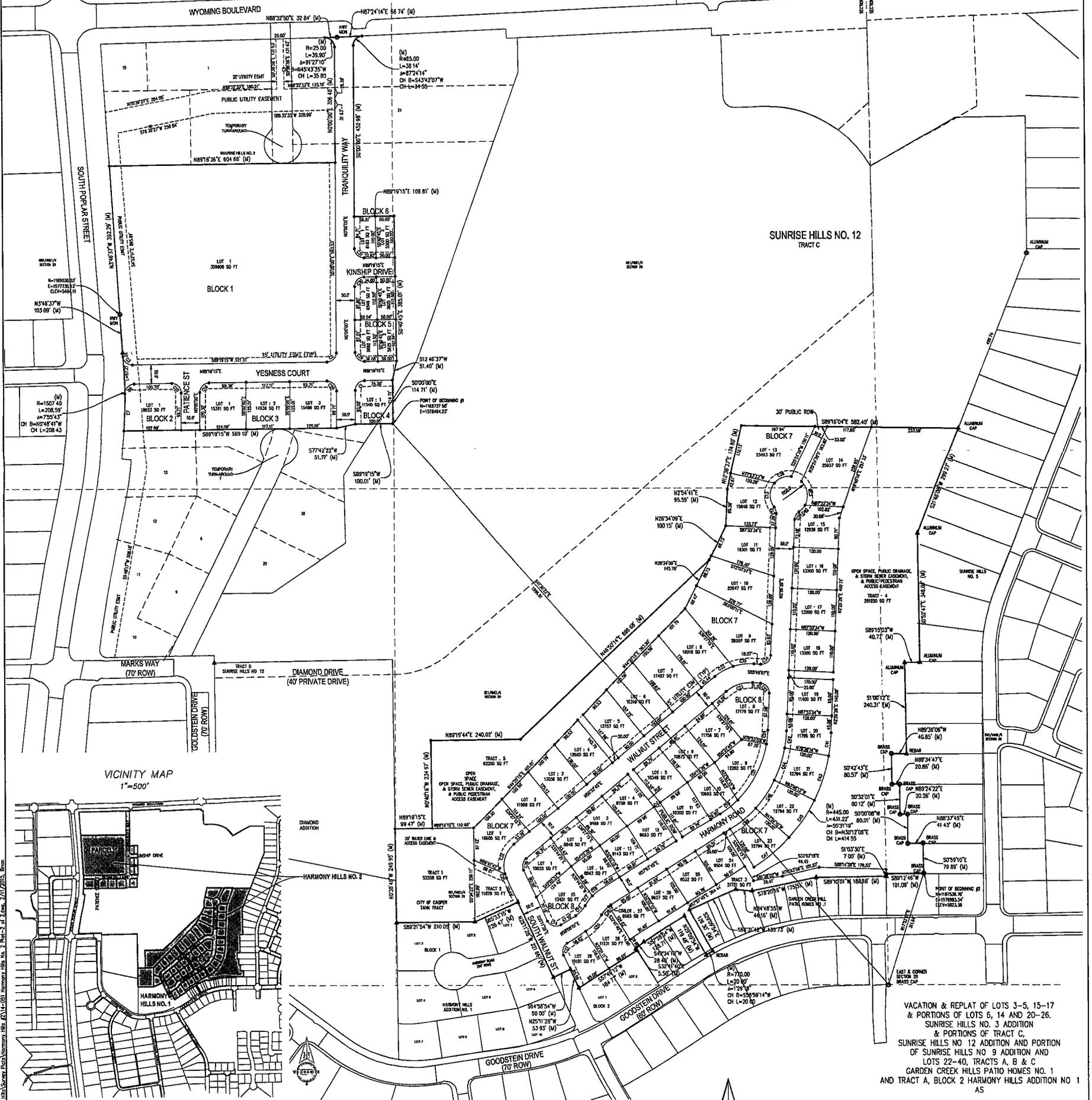


MAR 1

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C1	25.00'	38.97'	89°19'15"	S44°39'37"W	35.15
C2	25.00'	38.97'	89°19'15"	S44°39'37"W	35.15
C3	25.00'	38.45'	83°32'54"	N48°58'31"W	33.31
C4	1507.40'	11.29'	0°25'45"	N43°33'38"W	11.29
C7	1507.40'	100.09'	3°48'15"	N1°15'03"E	100.07
C8	25.00'	39.38'	89°58'19"	N44°20'05"E	35.35
C10	25.00'	39.57'	90°40'45"	S45°20'23"E	35.56
C12	25.00'	17.48'	40°03'54"	S17°35'31"E	17.13
C13	50.00'	66.12'	76°03'34"	S12°41'19"W	62.97
C14	25.00'	42.18'	96°40'51"	N73°31'44"W	37.35
C15	75.00'	37.49'	28°38'33"	S43°48'44"W	37.10
C16	25.00'	38.97'	89°19'15"	N44°39'37"E	35.15
C17	125.00'	31.94'	14°38'29"	S38°46'42"W	31.86
C18	125.00'	30.17'	13°49'48"	S51°02'51"W	30.10
C19	275.00'	60.39'	12°34'58"	S51°40'16"W	60.27
C20	25.00'	39.57'	90°40'45"	S45°20'23"E	35.56
C21	275.00'	189.28'	35°15'51"	S27°44'50"W	186.80
C22	25.00'	38.51'	88°15'33"	S41°41'20"E	34.81
C23	100.00'	76.16'	43°38'08"	N72°21'49"E	74.33
C24	275.00'	36.84'	7°40'28"	S6°16'40"W	36.81

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C25	75.00'	11.93'	8°06'45"	S20°38'03"E	11.82
C26	25.00'	33.05'	75°44'13"	N12°40'38"E	30.89
C27	25.00'	36.36'	83°19'29"	N16°28'16"E	33.24
C28	75.00'	29.60'	22°36'51"	N48°47'53"E	29.41
C29	25.00'	39.57'	90°40'45"	N45°20'23"W	35.56
C30	25.00'	38.97'	89°19'15"	N44°39'37"E	35.15
C31	25.00'	39.57'	90°40'45"	N45°20'23"W	35.56
C32	75.00'	87.21'	86°37'27"	S17°41'01"W	82.38
C33	150.00'	57.12'	21°48'04"	S61°27'17"W	56.77
C34	25.00'	40.79'	83°28'54"	S47°26'26"W	36.41
C35	150.00'	57.12'	21°48'04"	S61°27'17"W	56.77
C36	50.00'	50.19'	57°31'05"	S69°11'39"W	48.11
C38	50.00'	68.18'	76°08'00"	N63°53'33"W	63.02
C39	25.00'	24.17'	55°23'16"	N30°08'04"E	23.24
C40	50.00'	23.41'	26°49'38"	N44°24'55"E	23.20
C41	445.00'	61.53'	7°55'18"	S6°24'06"W	61.48
C42	325.00'	44.84'	7°55'20"	N6°24'06"E	44.80
C43	445.00'	123.23'	15°52'00"	S16°17'46"W	122.84
C44	325.00'	90.00'	15°51'59"	N16°17'46"E	89.71
C45	445.00'	123.23'	15°52'00"	S16°17'46"W	122.84

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C46	325.00'	90.00'	15°51'59"	N34°09'46"E	89.71
C47	445.00'	123.23'	15°51'58"	S50°01'46"W	122.83
C49	325.00'	90.00'	15°51'59"	N50°01'45"E	89.71
C50	75.00'	7.67'	5°51'26"	N55°02'02"E	7.66
C55	125.00'	62.47'	28°38'00"	N43°48'27"E	61.82



VACATION & REPLAT OF LOTS 3-5, 15-17 & PORTIONS OF LOTS 6, 14 AND 20-26. SUNRISE HILLS NO. 3 ADDITION & PORTIONS OF TRACT C. SUNRISE HILLS NO. 12 ADDITION AND PORTION OF SUNRISE HILLS NO. 9 ADDITION AND LOTS 22-40, TRACTS A, B & C. GARDEN CREEK HILLS PATIO HOMES NO. 1 AND TRACT A, BLOCK 2 HARMONY HILLS ADDITION NO. 1 AS

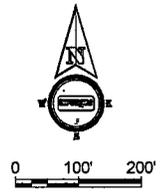
HARMONY HILLS ADDITION NO. 2 PHASE 1

AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE W½SW¼ OF SECTION 28 AND THE N½E¼ AND THE SW¼E¼ OF SECTION 29 T.33N., R.79W., 6TH P.M. NATRONA COUNTY WYOMING MARCH, 2015 W.O. #14-051 SHEET 2 OF 2



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

** ALL PUBLIC UTILITY EASEMENTS ** ALONG STREET FRONTAGE TO BE 15' UNLESS OTHERWISE NOTED



ORDINANCE NO. 10-15

AN ORDINANCE APPROVING A VACATION AND REPLAT CREATING THE HARMONY HILLS ADDITION NO. 2 – PHASE 1, A ZONE CHANGE OF A PORTION OF THE HARMONY HILLS ADDITION NO. 2 – PHASE 1, AND A SUBDIVISION AGREEMENT.

WHEREAS, an application has been made to vacate and replat portions of Sunrise Hills No. 3, Sunrise Hills No. 9, Sunrise Hills Addition No. 12, Garden Creek Hills Patio Homes No. 1, and Tract A, Harmony Hills No. 1, to create the Harmony Hills Addition No. 2 – Phase 1; and,

WHEREAS, the City Council approved a preliminary plat of the Harmony Hills Addition No. 2, and the replat creating Harmony Hills Addition No. 2 – Phase 1 is in keeping, and consistent with the approved preliminary plat; and,

WHEREAS, an application has been made to rezone a portion of the proposed Harmony Hills Addition No. 2 – Phase 1 from zoning classification PUD (Planned Unit Development) to R-2 (One Unit Residential); and,

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

WHEREAS, the proposed vacation and replat creating the Harmony Hills Addition No. 2 – Phase 1, and rezoning, require approval by ordinance following a public hearing by the City Council; and,

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

WHEREAS, after the required public hearing, the governing body of the City of Casper finds that the below described vacation and replat, zone change and subdivision agreement should be approved.

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

SECTION 1:

The vacation and replat creating Harmony Hills Addition No. 2 – Phase 1, and the associated subdivision agreement, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said agreement.

SECTION 2:

The zone change, as described below, is hereby approved:

1. Tracts 1, 2, 3, 4 and 5, Harmony Hills Addition No. 2 - Phase 1, shall be rezoned from PUD (Planned Unit Development) to R-2 (One Unit Residential);
2. Block 7 and Block 8, Harmony Hills Addition No. 2 - Phase 1, shall be rezoned from PUD (Planned Unit Development) to R-2 (One Unit Residential).

SECTION 3:

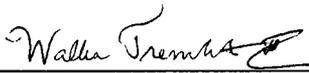
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

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

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

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Charlie Powell
Mayor

May 11, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Public Hearing to Solicit Community Input toward the City of Casper's Use of Program Year 2015/2016 Community Development Block Grant (CDBG) Funds for preparation of the Annual Action Plan.

Recommendation:

That Council continue, to the June 16, 2015 City Council meeting, the public hearing for the consideration of community input toward the City of Casper's use of Program Year 2015/2016 Community Development Block Grant (CDBG) funds for preparation of the Annual Action Plan.

Summary:

As a recipient of entitlement Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City wishes to solicit community opinion in its submission of an Annual Action Plan outlining its proposed use of CDBG funds. The CDBG allocation for FY2015/2016 is **\$272,671**.

Staff wants to combine the public hearing date for the 5-year Consolidated Plan with the public hearing date for the 2015/2016 Annual Action Plan in order to maximize public outreach efforts and legal notification.

Both plans will be presented in draft form at the public hearing and any comments received will be included in the final versions. Review and final approval will be on July 21, 2015.

ORDINANCE NO. 5-15__

AN ORDINANCE AMENDING SECTION 5.08.450 OF THE CASPER MUNICIPAL CODE PERTAINING TO PUBLIC INTOXICATION.

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

Section 1:

Section 5.08.450 of the Casper Municipal Code shall be amended to read as follows:

5.08.450 PUBLIC INTOXICATION PROHIBITED.

~~Every person within the limits of the city who is found drunk or in a state of intoxication within the city or who is found drunk or in a state of intoxication in the streets, alleys or other public places within the city, or who is found intruding upon any private premises without the consent of the owner or occupant thereof, or in that condition annoying and frightening passers by on streets or sidewalks, or sleeping in that condition in any public place within the city, is guilty of a misdemeanor. UNDER THE INFLUENCE OF ALCOHOL OR ANY DRUG in a state of intoxication is guilty of a misdemeanor if they are found:~~

- A. UPON ANY CITY STREET, ALLEY, OR THOROUGHFARE, OR IN ANY PUBLIC OR SEMI-PUBLIC PLACE WITHIN THE CITY WHERE THE PUBLIC HAS THE LIBERTY TO ENTER AND EXIT, OR IN ANY VEHICLE ON PUBLIC OR SEMI-PUBLIC PROPERTY WITHIN THE CITY, IN SUCH A CONDITION THAT HE OR SHE IS UNABLE TO EXERCISE CARE FOR HIS OR HER OWN SAFETY OR THE SAFETY OF OTHERS; OR,**
- B. INTERFERING WITH, OBSTRUCTING, OR PREVENTING THE FREE USE OF ANY STREET, SIDEWALK, OR OTHER PUBLIC WAY; OR**
- C. SLEEPING OR UNCONSCIOUS IN THAT CONDITION IN ANY PUBLIC OR SEMI-PUBLIC PLACE WITHIN THE CITY; OR,**
- D. INTRUDING UPON ANY PRIVATE PREMISES WITHOUT THE CONSENT OF THE OWNER OR OCCUPANT THEREFORE; OR,**
- E. TURBULENT, VIOLENT, MENACING OR DISORDERLY TO SUCH AN EXTENT AS TO JEOPARDIZE PERSONS OR PROPERTY OR TO SUCH AN EXTENT AS TO MENACE THE PUBLIC PEACE AND SAFETY.**

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 5th day of May 2015.

PASSED on second reading this ____ day of _____ 2015.

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

APPROVED AS TO FORM:



City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

VH McDonald
City Clerk

Charlie Powell
Mayor

ORDINANCE NO. 6-15_____

AN ORDINANCE AMENDING SECTION 9.12.030 OF THE CASPER MUNICIPAL CODE PERTAINING TO TRESPASSING.

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

Section 1:

Section 9.12.030 of the Casper Municipal Code shall be amended to read as follows:

9.12.030 Trespassing—Prohibited generally.

A. A PERSON IS GUILTY OF TRESPASSING IF HE ENTERS OR REMAINS ON OR IN THE LAND OR PREMISES OF ANOTHER PERSON, KNOWING HE IS NOT AUTHORIZED TO DO SO, OR AFTER BEING NOTIFIED TO DEPART OR TO NOT TRESPASS. FOR PURPOSES OF THIS SECTION, NOTICE IS GIVEN BY:

- 1. PERSONAL COMMUNICATION TO THE PERSON BY THE OWNER OR OCCUPANT, OR HIS AGENT, OR BY A PEACE OFFICER; OR**
- 2. POSTING OF SIGNS REASONABLY LIKELY TO COME TO THE ATTENTION OF INTRUDERS.**

~~For the purpose of this section a trespasser is defined as any person who, being about to enter unlawfully upon the lands or buildings of another, shall be forbidden to do so by the owner or occupant thereof, or his agent or servant; or who being lawfully or unlawfully upon the lands or buildings of another, shall be notified to depart therefrom by the owner or occupant, or his agent or servant, and shall thereafter enter upon such land, or neglect or refuse to depart therefrom.~~

B. No person shall be a trespasser within the city.

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 5th day of May 2015.

PASSED on second reading this ____ day of _____ 2015.

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

APPROVED AS TO FORM:



City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

ORDINANCE NO. 7-15 __

AN ORDINANCE AMENDING SECTION 10.12.010 OF THE CASPER MUNICIPAL CODE PERTAINING TO OPERATOR'S LICENSE REQUIREMENTS.

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

Section 1:

Section 10.12.010 of the Casper Municipal Code shall be amended to read as follows:

10.12.010 Operator's License ~~or Chauffeur's License~~ Required ~~When~~.

It is unlawful for any person to drive, ~~a motor vehicle upon the streets of this city~~ **STEER OR EXERCISE ANY DEGREE OF PHYSICAL CONTROL OF ANY MOTOR VEHICLE OR A VEHICLE BEING TOWED BY A MOTOR VEHICLE UPON THE STREETS OF THIS CITY** unless such person has in his possession a valid operator's license issued or recognized by the State ~~if such operator's license is required of such person under the laws of the state, or chauffeur's license if a chauffeur's license is required.~~ **FOR THE CLASS AND TYPE WITH APPLICABLE ENDORSEMENTS VALID FOR THE MOTOR VEHICLE BEING DRIVEN.**

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 5th day of May 2015.

PASSED on second reading this ____ day of _____ 2015.

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

APPROVED AS TO FORM:



City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

VH McDonald
City Clerk

Charlie Powell
Mayor

ORDINANCE NO. 8-15 ____

AN ORDINANCE AMENDING SECTION 10.18.020 OF THE CASPER MUNICIPAL CODE PERTAINING TO SAFETY BELT AND CHILD RESTRAINT REQUIREMENTS.

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

Section 1:

Section 10.18.020 of the Casper Municipal Code shall be amended to read as follows:

10.18.020 Safety belt AND CHILD RESTRAINT SYSTEM usage required when.

A. EXCEPT AS PROVIDED IN SUBSECTION B OF THIS SECTION:

1. Each driver and passenger of a motor vehicle **WHO HAS REACHED THEIR NINTH BIRTHDAY** ~~operated in Casper shall wear, and each driver of a motor vehicle shall require that a passenger under twelve years of age shall wear,~~ a properly adjusted and fastened safety belt when the motor vehicle is in motion on public streets and highways.

2. **NO PERSON SHALL OPERATE A PASSENGER VEHICLE IN THIS CITY UNLESS EACH CHILD WHO IS A PASSENGER IN THAT VEHICLE AND WHO HAS NOT REACHED HIS NINTH BIRTHDAY IS PROPERLY SECURED IN A CHILD SAFETY RESTRAINT SYSTEM IN A SEAT OF THE VEHICLE OTHER THAN THE FRONT SEAT, EXCEPT IF THE VEHICLE IS ONLY EQUIPPED WITH ONE (1) ROW OF SEATS, OR IF ALL SAFETY BELTS IN THE ROWS OF SEATS BEHIND THE FRONT SEAT ARE IN USE BY OTHER CHILD PASSENGERS IN THE VEHICLE, THE CHILD MAY BE PROPERLY SECURED IN A CHILD SAFETY RESTRAINT SYSTEM IN THE FRONT PASSENGER SEAT OF THE VEHICLE, EXCEPT THAT A REAR-FACING INFANT SEAT SHALL NOT BE PLACED IN FRONT OF AN ACTIVE AIRBAG.**

3. **NO MOTOR VEHICLE SHALL BE HALTED SOLELY FOR A VIOLATION OF THIS SECTION.**

B. Subsection A of this section does not apply to:

1. Any person who has a written statement from a **LICENSED** physician that it is not advisable for the person to wear **A** safety belt **OR BE RESTRAINED IN A CHILD SAFETY RESTRAINT SYSTEM** for **WEIGHT OR** physical or medical reasons. **A PERSON OPERATING A PASSENGER VEHICLE TRANSPORTING A CHILD SHALL CARRY IN THE VEHICLE THE PHYSICIAN'S SIGNED STATEMENT CERTIFYING THAT THE CHILD SHOULD NOT BE RESTRAINED IN A CHILD RESTRAINT SYSTEM;**
2. Any passenger vehicle which is not required to be equipped with safety belts under federal law;
3. A carrier of the United States postal service performing duties as a postal carrier;
4. ~~Any person properly secured in a child safety restraint system in accordance with Wyoming Statutes Sections 31-5-1301 through 31-5-1305; or~~
- 5.4. Any person occupying a seat in a vehicle in which all operable safety restraints are being used by the driver or passengers **IN CONFORMANCE WITH SUBSECTION A and OR** any person occupying a seat in a vehicle originally manufactured without a safety belt;
5. **THE DRIVER OF THE VEHICLE IS RENDERING AID OR ASSISTANCE TO A CHILD OR HIS PARENT OR GUARDIAN.**

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 5th day of May 2015.

PASSED on second reading this ____ day of _____ 2015.

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

APPROVED AS TO FORM:



 City Attorney

ATTEST:

CITY OF CASPER, WYOMING
 A Municipal Corporation

 V. H. McDonald
 City Clerk

 Charlie Powell
 Mayor

ORDINANCE NO. 9-15 ____

AN ORDINANCE AMENDING SECTION 10.18.030 OF THE CASPER MUNICIPAL CODE PERTAINING TO VIOLATIONS AND PENALTIES RELATING TO THE SEAT BELT ORDINANCE.

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

Section 1:

Section 10.18.030 of the Casper Municipal Code shall be amended to read as follows:

10.18.030: Violations and Penalty.

A. No violation of this chapter shall;

1. Be counted as a moving violation for the purpose of suspending a driver's license under Wyoming Statutes Section 31-7-129.
2. Be grounds for increasing insurance premiums or made a part of the abstracts kept by the department pursuant to Wyoming Statutes Section 31-5-1214.

~~B. No motor vehicle shall be halted solely for a violation of this section. A citation for a moving violation of the motor vehicle laws of this state or city shall be issued prior to issuance of a citation for violating seat belt usage requirements of this section.~~

C.B. All citations for violations of the motor vehicle laws of this state and for violations of traffic ordinances or traffic regulations of a local authority shall contain a notation by the issuing officer indicating whether the driver and passengers complied with this section. Compliance with this section shall entitle a licensee to a ten dollar reduction in the fine otherwise imposed by any court having jurisdiction over the alleged offense. The driver who violates this section may be issued a citation and may be subject to a fine of not more than twenty-five dollars. Any passenger who violates this section may be issued a citation and may be subject to a fine of not more than ten dollars.

C. Evidence of a person's failure to wear a safety belt as required by this section shall not be admissible in any civil action.

Section 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 5th day of May 2015.

PASSED on second reading this ____ day of _____ 2015.

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

APPROVED AS TO FORM:



City Attorney

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

VH McDonald
City Clerk

Charlie Powell
Mayor

April 27, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Ramshorn Construction, Inc., for the
Country Club Road Improvements, Project No. 14-04

Recommendation:

That Council, by resolution, authorize an agreement with Ramshorn Construction, Inc., for the Country Club Road Improvements, Project No. 14-04, in the amount of \$1,762,734. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$87,266.00, for a total project amount of \$1,850,000.00.

Summary:

On Friday, April 24, 2015, six (6) bids were received from contractors for the Country Club Road Improvements, Project No. 14-04. The project involves the replacement of water mains; extension of the storm sewer system; replacement of all broken curb and gutter to ensure positive drainage to all storm sewer inlets; installation of ADA ramps at each intersection; mill and overlay of the street corridor; and installation of inlaid traffic striping. The bids received for this work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Hedquist Construction, Inc.	Mills, Wyoming	\$1,530,728.00
Ramshorn Construction, Inc.	Casper, Wyoming	\$1,762,734.00
71 Construction, Inc.	Casper, Wyoming	\$1,764,161.71
Installation & Service Co., Inc.	Mills, Wyoming	\$1,818,129.25
High Plains Construction, Inc.	Mills, Wyoming	\$1,932,513.00
Knife River, Inc.	Casper, Wyoming	\$2,069,034.00

The estimate prepared by WLC Engineering was \$1,775,105.00.

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

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

Accordingly, staff recommends award of the contract to Ramshorn Construction, Inc., as the lowest qualified and responsible bidder. Work is scheduled to be completed by September 20, 2016.

Funding for this project will be from 1%#14 Funds for Arterial & Collector Streets and from Water Fund Reserves.

A resolution is prepared for Council's consideration.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper Wyoming 82601, hereinafter referred to as the "Owner," and Ramshorn Construction, Inc., P. O. Box 2422, Casper Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to improve road surfacing and infrastructure, and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as **Country Club Road Improvements, Project 14-04**.

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 **Country Club Road Improvements, Project 14-04** 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 **September 16, 2016**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **September 30, 2016**. 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 (\$1,000.00)** 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 Seven Hundred Sixty-Two Thousand Seven Hundred Thirty-Four and 00/100 Dollars (\$1,762,734.00), 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-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 TwentyFive 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-6, 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 General Requirements consisting of seven (7) sections..
- 8.10 Technical Specifications.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of Pre-Bid Conference, if any.

8.14 Contract Drawings, consisting of 33 sheets, with each sheet bearing the following general title:

Country Club Road Improvements, Project 14-04.

8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

(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:
(Country Club Road Improvements, Project 14-04)



CONTRACTOR:

ATTEST:

Ramshorn Construction, Inc.
PO Box 2422
Casper, WY 82602

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V.H. McDonald
Title: City Clerk

Charlie Powell
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 Country Club Road Improvements
 Project No. 14-04

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 **September 16, 2016** and completed and ready for final payment not later than **September 30, 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. <u> 1 </u>	Dated <u> 4-16-15 </u>
Addendum No. <u> </u>	Dated <u> </u>

B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

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

TOTAL BASE BID, IN NUMERALS: \$ 1,762,734.⁰⁰

TOTAL BASE BID, IN WORDS: One Million Seven
Hundred Sixty Two Thousand Seven hundred Thirty Four DOLLARS & no/100

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:

RAMSHORN Const. Inc.
P.O. Box 2922
CASPER WY 82602

BF-2

Addendum No. 1 – April 16, 2015

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 April 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: RAMSHORN CONSTRUCTION INC. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Rich Brady (seal)

(Title) PRESIDENT

(Seal)

Attest: Rich Brady

Business Address: _____

RAMSHORN CONSTRUCTION
P.O. BOX 2422
CARRON, WV 26022

Phone Number: _____

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

COUNTRY CLUB ROAD IMPROVEMENTS

ABBREVIATIONS

LF - Linear Foot
SY - Square Yard

EA - Each
FA - Force Account

LS - Lump Sum

BID SCHEDULE BASE BID

Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
1	MOBILIZATION <i>One Hundred Fifty Nine thousand</i> Dollars and <i>Nine Hundred</i> Cents	LS	LUMP SUM	<i>\$ 15,900⁰⁰</i>	<i>\$ 15,900⁰⁰</i>
2	MISCELLANEOUS FORCE ACCOUNT TEN THOUSAND Dollars and ZERO Cents	FA	1	\$10,000.00	\$10,000.00
3	R&R CURBWALK <i>THIRTY FIVE</i> Dollars and <i>05/100</i> Cents	LF	2,780	<i>\$ 35⁰⁰</i>	<i>\$ 97,300⁰⁰</i>
4	R&R CURB AND GUTTER <i>FORTY</i> Dollars and <i>20/100</i> Cents	LF	170	<i>\$ 40⁰⁰</i>	<i>\$ 6,800⁰⁰</i>
5	CURBWALK <i>FORTY ONE</i> Dollars and <i>00/100</i> Cents	LF	310	<i>\$ 41⁰⁰</i>	<i>\$ 12,710⁰⁰</i>
6	R&R CONCRETE VALLEY GUTTER <i>SEVENTY FIVE</i> Dollars and <i>00/100</i> Cents	SY	210	<i>\$ 75⁰⁰</i>	<i>\$ 15,750⁰⁰</i>
7	7" CONCRETE APPROACH <i>Eighty</i> Dollars and <i>00/100</i> Cents	SY	320	<i>\$ 80⁰⁰</i>	<i>\$ 25,600.00</i>
8	COLD MILLING 2" AVERAGE THICKNESS <i>ONE</i> Dollars and <i>80/100</i> Cents	SY	19,500	<i>\$ 1⁸⁰</i>	<i>\$ 35,100.00</i>
9	2" OVERLAY <i>ELEVEN</i> Dollars and <i>50/100</i> Cents	SY	19,500	<i>\$ 11⁵⁰</i>	<i>\$ 224,250.00</i>
10	F&I 2'X8' WHITE CROSSWALK BAR <i>FIVE HUNDRED</i> Dollars and <i>00/100</i> Cents	EA	14	<i>\$ 500⁰⁰</i>	<i>\$ 7,000⁰⁰</i>
11	F&I 4" DOUBLE SOLID YELLOW LANE MARKING <i>TWELVE</i> Dollars and <i>00/100</i> Cents	LF	2,860	<i>\$ 12.00</i>	<i>\$ 34,320.00</i>
12	F&I 4" SOLID WHITE LANE MARKING <i>SEVEN</i> Dollars and <i>50/100</i> Cents	LF	160	<i>\$ 7.50</i>	<i>\$ 1,200.00</i>

13	F&I 24" STOP BAR Six Hundred Dollars and 00/100 Cents	EA	1	\$ 600 ⁰⁰	\$ 600.00
14	18" PVC STORM SEWER PIPE Forty Three Dollars and 80/100 Cents	LF	580	\$ 43.80	\$ 25404.00
15	15" PVC STORM SEWER PIPE Fifty One Dollars and 00/100 Cents	LF	80	\$ 51.00	\$ 4080.00
16	CATCH BASIN Three Thousand Three Hundred Dollars and 00/100 Cents	EA	3	\$ 3300.00	\$ 9900.00
17	STORM MANHOLE Three Thousand Five Hundred Dollars and 00/100 Cents	EA	2	\$ 3500.00	\$ 7000.00
18	R&R CATCH BASIN HOOD AND GRATE One Thousand Dollars and 00/100 Cents	EA	4	\$ 1000 ⁰⁰	\$ 4000 ⁰⁰
19	RELOCATE CATCH BASIN Four Thousand Dollars and 00/100 Cents	EA	1	\$ 4000 ⁰⁰	\$ 4000 ⁰⁰
20	STORM SEWER POINT REPAIR Three Thousand Nine Hundred Dollars and 00/100 Cents	EA	1	\$ 3900 ⁰⁰	\$ 3900.00
21	CONNECT TO EXISTING STORM MANHOLE One Thousand Four Hundred Dollars and 00/100 Cents	EA	1	\$ 1400 ⁰⁰	\$ 1400 ⁰⁰
22	SELECT BACKFILL Twelve Dollars and 00/100 Cents	CY	3250	\$ 12.00	\$ 39,000.00
23	4"/8" ASPHALT PATCH Thirty Seven Dollars and 00/100 - Cents	SY	3425	\$ 37.00	\$ 126,725.00
24	6"/8" ASPHALT PATCH Forty Four Dollars and 09/100 Cents	SY	5910	\$ 44.00	\$ 260,040.00
25	6" PVC WATER Fifty Five Dollars and 00/100 Cents	LF	20	\$ 55.00	\$ 1,100.00
26	8" PVC WATER Thirty Seven Dollars and 00/100 - Cents	LF	6360	\$ 37.00	\$ 235,320.00

27	6" GATE VALVE Two thousand 00/100 and Cents	Dollars	EA	1	<u>\$2000⁰⁰</u>	<u>\$ 2000.00</u>
28	8" GATE VALVE Two Thousand 00/100 and Cents	Dollars	EA	29	<u>\$2000⁰⁰</u>	<u>\$58000.00</u>
29	6" FITTINGS Eight Hundred 00/100 and Cents	Dollars	EA	1	<u>\$800⁰⁰</u>	<u>\$ 800.00</u>
30	8" FITTINGS Nine Hundred 00/100 and Cents	Dollars	EA	17	<u>\$900⁰⁰</u>	<u>\$ 15,300.00</u>
31	CONNECT TO 6" WATER One Thousand Five Hundred twenty five 00/100 and Cents	Dollars	EA	9	<u>\$1525⁰⁰</u>	<u>\$ 13725.00</u>
32	CONNECT TO 8" WATER One Thousand Five Hundred Ninety 00/100 and Cents	Dollars	EA	9	<u>\$1590⁰⁰</u>	<u>\$ 14310.00</u>
33	CONNECT TO 12" WATER Two Thousand Three Hundred Seventy Five 00/100 and Cents	Dollars	EA	1	<u>\$2375⁰⁰</u>	<u>\$2375.00</u>
34	CONNECT TO 20" WATER Four Thousand 00/100 and Cents	Dollars	EA	3	<u>\$4000⁰⁰</u>	<u>\$12,000.00</u>
35	FIRE HYDRANT ASSEMBLY Seven thousand Four hundred 00/100 and Cents	Dollars	EA	16	<u>\$7400⁰⁰</u>	<u>\$ 118400.00</u>
36	RECONNECT 3/4" SERVICE Seven hundred Fifty 00/100 and Cents	Dollars	EA	63	<u>\$750⁰⁰</u>	<u>\$47250.00</u>
37	RECONNECT 1" SERVICE Nine hundred Fifty 00/100 and Cents	Dollars	EA	1	<u>\$950⁰⁰</u>	<u>\$ 950.00</u>
38	RECONNECT 1.5" SERVICE One Thousand Four hundred Fifty 00/100 and Cents	Dollars	EA	2	<u>\$1450⁰⁰</u>	<u>\$ 2900.00</u>
39	RECONNECT 2" SERVICE Two thousand Four hundred Seventy Five 00/100 and Cents	Dollars	EA	1	<u>\$2475⁰⁰</u>	<u>\$ 2475.00</u>
40	FLOWFILL One hundred Seventy Five 00/100 and Cents	Dollars	CY	10	<u>\$1750⁰⁰</u>	<u>\$1750.00</u>

41	LANDSCAPING Sixteen Thousand Dollars and 00/100 — Cents	LS	LUMP SUM	\$16,000.00	\$16,000.00
42	PROJECT SIGNS One Thousand Eight Hundred Dollars and 00/100 — Cents	EA	2	\$1,800.00	\$3,600.00
43	TEMPORARY TRAFFIC CONTROL One hundred two Thousand Dollars and 00/100 — Cents	LS	LUMP SUM	\$102,000.00	\$102,000.00
44	VARIABLE MESSAGE BOARD One hundred Dollars and 00/100 — Cents	DAY	45	\$100.00	\$4,500.00
TOTAL BASE BID (Items 1-44)					
ONE million Seven Hundred Sixty Two Thousand SEVEN Hundred Thirty Four & 00/100 and Cents				Dollars	\$1,762,734.00

**COUNTRY CLUB ROAD IMPROVEMENTS
ADD ALTERNATE #1
ABBREVIATIONS**

LF - Linear Foot
SY - Square Yard

EA - Each
FA - Force Account

LS - Lump Sum
CY - Cubic Yard

Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
ADD ALTERNATE BID					
45	2" OVERLAY WITH FIBER ONE Dollars and 50/100 Cents	SY	19500	\$1.50	\$29,250.00
TOTAL BASE BID (Items 45)					
Twenty Nine Thousand Two Hundred and FIFTY & 00/100 Cents				Dollars	\$29,250.00

RESOLUTION NO. 15-118

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
RAMSHORN CONSTRUCTION, INC., FOR THE COUNTRY CLUB
ROAD IMPROVEMENTS, PROJECT NO. 14-04.

WHEREAS, the City of Casper desires to make utility and surfacing improvements to Country Club Road from East 2nd Street to East 8th Street, and from East 12th Street to East 15th Street; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the Country Club Road Improvements, Project No. 14-04; 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.

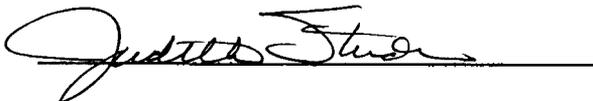
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Ramshorn Construction, Inc., for those services, in the amount of One Million Seven Hundred Sixty-Two Thousand Seven Hundred Thirty-Four Dollars (\$1,762,734).

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 Seven Hundred Sixty-Two Thousand Seven Hundred Thirty-Four Dollars (\$1,762,734), and Eighty-Seven Thousand Two Hundred Sixty-Six Dollars (\$87,266) for a construction contingency account, for a total project amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000).

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

May 1, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, Public Services Director (B)
Kenneth King, Fire Chief
Jason Knopp, P.E., City Engineer /k

SUBJECT: Contract for Professional Services with GSG Architecture
Replacement of Casper Fire Station No. 6, Project No. 15-06

Recommendation:

That Council, by resolution, authorize a contract for professional services with GSG Architecture for design and construction administration services for the Replacement of Casper Fire Station No. 6, Project No. 15-06, in the amount of \$292,990.

Summary:

The City of Casper Fire-EMS Department is one of the City's primary responders for public safety issues. They respond to not only fires, but also to hazardous material incidents, rescue operations, traffic accidents, and medical and weather emergencies. They also provide building inspections, evacuation and emergency management, and public safety training. These services are provided primarily out of the five fire stations located around the Casper community.

Built in the late 1970's, Fire Station No. 6 is located in Paradise Valley off of Valley Drive. Because of its age, the facility is not properly equipped to handle current communication requirements and vehicle configurations.

The City's Engineering Division advertised for Request for Proposals and received two (2) qualified responses. The City conducted interviews April 15, 2015, with staff's recommendation to award the contract to GSG Architecture.

Under the terms of this contract for professional services, GSG Architecture will provide all design and construction administration services necessary to construct the new fire station. Design services include the development of a written program, construction cost estimating, site surveying and layout, and geotechnical investigation. The design will continue through schematic design into the design development phase, and will include all necessary structural, mechanical and electrical components necessary to construct the project. Construction administration services include construction observation and inspection, material testing, field surveying, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed conditions of the project, meetings with the City and contractor, and reviewing and approval of shop and material product data.

Funding for the project will come from 1% #15 funds allocated to the Fire Department.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).

2. GSG Architecture, 606 South David Street, Casper, Wyoming, 82601 (“Consultant”).

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

RECITALS

A. The City is undertaking construction of Fire Station Number 6.

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

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

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

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

1. SCOPE OF SERVICES:

The project includes the construction design and construction administration for a new Fire Station #6 to be located on the empty lot west of Paradise Valley Pool on the corner of Iris Street and Valley Drive. The Consultant understands the purpose of this project is to prepare design documents, assist in bidding, and all construction administrative services to complete the construction of Fire Station #6. The Consultant understands that Three Million Nine Hundred Thousand Dollars (\$3,900,000) is available for this project in its entirety. The budget covers all expenses such as architectural fees, construction improvements and a construction contingency, materials testing, and construction administration.

The Consultant will be responsible for the retention and payment of all its sub-consultants in order to complete the objective of this agreement. These sub-consultants

may include, but are not limited to, geotechnical engineers, civil engineers, mechanical engineers, electrical engineers, and structural engineers.

A. Program Development and Projected Construction Cost Estimate

1. Consultant shall conduct a series of surveys, data collection and meetings to determine the conceptual needs, followed by the development of a written program. The projected construction costs will be developed for all options identified in the written program.
2. The Consultant shall conduct a Geotechnical Investigation for the fire station and parking lot. The consultant will be responsible for hiring and paying for geotechnical services. The geotechnical report shall contain information necessary to construct the fire station and parking lot. Information shall contain, but not be limited to, soil characteristic and engineering properties; soil classification; and, foundation recommendations and pavement sections.
3. The Consultant shall meet with the Owner as necessary during the preliminary design. The purposes of the meetings are to discuss the status of the project, budget, and to review and approve design concepts on the construction drawings and specifications.

B. Schematic Design and Design Development

1. Based on the approved written program, the Consultant shall prepare a schematic design, incorporating the total building elements of the site, structure, and mechanical/electrical systems. The final version of the schematic design shall include color rendered copies of the site plan, floor plans and exterior elevations.
2. The Consultant shall develop and provide detailed construction drawings covering topographic surveys; site removal and layout plan; site grading plan; floor plan and section details, structural details and other details covering room finish schedules, door and frame details, building elevations; foundation and floor framing plans; roof framing and detail plans; schematic drawings and detail sheets associated with electrical, mechanical, air conditioning, gas, water, sewer, and other drawings as necessary to provide complete construction documents. The Consultant shall ensure that the plans are compliant with fire industry standards.
3. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications, construction drawings, and all testing requirements.

4. Consultant shall provide the Owner four (4) copies of the preliminary construction drawings and project manuals for review.
5. The Consultant shall coordinate all AutoCAD requirements to ensure one hundred percent (100%) compatibility with the Owner's CAD system and in accordance of Casper Municipal Code 16.16.020.
6. The Consultant shall prepare a project cost estimate when construction documents are at approximately fifty percent (50%) complete, and two (2) weeks prior to public advertisement.
7. The Consultant shall meet with representatives of the Owner when construction drawings and technical specifications are approximately fifty percent (50%) complete and two (2) weeks prior to public advertisement to review and approve of design concepts.

C. Sub-consultants.

1. The Consultant shall procure all necessary sub-consultants to complete the work, including but not limited to, structural, mechanical, electrical, heating, ventilation, and air conditioning, and civil.
2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

D. Project Manual

1. The Consultant shall prepare Technical Specifications covering the required work for the new building and site plan improvements.
2. The Consultant shall prepare a bid schedule to accompany the Owner's Bid Form.
3. The Consultant shall edit "front-end" documents of project manual supplied by the City Engineering Office. Documents supplied will consist of the EJCDC 1996 edition General Conditions and contract documents; Advertisement for Bids; Instructions to Bidders; Bid Form; Performance and Payment Bond forms; Bid Bond Form; Form of Agreement between Owner and Contractor and, Supplementary Conditions. The Consultant shall review these documents, insert modifications where appropriate, and

return them for final review. After final review by the City, the Consultant shall incorporate all comments into the Project Manual.

E. Bidding Services

1. The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall provide a list of qualified bidders and assist with solicitation to bidders.
3. The Consultant shall conduct a pre-bid meeting, take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
4. The Consultant shall prepare addenda to the bid documents, as required.
5. The Consultant shall assist in the evaluation of bids and award of the contract to the successful bidder.

F. Contract Administration and Observations

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work. Consultant shall take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents. Consultant shall distribute all approved shop drawings to the contractor and owner.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work. Consultant shall create a field observation report for every site visit and submit to owner no less than once a month.
4. Consultant shall provide for, and retain, a sub-consultant for material testing as specified in the Contract Documents.
5. The Consultant shall attend progress meetings every two weeks beginning with the start of construction.

6. The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
7. The Consultant shall review contractor pay requests and advise Owner accordingly with a recommendation to pay.
8. The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the contractor.
9. The Consultant shall maintain a regularly updated set of "as-built" record documents. Consultant shall submit record documents to Owner within thirty (30) days after Substantial Completion as required in the Casper Municipal Code 16.16.020 as "Record Drawings – CASPER FIRE – EMS STATION NO. 6." All submittals shall be dated.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 1st day of November, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount of Two Hundred Ninety-Two Thousand Nine Hundred Ninety Dollars (\$292,990). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:
(Replacement of Fire Station No. 6)

Walke Trench

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Charlie Powell
Mayor

ATTEST:

CONSULTANT:
GSG Architecture
606 South David
Casper WY 82601

By: Debby Ester

By: Lisa M. Hubbard

Printed Name: Debby Ester

Printed Name: Lisa M. Hubbard

Title: Admin Assist.
City of Casper

Title: Vice President/Treasurer

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUB-CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

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

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

11.4 Consultant agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons,

including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

Exhibit A

April 23, 2015

GSGarchitecture

Jason Knopp, P.E., City Engineer
City of Casper Public Services Department
200 N. David Street
Casper, Wyoming 82601

Re: Fee Proposal for Professional Design Services
Replacement of Casper Fire-EMS Station No. 6

Dear Jason and Selection Committee Members:

GSG Architecture has reviewed our fee structure for professional design services for the replacement of Fire-EMS Station No. 6. We were able to reduce the fee by a total of \$16,010. The revised fee as presented is a not-to-exceed total fee and includes the phases as follows:

Proposed Fee:

As compensation for the above services and phases, a **not to exceed total fee of \$292,990.00** is proposed. The following are estimates of the fee allocated for each phase:

Survey and Schematic Design	\$ 30,073.00
Geotechnical Investigation	\$ 6,281.00
Site Plan Submittal and Design Development	\$ 56,917.00
Construction Documents Phase	\$ 72,184.00
Bidding and Contractor Procurement	\$ 10,631.00
Construction Administration thru Final Completion	<u>\$ 87,302.00</u>
Sub-Total	\$263,388.00

Materials, Soils Compaction, & Density Testing \$ 29,602.00

Total Not-To-Exceed Fee **\$292,990.00**

All reimbursable expenses are included in the fees presented for each phase. Please see the attached hourly and reimbursable expense rates for GSG Architecture.

The above fee represents the scope of work which will be delivered over approximately 18 ½ months, not including the monitoring of the one-year warranty period.

I am confident that an agreement can be reached between the City of Casper and GSG Architecture. I look forward to answering any questions that may arise.

Sincerely,



Lisa M. Hubbard, AIA, LEED AP
Project Principal
lhubbard@gsgarchitecture.com

606 S. David Street
Casper, WY 82601

tel: (307) 234.8968
fax: (307) 234.2132

info@
gsgarchitecture.com

SCHEDULE OF COMPENSATION FOR PROFESSIONAL SERVICES

Effective January 1, 2015

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$ 165.00
Project Architect	\$ 130.00
Senior Project Manager	\$ 110.00
Project Manager	\$ 90.00
Intern II	\$ 80.00
Intern I	\$ 65.00
Architectural Staff II	\$ 80.00
Architectural Staff I	\$ 65.00
Administrative Staff	\$ 60.00

Consultant Services:

Consultants will be billed at their cost plus a 10% administrative fee.

Reimbursable Expenses:

Expenses incurred in connection with the project will be billed at cost with no markup. Examples of such expenses include travel, outsourced reproduction costs for final construction documents, conference call telephone services, shipping and postage.

RESOLUTION NO. 15-119

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GSG ARCHITECTURE FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE REPLACEMENT OF CASPER FIRE STATION NO. 6.

WHEREAS, the City of Casper desires to secure a local architectural firm to provide design and construction administration services for the Replacement of Casper Fire Station No. 6, Project No. 15-06; and,

WHEREAS, GSG Architecture is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with GSG Architecture for the services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Agreement, for a total amount not to exceed Two Hundred Ninety-Two Thousand Nine Hundred Ninety Dollars (\$292,990).

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

May 1, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, P.E., Public Service Director
Doug Follick, Leisure Services Director
Jason Knopp, City Engineer

SUBJECT: Agreement with Caspar Building Systems, Inc.
Hogadon Ski Patrol and Maintenance Building Project, No. 14-19

Recommendation:

That Council, by resolution, authorize an agreement with Caspar Building Systems, Inc. (Caspar), for the Hogadon Ski Patrol and Maintenance Building Project, No. 14-19, in the amount of \$1,206,274. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$30,815, for a total project amount of \$1,237,089.

Summary:

On Wednesday, April 8, 2015, one (1) bid was received to construct a new 28' x 56' ski patrol building and a new 50' x 100' maintenance shop foundation. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Caspar Building Systems, Inc.	Casper, Wyoming	\$962,189

The estimate prepared by the Leisure Services Department was \$700,000.

The original proposed project was to construct the ski patrol building in its entirety and complete the site grading, utilities, foundation and floor for the new maintenance shop. Completion of the maintenance building was scheduled for the following year.

Once the bid came in over budget, city staff began to work with Caspar Building Systems, Inc. to value engineer and rescope the project to try and bring it within range of the proposed budget. Caspar added the installation of the pre-engineered building for the maintenance shop to take advantage of the "scale of economy" for the project. Also, there were minor changes to the configuration of the maintenance shop and material layouts resulting in an adjusted base bid of **\$1,206,274**. The adjusted base bid will result in a completed ski patrol building and maintenance shop as part of the Hogadon Facilities.

City Staff has reviewed the bid and finds it complete. The work is scheduled to be completed by October 30, 2015.

Funding for this project will be \$196,089 from 1%#14 Ski Patrol Hut, \$800,000 from 1%#15 allocated to Hogadon, and \$241,000 from General Fund surplus from past projects.

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, hereinafter referred to as the "Owner," and 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 construct a 28' x 56' ski patrol building and a 50' x 100' maintenance shop at Hogadon; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the **Ski Patrol Building and Maintenance Shop, Project 14-19**.

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 **Ski Patrol Building and Maintenance Shop, Project 14-19**, hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by West Plains Engineering, Inc., Civil Engineering Professionals, Inc., Lower Co., P.C., and 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 Substantial Completion shall include all Work required to make the project operational for its intended use including a functioning ski patrol building and concrete work associated with the ski patrol building and maintenance shop floor.
- 3.2 The Work will be substantially completed by October 9, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions October 30, 2015. Final completion shall include the building in place in its entirety, and all utilities and finish work completed.
- 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 Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million Two Hundred Six Thousand Two Hundred Seventy-Four Dollars (\$1,206,274.00), 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-5, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement

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

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the

Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Addenda No. N/A.
- 8.4 Performance and Payment Bonds.
- 8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.7 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.8 Technical Specifications.
- 8.9 Notice of Award.
- 8.10 Notice to Proceed
- 8.11 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.12 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.
- 8.13 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

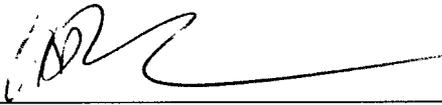
Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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:

(Ski Patrol Building and Maintenance Shop Floor, Project 14-19)



CONTRACTOR:

Caspar Building Systems, Inc.
1975 Old Salt Creek Highway
Casper, Wyoming 82601

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

V.H. McDonald

Charlie Powell

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
March 26, 2015

PROJECT IDENTIFICATION: Ski Patrol Building and Maintenance Shop Floor, Project 14-19

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 October 9, 2015, and completed and ready for final payment not later than October 30, 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>3-26-2015</u>
Addendum No. <u>2</u>	Dated <u>4-03-2015</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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: \$ 962,189

TOTAL BASE BID, IN WORDS: NINE HUNDRED SIXTY TWO THOUSAND ONE HUNDRED EIGHTY NINE DOLLARS.

TOTAL ALTERNATE BID, IN NUMERALS: \$ 944,157

TOTAL ALTERNATE BID, IN WORDS: NINE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED FIFTY SEVEN 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: CASPAR BUILDING SYSTEMS, INC.
1975 OLD SALT CREEK HIGHWAY
CASPER, WY 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 APRIL 8, 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)

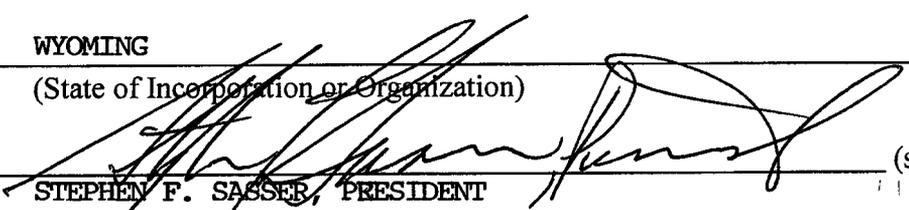
Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

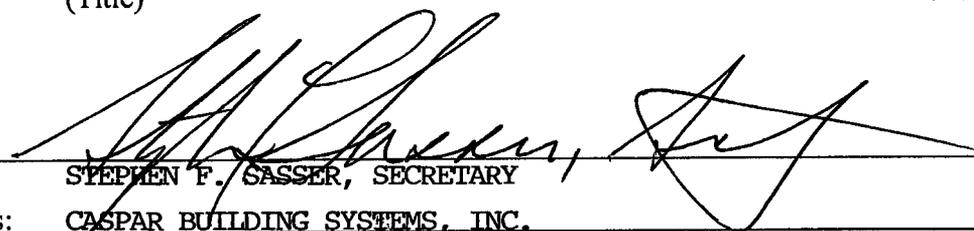
By: CASPAR BUILDING SYSTEMS, INC. (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By:  (seal)
STEPHEN F. SASSER, PRESIDENT

(Title)

(Seal)

Attest: 
STEPHEN F. SASSER, SECRETARY

Business Address: CASPAR BUILDING SYSTEMS, INC.
1975 OLD SALT CREEK HIGHWAY
CASPER, WY 82601

Phone Number: 307-235-5690

A JOINT VENTURE

By: _____ (seal)
(Name)

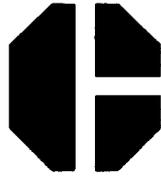
(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venture 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.)

Exhibit A



**CASPAR BUILDING
SYSTEMS, INC.**
GENERAL CONTRACTORS

April 21st, 2015

**CITY OF CASPER
200 N. DAVID ST.
CASPER, WY 82601
ATTN: MR. DOUG FOLLICK**

PROJECT: HOGADON SKI PATROL & MAINTENANCE BUILDING PROJECT

PROJECT ESTIMATE

Mr. Follick-

Per your request today during our meeting at the city offices this proposal is a brief synopsis of the budget figures that would be needed to construct the Hogadon Ski Patrol & Maintenance Buildings on Casper Mountain.

*SKI PATROL & MAINTENANCE BUILDING COMPLETE BUILD-OUT:	\$1,137,274
• Approximate deduct to eliminate soffits at the maintenance building	<\$10,000>
• Deduct to eliminate the full height liner panel to only 8'	<\$7,000>
• Add to install the water lines to the maintenance building (poly pipe)	\$10,000
• Approximate add to use Bridger Steel or equal panels on Ski Patrol Bldg	\$20,000
• Approximate add to install ADA ramps/decks at Ski Patrol Bldg	<u>\$6,000</u>
*REVISED APPROXIMATE TOTAL:	\$1,156,274

Please be advised that these numbers do not include any charges from Rocky Mountain Power for the electrical service to the maintenance building, costs for the snow cat lift to be placed in the building, or an appropriate contingency that the city would deem necessary to be carried on a project of this size. Please add those approximate costs to our numbers when making final decisions regarding this projects budget. Also please keep in mind that schedule is of the

essence at this time to make this project work this year. Building steel will need to be ordered by mid to late May 2015 in order to stay on schedule and have these buildings completed this coming fall as discussed in our meeting today.

Again we would like to thank you for the opportunity on this project. If you have any questions or concerns please do not hesitate to contact us to discuss further.

Wesley J. Hayden, General Manager

Wesley Hayden

Caspar Building Systems, Inc.

1975 Old Salt Creek Highway

Casper, WY 82601

P: 307-235-5690

F: 307-2371815

C: 307-259-3149

E: whayden@casparbuildingsystems.com

W: www.casparbuildingsystems.com

RESOLUTION NO. 15-120

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE HOGADON SKI PATROL AND MAINTENANCE SHOP PROJECT.

WHEREAS, the City of Casper desires to construct a new ski patrol and maintenance shop; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the Ski Patrol and Maintenance Shop Project, No. 14-19; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Caspar Building Systems, Inc., for those services, in the amount of One Million Two Hundred Six Thousand Two Hundred Seventy-Four Dollars (\$1,206,274).

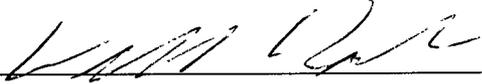
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Million Two Hundred Six Thousand Two Hundred Seventy-Four Dollars (\$1,206,274.00), and Thirty Thousand Eight Hundred fifteen Dollars (\$30,815.00) for a construction contingency account, for a total project amount of One Million Two Hundred Thirty-Seven Thousand Eighty-Nine Dollars (\$1,237,089.00).

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:

(Hogadon Ski Patrol And Maintenance Building, Project 14-19)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

May 11, 2015

MEMO TO: John C. Patterson, City Manager

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



SUBJECT: Acceptance of Grant from the American Society for the Prevention of Cruelty to Animals (ASPCA)

Recommendation:

That Council, by Resolution, accept a grant from the American Society for the Prevention of Cruelty to Animals (ASPCA), in the amount of \$10,000, to be used to purchase stainless steel cat kennels.

Summary:

Metro Animal Services currently utilizes plastic kennels for feral, injured, sick and nursing or pregnant queens. Plastic is difficult to disinfect and can contribute to the spread of disease. This grant will allow for the purchase of one (1) 14' stainless steel kennel bank, consisting of seventeen (17) separate kennels. In 2014, the Shelter had an outbreak of feline pan leukopenia, also known as "cat plague," a severe, highly contagious and often fatal feline disease. Metro called on veterinarians from ASPCA to assist in managing the disease. ASPCA veterinarians visited the Shelter, and offered an assessment of the facility as it pertains to properly disinfecting kennels and vaccinating animals. As a result, Metro was nominated to receive this award in the interest of improved disease management.

Purchase details:

14' stainless steel kennel bank with castors (17 kennels in total) - \$9,224
2 kennel dividers - \$260
Freight - \$864
Total: \$10,348

The overage of \$348 will be funded from Metro Animal Services operations budget.

A Resolution has been prepared for Council's consideration.

RESOLUTION NO. 15-121

A RESOLUTION ACCEPTING A GRANT FROM THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA).

WHEREAS, the City of Casper has been approved for a grant from ASPCA, in the amount of Ten Thousand Dollars (\$10,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from ASPCA; and,

WHEREAS, the City of Casper desires to accept these funds, to be used to fund stainless steel cat kennels.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from ASPCA, in the amount of Ten Thousand Dollars (\$10,000) is hereby accepted.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

April 28, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Michael Szewczyk, IT Manager
Jason Knopp, P.E., City Engineer 
Alex Sveda, P.E. Associate Engineer 

SUBJECT: Agreement with Long Building Technologies, Inc., for
IT Door Security Upgrades, Project No. 15-17

Recommendation:

That Council, by resolution, authorize an agreement with Long Building Technologies, Inc., for the IT Door Security Upgrades Project, in the amount of \$97,905.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,095.00, for a total project amount of \$103,000.00.

Summary:

On Tuesday, April 28, 2015, one (1) bid was received to install door and system hardware to connect miscellaneous doors to the existing City of Casper security system network. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Long Building Technologies	Casper, WY	\$97,905.00

The project includes adding door hardware, access readers and cards, software programming and access controls for added security at the following locations: City Hall IT Server Room, Hall of Justice, Recreation Center, and Police Department Dispatch Center.

Work is scheduled to be completed by August 21, 2015.

Funding for the project will be from Perpetual Care for IT Technologies.

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 Long Building Technologies, Inc., 3534 Salt Creek Highway, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install door and system hardware to connect existing doors to Gallagher Security System; and,

WHEREAS, Long Building Technologies, Inc., is able and willing to provide those services specified as the IT Door Security Upgrades, Project No. 15-17.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the IT Door Security Upgrades, Project No. 15-17, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/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 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 August 14, 2015 and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 21, 2015. Substantial Completion will be accepted once all hardware and system modifications are in place and the system is functioning and operable.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Fifty Dollars

(\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

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 Ninety-Seven Thousand Nine Hundred Five and 00/100 Dollars (\$97,905.00) 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 for the Base Bid only (Bid Items 1 through 26, including Bid Item 1A) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
 - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit

policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

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

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) 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. Three (3) Addendums.
- 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 nine (9) sections.
- 8.10 Special Provisions consisting of three (3) Sections and six (6) 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:

IT Door Security Upgrades, Project No. 15-17
- 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.

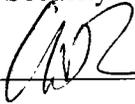
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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:
(IT Door Security Upgrades, Project No. 15-17)



CONTRACTOR:

Long Building Technologies, Inc.,
3534 Salt Creek Highway
Casper WY 82601

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

V. H. McDonald
Title: City Clerk

By: _____

Charlie Powell
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
IT Door Security Upgrades
Project No. 15-17

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by August 14, 2015 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by August 21, 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>4-24-15</u>
Addendum No. <u>2</u>	Dated <u>4-24-15</u>
Addendum No. <u>3</u>	Dated <u>4-27-15</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

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

TOTAL COMBINED BID, IN NUMERALS: \$ 97,905

TOTAL COMBINED BID, IN WORDS: ninety-seven thousand, nine-hundred and five 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 Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: ATTN: Matthew Ramo
3534 Salt Creek Hwy
Casper, WY 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 4-28, 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: LONG Building Technologies, Inc
(Corporation's or Limited Liability Company's Name)

Colorado
(State of Incorporation or Organization)



By: [Signature] (seal)
MARK A BALENT PRESIDENT, CEO
(Title)

(Seal)
Attest: [Signature] Pandora Sluison

Business Address: 5001 S. Zuni St
Littleton, CO 80120

Phone Number: 303-975-2100

A JOINT VENTURE

By: _____ (Name) (seal)

(Address)

By: _____ (Name) (seal)

(Address)

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

BID SCHEDULE
IT DOOR Security Upgrades
PROJECT 15-17

Bid Date: April 28, 2015 at 2 pm

COMPANY NAME: LONG Building Technologies
ADDRESS: 3534 Salt Creek Hwy.
Casper, WY 82601

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

LS = Lump Sum
SY = Square Yard

LF = Linear Feet
CY = Cubic Yard

F&I = Furnish and Install
EA = Each

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization and Bonds	LS	1	1207	1207
1A	Badge Credentials	EA	1000	7.4	7400
2	Door 1-1	LS	1	951	951
3	Door 2-1	LS	1	951	951
4	Door 1-2	LS	1	3307	3307
5	Door 2-2	LS	1	3507	3507
6	Door 3-2	LS	1	3507	3507
7	Door 4-2	LS	1	3107	3107
8	Door 5-2	LS	1	3307	3307
9	Door 6-2	LS	1	3907	3907
10	Door 7-2	LS	1	3307	3307
11	Door 9-2	LS	1	3407	3407
12	Door 11-2	LS	1	3307	3307
13	Door 12-2	LS	1	3307	3307
14	Site 2 Lower Level Access Control Panel and Power Supply	LS	1	5107	5107
15	Site 2 First Floor Access Control Panel and Power Supply	LS	1	5972	5972
16	Doors 1-3 and 1-3A	LS	1	4632	4632
17	Doors 2-3 and 2-3A	LS	1	4632	4632
18	Site 3 Ice Arena Access Control Panel and Power Supply	LS	1	5147	5147
19	Site 3 Recreation Center Access Control Panel and Power Supply	LS	1	6337	6337
20	Site 3 Lockdown Fixed Location Alarm Transmitter	Ea	2	799	1598
21	Door 1-4	LS	1	2857	2857
22	Door 2-4	LS	1	2857	2857
23	Door 3-4	LS	1	2857	2857
24	Door 4-4	LS	1	2857	2857
25	Door 5-4	LS	1	3035	3035
26	Site 4 Access Control Panel and Power Supply	LS	1	5538	5538
Total Base Bid (Addition of items 1-26)					97905

Total Base Bid: Ninety-seven-thousand, nine-hundred and five dollars Dollars (\$ 97,905)

RESOLUTION NO. 15-122

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LONG BUILDING TECHNOLOGIES, INC., FOR THE IT DOOR SECURITY UPGRADES AT CITY HALL.

WHEREAS, the City of Casper desires to install door and system hardware to connect miscellaneous doors to the existing City of Casper security system network; and,

WHEREAS, Long Building Technologies, Inc., is able and willing to provide those services specified as the IT Door Security Upgrades, Project 15-17; 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 Five Thousand Ninety-Five Dollars (\$5,095.00), and other project administration related change orders that do not substantially alter the scope of the project.

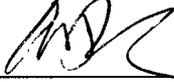
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Long Building Technologies, Inc., for those services, in the amount of Ninety-Seven Thousand Nine Hundred Five and 00/100 Dollars (\$97,905.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Ninety-Seven Thousand Nine Hundred Five and 00/100 Dollars (\$97,905.00), and Five Thousand Ninety-Five and 00/100 Dollars (\$5,095.00) for a construction contingency account, for a total price of One Hundred Three Thousand and 00/100 Dollars (\$103,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Ninety-Five Dollars (\$5,095.00), 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

April 28, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Agreement with Wayne Coleman Construction, Inc.
Kelly Drive Storm Sewer Upgrades, Project No. 14-47

Recommendation:

That Council, by resolution, authorize an agreement with Wayne Coleman Construction, LLC, for construction of the Kelly Drive Storm Sewer Upgrades, Project No. 14-47, for the base bid amount of \$135,307. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$9,693, for a total project amount of \$145,000.

Summary:

On April 28, 2015, bids were received from five (5) contractors for construction of the Kelly Drive Storm Sewer Upgrades Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Wayne Coleman Construction, Inc.	Mills, Wyoming	\$ 135,307
Grizzly Excavating & Construction Installation & Service Company	Casper, Wyoming	\$ 145,810
Treto Construction	Mills, Wyoming	\$ 147,990
71 Construction	Casper, Wyoming	\$ 168,930
		\$ 174,594

The Engineering Office estimate for the project was \$125,000.

The City of Casper was made aware of a localized flooding problem in recent years in the 1500 block of South Kelly Drive. The undersized storm sewer system results in common flooding of garages and basements of a few homes and also has caused swamped cars to be overwhelmed in recent years with the need for emergency services response and dangerous conditions.

Plans for the project include the addition of a 24-inch (24") storm sewer main from 1520 Kelly Drive to 15th Street and then eastward to Long Drainage. Appropriate catch basins and manholes will be added to alleviate this area of flooding. Construction of the improvements is to be completed by September 11, 2015.

Funding for the project will be from 1%#14 funds for Stormwater Projects.

A resolution is prepared for Council's consideration.

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

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

WHEREAS, the City of Casper desires to upgrade a segment of storm sewer main near Kelly Drive; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the City of Casper, Kelly Drive Storm Sewer Upgrades, Project 14-47.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Kelly Drive Storm Sewer Upgrades, Project 14-47.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 4, 2015, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 11, 2015.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Thirty-Five Thousand Three Hundred Seven Dollars (\$135,307), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. None.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: Kelly Drive Storm Sewer Upgrades - Sheets 1-5

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:
(Kelly Drive Storm Sewer Upgrades, Project 14-47)

DATED this _____ day of _____, 2015.

ATTEST:

CONTRACTOR:
Wayne Coleman Construction, Inc.
PO Box 2440
Mills, WY 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

V.H. McDonald

Charlie Powell

Title: City Clerk

Title: Mayor

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: \$ 135,307.00
TOTAL BASE BID, IN WORDS: One Hundred Thirty Five Thousand Three Hundred Seven and zero 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: Wayne Coleman Construction, Inc.
PO Box 2440
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 April 28, 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: Wayne Coleman Construction, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)
Seth M. Coleman, President
(Title)

(Seal)

Attest: [Signature]

Business Address: Wayne Coleman Construction, Inc.
1898 Melodi Lane
Casper, WY 82601

Phone Number: 307-265-3158

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
KELLY DRIVE STORM SEWER UPGRADES
 Project No. 14-47

Bid Date: April 28, 2015

COMPANY NAME: Wayne Coleman Construction, Inc.

ADDRESS: 1898 S Melodi Lane, Casper, WY 82601

Mailing: PO Box 2440, Mills, WY 82644

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
 SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	12,722.00	12,722.00
2	F&I New 24" PVC Storm Sewer Pipe	LF	670	52.00	34,840.00
3	F&I New 15" PVC Storm Sewer Pipe	LF	50	98.50	4,925.00
4	F&I New 48" Diameter Storm Sewer Manhole	EA	1	3,200.00	3,200.00
5	F&I New 60" Diameter Storm Sewer Manhole	EA	1	6,900.00	6,900.00
6	F&I Concrete Diamond for Storm Sewer Manhole (5'x5')	EA	2	850.00	1,700.00
7	Connect to Existing Storm Sewer Manhole	EA	1	750.00	750.00
8	F&I New Storm Sewer Catch Basin (Depths Vary)	EA	4	3,250.00	13,000.00
9	F&I Pipe Bedding & Encasement Material	CY	250	16.00	4,000.00
10	R&R Existing Asphalt Pvmt. and 9" Grading "w" Base Course	SY	280	39.00	10,920.00
11	R&R 4' Wide Concrete Sidewalk	LF	300	24.00	7,200.00
12	R&R 30" Wide Concrete Curb & Gutter	LF	30	35.00	1,050.00
13	R&R Concrete Curb/Gutter/Sidewalk for ADA Ramp (Kelly)	EA	2	2,000.00	4,000.00
14	R&R Concrete Curbwalk & Fillet for ADA Ramp (Trojan)	EA	2	2,000.00	4,000.00
15	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	4	350.00	1,400.00
16	Reset Residential Sprinkler Systems	LS	1	2,000.00	2,000.00
17	Landscaping & Tree Trimming	LS	1	12,000.00	12,000.00
18	F&I Temporary Traffic Control	LS	1	7,700.00	7,700.00
19	Erosion & Sedimentation Control Implementation	LS	1	1,500.00	1,500.00
20	Erosion & Sedimentation Control SWPPP	LS	1	1,500.00	1,500.00
TOTAL BASE BID					135,307.00

RESOLUTION NO. 15-123

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE KELLY DRIVE STORM SEWER UPGRADES, PROJECT NO. 14-47.

WHEREAS, the City of Casper desires to perform a storm sewer extension to alleviate flooding near 1520 Kelly Drive; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the Kelly Drive Storm Sewer Upgrades, Project 14-47; 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 Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wayne Coleman Construction, LLC, for those services, in the amount of One Hundred Thirty-Five Thousand Three Hundred Seven and 00/100 Dollars (\$135,307.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Thirty-Five Thousand Three Hundred Seven and 00/100 Dollars (\$135,307.00), and Nine Thousand Six Hundred Ninety-Three and 00/100 Dollars (\$9,693.00) for a construction contingency account, for a total price of One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(Kelly Drive Storm Sewer Upgrades, Project 14-47)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Charlie Powell
Mayor

April 27, 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: Amendment #1 to the Agreement with The Slide Experts for the Aquatic Center Slide Resurfacing Project 14-43

Recommendation:

That Council, by resolution, authorize Amendment #1 to the agreement with The Slide Experts, for the Aquatic Center Slide Resurfacing Project No. 14-43, in the amount of \$10,500.

Summary:

The re-coating of the waterslide tower was removed from the original scope of work in order to best evaluate alternative options. After investigating other options, it was decided to add the coating work to The Slide Experts contract. Work is scheduled to be completed by June 13, 2015.

Funding for the project will be from FY15 1%#14 funds budgeted for Aquatic Center Improvements.

A resolution is prepared for Council's consideration.

AMENDMENT NO. 1
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE
CITY OF CASPER
FOR THE
AQUATIC CENTER SLIDE RESURFACING
PROJECT NO. 14-43

The City of Casper, Owner, hereby authorizes Amendment No. 1 to the Contract for Professional Services with The Slide Experts for the Aquatic Center Slide Resurfacing Project, No. 14-43, dated December 2, 2014, to extend the amount of compensation to the Contractor by a sum not to exceed Ten Thousand Five Hundred Dollars and 00/100 (\$10,500.00). The total amount of compensation for the contract, including this Amendment, shall not exceed Forty-Seven Thousand Five Hundred Dollars and 00/100 (\$47,500.00) without written approval from the Owner.

After the Requests for Proposals were received and a contract executed with The Slide Experts, it was decided that the slide stairs and support structure will need to be re-coated during construction.

Amendment No. 1, as described herein, is agreed to and accepted by the parties executing below:

For the Owner, the City of Casper,

dated this _____ day of _____, 2015.

By: _____
Charlie Powell

Title: Mayor

Attest: _____
V.H. McDonald

Title: City Clerk

For the Contractor, The Slide Experts

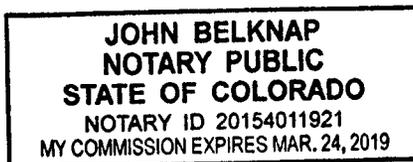
dated this 4th day of May, 2015.

By: _____
James G. Gaudin

Title: Owner/President

Attest: _____
J. Belknap

Title: Notary Public



RESOLUTION NO. 15-124

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE SLIDE EXPERTS, FOR THE AQUATIC CENTER SLIDE RESURFACING, PROJECT NO. 14-43.

WHEREAS, the City of Casper desires to change the scope of work for the Aquatic Center Slide Resurfacing, Project No. 14-43; and,

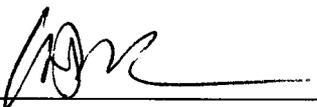
WHEREAS, The Slide Experts is able and willing to provide those services, specified as Amendment No. 1 to the agreement for re-coating the waterslide tower for the Aquatic Center Slide Resurfacing, Project No. 14-43, and further described therein.

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, Amendment No. 1 to the agreement with The Slide Experts, for re-coating the waterslide tower for the Aquatic Center Slide Resurfacing Project No. 14-43, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total Amendment No. 1 amount of Ten Thousand Five Hundred Dollars (\$10,500.00), for a total price not to exceed Forty-Seven Thousand Five Hundred Dollars (\$47,500.00).

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

May 1, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Contract for Professional Services with International Coliseums Company
Casper Events Center Storage Building, Project No. 15-25

Recommendation:

That Council, by resolution, authorize a contract for professional services with International Coliseums Company (ICC), for architectural design and construction administration services for the Casper Events Center Storage Building, Project No. 15-25, in the amount of \$125,000.

Summary:

The City of Casper owns and operates the Casper Events Center (CEC), located at 1 Events Drive, which was built and opened in 1982. Since then the CEC has increased the number and variety of events performed at the venue. Many of these events require a specific set of props and equipment (basketball, volleyball, indoor football, hockey, monster trucks, CNFR, and all staged events). Because of this the storage areas built in the facility's original design have been used to capacity.

It is proposed to build the new CEC Storage Building along the southwest side of the existing facility. The new storage building will be a stand-alone structure set approximately 30 feet back and parallel to the existing facility. The new storage building will be roughly 30'x125'. The site design shall also include relocation of a small stormwater detention area. The Consultant will analyze costs, accessibility, operations and opportunities for energy conservation.

ICC demonstrated the highest level of expertise in architectural, engineering, and project management services.

The estimated construction cost for the Casper Events Center Storage Building is \$500,000, and the project is scheduled for completion in April 2016.

Funding for this project will be from previously unallocated 1%#14 Funds.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 19th day of May, 2015, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. International Coliseums Company, 14301 North 87th Street, Suite 213, Scottsdale, Arizona, 85260 (“Consultant”).

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

RECITALS

- A. The City is undertaking a new storage building for the Casper Events Center.
- B. The project requires professional services for architectural design and construction administration services.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

The Consultant shall understand the purpose of this contract is to prepare design documents so that the project can be publicly bid in accordance with State Statutes for construction of a new storage facility for the Casper Events Center. The Consultant understands that five hundred thousand dollars (\$500,000) is available for this project. The budget covers all expenses such as architectural/engineering fees, construction improvements and a construction contingency. The City recommends that a construction contingency of ten percent (10%) be set aside for this project.

The Consultant shall provide design, permitting, bidding services, construction administration, and project close-out and as-builts. The Consultant will be responsible for the retention and payment of all subconsultants in order to complete the objectives of this project. These subconsultants may include, but not be limited to, geotechnical engineers, civil engineers, mechanical engineers, electrical engineers, and structural engineers.

A. Development, Schematic Design and Design Development Phases

1. The Consultant shall prepare a conceptual floor plan layout of the new storage building to be reviewed and approved by the City prior to commencing with subsequent design.
2. The Consultant shall complete a site survey of the existing site. The site survey shall consist of a site topographic survey with site elevations and topographic features. The consultant shall be responsible for hiring and paying for these services.
3. The Consultant shall conduct a Geotechnical investigation for the existing site, containing information necessary to construct the proposed facility. Information shall contain, but not be limited to, soil characteristics and engineering properties, soil classification, and foundation recommendations. The consultant shall be responsible for hiring and paying for these services.
4. The Consultant shall prepare a preliminary plan. The preliminary plan shall move beyond the conceptual design developed and shall contain information such as final floor elevations, exact underground utility locations and general use arrangements.
5. The Consultant shall meet regularly with the City during preliminary design to discuss project status and for City review and approval of design concepts on the construction drawings and specifications.

B. Final Design Phase

1. The Consultant shall develop and provide detailed construction drawings covering topographic surveys; site removal and plan layout; site grading plan; landscaping plan; site utilities plan; floor plan and section details, structural details and other details covering room finish schedules, door and frame details, building elevations; foundations and floor framing plans; roof framing and detail plans; schematic drawings and detail sheets associated with electrical, mechanical, air conditioning, gas, water, sewer, power, surface water storm drainage and other drawings necessary to provide complete construction documents.

2. The Consultant shall conduct final field surveys to collect topographic data, existing utilities and surface elevations necessary for preparation of detailed construction documents for the facility.
3. The Consultant shall make recommendations for piping, valves, meters, pumps, lighting, HVAC equipment, etc. that may utilize energy efficiency and related measures. Consultant shall meet with the Rocky Mountain Power representative to coordinate supporting efforts for the Energy FinAnswer rebate program for which the City may qualify.
4. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications and construction drawings.
5. All final construction drawings shall be plotted on reproducible bond paper, 24"x36" in size.
6. The Consultant shall provide the City with four (4) copies of the preliminary construction drawings and project manuals for review by the City personnel.
7. The Consultant shall coordinate all AutoCAD requirements to ensure one hundred percent (100%) compatibility with the City's CAD system. Final bid documents and drawings shall be provided to the City in AutoCAD and PDF format.
8. The Consultant shall prepare a project cost estimate when construction documents are approximately fifty percent (50%) complete, and two (2) weeks prior to public advertisement.
9. The Consultant shall meet with representatives of the City when construction drawings and technical specifications are approximately fifty percent (50%) complete and two (2) weeks prior to public advertisement to review and approve of design concepts.

C. ComputerAided Drafting Format

1. The Consultant shall prepare final drawings on a computer aided drafting format. Digital format shall be in AutoCAD and PDF and be compatible with existing City system.

D. Project Manual

1. Consultant shall prepare Technical Specifications covering the required work for the Casper Events Center Storage Building Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the "City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany City's Bid Form.
 - c. Edited by the Consultant "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review.
5. The Consultant shall affix his professional architect's/engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

E. Subconsultants

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

F. Advertising and Bidding Phase

1. The Consultant shall send advance notice of the project to interested bidders.

2. The Consultant shall prepare Advertisement for Bids and furnish to the City for publication.
3. All distribution of Bidding Documents, including addenda, shall be done through the City's QuestCDN online service.
4. The Consultant shall provide Bidding Documents to plan centers located in Casper, Cheyenne, Salt Lake, and Denver.
5. The Consultant shall provide Bidding Documents to contractors who request sets.
6. The Consultant shall arrange for and conduct a prebid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan-holders sheet.
7. The Consultant shall prepare and distribute addenda, if necessary.
8. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
9. The Consultant shall provide a written opinion to the City Engineering Office stating a recommendation regarding the bids.

G. Construction Phase:

1. The Consultant shall schedule and conduct a Pre-Construction Meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work.
2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work.
4. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
5. The Consultant shall provide for, and retain, a subconsultant for material testing as specified in the Contract Documents.
6. The Consultant shall schedule and conduct Progress Meetings.

7. The Consultant shall issue necessary interpretations and clarifications of the Contract Documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
8. The Consultant shall review Contractor pay requests and advise City accordingly.
9. The Consultant shall prepare a punchlist upon project completion and shall schedule and conduct a final project review of punchlist items addressed by the Contractor.
10. The Consultant shall maintain a regularly updated set of "as-built" record documents. Consultant shall submit record documents to City within thirty (30) days after Substantial Completion in the form of one (1) reproducible set of Record Drawings on bond paper and in AutoCAD and PDF format on one set of compact disks labeled as "Record Drawings – CASPER EVENTS CENTER STORAGE BUILDING, PROJECT NO. 15-25." All submittals shall be dated.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of April, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Twenty-Five Thousand Dollars (\$125,000).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:
(Casper Events Center Storage Building)

[Signature]

ATTEST:
(Casper Events Center Storage Building)

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS

CONSULTANT
International Coliseums Company
14301 North 87th Street, Suite 213
Scottsdale, Arizona 85260

By: [Signature]

By: [Signature]

Printed Name: Robert Tamborski
Title: Vice President and Director

Printed Name: Rick Kozuback
Title: President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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



City of Casper
Public Services Department
City Engineering Division
200 North David
Casper, WY 82602

April 30, 2015

**Re: Request for Proposals (“RFP”) Architectural/Engineering Services for
Casper Events Center Storage Building**

Scott,

Further to our most recent discussion related to a reduction in design fees for the above referenced RFP, ICC re-contacted JKS engineering about their cost for civil engineering and surveying. After further review of their proposed scope (assuming no utilities are to be moved or added for this non-sprinkled building), JKS provided a lower budget number for our consideration.

In addition, ICC received updated budget figures from GSG regarding their project timeline and their proposed fees.

All consultants have confirmed that they are able to meet our proposed schedule and they have reviewed their anticipated costs based on our understanding of what is needed for this specific project.

The budget for ICC and its consultants to furnish the design and construction administrative services for the Casper Events Center storage building is a not to exceed amount of \$ 125,000.00. This figure includes all reimbursable costs.

Our project management services will include development of the scope of work, project manual, and solicitation of bid proposals, analysis / contractor negotiations, control budget, and the approval of all contractor invoices for payment while maintaining project schedule. Progress reports including cost analysis will be prepared monthly.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Tamborski".

Bob Tamborski
Director of Project Management

RESOLUTION NO. 15-125

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH INTERNATIONAL COLISEUMS COMPANY FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CASPER EVENTS CENTER STORAGE BUILDING PROJECT.

WHEREAS, the City of Casper desires to secure an architectural firm to provide engineering design and construction administration services for the Casper Events Center Storage Building Project; and,

WHEREAS, International Coliseums Company is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with International Coliseums Company in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

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

May 4, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Contract for Professional Services with SCS Aquaterra for Non-Methane Organic Compound (NMOC) Emissions, Tier II Testing
City of Casper Balefill, Project 14-57

Recommendation:

That Council, by resolution, authorize a contract for professional services with SCS Aquaterra for the City of Casper NMOC Tier II Testing at the Closed Balefill Project, in the amount of \$24,304.

Summary:

In accordance with Wyoming Department of Environmental Quality Air Quality Division (WDEQ-AQD) regulations, solid waste landfills with a permitted capacity greater than 2.5 million mega-grams, or a million cubic yards capacity, must comply with air emissions standards for Non-Methane Organic Compounds (NMOCs). The City of Casper closed balefill and the new Casper Regional Landfill permitted capacity makes it subject to those regulations.

The regulations require landfills with a million cubic yard capacity or greater to install a gas collection and control system unless site specific air emissions testing is performed to confirm air emissions are below the maximum allowable USEPA limit of fifty (50) mega-grams per year. In October 2010, the City of Casper was tested in accordance with regulations and determined to be well below the USEPA maximum air emission levels per year. Regulations require that the facility be retested at five-year (5) year intervals. This project will satisfy that requirement and provide a new base line for annual emissions calculations.

The scope of the project consists of sampling at gas vents already installed at the closed balefill. The gas vents at the closed balefill are near the surface, just below the liner to protect the liner from gas. Some of the gas vents are at depths where the vent is located in garbage, which is ideal for gas sampling. No penetrations will be allowed in the closed Balefill cap for sampling.

The City released a Request for Proposals to perform this project in early April 2015. Two (2) proposals were received; SCS Aquaterra for \$24,304, and Solid Waste Professionals of Wyoming for \$70,964.

SCS Aquaterra performed the NMOC testing for the City in 2005 and 2010 and has excellent qualifications. City staff recommends awarding the contract to SCS Aquaterra.

Funding for the project will be from the current fiscal year 2015 Balefill operational budget.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2015, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. SCS Aquaterra, 7311 West 130th, Suite 100, Overland Park, Kansas, 66213 ("Contractor").

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

RECITALS

A. The City is undertaking Tier II Non-Methane Organic Compound (NMOC) Emissions Testing, Project No. 14-57, hereinafter referred to as the "Project;" and,

B. The project requires professional services for sampling and reporting landfill gas emission testing to the Wyoming Department of Environmental Quality (WDEQ).

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project and as provided in Exhibit A:

Task 1: Coordinate and Participate in a Project Setup Meeting Conference Call and Develop Work Plan

The Contractor shall prepare a draft meeting agenda for the City's review. The Contractor shall finalize the agenda with any requested City changes and arrange a day, time and conference call-in within one (1) week of contract award. The Contractor shall participate in a project setup meeting conference call with the City, the City's representative and the WDEQ Air Quality Division (AQD) staff.

Contractor shall prepare a sampling work plan for the City and its designated representative to review and approve. The work plan shall include a safety plan with level D personal protective procedures. Once the work plan is approved by the City the Contractor shall submit the work plan to WDEQ AQD staff for final approval.

Task 2 & 3: Conduct Sample Collection and Sample Analysis

The Contractor shall conduct sample collection and analysis as defined in the WDEQ AQD staff approved work plan. The Contractor shall select a subcontract driller with City written approval. The Contractor shall coordinate all sample collection activities with the City's designated landfill gas construction quality assurance manager.

Task 4: Prepare and Submit Report

Following receipt of the laboratory analytical results the Contractor shall calculate an average NMOC concentration with the collected site specific NMOC concentration data. The Contractor shall use the calculated average NMOC concentration to re-calculate the Tier II NMOC emission rate. The Contractor shall then prepare a report table of contents for the City and its representative to review and approve. Once the City approves the report table of contents the Contractor shall prepare a draft Tier II report to the City for review and approval prior to submitting the report to WDEQ/AQD staff.

The Contractor shall provide to the City an electronic copy of all field notes, drilling logs, and analytical data. In addition, the Contractor shall provide the City one (1) hard copy of the report and one (1) electronic copy of the report in Microsoft Word. The Contractor shall provide a minimum of three (3) hard copies of the report to WDEQ/AQD including a copy to the United States Environmental Protection Agency (USEPA), Region VIII.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 20th day of July, 2015. NMOC sampling shall be complete no later than June 29, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Four Thousand Three Hundred Four Dollars (\$24,304).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

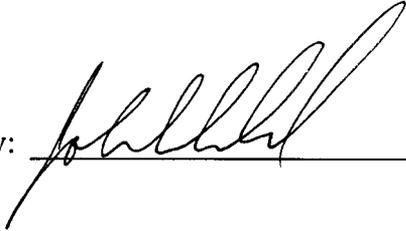
V.H. McDonald
City Clerk

Charlie Powell
Mayor

WITNESS:

CONTRACTOR:

SCS Aquaterra
7311 W. 130th Street, Suite 100
Overland Park, Kansas 66213
(913) 681-0030

By: 

By: 

Printed Name: John Rockhold

Printed Name: Doug Doerr

Title: Project Director

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$1,000,000

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

EXHIBIT A

SCOPE OF SERVICES & FEES

TASK 1 CONFERENCE CALL & DEVELOP WORK PLAN

SCS Aquaterra will prepare a draft meeting agenda for the City's review. SCS Aquaterra will finalize the agenda with any requested City changes and arrange a day, time and conference call within one (1) week of contract award. The project setup meeting conference call will include the City, the City's representative and the WDEQ Air Quality Division (AQD) staff.

SCS Aquaterra will prepare a Tier 2 NMOC Testing Work Plan for review by the City and WDEQ/AQD. The Work Plan will include a detailed discussion of the proposed approach to the project including field methods and sampling protocol. SCS Aquaterra will also request written approval of the Work Plan by WDEQ/AQD to confirm that a combination of sampling from the gas vents located on the Balefill and probes on the Casper Regional Landfill meets the Tier 2 testing requirements of NSPS.

SCS understands that the Balefill stopped receiving waste in the spring of 2009 and that all 107 acres are subject to testing. SCS is also aware that 26 acres of the Casper Regional Landfill have received waste, and that approximately 20 of those acres have retained waste for at least two years and are eligible for testing. In accordance with 40 CFR 60.754(a)(3), a minimum of 2 samples probes per hectare (roughly 4 probes per 5 acres) of landfill surface with waste two years or older is required, up to a maximum of 50 sample probes. Therefore, this proposal and the Work Plan will be based on a total of 127 acres subject to testing, which requires a maximum of 50 sample probes. The Regional Landfill covers approximately 15 percent of the affected area and will be sampled utilizing surface probes. The remaining 85 percent of the subject area is in the Balefill and will be sampled through the passive gas vents. Therefore, gas samples will be collected from approximately 8 surface probes (15 percent of the maximum 50 required) and 42 passive gas vents (85 percent of the maximum 50 required) for Tier 2 testing.

TASK 2 & 3 SAMPLE COLLECTION & SAMPLE ANALYSIS

One landfill gas sample will be collected from approximately 42 of the passive gas vents and 8 gas probes in general accordance with the requirements of 40 CFR 60.754(a)(3). Gas samples will be withdrawn into specially prepared and evacuated 6L Summa® canisters. Samples will be collected using a purge and sampling train. For the Balefill, the purge and sample train will be connected to select passive gas vents through the quick connect port located on the vent. For the Regional Landfill, the landfill gas will be sampled using a Geoprobe® System with steel probe rods pushed a minimum of three feet into the waste. The steel probes are a modification from the stainless steel probe specified in Method 25C and has been accepted by the EPA and will provide a representative sample. The steel probe will be equipped with a sampling head and an expendable drive point to allow driving the probe into the waste. At the desired depth, the probe rod will be withdrawn approximately six inches leaving the expendable point at depth and allowing the end of the sampling head to be open. Polyethylene tubing will then be inserted

through the rods and threaded onto the sampling head for collecting the gas sample. Both of these sampling procedures have been used successfully by SCS during previous NMOC testing at Casper's Solid Waste Facility.

The purge and sampling train includes a 3-way purge/sample valve, portable landfill gas analyzer, constant rate flow controller and vacuum gauge. A modification to Method 25C which reduces the potential for error will be the use of a constant rate flow controller instead of using a rotameter. The rotameter is not required when using a constant rate flow controller because the flow rate is pre-determined and cannot be changed in the field. Each Summa[®] canister will have its own flow controller for which the constant rate flow will be set at 100 mL/min to 250 mL/min at the laboratory prior to shipment.

Prior to sampling, the tubing and sampling train will be purged using a Landtec model GEM-2000 portable landfill gas analyzer. A minimum of two tubing and sampling train volumes will be purged prior to sampling. During purging, the GEM-2000 will be used to determine methane content, carbon dioxide content, oxygen content, and "balance" gas (primarily nitrogen). These parameters are used to determine if the gas being collected will meet the QA/CQ requirements of Method 25C. If the "balance" gas is below 20 percent, the gas being collected will be considered representative of landfill gas and a sample will be collected. If the "balance" gas is above 20 percent, but the oxygen content is below five percent, the gas is still considered as being representative of the landfill gas and a sample will be collected. Methane, oxygen, carbon dioxide and "balance" gas (nitrogen) content will be recorded prior to sample collection and following sample collection. Costs provided herein assume that the gas at the passive gas vents will meet the QA/QC requirements of Method 25C. If the gas encountered does not meet the requirements, SCS Aquaterra will coordinate with the City and WDEA/AQD, as necessary, to determine the appropriate actions to take.

A 1-liter landfill gas sample will be drawn through the flow controller into the Summa[®] canister at a constant rate of 100 mL/min to 250 mL/min. The sample will be collected over a duration of 4 to 10 minutes depending on the controller to insure the collection of at least one liter. The vacuum pressure readings on the canister will be recorded before and after sample collection. Following sample collection the methane, carbon dioxide, oxygen and nitrogen contents will be recorded again to assure landfill gas was sampled throughout the duration of the sample collection. In addition, time, ambient temperature and atmospheric pressure will be recorded for each sampling location.

The gas samples from four gas vents or four probes will be collected and composited in a 6-liter Summa canister. The Summa canisters will be transported to Air Technology Laboratories, Inc of Industry, California using standard SCS Aquaterra chain-of-custody procedures and analyzed for NMOC using EPA Method 25C. In addition to the NMOC analysis, the percent nitrogen and oxygen will be determined using EPA Method 3C. The presence of nitrogen and/or oxygen indicates infiltration of ambient air into the gas sample. If the concentration of nitrogen and oxygen are greater than 20 percent and 5 percent, respectively, the sample is unacceptable. EPA Method 3C also provides concentrations of methane and carbon dioxide.

TASK 4 REPORT PREPARATION & SUBMITTAL

Following receipt of the laboratory analytical results, an average NMOC concentration will be calculated and the Tier 2 NMOC emission rate re-calculated using the site specific NMOC concentration data. SCS Aquaterra will prepare a Tier 2 report for submission to the WDEQ/AQD to present the results of the NMOC testing and the re-calculated NMOC emission rate for the landfill. The general report will include the following sections:

- 1.0 Introduction
- 2.0 Field Sampling Activities
- 3.0 Summary of Tier 2 Test Results
- 4.0 Tier 2 Modeling and NMOC Emission Rate Results
- 5.0 Quality Assurance / Quality Control
 - Figures and Tables
 - Appendices
 - a. Field Data / Information
 - b. Laboratory Data
 - c. Landfill Gas Emissions Model Output

The field sampling activities will restate the work plan with identification of deviations and clarifications as necessary. The summary of Tier 2 test results will be presented in a table format. The Tier 2 model section will discuss input and present the re-calculated NMOC emission rate for the landfill.

FEES

Our Lump Sum Fee for this project is summarized below.

Task	Tier 2 Testing Task Descriptions	Cost
1	Tier 2 NMOC Conference Call & Work Plan	\$ 1,944.00
2	Tier 2 NMOC Sample Collection	\$14,185.92
3	Tier 2 NMOC Sample Analysis	\$ 5,335.50
4	Tier 2 NMOC Report Preparation & Submittal	\$ 2,838.00
	TOTAL	\$24,303.42

Our cost estimating spreadsheet is provided along with the basic assumptions for each task. SCS's standard 2015 Fee schedule is also provided and shall remain valid through December 2015.

Casper Bafefill & Regional LF
Tier 2 Sampling and Analysis
Casper, Wyoming
City of Casper Wyoming
April 21, 2015

		..RATE..	x	QUANTITY	UNIT	=	COST
Task 1: Tier 2 Work Plan							
Personnel							
Project Administrator	\$ 75.00	x	2	hours	=	\$	150.00
Senior Project Professional	\$ 125.00	x	8	hours	=	\$	1,000.00
Project Director	\$ 165.00	x	4	hours	=	\$	660.00
Personnel Subtotal:						\$	1,810.00
Expenses							
CADD Equipment	\$ 20.00	x	2	per hour	=	\$	40.00
Report Copies	\$ 25.00	x	3	each	=	\$	75.00
1% Telecommunication/Office Fee	\$ 19.00	x	1	lump sum	=	\$	19.00
Expenses Subtotal:						\$	134.00
Task 1 Total:						\$	1,944.00

Task 1 Assumptions

Assumes Tier 2 Work Plan will be approved by WDEQ with no revisions required.
If revisions are required additional costs may be applicable.

		..RATE..	x	QUANTITY	UNIT	=	COST
Task 2: Tier 2 Sample Collection							
Personnel							
Senior Technician	\$ 75.00	x	40	hours	=	\$	3,000.00
Staff Professional	\$ 90.00	x	56	hours	=	\$	5,040.00
Senior Project Professional	\$ 125.00	x	2	hours	=	\$	250.00
Project Director	\$ 165.00	x	2	hours	=	\$	330.00
Personnel Subtotal:						\$	8,620.00
Expenses							
Expendable Field Supplies	\$ 358.92	x	1	lump sum	=	\$	358.92
Support Truck w/Trailer - Daily Rate	\$ 80.00	x	5	per day	=	\$	400.00
Support Truck w/Trailer - Mileage	\$ 0.85	x	800	miles	=	\$	680.00
Per Diem	\$ 200.00	x	10	per day	=	\$	2,000.00
GEM 2000 Plus	\$ 150.00	x	4	per day	=	\$	600.00
Landtec Calibration Gases	\$ 5.00	x	4	per day	=	\$	20.00
Track Mounted Probe	\$ 750.00	x	1	per day	=	\$	750.00
Shipping	\$ 200.00	x	1	lump sum	=	\$	200.00
ATV	\$ 75.00	x	4	per day	=	\$	300.00
Sample Train	\$ 85.00	x	2	each	=	\$	170.00
1% Telecommunication/Office Fee	\$ 87.00	x	1	lump sum	=	\$	87.00
Expenses Subtotal:						\$	5,665.92
Task 2 Total:						\$	14,185.92

Task 2 Assumptions

It is assumed that collecting samples from the passive gas vents will be approved by the WDEQ as meeting the requirements for Tier 2 sampling. SCS assumes the gas at the vents will meet the QA/QC requirements of Method 25C per the methods specified in the scope of services. If additional efforts are required to obtain gas that meets the QA/QC requirements, additional costs may be applicable.

Casper Bafefill & Regional LF
Tier 2 Sampling and Analysis
Casper, Wyoming
City of Casper Wyoming
April 21, 2015

		· · · · ·	RATE	x	QUANTITY	· · · · ·	UNIT	· · · · ·	=	COST	· · · · ·
Task 3: Tier 2 Analysis											
Personnel											
Senior Project Professional		\$	125.00	x	2		hours		=	\$	250.00
Project Director		\$	165.00	x	2		hours		=	\$	330.00
										Personnel Subtotal:	\$ 580.00
Expenses											
1% Telecommunication/Office Fee		\$	6.00	x	1		lump sum		=	\$	6.00
										Expenses Subtotal:	\$ 6.00
Subcontractor											
Lab Analysis	Method		\$201.25	x	15		each		=	\$	3,018.75
Lab Analysis			\$57.50	x	15		each		=	\$	862.50
Lab Analysis			\$28.75	x	15		each		=	\$	431.25
Lab Analysis			\$109.25	x	4		4/carton		=	\$	437.00
										Subcontractor Subtotal:	\$ 4,749.50
										Task 3 Total:	\$ 5,335.50
Task 3 Assumptions											
SCS will composite landfill gas samples on a 4-to-1 ratio.											
2 Additional composite sample canisters will be collected for a total of 15 samples to be analyzed by the laboratory.											
Task 4: Tier 2 Report											
Personnel											
Project Administrator		\$	75.00	x	2		hours		=	\$	150.00
Senior Project Professional		\$	125.00	x	10		hours		=	\$	1,250.00
Project Director		\$	165.00	x	8		hours		=	\$	1,320.00
										Personnel Subtotal:	\$ 2,720.00
Expenses											
CADD Equipment		\$	20.00	x	2		per hour		=	\$	40.00
Report Copies		\$	25.00	x	2		each		=	\$	50.00
1% Telecommunication/Office Fee		\$	28.00	x	1		lump sum		=	\$	28.00
										Expenses Subtotal:	\$ 118.00
										Task 4 Total:	\$ 2,838.00
										Casper Bafefill & Regional LF Total:	\$ 24,303.42

SCS ENGINEERS

2015 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$200
Senior Project Director	\$180
Project Director	\$165
Project Advisor	\$155
Senior Project Manager	\$150
Project Manager	\$135
Senior Project Professional	\$125
Project Professional	\$110
Staff Professional	\$90
Associate Professional	\$80
Designer	\$75
CADD/Graphics	\$65
Senior Technician	\$75
Technician	\$60
Project Administrator	\$75
Administrative Assistant	\$55

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2015. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



SCS ENGINEERS

2015 STANDARD FEE SCHEDULE

Printing Services

24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report).....	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV).....	\$75.00 per day
Field Sampling Trailer	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment.....	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID).....	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler.....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera.....	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2015 and are subject to revision thereafter.

RESOLUTION NO. 15-126

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH SCS AQUATERRA FOR NON-METHANE ORGANIC COMPOUND TIER II TESTING AT THE CLOSED BALEFILL.

WHEREAS, the City of Casper is required by Environmental Regulations to perform Tier II testing and reporting for non-methane organic compound (NMOC) emissions for the City of Casper's closed balefill and Casper Regional Landfill; and,

WHEREAS, professional services are required for the project and the City of Casper desires to secure a consultant to provide those professional services, specified as NMOC Tier II Testing at the Closed Balefill, Project No. 14-57; and,

WHEREAS, SCS Aquaterra, is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with SCS Aquaterra, for this service in the amount of Twenty-Four Thousand Three Hundred Four Dollars (\$24,304).

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 Twenty-Four Thousand, Three Hundred Four Dollars (\$24,304).

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

May 11, 2015

MEMO TO: John C Patterson, City Manager
FROM: Tracey Belser, Human Resources Director JB
SUBJECT: Life Health, LLC Professional Services Agreement

Recommendation:

That Council, by resolution, authorize a professional services agreement between the City of Casper and Life Health, LLC.

Summary:

The City of Casper uses aggregate data from annual biometric screenings for employees and spouses on the City's Health Plan. The aggregate data is used to trend health conditions and develop programs to help keep our employees and families healthy. Interactive Health has provided biometric screenings since 2010 when CNIC became the City's Third Party Administrator (TPA) for the City's Health Plan. The City now has Cigna as a TPA and would like to change the biometric screening provider.

Life Health, LLC is recommended by Cigna and is based out of Colorado. Life Health, LLC plans to utilize Wyoming phlebotomists for onsite biometric screenings. All previous biometric screening data will remain available to individuals through Interactive Health's online database. Individuals will also be able to receive their new individual data from Life Health, LLC. The City will not have access to any individual biometric screening results.

Last year's biometric screenings and health risk assessments with Interactive Health was \$164,894. This year the health risk assessments will be included in services provided by Cigna which will help reduce overall costs. The approximate costs for biometric screenings with Life Health, LLC are \$60,000 and will be paid from the City's Health Fund.

City biometric screenings will be scheduled to take place onsite in late July 2015.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1st day of July 2015, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 (“City”).
2. LifeHealth, LLC, a corporate biometric screening service agency, 5951 South Middlefield Road, Suite 102, Littleton, Colorado, 80123 (“Contractor”).

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

RECITALS

- A. The City is undertaking annual biometric screening services to City Health Plan participants and their spouses (if applicable).
- B. Professional services are needed for biometric screening services.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES

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

- a) provide annual on-site biometric screening services for health plan participants who are on the City’s Health Plan.
- b) coordinate annual on-site screenings at various City locations, dates and times as requested by the City of Casper Human Resources Department.
- c) assist the City with program design, including, all communication and promotional material about the events as well as logistics planning.

- d) provide professional staff including an Event Lead and other key staff for on-site screening and any follow-up counseling.
- e) provide online registration and telephonic registration.
- f) provide an additional 20% of supplies to accommodate walk ups.
- g) support off-site screens for participants who cannot attend on-site; this includes participants who live out of town and/or state.
- h) provide the basic screening package as listed below to health plan participants:
 - a. chem 14 panel, lipid profile, liver enzymes and CBC with differential, ALT, A:G Ratio, Albumin, Alkaline Phosphatase, AST, Total Bilirubin, BUN, BUN Creatinine, Calcium, Total Carbon Dioxide, Chloride, Creatinine, Total Globulin, Glucose, Potassium, Total Protein, Sodium Lipid Panel TC, Protein, Total, Serum Albumin, Serum Globulin, Total A/G Ratio Bilirubin, Total Bilirubin, Direct Alkaline, Phosphatase, S LDH AST (SGOT) ALT (SGPT) GGT Iron, Serum), PSA for men 40 and over and TSH.
- i) Provide the following additional lab tests to health plan participants who so elect, as listed below:
 - a. Vitamin D
 - b. Hepatitis C
 - c. A1c
 - d. hsCRP
- j) provide blood pressure checks, height and weight measurements, body mass index assessments, waist circumference measurements, and any additional test the City requests that the Contractor has available, for all health plan participants during the time of the screen.
- k) provide all participants a confidential personal health record of their biometric results via mail and allow participants to have access to it on-line through the City's Third Party Administrator, Cigna.
- l) provide any health education materials that the City wishes to have distributed as part of counseling.
- m) fax participant's results to their physicians if requested by the participant.
- n) mail lab results confidentially to each participant, including educational material that pertains to the individual's needs.

- o) have registered nurses counsel on results for individuals who fall under an at risk health condition category via telephone with scheduled appointments.
 - a. provide a separate online registration for post-screen counseling.
- p) provide a detailed aggregate report highlighting the screening results to the City. The aggregate report will include and compare previous year's aggregate results during year two and then subsequent years.
- q) provide a report to the City of all participants who completed their screen. This report will show the location attended by each participant and date.
- r) provide Cigna all data collected from the biometric results to be uploaded into their system for use in their disease management programs.
- s) provide all screening supplies, release forms, equipment and health education handouts.
- t) coordinate a post event meeting with the City to review results.

The City shall perform the following services in connection with and respecting this Agreement:

- a) provide a main contact person before, during and after each event.
- b) provide Contractor dates, times and locations for on-site health screenings and a contact at each location.
- c) provide suitable locations for each event with access to electricity, tables and chairs.
- d) send marketing, promotional and educational material about the event to participants.
- e) work with Contractor to finalize the event 3 weeks prior to the event taking place.
- f) work with Contractor to plan off-site screening dates and locations.

2. TIME OF PERFORMANCE

The services of the Contractor shall be undertaken and completed on or before the 1st day of July, 2015. This Agreement automatically renews annually unless otherwise terminated. This Agreement may be terminated at any time by either Party upon provision of not less than 90-days advance written notice. Notice e-mailed or mailed by certified mail to the last known address will be deemed sufficient notice of termination of the Agreement. In such an event, all finished or unfinished documents, data, studies and

reports prepared by the Contractor under this Agreement shall become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

3. COMPENSATION

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed under part 1, section 1, as highlighted below in Table 1, Biometric screening pricing, and in Table 2, Additional test pricing.

TABLE 1
Biometric screening pricing

Contractor Services	Pricing per Person	Minimum Guaranteed Aggregate (minimum number of screenings the City will pay contractor)
Venipuncture (on-site screens)	\$93	500
Venipuncture (test-at-a-lab)	\$110	100
Counseling on results	\$19	100

TABLE 2
Additional test pricing

Test Offerings	Price per person	Who pays
Vitamin D	\$45	City – If a participant requests it during registration.
Hepatitis C	\$43	City – If a participant requests it during registration.
A1c	\$18	City – If a participant requests it during registration.
hsCRP	\$35	City – If a participant requests it during registration.
PSA (for men 40 and over)	\$15	City
TSH (for women)	\$25	City

Pricing is inclusive of all costs, including travel expenses for on-site screens. If the City cancels the event within 10 business days of the event the City will be charged 50% of anticipated charges for the event up to a maximum of \$3,000.

10. METHOD OF PAYMENT

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

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

11. TERMS AND CONDITIONS

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

12. EXTENT OF CONTRACT

This Contract, includes Exhibit A (Consent for Administration of Wellness Screening Tests), and Exhibit B (Business Associates Agreement), and represents the entire integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM:

(Handwritten signature)

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Charlie Powell
Mayor

WITNESS

CONTRACTOR
LifeHealth, LLC

By:

By:
(Handwritten signature)

Printed Name:

Printed Name: Elisa Hamill

Title:

Title: 5-11-15

APPROVED (D)
5-11-15
(Joyce Karchner)

JOYCE KARTCHNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044034984
MY COMMISSION EXPIRES 09/30/2016

For Elisa Hamill only

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

The Contractor shall only employ LabCorp as a subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

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

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$1,000,000.00/claim

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

City of Casper, WY: Consent for Administration of Wellness Screening Tests

PRINT NAME	DATE
EMAIL	LAST 4 SSN:
DAY PHONE NUMBER	MALE or FEMALE
INSURANCE ID #:	DOB
	GROUP #:

BLOOD TESTING

STANDARD PACKAGE (Chem 14 Panel, Lipid Panel, Liver Enzymes, CBC)	305328
VITAMIN D	081950
Hepatitis C	140659
A1C	001453
hsCRP (Cardio Reactive Protein)	120766
PSA (Prostate)- Men over 40	010322
THYROID (Thyroxine Index, T3, T4)- Women	000620

I understand that this screening service is offered for my benefit and information and is not meant to replace the care of my personal physician. I acknowledge that I may receive results that may be considered "abnormal" as well as an explanation for these results. I also understand that screening tests can give false positive or negative results for a variety of reasons. I acknowledge that my physician is best able to interpret the results of these tests based on his/her understanding of my medical history. I take full responsibility for initiating follow up with my physician. I also agree that participating in this screening is voluntary.

I also acknowledge that I have received/read or seen a copy of the LifeHealth Notice of Privacy Practices. I understand that this document provides an explanation of the ways that my individual health information may be used or disclosed by LifeHealth and of my rights with respect to my health information. I have been provided the opportunity to discuss concerns I may have regarding the privacy of my health information.

I release and discharge LifeHealth, the facility in which the test is being performed and the technician operating the machine and all shareholders, subsidiaries, officers, directors, employees, franchisees and licensees, together with their respective affiliates, and the program sponsors and their agents from any and all claims or causes of action, on account of injury to me which may result from my participation in this screening (including a failure of the screening to detect any particular health problem). This release shall be binding upon my heirs, assigns, executors, administrators and representatives. **I have read and agree with all the terms and conditions listed above.**

Signature _____ Date _____

RESULTS

Age: _____ Blood Pressure: _____ Weight: _____ Height: _____ % Body Fat: _____ BMI: _____

<120/80

Other: _____

Phleb Initials: _____

RN Initials: _____

4/28/15

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made as of Date by and between the City of Casper (“City”) and Business Associate, (LifeHealth, LLC).

RECITALS

A. The City and Business Associate have entered into an arrangement or arrangements pursuant to which Business Associate provides certain services for and on behalf of the City (the “Arrangement”);

B. Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”) (45 C.F.R. Parts 160 and 164) and the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”) (45 C.F.R. Parts 160 and 164), as amended by applicable provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) and its implementing regulations (the “HITECH Act”) (collectively, the “HIPAA Rules”), the City and Business Associate must enter into a Business Associate agreement to enable Business Associate to carry out its obligations under the Arrangement since the City discloses to Business Associate and/or Business Associate creates and receives on behalf of the City Individually Identifiable Health Information, as such term is defined in 45 C.F.R. 160.103; and

C. The City and Business Associate desire to make this Agreement to the Arrangement in order to enable the City to satisfy its obligations under the HIPAA Rules.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined herein shall have that meaning given to them in HIPAA, the Privacy Rule, Security Rule and HITECH Act.

Business Associate shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this agreement, shall mean (LifeHealth, LLC) “Business Associate.”

Covered Entity shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to this agreement shall mean City of Casper “City.”

USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE

CONFIDENTIALITY BUSINESS ASSOCIATE SHALL HOLD PROTECTED HEALTH INFORMATION CONFIDENTIALLY, AND SHALL NOT USE OR DISCLOSE IT OTHER THAN AS PERMITTED OR REQUIRED BY THIS AGREEMENT OR AS REQUIRED BY LAW.

USE OR DISCLOSURE TO PROVIDE SERVICES UNDER THE ARRANGEMENT. BUSINESS ASSOCIATE MAY USE AND DISCLOSE PROTECTED HEALTH INFORMATION AS NECESSARY TO PERFORM ITS OBLIGATIONS UNDER THE ARRANGEMENT; PROVIDED, HOWEVER, THAT BUSINESS ASSOCIATE SHALL NOT, AND SHALL ENSURE THAT ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS (THE “REPRESENTATIVES”) DO NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN ANY MANNER THAT WOULD VIOLATE THE PRIVACY RULE, AS AMENDED FROM TIME TO TIME, IF DONE BY THE CITY.

USE OR DISCLOSURE FOR MANAGEMENT AND ADMINISTRATION. NOTWITHSTANDING SECTION 2.2 ABOVE, BUSINESS ASSOCIATE MAY USE OR DISCLOSE PROTECTED HEALTH INFORMATION FOR ITS PROPER MANAGEMENT AND ADMINISTRATION PROVIDED THAT, BEFORE DISCLOSING PROTECTED HEALTH INFORMATION TO A THIRD PARTY FOR BUSINESS ASSOCIATE PROPER MANAGEMENT AND ADMINISTRATION, BUSINESS ASSOCIATE MUST OBTAIN REASONABLE ASSURANCES FROM THE THIRD PARTY THAT: (I) THE PROTECTED HEALTH INFORMATION WILL BE HELD CONFIDENTIALLY AND

SUBJECT TO THE SAME RESTRICTIONS AND CONDITIONS THAT APPLY TO BUSINESS ASSOCIATE UNDER THIS AGREEMENT AND WILL ONLY BE USED OR DISCLOSED AS REQUIRED BY LAW OR FOR THE PURPOSES FOR WHICH IT WAS DISCLOSED TO THE THIRD PARTY; AND (II) THE THIRD PARTY WILL IMMEDIATELY NOTIFY BUSINESS ASSOCIATE OF ANY INSTANCES OF WHICH IT IS AWARE IN WHICH THE CONFIDENTIALITY OF THE PROTECTED HEALTH INFORMATION DISCLOSED TO IT HAS BEEN BREACHED.

USE OR DISCLOSURE TO PROVIDE DATA AGGREGATION SERVICES. BUSINESS ASSOCIATE MAY USE OR DISCLOSE PROTECTED HEALTH INFORMATION TO PROVIDE DATA AGGREGATION SERVICES RELATING TO THE HEALTH CARE OPERATIONS OF THE CITY.

DE-IDENTIFICATION OF PROTECTED HEALTH INFORMATION. BUSINESS ASSOCIATE MAY DE-IDENTIFY ANY AND ALL PROTECTED HEALTH INFORMATION PROVIDED THAT THE DE-IDENTIFICATION CONFORMS TO THE REQUIREMENTS OF THE PRIVACY RULE. THE PARTIES ACKNOWLEDGE AND AGREE THAT DE-IDENTIFIED DATA DOES NOT CONSTITUTE PROTECTED HEALTH INFORMATION AND IS NOT SUBJECT TO THE TERMS OF THIS AGREEMENT.

USE AND DISCLOSURE OF LIMITED DATA SETS. BUSINESS ASSOCIATE MAY USE PROTECTED HEALTH INFORMATION TO CREATE LIMITED DATA SETS AND MAY USE OR DISCLOSE SUCH LIMITED DATA SETS FOR ONLY RESEARCH, PUBLIC HEALTH OR HEALTH CARE OPERATIONS PURPOSES. EXCEPT AS SET FORTH IN THIS SECTION, THE CONDITIONS AND RESTRICTIONS CONTAINED HEREIN ON BUSINESS ASSOCIATE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION APPLY TO BUSINESS ASSOCIATE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION CONTAINED IN SUCH LIMITED DATA SETS. FURTHER, BUSINESS ASSOCIATE AGREES THAT IT SHALL NOT IDENTIFY THE INFORMATION CONTAINED IN SUCH LIMITED DATA SETS OR CONTACT THE INDIVIDUALS WHO ARE THE SUBJECT OF THE PROTECTED HEALTH INFORMATION CONTAINED IN SUCH LIMITED DATA SETS, EXCEPT AS OTHERWISE PERMITTED OR REQUIRED BY THIS AGREEMENT.

RESPONSIBILITIES OF BUSINESS ASSOCIATE

SAFEGUARDS AGAINST MISUSE OF INFORMATION. BUSINESS ASSOCIATE AGREES THAT IT WILL IMPLEMENT APPROPRIATE SAFEGUARDS TO PREVENT THE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION OTHER THAN PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

REPORTING DISCLOSURES OF PROTECTED HEALTH INFORMATION. BUSINESS ASSOCIATE SHALL, WITHIN FIFTEEN (15) DAYS OF BECOMING AWARE OF A DISCLOSURE OF PROTECTED HEALTH INFORMATION IN VIOLATION OF THIS AGREEMENT BY BUSINESS ASSOCIATE OR ITS REPRESENTATIVES, REPORT SUCH DISCLOSURE TO THE CITY. BUSINESS ASSOCIATE AGREES TO HAVE PROCEDURES IN PLACE FOR MITIGATING, TO THE EXTENT PRACTICABLE, ANY HARMFUL EFFECT KNOWN TO BUSINESS ASSOCIATE AND ARISING FROM SUCH USE OR DISCLOSURE.

AGREEMENTS BY THIRD PARTIES. BUSINESS ASSOCIATE SHALL ENTER INTO AN AGREEMENT WITH ANY AGENT OR SUBCONTRACTOR THAT WILL HAVE ACCESS TO PROTECTED HEALTH INFORMATION PURSUANT TO WHICH SUCH AGENT OR CONTRACTOR AGREES TO BE BOUND BY THE SAME OR SUBSTANTIALLY SIMILAR RESTRICTIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT THAT APPLY TO BUSINESS ASSOCIATE WITH RESPECT TO SUCH PROTECTED HEALTH INFORMATION.

ACCESS TO INFORMATION. BUSINESS ASSOCIATE SHALL PROVIDE ACCESS, AT THE REQUEST OF THE CITY OR AN INDIVIDUAL, TO PROTECTED HEALTH INFORMATION MAINTAINED BY BUSINESS ASSOCIATE IN A DESIGNATED RECORD SET(S), TO THE CITY, OR AS DIRECTED BY THE CITY, TO AN INDIVIDUAL IN ORDER TO MEET THE REQUIREMENTS OF 45 C.F.R. § 164.524. BUSINESS ASSOCIATE SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE SUCH ACCESS WITHIN FIFTEEN BUSINESS (15) DAYS OF RECEIVING SUCH REQUEST.

AVAILABILITY OF PROTECTED HEALTH INFORMATION FOR AMENDMENT. BUSINESS ASSOCIATE SHALL MAKE ANY AMENDMENT TO PROTECTED HEALTH INFORMATION MAINTAINED IN A DESIGNATED RECORD SET BY BUSINESS ASSOCIATE THAT IS REQUESTED BY THE CITY, OR AS DIRECTED BY THE CITY, THAT IS REQUESTED BY AN INDIVIDUAL. BUSINESS ASSOCIATE SHALL USE ITS BEST EFFORTS TO MAKE SUCH AMENDMENTS WITHIN TWENTY (20) DAYS OF RECEIVING SUCH

REQUEST.

ACCOUNTING OF DISCLOSURES. BUSINESS ASSOCIATE SHALL DOCUMENT SUCH DISCLOSURES OF PROTECTED HEALTH INFORMATION AND INFORMATION RELATED TO SUCH DISCLOSURES AS WOULD BE REQUIRED FOR THE CITY TO RESPOND TO A REQUEST BY AN INDIVIDUAL FOR AN ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION IN ACCORDANCE WITH 45 C.F.R. § 164.528.

Business Associate shall provide to the City or, as directed by the City, to an Individual, information collected in accordance with the preceding paragraph to permit the City to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate shall use commercially reasonable efforts to provide such information within twenty (20) days of receiving such written request.

USES AND DISCLOSURES REQUIRED BY LAW. EXCEPT TO THE EXTENT PROHIBITED BY LAW, BUSINESS ASSOCIATE SHALL IMMEDIATELY NOTIFY THE CITY UPON ITS RECEIPT OF A REQUEST FOR USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION WITH WHICH BUSINESS ASSOCIATE BELIEVES IT IS REQUIRED BY LAW TO COMPLY. BUSINESS ASSOCIATE SHALL PROVIDE THE CITY WITH A COPY OF SUCH REQUEST SHALL CONSULT AND COOPERATE WITH THE CITY CONCERNING THE PROPER RESPONSE TO SUCH REQUEST AND SHALL PROVIDE THE CITY WITH A COPY OF ANY INFORMATION DISCLOSED PURSUANT TO SUCH REQUEST.

AVAILABILITY OF BOOKS AND RECORDS. BUSINESS ASSOCIATE HEREBY AGREES TO MAKE ITS INTERNAL PRACTICES, BOOKS, AND RECORDS RELATING TO THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION AVAILABLE TO THE SECRETARY OF HEALTH AND HUMAN SERVICES (THE "SECRETARY") FOR PURPOSES OF DETERMINING THE CITY'S COMPLIANCE WITH THE HIPAA RULES. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO REQUIRE BUSINESS ASSOCIATE TO WAIVE ANY ATTORNEY, ACCOUNTANT, OR OTHER LEGAL PRIVILEGE.

SECURITY OBLIGATIONS FOR ELECTRONIC PROTECTED HEALTH INFORMATION. BUSINESS ASSOCIATE SHALL, IN ACCORDANCE WITH THE SECURITY RULE, IMPLEMENT ADMINISTRATIVE, PHYSICAL, AND TECHNICAL SAFEGUARDS THAT REASONABLY AND APPROPRIATELY PROTECT THE CONFIDENTIALITY, INTEGRITY, AND AVAILABILITY OF THE ELECTRONIC PROTECTED HEALTH INFORMATION IT CREATES, RECEIVES, MAINTAINS, OR TRANSMITS ON BEHALF OF THE CITY. FURTHER, BUSINESS ASSOCIATE, IN ACCORDANCE WITH 45 C.F.R. §§ 164.308 AND 164.502 IF APPLICABLE, SHALL ENSURE THAT ANY AGENT, SUBCONTRACTOR, OR OTHER PARTY TO WHOM BUSINESS ASSOCIATE PROVIDES ELECTRONIC PROTECTED HEALTH INFORMATION AGREES TO IMPLEMENT THE SAME RESTRICTIONS, CONDITIONS AND REQUIREMENTS AS APPLY TO BUSINESS ASSOCIATE TO PROTECT SUCH PROTECTED HEALTH INFORMATION. AT SUCH TIME AND TO THE EXTENT REQUIRED BY THE HITECH ACT, BUSINESS ASSOCIATE SHALL IMPLEMENT THE SAFEGUARDS, POLICIES, PROCEDURES, AND DOCUMENTATION REQUIRED BY 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.316 AND 164.502. IF BUSINESS ASSOCIATE BECOMES AWARE OF ANY SUCCESSFUL SECURITY INCIDENTS, BUSINESS ASSOCIATE SHALL REPORT THE SAME IN WRITING TO THE CITY WITHIN FIFTEEN (15) BUSINESS DAYS OF SUCH SUCCESSFUL SECURITY INCIDENT, AND BUSINESS ASSOCIATE AGREES TO REASONABLY MITIGATE, TO THE EXTENT PRACTICABLE, ANY HARMFUL EFFECT RESULTING FROM SUCH SUCCESSFUL SECURITY INCIDENTS. TO AVOID UNNECESSARY BURDEN ON EITHER PARTY, BUSINESS ASSOCIATE SHALL REPORT TO THE CITY ANY UNSUCCESSFUL SECURITY INCIDENTS OF WHICH IT BECOMES AWARE ONLY UPON REQUEST OF THE CITY. THE FREQUENCY, CONTENT AND THE FORMAT OF THE REPORT OF UNSUCCESSFUL SECURITY INCIDENTS SHALL BE MUTUALLY AGREED UPON BY THE PARTIES. IF THE DEFINITION OF "SECURITY INCIDENT" IS AMENDED UNDER THE SECURITY RULE TO REMOVE THE REQUIREMENT FOR REPORTING "UNSUCCESSFUL" ATTEMPTS TO USE, DISCLOSE, MODIFY OR DESTROY ELECTRONIC PROTECTED HEALTH INFORMATION, THEN THIS SECTION SHALL BE AMENDED SO THAT THE PROVISIONS RELATING TO UNSUCCESSFUL SECURITY INCIDENTS NO LONGER APPLY AS OF THE EFFECTIVE DATE OF SUCH CHANGE TO THE LAW.

FOR THE PURPOSES OF THIS AGREEMENT, "SUCCESSFUL SECURITY INCIDENTS" MEAN SECURITY INCIDENTS THAT RESULT IN UNAUTHORIZED ACCESS, USE, DISCLOSURE, MODIFICATION OR

DESTRUCTION OF ELECTRONIC PROTECTED HEALTH INFORMATION AND “UNSUCCESSFUL SECURITY INCIDENTS” MEAN SECURITY INCIDENTS THAT DO NOT RESULT IN UNAUTHORIZED ACCESS, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF ELECTRONIC PROTECTED HEALTH INFORMATION.

AT SUCH TIME AS REQUIRED BY THE HITECH ACT, IN THE EVENT THAT BUSINESS ASSOCIATE HAS KNOWLEDGE OR A REASONABLE BELIEF THAT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION OF THE CITY HAS OCCURRED OR MAY HAVE OCCURRED, BUSINESS ASSOCIATE SHALL PROMPTLY (BUT IN NO EVENT MORE THAN TWENTY (20) DAYS OF KNOWLEDGE OF THE BREACH OR REASONABLE BELIEF THAT A BREACH HAS OCCURRED) NOTIFY THE CITY OF THE IDENTIFICATION OF EACH INDIVIDUAL WHO HAS BEEN OR IS REASONABLY BELIEVED TO HAVE BEEN AFFECTED BY THE BREACH, ALONG WITH ANY OTHER INFORMATION THAT THE CITY AS A COVERED ENTITY WILL BE REQUIRED TO INCLUDE ITS NOTIFICATION OF THE INDIVIDUAL UNDER THE HITECH ACT OR ITS IMPLEMENTING REGULATIONS, INCLUDING, WITHOUT LIMITATION, A DESCRIPTION OF THE BREACH, THE DATE OF THE BREACH AND ITS DISCOVERY, TYPES OF UNSECURED PHI INVOLVED AND DESCRIPTION OF THE BUSINESS ASSOCIATE’S INVESTIGATION, MITIGATION AND PREVENTION EFFORTS.

AGREED TO RESTRICTIONS. BUSINESS ASSOCIATE SHALL ABIDE BY ANY RESTRICTIONS, OF WHICH BUSINESS ASSOCIATE IS AWARE, RELATING TO THE DISCLOSURE OF PROTECTED HEALTH INFORMATION WHICH THE CITY HAS AGREED UPON PURSUANT TO THE HITECH ACT.

RESPONSIBILITIES OF THE CITY OF CASPER

REQUESTS FOR USES OR DISCLOSURES. THE CITY SHALL NOT REQUEST BUSINESS ASSOCIATE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN ANY MANNER THAT WOULD VIOLATE THIS AGREEMENT OR THE HIPAA RULES.

NOTICE OF PRIVACY PRACTICES. THE CITY HEREBY AGREES TO PROVIDE, TO THE EXTENT REQUIRED BY 45 C.F.R. § 164.520 (OR ANY SUCCESSOR PROVISION OF THE PRIVACY RULE), A NOTICE OF PRIVACY PRACTICES (THE “NOTICE”) TO INDIVIDUALS (OR THEIR PERSONAL REPRESENTATIVES) WHO ARE THE SUBJECT OF THE PROTECTED HEALTH INFORMATION, WHICH NOTICE SHALL BE SUFFICIENTLY BROAD SO AS TO PERMIT THE USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE CONTEMPLATED BY THIS AGREEMENT AND THE ARRANGEMENT. THE CITY SHALL NOT AMEND SUCH NOTICE UNLESS THE AMENDED NOTICE IS SUFFICIENTLY BROAD SO AS TO PERMIT THE USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION CONTEMPLATED BY THIS AGREEMENT AND THE ARRANGEMENT.

WRITTEN PERMISSION. THE CITY HEREBY AGREES TO ENSURE THAT IT OBTAINS INDIVIDUALS’ PERMISSION OR THE PERMISSION OF INDIVIDUALS’ PERSONAL REPRESENTATIVES, TO THE EXTENT REQUIRED UNDER THE PRIVACY RULE AND IN THE FORM REQUIRED BY THE PRIVACY RULE, FOR BUSINESS ASSOCIATE USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION CONTEMPLATED BY THIS AGREEMENT AND THE ARRANGEMENT AND TO INFORM BUSINESS ASSOCIATE OF ANY CHANGES IN, OR WITHDRAWAL OF, SUCH WRITTEN PERMISSION PROVIDED TO THE CITY BY INDIVIDUALS OR THEIR PERSONAL REPRESENTATIVES, INCLUDING WITHOUT LIMITATION REVOCATIONS OF AUTHORIZATIONS PURSUANT TO 45 C.F.R. § 164.508.

OTHER ARRANGEMENTS. THE CITY HEREBY AGREES TO PROMPTLY NOTIFY BUSINESS ASSOCIATE IN WRITING AND IN A TIMELY MANNER, OF ANY ARRANGEMENTS PERMITTED OR REQUIRED OF THE CITY UNDER THE PRIVACY RULE THAT MAY IMPACT IN ANY MANNER THE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE UNDER THIS AGREEMENT OR THE ARRANGEMENT, INCLUDING WITHOUT LIMITATION RESTRICTIONS ON THE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION AGREED TO BY THE CITY, AS PROVIDED FOR IN 45 C.F.R. § 164.522 AS AMENDED BY THE HITECH ACT.

COMPLIANCE WITH HIPAA. TO THE EXTENT REQUIRED AND AT SUCH TIME AS REQUIRED UNDER APPLICABLE LAW, THE CITY AGREES TO COMPLY WITH HIPAA, THE PRIVACY RULE, SECURITY RULE AND HITECH ACT.

TERMINATION

TERM. THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE ON WHICH THE CITY AND BUSINESS ASSOCIATE ENTERED INTO THE ARRANGEMENT AND, UNLESS OTHERWISE TERMINATED AS PROVIDED HEREIN, SHALL EXPIRE UPON THE EXPIRATION OR TERMINATION OF THE ARRANGEMENT.

TERMINATION BY EITHER PARTY. THE ARRANGEMENT MAY BE TERMINATED BY EITHER PARTY, SUBJECT TO THE DELIVERY OF THE WRITTEN NOTICE AND THE EXPIRATION OF THE CURE PERIOD PROVIDED IN THE ARRANGEMENT, IN THE EVENT THAT A PARTY BREACHES ANY MATERIAL TERM OF THIS AGREEMENT. IN THE EVENT THAT A PARTY IS ENTITLED TO TERMINATE THE ARRANGEMENT PURSUANT TO THIS SECTION 5.2 BUT DETERMINES, IN ITS SOLE DISCRETION, THAT TERMINATION IS NOT FEASIBLE, THE NON-BREACH PARTY ACKNOWLEDGES THAT THE BREACHING PARTY SHALL HAVE THE RIGHT TO REPORT THE BREACH TO THE SECRETARY.

RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION UPON TERMINATION. UPON TERMINATION OF THE ARRANGEMENT, BUSINESS ASSOCIATE SHALL, AT THE OPTION OF BUSINESS ASSOCIATE, EITHER RETURN OR DESTROY ALL PROTECTED HEALTH INFORMATION AND ELECTRONIC PROTECTED HEALTH INFORMATION WHICH BUSINESS ASSOCIATE STILL MAINTAINS IN ANY FORM. BUSINESS ASSOCIATE SHALL NOT RETAIN ANY COPIES OF SUCH PROTECTED HEALTH INFORMATION OR ELECTRONIC PROTECTED HEALTH INFORMATION. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT IT IS NOT FEASIBLE, IN BUSINESS ASSOCIATE'S REASONABLE DISCRETION, TO RETURN OR DESTROY SUCH PROTECTED HEALTH INFORMATION AND ELECTRONIC PROTECTED HEALTH INFORMATION, THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THE ARRANGEMENT WITH RESPECT TO SUCH PROTECTED HEALTH INFORMATION AND ELECTRONIC PROTECTED HEALTH INFORMATION, AND SUCH PROTECTED HEALTH INFORMATION AND ELECTRONIC PROTECTED HEALTH INFORMATION SHALL BE USED OR DISCLOSED SOLELY FOR SUCH PURPOSE OR PURPOSES WHICH PREVENTED ITS RETURN OR DESTRUCTION.

MODIFICATIONS TO COMPLY WITH STANDARDS

In the event that additional standards are promulgated under the HIPAA Rules, or any existing standards are amended, the parties agree to enter into a mutually acceptable amendment to this Agreement to enable the City to satisfy its obligations under such additional or amended standard(s).

MISCELLANEOUS

THE PARTIES AGREE AND ACKNOWLEDGE THAT, AS BETWEEN THE CITY AND BUSINESS ASSOCIATE, THE CITY IS THE OWNER OF THE PROTECTED HEALTH INFORMATION AND ELECTRONIC PROTECTED HEALTH INFORMATION.

IN THE EVENT THAT A PROVISION OF THIS AGREEMENT CONFLICTS WITH A PROVISION OF THE ARRANGEMENT, THE PROVISION OF THIS AGREEMENT SHALL CONTROL. OTHERWISE, THIS AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE TERMS OF THE ARRANGEMENT.

THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WYOMING. THE HEADINGS OF SECTIONS IN THIS AGREEMENT ARE FOR REFERENCE ONLY AND SHALL NOT AFFECT THE MEANING OF THIS AGREEMENT.

NOTHING EXPRESS OR IMPLIED IN THIS AGREEMENT IS INTENDED TO CONFER, NOR SHALL ANYTHING HEREIN CONFER, UPON ANY PERSON OTHER THAN THE PARTIES AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF THE PARTIES ANY RIGHTS, REMEDIES, OBLIGATIONS, OR LIABILITIES WHATSOEVER.

ANY AMBIGUITY IN THIS AGREEMENT SHALL BE RESOLVED TO PERMIT THE APPLICABLE PARTY TO COMPLY WITH HIPAA, PRIVACY RULE, SECURITY RULE, AND THE HITECH ACT. THE PARTIES ACKNOWLEDGE THAT THE HITECH ACT REQUIRES THE SECRETARY TO PROMULGATE REGULATIONS AND INTERPRETATIVE GUIDANCE THAT IS NOT AVAILABLE AT THE TIME OF EXECUTING THIS AGREEMENT. IN THE EVENT A PARTY DETERMINES IN GOOD FAITH THAT ANY SUCH REGULATION OR GUIDANCE ADOPTED OR AMENDED AFTER THE EXECUTION OF THIS AGREEMENT SHALL CAUSE ANY PARAGRAPH OR PROVISION OF THIS AGREEMENT TO BE INVALID, VOID OR IN ANY MANNER

UNLAWFUL OR SUBJECT EITHER PARTY TO PENALTY, THEN THE PARTIES AGREE MODIFY AND AMEND THIS AGREEMENT IN A MANNER THAT WOULD ELIMINATE ANY SUCH RISK.

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

City of Casper

By: _____

Title: _____

LifeHealth, LLC

By: *[Signature]*

Title: *Partner/Co-owner*

RESOLUTION NO. 15-127

**A RESOLUTION AUTHORIZING A CONTRACT WITH
LIFEHEALTH, LLC.**

WHEREAS, effective July 1, 2015, the City desires to enter into a Contract for Professional Services for biometric screening services for City Health Plan participants.

WHEREAS, professional services are needed for biometric screening, and

WHEREAS, A Business Associate Agreement is required to be executed between the parties, and

WHEREAS, the City of Casper desires to work with LifeHealth, LLC to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with LifeHealth, LLC to provide biometric screening services.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the schedule of fees contained within the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to designate a representative to sign the Business Associate Agreement.

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

APPROVED AS TO FORM:



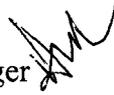
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

V.H. McDonald
City Clerk

Charlie Powell
Mayor

May 13, 2015

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Assistant City Manager 
SUBJECT: Fiscal Year 2015-2016 Requested Budget

Recommendation:

That Council, by minute action, acknowledges receipt of the Fiscal Year 2015-2016 Requested Budget on May 12, 2015.

Summary:

Wyoming State Statute 16-4-104(a) requires the Budget Officer, the Casper City Manager, to prepare and file a Requested Budget with the City Council by May 15, 2015. Accordingly, the complete detailed FY2016 Requested Budget was distributed to the City Council at its May 12, 2015 Work Session.

May 19, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Bid Rejection
Marion Kreiner Splash Pad, Project No. 14-70

Recommendation:

That Council, by minute action, reject the bid submitted for the Marion Kreiner Splash Pad, Project No. 14-70.

Summary:

On Tuesday, May 5, 2015, one (1) bid was received to build a splash pad in place of the Marion Kreiner wading pool. The bid received for this work follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Haass Construction	Casper, WY	\$345,380.00

The estimate prepared by the OLC was \$153,690.00.

This project includes the installation of several play features in the area of the existing wading pool.

It is recommended that this bid be rejected as it exceeded the OLC's estimate and the available budget. The City will look to scale back and/or find additional funding for the project and rebid it in the fall of 2015.