

## Table of Contents

Agenda . . . . .	4
Consideration of Minutes of the August 19, 2014 Regular Council Meeting, as Published in the Casper Star-Tribune on August 29, 2014	
Minutes . . . . .	8
Consideration of Bills and Claims	
Bills and Claims. . . . .	17
Addendum . . . . .	55
Establish September 16, 2014, as the Public Hearing Date for Consideration of Transfer of Ownership of Retail Liquor License No. 8, from Crossroads Views, to Z-Financial Administration Management, d.b.a. Elevations, Located at 1121 Wilkins Circle.	
Memorandum . . . . .	56
Establish September 16, 2014, as the Public Hearing Date for Consideration of Issuance of a New Satellite Winery Liquor License No. 1, to Table Mountain Vineyards, LLC, Located at 731 East 2nd Street.	
Memorandum . . . . .	57
Establish September 16, 2014, as the Public Hearing Date for Consideration of Fiscal Year 2013-2014 Community Development Block Grant Consolidated Annual Plan Evaluation Report.	
Memorandum . . . . .	58
Amending Chapter 2.64, Regarding Removal of Officials.	
Ordinance No. 22-14 . . . . .	59
Amending Chapter 2.60, Regarding the Public Service Code of Ethics.	
Ordinance No. 21-14 . . . . .	63
Amending Certain Sections of Title 6 of the Casper Municipal Code Pertaining to Permissible Off-Leash Areas.	
Ordinance No. 23-14 . . . . .	65
Authorizing Fiscal Year 2014-2015 Professional Services Contract with the Casper Mountain Fire District.	
Memorandum . . . . .	67
Funding Agreement. . . . .	68
Resolution No. 14-229 . . . . .	71
Authorizing Fiscal Year 2014-2015 Professional Services Contract with Casper Area Chamber of Commerce.	
Memorandum . . . . .	72
Funding Agreement. . . . .	73
Resolution No. 14-230 . . . . .	82
Authorizing Fiscal Year 2014-2015 Professional Services Contract with The Science Zone.	
Memorandum . . . . .	83
Funding Agreement. . . . .	84
Resolution No. 14-231 . . . . .	92

Authorizing Fiscal Year 2014-2015 Professional Services Contract with Mercer House, Inc.	
Memorandum . . . . .	93
Funding Agreement . . . . .	94
Resolution No. 14-232 . . . . .	102
Authorizing Fiscal Year 2014-2015 Professional Services Contract with Children’s Advocacy Project, Inc.	
Memorandum . . . . .	103
Funding Agreement . . . . .	104
Resolution No. 14-233 . . . . .	111
Authorizing a Lease Agreement between the City of Casper and the Central Wyoming Senior Services, Inc., for Property located at 1831 East 4th Street.	
Memorandum . . . . .	112
Lease . . . . .	113
Resolution No. 14-234 . . . . .	118
Approving “Memorandum of Understanding” between the City of Casper and Natrona County Regarding the Transfer of Ownership and Future Maintenance Responsibilities of Certain County Roads.	
Memorandum . . . . .	119
Memorandum of Understanding . . . . .	120
Resolution No. 14-236 . . . . .	129
Authorizing the Release of a Mortgage Deed, Robin Ahrndt.	
Memorandum . . . . .	130
Resolution No. 14-225 . . . . .	131
Authorizing Addendum for Administrative Services Contract with Delta Dental for Provision of Services Related to the City of Casper’s Dental Plan.	
Memorandum . . . . .	132
Addendum . . . . .	133
Resolution No. 14-226 . . . . .	134
Authorizing Submission of a Grant Application to the Wyoming Water Development Commission, in the Amount of \$1,731,280, for Continuing Improvements for the West Casper Zone II Water System Improvements.	
Memorandum . . . . .	135
Application to WWDC . . . . .	136
Resolution No. 14-227 . . . . .	145
Authorizing Loan Amendment for the Closure of Loan Documents with the State Loan and Investment Board, for the Clean Water State Revolving Fund Loan for the Wastewater Treatment Plant Biosolids Composting Equipment Project.	
Memorandum . . . . .	147
Documents . . . . .	149
Resolution No. 14-228 . . . . .	156
Authorizing a Contract with Cigna Health and Life Insurance Company for Services of Third Party Administration for the City of Casper’s Health Plan.	

Memorandum . . . . .	158
Contract. . . . .	159
Resolution No. 14-235 . . . . .	207
Authorizing the Sole Source Purchase of a Variable Speed Drive and Logic Control System from Torrent Engineering & Equipment, Milford, Indiana, in the Amount of \$49,356.	
Memorandum . . . . .	208
Authorizing the Purchase of Four (4) New Ford Fusion Sedans, from Greiner Motor Company-Casper, Casper, Wyoming, to be Used in the Casper Police Department in the Amount of \$85,796, Before Trade-In.	
Memorandum . . . . .	209
Council Discussion Regarding Councilman Craig Hedquist's "Request for Investigation of Potential Violation of Ethics Ordinance."	
Correspondence . . . . .	210

REGULAR COUNCIL MEETING

Tuesday, September 2, 2014

6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE AUGUST 19, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 29, 2014

4. CONSIDERATION OF BILLS AND CLAIMS

5. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish September 16, 2014, as the Public Hearing Date for Consideration of:

a. Transfer of Ownership of **Retail Liquor License No. 8**, from Crossroads Views, to **Z-Financial Administration Management, d.b.a. Elevations**, Located at 1121 Wilkins Circle.

b. Issuance of a New **Satellite Winery Liquor License No. 1**, to **Table Mountain Vineyards, LLC**, Located at 731 East 2<sup>nd</sup> Street.

c. Fiscal Year 2013-2014 **Community Development Block Grant Consolidated Annual Plan Evaluation Report**.

6. THIRD READING ORDINANCES

A. Amending **Chapter 2.64, Regarding Removal of Officials**.

B. Consent

1. Amending **Chapter 2.60, Regarding the Public Service Code of Ethics**.

2. Amending Certain Sections of **Title 6 of the Casper Municipal Code** Pertaining to **Permissible Off-Leash Areas**.

7. RESOLUTIONS

A. Authorizing Fiscal Year 2014-2015 Professional Services **Contract** with the **Casper Mountain Fire District**.

B. Authorizing Fiscal Year 2014-2015 Professional Services **Contract** with **Casper Area Chamber of Commerce**.

C. Authorizing Fiscal Year 2014-2015 Professional Services **Contract** with **The Science Zone**.

7. RESOLUTIONS (continued)

- D. Authorizing Fiscal Year 2014-2015 Professional Services **Contract** with **Mercer House, Inc.**
- E. Authorizing Fiscal Year 2014-2015 Professional Services **Contract** with **Children’s Advocacy Project, Inc.**
- F. Authorizing a Lease Agreement between the City of Casper and the **Central Wyoming Senior Services, Inc.**, for Property located at **1831 East 4<sup>th</sup> Street.**
- G. Approving “Memorandum of Understanding between the City of Casper and **Natrona County, Wyoming**” for the **Transfer of Ownership and Future Maintenance Responsibilities of Certain County Roads.**
- H. Consent
  - 1. Authorizing the **Release of a Mortgage Deed**, Robin Ahrndt.
  - 2. Authorizing Addendum for Administrative Services Contract with **Delta Dental** for Provision of Services Related to the **City of Casper’s Dental Plan.**
  - 3. Authorizing Submission of a Grant Application to the **Wyoming Water Development Commission**, in the Amount of \$1,731,280, for Continuing Improvements for the **West Casper Zone II Water System Improvements.**
  - 4. Authorizing Loan Amendment for the Closure of Loan Documents with the **State Loan and Investment Board**, for the Clean Water State Revolving Fund Loan for the **Wastewater Treatment Plant Biosolids Composting Equipment Project.**
  - 5. Authorizing a Contract with **Cigna Health and Life Insurance Company** for Services of Third Party Administration for the **City of Casper’s Health Plan.**

8. MINUTE ACTION

- A. Consent
  - 1. Authorizing the Sole Source Purchase of a **Variable Speed Drive and Logic Control System** from **Torrent Engineering & Equipment**, Milford, Indiana, in the Amount of \$49,356.

8. MINUTE ACTION (continued)

A. Consent

2. Authorizing the Purchase of Four (4) New **Ford Fusion Sedans**, from **Greiner Motor Company**-Casper, Casper, Wyoming, to be Used in the Casper Police Department in the Amount of \$85,796, Before Trade-In.

9. COMMUNICATIONS

A. From Persons Present

10. COUNCIL DISCUSSION REGARDING COUNCILMAN CRAIG HEDQUIST'S "REQUEST FOR INVESTIGATION OF POTENTIAL VIOLATION OF ETHICS ORDINANCE."

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

12. ADJOURNMENT

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
August 19, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, August 19, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager, and Mayor Meyer.

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the August 5, 2014, regular Council meeting, as published in the Casper-Star Tribune on August 16, 2014. Passed.

Moved by Councilman Schlager, seconded by Councilman Powell, to, by minute action, approve payment of the August 19, 2014, bills and claims, as audited by City Manager Patterson. Passed.

Bills & Claims  
08/19/14

71Construction	Goods	\$226,551.62
AAALandscaping	Services	\$668.94
AdvancedThermalSolutions	Services	\$156.00
Airgas	Goods	\$673.45
AllianceElec	Services	\$293.24
AMBI	Services	\$804.72
AmericanEagleCleaning	Services	\$1,000.00
AmericanTitle	Services	\$85.00
Amerigas	Goods	\$168.96
Arcadis	Services	\$22,671.31
ArrowheadHeating	Services	\$180.00
AtlanticElec	Services	\$1,270.00
B Mason	Refund	\$51.83
B Mattila	Reimb	\$116.70
BankOfAmerica	Goods	\$238,564.78
BarDSigns	Goods	\$2,640.00
C Gottshall	Refund	\$175.00
C Gradner	Refund	\$350.00
C Powell	Refund	\$15.35
C Walsh	Reimb	\$64.00
CasperCrudetoRail	Refund	\$3,368.96
CasperRadioGroup	Services	\$500.00
CentralPaint&Body	Services	\$7,112.50
Centurylink	Services	\$24,899.27
Charter	Services	\$53.20

Coban	Services	\$102,415.00
CollectionCenter	Services	\$114.57
CommTech	Goods	\$3,426.00
Comtronix	Services	\$673.85
CowdinCleaning	Services	\$721.05
CrimeSceneInfo	Services	\$86.25
CsprMuseumConsort	Funds	\$2,000.00
D Atkinson	Refund	\$72.95
D Bonte	Refund	\$59.64
D Busch	Reimb	\$141.00
DaveLodenConstruction	Projects	\$1,700.00
DeltaDental	Services	\$27,728.61
DrywallSpecialties	Refund	\$453.60
E Becher	Reimb	\$197.00
EconoliteControlProducts	Goods	\$155,700.00
EMBGolfCarts	Goods	\$863.22
EvergreenTennisCourts	Projects	\$12,050.00
F O'Donnell	Refund	\$500.00
FirstData	Services	\$8,343.19
FirstInterstateBank	Services	\$6,562.01
FirstInterstateCreditCard	Services	\$457.49
FirstInterstatePettyCash	Goods	\$43.18
G Marsh	Services	\$27,085.43
GolderAssociates	Services	\$6,293.00
Good2GoStores	Goods	\$746.22
GSGArchitecture	Services	\$5,295.00
HewlettPackard	Goods	\$2,152.62
HighPlainsConstruction	Goods	\$17,875.20
Hitek	Services	\$450.00
Homax	Goods	\$6,596.88
IceBuilders	Projects	\$509,959.14
Installation&Svc	Projects	\$82,495.26
InternationalColiseums	Projects	\$57,767.44
J Bake	Reimb	\$15.00
J Huggenberger	Reimb	\$100.00
J Martinez	Reimb	\$120.35
J Mathias	Refund	\$57.69
J Usrey	Refund	\$12.21
JKCEngineering	Services	\$2,314.00
JTLGroup	Services	\$2,364.44
K Mestas	Refund	\$58.67
KubwaterResources	Goods	\$4,839.02
L Tugmon	Refund	\$19.39
L Witko	Reimb	\$215.72
LINA	Services	\$298.40
M Thorvaldson	Refund	\$75.00

McMurryReadyMix	Goods	\$2,210.00
MercerHouse	Funding	\$12.50
Microniche	Fees	\$1,400.00
Microsoft	Services	\$1,905.50
MorrisonMaierle	Projects	\$30,294.17
MunicipalCodeCorp	Goods	\$835.47
NatlDevelopmentCouncil	Services	\$833.33
NBSBenefits	Services	\$415.95
NC Clerk	Services	\$165.00
NCSheriffsOffice	Funding	\$246,486.40
NevesUniforms	Goods	\$3,101.50
O Johnson	Refund	\$20.10
OlsonAtoBdy	Svc	\$619.10
P Niper	Reimb	\$73.50
Paciolan	Services	\$4,047.60
PhippsConst	Projects	\$47,116.80
PorterMuirhead	Services	\$50,000.00
R&AStalkup	Refund	\$56.93
RailroadManagement	Services	\$146.16
RamshornConstruction	Projects	\$190,793.59
RegionalWater	Services	\$942,339.74
RestorationMinistries	Refund	\$250.00
RockyMtnPower	Services	\$98,315.56
S Bullock	Reimb	\$350.37
S Elm	Reimb	\$111.00
S Milligan	Refund	\$300.00
S Nelson	Reimb	\$67.01
S Nunn	Reimb	\$25.00
S Thomas	Reimb	\$93.00
SaltusTech	Goods	\$47.07
SamsPlumbing	Refund	\$42.50
Solarwinds	Services	\$10,364.96
SolidWasteProfessionals	Services	\$12,915.00
StarLine	Goods	\$1,720.85
SummitElectric	Services	\$91,022.59
SuperSuds	Services	\$161.17
Sysco	Goods	\$239.92
T Elhart	Reimb	\$354.00
T Thompson	Refund	\$44.71
TESInc	Projects	\$66,352.50
TretoConstruction	Projects	\$15,360.50
UrgentCare	Services	\$687.00
Verizon	Services	\$122.00
WardwellWater	Services	\$124.68
WayneColemanConstruction	Projects	\$73,670.27
WERCSCcommunications	Services	\$1,015.00

WesternIdentification	Services	\$7,421.00
WesternWaterConsult	Services	\$8,111.29
WestPlainsEngineering	Services	\$525.00
WolfGang	Services	\$3,833.33
WolverineDistributing	Goods	\$889.22
WorthingtonLenhart&Carpenter	Services	\$4,156.16
WrightBrothers	Projects	\$118,843.52
WyDeptRevenue	Taxes	\$2,290.49
WyMachinery	Goods	\$17,197.50
WyNotaryDivision	Goods	\$60.00
WyPeaceOfficers	Seminar	\$250.00
WyWaterDevCommission	Services	\$9,750.00
Z Winter	Reimb	\$45.00
		\$3,653,952.03

Mayor Meyer opened the public hearing for the consideration of the annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation and zoning of the Wolf Creek Nine Addition complies with W.S. 15-1-402.

City Attorney Luben entered two (2) exhibits, and City Manager Patterson provided a brief report.

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

Following resolution read:

**RESOLUTION NO. 14 -213**

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF 1.467-ACRES, LOCATED IN AND BEING A PORTION OF THE SW1/4NW1/4, SECTION 19, T33N, R79W, 6<sup>TH</sup> P.M., NATRONA COUNTY, WYOMING, BEING INCORPORATED INTO THE WOLF CREEK NINE ADDITION.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Powell. Passed.

Following ordinance read:

**ORDINANCE NO. 18-14**

AN ORDINANCE APPROVING THE ANNEXATION OF A 1.467-ACRE PARCEL; A VACATION AND REPLAT OF TRACT A, WOLF CREEK EIGHT ADDITION, AND LOTS 2, 3 AND 4, AND WEST 37TH STREET, MOUNTAIN PLAZA ADDITION NO. 5, TO CREATE THE WOLF CREEK NINE ADDITION; AND

A REZONING OF THE PROPOSED WOLF CREEK  
NINE ADDITION TO R-2 (ONE UNIT RESIDENTIAL);  
AND APPROVING THE WOLF CREEK NINE  
ADDITION SUBDIVISION AGREEMENT

WHEREAS, Mesa Development, Inc. has applied to annex a 1.467-acre portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6th P.M., Natrona County, Wyoming; and,

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

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

WHEREAS, Mesa Development, Inc. has applied to vacate and replat Tract A, Wolf Creek Eight Addition, and Lots 2, 3 and 4 and West 37th Street, Mountain Plaza Addition No. 5, together with the 1.467-acre parcel of property being annexed, to create the Wolf Creek Nine Addition; and,

WHEREAS, Mesa Development, Inc. has applied to rezone the proposed 20.18-acre Wolf Creek Nine Addition from Natrona County zoning classification C (Commercial) and City zoning classifications PUD (Planned Unit Development), OB (Office Business), and C-2 (General Business) to entirely R-2 (One Unit Residential); and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the vacation and plat creating the Wolf Creek Nine Addition, and the rezoning of the same as R-2 (One Unit Residential), following a public hearing held on May 27, 2014; and,

WHEREAS, the Casper City Council, at its Work Session on June 24, 2014, directed that the street alignment requirements found in Section 16.16.060(B)(7) of the Casper Municipal Code be waived to allow for an approximately seventy-five (75) foot offset between Gray Wolf Drive and Red Wolf Drive, where they intersect with Dancing Wolf Drive, located in the Wolf Creek Nine Addition.

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

SECTION 1:

The annexation of a 1.467-acre portion of the SW1/4NW1/4, Section 19, T33N, R79W, 6<sup>th</sup> P.M., Natrona County, Wyoming is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The vacation and plat creating the Wolf Creek Nine Addition, and the Wolf Creek Nine Subdivision Agreement, are hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said agreement.

SECTION 3:

The above described zone change of the Wolf Creek Nine Addition to R-2 (One Unit Residential) is hereby approved.

SECTION 4:

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

PASSED on 1st reading the 1<sup>st</sup> day of July, 2014.

PASSED on 2nd reading the 15<sup>th</sup> day of July, 2014.

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> and final reading the 19<sup>th</sup> day of August, 2014.

Councilman Bertoglio presented the foregoing ordinance for adoption, on third reading. Seconded by Councilman Schlager. Councilman Cathey voted nay. Passed.

Following ordinance read:

ORDINANCE NO. 22-14  
AN ORDINANCE AMENDING CHAPTER 2.64 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO THE  
REMOVAL OF OFFICIALS.

Councilman Schlager presented the foregoing ordinance for approval, on second reading. Seconded by Councilman Powell. The following citizens addressed Council: Mrs. Arliss Hedquist, and Michael Lansing, 3411 Carmel Drive.

Moved by Councilman Bertoglio, seconded by Councilman Cathey to amend Section 4, paragraph 5 of this ordinance to provide that Council, in addition to the power to remove a Councilman, have the power to censor a Councilman who violates this ordinance. Councilmen Goodenough and Hedquist voted nay. Passed.

Council then voted to pass the ordinance, as amended. Councilmen Goodenough, Hedquist, and Sandoval voted nay. Passed.

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

ORDINANCE NO. 21-14  
AN ORDINANCE AMENDING CHAPTER 2.60 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO THE  
PUBLIC SERVICE CODE OF ETHICS.

ORDINANCE NO. 23-14  
AN ORDINANCE AMENDING CERTAIN SECTIONS  
OF TITLE 6 OF THE CASPER MUNICIPAL CODE  
PERTAINING TO PERMISSIBLE OFF-LEASH AREAS.

Councilman Bertoglio presented the foregoing two (2) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Hopkins. Councilman Goodenough voted nay. Passed.

Following resolution read:

RESOLUTION NO. 14-216

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND FOR THE BALER BUILDING RENOVATION AND EXPANSION LOCATED AT THE CASPER REGIONAL SOLID WASTE FACILITY, PROJECT NO. 13-50, IN THE AMOUNT OF \$6,126,000.

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

City Manager Patterson provided a brief report. Passed.

Following resolution read:

RESOLUTION NO. 14-218

A RESOLUTION AUTHORIZING THE EXECUTION OF A “BENCHMARK RELIABILITY TARGET STIPULATION AND AGREEMENT” FOR DOCKETT NO. 20000-384-ER-10, RECORD NO. 12702 BEFORE THE PUBLIC SERVICE COMMISSION OF WYOMING.

Councilman Cathey presented the foregoing resolution for adoption. Seconded by Councilman Powell.

City Manager Patterson provided a brief report. Passed.

Following resolution read:

RESOLUTION NO. 14-220

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 6 AND NO. 7 AND ESTABLISHING A CONTINGENCY ACCOUNT WITH ICE BUILDERS, INC., FOR A PRICE INCREASE AS PART OF THE CASPER EVENTS CENTER REFRIGERATED ICE FLOOR PROJECT.

Councilman Bertoglio presented the foregoing resolution for adoption. Seconded by

Councilman Powell.

City Manager Patterson provided a brief report. Councilman Sandoval voted nay. Passed.

Following resolution read:

RESOLUTION NO. 14-224

A RESOLUTION SUPPORTING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL THROUGH THE COMMUNITY READINESS GRANT AND LOAN PROGRAM, ON BEHALF OF THE CASPER-NATRONA COUNTY ECONOMIC DEVELOPMENT JOINT POWERS BOARD (EDJPB).

Councilman Schlager presented the foregoing resolution for adoption. Seconded by Councilman Sandoval.

City Manager Patterson provided a brief report. Councilman Hedquist abstained from voting and Councilman Goodenough voted nay. Passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-214

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

RESOLUTION NO. 14-215

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

RESOLUTION NO. 14-217

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING MEDICAL CENTER FOR PUBLIC SAFETY DISPATCHING AND E-911 TELEPHONE SERVICE.

RESOLUTION NO. 14-219

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE PRATT TANK IMPROVEMENTS, PROJECT NO. 13-06.

RESOLUTION NO. 14-221

A RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWN OF MILLS, MIDWEST AND EVANSVILLE; NATRONA COUNTY; AND, THE NATRONA COUNTY FIRE PROTECTION DISTRICT, FOR PUBLIC SAFETY DISPATCHING AND E-911 TELEPHONE SERVICES.

RESOLUTION NO. 14-222  
A RESOLUTION APPROVING CHANGES TO THE CITY OF  
CASPER TITLE VI PLAN FOR THE CASPER AREA  
METROPOLITAN PLANNING ORGANIZATION.

RESOLUTION NO. 14-223  
A RESOLUTION APPROVING A CONTRACT FOR  
PROFESSIONAL SERVICES WITH TURNKEY SERVICES,  
INC.

Councilman Hopkins presented the foregoing seven (7) resolutions for adoption. Seconded by Councilman Schlager. Councilman Sandoval abstained from voting on Resolution No. 14-217. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Powell, to, by consent minute action, authorize the purchase of one used John Deere 4320 compact tractor from Stotz Equipment, Casper, Wyoming, in the amount of \$32,500, before trade in allowance; authorize the purchase of four new Ford Explorer Interceptor SUVs, from Fremont Motor Company-Lander, Lander, Wyoming, in the amount of \$112,880.04, before trade in; authorize the purchase of one new utility vehicle from Stotz Equipment, Casper, Wyoming, in the Amount of \$16,985.27, before trade in allowance; approving the appointment of Leonard Kennedy to the Leisure Services Advisory Board for a three year term ending December 31, 2017; approving the appointment of Chris Murray to the Leisure Services Advisory Board for a three year term ending December 31, 2017. Passed.

Individuals addressing the Council were: Andrea Whistler, 131 West "L" Street Apt. A, regarding negative campaigns; Ryan Perry, 242 North Lennox, regarding equipment for river safety; Charles Garrison, 1118 North Glenarm, regarding equipment for river safety; Ben Brown, regarding work in the vicinity of Hogadon; Donna Fox, 2261 Garden Creek Heights, regarding beetle kill trees; Chad Rostie, 131 West "L" Street, regarding negative campaigns; and Jude Buchanan, 123 South Beech Street, regarding a fundraising event.

Mayor Meyer noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, August 26, 2014, and at 7:00 a.m., Friday, August 29, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, September 2, 2014, in the Council Chambers.

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

The meeting was adjourned at 8:00 p.m.

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

## 71 CONSTRUCTION, INC.

5041 CITY STREETS	\$273.65	
4811 CITY STREETS	\$1,987.05	
4396 ASPHALT CITY STREETS	\$1,026.35	
4911 ASPHALT FOR 13TH STREET	\$13,894.40	
4414 ASPHALT FOR 13TH STREET	\$12,988.95	
5298 12TH & 13TH ON CY	\$15,074.80	
4822 CITY STREETS	\$1,127.75	
<b>\$46,372.95</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
<b>\$46,372.95</b>	<b>Subtotal for Vendor</b>	

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

14-07-680 POSTAGE	\$12.37	
	<b>\$12.37</b>	<b>Subtotal for Dept.</b> Balefill
14-07-686 POSTAGE	\$1.14	
	<b>\$1.14</b>	<b>Subtotal for Dept.</b> Fort Caspar
14-07-693 POSTAGE	\$1.82	
	<b>\$1.82</b>	<b>Subtotal for Dept.</b> Recreation
14-07-696 POSTAGE	\$7.98	
	<b>\$7.98</b>	<b>Subtotal for Dept.</b> Refuse Collection
14-07-690 POSTAGE	\$70.24	
	<b>\$70.24</b>	<b>Subtotal for Dept.</b> Water
	<b>\$93.55</b>	<b>Subtotal for Vendor</b>

## ADBAY.COM

6412 CASPER COMMUNITY BRANDING PROJ	\$16,000.00	
	<b>\$16,000.00</b>	<b>Subtotal for Dept.</b> Council
	<b>\$16,000.00</b>	<b>Subtotal for Vendor</b>

## ADECCO USA, INC.

67241938 LANDFILL LITTER CREW	\$2,197.80	
67251020 LANDFILL LITTER CREW	\$2,217.60	
67232546 LANDFILL LITTER CREW	\$2,311.65	
	<b>\$6,727.05</b>	<b>Subtotal for Dept.</b> Balefill
	<b>\$6,727.05</b>	<b>Subtotal for Vendor</b>

## AIRGAS INTERMOUNTAIN, INC.

9920183375 WELDING SUPPLIES	\$151.81	
	<b>\$151.81</b>	<b>Subtotal for Dept.</b> Balefill
9920183375 WELDING SUPPLIES	\$151.80	
	<b>\$151.80</b>	<b>Subtotal for Dept.</b> Refuse Collection
	<b>\$303.61</b>	<b>Subtotal for Vendor</b>

## ALTITUDE RECYCLING EQUIPMENT

1598 BALER REPAIRS	\$4,689.02	
	<b>\$4,689.02</b>	<b>Subtotal for Dept.</b> Balefill
	<b>\$4,689.02</b>	<b>Subtotal for Vendor</b>

## AMERICAN CIVIL CONSTRUCTORS, INC

2033944.06 GOLF COURSE IRRIGATION IMPROVE	\$65,705.00	
	<b>\$65,705.00</b>	<b>Subtotal for Dept.</b> Golf Course

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

**\$65,705.00** Subtotal for Vendor

**AMERICAN EAGLE CLEANING, LLC**  
4071 PRESSURE WASH TRASH TRUCKS

\$500.00  
**\$500.00** Subtotal for Dept. Refuse Collection  
**\$500.00** Subtotal for Vendor

**AMERIGAS - CASPER**  
801884543 PROPANE  
801849233 PROPANE  
3031479922 PROPANE

\$78.57  
\$139.83  
\$179.00  
**\$397.40** Subtotal for Dept. Balefill  
**\$397.40** Subtotal for Vendor

**AMY BROWN**  
RIN0024229 BIGGEST LOSER RUN/WALK

\$25.00  
**\$25.00** Subtotal for Dept. Health Insurance  
**\$25.00** Subtotal for Vendor

**APPALOOSA BROADCASTING**  
MCC-114072733 ADS

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

**ATLANTIC ELECTRIC, INC.**  
5335 RETAIN LUMINAIRE SERVICES

(\$112.00)  
**(\$112.00)** Subtotal for Dept. General Fund

5335 2013-14 LUMINAIRE SERVICES  
5334 2013-14 LUMINAIRE SERVICES

\$560.00  
\$560.00  
**\$1,120.00** Subtotal for Dept. Traffic  
**\$1,008.00** Subtotal for Vendor

**BALD EAGLE LIFTS**  
12 HOGADON YELLOW CHAIRLIFT DRIVE

\$15,940.00  
**\$15,940.00** Subtotal for Dept. Hogadon  
**\$15,940.00** Subtotal for Vendor

**BOOMTOWN COMMERCIAL SWEEPING, LLC.**  
3192 WEED CONTRACTOR  
3174 WEED CONTRACTOR

\$846.90  
\$583.64  
**\$1,430.54** Subtotal for Dept. Code Enforcement  
**\$1,430.54** Subtotal for Vendor

**BORIL, RONN**  
0022687997 DEPOSIT/CREDIT REFUND

\$41.02  
**\$41.02** Subtotal for Dept. Water  
**\$41.02** Subtotal for Vendor

**BOUNDURANT, KENNETH F**  
0022738142 DEPOSIT/CREDIT REFUND

\$54.27  
**\$54.27** Subtotal for Dept. Water  
**\$54.27** Subtotal for Vendor

**BRENNTAG PACIFIC, INC.**

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

BPI438966 FERRIC

BPI438965 FERRIC

\$13,750.94

\$13,844.34

**\$27,595.28** Subtotal for Dept. Water Treatment Plant

**\$27,595.28** Subtotal for Vendor

## BRENT JONES

9255 REIMBURSE UNIFORM PURCHASE

\$100.39

**\$100.39** Subtotal for Dept. Police

**\$100.39** Subtotal for Vendor

## BRODY ALLEN

WWC2317 BOOT REIMBURSEMENT

\$60.00

**\$60.00** Subtotal for Dept. Sewer

**\$60.00** Subtotal for Vendor

## BROWN, BLAKE/ABEL, AIMEE

0022687992 DEPOSIT/CREDIT REFUND

\$28.90

**\$28.90** Subtotal for Dept. Water

**\$28.90** Subtotal for Vendor

## BUCKALLEW, SHILA

0022687994 DEPOSIT/CREDIT REFUND

\$19.32

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

**\$19.32** Subtotal for Vendor

## CARLA MILLS-LAATSCH

RIN0024225 BIGGEST LOSER RUN/WALK

\$25.00

**\$25.00** Subtotal for Dept. Health Insurance

**\$25.00** Subtotal for Vendor

## CASELLE, INC.

59385 CONTRACT SUPPORT & MAINT 9/14

\$125.00

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

**\$125.00** Subtotal for Vendor

## CASPER PLANETARIUM

20140711 ADMISSIONS

\$178.00

**\$178.00** Subtotal for Dept. Recreation

**\$178.00** Subtotal for Vendor

## CASPER STAR TRIBUNE - REGULAR ADS ONLY

4411838 ADS

\$1,163.43

**\$1,163.43** Subtotal for Dept. Refuse Collection

4411838 ADS

\$168.27

4411838 ADS

\$1,100.10

**\$1,268.37** Subtotal for Dept. Streets

**\$2,431.80** Subtotal for Vendor

## CASSIA SMITH

RIN0024226 BIGGEST LOSER RUN/WALK

\$25.00

**\$25.00** Subtotal for Dept. Health Insurance

**\$25.00** Subtotal for Vendor

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

## CBS CONSTRUCTORS

RIN0024210 RETAIN REL SPDWY BLEACH 14-10

\$8,235.00  
**\$8,235.00** Subtotal for Dept. Capital Projects  
**\$8,235.00** Subtotal for Vendor

## CENTURYLINK

RIN0024090 PHONE USE

\$74.58  
**\$74.58** Subtotal for Dept. Balefill

RIN0024170 PHONE USE

\$38.12

RIN0024167 PHONE USE

\$74.80

RIN0024167 PHONE USE

\$42.89

**\$155.81** Subtotal for Dept. Casper Events Center

RIN0024170 PHONE USE

\$5.10

**\$5.10** Subtotal for Dept. Cemetery

RIN0024167 PHONE USE

\$0.24

**\$0.24** Subtotal for Dept. City Hall

RIN0024167 PHONE USE

\$0.28

RIN0024167 PHONE USE

\$83.71

**\$83.99** Subtotal for Dept. Communications Center

RIN0024167 PHONE USE

\$37.78

**\$37.78** Subtotal for Dept. Engineering

RIN0024167 PHONE USE

\$4.16

**\$4.16** Subtotal for Dept. Fire

RIN0024167 PHONE USE

\$42.60

**\$42.60** Subtotal for Dept. Municipal Court

RIN0024167 PHONE USE

\$37.78

**\$37.78** Subtotal for Dept. Police

RIN0024167 PHONE USE

\$36.08

**\$36.08** Subtotal for Dept. Sewer

RIN0024170 PHONE USE

\$37.37

**\$37.37** Subtotal for Dept. Streets

RIN0024167 PHONE USE

\$45.80

**\$45.80** Subtotal for Dept. Traffic

RIN0024170 PHONE USE

\$37.13

**\$37.13** Subtotal for Dept. Waste Water

**\$598.42** Subtotal for Vendor

## CHAMBER OF COMMERCE

RIN0024198 REFUND PARK DEPOSIT

\$200.00  
**\$200.00** Subtotal for Dept. Recreation  
**\$200.00** Subtotal for Vendor

## CHARTER

RIN0024188 INTERNET SERVICE JULY 2014

\$2.22

**\$2.22** Subtotal for Dept. Aquatics

RIN0024188 INTERNET SERVICE JULY 2014

\$16.67

**\$16.67** Subtotal for Dept. Balefill

RIN0024188 INTERNET SERVICE JULY 2014

\$4.44

**\$4.44** Subtotal for Dept. Buildings And Grounds

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

RIN0024188 INTERNET SERVICE JULY 2014	\$25.56	
	<b>\$25.56</b>	Subtotal for Dept. Casper Events Center
RIN0024188 INTERNET SERVICE JULY 2014	\$4.44	
	<b>\$4.44</b>	Subtotal for Dept. Cemetery
RIN0024188 INTERNET SERVICE JULY 2014	\$7.78	
	<b>\$7.78</b>	Subtotal for Dept. City Attorney
RIN0024188 INTERNET SERVICE JULY 2014	\$6.67	
	<b>\$6.67</b>	Subtotal for Dept. City Manager
RIN0024188 INTERNET SERVICE JULY 2014	\$13.33	
	<b>\$13.33</b>	Subtotal for Dept. Code Enforcement
RIN0024188 INTERNET SERVICE JULY 2014	\$8.89	
	<b>\$8.89</b>	Subtotal for Dept. Communications Center
RIN0024188 INTERNET SERVICE JULY 2014	\$10.00	
	<b>\$10.00</b>	Subtotal for Dept. Council
RIN0024188 INTERNET SERVICE JULY 2014	\$14.44	
	<b>\$14.44</b>	Subtotal for Dept. Engineering
RIN0024188 INTERNET SERVICE JULY 2014	\$32.23	
	<b>\$32.23</b>	Subtotal for Dept. Finance
RIN0024188 FS#2 FIBRE MOVE	\$42,430.00	
RIN0024188 INTERNET SERVICE JULY 2014	\$33.33	
	<b>\$42,463.33</b>	Subtotal for Dept. Fire
RIN0024188 INTERNET SERVICE JULY 2014	\$5.56	
	<b>\$5.56</b>	Subtotal for Dept. Fort Caspar
RIN0024188 INTERNET SERVICE JULY 2014	\$13.33	
	<b>\$13.33</b>	Subtotal for Dept. Garage
RIN0024188 INTERNET SERVICE JULY 2014	\$3.33	
	<b>\$3.33</b>	Subtotal for Dept. Golf Course
RIN0024188 INTERNET SERVICE JULY 2014	\$6.67	
	<b>\$6.67</b>	Subtotal for Dept. Hogadon
RIN0024188 INTERNET SERVICE JULY 2014	\$8.89	
	<b>\$8.89</b>	Subtotal for Dept. Human Resources
RIN0024188 INTERNET SERVICE JULY 2014	\$4.44	
	<b>\$4.44</b>	Subtotal for Dept. Ice Arena
RIN0024188 INTERNET SERVICE JULY 2014	\$17.78	
	<b>\$17.78</b>	Subtotal for Dept. Information Services
RIN0024188 INTERNET SERVICE JULY 2014	\$7.78	
	<b>\$7.78</b>	Subtotal for Dept. Metro Animal
RIN0024188 INTERNET SERVICE JULY 2014	\$14.44	
	<b>\$14.44</b>	Subtotal for Dept. Municipal Court
RIN0024188 INTERNET SERVICE JULY 2014	\$6.67	
	<b>\$6.67</b>	Subtotal for Dept. Parks
RIN0024188 INTERNET SERVICE JULY 2014	\$10.00	
	<b>\$10.00</b>	Subtotal for Dept. Planning
RIN0024188 INTERNET SERVICE JULY 2014	\$105.56	
	<b>\$105.56</b>	Subtotal for Dept. Police
RIN0024188 INTERNET SERVICE JULY 2014	\$8.89	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

	<b>\$8.89</b> Subtotal for Dept.	Recreation
RIN0024188 INTERNET SERVICE JULY 2014	\$4.44	
	<b>\$4.44</b> Subtotal for Dept.	Streets
RIN0024188 INTERNET SERVICE JULY 2014	\$6.67	
	<b>\$6.67</b> Subtotal for Dept.	Traffic
RIN0024188 INTERNET SERVICE JULY 2014	\$14.44	
	<b>\$14.44</b> Subtotal for Dept.	Waste Water
RIN0024188 INTERNET SERVICE JULY 2014	\$16.67	
RIN0024188 INTERNET SERVICE JULY 2014	\$4.44	
	<b>\$21.11</b> Subtotal for Dept.	Water
RIN0024188 INTERNET SERVICE JULY 2014	\$10.00	
	<b>\$10.00</b> Subtotal for Dept.	Water Treatment Plant
	<b>\$42,880.00</b> Subtotal for Vendor	
<b>CHERYL BOYLE</b>		
RIN0024228 BIGGEST LOSER RUN/WALK	\$25.00	
	<b>\$25.00</b> Subtotal for Dept.	Health Insurance
	<b>\$25.00</b> Subtotal for Vendor	
<b>CHRIS FUNCH</b>		
RIN0024191 TRAVEL EXPENSES	\$206.00	
	<b>\$206.00</b> Subtotal for Dept.	Police Grants
	<b>\$206.00</b> Subtotal for Vendor	
<b>CHRIS HADLOCK</b>		
RIN0024190 TRAVEL EXPENSES	\$276.00	
	<b>\$276.00</b> Subtotal for Dept.	Police
	<b>\$276.00</b> Subtotal for Vendor	
<b>CIVIL ENGINEERING PROFESSIONALS</b>		
RIN0024195 REFUND REPLAT APPLICATION FEE	\$200.00	
	<b>\$200.00</b> Subtotal for Dept.	General Fund Revenue
	<b>\$200.00</b> Subtotal for Vendor	
<b>CIVIL ENGINEERING PROFESSIONALS, INC.</b>		
14-030-03 2013 ART/COLLCTRS REVIEW	\$7,680.00	
	<b>\$7,680.00</b> Subtotal for Dept.	Streets
14-015-04 EAST 2ND ST AND SAM'S CLUB	\$4,780.00	
	<b>\$4,780.00</b> Subtotal for Dept.	Traffic
	<b>\$12,460.00</b> Subtotal for Vendor	
<b>CLINTON HARPER</b>		
RIN0024200 REFUND PARK DEPOSIT	\$150.00	
	<b>\$150.00</b> Subtotal for Dept.	Recreation
	<b>\$150.00</b> Subtotal for Vendor	
<b>CNIC HEALTH SOLUTIONS, INC.</b>		
RIN0024324 STOP LOSS SEPT 2014	\$52,017.72	
RIN0024324 ADMIN FEES SEPT 2014	\$17,509.41	
	<b>\$69,527.13</b> Subtotal for Dept.	Health Insurance
	<b>\$69,527.13</b> Subtotal for Vendor	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

## COLLECTION CENTER INC.

974300000210 COLLECTION FEES

\$283.73

**\$283.73** Subtotal for Dept. Balefill

974300000210 COLLECTION FEES

\$3.66

**\$3.66** Subtotal for Dept. Finance

974500000076 COLLECTION FEES

\$193.20

**\$193.20** Subtotal for Dept. Municipal Court

972000000268 COLLECTION FEES

\$108.54

**\$108.54** Subtotal for Dept. Refuse Collection

972000000268 COLLECTION FEES

\$82.49

**\$82.49** Subtotal for Dept. Sewer

972000000268 COLLECTION FEES

\$243.13

**\$243.13** Subtotal for Dept. Water

**\$914.75** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

68180 RADIO REPAIRS

\$38.00

68175 RADIO REPAIR

\$49.00

**\$87.00** Subtotal for Dept. Police

68181 R & R COBAN

\$588.00

**\$588.00** Subtotal for Dept. Police Dept

**\$675.00** Subtotal for Vendor

## COWDIN CLEANING

201185 WEED CONTRACTOR

\$694.76

**\$694.76** Subtotal for Dept. Code Enforcement

**\$694.76** Subtotal for Vendor

## CR CONCRETE & EXCAVATION

1022 RETAIN HGADON RES MEMB 13-12

(\$1,950.00)

**(\$1,950.00)** Subtotal for Dept. Capital Projects

1022 HOGADON RESERVOIR MEMBRANE

\$19,500.00

**\$19,500.00** Subtotal for Dept. Hogadon

**\$17,550.00** Subtotal for Vendor

## CRUMBAUGH, LOUARD/LACEY

0022687991 DEPOSIT/CREDIT REFUND

\$36.46

**\$36.46** Subtotal for Dept. Water

**\$36.46** Subtotal for Vendor

## DALE BUCKINGHAM ARCHITECTS

2089 ARCH/ENGINEERING AND CA FOR MU

\$4,607.55

**\$4,607.55** Subtotal for Dept. Golf Course

**\$4,607.55** Subtotal for Vendor

## DAN'S AUTO ELECTRIC

16116 RIVERWEST LS GEN STARTER

\$241.00

**\$241.00** Subtotal for Dept. Waste Water

**\$241.00** Subtotal for Vendor

## DARBI JO FOUNDATION

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

RIN0024203 REFUND PARK DEPOSIT

\$225.00  
**\$225.00** Subtotal for Dept. Recreation  
**\$225.00** Subtotal for Vendor

## DAVIDSON FIXED INCOME MGMT.

CM5910 FIXED INCOME MANAGEMENT FEES

\$6,996.01  
**\$6,996.01** Subtotal for Dept. Finance  
**\$6,996.01** Subtotal for Vendor

## DELUXE BUSINESS CHECKS AND SOLUTIONS

70740175 DEPOSIT TICKET BOOK

\$44.80  
**\$44.80** Subtotal for Dept. Metro Animal  
**\$44.80** Subtotal for Vendor

## DON BOOMSMA

RIN0024166 CLOTHING ALLOWANCE

\$82.59  
**\$82.59** Subtotal for Dept. Cemetery  
**\$82.59** Subtotal for Vendor

## DON CROW

4200 BIKE HELMET

\$40.00  
**\$40.00** Subtotal for Dept. Police  
**\$40.00** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

2876 SANITATION TRUCK REPAIRS

\$4,215.00  
**\$4,215.00** Subtotal for Dept. Refuse Collection  
**\$4,215.00** Subtotal for Vendor

## DPC INDUSTRIES, INC.

727000288-14 SODIUM HYPO

727000289-14 SODIUM HYPO

\$5,717.99  
\$5,799.67  
**\$11,517.66** Subtotal for Dept. Water Treatment Plant  
**\$11,517.66** Subtotal for Vendor

## ECOLAB - INSTITUTIONAL

5911604 REPLACEMENT CARTRIDGE

\$91.96  
**\$91.96** Subtotal for Dept. Casper Events Center  
**\$91.96** Subtotal for Vendor

## ECOLAB PEST ELIMINATION DIV., INC.

4513501 PEST ELIMINATION SERVICE

4513500 PEST ELIMINATION SERVICE

\$202.34  
\$72.45  
**\$274.79** Subtotal for Dept. Casper Events Center  
**\$274.79** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS

2671 COUNTRY CLUB RD-WY BLVD TO ARD

2646 COUNTRY CLUB RD-WY BLVD TO ARD

2634 2013 MISC WATER PH I

\$2,130.80  
\$381.10  
**\$2,511.90** Subtotal for Dept. Streets  
\$1,729.10  
**\$1,729.10** Subtotal for Dept. Water  
**\$4,241.00** Subtotal for Vendor

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

## ERICA KETCHUM

RIN0024221 BIGGEST LOSER RUN/WALK

\$25.00

**\$25.00** Subtotal for Dept. Health Insurance

**\$25.00** Subtotal for Vendor

## FEHR & PEERS

94083-FINAL LONG RANGE TRANSPORTATION PLAN

\$17,739.91

94083-FINAL LONG RANGE TRANSPORTATION PLAN

\$1,864.37

**\$19,604.28** Subtotal for Dept. Metropolitan Planning

**\$19,604.28** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI989849 MERCHANT SERVICES

\$248.42

REMI989876 MERCHANT SERVICES

\$214.41

REMI990233 MERCHANT SERVICES

\$17.34

**\$480.17** Subtotal for Dept. Casper Events Center

REMI989879 MERCHANT SERVICES

\$205.83

**\$205.83** Subtotal for Dept. Fort Caspar

REMI989566 MERCHANT SERVICES

\$1,994.83

**\$1,994.83** Subtotal for Dept. Water

**\$2,680.83** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0024189 PETTY CASH

\$83.07

RIN0024189 PETTY CASH

\$92.00

**\$175.07** Subtotal for Dept. Police

RIN0024237 PETTY CASH

\$68.19

**\$68.19** Subtotal for Dept. Recreation

**\$243.26** Subtotal for Vendor

## FISCHER BODY SHOP CORP.

22142 UNIT #101260/CLAIM #14C-119

\$998.97

**\$998.97** Subtotal for Dept. Property & Liability Insurance

**\$998.97** Subtotal for Vendor

## FIVE TRAILS ROTARY CLUB

103161 ROTARY DUES

\$325.00

**\$325.00** Subtotal for Dept. City Manager

**\$325.00** Subtotal for Vendor

## FOOD SVCS OF AMERICA

4723167 OPERATING SUPPLIES-CATERING

\$1,131.20

**\$1,131.20** Subtotal for Dept. Casper Events Center

**\$1,131.20** Subtotal for Vendor

## FORT CASPAR MUSEUM ASSOCIATION

RIN0024236 CASPER USO SHOW

\$3,000.00

**\$3,000.00** Subtotal for Dept. Council

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

## FRITZ HYATT

RIN0024185 RETIREMENT PARTY SUPPLIES

\$114.96

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

**\$114.96** Subtotal for Dept. Refuse Collection  
**\$114.96** Subtotal for Vendor

## GARY G. WAY

RIN0024240 TRAVEL EXPENSES

\$202.58  
**\$202.58** Subtotal for Dept. City Attorney  
**\$202.58** Subtotal for Vendor

## GOLDER ASSOCIATES

390557 CRL ENVIRONMENTAL MONITORING A  
389963 CLOSED UNLINED BALEFILL  
390556 ASSESSMENT OF CORRECTIVE MEASU  
390558 BALEFILL POST CLOSURE MON/REPO  
390559 CLOSED UNLINED BALEFILL

\$1,047.38  
\$10,928.72  
\$3,474.88  
\$929.25  
\$3,836.29  
**\$20,216.52** Subtotal for Dept. Balefill  
**\$20,216.52** Subtotal for Vendor

## GRANICUS, INC.

57067 MANAGED SERVICE AUGUST 2014

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

## GREINER MOTOR CO - CASPER

104485 ACCESSORIES, POLICE FUSHION  
FC6722 NEW 2014 FORD FUSION LESS TRAD  
FT6432 2014 FORD EXPEDITION LESS TRAD

\$1,542.00  
\$14,652.00  
\$30,203.00  
**\$46,397.00** Subtotal for Dept. Police Dept  
**\$46,397.00** Subtotal for Vendor

## HARRISON, KATHY

0022738140 DEPOSIT/CREDIT REFUND

\$54.76  
**\$54.76** Subtotal for Dept. Water  
**\$54.76** Subtotal for Vendor

## HEIN-BOND, LLC

RIN0024169 CONCEPTUAL DESIGN FOR UPGRADES

\$15,975.00  
**\$15,975.00** Subtotal for Dept. Balefill  
**\$15,975.00** Subtotal for Vendor

## HERNANDEZ, BRITTANY

0022687999 DEPOSIT/CREDIT REFUND

\$19.38  
**\$19.38** Subtotal for Dept. Water  
**\$19.38** Subtotal for Vendor

## HEWLETT PACKARD

54600563 MANAGER LAPTOP & DOCK STATION

54641042 HP Z230 TOWER WORKSTATION COMP  
54653487 HP LAPTOP COMPUTER

54691209 COMPUTER

\$1,049.67  
**\$1,049.67** Subtotal for Dept. Balefill  
\$1,947.08  
\$955.05  
**\$2,902.13** Subtotal for Dept. Casper Events Center  
\$976.49  
**\$976.49** Subtotal for Dept. Code Enforcement

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

54677834 QUADRO FIRE ADMIN COMPUTER	\$220.00	
54697869 PRINTER STN #2	\$622.00	
	<b>\$842.00</b>	Subtotal for Dept. Fire
54660388 MONITOR	\$205.00	
	<b>\$205.00</b>	Subtotal for Dept. Parks
54568759 DESK TOP COMPUTER	\$948.49	
54582909 COMPUTER MONITOR	\$148.00	
	<b>\$1,096.49</b>	Subtotal for Dept. Refuse Collection
	<b>\$7,071.78</b>	Subtotal for Vendor

## HEWLETT PACKARD COMPANY

54665246 TECHNOLOGIES	\$1,286.54	
	<b>\$1,286.54</b>	Subtotal for Dept. City Attorney
	<b>\$1,286.54</b>	Subtotal for Vendor

## HILSTON APPRAISALS

170-2014A WOLF CREEK CEMETARY/31.4 ACRES	\$750.00	
	<b>\$750.00</b>	Subtotal for Dept. Planning
	<b>\$750.00</b>	Subtotal for Vendor

## HOMAX OIL SALES, INC.

0251092-IN FUEL	\$28,459.42	
	<b>\$28,459.42</b>	Subtotal for Dept. Balefill
0251846-IN FUEL	\$4,340.84	
0252130-IN OIL, RETURNED FOR CREDIT	\$69.60	
0252130-IN OIL,	\$349.20	
0251515-IN FUEL	\$35,959.56	
0252353-IN CREDIT, RETURNED OIL	(\$139.68)	
0251515-IN FUEL	\$369.90	
0251513-IN FUEL	\$26,113.79	
0251514-IN FUEL	\$26,104.00	
0252353-IN OIL, CONOCO 5W20	\$69.60	
	<b>\$93,236.81</b>	Subtotal for Dept. Garage
0251706-IN FUEL	\$3,007.70	
	<b>\$3,007.70</b>	Subtotal for Dept. Golf Course
	<b>\$124,703.93</b>	Subtotal for Vendor

## INTERMOUNTAIN SLURRY SEAL

687059 RETAIN REC FAC TYPE 1 SLURRY	(\$7,261.50)	
	<b>(\$7,261.50)</b>	Subtotal for Dept. Capital Projects
687059 RECREATION FACILITIES TYPE 1	\$145,230.00	
	<b>\$145,230.00</b>	Subtotal for Dept. Parks
	<b>\$137,968.50</b>	Subtotal for Vendor

## IRRIGATION TECHNOLOGIES

607 IRRIGATION DESIGN AND CONSULTI	\$2,750.00	
	<b>\$2,750.00</b>	Subtotal for Dept. Golf Course
	<b>\$2,750.00</b>	Subtotal for Vendor

## IRVIN, JESSICA

0022738141 DEPOSIT/CREDIT REFUND	\$57.69	
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# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

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

## JACCI WARNE

RIN0024217 BIGGEST LOSER RUN/WALK

\$25.00  
**\$25.00** Subtotal for Dept. Health Insurance  
**\$25.00** Subtotal for Vendor

## JASON WHITTNER

RIN0024193 TRAVEL EXPENSES

\$178.00  
**\$178.00** Subtotal for Dept. Police  
**\$178.00** Subtotal for Vendor

## JENNIFER HENDERSON

RIN0024233 BIGGEST LOSER RUN/WALK

\$25.00  
**\$25.00** Subtotal for Dept. Health Insurance  
**\$25.00** Subtotal for Vendor

## JEREMY EASTIN

RIN0024192 TRAVEL EXPENSES

\$206.00  
**\$206.00** Subtotal for Dept. Police Grants  
**\$206.00** Subtotal for Vendor

## JOHNSON, JOSEPH

0022738144 DEPOSIT/CREDIT REFUND

\$28.90  
**\$28.90** Subtotal for Dept. Water  
**\$28.90** Subtotal for Vendor

## JOSEPH NICKERSON

364848 BOOT REIMBURSEMENT

\$91.84  
**\$91.84** Subtotal for Dept. Police  
**\$91.84** Subtotal for Vendor

## JOSH THOMPSON

RIN0024248 REFUND OVERPAYMENT ON UM ACCT

\$238.37  
**\$238.37** Subtotal for Dept. Water  
**\$238.37** Subtotal for Vendor

## JTL GROUP DBA KNIFE RIVER

104280 BASE COURSE - CITY YARD  
105060 KR CASPER GRAVEL 1  
104591 CONCRETE 39TH & BROOKVIEW  
104549 CONCRETE 39TH & RIDGECREST  
104310 ASPHALT - PATCH TRUCK  
104251 BASE COURSE  
104750 W BASE

\$162.50  
\$155.34  
\$240.00  
\$255.63  
\$641.86  
\$156.86  
\$160.86  
**\$1,773.05** Subtotal for Dept. Streets  
**\$1,773.05** Subtotal for Vendor

## JUSTINE TUMA

RIN0024230 BIGGEST LOSER RUN/WALK

\$25.00  
**\$25.00** Subtotal for Dept. Health Insurance  
**\$25.00** Subtotal for Vendor

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

## KAREN KILLION

RIN0024207 DEPOSIT REFUND, CANCEL 090614

\$150.00  
**\$150.00** Subtotal for Dept. Recreation  
**\$150.00** Subtotal for Vendor

## KATHY FRANTZ

RIN0024227 BIGGEST LOSER RUN/WALK

\$25.00  
**\$25.00** Subtotal for Dept. Health Insurance  
**\$25.00** Subtotal for Vendor

## KEVIN KNOPIK

RIN0024184 CLOTHING ALLOWANCE

\$100.00  
**\$100.00** Subtotal for Dept. Traffic  
**\$100.00** Subtotal for Vendor

## KIRBY, REBECCA/JOSHUA

0022687995 DEPOSIT/CREDIT REFUND

\$18.66  
**\$18.66** Subtotal for Dept. Water  
**\$18.66** Subtotal for Vendor

## KIRK BUCHHOLZ

1904403 CLOTHING ALLOWANCE

\$155.63  
**\$155.63** Subtotal for Dept. Police  
**\$155.63** Subtotal for Vendor

## KRAFT, DUANE R./BRANDI

0022687998 DEPOSIT/CREDIT REFUND

\$21.94  
**\$21.94** Subtotal for Dept. Water  
**\$21.94** Subtotal for Vendor

## KUBWATER RESOURCES, INC

04228 ZETAG 7593 DRY POLYMER

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

## LAMAR OUTDOOR ADVERTISING

105251632 ADS

\$1,000.00  
**\$1,000.00** Subtotal for Dept. Streets  
**\$1,000.00** Subtotal for Vendor

## LEATHERMAN, TRASIE

0022738143 DEPOSIT/CREDIT REFUND

\$52.81  
**\$52.81** Subtotal for Dept. Water  
**\$52.81** Subtotal for Vendor

## LORENZ, BRAD

0022738146 DEPOSIT/CREDIT REFUND

\$10.05  
**\$10.05** Subtotal for Dept. Water  
**\$10.05** Subtotal for Vendor

## LYNN MCBRIDE

RIN0024223 BIGGEST LOSER RUN/WALK

\$25.00  
**\$25.00** Subtotal for Dept. Health Insurance

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

**\$25.00** Subtotal for Vendor

## MARK REID

48589 TOOL REIMBURSEMENT

\$367.21

**\$367.21** Subtotal for Dept. Garage

**\$367.21** Subtotal for Vendor

## MARY FACCIANI

RIN0024222 BIGGEST LOSER RUN/WALK

\$25.00

**\$25.00** Subtotal for Dept. Health Insurance

**\$25.00** Subtotal for Vendor

## MAXWELL, THOMAS

0022687989 DEPOSIT/CREDIT REFUND

\$16.40

**\$16.40** Subtotal for Dept. Water

**\$16.40** Subtotal for Vendor

## MAZON, VICTORIA

0022738148 DEPOSIT/CREDIT REFUND

\$54.27

**\$54.27** Subtotal for Dept. Water

**\$54.27** Subtotal for Vendor

## MCCASLIN, PATRICK/TINA

0022687988 DEPOSIT/CREDIT REFUND

\$26.68

0022687988 DEPOSIT/CREDIT REFUND

\$75.00

**\$101.68** Subtotal for Dept. Water

**\$101.68** Subtotal for Vendor

## MCMURRY READY MIX CO.

217730 K STREET & JANE

\$1,218.00

217731 K STREET & JANE

\$862.75

110600 DALLISON PARK

\$692.86

**\$2,773.61** Subtotal for Dept. Parks

217734 39TH & VALLEY

\$276.25

217733 2305 W. 39TH

\$221.00

217732 39TH & RIDGECREST

\$552.50

217738 39TH & BROOKVIEW

\$442.00

217737 39TH & BROOKVIEW

\$331.50

217735 39TH & RIDGECREST

\$552.50

217736 39TH & RIDGECREST

\$718.25

**\$3,094.00** Subtotal for Dept. Streets

217739 CONCRETE

\$101.50

217589 CONCRETE

\$276.25

**\$377.75** Subtotal for Dept. Water

**\$6,245.36** Subtotal for Vendor

## MERCER HOUSE

RIN0024201 REFUND PARK DEPOSIT

\$200.00

**\$200.00** Subtotal for Dept. Recreation

**\$200.00** Subtotal for Vendor

## MICHAEL CAROTHERS

RIN0024187 BOOT REIMBURSEMENT

\$30.28

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

**\$30.28** Subtotal for Dept. Streets

**\$30.28** Subtotal for Vendor

## MICHELLE BAHE

RIN0024218 BIGGEST LOSER RUN/WALK

\$25.00

**\$25.00** Subtotal for Dept. Health Insurance

**\$25.00** Subtotal for Vendor

## MINOR, HOLLY

0022738149 DEPOSIT/CREDIT REFUND

\$46.46

**\$46.46** Subtotal for Dept. Water

**\$46.46** Subtotal for Vendor

## MOTOROLA SOLUTIONS

78273818 MONTHLY MAINT AGREEMENT

\$5,029.97

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

13021289 EQUIP FOR FLEET

\$24,103.20

**\$24,103.20** Subtotal for Dept. Police Dept

**\$29,133.17** Subtotal for Vendor

## NATHAN LANGE

RIN0024231 BIGGEST LOSER RUN/WALK

\$25.00

**\$25.00** Subtotal for Dept. Health Insurance

**\$25.00** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

943 JUVENILE PRISONER CARE JULY 14

\$7,500.00

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

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

## NATRONA COUNTY HEALTH DEPT.

0021351-IN MONTHLY FUNDING

\$50,000.00

**\$50,000.00** Subtotal for Dept. Social Community Services

**\$50,000.00** Subtotal for Vendor

## NELSON ENGINEERING

40611 AMEND #1 -

\$31.70

**\$31.70** Subtotal for Dept. Capital Projects

40611 DESIGN & C/A FORT CASPAR UNDER

\$1,427.92

**\$1,427.92** Subtotal for Dept. Fort Caspar

**\$1,459.62** Subtotal for Vendor

## NEVE'S UNIFORMS, INC.

NE32931 UNIFORMS

\$19.90

NE32926 UNIFORMS

\$41.95

NE32933 UNIFORMS

\$19.90

32932 UNIFORMS

\$19.90

NE32925 UNIFORMS

\$106.90

**\$208.55** Subtotal for Dept. Police

**\$208.55** Subtotal for Vendor

## NORTH PARK TRANSPORATION

08723181 EXHIBIT CRATE SHIPPING

\$88.46

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

**\$88.46** Subtotal for Dept. Fort Caspar

**\$88.46** Subtotal for Vendor

## PACIOLAN, INC.

0000066119 JULY 2014 E-VENUE

\$265.55

**\$265.55** Subtotal for Dept. Casper Events Center

**\$265.55** Subtotal for Vendor

## PATRICK W. STAFFORD

RIN0024196 TRAVEL EXPENSES

\$141.00

**\$141.00** Subtotal for Dept. Fire

**\$141.00** Subtotal for Vendor

## P-CARD VENDORS

00016232 NORCO INC - Purchase

\$101.33

00016359 NORCO INC - Purchase

\$231.02

00016227 PARTY AMERICA CASPER # - Purch

\$2.70

00016424 HAWKINS INC - Purchase

\$2,752.85

**\$3,087.90** Subtotal for Dept. Aquatics

00016267 BARGREEN WYOMING 25 - Purchase

\$148.75

00015895 NORCO INC - Purchase

\$2,037.00

00015871 SHERWIN WILLIAMS #3439 - Purch

\$335.23

00015889 WYOMING STEEL AND RECY - Purch

\$1,140.00

00016578 SAMSClub #6425 - Purchase

\$65.63

00015924 POWER EQUIPMENT CO CAS - Purch

\$108.39

00015957 SAMS CLUB #6425 - Purchase

\$37.30

00015976 ALSCO SLCAS - Purchase

\$298.55

00016096 DEWITT WATER - Purchase

\$12.50

00016073 HILLCREST SPRING WATER - Purch

\$23.75

00016139 VOLVO OF MILLS - Purchase

\$287.90

00015498 AIRGAS CENTRAL - Purchase

\$217.51

00016316 BARGREEN WYOMING 25 - Purchase

\$694.70

00016083 QUALITY OFFICE SOLUTIO - Purch

\$146.15

00015714 IN CASPER SAFETY LLC - Purcha

\$550.00

00015680 MENARDS CASPER - Purchase

\$164.44

00015590 SWANA - Purchase

\$200.00

00015869 SAFETY KLEEN SYSTEMS B - Purch

\$8,476.29

00015779 BAILEYS ACE HARDWARE - Purchas

\$14.98

**\$14,959.07** Subtotal for Dept. Balefill

00016584 WOODWORKERS SUPPLY, IN - Purch

\$15.17

00016199 NORCO INC - Purchase

\$38.68

00015976 ALSCO SLCAS - Purchase

\$224.80

00016508 BAILEYS ACE HARDWARE - Purchas

\$32.96

00016675 BLOEDORN LUMBER CASPER - Purch

\$2.24

00016310 CRESCENT ELECTRIC 103 - Purcha

\$67.32

00016539 ROTO ROOTER - Purchase

\$212.00

00016186 MENARDS CASPER - Purchase

\$3.52

00016524 BLOEDORN LUMBER CASPER - Purch

\$30.16

00016649 DIAMOND VOGEL PAINT #7 - Purch

\$38.49

00016377 NORCO INC - Purchase

\$63.68

00016587 CRUM ELECTRIC SUPPLY C - Purch

\$4.61

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016161	SAMS CLUB #6425 - Purchase	\$76.62	
00016269	BAILEYS ACE HARDWARE - Purchas	\$12.78	
00016273	BLOEDORN LUMBER CASPER - Purch	\$8.06	
00016302	CRESCENT ELECTRIC 103 - Purcha	\$175.52	
00016300	BLOEDORN LUMBER CASPER - Purch	\$10.79	
00016087	LONG BLDG. TECHNOLOGIE - Purch	\$1,485.00	
00016229	DENNIS SUPPLY COMPAN - Purchas	\$687.96	
00016087	LONG BLDG. TECHNOLOGIE - Purch	\$125.00	
00016306	CRUM ELECTRIC SUPPLY C - Purch	\$21.00	
00016528	INTERMOUNTAIN MOTOR SA - Purch	\$1,660.18	
00016319	CRESCENT ELECTRIC 103 - Purcha	\$82.10	
00016648	DIAMOND VOGEL PAINT #7 - Purch	\$38.49	
00016656	TOOLBARN - TOOL PARTS - Purcha	\$55.85	
00016120	NORCO INC - Purchase	\$547.43	
00016087	LONG BLDG. TECHNOLOGIE - Purch	\$220.00	
00016154	BLOEDORN LUMBER CASPER - Purch	\$25.19	
00016158	CRESCENT ELECTRIC 103 - Purcha	\$33.66	
		<b>\$5,999.26</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00016290	ALBERTSONS - Purchase	\$19.83	
00016090	QDOBA #2895 QPS - Purch	\$24.68	
00016164	LONG BLDG. TECHNOLOGIE - Purch	\$4,246.00	
00016141	DARLING INGREDIENTS - Purchase	\$40.00	
00016284	WW GRAINGER - Purchase	\$8.20	
00016054	WM SUPERCENTER #3778 - Purchas	\$7.88	
00016290	ALBERTSONS - Purchase	\$39.94	
00016331	NORCO INC - Purchase	\$43.06	
00016021	FINANCIAL SERVICES - Purchase	\$749.00	
00016089	SAFEWAY STORE00024687 - Purch	\$10.98	
00016190	THE UPS STORE 2200 - Purchase	\$16.17	
00016234	POLLSTAR - Purchase	\$155.90	
00016341	SAMSClub #6425 - Purchase	\$29.30	
00016026	DIAMOND VOGEL PAINT #7 - Purch	\$303.92	
00016420	ATLAS OFFICE PRODUCTS - Purcha	\$95.96	
00016228	SUBWAY 03116324 - Purch	\$7.56	
		<b>\$5,798.38</b>	<b>Subtotal for Dept. Casper Events Center</b>
00016567	THOMSON WEST TCD - Purchase	\$1,069.11	
		<b>\$1,069.11</b>	<b>Subtotal for Dept. City Attorney</b>
00016343	PARTY AMERICA CASPER # - Purch	\$12.50	
00016608	CENTRAL WYOMING SENIOR - Purch	\$450.00	
00016554	ATLAS OFFICE PRODUCTS - Purcha	\$11.05	
		<b>\$473.55</b>	<b>Subtotal for Dept. City Manager</b>
00016465	ATLAS OFFICE PRODUCTS - Purcha	\$11.90	
00016257	ATLAS REPRODUCTION - Purchase	\$28.00	
00016630	ATLAS OFFICE PRODUCTS - Purcha	\$64.02	
00016369	ATLAS OFFICE PRODUCTS - Purcha	\$77.66	
00016180	VZWRLSS IVR VB - Purchase	\$117.50	
		<b>\$299.08</b>	<b>Subtotal for Dept. Code Enforcement</b>
00016156	PARK RIDGE BEHAVIORAL - Purcha	\$300.00	
00016189	TW ENTERPRISES INC - Purchase	\$497.24	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016408	QUALITY OFFICE SOLUTIO - Purch	\$91.00	
00016707	GUS GLOBALSTAR USA - Purchase	\$113.21	
00016485	QUALITY OFFICE SOLUTIO - Purch	\$16.29	
00016198	AT&T	\$28.64	
00016409	QUALITY OFFICE SOLUTIO - Purch	\$94.64	
		<b>\$1,141.02</b>	<b>Subtotal for Dept. Communications Center</b>
00016180	VZWLSS IVR VB - Purchase	\$30.02	
		<b>\$30.02</b>	<b>Subtotal for Dept. Council</b>
00016180	VZWLSS IVR VB - Purchase	\$47.45	
00015866	MENARDS CASPER - Purchase	\$49.99	
00016222	MENARDS 3243 CASPER - Credit	(\$49.99)	
		<b>\$47.45</b>	<b>Subtotal for Dept. Engineering</b>
00016248	SQ GREAT HARVEST BAKE - Purch	\$44.00	
00016179	ALSCO SLCAS - Purchase	\$11.61	
00016378	LITTLE CAESARS 1989 00 - Purch	\$38.94	
00016488	D J WALL-ST-JOURNAL - Purchase	\$275.88	
00016182	ALSCO SLCAS - Purchase	\$11.61	
00016279	WM SUPERCENTER #1617 - Purchas	\$25.50	
00016170	ALSCO SLCAS - Purchase	\$11.61	
00015829	WYOMING SOCIET00 OF 00 - Purch	\$590.00	
00016180	VZWLSS IVR VB - Purchase	\$23.38	
00016166	ALSCO SLCAS - Purchase	\$11.61	
00016157	SQ HITEK COMMUNICATIO - Purch	\$139.70	
00016274	SAMS CLUB #6425 - Purchase	\$7.36	
		<b>\$1,191.20</b>	<b>Subtotal for Dept. Finance</b>
00016260	WAL-MART #3778 - Purchase	\$71.88	
00015965	BLOEDORN LUMBER CASPER - Purch	\$6.29	
00015949	ALBERTSONS - Purchase	\$15.00	
00015959	SAMS CLUB #6425 - Purchase	\$199.60	
00015858	Galls Intern - Purchase	\$156.95	
00015990	Galls Intern - Purchase	\$149.93	
00016177	NATIONWIDE SUPPLY IQPS - Purch	\$50.30	
00016171	VOLVO OF MILLS - Purchase	\$80.48	
00016018	BEARING BELTCHAIN00244 - Purch	\$14.36	
00015999	SAMS CLUB #6425 - Purchase	\$209.98	
00016249	NFPA NATL FIRE PROTECT - Purch	\$430.00	
00016163	NATIONWIDE SUPPLY IQPS - Purch	\$466.92	
00015987	HARTZ E&F TOWING & REC - Purch	\$200.00	
00016000	SQ PYROTECHS INC - Purchase	\$100.00	
00016289	HOLIDAY INN RIVERTON - Purchas	\$361.88	
00015986	OVERHEAD DOOR COMPANY - Purcha	\$1,724.00	
00016272	WW GRAINGER - Purchase	\$120.74	
00015788	DISPLAYS2GOCOM - Purchase	\$673.71	
		<b>\$5,032.02</b>	<b>Subtotal for Dept. Fire</b>
00016390	BETSY ROSE FLAG GIRLS - Purcha	\$502.07	
00015807	TY INC - Purchase	\$71.23	
00016356	C&J SAYLES INC - Purchase	\$344.18	
00016481	TY INC - Purchase	\$63.44	
00016622	Mountain Plains Museum - Purch	\$224.00	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00015985	BLK MPMA - Purchase	\$45.00	
		<b>\$1,249.92</b>	<b>Subtotal for Dept. Fort Caspar</b>
00016181	Seat Covers Unlimited - Purcha	\$150.95	
00016183	L N CURTIS & SONS - Purchase	\$1,124.78	
00016184	WW GRAINGER - Purchase	\$554.40	
00016145	HONNEN EQUIPMENT #04 - Purchas	\$157.68	
00016180	VZWRLLS IVR VB - Purchase	\$21.63	
00016137	STOTZ EQUIPMENT - Purchase	\$36.82	
00016593	GREINER MOTOR COMPANY - Purcha	\$78.24	
00016298	GREINER MOTOR COMPANY - Purcha	\$87.68	
00016218	GREINER BUICK GMC CADI - Purch	\$160.56	
00016165	TITAN MACHINERY - CASP - Purch	\$1,179.40	
00016147	L N CURTIS & SONS - Purchase	\$324.18	
00016593	GREINER MOTOR COMPANY - Purcha	\$78.24	
00016233	NORCO INC - Purchase	\$58.92	
00016449	GREINER MOTOR COMPANY - Purcha	\$469.66	
00016604	HENSLEY BATTERY & ELEC - Purch	\$38.18	
00016301	HOWARD SUPPLY COMPANY - Purcha	\$226.49	
00016593	GREINER MOTOR COMPANY - Purcha	\$78.24	
00016591	STOTZ EQUIPMENT - Purchase	\$13.07	
00016371	GREINER MOTOR COMPANY - Purcha	\$127.14	
00016439	GREINER MOTOR COMPANY - Purcha	\$143.85	
00016414	STOTZ EQUIPMENT - Purchase	\$91.86	
00016293	STOTZ EQUIPMENT - Purchase	\$195.60	
00016102	BEARING BELTCHAIN00244 - Purch	\$10.76	
00016445	JACKS TRUCK AND EQUPMT - Purch	\$5.81	
00016368	BEARING BELTCHAIN00244 - Purch	\$4.69	
00015881	BISCO INDUSTRIES INC - Purchas	\$103.08	
00016207	GREINER MOTOR COMPANY - Purcha	\$132.95	
00016413	GREINER MOTOR COMPANY - Credit	(\$18.00)	
00016258	WYOMING MACHINERY CO - Purchas	\$172.09	
00016444	WW GRAINGER - Purchase	\$60.80	
00016072	BEARING BELTCHAIN00244 - Purch	\$66.48	
00016308	HENSLEY BATTERY & ELEC - Purch	\$186.26	
00016537	DRIVE TRAIN INDUSTRIES - Purch	\$106.60	
00016215	WW GRAINGER - Purchase	\$3.85	
00016113	BEARING BELTCHAIN00244 - Purch	\$132.66	
00016436	MIDLAND IMPLEMENT CO - Purchas	\$126.17	
00016426	BEARING BELTCHAIN00244 - Purch	\$49.61	
00016511	WEAR PARTS INC - Purchase	\$157.86	
00016403	HOSE & RUBBER SUPPLY - Purchas	\$100.04	
00016135	BEARING BELTCHAIN00244 - Purch	\$45.04	
00016557	WEAR PARTS INC - Purchase	\$29.00	
00016381	BEARING BELTCHAIN00244 - Purch	\$18.49	
00016487	BEARING BELTCHAIN00244 - Purch	\$99.80	
00016362	BEARING BELTCHAIN00244 - Purch	\$45.04	
00016339	GREINER MOTOR COMPANY - Purcha	\$303.58	
00016075	BEARING BELTCHAIN00244 - Purch	\$44.50	
00016439	GREINER MOTOR COMPANY - Purcha	\$18.54	
00015954	NUTECH SPECIALTIES INC - Purch	\$64.95	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016010	GREINER MOTOR COMPANY - Credit	(\$25.93)
00016309	FRANK J. ZAMBONI & CO. - Purch	\$311.32
00016458	HD SUPPLY UTILITIES, L - Purch	\$7.91
00015757	TIRE PROFESSIONALS INC - Purch	\$1,996.08
00016188	APPLIED IND TECH 0733 - Purch	\$247.78
00015954	NUTECH SPECIALTIES INC - Purch	\$217.50
00016455	JACKS TRUCK AND EQUPMT - Purch	\$92.88
00015984	B&B AUTO ELECTRIC INC - Purcha	\$410.00
00016437	GREINER MOTOR COMPANY - Purcha	\$22.38
00015894	GOODYEAR COMMERCIAL TI - Purch	\$237.84
00016470	BEARING BELTCHAIN00244 - Purch	\$9.66
00015910	HOBBY-LOBBY #0233 - Purchase	\$22.89
00016263	WW GRAINGER - Purchase	\$10.01
00016447	BEARING BELTCHAIN00244 - Credi	(\$111.68)
00016025	BEARING BELTCHAIN00244 - Purch	\$46.32
00016417	BEARING BELTCHAIN00244 - Purch	\$60.13
00016479	BEARING BELTCHAIN00244 - Purch	\$46.08
00015790	SQ ATLANTIC ELECTRIC, - Purch	\$1,360.58
00016475	STOTZ EQUIPMENT - Purchase	\$227.27
00016333	MACDONALD EQUIPMENT CO - Purch	\$621.61
00016276	BEARING BELTCHAIN00244 - Purch	\$25.82
00015796	BEARING BELTCHAIN00244 - Purch	\$3,293.28
00016370	STOTZ EQUIPMENT - Purchase	\$61.42
00016512	STOTZ EQUIPMENT - Purchase	\$13.86
00016589	DRIVE TRAIN INDUSTRIES - Purch	\$106.60
00016322	BEARING BELTCHAIN00244 - Purch	\$57.68
00016428	STOTZ EQUIPMENT - Purchase	\$108.00
00016438	JACKS TRUCK AND EQUPMT - Purch	\$22.89
00016092	STOTZ EQUIPMENT - Purchase	\$85.74
00016126	GOODYEAR COMMERCIAL TI - Purch	\$237.84
00016126	GOODYEAR COMMERCIAL TI - Purch	\$254.66
00016137	STOTZ EQUIPMENT - Purchase	\$140.39
00016590	STOTZ EQUIPMENT - Purchase	\$309.26
00016079	GOODYEAR COMMERCIAL TI - Purch	\$257.00
00016125	CASPER TIRE - Purchase	\$470.00
00016121	STOTZ EQUIPMENT - Purchase	\$27.90
00016118	EATON SALES & SERVICE - Purcha	\$69.44
00016114	STOTZ EQUIPMENT - Purchase	\$430.32
00016295	HENSLEY BATTERY & ELEC - Purch	\$79.82
00016446	STOTZ EQUIPMENT - Purchase	\$65.96
00016068	MIDLAND IMPLEMENT CO - Purcha	\$27.15
00016130	WHITES MOUNTAIN - Purchase	\$21.45
00016093	BEARING BELTCHAIN00244 - Purch	\$32.16
00016538	POWER EQUIPMENT CO CAS - Purch	\$1,561.14
00016076	BEARING BELTCHAIN00244 - Purch	\$34.49
00016072	BEARING BELTCHAIN00244 - Purch	\$54.99
00016070	LARIAT INTERNATIONAL T - Purch	\$62.48
00016069	NORCO INC - Purchase	\$118.11
00016057	HONNEN EQUIPMENT #04 - Purcha	\$27.71
00016111	BEARING BELTCHAIN00244 - Purch	\$69.70

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016191	DRIVE TRAIN INDUSTRIES - Purch	\$262.92	
00016044	HONNEN EQUIPMENT #04 - Purchas	\$2,713.68	
00016349	ALSCO SLCAS - Purchase	\$996.20	
00016348	ATLAS OFFICE PRODUCTS - Purcha	\$27.52	
00016333	MACDONALD EQUIPMENT CO - Purch	\$1,185.60	
00016328	HONNEN EQUIPMENT #04 - Purchas	\$241.05	
00016146	POWER EQUIPMENT CO CAS - Purch	\$371.22	
00016067	GOODYEAR COMMERCIAL TI - Purch	\$1,516.50	
00016107	DRIVEN POWERSPORTS - Purchase	\$8.99	
00016131	STOTZ EQUIPMENT - Purchase	\$149.67	
00016520	GREINER MOTOR COMPANY - Purcha	\$22.08	
00016588	GREINER MOTOR COMPANY - Credit	(\$72.20)	
00016573	GREINER MOTOR COMPANY - Credit	(\$413.10)	
00016565	WW GRAINGER - Purchase	\$24.80	
00016564	DECKER AUTO GLASS - Purchase	\$194.17	
00016082	BEARING BELTCHAIN00244 - Purch	\$62.30	
00015911	KELLYS ALIGNMENT AND B - Purch	\$88.00	
00016266	WHITES MOUNTAIN - Purchase	\$60.92	
00016383	BEARING BELTCHAIN00244 - Purch	\$173.98	
00016548	GREINER MOTOR COMPANY - Purcha	\$102.99	
00016559	GREINER MOTOR COMPANY - Purcha	\$88.62	
00016504	CASPER TIRE - Purchase	\$115.00	
00016103	WW GRAINGER - Purchase	\$21.02	
00016534	GREINER MOTOR COMPANY - Purcha	\$69.94	
00016365	MIDLAND IMPLEMENT CO - Purchas	\$238.42	
00016241	WW GRAINGER - Purchase	\$37.52	
00016496	BEARING BELTCHAIN00244 - Purch	\$95.86	
00016542	APPLIED IND TECH 0733 - Purch	\$49.82	
00016504	CASPER TIRE - Purchase	\$95.00	
00016516	OREILLY AUTO 00027466 - Purch	\$107.96	
00016517	GREINER MOTOR COMPANY - Purcha	\$22.15	
00016530	GREINER MOTOR COMPANY - Purcha	\$42.88	
00016128	GOODYEAR COMMERCIAL TI - Credi	(\$308.96)	
00016540	APPLIED IND TECH 0733 - Purch	\$28.09	
00016491	WW GRAINGER - Purchase	\$20.41	
		<b>\$29,847.13</b>	<b>Subtotal for Dept. Garage</b>
00016527	CHARTER COMM - Purchase	\$135.31	
00016387	WEAR PARTS INC - Purchase	\$6.37	
00016490	COMMUNICATION TECHNOLO - Purch	\$186.00	
00016178	R & R REST STOPS - Purchase	\$755.13	
00016155	SUMMIT ELECTRIC, INC. - Purcha	\$70.00	
00016336	VOLVO OF MILLS - Purchase	\$36.76	
		<b>\$1,189.57</b>	<b>Subtotal for Dept. Golf Course</b>
00016283	VISTAPR VistaPrint.com - Purch	\$91.98	
00016163	NATIONWIDE SUPPLY IQPS - Purch	\$104.34	
00016177	NATIONWIDE SUPPLY IQPS - Purch	\$4.19	
00016314	DRUGSTORE.COM - Purchase	\$149.97	
		<b>\$350.48</b>	<b>Subtotal for Dept. Health Insurance</b>
00016563	WCI OF WYOMING, INC - Purchase	\$220.00	
00016577	AIRGAS CENTRAL - Purchase	\$69.82	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016515	CHEYENNE LITTLE AMERIC - Credi	(\$39.60)	
00016351	THE HOME DEPOT 6001 - Purchase	\$15.97	
00016448	LITTLE AMERICA CHEYE - Purchas	\$3.73	
00016086	STAPLES 00114181 - Purch	\$149.63	
00016402	LITTLE AMERICA CHEYE - Purchas	\$16.31	
00016410	LITTLE AMERICA CHEYE - Purchas	\$16.31	
00016602	ORKIN 854 - Purchase	\$84.27	
00016401	SHADOWS PUB & GRILL - Purchase	\$12.59	
00016522	CHEYENNE LITTLE AMERIC - Purch	\$396.00	
00016507	LITTLE AMERICA CHEYE - Purchas	\$12.34	
00016180	VZWRLSS IVR VB - Purchase	\$21.63	
00016536	CHEYENNE LITTLE AMERIC - Purch	\$435.60	
00016494	TEXAS RDHSECHEYENNE L - Purcha	\$17.62	
00016423	ALBANY RESTAURANT & BA - Purch	\$25.19	
		<b>\$1,457.41</b>	<b>Subtotal for Dept. Hogadon</b>
00016163	NATIONWIDE SUPPLY IQPS - Purch	\$20.28	
00016115	CADDIE SHACK RESTAURAN - Purch	\$1,265.00	
00016177	NATIONWIDE SUPPLY IQPS - Purch	\$13.29	
00016117	WM SUPERCENTER #1617 - Purchas	\$375.49	
00016375	ABSO - Purchase	\$940.29	
00016729	ATLAS OFFICE PRODUCTS - Purcha	\$232.58	
00016558	ATLAS OFFICE PRODUCTS - Purcha	\$72.30	
		<b>\$2,919.23</b>	<b>Subtotal for Dept. Human Resources</b>
00016009	PILOT 00007583 - Purch	\$25.46	
00015764	GUMBALL MACHINE FACTOR - Purch	\$75.18	
00016240	PAPA JOHN'S #01393 - Purchase	\$33.96	
		<b>\$134.60</b>	<b>Subtotal for Dept. Ice Arena</b>
00015765	MCALISTERS DELI CANAL - Purcha	\$8.71	
00015450	ARCAS TECHNOLOGY INC - Purchas	\$62.00	
00015827	UNITED 01626024264524 - Pur	\$25.00	
00015868	POPPYS TIME OUT SPORTS - Purch	\$18.65	
00015875	MCALISTERS DELI CANAL - Purcha	\$11.44	
00015838	AIRPORT SHUTTLE - Purchase	\$38.00	
00016429	TEMPERATUREALERT-C - Purchase	\$14.71	
00015982	HILTON HOTELS - Purchase	\$425.98	
00016663	VSN DOTGOVREGISTRATION - Purch	\$125.00	
00016347	MENARDS CASPER - Purchase	\$3.14	
00015763	MCALISTERS DELI CANAL - Purcha	\$9.21	
00015960	UNITED 01626025961615 - Pur	\$25.00	
00016583	EXXONMOBIL 47648746 - Purch	\$29.72	
00015437	HILTON HOTELS - Purchase	\$212.99	
00016568	BRADLEY PETROLEUM IN - Purchas	\$48.54	
		<b>\$1,058.09</b>	<b>Subtotal for Dept. Information Services</b>
00016529	USPS 57155809430310940 - Purch	\$13.09	
00015320	NORCO INC - Purchase	\$177.75	
00014764	CASPERNATRONAHEALTHPAY - Purch	\$720.00	
00016055	EXXONMOBIL 47672811 - Purch	\$8.50	
00016700	NORCO INC - Purchase	\$73.00	
00014740	COCA COLA BOTTLING CO - Purcha	\$91.50	
00014734	FIRSTDATA COMMERCIAL S - Purch	\$90.54	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016019 NORCO INC - Purchase	\$394.07	
00015950 WM SUPERCENTER #1617 - Purchas	\$65.68	
00016342 WW GRAINGER - Purchase	\$48.02	
00014778 GOVTELLERNATRONAWYFEE - Purcha	\$21.30	
00016418 NORCO INC - Purchase	\$250.96	
00016245 USPS 57627004930333223 - Purch	\$10.20	
00015847 Galls Intern - Purchase	\$126.93	
00014783 GREENS SEWER AND DRAIN - Purch	\$98.00	
	<b>\$2,189.54</b>	<b>Subtotal for Dept. Metro Animal</b>
00016216 ATLAS OFFICE PRODUCTS - Federa	\$23.46	
00016216 ATLAS OFFICE PRODUCTS - Local	\$2.47	
00016194 FLEMING SUPPLY - CAT5 Cable Lo	\$0.47	
00016194 FLEMING SUPPLY - CAT5 Cable Fe	\$4.47	
00016551 BURGER KING #4025 Q07 - Local	\$0.69	
00016551 BURGER KING #4025 Q07 - Feder	\$6.61	
	<b>\$38.17</b>	<b>Subtotal for Dept. Metropolitan Planning</b>
00016226 BLOEDORN LUMBER CASPER - Purch	\$20.00	
00016237 BAILEYS ACE HARDWARE - Purchas	\$8.98	
00016210 ATLAS OFFICE PRODUCTS - Purcha	\$37.07	
00016244 STOTZ EQUIPMENT - Purchase	\$850.08	
00016027 LOAF N JUG #0105 Q81 - Purch	\$7.00	
00016064 SAMS CLUB #6425 - Purchase	\$9.48	
00016287 SQ COMPLETE TREE SERV - Purch	\$2,390.00	
00016007 THE HOME DEPOT 6001 - Purchase	\$13.96	
00016063 THE HOME DEPOT 6001 - Purchase	\$19.97	
00015947 CPS DISTRIBUTORS INC C - Purch	\$153.00	
00016250 OREILLY AUTO 00027466 - Purch	\$101.34	
00015867 CPS DISTRIBUTORS INC C - Purch	\$394.68	
00016081 CPS DISTRIBUTORS INC C - Purch	\$203.32	
00016031 THE HOME DEPOT 6001 - Credit	(\$24.97)	
00016173 CPS DISTRIBUTORS INC C - Purch	\$180.18	
00016058 BAILEYS ACE HARDWARE - Purchas	\$2.13	
	<b>\$4,366.22</b>	<b>Subtotal for Dept. Parks</b>
00016149 USPS 57155809430310940 - Purch	\$2.70	
00016482 LOVE S COUNTRY00002204 - Purch	\$35.50	
00016498 LA QUINTA INN & SUITES - Purch	\$454.44	
00016148 USPS 57155809430310940 - Purch	\$3.79	
00016452 RANCH HOUSE CAFE - Purchase	\$11.97	
00016396 EXXONMOBIL 45948007 - Purch	\$33.00	
00016151 GOBBELL HAYS PRNTS INC - Purch	\$425.00	
00016332 TEXAS RDHSE HOLDINGS L - Purch	\$18.76	
00016112 MAVERIK #426 - Purchase	\$44.00	
00016299 CASA BONITA 361 - Purchase	\$18.90	
00016221 TGI FRIDAY'S #461 - Purchase	\$22.68	
00016477 ATLAS REPRODUCTION - Purchase	\$6.00	
00016187 RED ROBIN BURGERWORKS - Purcha	\$8.83	
	<b>\$1,085.57</b>	<b>Subtotal for Dept. Planning</b>
00016514 RADIOSHACK COR00186973 - Purch	\$69.99	
00016327 NEW MARKET PURE - Purchase	\$56.55	
00016153 NATIONWIDE SUPPLY IQPS - Purch	\$62.10	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016109	R & R REST STOPS - Purchase	\$138.92
00016247	PILOT 00004069 - Purch	\$64.46
00016116	LOAF N JUG #0119 Q81 - Purch	\$35.49
00016640	HOSE & RUBBER SUPPLY - Purchas	\$46.80
00016497	ATLAS OFFICE PRODUCTS - Purcha	\$77.92
00016607	ATLAS OFFICE PRODUCTS - Purcha	\$123.31
00016345	PROVANTAGE LLC - Purchase	\$92.49
00015772	CASPER ANIMAL CENTER, - Purcha	\$179.14
00016344	DELTA 00682487257922 - Pur	\$25.00
00016483	CASPER ANIMAL CENTER, - Purcha	\$104.04
00016143	53 FASTLANE - Purchase	\$65.47
00016688	ATLAS OFFICE PRODUCTS - Purcha	\$109.67
00016463	SNAPPY STORE 48 - Purchase	\$41.67
00016150	ENTENMANN-ROVIN COMPAN - Purch	\$50.00
00016460	GRAND ISLAND FAT DOGS - Purcha	\$51.28
00016159	RICOH USA, INC - Purchase	\$543.42
00016561	CASPER FIRE EXTINGUISH - Purch	\$44.75
00016078	WILKINSON OGALLALA - Purchase	\$36.31
00016077	SIRCHIE FINGER PRINT L - Purch	\$664.70
00016162	NMI NATIONWIDE/ALLIED - Purcha	\$50.00
00016160	GIT N SPLIT - Purchase	\$47.79
00015133	LOAF N JUG #0119 Q81 - Purch	\$23.04
00016613	CASPER ANIMAL CENTER, - Purcha	\$103.50
00016357	U GAS 227 - Purchase	\$45.20
00016425	SAPP BROS SIDNEY - Purchase	\$54.88
00016434	SHERATON DALLAS - Purchase	\$783.75
00016176	RESPOND FIRST AID - Purchase	\$190.20
00016407	CASPER ANIMAL CENTER, - Purcha	\$30.96
00016701	PUBLIC AGENCY TRAINING - Purch	\$495.00
00015440	CONOCO GAS N GO - Purchase	\$41.09
00016643	NOLAND FEED INC. - Purchase	\$57.35
00016230	PATC - Purchase	\$35.00
00016172	ATLAS OFFICE PRODUCTS - Purcha	\$100.16
00016200	SHELL OIL 574267879QPS - Purch	\$35.70
00016367	STHRN PRIDE TRK PLZQPS - Purch	\$47.15
00016225	HOLIDAY INN EXPRESS ME - Purch	\$92.34
00016217	HOLIDAY INN EXPRESS ME - Purch	\$92.34
00016404	ATLAS OFFICE PRODUCTS - Purcha	\$344.46
00016405	QUALITY OFFICE SOLUTIO - Purch	\$41.07
00016204	OLDE MASTER ORIGINALS - Purcha	\$40.00
00016311	Amazon.com - Purchase	\$615.70
00015962	QUALITY OFFICE SOLUTIO - Purch	\$239.41
00015815	KWIK SHOP SOUTH - Purchase	\$44.90
00016239	CASPER ANIMAL CENTER, - Purcha	\$91.08
00016432	NEW MARKET PURE - Purchase	\$33.00
00016142	DELTA 00682486401240 - Pur	\$25.00
00015555	LOAF N JUG #0119 Q81 - Purch	\$24.05
00016265	TLF KEEFES FLOWERS - Purchase	\$116.94
00016242	NORCO INC - Purchase	\$41.94
00016355	NOLAND FEED INC. - Purchase	\$189.55

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00015419 HOLIDAY INN EXPRESS/ST - Purch	\$844.55	
00015994 OLDE MASTER ORIGINALS - Purcha	\$282.50	
	<b>\$7,983.08</b>	<b>Subtotal for Dept. Police</b>
00016644 QUALITY OFFICE SOLUTIO - Purch	\$249.99	
00016138 CASTLEBROOK WELDING & - Purcha	\$257.75	
	<b>\$507.74</b>	<b>Subtotal for Dept. Police Dept</b>
00016430 EXXONMOBIL 47650205 - Purch	\$43.37	
00016422 HOLIDAY FUEL CENTER #7 - Purch	\$35.90	
00016172 ATLAS OFFICE PRODUCTS - Purcha	\$51.75	
00016270 TOWN PUMP BILLINGS NO - Purcha	\$36.09	
00016525 MOUNTAIN VIEW SUB SHOP - Purch	\$197.75	
00016203 AM CRIME PREV INST - Purchase	\$1,250.00	
	<b>\$1,614.86</b>	<b>Subtotal for Dept. Police Grants</b>
00015901 SHRM MEMBER600254064 - Purchas	\$185.00	
	<b>\$185.00</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00016545 STAPLES 00114181 - Purch	\$249.99	
00016168 DOLRTREE 3288 00032888 - Purch	\$10.00	
00016321 SAMS CLUB #6425 - Purchase	\$125.53	
00016168 DOLRTREE 3288 00032888 - Purch	\$12.00	
00016110 NORCO INC - Purchase	\$202.05	
00016214 PARTY AMERICA CASPER # - Purch	\$30.56	
00016212 BIG LOTS STORES - #444 - Purch	\$17.90	
	<b>\$648.03</b>	<b>Subtotal for Dept. Recreation</b>
00016506 WYOMING STEEL AND RECY - Purch	\$6,114.00	
00015904 THE HOME DEPOT 6001 - Purchase	\$299.00	
00016400 RESPOND FIRST AID - Purchase	\$91.15	
00016064 SAMS CLUB #6425 - Purchase	\$18.96	
00016083 QUALITY OFFICE SOLUTIO - Purch	\$146.00	
00015782 WEAR PARTS INC - Purchase	\$119.08	
00016139 VOLVO OF MILLS - Purchase	\$256.37	
00016140 COASTAL CHEMICAL CO LL - Purch	\$324.40	
00015976 ALSCO SLCAS - Purchase	\$69.00	
00015812 WESTERN LOCKSMITH - Purchase	\$13.13	
	<b>\$7,451.09</b>	<b>Subtotal for Dept. Refuse Collection</b>
00014622 ALSCO SLCAS - Purchase	\$52.41	
00015800 SAMS CLUB #6425 - Purchase	\$21.64	
00014605 HOSE & RUBBER SUPPLY - Purchas	\$233.24	
00016134 FERGUSON ENT #3069 - Purchase	\$8.24	
00016180 VZWRLSS IVR VB - Purchase	\$21.63	
00015943 WATERWORKS INDUSTRIES - Purcha	\$237.77	
00016254 HENSLEY BATTERY & ELEC - Purch	\$92.96	
00016013 ALSCO SLCAS - Purchase	\$48.81	
00016575 SAMSCLUB #6425 - Purchase	\$57.23	
00015628 HAJOCA KEENAN SUPP 25 - Purcha	\$75.80	
00014609 FEDEX 805594439561 - Purchase	\$28.96	
00014634 WEAR PARTS INC - Purchase	\$10.30	
00016050 FEDEXOFFICE 00009423 - Purch	\$103.25	
00016312 BEARING BELTCHAIN00244 - Purch	\$12.43	
	<b>\$1,004.67</b>	<b>Subtotal for Dept. Sewer</b>

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00015953 CASPER CONTRACTOR SUPP - Purch	\$103.59	
00016071 AMERIGAS AMERIGAS - Purcha	\$123.78	
00015968 ALSCO SLCAS - Purchase	\$582.90	
00016064 SAMS CLUB #6425 - Purchase	\$18.96	
00016476 CASPER CONTRACTOR SUPP - Purch	\$894.27	
00016443 CASPER CONTRACTOR SUPP - Purch	\$230.64	
00015883 WM SUPERCENTER #3778 - Purchas	\$21.52	
00016180 VZWRLSS IVR VB - Purchase	\$21.63	
00016210 ATLAS OFFICE PRODUCTS - Purcha	\$37.07	
00016123 NORCO INC - Purchase	\$209.70	
	<b>\$2,244.06</b>	<b>Subtotal for Dept. Streets</b>
00016065 SHERWIN WILLIAMS #3439 - Purch	\$438.00	
00016180 VZWRLSS IVR VB - Purchase	\$21.63	
00016231 CASPER CONTRACTOR SUPP - Purch	\$131.29	
00015621 BAILEYS ACE HARDWARE - Purchas	\$24.99	
00015989 ALSCO SLCAS - Purchase	\$89.25	
	<b>\$705.16</b>	<b>Subtotal for Dept. Traffic</b>
00016471 DIAMOND VOGEL PAINT #7 - Purch	\$124.64	
00016442 SHERWIN WILLIAMS #3439 - Purch	\$47.69	
00016397 BAILEYS ACE HARDWARE - Purchas	\$11.99	
00016108 BLOEDORN LUMBER CASPER - Purch	\$18.08	
00016259 CEUPLAN - Purchase	\$23.95	
00016453 NORCO INC - Purchase	\$87.04	
00016169 WW GRAINGER - Purchase	\$248.52	
00015944 CASPER FIRE EXTINGUISH - Purch	\$637.00	
00016262 HACH COMPANY - Purchase	\$97.50	
00016281 CASPER WINNELSON CO - Purchase	\$148.90	
00016053 PRAIRIE PELLA WYOMING - Purcha	\$362.20	
00016421 BAILEYS ACE HARDWARE - Purchas	\$25.45	
00016252 CENTRAL TRUCK & DIESEL - Purch	\$167.00	
00016454 BAILEYS ACE HARDWARE - Purchas	\$36.44	
00016211 CRUM ELECTRIC SUPPLY C - Purch	\$385.00	
00016180 VZWRLSS IVR VB - Purchase	\$56.00	
00016659 WW GRAINGER - Purchase	\$540.26	
00016661 SEARS ROEBUCK 2341 - Purchas	\$89.99	
00016597 BARGREEN WYOMING 25 - Purchase	\$72.75	
00016519 CASPER CONTRACTOR SUPP - Purch	\$184.89	
00016543 ENERGY LABORATORIES - Purchase	\$1,638.00	
00016099 HACH COMPANY - Purchase	\$487.50	
00016101 HACH COMPANY - Purchase	\$132.82	
00016297 LEE'S GLASS - Purchase	\$20.50	
00016657 USPS 57155809430310940 - Purch	\$21.99	
00016612 KNIFE RIVER 5701 - Purchase	\$247.38	
00016185 ENERGY LABORATORIES - Purchase	\$27.00	
00016406 NORCO INC - Purchase	\$0.84	
00016456 NORCO INC - Purchase	\$286.40	
00016305 FEDEX 780119133517 - Purchase	\$12.33	
	<b>\$6,240.05</b>	<b>Subtotal for Dept. Waste Water</b>
00016048 WATERWORKS INDUSTRIES - Purcha	\$354.00	
00016048 WATERWORKS INDUSTRIES - Purcha	\$371.00	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016085 LAMAR MEDIA 3 - Purchase	\$1,600.00	
00016606 NORCO INC - Purchase	\$226.35	
00016127 FINISH LINE SYSTEMS LL - Purch	\$1,017.33	
00016599 KNIFE RIVER 5701 - Purchase	\$192.00	
00015961 NORCO INC - Purchase	\$57.00	
00016531 FREDPRYOR CAREERTRACK - Purcha	\$179.00	
00016513 ENERGY LABORATORIES - Purchase	\$15.00	
00016152 DANA KEPNER CO. - Purchase	\$701.60	
00016180 VZWRLSS IVR VB - Purchase	\$51.65	
00016533 ENERGY LABORATORIES - Purchase	\$105.00	
00016041 WATERWORKS INDUSTRIES - Purcha	\$48.00	
00015915 SUTHERLANDS 2219 - Purchase	\$154.00	
00015918 TOP OFFICE PRODUCTS - Purchase	\$108.52	
00015978 ENERGY LABORATORIES - Purchase	\$135.00	
00015958 HOSE & RUBBER SUPPLY - Purchas	\$511.29	
00016043 71 CONSTRUCTION INC #1 - Purch	\$193.20	
00015966 71 CONSTRUCTION	\$935.53	
00015966 71 CONSTRUCTION	\$488.72	
00016064 SAMS CLUB #6425 - Purchase	\$9.48	
00016574 VOLVO OF MILLS - Purchase	\$97.59	
00016628 WATERWORKS INDUSTRIES - Purcha	\$283.87	
00016555 PRO-KOTE ENGINEERING & - Purch	\$533.90	
00016038 HOUSTON SUPPLY 20 - Purchase	\$183.85	
00016132 WATERWORKS INDUSTRIES - Purcha	\$613.91	
00015938 UNITED STATES WELDING - Purcha	\$19.57	
00016501 ATLAS OFFICE PRODUCTS - Purcha	\$45.78	
00016304 71 CONSTRUCTION INC #1 - Purch	\$202.13	
00015981 VOLVO OF MILLS - Purchase	\$123.65	
00016392 ENERGY LABORATORIES - Purchase	\$270.00	
00016253 MOBILE CONCRETE, INC - Purchas	\$958.25	
00016391 AMERICAN WATERWORKS - Purchase	\$183.00	
00016271 MURDOCH'S RANCH & HOME - Purch	\$25.99	
00016665 NACE INTERNATIONAL - Purchase	\$130.00	
00016544 KNIFE RIVER 5701 - Purchase	\$168.75	
00016394 ENERGY LABORATORIES - Purchase	\$495.00	
00016450 SUTHERLANDS 2219 - Purchase	\$5.74	
00016415 ATLAS OFFICE PRODUCTS - Purcha	\$94.62	
00016323 CASPER CONTRACTOR SUPP - Purch	\$155.77	
00016285 THE HOME DEPOT 6001 - Purchase	\$8.90	
00016473 SUTHERLANDS 2219 - Purchase	\$32.14	
00016361 SUTHERLANDS 2219 - Purchase	\$15.99	
00016363 BEARING BELTCHAIN00244 - Purch	\$8.49	
00016353 WW GRAINGER - Purchase	\$27.72	
00016350 DANA KEPNER CO. - Purchase	\$146.46	
	<b>\$12,284.74</b>	<b>Subtotal for Dept. Water</b>
00016546 WW GRAINGER - Purchase	\$122.64	
00016180 VZWRLSS IVR VB - Purchase	\$22.38	
00016037 ENERGY LABORATORIES - Purchase	\$155.00	
00016340 USPS 57155809430310940 - Purch	\$17.64	
00016048 WATERWORKS INDUSTRIES - Purcha	\$121.29	

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

00016201	FERGUSON ENT #3069 - Purchase	\$5.62	
00016016	UPS 0000008F045W304 - Purchase	\$296.53	
00016338	ALSCO SLCAS - Purchase	\$34.40	
00015391	HACH COMPANY - Purchase	\$5,318.95	
00016080	HACH COMPANY - Purchase	\$62.98	
00016193	ATLAS OFFICE PRODUCTS - Purcha	\$99.37	
00016549	ALBERTSONS #2060 - Purchase	\$37.23	
00016016	UPS 0000008F045W304 - Purchase	\$131.74	
00016503	UNITED STATES WELDING - Purcha	\$5,377.38	
00016667	ATLAS REPRODUCTION - Purchase	\$101.63	
00016532	ENERGY LABORATORIES - Purchase	\$156.00	
00015820	THE HOME DEPOT 6001 - Purchase	\$150.78	
00015862	ALSCO SLCAS - Purchase	\$103.20	
00016278	ATLAS OFFICE PRODUCTS - Purcha	\$106.35	
00016129	COASTAL CHEMICAL CO LL - Purch	\$87.67	
00015781	BEARING BELTCHAIN00244 - Purch	\$288.78	
00016294	HAJOCA KEENAN SUPP 25 - Purcha	\$658.67	
00016104	HACH COMPANY - Credit	(\$5,318.95)	
00016562	ALBERTSONS - Purchase	\$55.22	
00016318	SUTHERLANDS 2219 - Purchase	\$4.08	
00015948	LONG BLDG. TECHNOLOGIE - Purch	\$3,662.25	
		<b>\$11,858.83</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
00015942	SP DENVER 1417 - Purchase	\$835.00	
00016095	NORCO INC - Purchase	\$740.09	
		<b>\$1,575.09</b>	<b>Subtotal for Dept. Weed And Pest</b>
		<b>\$139,316.39</b>	<b>Subtotal for Vendor</b>

## PEGGY BROOKER

RIN0024208	JULY 2014 HISTORIC PRESERV. CO	\$300.00	
RIN0024209	AUG 2014 HISTORIC PRESERV. COM	\$300.00	
		<b>\$600.00</b>	<b>Subtotal for Dept. Fort Caspar</b>
		<b>\$600.00</b>	<b>Subtotal for Vendor</b>

## PEPSI COLA OF CASPER

101	PEPSI, DIET PEPSI, MTN DEW, LI	\$3,271.90	
29958	RETURN OF UNUSED PRODUCT-ICE C	(\$2,447.20)	
		<b>\$824.70</b>	<b>Subtotal for Dept. Casper Events Center</b>
		<b>\$824.70</b>	<b>Subtotal for Vendor</b>

## PHIPPS CONSTRUCTION

RIN0024161	RETAIN PAY CYB PH III	\$5,235.20	
		<b>\$5,235.20</b>	<b>Subtotal for Dept. Capital Projects</b>
		<b>\$5,235.20</b>	<b>Subtotal for Vendor</b>

## PIECE-A-CAKE

20	GRAND OPENING STN 2 CAKE	\$75.00	
		<b>\$75.00</b>	<b>Subtotal for Dept. Fire</b>
		<b>\$75.00</b>	<b>Subtotal for Vendor</b>

## POPE CONSTRUCTION,INC

7155	RETAIN 2014 MISC WINDOW REPL	(\$8,837.90)	
		<b>(\$8,837.90)</b>	<b>Subtotal for Dept. Capital Projects</b>

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

7155 2014 MISCELLANEOUS WINDOW

\$289,229.00

**\$289,229.00** Subtotal for Dept. City Manager

**\$280,391.10** Subtotal for Vendor

## POSTAL PROS, INC.

73800 UTILITY BILLING FEES

\$12,953.48

**\$12,953.48** Subtotal for Dept. Finance

**\$12,953.48** Subtotal for Vendor

## POWER EQUIPMENT CORP.

C408042484 HINGE KIT

\$108.39

**\$108.39** Subtotal for Dept. Balefill

**\$108.39** Subtotal for Vendor

## PRESERVATION SOLUTIONS

85 MILESTONE #4: REVISED SURVEY R

\$3,000.00

**\$3,000.00** Subtotal for Dept. Fort Caspar

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

## RAMSHORN CONSTRUCTION, INC.

RIN0024211 RETAIN DAVID/8TH

(\$1,149.40)

**(\$1,149.40)** Subtotal for Dept. Capital Projects

RIN0024211 DAVID STREET AND 8TH STREET

\$190,486.47

**\$190,486.47** Subtotal for Dept. Streets

**\$189,337.07** Subtotal for Vendor

## RENEWABLE EARTH MATERIALS

7 PLAYGROUND MULCH

\$2,271.25

**\$2,271.25** Subtotal for Dept. Parks

**\$2,271.25** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00016808221403 ELECTRICITY

\$135.86

**\$135.86** Subtotal for Dept. Buildings And Grounds

AP00015808221403 ELECTRICITY

\$3,403.07

**\$3,403.07** Subtotal for Dept. Hogadon

AP00017108221403 ELECTRICITY

\$45.31

**\$45.31** Subtotal for Dept. Planning

AP00016408221403 ELECTRICITY

\$54,726.31

AP00017008221403 ELECTRICITY

\$88.92

**\$54,815.23** Subtotal for Dept. Traffic

AP00016508221403 ELECTRICITY

\$39,246.55

**\$39,246.55** Subtotal for Dept. Water

**\$97,646.02** Subtotal for Vendor

## ROWE, THEODORE/KOURTNEY

0022738145 DEPOSIT/CREDIT REFUND

\$41.29

**\$41.29** Subtotal for Dept. Water

**\$41.29** Subtotal for Vendor

## ROY SHEEHAN

RIN0024224 BIGGEST LOSER RUN/WALK

\$25.00

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

**\$25.00** Subtotal for Dept. Health Insurance  
**\$25.00** Subtotal for Vendor

## SAM PARSON'S UPHOLSTERY 673088 RE-UPHOLSTER SEAT

\$325.00  
**\$325.00** Subtotal for Dept. Garage  
\$75.00  
**\$75.00** Subtotal for Dept. Parks  
**\$400.00** Subtotal for Vendor

673089 RESEW SEAM IN SEAT

## SARA NELSON RIN0024194 TRAVEL EXPENSES

\$390.50  
**\$390.50** Subtotal for Dept. Police  
**\$390.50** Subtotal for Vendor

## SCHAEFFER, KRISTIN 0022738139 DEPOSIT/CREDIT REFUND

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

## SHANNON DALEY 3027 CLOTHING ALLOWANCE

\$62.56  
**\$62.56** Subtotal for Dept. Police  
**\$62.56** Subtotal for Vendor

## SHANNON THOMSON RIN0024204 REFUND UTILITY OVER PAYMENT

\$350.48  
**\$350.48** Subtotal for Dept. Water  
**\$350.48** Subtotal for Vendor

## SHEPHERD OF THE HILLS RIN0024199 REFUND PARK DEPOSIT

\$150.00  
**\$150.00** Subtotal for Dept. Recreation  
**\$150.00** Subtotal for Vendor

## SMARSH, INC 492147 EMAIL ARCHIVE JULY 2014

\$17.40  
**\$17.40** Subtotal for Dept. Aquatics

492147 EMAIL ARCHIVE JULY 2014

\$153.16  
**\$153.16** Subtotal for Dept. Balefill

492147 EMAIL ARCHIVE JULY 2014

\$38.29  
**\$38.29** Subtotal for Dept. Buildings And Grounds

492147 EMAIL ARCHIVE JULY 2014

\$73.10  
**\$73.10** Subtotal for Dept. Casper Events Center

492147 EMAIL ARCHIVE JULY 2014

\$13.92  
**\$13.92** Subtotal for Dept. Cemetery

492147 EMAIL ARCHIVE JULY 2014

\$24.37  
**\$24.37** Subtotal for Dept. City Attorney

492147 EMAIL ARCHIVE JULY 2014

\$20.89  
**\$20.89** Subtotal for Dept. City Manager

492147 EMAIL ARCHIVE JULY 2014

\$45.25

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

492147 EMAIL ARCHIVE JULY 2014	\$45.25	Subtotal for Dept.	Code Enforcement
	\$17.40		
492147 EMAIL ARCHIVE JULY 2014	\$17.40	Subtotal for Dept.	Communications Center
	\$31.33		
492147 EMAIL ARCHIVE JULY 2014	\$31.33	Subtotal for Dept.	Council
	\$38.29		
492147 EMAIL ARCHIVE JULY 2014	\$38.29	Subtotal for Dept.	Engineering
	\$100.94		
492147 EMAIL ARCHIVE JULY 2014	\$100.94	Subtotal for Dept.	Finance
	\$278.46		
492147 EMAIL ARCHIVE JULY 2014	\$278.46	Subtotal for Dept.	Fire
	\$20.88		
492147 EMAIL ARCHIVE JULY 2014	\$20.88	Subtotal for Dept.	Fort Caspar
	\$41.77		
492147 EMAIL ARCHIVE JULY 2014	\$41.77	Subtotal for Dept.	Garage
	\$13.92		
492147 EMAIL ARCHIVE JULY 2014	\$13.92	Subtotal for Dept.	Golf Course
	\$17.40		
492147 EMAIL ARCHIVE JULY 2014	\$17.40	Subtotal for Dept.	Hogadon
	\$27.85		
492147 EMAIL ARCHIVE JULY 2014	\$27.85	Subtotal for Dept.	Human Resources
	\$13.92		
492147 EMAIL ARCHIVE JULY 2014	\$13.92	Subtotal for Dept.	Ice Arena
	\$59.17		
492147 EMAIL ARCHIVE JULY 2014	\$59.17	Subtotal for Dept.	Information Services
	\$31.33		
492147 EMAIL ARCHIVE JULY 2014	\$31.33	Subtotal for Dept.	Metro Animal
	\$34.81		
492147 EMAIL ARCHIVE JULY 2014	\$34.81	Subtotal for Dept.	Municipal Court
	\$55.69		
492147 EMAIL ARCHIVE JULY 2014	\$55.69	Subtotal for Dept.	Parks
	\$27.85		
492147 EMAIL ARCHIVE JULY 2014	\$27.85	Subtotal for Dept.	Planning
	\$438.58		
492147 EMAIL ARCHIVE JULY 2014	\$438.58	Subtotal for Dept.	Police
	\$38.29		
492147 EMAIL ARCHIVE JULY 2014	\$38.29	Subtotal for Dept.	Recreation
	\$31.33		
492147 EMAIL ARCHIVE JULY 2014	\$31.33	Subtotal for Dept.	Streets
	\$17.40		
492147 EMAIL ARCHIVE JULY 2014	\$17.40	Subtotal for Dept.	Traffic
	\$76.58		
492147 EMAIL ARCHIVE JULY 2014	\$76.58	Subtotal for Dept.	Waste Water
	\$69.62		
492147 EMAIL ARCHIVE JULY 2014	\$69.62	Subtotal for Dept.	Water
	\$6.96		
492147 EMAIL ARCHIVE JULY 2014	\$6.96	Subtotal for Dept.	Water

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

492147 EMAIL ARCHIVE JULY 2014

## SOURCE GAS DIST. LLC

201091573653	NATURAL GAS	\$3,721.50	
207408035770	NATURAL GAS	\$7,885.11	
		<b>\$11,606.61</b>	<b>Subtotal for Dept. Aquatics</b>
207408035774	NATURAL GAS	\$306.03	
		<b>\$306.03</b>	<b>Subtotal for Dept. Balefill</b>
201536413171	NATURAL GAS	\$15.00	
		<b>\$15.00</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
201269487091	NATURAL GAS	\$360.94	
		<b>\$360.94</b>	<b>Subtotal for Dept. Casper Events Center</b>
401000121434	NATURAL GAS	\$7,300.00	
201180522010	NATURAL GAS	\$32.97	
201180518955	NATURAL GAS	\$70.00	
201714377273	NATURAL GAS	\$15.00	
207408035723	NATURAL GAS	\$1,093.10	
		<b>\$8,511.07</b>	<b>Subtotal for Dept. City Hall</b>
201803359640	NATURAL GAS	\$32.79	
207408035779	NATURAL GAS	\$309.31	
		<b>\$342.10</b>	<b>Subtotal for Dept. Fire</b>
201803359178	NATURAL GAS	\$78.23	
		<b>\$78.23</b>	<b>Subtotal for Dept. Fort Caspar</b>
201269489292	NATURAL GAS	\$249.54	
		<b>\$249.54</b>	<b>Subtotal for Dept. Garage</b>
201447428013	NATURAL GAS	\$34.27	
		<b>\$34.27</b>	<b>Subtotal for Dept. Golf Course</b>
201091573654	NATURAL GAS	\$223.07	
		<b>\$223.07</b>	<b>Subtotal for Dept. Ice Arena</b>
201002826666	NATURAL GAS	\$84.18	
		<b>\$84.18</b>	<b>Subtotal for Dept. Metro Animal</b>
201358453129	NATURAL GAS	\$15.75	
		<b>\$15.75</b>	<b>Subtotal for Dept. Planning</b>
201180518991	NATURAL GAS	\$931.77	
		<b>\$931.77</b>	<b>Subtotal for Dept. Recreation</b>
201714380249	NATURAL GAS	\$16.48	
		<b>\$16.48</b>	<b>Subtotal for Dept. Sewer</b>
207408035773	NATURAL GAS	\$1,010.56	
		<b>\$1,010.56</b>	<b>Subtotal for Dept. Waste Water</b>
207408035749	NATURAL GAS	\$107.80	
207408035772	NATURAL GAS	\$75.00	
		<b>\$182.80</b>	<b>Subtotal for Dept. Water</b>
RIN0024186	HEATING	\$371.75	
		<b>\$371.75</b>	<b>Subtotal for Dept. Water Treatment Plant</b>
		<b>\$24,340.15</b>	<b>Subtotal for Vendor</b>

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

## STANTEC CONSULTING SVCS INC.

816196 AMENDEMENT #1 - N. PLATTE RIVE  
818335 AMENDEMENT #1 - N. PLATTE RIVE  
816277 NORTH PLATTE RIVER RESPORATION

\$49,485.29  
\$11,258.62  
\$5,280.55  
**\$66,024.46** Subtotal for Dept. Streets  
**\$66,024.46** Subtotal for Vendor

## STAR LINE FEEDS

229118 ANIMAL FOOD

\$614.90  
**\$614.90** Subtotal for Dept. Metro Animal  
**\$614.90** Subtotal for Vendor

## STATE OF WY. - NOTARY DIV.

RIN0024216 RENEW NOTARY

\$30.00  
**\$30.00** Subtotal for Dept. Police  
**\$30.00** Subtotal for Vendor

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

RIN0024171 CWSRF-128 LOAN

\$3,434.22  
**\$3,434.22** Subtotal for Dept. Waste Water  
**\$3,434.22** Subtotal for Vendor

## STEVE FREEL

RIN0024219 BIGGEST LOSER RUN/WALK

\$25.00  
**\$25.00** Subtotal for Dept. Health Insurance  
**\$25.00** Subtotal for Vendor

## SUMMERS, AMBER/JOSEPH

0022687996 DEPOSIT/CREDIT REFUND

\$53.50  
**\$53.50** Subtotal for Dept. Water  
**\$53.50** Subtotal for Vendor

## SUPERIOR STRUCTURES CORP.

446962 RETAIN REL CATC IMP

\$3,603.50  
**\$3,603.50** Subtotal for Dept. Capital Projects  
**\$3,603.50** Subtotal for Vendor

## SWITZER, ROBERT

0022687990 DEPOSIT/CREDIT REFUND

\$47.44  
**\$47.44** Subtotal for Dept. Water  
**\$47.44** Subtotal for Vendor

## TANYA JOHNSON

RIN0024220 BIGGEST LOSER RUN/WALK

\$25.00  
**\$25.00** Subtotal for Dept. Health Insurance  
**\$25.00** Subtotal for Vendor

## TERRACON

T554090 AIR EMISSIONS MONITORING A

\$1,809.00  
**\$1,809.00** Subtotal for Dept. Balefill  
**\$1,809.00** Subtotal for Vendor

## TERRY JACKSON

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

115757 CLOTHING ALLOWANCE

\$483.51  
**\$483.51** Subtotal for Dept. Police  
**\$483.51** Subtotal for Vendor

## TETRA TECH INC.

50822569 WEEKLY LAB TESTING

\$3,304.62  
**\$3,304.62** Subtotal for Dept. Water Treatment Plant  
**\$3,304.62** Subtotal for Vendor

## THATCHER CO.

1341765 T-CHLORIDE

\$7,546.80  
**\$7,546.80** Subtotal for Dept. Water Treatment Plant  
**\$7,546.80** Subtotal for Vendor

## TOM SUTHERLAND LAW OFFICE

RIN0024206 DEPOSIT REFUND, CANCEL 090514

\$75.00  
**\$75.00** Subtotal for Dept. Recreation  
**\$75.00** Subtotal for Vendor

## TOWNSQUARE MEDIA

MCC-114076851 MULCH MOWING CAMPAIGN ADS

MC-114076987 MULCH MOWING CAMPAIGN ADS

MCC-114076976 RADIO ADVERTISING FOR SCOOP TH

\$613.50  
 \$320.00  
**\$933.50** Subtotal for Dept. Refuse Collection  
 \$849.00  
**\$849.00** Subtotal for Dept. Streets  
**\$1,782.50** Subtotal for Vendor

## TRIHYRO CORP.

91258 2014 MCKINLEY STREET IMPROVEME

91258 2014 MCKINLEY STREET IMPROVEME

91258 2014 MCKINLEY STREET IMPROVEME

\$1,070.43  
**\$1,070.43** Subtotal for Dept. Sewer  
 \$6,325.16  
**\$6,325.16** Subtotal for Dept. Streets  
 \$2,335.62  
**\$2,335.62** Subtotal for Dept. Water  
**\$9,731.21** Subtotal for Vendor

## URGENT CARE OF CASPER LLC.

2036420 HEP B CORE ANTIBODY

\$32.00  
**\$32.00** Subtotal for Dept. Water  
**\$32.00** Subtotal for Vendor

## UTILITY BILL SOLUTIONS GROUP

2951 UTILITY CONSULTING SERVICES

\$35.00  
**\$35.00** Subtotal for Dept. Aquatics  
 \$35.00  
**\$35.00** Subtotal for Dept. Balefill  
 \$35.00  
**\$35.00** Subtotal for Dept. Buildings And Grounds  
 \$35.00  
**\$35.00** Subtotal for Dept. Casper Events Center  
 \$35.00

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Cemetery
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	City Attorney
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	City Hall
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	City Manager
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Code Enforcement
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Communications Center
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Council
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Engineering
2951 UTILITY CONSULTING SERVICES	\$140.00		
2951 UTILITY CONSULTING SERVICES	\$140.00	Subtotal for Dept.	Finance
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Fire
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Fort Caspar
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Garage
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Golf Course
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Hogadon
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Human Resources
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Ice Arena
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Information Services
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Metro Animal
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Municipal Court
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Parks
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Planning
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Police
2951 UTILITY CONSULTING SERVICES	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Property & Liability Insurance
2951 UTILITY CONSULTING SERVICES	\$35.00		

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Recreation
	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Refuse Collection
	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Sewer
	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Streets
	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Traffic
	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Waste Water
	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Water
	\$35.00		
2951 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Water Treatment Plant
	\$1,330.00	Subtotal for Vendor	
<b>VERIZON WIRELESS</b>			
9729555733 WIRELESS SERVICE	\$88.72		
	\$88.72	Subtotal for Dept.	Communications Center
9729555733 WIRELESS SERVICE	\$178.95		
	\$178.95	Subtotal for Dept.	Metro Animal
9729555734 WIRELESS SERVICE	\$3,319.92		
9729555733 WIRELESS SERVICE	\$136.03		
	\$3,455.95	Subtotal for Dept.	Police
	\$3,723.62	Subtotal for Vendor	
<b>VIBES PERFORMING ARTS</b>			
RIN0024197 REFUND PARK DEPOSIT	\$175.00		
	\$175.00	Subtotal for Dept.	Recreation
	\$175.00	Subtotal for Vendor	
<b>VICKI SCHULER</b>			
RIN0024232 BIGGEST LOSER RUN/WALK	\$25.00		
	\$25.00	Subtotal for Dept.	Health Insurance
	\$25.00	Subtotal for Vendor	
<b>VISION SVC. PLAN</b>			
RIN0024212 RETIREE BENEFITS	\$1,147.26		
RIN0024213 COBRA BENEFITS	\$30.63		
	\$1,177.89	Subtotal for Dept.	Health Insurance
	\$1,177.89	Subtotal for Vendor	
<b>WERCS COMMUNICATIONS</b>			
4077 ETHERNET SERVICE	\$500.00		
	\$500.00	Subtotal for Dept.	Communications Center
	\$500.00	Subtotal for Vendor	
<b>WILLIAM AHRNDT</b>			
RIN0024154 CLOTHING ALLOWANCE	\$99.85		
	\$99.85	Subtotal for Dept.	Refuse Collection

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

**\$99.85 Subtotal for Vendor**

## WRIGHT BROTHERS, THE BUILDING COMPANY

RIN0024168 CASPER FIR-EMS STATION #2 EXTE

\$2,787.69

**\$2,787.69 Subtotal for Dept.** Fire

**\$2,787.69 Subtotal for Vendor**

## WY. ASSOC. OF SHERIFFS & CHIEFS

RIN0024218 RENEW MEMBERSHIP

\$500.00

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

**\$500.00 Subtotal for Vendor**

## WY. DEPT. OF TRANSPORTATION

0000069023 YELLOWSTONE AMEND#1 - W 2ND DA

\$11.31

**\$11.31 Subtotal for Dept.** Capital Projects

0000069043 CY AVE & POPLAR ST LANDSCAPING

\$21.50

**\$21.50 Subtotal for Dept.** Parks

0000069058 CY AVE & POPLAR ST INTERSECTIO

\$105,573.61

**\$105,573.61 Subtotal for Dept.** Sewer

0000069018 COOPERATIVE AGREEMENT - BRYAN

\$2,635.20

0000067859 COOPERATIVE AGREEMENT - BRYAN

\$9.00

**\$2,644.20 Subtotal for Dept.** Streets

0000069058 CY AVE & POPLAR ST INTERSECTIO

\$134,366.42

0000069403 ROBERTSON ROAD COOPERATIVE AGR

\$93,294.26

**\$227,660.68 Subtotal for Dept.** Water

**\$335,911.30 Subtotal for Vendor**

## WY. DEPT. OF WORKFORCE SVCS.

RIN0024163 FOOD/BEV-2ND QTR 2014 UNEMP IN

\$400.83

RIN0024163 CEC/2ND QTR 2014 UNEMP INS

\$1,065.61

**\$1,466.44 Subtotal for Dept.** Casper Events Center

RIN0024163 PSCC/2ND QTR 2014 UNEMP INS

\$2,706.72

**\$2,706.72 Subtotal for Dept.** Communications Center

RIN0024163 GOLF/2ND QTR 2014 UNEMPL INS

(\$87.57)

**(\$87.57) Subtotal for Dept.** Golf Course

RIN0024163 PARKS/2ND QTR 2014 UNEMPL INS

\$1,468.08

**\$1,468.08 Subtotal for Dept.** Parks

RIN0024163 POLICE/2ND QTR 2014 UNEMP INS

\$4,929.00

**\$4,929.00 Subtotal for Dept.** Police

RIN0024163 CIA/2ND QTR 2014 UNEMPL INS

(\$31.70)

RIN0024163 CRC/2ND QTR 2014 UNEMPL INS

(\$9.13)

**(\$40.83) Subtotal for Dept.** Recreation

RIN0024163 WWTP/2ND QTR 2014 UNEMP INS

\$908.76

**\$908.76 Subtotal for Dept.** Waste Water

**\$11,350.60 Subtotal for Vendor**

## WY. LOCK & SAFE

25979 MASTER PADLOCKS #3UP

\$25.90

**\$25.90 Subtotal for Dept.** Casper Events Center

**\$25.90 Subtotal for Vendor**

# Bills and Claims

City of Casper

20-Aug-14 to 02-Sep-14

## WY. MACHINERY CO.

R1289704 DOZER RENTAL	\$5,728.50	
R1295701 COMPACTOR RENTAL	\$1,218.00	
R1289705 DOZER RENTAL	\$5,728.50	
PO 3788999 FILTERS FOR 60195	\$221.40	
<b>\$12,896.40</b>	<b>Subtotal for Dept.</b>	<b>Balefill</b>
<b>\$12,896.40</b>	<b>Subtotal for Vendor</b>	

## WY. MEDICAL CENTER

1419600308 MEDICAL TESTING	\$859.80	
<b>\$859.80</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
<b>\$859.80</b>	<b>Subtotal for Vendor</b>	

## WY. PEACE OFFICERS ASSOC.

RIN0024217 REGISTRATION	\$125.00	
<b>\$125.00</b>	<b>Subtotal for Dept.</b>	<b>Police</b>
<b>\$125.00</b>	<b>Subtotal for Vendor</b>	

## WYHY FEDERAL CREDIT UNION

RIN0024202 REFUND PARK DEPOSIT	\$100.00	
<b>\$100.00</b>	<b>Subtotal for Dept.</b>	<b>Recreation</b>
<b>\$100.00</b>	<b>Subtotal for Vendor</b>	

## YOUTH CRISIS CENTER CORP.

JULY2014 YOUTH CRISIS CENTER EXPENSES	\$5,247.32	
<b>\$5,247.32</b>	<b>Subtotal for Dept.</b>	<b>Social Community Services</b>
<b>\$5,247.32</b>	<b>Subtotal for Vendor</b>	

**Grand Total** **\$2,108,583.75**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 09/02/14

**Payroll Disbursements**

8/15/14	FIRE PAYROLL	\$ 169,259.59
8/15/14	Benefits & Deductions	\$ 30,267.38
8/28/14	CITY PAYROLL	\$ 1,148,935.25
8/28/14	Benefits & Deductions	\$ 193,735.32
8/28/14	FIRE PAYROLL	\$ 173,321.51
8/28/14	Benefits & Deductions	\$ 29,725.42

**Total Payroll** \$ 1,745,244.47

**Additional Fees**

**Total Fees** \$ -

**Additional AP**

**Total Additional AP** \$ -

August 26, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 

SUBJECT: Establish Public Hearing for Transfer of Ownership of Retail Liquor License No. 8

Recommendation:

That Council, by minute action, establish September 16, 2014, as the Public Hearing date for the consideration of the transfer of ownership of Retail Liquor License No. 8, from Crossroads Views., to Z-Financial Administration Management., d.b.a Elevations, located at 1121 Wilkins Circle.

Summary:

An application has been received for a transfer of ownership of Retail Liquor License No. 8, from Crossroads Views., to Z-Financial Administration Management., d.b.a Elevations, located at 1121 Wilkins Circle.

As required by State Statute, a notice was published in a local newspaper twice a week for two consecutive weeks and is being advertised on the city's website ([www.casperwy.gov](http://www.casperwy.gov)).

August 28, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director



SUBJECT: Establish Public Hearing for new Satellite Winery Liquor License No.1

Recommendation:

That Council, by minute action, establishes September 16, 2014, as the Public Hearing date for the consideration of the issuance of a new Satellite Winery Liquor License No. 1 to Table Mountain Vineyards, LLC, located at 731 E 2<sup>nd</sup> Street.

Summary:

An application has been received for an issuance of a new Satellite Winery Liquor License No. 1 to Table Mountain Vineyards, LLC, located at 731 E 2<sup>nd</sup> Street.

As required by State Statute, a notice was published in a local newspaper twice a week for two consecutive weeks and is being advertised on the city's website ([www.casperwy.gov](http://www.casperwy.gov)).

August 24, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
SUBJECT: Establishing September 16, 2014 as the Public Hearing Date for Consideration of Fiscal Year 2013-2014 Community Development Block Grant (CDBG) Consolidated Annual Plan Evaluation Report (CAPER).

*AW*

Recommendation:

That Council, by minute action, establish September 16, 2014 as the date of the public hearing to review the Fiscal Year 2013-2014 Community Development Block Grant Consolidated Annual Plan Evaluation Report (CAPER) for the period covering July 1, 2013 through June 30, 2014.

Summary:

As a requirement of an entitlement community for Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), the City of Casper must submit a Consolidated Annual Plan Evaluation Report (CAPER) detailing to HUD how the City used its CDBG funds. The Housing and Community Development Division will prepare a draft of the CAPER for the period covering July 1, 2013 through June 30, 2014.

Law requires a public hearing on the CAPER be held in the presence of the Mayor and City Council members. The public hearing is a concurrent action with the fifteen (15) day public comment period that ends September 8, 2014. All comments received from the public comment period and the public hearing will be incorporated into the final CAPER that will be submitted to HUD no later than October 1, 2014.

ORDINANCE NO. 22-14

AN ORDINANCE AMENDING CHAPTER 2.64  
OF THE CASPER MUNICIPAL CODE PERTAINING  
TO THE REMOVAL **OR CENSOR** OF PUBLIC  
OFFICIALS.

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

Section 1: That the heading for Chapter 2.64 of the Casper Municipal Code shall be amended to  
read as follows:

**Chapter 2.64**

**REMOVAL OR CENSOR OF PUBLIC OFFICIALS**

Section 2: Section 2.64.005 of the Casper Municipal Code shall be amended to read as follows:

~~For the purposes of this chapter, the following words shall have the meanings respectively  
ascribed to them:~~

"For cause" means: ~~when one of the following has happened to a councilman:~~

1. Gross and persistent delinquency in being absent from regular meetings of the council.  
Absence from three consecutive meetings without reasonable excuse shall be evidence  
of such delinquency;
2. Conviction of a felony;
3. Failing the residency requirements as defined in Casper Municipal Code Section  
2.04.030;
4. Determination by a court having jurisdiction to be insane or mentally incompetent;
5. Conviction of a crime involving moral turpitude or constituting a breach of oath of  
office;
6. Refusing to take the oath of office or to give or renew an official bond if required by  
law;
7. Conviction of any CRIME law involving ethics OR MALFEASANCE; INCLUDING,  
BUT NOT LIMITED TO CONVICTION OF THE CRIME OF MALFEASANCE  
PURSUANT TO W.S. § 15-1-113(m), AS IT MAY, FROM TIME TO TIME, BE  
AMENDED;

8. ~~Conviction of any of~~ Violation of Wyoming State Statute Sections **9-13-101 ET SEQ.**, 12-4-103(a)(i), ~~15-1-113~~, 15-1-127, 15-1-128, or 16-6-118, or Casper Municipal Code Section 5.08.100(A)(1), AS THEY MAY, FROM TIME TO TIME, BE AMENDED;
9. VIOLATION OF ANY PROVISION OF THE PUBLIC SERVICE CODE OF ETHICS AS SET FORTH IN CHAPTER 2.60 OF THE CASPER MUNICIPAL CODE, OR VIOLATION OF ANY OTHER LAW OR ORDINANCE INVOLVING ETHICS, AS THEY MAY, FROM TIME TO TIME, BE AMENDED;
10. SEXUALLY HARASSMENT OF, WORKPLACE VIOLENCE ACT AGAINST, OR CREATION OF A HOSTILE WORK ENVIRONMENT FOR ANY AGENT OR EMPLOYEE OF THE CITY OF CASPER AS SET FORTH IN THE CITY OF CASPER PERSONNEL RULES AND REGULATIONS MANUAL, DATED AUGUST 20, 2002, AS IT MAY, FROM TIME TO TIME, BE AMENDED.

Section 3: Section 2.64.010 of the Casper Municipal Code shall be amended to read as follows:

~~Any joint powers board member or other board member appointed by the Casper city council may be removed from office at will by a vote of a majority of all the elected members of the city council. Any city councilman may be removed from office, for cause, by a vote of a two third's majority of all members of the city council. The city council shall follow the procedures set forth in Section 2.64.020 of this chapter in removing any such appointee or councilman.~~

A. ANY JOINT POWERS BOARD MEMBER OR OTHER BOARD MEMBER APPOINTED BY THE CASPER CITY COUNCIL MAY BE REMOVED FROM OFFICE AT WILL AT ANY TIME BY A VOTE OF A MAJORITY OF ALL THE ELECTED MEMBERS OF THE CITY COUNCIL.

B. ANY CITY COUNCILMAN MAY BE REMOVED FROM OFFICE, FOR CAUSE, BY A VOTE OF A TWO-THIRD'S MAJORITY OF ALL MEMBERS OF THE CITY COUNCIL AFTER FOLLOWING THE PROCEDURES SET FORTH IN SECTION 2.64.020 OF THIS CHAPTER FOR THE REMOVAL OF ANY SUCH CITY COUNCILMAN.

Section 4: Section 2.64.020 of the Casper Municipal Code shall be amended to read as follows:

~~City council shall follow the hearing procedures of a contested case pursuant to the Wyoming Administrative Procedure Act (W.S. 16-3-101 et. seq.) in any removal proceeding pursuant to Section 2.64.010 of this chapter. However, such decision of city council shall not be appealable.~~

THE FOLLOWING PROCEDURES SHALL BE FOLLOWED FOR THE REMOVAL OF ANY CITY COUNCILMAN BY THE CASPER CITY COUNCIL FOR ANY OF THE "FOR CAUSE" REASONS SPECIFIED IN SECTION 2.64.005 OF THIS CHAPTER:

1. THE CITY COUNCIL MAY, BY A RESOLUTION **APPROVED BY A TWO-THIRDS MAJORITY VOTE OF ALL OF THE ELECTED MEMBERS OF THE CITY COUNCIL**, REFER ANY ALLEDGED "FOR CAUSE" CONDUCT TO AN

INDEPENDENT HEARING OFFICER WHO SHALL BE A CURRENT MEMBER OF THE WYOMING STATE BAR ASSOCIATION. SAID HEARING OFFICER SHALL BE RETAINED BY THE CITY FOR HEARING THE ALLEGATIONS AS SPECIFIED, AND SET FORTH IN THE RESOLUTION.

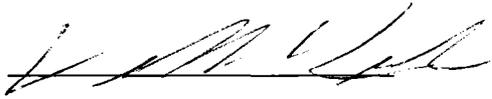
2. THE HEARING OFFICER SHALL FOLLOW THE HEARING PROCEDURES OF A CONTESTED CASE PURSUANT TO THE WYOMING ADMINISTRATIVE PROCEDURE ACT (W.S. 16-3-101 *ET SEQ.*) IN ANY REMOVAL PROCEEDING.
3. RECOGNIZING THAT THE CASPER CITY ATTORNEY'S OFFICE HAS A CONFLICT OF INTEREST IN PROSECUTING THE CITY'S POSITION IN ANY SUCH HEARING, THE CITY SHALL BE REPRESENTED BY A SPECIAL CITY ATTORNEY RETAINED BY THE CITY COUNCIL FOR THE PURPOSES OF THIS HEARING.
4. THE HEARING OFFICER SHALL STATE HIS OR HER FINDINGS IN WRITING AND WHETHER OR NOT "FOR CAUSE" EXISTS FOR THE REMOVAL OF SUCH COUNCILMEMBER, WHICH SHALL BE FORWARDED TO THE MEMBERS OF THE CASPER CITY COUNCIL WITHIN TEN (10) DAYS AFTER THE CONCLUSION OF THE HEARING. THE DECISION OF THE HEARING OFFICER SHALL BE APPEALABLE UNDER THE PROVISIONS OF THE WYOMING ADMINISTRATIVE PROCEDURES ACT,
5. UPON A FINAL DECISION BY THE HEARING OFFICER FINDING THAT THE ALLEDGED "FOR CAUSE" CONDUCT HAS OCCURRED, THE COUNCILMAN MAY BE REMOVED FROM OFFICE **OR CENSORED** BY A TWO-THIRDS MAJORITY VOTE OF ALL OF THE ELECTED MEMBERS OF THE CITY COUNCIL. THE VOTE TO REMOVE OR **CENSOR** COUNCILMAN BY THE CITY COUNCIL IS A FINAL DECISION, SHALL NOT BE APPEALABLE, AND THE SEAT HELD BY SUCH COUNCILMAN SHALL BE VACATED.

PASSED on 1st reading the 5<sup>th</sup> day of August, 2014.

PASSED on 2nd reading the 19<sup>th</sup> day of August, 2014.

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

APPROVED AS TO FORM:



ATTEST:

---

V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Paul L. Meyer  
Mayor

ORDINANCE NO. 21-14

AN ORDINANCE AMENDING CHAPTER 2.60  
OF THE CASPER MUNICIPAL CODE  
PERTAINING TO THE PUBLIC SERVICE  
CODE OF ETHICS.

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

Section 1:

That paragraph C of Section 2.60.100 of the Casper Municipal Code shall be amended to read as follows:

- C. Violation of any provisions of this code of ethics should raise conscientious questions for A CITY ~~the~~ councilman or other official or employee OF THE CITY ~~concerned~~ as to whether voluntary resignation or other action is indicated to promote the best interests of the city. ~~Violation by any appointed official, employee or councilman, may result in discipline up to and including termination or constitute a reason for suspension, removal from office or employment or other disciplinary action at the discretion of the appointing authority.~~

Section 2:

That a new paragraph D of Section 2.60.100 of the Casper Municipal Code shall be created to read as follows:

- D. VIOLATION OF THIS CHAPTER BY ANY EMPLOYEE OR APPOINTED OFFICIAL MAY RESULT IN DISCIPLINE UP TO AND INCLUDING TERMINATION OF EMPLOYMENT, CONSTITUTE A REASON FOR SUSPENSION OR REMOVAL FROM OFFICE, OR OTHER DISCIPLINARY ACTION AT THE DISCRETION OF THE HIRING OR APPOINTING AUTHORITY.

Section 3:

That a new paragraph E of Section 2.60.100 of the Casper Municipal Code shall be created to read as follows:

- E. A CITY COUNCILMAN VIOLATING ANY OF THE PROVISIONS OF THIS CODE OF ETHICS SHALL BE SUBJECT TO REMOVAL FROM OFFICE PURSUANT TO CHAPTER 2.64 OF THE CASPER MUNICIPAL CODE.

PASSED on 1st reading the 5<sup>th</sup> day of August, 2014.

PASSED on 2nd reading the 19<sup>th</sup> day of August, 2014.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

ORDINANCE NO. 23-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF  
TITLE 6 OF THE CASPER MUNICIPAL CODE PERTAINING  
TO PERMISSIBLE OFF-LEASH AREAS.

WHEREAS, the City of Casper has identified a need to revise certain sections of the Casper Municipal Code pertaining to where it is permissible for a pet to be off leash; and,

WHEREAS, the City of Casper is in the process of constructing the Lake MacKensie Dog Park, which has the primary purpose of being a place where dogs can run without being restrained by a leash; and,

WHEREAS, the Lake MacKensie Dog Park should be added as a listed place where dogs may legally be allowed to run off-leash.

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

SECTION 1:

That Section 6.04.010 of the Casper Municipal Code, pertaining to definitions relevant to animal care and control, is amended as follows:

7. At Large.
  - a. A dog is deemed "at large" if it is:
    - i. Off the premises of the owner and the dog is not under restraint or control of the owner;
    - ii. Not under physical restraint in the following portions of the North Platte Park: Casper Events Center, Airmodeler's Facility, Casper Speedway, Skeet Range, or Crossroads Park, or any other city park except Morad Park OR LAKE MACKENSIE DOG PARK and not authorized to be free of restraint under the authority of a permit as provided in Section 6.04.030;
    - iii. Under any circumstance, except as a Seeing-eye dog or guide dog working as such, on the Casper Municipal Golf Course or Highland Park Cemetery.

SECTION 2:

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

PASSED on 1<sup>st</sup> reading the 5<sup>th</sup> day of August, 2014.

PASSED on 2<sup>nd</sup> reading the 19<sup>th</sup> day of August 2014.

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

APPROVED AS TO FORM:

Walter Tremblay

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

August 15, 2014

MEMO TO: John Patterson, City Manager  
FROM: Linda L. Witko, Assistant City Manager  
SUBJECT: Contracts for Professional Services

Background

In the Fiscal Year 2015 Budget Council approved funding for several social and community service organizations. In order to make these funds available professional services contracts are needed to specify the services which will be provided in exchange for the allocations. Each contract identifies how the organization will request payment and provide documentation to receive the funds.

The following contracts are presented for Council approval for fiscal year 2015:

<u>Organization</u>	<u>Amount</u>	<u>Services</u>
Casper Mountain Fire District	\$7,500	Fire protection for City-owned lands on Casper Mountain
Casper Area Chamber of Commerce	\$45,000	Tourist Information Center Information on Business Opportunities Support for conventions/community events Promotion of Casper Corporate Membership for CEC Maintain Home Page/Resource Data Base
The Science Zone	\$25,000	Corporate membership and support for Scholarships and free admission for low Income families
Mercer House, Inc	\$21,000	Youth Empowerment Council
Children's Advocacy Project	\$35,000	Conduct forensic interviews and counseling Services for child abuse cases in Casper

A separate Resolution is required for each contract. Staff recommends approval of the contracts for professional services.

PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF CASPER  
AND  
CASPER MOUNTAIN FIRE DISTRICT

THIS PROFESSIONAL SERVICES CONTRACT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF CASPER, WYOMING, a Municipal Corporation, 200 North David, Casper, Wyoming, hereinafter referred to as the "City," and the CASPER MOUNTAIN FIRE DISTRICT, a Non-Profit Organization, hereinafter referred to as the "District".

WHEREAS, the City desires to obtain fire protection for City-owned lands on Casper Mountain; and,

WHEREAS, the District is willing and able to provide said fire protection; and,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

1. The terms of the Agreement shall be for a period of one (1) year, commencing July 1, 2014, and terminating June 30, 2015.
2. The parties agree that the total contract price of services to be provided by the District, as approved and authorized by the City pursuant to review and approval of City's annual budget, shall be the sum of Seven Thousand Five Hundred Dollars (\$7,500.00), payable to the District upon receipt of a signed City voucher, with bills and receipts attached.
3. The District shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the City following the close of the Fiscal Year.
4. The District agrees to give the City access to all agency records in connection with this agreement (except as provided by law) including, but not limited to, programmatic records and reports. District also agrees to provide quarterly programmatic reports to the City, and to cooperate with on-site monitoring by the City's designee.
5. The District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has

the effect of discriminating against any person on the basis of religion, race, creed, color, national origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and all services, privileges, accommodations, and activities provided thereby. The District agrees to give written assurances to the City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.

6. The District shall not use the funds obtained from the City to attempt to influence legislative body members or for partisan political activity.
7. The District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for any property. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be canceled without thirty (30) days prior written notice to the City. The District shall provide the City with copies of said insurance policies within thirty (30) days after execution of this agreement. The intent of this section is to insure that sufficient funds are available to fully insure the City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. Section 1-39-118. If the limits set forth in said Statute are altered, the District shall procure insurance to provide the City with full coverage according to said altered limits. The full limits of insurance required by this contract section shall be available to indemnify the City, if necessary. It is the intent of the parties that the City does not waive any immunity or limitation of its liability which is afforded by the Wyoming Governmental Claims Act.
8. The District shall indemnify and hold harmless the City against any and all damages to property, or injuries to, or death of any person or persons, and shall defend, indemnify, and hold the City harmless in proceedings of any nature or kind, including Workman's Compensation Claims, of or by anyone whomsoever, in any way resulting from, or arising out of, the operations in connection herewith.
9. The District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save the City harmless of any such claims and debts.
10. This agreement may be renewed for additional one-year increments by mutual written agreement between the parties.

11. This agreement shall be binding upon the parties hereto, their respective successors, and assigns.
12. 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.

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V.H. McDonald  
City Clerk

---

Paul L. Meyer  
Mayor

WITNESSETH:



---

Secretary/Treasurer

CASPER MOUNTAIN FIRE DISTRICT



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President of the Board

RESOLUTION NO. 14-229

A RESOLUTION AUTHORIZING FISCAL YEAR 2014-2015  
PROFESSIONAL SERVICES CONTRACT WITH THE CASPER  
MOUNTAIN FIRE DISTRICT.

WHEREAS, the Casper Mountain Fire District has in the past, and can in the future, provide fire protection for City-owned lands on Casper Mountain; and,

WHEREAS, the Casper Mountain Fire District agrees to provide said fire protection.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and the Casper Mountain Fire District, for Fiscal Year 2014-2015.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500).

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

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

August 15, 2014

MEMO TO: John Patterson, City Manager  
FROM: Linda L. Witko, Assistant City Manager  
SUBJECT: Contracts for Professional Services

Background

In the Fiscal Year 2015 Budget Council approved funding for several social and community service organizations. In order to make these funds available professional services contracts are needed to specify the services which will be provided in exchange for the allocations. Each contract identifies how the organization will request payment and provide documentation to receive the funds.

The following contracts are presented for Council approval for fiscal year 2015:

<u>Organization</u>	<u>Amount</u>	<u>Services</u>
Casper Mountain Fire District	\$7,500	Fire protection for City-owned lands on Casper Mountain
Casper Area Chamber of Commerce	\$45,000	Tourist Information Center Information on Business Opportunities Support for conventions/community events Promotion of Casper Corporate Membership for CEC Maintain Home Page/Resource Data Base
The Science Zone	\$25,000	Corporate membership and support for Scholarships and free admission for low Income families
Mercer House, Inc	\$21,000	Youth Empowerment Council
Children's Advocacy Project	\$35,000	Conduct forensic interviews and counseling Services for child abuse cases in Casper

A separate Resolution is required for each contract. Staff recommends approval of the contracts for professional services.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

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

2. Casper Area Chamber of Commerce, 500 North Center Street, mailing address P.O. Box 399, Casper, Wyoming, 82602 ("Contractor").

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

### RECITALS

A. The City desires to engage Contractor to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The project requires professional services for the provision of certain services.

C. The Contractor has accumulated considerable information and data relative to the population, industry, schools, housing, and other numerous other diverse matters of Casper, Wyoming, and the surrounding area.

D. The Contractor has, in the past, and can in the future, provide a unique function to the City by way of promoting the attributes of the City, new businesses, and assisting businesses in obtaining information regarding the Casper area.

E. The Contractor has been of great assistance to the inhabitants of the City by promoting goodwill, and has contributed to the general welfare of the inhabitants by welcoming new people to the area, and promoting goodwill between the ranching and business communities.

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

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

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

1. SCOPE OF SERVICES:

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

- A. Maintain a Chamber of Commerce Office within the corporate limits of the City.
- B. Answer all general inquiries from all persons from the various states and countries, and such letters and inquiries as may be referred to it by the City.
- C. Answer any business requesting information that is of a general nature which would not specifically be part of the Economic Development Program.
- D. Maintain a tourist information center and distribute tourist brochures and community material to promote the City and the surrounding area as a place to live, a place to vacation, and to generally promote the City's attributes in a matter as the Chamber, in its best judgment, shall determine.
- E. The Contractor shall provide staff support and appropriately related administrative services to assist with registration and similar activities for conventions, major events, and functions that occur from time to time within the community.
- F. Promote Casper as a retail trade center and a center for medical services, distribution, and education.
- G. Provide assistance and information for conventions and for special meetings sponsored by organizations other than the Chamber of Commerce.
- H. Provide the Casper Events Center, a department of the City of Casper, with a full corporate membership in the Chamber.
- I. Provide and maintain a Home Page on the Internet and local access resource data base.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 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 Forty-Five Thousand Dollars (\$45,000). Payment shall be made in quarterly installments not to exceed Eleven Thousand Two Hundred and Fifty Dollars (\$11,250) following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Contractor.

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 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 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:

- A. Contractor shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the City following the close of the Fiscal Year.
- B. Contractor agrees to give the City access to all agency records in connection with this contract (except as provided by law) including, but not limited to, programmatic records and reports. The Chamber also agrees to provide quarterly programmatic reports to the City, and to cooperate with on-site monitoring by the City's designee.
- C. Contractor shall not use the funds obtained from the City to supplant existing services, to attempt to influence legislative body members or for partisan political activity.
- D. This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

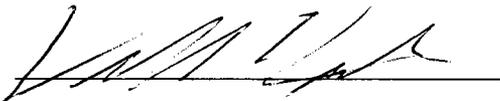
6. EXTENT OF CONTRACT:

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

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

CONTRACTOR  
Casper Area Chamber of Commerce

By: Gilda Lara

Printed Name: Gilda Lara

Title: Executive Director

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

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, 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, 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 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 Contractor.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-230

A RESOLUTION AUTHORIZING FISCAL YEAR 2014-2015  
PROFESSIONAL SERVICES CONTRACT WITH CASPER  
AREA CHAMBER OF COMMERCE

WHEREAS, the Casper Area Chamber of Commerce has in the past, and can in the future, provide a unique function to the City by way of promoting the attributes of the City, new businesses, and assisting businesses in obtaining information regarding the Casper area; and,

WHEREAS, the Casper Area Chamber of Commerce agrees to provide professional services to the City as required by the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and the Casper Area Chamber of Commerce, for Fiscal Year 2014-2015.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed Forty-five Thousand Dollars (\$45,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

August 15, 2014

MEMO TO: John Patterson, City Manager  
FROM: Linda L. Witko, Assistant City Manager  
SUBJECT: Contracts for Professional Services

Background

In the Fiscal Year 2015 Budget Council approved funding for several social and community service organizations. In order to make these funds available professional services contracts are needed to specify the services which will be provided in exchange for the allocations. Each contract identifies how the organization will request payment and provide documentation to receive the funds.

The following contracts are presented for Council approval for fiscal year 2015:

<u>Organization</u>	<u>Amount</u>	<u>Services</u>
Casper Mountain Fire District	\$7,500	Fire protection for City-owned lands on Casper Mountain
Casper Area Chamber of Commerce	\$45,000	Tourist Information Center Information on Business Opportunities Support for conventions/community events Promotion of Casper Corporate Membership for CEC Maintain Home Page/Resource Data Base
The Science Zone	\$25,000	Corporate membership and support for Scholarships and free admission for low Income families
Mercer House, Inc	\$21,000	Youth Empowerment Council
Children's Advocacy Project	\$35,000	Conduct forensic interviews and counseling Services for child abuse cases in Casper

A separate Resolution is required for each contract. Staff recommends approval of the contracts for professional services.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I- AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. The Science Zone, P.O. Box 2701, Mills, Wyoming, 82644.

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

### RECITALS

- A. The City desires to support a hands-on science and math learning center for children and families in our community that is accessible to all citizens.
- B. The project requires professional services for the operation and maintenance of the center.
- 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:

#### I. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: operation and maintenance of the Science Zone as a hands-on science and math learning center for children and families in the community. Contractor agrees to provide services to the public, including times when free access to exhibits is provided, as well as scholarships for programs and activities for low income families.

#### 2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 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-Five Thousand Dollars (\$25,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an invoice from the Contractor for the amount of the Contract, and following approval by the Casper City Council. Contractor, by submission of said invoice, specifies that it will perform 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.

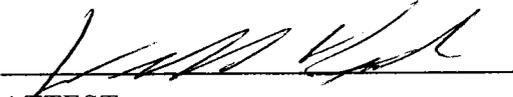
6. EXTENT OF CONTRACT:

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:

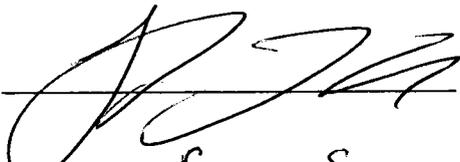
  
ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

CONTRACTOR  
The Science Zone

By:   
Printed Name: STEVEN SCHNELL

Title: Chairman, Board of Directors

## 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.

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

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, 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, 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 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 Contractor.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-231

A RESOLUTION AUTHORIZING FISCAL YEAR 2014-2015  
PROFESSIONAL SERVICES CONTRACT WITH THE  
SCIENCE ZONE.

WHEREAS, the Science Zone has in the past, and can in the future, provide a unique function to the City by administering the Science Zone program in the Community; and,

WHEREAS, the Science Zone agrees to provide operation and maintenance services for a hands-on science and math learning center for children and families in our community that is accessible to all citizens, including some times when access to exhibits is free.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and the Science Zone, for Fiscal Year 2014-2015.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed Twenty-five Thousand Dollars (\$25,000).

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

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

August 15, 2014

MEMO TO: John Patterson, City Manager  
FROM: Linda L. Witko, Assistant City Manager  
SUBJECT: Contracts for Professional Services

Background

In the Fiscal Year 2015 Budget Council approved funding for several social and community service organizations. In order to make these funds available professional services contracts are needed to specify the services which will be provided in exchange for the allocations. Each contract identifies how the organization will request payment and provide documentation to receive the funds.

The following contracts are presented for Council approval for fiscal year 2015:

<u>Organization</u>	<u>Amount</u>	<u>Services</u>
Casper Mountain Fire District	\$7,500	Fire protection for City-owned lands on Casper Mountain
Casper Area Chamber of Commerce	\$45,000	Tourist Information Center Information on Business Opportunities Support for conventions/community events Promotion of Casper Corporate Membership for CEC Maintain Home Page/Resource Data Base
The Science Zone	\$25,000	Corporate membership and support for Scholarships and free admission for low Income families
Mercer House, Inc	\$21,000	Youth Empowerment Council
Children's Advocacy Project	\$35,000	Conduct forensic interviews and counseling Services for child abuse cases in Casper

A separate Resolution is required for each contract. Staff recommends approval of the contracts for professional services.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

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

2. Mercer House, Inc., 535 West Yellowstone Highway, Suite 100, Casper, Wyoming, 82601 (“Contractor”).

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

### RECITALS

A. The City is undertaking the Youth Empowerment Council program.

B. The project requires professional services for administration of the Youth Empowerment Council program.

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: Contractor agrees to administer the Youth Empowerment Council Program in the community. Contractor agrees that it will prepare and submit a final report to City within thirty (30) days of the conclusion of the program funded under this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 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-one Thousand Dollars (\$21,000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an invoice from the Contractor for the amount of the Contract, and following approval by the Casper City Council. Contractor, by submission of said invoice, specifies that it will perform 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

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

CONTRACTOR  
Mercer House, Inc.

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

Printed Name: Debra Huber

Title: Finance Coordinator

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

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, 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, 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 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 Contractor.

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-232

A RESOLUTION AUTHORIZING FISCAL YEAR 2008-2009  
PROFESSIONAL SERVICES CONTRACT WITH MERCER  
HOUSE, INC.

WHEREAS, the Mercer House, Inc. has in the past, and can in the future, provide a unique function to the City by administering the Youth Empowerment Council program in the Casper area; and,

WHEREAS, Mercer House, Inc. agrees to provide services to the public by administering the Youth Empowerment Program.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and Mercer House, Inc. for Fiscal Year 2014-2015.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed Twenty-one Thousand Dollars (\$21,000).

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

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

August 15, 2014

MEMO TO: John Patterson, City Manager  
FROM: Linda L. Witko, Assistant City Manager  
SUBJECT: Contracts for Professional Services

Background

In the Fiscal Year 2015 Budget Council approved funding for several social and community service organizations. In order to make these funds available professional services contracts are needed to specify the services which will be provided in exchange for the allocations. Each contract identifies how the organization will request payment and provide documentation to receive the funds.

The following contracts are presented for Council approval for fiscal year 2015:

<u>Organization</u>	<u>Amount</u>	<u>Services</u>
Casper Mountain Fire District	\$7,500	Fire protection for City-owned lands on Casper Mountain
Casper Area Chamber of Commerce	\$45,000	Tourist Information Center Information on Business Opportunities Support for conventions/community events Promotion of Casper Corporate Membership for CEC Maintain Home Page/Resource Data Base
The Science Zone	\$25,000	Corporate membership and support for Scholarships and free admission for low Income families
Mercer House, Inc	\$21,000	Youth Empowerment Council
Children's Advocacy Project	\$35,000	Conduct forensic interviews and counseling Services for child abuse cases in Casper

A separate Resolution is required for each contract. Staff recommends approval of the contracts for professional services.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

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

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

2. Children's Advocacy Project, Inc., 350 North Ash Street, Casper, Wyoming, 82601 ("Contractor").

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

### RECITALS

A. The City is undertaking the Youth Advocacy Program.

B. The project requires professional services for administration of the Children's Advocacy Program.

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: Contractor agrees to administer the Children's Advocacy Program in the community. Contractor agrees that it will prepare and submit a final report to the City within thirty (30) days of the conclusion of the program funded under this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 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 Thirty-five Thousand Dollars (\$35,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

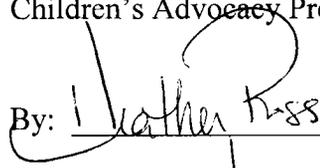
\_\_\_\_\_  
V.H. McDonald  
Clerk

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

WITNESS

CONTRACTOR  
Children's Advocacy Project, Inc.

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

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

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

Printed Name: Heather Ross

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

Title: Executive Director

## 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	N/A

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-233

A RESOLUTION AUTHORIZING FISCAL YEAR 2013-2014  
PROFESSIONAL SERVICES CONTRACT WITH CHILDREN'S  
ADVOCACY PROJECT, INC.

WHEREAS, the Children's Advocacy Project, Inc. has in the past, and can in the future, provide a unique function to the City by administering the Children's Advocacy program in the Community; and,

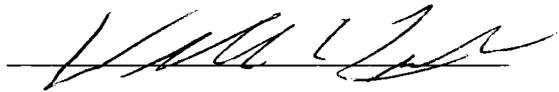
WHEREAS, the Children's Advocacy Project, Inc. agrees to provide services to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services contract between the City of Casper and the Children's Advocacy Project, Inc., for Fiscal Year 2013-2014.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payments throughout the term of the contract, in an amount not to exceed Thirty-five Thousand Dollars (\$35,000).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

August 21, 2014

MEMO TO: John Patterson, City Manager  
FROM: Linda L. Witko, Assistant City Manager  
SUBJECT: Senior Citizen Center Lease

Background

The current lease agreement with Central Wyoming Senior Services, Inc. expired on September 30, 2013. No action was taken by either party to extend or terminate this lease. It is proposed that a new lease agreement be executed between the City and Central Wyoming Senior Services, Inc. for the property at 1831 East 4<sup>th</sup> Street. The provisions of the lease are the same as provided by the previous agreement with the new lease commencing on the 1<sup>st</sup> day of October, 2013, to and including the 30<sup>th</sup> day of September, 2016, with the option to renew the same under like terms and conditions for one additional three year term. The rent for the leased premises is \$600 per month and the lessee is responsible for maintenance and repairs under \$500. Major repairs over \$500 are the responsibility of the City and are paid from the same fund to which the rental payments are deposited.

Staff recommends that Council approve the proposed lease agreement.

LEASE AGREEMENT

THIS LEASE, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Casper, 200 N David Street, Casper, Wyoming, 82601, a Municipal Corporation, referred to as "Lessor," and Central Wyoming Senior Services, Inc., 1831 E 4<sup>th</sup> Street, Casper, Wyoming, 82601, hereinafter referred to as 'Lessee.'

1. LEASED PREMISES

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to take from Lessor, for the term hereinafter provided, and any renewals thereof, the property located at 1831 East 4th Street.

2. LEASE TERM

A period of three (3) years, commencing on the 1<sup>st</sup> day of October, 2013, to and including the 30<sup>th</sup> day of September 2016, with the option to renew the same under like terms and conditions for one (1) additional three (3) year period as provided in paragraph 10 thereof.

3. RENT

Lessee shall pay to Lessor rent for the leased premises, the sum of Six Hundred Dollars (\$600) per month. Payments shall be paid in monthly installments commencing the first day of October and on or before the first day of each month thereafter throughout the lease term. Rent payments shall be made by Lessee to Lessor at 200 North David Street, Casper, Wyoming.

4. PURPOSE

To operate a senior citizens' center and other related purposes.

5. INSURANCE

A. Liability Insurance.

Lessee agrees to keep the demised premises insured with commercial general liability and commercial property insurance with the following coverages and limits:

Commercial General Liability

Personal Injury and Advertising Injury	\$	1,000,000
Per Occurrence Limit	\$	1,000,000
Fire/explosion/water damage limit	\$	1,000,000
Medical Expense Limit (Any one person)	\$	250,000

Commercial Property

Maximum Deductible Per Occurrence \$ 5,000

Building Replacement Cost

1831 East 4th Street .Senior Citizen Facility \$ 2,291,442.79

Building Contents \$ 687,432.84

Lessee shall provide that its policies of insurance are primary coverage, without any right of contribution from any other insurance policy or other source of Lessor. Lessor shall be named as additional insured on said policy, and said policies shall provide that Lessor shall be given thirty (30) days notice prior to the cancellation thereof. Lessee shall provide Lessor with a copy of said insurance policy or policies along with certificates of insurance thereof upon the execution of this agreement. Lessee further agrees to hold the City harmless and defend the City in any and all suits, claims, demands or actions arising from or relating to the use of the property by Lessee.

In the event that the demised premises are damaged or destroyed by fire or other causes that, in the opinion of the Lessor, it would not be feasible to repair or reconstruct the demised premises, then Lessor, at its option, may terminate this lease in lieu of reconstructing or repairing demised premises. If, because of fire or other casualty, the demised premises are rendered untenable, then the rent shall abate until premises are restored to their former condition. In the event the premises are rendered untenable by virtue of fire or other casualty, then Lessor must elect within fifteen (15) days of such fire or other casualty to restore said premises or terminate said lease as above provided and shall give Lessee written notice of such election within said fifteen (15) day period. In the event Lessor elects to rebuild the demised premises, then within fifteen (15) days after the fifteen (15) day period it shall commence such restoration and prosecute the same with due diligence. In the event that Lessor fails and neglects to notify Lessee within such fifteen (15) day period, then Lessee may, at its option, terminate this lease by giving Lessee written notice thereof. Lessee shall insure all of its property on the demised premises and will hold harmless and indemnify Lessor against any loss, cost, or damages to said property.

6. SUBLEASE

No part of the leased premises shall be subleased or assigned by Lessee, without the written consent of the Lessor first being obtained.

7. DEFAULT AND SURRENDER OF LEASED PREMISES

In the event Lessee fails to do, or cause to be done, any of the terms and conditions of this lease, the same shall be considered a default of the entire lease. Lessor shall give Lessee fifteen (15) day's written notice in the event of such default, and Lessee shall have an additional fifteen (15) day period to cure said default. Upon failure to cure said default, Lessor may, at its option, terminate this lease, and Lessee shall give up the demised premises peacefully and in as good condition as when entered upon. Upon such default and termination, Lessor shall have the right to enter upon the demised premises with or without process of law.

## 8. TERMINATION

The Lessee may terminate this lease, with or without cause, by notifying the Lessor, in writing, of its intention to terminate this Lease Agreement, together with the reasons therefore at least thirty (30) days before the next coming rental payment due date. Lessor may terminate this lease for cause as set forth in paragraph 7 above.

## 9. MAINTENANCE AND FIXTURES

Lessee agrees to maintain the leased premises in a condition satisfactory to the Lessor. Lessee further agrees that it will not construct any buildings or permanent structures upon the leased premises without the prior written authorization of the Lessor. In the event Lessee adds any improvements to the real property, including any and all fixtures and any plantings, including grass, trees or shrubs, the same shall become and remain the property of Lessor unless other arrangements are made with Lessor prior to the additions to said property. Lessor shall have a lien on all of Lessee's fixtures, personal property and equipment placed on, or moved into, the leased premises, to secure the performance of Lessee's obligations hereunder. If, at the end of the lease term or any extensions thereof, Lessee is not in default in any of the provisions of this lease, it may remove any of its personal property moved onto said premises by it, provided that it shall, at its own cost and expense, immediately repair any and all damage to the leased premises occasioned by the removal.

Lessee shall be responsible for all custodial and minor maintenance, including, but not limited to, care of the floors, walls and windows, to the satisfaction of Lessor. Minor maintenance shall be defined as any repair which is estimated to cost \$500 or less. In addition, the cost of utilities for servicing the interior of the building shall be the responsibility of the Lessee. The Lessor shall be responsible for major interior repairs if appropriately budgeted, based upon the Lessee's request made in March of each year and approved by the Casper City Council. Major repairs shall be defined as any repair over \$500. Exterior maintenance and repair of the building and planted areas shall be the responsibilities of the Lessor.

## 10. LEASE RENEWAL

Lessee may request an extension of the lease for one (1) additional term under similar terms and conditions contained herein, provided, however, that the rental payments for the additional term(s) will be negotiated at the time of the lease extension. Lessee shall make such request in writing to extend the lease at least one hundred twenty (120) days prior to the end of the lease term. If Lessor does not agree to extend the lease, it shall expire upon its own term at the end of the lease term.

11. AUDIT

Lessee shall be required to provide Lessor with a financial statement prepared in a format and certified to the satisfaction of Lessor at the conclusion of the Lessee's fiscal year.

Lessee shall also provide Lessor with satisfactory proof of continuation of its non-profit status, said proof to be that deemed satisfactory to Lessor in its sole discretion.

12. WAIVER

The waiver of any breach in any of the terms and conditions of this Lease shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver of any breach thereof.

13. INSPECTION

Lessor shall have access to the leased premises at all reasonable times and hours for the purpose of inspection and repair.

14. NON-DISCRIMINATION

Lessee agrees that no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, be discriminated in the provision of services from, or otherwise subjected to discrimination in the use of said facilities, or services provided therein.

15. TAXES

In the event that as a result of this Agreement, any real or personal property of the City/Lessor is taxed, the Lessee will pay such tax and protect and indemnify the City/Lessor in that regard. Nothing contained in this Agreement is intended to acknowledge or agree that such tax is appropriately levied. In the event that the City/Lessor commences an action to enforce this provision and prevails, the Lessee agrees to pay the City's/Lessor's reasonable attorney fees. The City/Lessor shall be deemed to have prevailed when it has obtained a final judgment or order, which is no longer subject to appeal relating to this clause.

16. IMMUNITY/GOVERNMENTAL CLAIMS ACT:

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

17. MISCELLANEOUS COVENANTS

Lessee agrees that it has examined the leased premises and accepts the same in its present condition.

Lessee will allow no liens to be placed upon the leased premises.

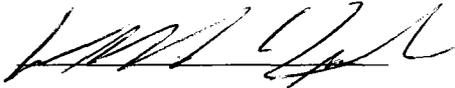
Lessee shall pay all utilities and operating expenses associated with the use of the property.

Lessee shall comply with local, State and Federal law, codes, ordinances and regulations governing the operation of the facility.

Lessee shall immediately notify the Lessor, in writing, of any failures in mechanical equipment, leaks in roofs, leaky windows, faucets or any other problems arising whatsoever which will aid the Lessor in reducing damage caused by such failures to the building or premises.

EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESSETH:

CENTRAL WYOMING SENIOR  
SERVICES, INC.

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

By: David C. Gossin

RESOLUTION NO. 14-234

A RESOLUTION AUTHORIZING A LEASE AGREEMENT  
BETWEEN THE CITY OF CASPER AND THE CENTRAL  
WYOMING SENIOR SERVICES, INC.

WHEREAS, the City of Casper has property at 1831 East 4<sup>th</sup> Street, Casper,  
Wyoming; and,

WHEREAS, the Central Wyoming Senior Services, Inc. desires to lease said  
property to operate a senior citizens' center and for other related purposes.

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 lease agreement for three (3) years, commencing October  
1, 2013, to and including the 30<sup>th</sup> day of September, 2016, with the option to renew for one  
additional three (3) year period.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

August 21, 2014

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

FROM: John C. Patterson, City Manager  
Bill Luben, City Attorney

SUBJECT: County Roads Conveyances Memorandum of Understanding

Recommendation:

That the Mayor of Casper execute and the City Clerk attest this memorandum of understanding between the City of Casper and Natrona County, Wyoming.

Summary:

The City of Casper and Natrona County, Wyoming, desire to transfer ownership and future maintenance responsibilities of certain county roads located within, or in close proximity to, the municipal boundaries of the City of Casper to the City.

The parties have developed an MOU for this transfer and maintenance of said roads and the City of Casper finds that it should enter into this MOU in order to memorialize the transfer.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF CASPER, WYOMING AND NATRONA COUNTY, WYOMING**

1. **Parties.** This Memorandum of Understanding (“MOU”) is entered into by and between the City of Casper, Wyoming (“City”) and Natrona County, Wyoming (“County”).
2. **Purpose.** The purpose of this MOU is to acknowledge the agreement between the City and County with regard to the transfer of ownership and future maintenance responsibility of certain current County Roads located within, or in close proximity to, the municipal boundaries of the City. Additionally, the purpose of this MOU is to rectify the current status of some roadways which are County Roads but lie within or adjacent to the municipal boundaries of the City but have not been designated as City Streets.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated or until all the terms of the agreement are satisfied.
4. **Responsibilities of City of Casper.**
  - a. The City shall accept ownership and take all actions necessary to designate the County Roads specified to be transferred to City in Section 6 of this MOU as City Streets. For any such roads whose ownership is transferred, City shall be responsible for all maintenance and up keep of the specified roads unless this MOU provides otherwise.
  - b. Any roads for which ownership will not be transferred and will remain County Roads, City agrees to share the cost of future maintenance for the respective roads as specified in Section 6 of this MOU.
  - c. City agrees that the County will only contribute to construction and maintenance of the roadways specified in Section 6 in order to bring or keep the roadways in compliance with City Street standards for street widths for two-lane City streets. County will not be responsible for or contribute to the cost of bringing said roadways into compliance with other City requirements for curbing, guttering, or sidewalks. County shall, however, contribute to the costs of maintaining, replacing or upgrading existing major storm conveyance drainage systems under the roadways (e.g., culvert upsizing).

specified in this MOU

- d. In the event City annexes any property that abuts a County Road, City agrees to accept that portion of the County Road and designate said section as a City Street. County agrees to pay twenty five percent (25%) of the actual cost to improve any such road to City Street standards, width of two-lane road only.
- e. When the roads that are transferred to the City by the County under this MOU are reconstructed, the City agrees to do so within the platted right-of-way.

**5. Responsibility of County.**

- a. The County shall convey all right title and interest in the roads specified to be transferred to City in Section 6 of this MOU by warranty deed. County additionally agrees to contribute funding, as specified in Section 6 of this MOU, to bring the specified County Roads in compliance with City street standards regarding width for two-lane roadways. County will not contribute funding to bring roadways into compliance with other City specifications, including but not limited to curbing, gutters, or sidewalks. County shall, however, contribute to the costs of maintaining, replacing or upgrading existing major storm conveyance drainage systems under the roadways (e.g., culvert upsizing).
- b. In the event City annexes any property that abuts a County Road, City agrees to accept that portion of the County Road and designate said section as a City Street. County agrees to pay twenty five percent (25%) of the actual cost to improve any such road to City Street standards, width of two-lane road only.
- c. Until such time as roads that are transferred to the City by the County under this MOU are reconstructed within platted rights-of-way, the County, at its sole cost and expense, agrees to defend the City against any title defects and claims against title that may arise.

**6. The Parties agree as to their responsibilities for each roadway as follows:**

**a. Country Club Road**

- 1. County agrees to immediately transfer ownership of Country Club road from municipal boundary of City to the termination of said road, as described in the warranty deed from the County to the City, and City agrees to accept said road and designate it as a City Street. City will contract to bring the roadway in compliance with City Street standards and County agrees to pay three hundred fourteen thousand dollars (\$314,000) of said construction cost.

City and County are aware that Phillips 66 Pipeline LLC (“Phillips 66”) has requested an easement in Country Club Road to reroute an eight inch, high pressure gas line from X to Y. In contemplation of the transfer of Country Club road to the City, the parties agree to work cooperatively in granting an easement, license or other right-of-way to Phillips 66.

**b. Scenic Drive.**

1. If City annexes any property that abuts Scenic Drive, the City and County agree to share the actual cost of improving that portion of Scenic Drive that abuts City’s municipal boundary to City Street standards, (width for two-lane roadway only), on an equal (50%-50%) basis.
2. If City annexes both sides of Scenic Drive, the City agrees to pay seventy five percent (75%) of road construction cost and County agrees to pay twenty five percent (25%) of cost to bring that section of the roadway that lies within the municipal boundaries of City into compliance with City Street standards.
3. Upon annexation, City will also assume ownership of the portion of Scenic Drive abutting or within the municipal boundaries of the City.

**c. Coates Road.** City and County agree to share the cost of improving that portion of Coates Road which lies within the municipal boundaries of the City to City Street standards, width for two-lane roadway only, on an equal (50%-50%) basis when both parties agree in the future that the roadway warrants the cost of said improvements. Coates Road was improved to County Road standards at County expense in 2012.

**d. Robertson Road.**

1. City and County agree to share the cost of major maintenance of that part of Robertson Road lying between Highway 220 and the Rocky Mountain Power Red Butte Substation, shown as Section 1 on Exhibit “A” as follows:

City of Casper	75%
Natrona County	25%.

2. City and County agree to share the cost of major maintenance of that part of Robertson Road lying between the Rocky Mountain Power Red Butte Substation and the Casper Municipal Growth Boundary, shown as Section 2 on Exhibit “A” as follows:

City of Casper	50%
Natrona County	50%

- e. **Wolf Creek Road.** County agrees to transfer ownership of Wolf Creek Road, from Highway 220 to the current termination point of said road, upon completion of an engineering report and survey. Completion of the engineering project is expected within 60 days. County agrees to transfer Wolf Creek Road via warranty deed with the description of the property transferred to be obtained from the survey. City agrees to accept said roadway and designate as a City Street. City will contract to bring the roadway in compliance with City Street standards and County agrees to pay seven hundred and sixty nine thousand dollars (\$769,000) of said construction cost.
  
- f. **Squaw Creek Road.** If City annexes any property that abuts Squaw Creek Road, City shall accept ownership of said road and County shall pay twenty five percent 25% of the construction cost to bring that section of Squaw Creek Road that is contiguous to the City in compliance with City Street standards, width for two-lane road only.
  
- g. **Salt Creek Heights Business Center.** County agrees to immediately transfer ownership of all roads within Salt Creek Heights Business Center as shown in red on Exhibit "B" attached hereto. Transfer of said roads shall be by quitclaim deed from County to City , and City agrees to accept said roadway and designate as a City Street. County agrees to crack and chip seal Salt Creek Parkway and English Avenue sometime during the summer of 2014 at is sole cost and expense.

**7. Surveying/Warranty Deed.**

- a. Survey of Country Club Road. The City, at its sole cost and expense, shall provide an accurate, surveyed, metes and bounds description for the portion of Country Club road that will be transferred to the City by warranty deed.
  
- b. Survey of Wolf Creek Road. The County, at its sole cost and expense, shall provide an accurate, surveyed, metes and bounds description for the portion of Wolf Creek road that will be transferred to the City by warranty deed.
  
- c. Survey of other roads. The County, at its sole cost and expense, shall provide an accurate, surveyed, metes and bounds description for the portion(s) of all other roads specified in this MOU that will be transferred to the City by warranty deed.

d. All warranty deeds shall be in a form acceptable to the City.

8. **General Provisions.**

a. **Amendments.** This agreement sets forth the entire understanding of the Parties, and any changes, modifications, revisions or amendments to this agreement shall be in writing, executed by all Parties hereto.

b. **Applicable Law.** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this agreement. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this agreement and over the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.

c. **Severability.** If any portion of this agreement is judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect.

d. **Governmental Claims Act.** Neither the City nor the County waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and said parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

e. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this agreement shall operate only between the parties to this agreement, and shall inure solely to the benefit of the parties of this agreement. The parties to this agreement intend and expressly agree that only parties signatory to this agreement shall have any legal or equitable right to seek to enforce this agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this agreement, or to bring an action for the breach of this agreement.

f. **Entirety of Agreement.** This agreement represents the entire and integrated agreement between the parties which supersedes all prior negotiations, representations and agreements, whether written or oral.

**APPROVED AS TO FORM:**

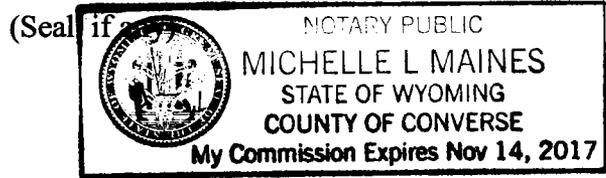


\_\_\_\_\_  
City Attorney



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 17<sup>th</sup> day of July, 2014 by Bill McDowell as the Chairman of the Natrona County, Wyoming, Board of County Commissioners.



Michelle L. Maines  
(Signature of notarial officer)

Commissioner's Sec./Assistant  
Title (and Rank)

[My Commission Expires: Nov 14, 2017]

# Exhibit A, to the MOU between City of Casper and Natrona County



Section 2

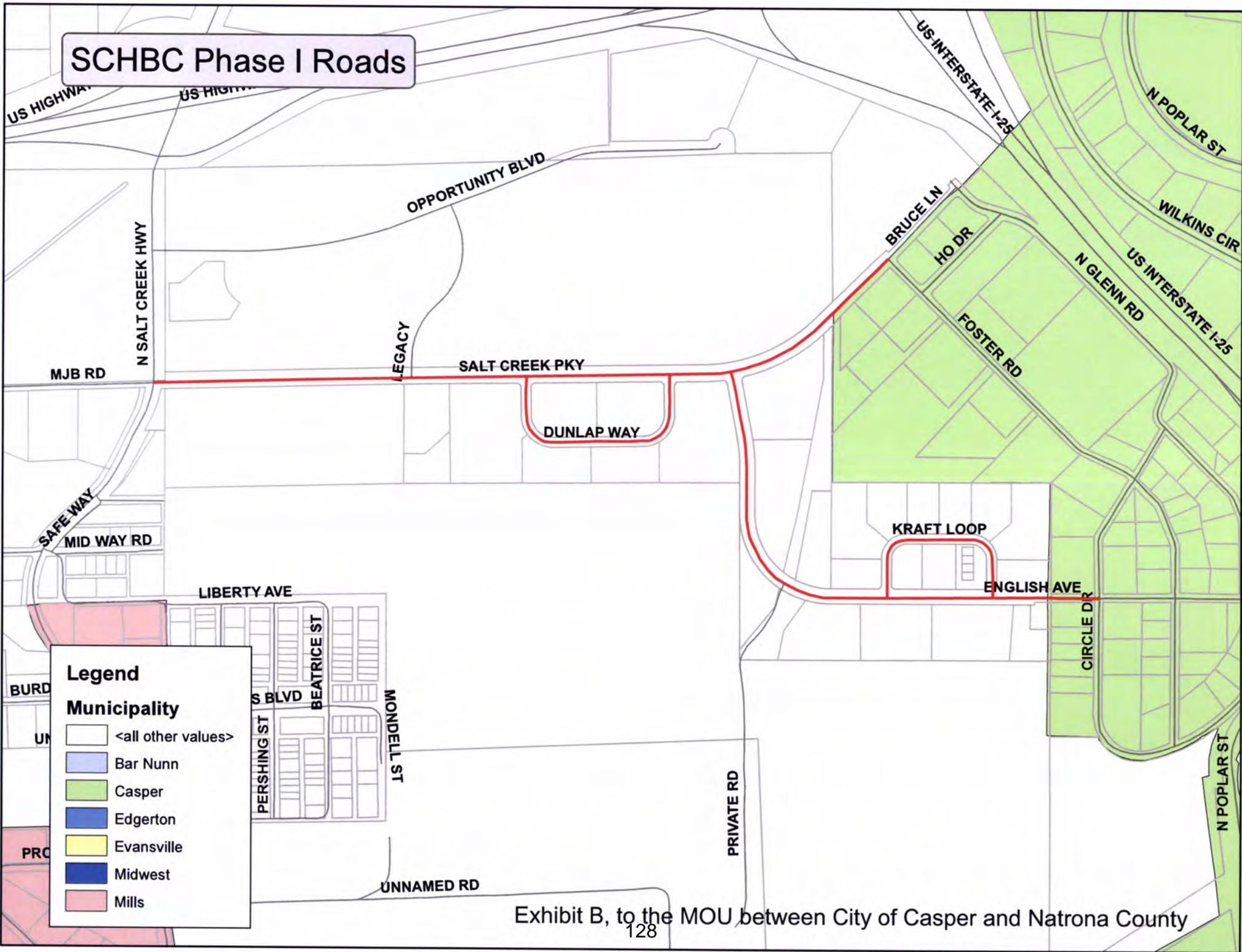
Section 1

**Legend**

**Municipality**

- <all other values>
- Bar Nunn
- Casper
- Edgerton
- Evansville
- Midwest
- Mills

# SCHBC Phase I Roads



**Legend**

**Municipality**

- <all other values>
- Bar Nunn
- Casper
- Edgerton
- Evansville
- Midwest
- Mills

Exhibit B, to the MOU between City of Casper and Natrona County

RESOLUTION NO. 14-236

RESOLUTION APPROVING MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY  
OF CASPER AND NATRONA COUNTY  
WYOMING.

Whereas, the City of Casper and the Natrona County, Wyoming desire to transfer ownership and future maintenance responsibility of certain county roads located within, or in close proximity to, the municipal boundaries of the City of Casper to the City; and,

Whereas, the parties have developed a memorandum of understanding for the transfer and maintenance of said roads, which memorandum has been approved by the County Commissioners for Natrona County, Wyoming; and,

Whereas, the city of Casper finds that it should enter into this memorandum in order to memorialize the transfer of the ownership of these county roads to the City of Casper as well as the future maintenance responsibilities therefor.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a Memorandum of Understanding between the City of Casper and Natrona County Wyoming for the purposes set forth above.

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

Approved as to Form:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

August 22, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Liz Becher, Community Development Director  
Joy Clark, Community Development Technician  
SUBJECT: Release of Mortgage Deed of Robin Ahrndt

Recommendation:

That Council, by resolution, authorize the release of the following mortgage deed:

Lot 83 Southridge Addition to the City of Casper, Natrona County, Wyoming

Summary:

The above homeowner received a deferred rehabilitation loan through the City's Housing and Community Development Block Grant Housing Rehabilitation Program in 2011. The deferred loan was secured by a mortgage deed and recorded in the Office of the County Clerk, Natrona County, Wyoming. The mortgagee has fully satisfied the terms and conditions of the Promissory Note and the mortgage deed needs to be released.

To remove the mortgage against the property title, it is necessary that the City officially release the mortgage deed in the amount of \$1,772.25.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 14-225

A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

WHEREAS, Robin Ahrndt executed a *Mortgage Deed With Release of Homestead Deferred* in favor of the City of Casper on August 25, 2011; and,

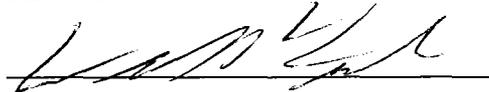
WHEREAS, the Mortgage Deed was recorded in the Natrona County Clerk's office against Lot 83 Southridge Addition to the City of Casper, Natrona County, Wyoming. Recorded October 18, 2011 as instrument number 916661 in the amount of One Thousand Seven Hundred Seventy-Two and 25/100 Dollars (\$1,772.25); and,

WHEREAS, the terms of the mortgage deed and promissory note have been fully satisfied, and the above said Mortgage Deed should now be discharged and released.

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 release of the above described Mortgage Deed.

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

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

August 25, 2014

MEMO TO: Paul L. Meyer, City Mayor  
FROM: Tracey Belser, Human Resources Director *TB*  
SUBJECT: Delta Dental of Wyoming Addendum

Recommendation:

That Council, by resolution, authorize an Addendum to the Administrative Service Agreement between Delta Dental of Wyoming and the City of Casper for professional services to administer the Dental Plan for the City of Casper.

Summary:

The City of Casper Dental Plan has been administered by Delta Dental of Wyoming since July 18, 2008. Services provided by Delta Dental include; dental claims administration (receipt and payment), and utilization review of claims and services.

The Addendum for 2015 administrative service fees is shown below:

	<u>FROM</u>	<u>TO</u>
Administrative service fee Per Subscriber Per Month	\$3.20	\$3.25

A resolution has been prepared for Council's consideration.

ADDENDUM

This addendum is intended to become a part of that certain contract between Delta Dental of Wyoming and the City of Casper, dated December 26, 2013, pertaining to dental plan coverage for the period of January 1, 2014, through December 31, 2014.

This addendum renews the said contract for a period of one year, beginning January 1, 2015 through December 31, 2015. The renewal rate is as follows:

New Premium Per Employee: \$3.25

In witness hereof, the parties have caused this addendum to be signed this 5<sup>th</sup> day of August, 2014.

City of Casper

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Delta Dental of Wyoming

Kerry P. Hall  
Kerry P. Hall

President / CEO  
Title

08/05/14  
Date

RESOLUTION NO. 14-226

AUTHORIZING ADDENDUM FOR ADMINISTRATIVE SERVICES CONTRACT WITH DELTA DENTAL FOR PROVISION OF SERVICES RELATED TO THE CITY OF CASPER'S DENTAL PLAN.

WHEREAS, the City of Casper entered into an Administrative Services "Contract" with Delta Dental on December 26, 2013 to provide dental coverage for City Employees; and,

WHEREAS, the contract is auto-renewing from year to year; and

WHEREAS, Delta Dental is able and willing to continue to provide such services; and

WHEREAS, Delta Dental is increasing premiums from \$3.20 per employee per month to \$3.25 per employee per month beginning January 1, 2015, and thus the need for an addendum; and

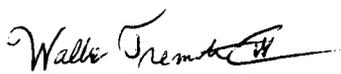
WHEREAS, the City of Casper desires to continue working with Delta Dental to perform such services.

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, an Addendum to the Contract with Delta Dental of Wyoming.

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, as amended.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

August 18, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
David W. Hill, P.E., Public Utilities Manager

SUBJECT: West Casper Zone II Water System Improvements – WWDC Application

Recommendation:

That Council authorize the submission of a Level III application to the Wyoming Water Development Commission, in the amount of One Million Seven Hundred Thirty-One Thousand Two Hundred Eighty Dollars (\$1,731,280) which represents 67% grant funding for the West Casper Zone II Water System Improvements.

Summary:

Since the 1980's, Casper Water Master Plans have identified the need for a Pressure Zone II water transmission main in west Casper to connect the isolated Zone II area in southwest Casper with the large Zone II area in central and east Casper. This isolated Zone II area contains several outside-city customers as well as a small number of inside-city customers (approximately 2,000 people total.) The need for the transmission main was again identified in the 2006 Casper Water Master Plan.

The isolated Pressure Zone II area is serviced by only a single booster station located on Coates Road and HWY 220. Booster station pumping pressures and tank overflow elevations for the isolated Pressure Zone II area and the remaining City Pressure Zone II area in central and east Casper are identical so no modifications will be needed for any of the four booster stations or eight tanks serving Pressure Zone II.

The WWDC application is attached along with a Technical Memorandum prepared by CEPI Engineers for the West Casper Zone II Transmission Main. The major reason for the West Casper Zone II Water System Improvements is to provide needed redundancy to the isolated southwest Casper Zone II area. However, as a side benefit, the transmission main could provide a "backbone" water transmission main for residents in the Squaw Creek area in Natrona County. Squaw Creek, over the years, has expressed many concerns over diminishing and subpar quality groundwater supplies.

The projected project cost is approximately \$2.584 Million. A 67% grant may be available from the WWDC. The remaining 33% (\$852,720) would be funded from Water Fund reserves. The WWDC application is due by October 1<sup>st</sup>.

A resolution is prepared for Council's consideration.

# West Casper Zone II Water System Improvements

## PROJECT APPLICATION FOR LEVEL III CONSTRUCTION FUNDING FOR MUNICIPAL AND RURAL DOMESTIC PROJECTS

WYOMING WATER DEVELOPMENT COMMISSION  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002  
Telephone: (307) 777-7626 Fax: (307) 777-6819

Funding for projects is based on WWDC recommendations and is appropriated by the legislature from the Water Development Accounts. Legislative authorization is required before the WWDC can begin project work. Applications for Level III construction projects new to the Water Development Program **must** be submitted no later than **August 15<sup>th</sup>**. Applications for Level III construction projects which have undergone Level I and/or Level II reviews under the Water Development Program **must** be submitted no later than **October 1<sup>st</sup>**. It is helpful if the applications are received prior to the deadline.

In order to receive consideration for Level III construction funding, the project sponsor must be an entity of local government with taxing and/or assessment authority. Private corporations and individuals are not eligible for assistance. *Note: If you are seeking Level III funding for a project new to the Program, you must provide a feasibility study with detailed cost estimates prepared by a professional engineer registered in the State of Wyoming.*

### APPLICATION REQUIREMENTS

- The person signing the application must have authority to commit the entity to a binding contract.
- A notarized copy of a resolution supporting this application passed by the board or other governing body of the entity must be provided.
- If this project is for a project new to the Program, a check for the \$1,000 filing fee must accompany the application. If the application is denied, 75% of the application fee will be refunded to the applicant.
- A project area map (8.5" x 11" preferred) showing district boundaries, project location and features should be provided. Include any reports or other supporting information available.
- Written verification that the project will include a minimum of 20 taps with meters on each tap.
- Written verification from any municipality, county, joint powers board, irrigation district, or special district that is impacted by the project that they understand and accept those impacts.
- Written certification that the sponsor complies with the public water system rate requirements as set forth in W.S. 15-7-602, W.S. 16-1-108, and W.S. 41-10-113.

### ENTITY INFORMATION

#### Municipality

(Type of Entity – i.e.: Municipality, County, Joint Powers Water Board, Special District)

#### City of Casper

200 North David Street

(Applicant – Name of Entity)

(P.O. Box or Street Address)

Casper

Natrona

Wyoming

82601

(307) 235-8213

(City)

(County)

(State)

(Zip Code)

(Phone)

Paul L Meyer, Mayor

(Authorized Official - Type or Print Name)

(Signature of Authorized Official)

(Date)

David W. Hill, Public Utilities Manager

(307)235-8213

(Contact Person – Type or Print Name)

(Phone Number\*)

\*The best time to reach the contact person is from 8:00 am to 5:00 pm o'clock on Mon-Fri days of the week.

If the application was prepared by someone other than the contact person, please provide

Name N/A

Phone Number \_\_\_\_\_

**PERTINENT INFORMATION**

The purpose of this section is to gather information necessary for the development of the financing plan for the Level III construction project. Answer all questions as completely and accurately as possible. If you need help, please call the Water Development Office at 307-777-7626.

**A. REQUESTED FINANCING PLAN**

Provide the following specifics regarding the financing plan you are seeking. Contact the WWDO for questions regarding specifics relating to existing Program criteria.

1. Provide a brief statement describing the project for which you are seeking funding, including the reasons the project is needed. Describe the current situation with your water supply that will be improved by the project. (Attach additional information if you wish): See attached "Exhibit A" - Technical Memorandum - West Zone II Transmission Main

2. Total funding request (Please attach the best available detailed cost estimate): \$2,584,000

3. WWDC Grant (Percentage of total WWDC eligible project costs): 67% (\$1,731,280)

4. WWDC Loan (Percentage of total WWDC eligible project costs): 0%

a. Interest rate (presently, the typical rate is 4%): \_\_\_\_\_

b. Term of loan (cannot exceed economic life of project): \_\_\_\_\_

5. If you are planning to obtain alternate loans or additional grants from other agencies to supplement your request from the WWDC, please describe your financing plans and the schedule for the acquisition of the funds: Water Fund Reserves - remaining 33% of project costs

6. Total project costs not eligible for WWDC funding: \$0

7. Please describe your financing plans and the schedule for the acquisition of the costs not eligible for WWDC funding: Water Fund Reserves

**B. EXISTING WATER SUPPLY SYSTEM**

1. Description of Present Water Supply:

a. Groundwater - Number of wells: 29 Approximate Depth: 30 - 40 feet

Primary supply aquifer or formation: North Platte River Alluvial

Approximate Yield in GPM per well: 567 Total of all wells: 16,425 gpm

b. Surface Water - Source Name: North Platte River

Type of Diversion (headgate, infiltration gallery, pumps, etc.): Intake Structure - pumping

Approximate Yield: 42 c.f.s.

c. Springs - Name of springs: N/A Approximate Yield: \_\_\_\_\_

2. Water Storage: Treated (volume and description): 27 MG

Raw (volume and description): 0 - N/A

3. Transmission pipeline - Approx. Distance form Source to Distribution System: 1,000 feet

Type of pipe material: Cast Iron, Ductile Iron, PVC Diameter(s): 6-inch to 42-inch

Age of pipeline: 1 - 70 years Condition of pipeline: Fair

4. Treatment – None: \_\_\_\_\_ Chlorination: \_\_\_\_\_ Filtration:  X  Other:  Chloramination

5. Is water metered?  Yes  Do you bill by your meters?  Yes

6. Identify unmetered usage (irrigation of parks, cemeteries, fire protection, etc.) and amount of unmetered usage:  Distribution System Flushing, new and replacement water main flushing, tank overflow and drainage, street cleaning, fire fighting

7. Do you have an independent raw water irrigation system?  Yes

Raw water system capacity (gallons per day):  1 MGD   
Average annual raw water usage (gallons):  57.17 MG

8. Are you under any federal (EPA) mandates to improve your system? (eg. Administrative orders, violations, actions taken):  No

9. Does anyone in the service area haul their drinking water?  No

**C. FINANCIAL INFORMATION**

1. Service Area Information:

a. Population (2010 Census):  55,321  Current Estimate:  61,500  Service Area  57,000 – Casper

b. Does the entity have a comprehensive planning boundary?  Yes   
If so, what is the estimated additional population that may be served in the future?  20,000

c. Taps served within the entity boundaries?	<u> Pre-Project 21,488 </u>	<u> Post Project NA for this project </u>
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d. Taps outside the entity boundaries?	<u> 616 </u>	<u> NA for this project </u>
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e. Names of other water systems served?  Vista West Water Co., Natrona County Airport, Air Base Acres I&S District, Ardon Subdivision, Pleasant View Water Co.

f. Are there existing planning reports (municipal or county) addressing growth management in the project area?  Yes . If so, please provide titles and how copies of the reports could be obtained:  Casper Water Master Plan Level I Study – October 15, 2006 – City of Casper

2. Water Usage (Potable water system only)	<u> Pre-Project </u>	<u> Post Project </u>
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a. Total number of gallons produced by the water sources annually:	<u> 3.55 BG* </u>	<u> Same </u>
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b. Gallons used <u>per capita</u> per day:		
Average Day:	<u> 161 GPD </u>	<u> Same </u>
Peak Day:	<u> 470 GPD </u>	<u> Same </u>

\* City of Casper Five-Year Average

3. System capacity (Potable water system only):	<u> Pre-Project </u>	<u> Post-Project </u>
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a. Maximum capacity of the water supply system:		
Acre feet per day:	<u> 39 MGD </u>	<u> Same </u>
Gallons per day:	<u> </u>	<u> </u>

b. Increased capacity needed:		
Acre feet per day:	<u> 0 at Water Production Facility </u>	<u> </u>
Gallons per day:	<u> </u>	<u> </u>

c. Estimated system water losses (percentage):	<u> 2% </u>	<u> Same </u>
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d. Identify the water rights, existing or needed, for the project. Describe the status of these water rights ( filings, permits, adjudicated water rights): NA – Not applicable for this project

e. What is the factor (bottleneck) that is presently limiting your ability to provide water (supply, transmission, treatment, distribution, etc.): 1) Transmission lines 2) Low Pressure areas

f. What will be the post-project factor (bottleneck) that is will limit your ability to provide water (supply, transmission, treatment, distribution, etc.): 1) Transmission line redundancy

g. Describe water conservation efforts (tiered water rates, lawn watering restrictions, etc.): 1) Watering restrictions during times of call on the water supply 2) Public Education

<b>4.</b>	<b>Rates</b>	Pre-Project	Post-Project
	<b>a. Tap fees:</b>		
	Residential: ¾-inch	<u>1610</u>	<u>Same</u>
	Commercial:	<u>1610</u>	<u>Same</u>
	<b>b. Average residential monthly water bill:</b>	<u>\$41.06</u>	<u>Same w /inflation factor</u>
	<b>c. Water Rates:</b>		

Pre-project rates for all tiers and categories of use: Monthly Billing - \$7.36 monthly minimum which includes 1,500 gallons usage, \$3.37 / 1,000 gallons thereafter

Post-project rates for all tiers and categories of use: Approximately 2 – 3% per year

d. Identify any local conditions that affect your rates? (Example: flow through for frost prevention, etc.): None

<b>5.</b>	<b>Financial Statement</b>	Pre-Project	Post-Project
	Annual revenues generated from water sales:	<u>12.00M</u>	<u>Same w / inflation factor</u>
	Annual revenues from tap fees:	<u>0.39 M</u>	<u>Same w / inflation factor</u>
	Annual revenues from other sources:	<u>1.05 M</u>	<u>Same w / inflation factor</u>
	Total annual revenues:	<u>13.44 M</u>	<u>Same w / inflation factor</u>
	Annual budget for operation and maintenance expenses:	<u>10.30M</u>	<u>Same w / inflation factor</u>
	Annual payments for debt retirement:	<u>0.755 M</u>	<u>Same w / inflation factor</u>
	Annual payments to a repair and replacement fund:	<u>0.800 M</u>	<u>Same w / inflation factor</u>
	Annual payments to an emergency fund:	<u>*</u>	<u>Same w / inflation factor</u>
	Annual payments for other purposes:	<u>0.015 M</u>	<u>Same w / inflation factor</u>
	Total annual payments:	<u>11.87 M</u>	<u>Same w / inflation factor</u>
	Balance in repair and replacement fund:	<u>*</u>	<u>Same w / inflation factor</u>
	Balance in emergency fund:	<u>*</u>	<u>Same w / inflation factor</u>
	Annual cost of water quality testing:	<u>\$117,500</u>	<u>Same w / inflation factor</u>

\* In Water Fund Reserves - \$10.9 M – Current Balance

6. Is the operation of the water supply system self supporting in terms of revenues offsetting costs for operation, maintenance, debt retirement, replacement funds and emergency funds? Yes – Operations  
 If not, how is the difference subsidized? Capital Expenditures is not self supporting Funding – 1% monies, SLIB, SRF, WWDC, Reserves



## Technical Memorandum

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Date: July 29, 2014  
 To: David Hill, City of Casper  
 From: Nick Larsen  
 Tom Brauer  
 WO #: 14-42  
 Subject: West Zone II Transmission Main

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### **Purpose**

The 2006 Casper Master Plan Level I Study identified that the western Pressure Zone II of the City of Casper water system is in need of redundancy to provide a more reliable water source to the customers in this area. This Technical Memorandum (TM) supplements the Casper Master Plan providing a more in depth study specifically addressing alternatives for improving redundancy to western Pressure Zone II. This TM is broken up into five sections: Purpose, Background, Alternatives, Recommended Alternative, and Cost Estimate.

### **Background**

The 2006 Casper Master Plan Level I Study identified the need for a redundant transmission main to provide water to the western Pressure Zone II. The western Pressure Zone II consists of Webb Creek, Indian Hills, Westland Park, Skyline Ranches, and Gothberg Subdivisions, as well as a small portion of Paradise Valley Subdivision. Water is pumped into the western Pressure Zone II through a single pump station (Southwest Pump Station) with no alternate supply source. The water is pumped into the Southwest Water Storage Tank located on a hill adjacent to the Gothberg and Webb Creek subdivisions.

As part of the 2003 Level I Study for the South Garden Creek Water Supply Study the Level II Study for the Squaw/Wolf Creek area was completed. The Squaw/Wolf Creek area has expressed concerns over diminishing groundwater supplies. The 2003 study recommended that the Squaw/Wolf Creek area form a water district to become an outside-City retail water customer. A preliminary design for a connection to the City water system and a distribution system for the Squaw/Wolf Creek area was proposed in this study as well as financing options. The residents in the area did not form an improvements and service district and the project was never constructed; however, there is still a real concern over diminishing groundwater supplies and a need for reliable potable water service in the area. The 2006 Casper Master Plan confirms that Pressure Zone II has the additional pumping and storage capacity required for the projected water demands identified in the Squaw/Wolf Creek Level II Study.

The proposed Southwest Zone II Transmission Main would not only provide a redundant water source to the Webb Creek, Indian Hills, and Gothberg subdivisions, it would also provide a great benefit to the existing residents in the Squaw/Wolf Creek area.

### **Alternatives**

CEPI identified three possible water main corridors. The alternatives are identified in Figure 1 and detailed below.

- Option 1
  - Install 12-inch PVC water main in Wolf Creek Rd. from West 40<sup>th</sup> St. to CY Ave.
  - Install 12-inch PVC water main from Wolf Creek Rd. to the existing 12-inch stub south-east of Walmart.
  - Install 12-inch PVC water main adjacent to CY Ave. inside the WYDOT right-of-way from Wolf Creek Rd. to Coates Rd. and connect to the existing 16-inch Pressure Zone II water main in Coates Rd. The crossings at Wolf Creek and Squaw Creek will be challenging. The existing slope from CY Ave. to the creeks is very steep with large culverts at the bottom that are near the right-of-way. It is anticipated that the water main will need to be installed outside of the WYDOT right-of-way and additional easements for these two crossing will be necessary.
- Option 2
  - Install 12-inch PVC water main from Wolf Creek Rd. to the existing 12-inch stub south-east of Walmart.
  - Install 12-inch PVC water main in Wolf Creek Rd. from the Walmart connection to West 40<sup>th</sup> St.
  - Install 12-inch PVC water main from the intersection of Wolf Creek Rd. and 40<sup>th</sup> St. to the platted Tavares Rd. Easements will be required for this section.
  - Install 12-inch PVC water main on Tavares Rd. north to CY Ave.
  - Install 12-inch PVC water main adjacent to CY Ave. inside the WYDOT right-of-way from Tavares Rd. to Coates Rd. and connect to the existing 16-inch Pressure Zone II water main in Coates Rd.
- Option 3
  - Install 12-inch PVC water main in Wolf Creek Rd. from West 38<sup>th</sup> St. south approximately 2,000 linear feet.
  - Install 12-inch PVC water main from the west end of Eagle Dr. to the platted Tavares Rd. Easements will be required for this section.
  - Install 12-inch PVC water main on Tavares Rd. north to CY Ave.
  - Install 12-inch PVC water main adjacent to CY Ave. inside the WYDOT right-of-way from Tavares Rd. to Coates Rd. and connect to the existing 16-inch Pressure Zone II water main in Coates Rd.

Table 1 identifies the key components for each Alternative.

Table 1

<b><u>Criteria</u></b>	<b><u>Option 1</u></b>	<b><u>Option 2</u></b>	<b><u>Option 3</u></b>
<b>Total Length</b>	13,400 LF	13,200 LF	13,750 LF
<b>Access for Maintenance</b>	Very Accessible	Difficult – Large portion of water main in easements away from existing roads	Difficult – Large portion of water main in easements away from existing roads
<b>Required Easement Length</b>	2,150 LF (Majority of water main inside WYDOT ROW)	5,650 LF	6,600 LF
<b>Ability to Serve Existing and Potential Development</b>	Minimal	Excellent	Excellent
<b>Creek Crossing</b>	Very Difficult	Moderate Difficulty	Moderate Difficulty

**Recommended Alternative**

CEPI analyzed each water main corridor with the criteria listed above. All three options provide the necessary redundancy for southwest Pressure Zone II with each option having specific challenges and benefits; however, Option No. 2 is the recommended option. The location of the Option No. 2 water main will best serve the existing water system customers and potential future customers. The Option No. 2 water main runs through the middle of the Squaw/Wolf Creek area allowing for easy connectivity when this area elects to form a district and connect to the City’s water system. Additionally, WYDOT was contacted regarding installation of the waterline in the CY Avenue Right-of-way; no formal approval was provided at the time of completion of this technical memorandum. WYDOT has historically been very reluctant to allow large wet utilities to parallel their right-of-way due to concerns regarding potential pipeline rupture and protection of the right-of-way for future construction.

**Cost Estimate**

The estimate cost for designing and constructing the proposed Option No. 2 water main is \$2,600,000.00. The estimate has been developed using actual costs from other similar recent projects in the greater Casper area. The costs are detailed in Table 2.

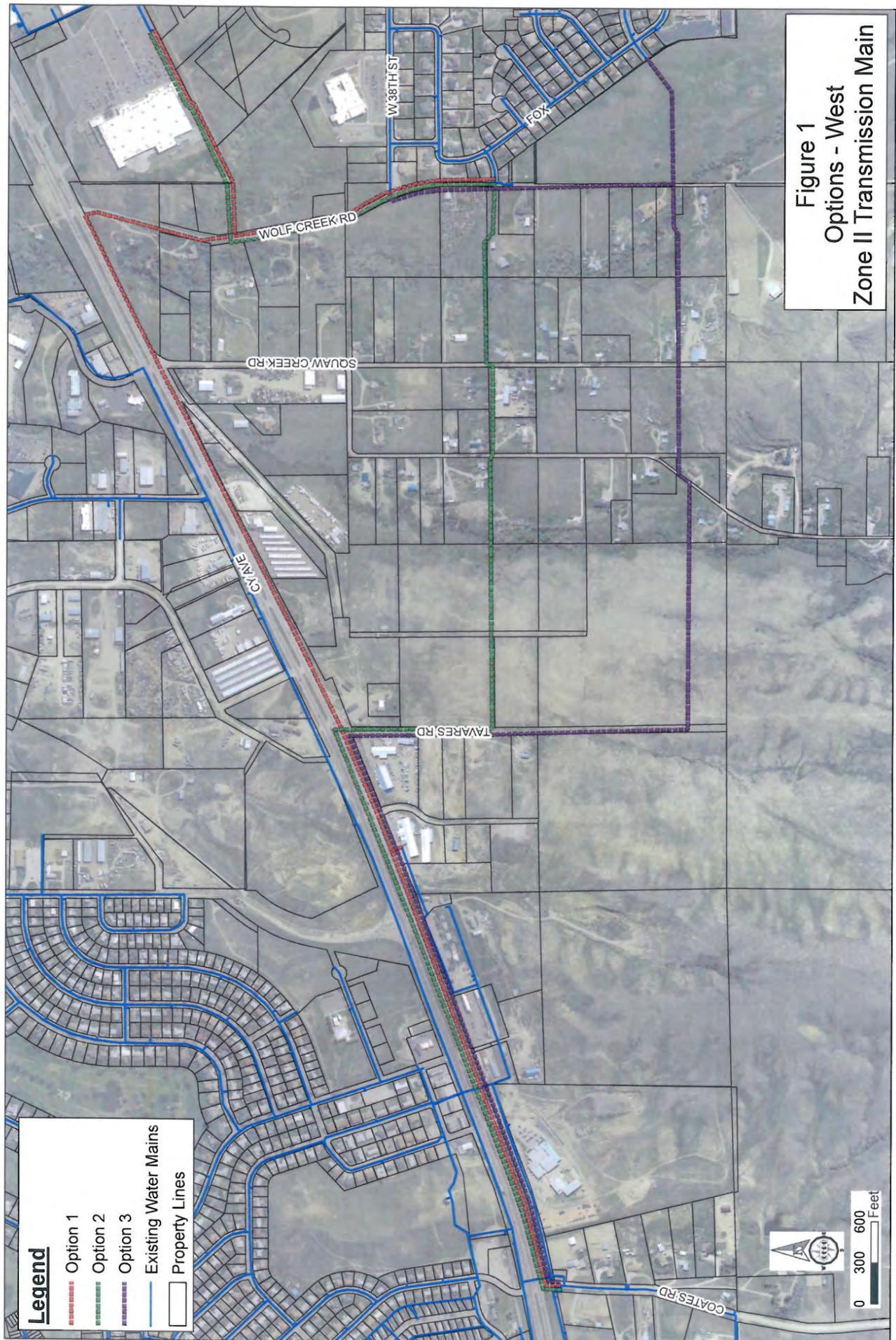


Figure 1  
Options - West  
Zone II Transmission Main

- Legend**
- Option 1
  - Option 2
  - Option 3
  - Existing Water Mains
  - Property Lines

0 300 600 Feet

**Table 2 - West Zone II Transmission Main - Option 2 Cost Estimate**

<b>Preparation of Final Design and Specifications</b>					<b>\$183,420.00</b>
<b>Permitting and Mitigation</b>					<b>\$15,000.00</b>
<b>Legal Fees</b>					<b>\$15,000.00</b>
<b>Acquisition of Access and Right-of-way</b>					<b>\$50,000.00</b>
<b>Construction Costs</b>					
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>	
Mobilization and Bonds	1	LS	\$200,000.00	\$200,000.00	
12-inch PVC Waterline	13,200	LF	56.00	739,200.00	
12-inch Fittings	25	EA	1,200.00	30,000.00	
12-inch Valves	15	EA	3,000.00	45,000.00	
Creek Crossing	2	EA	15,000.00	30,000.00	
Air Release Valves	13	EA	8,000.00	104,000.00	
Fire Hydrant Assembly	20	EA	7,000.00	140,000.00	
Connect to Existing Pipelines	9	EA	3,000.00	27,000.00	
Select Backfill	4,500	CY	20.00	90,000.00	
Foundation Material	500	CY	50.00	25,000.00	
Asphalt Patching	5,200	SY	70.00	364,000.00	
Traffic Control	1	LS	40,000.00	40,000.00	
<b>Construction Cost Subtotal No. 1</b>				<b>\$1,834,200.00</b>	
<b>Engineering Services During Construction (10%)</b>				<b>\$183,420.00</b>	
<b>Construction Cost Subtotal No. 2</b>				<b>\$2,017,620.00</b>	
<b>Contingency (15% of CCS No. 2)</b>				<b>\$302,640.00</b>	
<b>Construction Cost Total</b>					<b>\$2,320,260.00</b>
<b>TOTAL PROJECT COST</b>					<b>\$2,584,000.00</b>

RESOLUTION NO. 14-227

A RESOLUTION AUTHORIZING AN APPLICATION FOR A GRANT TO THE WYOMING WATER DEVELOPMENT COMMISSION FOR CONTINUING IMPROVEMENTS FOR THE WEST CASPER ZONE II WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Casper has need for a water transmission main in west Casper to connect an isolated Zone II area in southwest Casper with the large Zone II area in central and east Casper; and,

WHEREAS, the 2006 Casper Water Master Plan identified the need for this Zone II transmission main in west Casper; and,

WHEREAS, an updated technical memorandum further identified the need for this Zone II transmission line in west Casper and provided alternative pipeline corridor routes and cost estimates for the transmission main; and,

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

WHEREAS, the City of Casper retail and Wholesale water usage is 100% metered; and,

WHEREAS, the Wyoming Water Development Commission has made available grants and loans for the purpose of assisting entities such as the City of Casper on this project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER WYOMING: That the Casper City Council hereby authorizes submission of a Level III application to the Wyoming Water Development Commission, in the amount of One Million Seven Hundred Thirty-One Thousand Two Hundred Eighty Dollars (\$1,731,280) which represents 67% grant funding of the West Casper Zone II Water System Improvements, for a total project cost of Two Million Five Hundred Eight-Four Thousand Dollars (\$2,584,000).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_



September 2, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, PE, Public Services Director   
David W. Hill, PE, Public Utilities Manager  
Cindie Langston, Solid Waste Manager  
Jason Knopp, P.E., Associate Engineer

SUBJECT: State Revolving Fund Loan – Closure of Loan Documents - Wastewater Treatment Plant Biosolids Composting Equipment

Recommendation:

That Council, by resolution, authorize a Loan Amendment for the State Loan and Investment Board (SLIB), for the \$500,000 Clean Water State Revolving Fund Loan (CWSRF #128) for Wastewater Treatment Plant Biosolids Composting Equipment.

Summary:

The Casper Public Utilities Division-Wastewater Treatment Plant Section, in conjunction with the Casper Solid Waste Division-Balefill Section, is finishing the construction of a Wastewater Treatment Plant (WWTP) Biosolids/Solid Waste Yard Co-Composting facility at the Casper landfill. WWTP sludge, dewatered at the WWTP through a centrifuge, will be combined with yard waste to co-compost with each other to develop finished compost suitable for landfill cover and for use as a soil amendment at the landfill for reclamation activities.

Equipment needs for this co-composting facility included a self-propelled compost windrow turner suitable for periodically turning the eight foot high, twelve foot wide compost rows and a stationary water hose reel.

Through a resolution adopted by Council on August 7, 2012, the City executed a loan agreement with SLIB for a \$500,000 loan with 25% principal forgiveness for 20 years. This project (equipment) was considered a “Green Project” since the WWTP Biosolids/Yard Waste Co-composting facility will recycle WWTP biosolids and City yard waste into a usable compost to be used as City landfill cover material and as a soil amendment at the City landfill. The acceptance as a “Green Project” means the loan portion is at a 0% interest rate.

The City of Casper publicly bid and purchased a self-propelled compost turner according to SLIB requirements from Vermeer Sales & Service of Colorado for \$365,800, with a 25% principal forgiveness or \$91,579.29, making the final amended loan amount for repayment of \$274,737.87. The amended loan will be paid back over twenty (20) years at 0% interest with quarterly payments per year of \$3,434.22. SLIB requires a resolution from council for the approval and acceptance of the closure to the active loan to release the unused funds back to SLIB. City staff has reviewed the requirements of the loan and recommends the closure of said loan.

A resolution is prepared for Council's consideration.

STATE OF WYOMING  
 OFFICE OF STATE LANDS AND INVESTMENTS  
 ATTENTION: SRF LOAN DEPARTMENT  
 122 WEST 25TH STREET - HERSCHLER BUILDING 3RD WEST  
 CHEYENNE, WY 82002

City of Casper  
 Dave Hill, Public Utilities Manager  
 200 North David  
 Casper, Wyoming 82601

DATE DUE: 1 August 2014

LOAN #: CWSRF-128

AMOUNT DUE: \$3,434.22

1. Make check payable to:  
 OFFICE OF STATE LANDS AND INVESTMENTS
2. Your check will be deposited immediately. Your cancelled check will be your only receipt.
3. KEEP TOP PORTION FOR YOUR INFORMATION.
4. RETURN BOTTOM PORTION WITH YOUR REMITTANCE.

\*\* For information on your current unpaid principal balance, please contact the SRF (State Revolving Fund) Loan Department at (307) 777-6046 or 777-6373.

0% - Per Annum

Please detach and return this portion with your payment

Amount Due	Loan Number	Date Due	Rate per Annum
\$3,434.22	CWSRF-128	1 August 2014	<u>0%</u>

Payment Received From:

City of Casper  
 Dave Hill, Public Utilities Manager  
 200 North David  
 Casper, Wyoming 82601

Please check for address and/or phone # changes:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF WYOMING  
WYOMING STATE LOAN AND INVESTMENT BOARD  
CHEYENNE, WYOMING

AMENDED PROMISSORY NOTE

\$274,737.87 \_\_\_\_\_, 2014

On August 7, 2012, the of Casper, Natrona County, Wyoming, (hereinafter "City") for value received, executed a Promissory Note to pay the State of Wyoming State Loan and Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of Five Hundred Thousand Dollars and No/100 (\$500,000.00) together with interest at a rate zero percent (0%) per annum. A copy of said note is attached hereto as Appendix A and is incorporated herein by reference.

The City has established August 5, 2013 as the completion date of the Wastewater Treatment Plant Biosolids Composting Equipment. The City has not made any principal payments as of this date and has relinquished One Hundred Thirty-Three Thousand Six Hundred Eighty-Two Dollars and 84/100 (\$133,682.84) in unused CWSRF loan funds. The City has received principal forgiveness in the amount of Ninety-One Thousand Five Hundred Seventy-Nine Dollars and 29/100 (\$91,579.29) in CWSRF loan funds.

The purpose of this Amended Promissory Note is to establish a new schedule for the repayment of the principal in the amount of Two Hundred Seventy-Four Thousand Seven Hundred Thirty-Seven Dollars and 87/100 (\$274,737.87). The first quarterly payment will be due August 1, 2014, and will be comprised of the first amortized quarterly principal installment of Three Thousand Four Hundred Thirty-Four Dollars and 22/100 (\$3,434.22). Three Thousand Four Hundred Thirty-Four Dollars and 22/100 Dollars and 00/100 (\$3,434.22) will be due on the 1<sup>ST</sup> day of November, February, May, and August hereafter until Seventy-Eight (78) additional payments have been made and a Eightieth (80<sup>th</sup>) and final payment of Three Thousand Four Hundred Thirty-Four Dollars and 49/100 (\$3,434.49) being due and payable on May 1, 2034.

The payment schedule is attached hereto and incorporated herein as Appendix B. All other terms and conditions of the original Promissory Note shall remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF CASPER

BY: \_\_\_\_\_  
PAUL MEYER, MAYOR

ATTEST:

\_\_\_\_\_  
V.H. MCDONALD, CITY CLERK/TREASURER

**CWSRF LOAN #128**

**CITY OF CASPER**

**APPENDIX B**

STATE OF WYOMING  
Office of State Lands and Investments  
AMORTIZED SCHEDULE CWSRF LOAN #128

TERM-OF-LOAN (YRS):	20	INSTALLMENT-AMOUNT:	\$3,434.22
1ST-INSTALL-DATE:	8-01-2014	LOAN AMOUNT:	\$274,737.87
INTEREST-RATE:	0.0%		

PAY#		Amount	Interest	Principal	Total Principal	Total Interest	Balance
1	1-Aug-2014	\$3,434.22	\$0.00	\$3,434.22	\$3,434.22	\$0.00	\$271,303.65
2	1-Nov-2014	\$3,434.22	\$0.00	\$3,434.22	\$6,868.44	\$0.00	\$267,869.43
3	1-Feb-2015	\$3,434.22	\$0.00	\$3,434.22	\$10,302.66	\$0.00	\$264,435.21
4	1-May-2015	\$3,434.22	\$0.00	\$3,434.22	\$13,736.88	\$0.00	\$261,000.99
5	1-Aug-2015	\$3,434.22	\$0.00	\$3,434.22	\$17,171.10	\$0.00	\$257,566.77
6	1-Nov-2015	\$3,434.22	\$0.00	\$3,434.22	\$20,605.32	\$0.00	\$254,132.55
7	1-Feb-2016	\$3,434.22	\$0.00	\$3,434.22	\$24,039.54	\$0.00	\$250,698.33
8	1-May-2016	\$3,434.22	\$0.00	\$3,434.22	\$27,473.76	\$0.00	\$247,264.11
9	1-Aug-2016	\$3,434.22	\$0.00	\$3,434.22	\$30,907.98	\$0.00	\$243,829.89
10	1-Nov-2016	\$3,434.22	\$0.00	\$3,434.22	\$34,342.20	\$0.00	\$240,395.67
11	1-Feb-2017	\$3,434.22	\$0.00	\$3,434.22	\$37,776.42	\$0.00	\$236,961.45
12	1-May-2017	\$3,434.22	\$0.00	\$3,434.22	\$41,210.64	\$0.00	\$233,527.23
13	1-Aug-2017	\$3,434.22	\$0.00	\$3,434.22	\$44,644.86	\$0.00	\$230,093.01
14	1-Nov-2017	\$3,434.22	\$0.00	\$3,434.22	\$48,079.08	\$0.00	\$226,658.79
15	1-Feb-2018	\$3,434.22	\$0.00	\$3,434.22	\$51,513.30	\$0.00	\$223,224.57
16	1-May-2018	\$3,434.22	\$0.00	\$3,434.22	\$54,947.52	\$0.00	\$219,790.35
17	1-Aug-2018	\$3,434.22	\$0.00	\$3,434.22	\$58,381.74	\$0.00	\$216,356.13
18	1-Nov-2018	\$3,434.22	\$0.00	\$3,434.22	\$61,815.96	\$0.00	\$212,921.91
19	1-Feb-2019	\$3,434.22	\$0.00	\$3,434.22	\$65,250.18	\$0.00	\$209,487.69
20	1-May-2019	\$3,434.22	\$0.00	\$3,434.22	\$68,684.40	\$0.00	\$206,053.47
21	1-Aug-2019	\$3,434.22	\$0.00	\$3,434.22	\$72,118.62	\$0.00	\$202,619.25
22	1-Nov-2019	\$3,434.22	\$0.00	\$3,434.22	\$75,552.84	\$0.00	\$199,185.03
23	1-Feb-2020	\$3,434.22	\$0.00	\$3,434.22	\$78,987.06	\$0.00	\$195,750.81
24	1-May-2020	\$3,434.22	\$0.00	\$3,434.22	\$82,421.28	\$0.00	\$192,316.59
25	1-Aug-2020	\$3,434.22	\$0.00	\$3,434.22	\$85,855.50	\$0.00	\$188,882.37
26	1-Nov-2020	\$3,434.22	\$0.00	\$3,434.22	\$89,289.72	\$0.00	\$185,448.15
27	1-Feb-2021	\$3,434.22	\$0.00	\$3,434.22	\$92,723.94	\$0.00	\$182,013.93
28	1-May-2021	\$3,434.22	\$0.00	\$3,434.22	\$96,158.16	\$0.00	\$178,579.71
29	1-Aug-2021	\$3,434.22	\$0.00	\$3,434.22	\$99,592.38	\$0.00	\$175,145.49
30	1-Nov-2021	\$3,434.22	\$0.00	\$3,434.22	\$103,026.60	\$0.00	\$171,711.27
31	1-Feb-2022	\$3,434.22	\$0.00	\$3,434.22	\$106,460.82	\$0.00	\$168,277.05
32	1-May-2022	\$3,434.22	\$0.00	\$3,434.22	\$109,895.04	\$0.00	\$164,842.83
33	1-Aug-2022	\$3,434.22	\$0.00	\$3,434.22	\$113,329.26	\$0.00	\$161,408.61
34	1-Nov-2022	\$3,434.22	\$0.00	\$3,434.22	\$116,763.48	\$0.00	\$157,974.39
35	1-Feb-2023	\$3,434.22	\$0.00	\$3,434.22	\$120,197.70	\$0.00	\$154,540.17
36	1-May-2023	\$3,434.22	\$0.00	\$3,434.22	\$123,631.92	\$0.00	\$151,105.95
37	1-Aug-2023	\$3,434.22	\$0.00	\$3,434.22	\$127,066.14	\$0.00	\$147,671.73
38	1-Nov-2023	\$3,434.22	\$0.00	\$3,434.22	\$130,500.36	\$0.00	\$144,237.51
39	1-Feb-2024	\$3,434.22	\$0.00	\$3,434.22	\$133,934.58	\$0.00	\$140,803.29
40	1-May-2024	\$3,434.22	\$0.00	\$3,434.22	\$137,368.80	\$0.00	\$137,369.07
41	1-Aug-2024	\$3,434.22	\$0.00	\$3,434.22	\$140,803.02	\$0.00	\$133,934.85
42	1-Nov-2024	\$3,434.22	\$0.00	\$3,434.22	\$144,237.24	\$0.00	\$130,500.63
43	1-Feb-2025	\$3,434.22	\$0.00	\$3,434.22	\$147,671.46	\$0.00	\$127,066.41
44	1-May-2025	\$3,434.22	\$0.00	\$3,434.22	\$151,105.68	\$0.00	\$123,632.19
45	1-Aug-2025	\$3,434.22	\$0.00	\$3,434.22	\$154,539.90	\$0.00	\$120,197.97
46	1-Nov-2025	\$3,434.22	\$0.00	\$3,434.22	\$157,974.12	\$0.00	\$116,763.75
47	1-Feb-2026	\$3,434.22	\$0.00	\$3,434.22	\$161,408.34	\$0.00	\$113,329.53
48	1-May-2026	\$3,434.22	\$0.00	\$3,434.22	\$164,842.56	\$0.00	\$109,895.31

CWSRF LOAN #128

CITY OF CASPER

APPENDIX B

STATE OF WYOMING  
Office of State Lands and Investments  
AMORTIZED SCHEDULE CWSRF LOAN #128

TERM-OF-LOAN (YRS):	20	INSTALLMENT-AMOUNT:	\$3,434.22
1ST-INSTALL-DATE:	8-01-2014	LOAN AMOUNT:	\$274,737.87
INTEREST-RATE:	0.0%		

PAY#		Amount	Interest	Principal	Total Principal	Total Interest	Balance
49	1-Aug-2026	\$3,434.22	\$0.00	\$3,434.22	\$168,276.78	\$0.00	\$106,461.09
50	1-Nov-2026	\$3,434.22	\$0.00	\$3,434.22	\$171,711.00	\$0.00	\$103,026.87
51	1-Feb-2027	\$3,434.22	\$0.00	\$3,434.22	\$175,145.22	\$0.00	\$99,592.65
52	1-May-2027	\$3,434.22	\$0.00	\$3,434.22	\$178,579.44	\$0.00	\$96,158.43
53	1-Aug-2027	\$3,434.22	\$0.00	\$3,434.22	\$182,013.66	\$0.00	\$92,724.21
54	1-Nov-2027	\$3,434.22	\$0.00	\$3,434.22	\$185,447.88	\$0.00	\$89,289.99
55	1-Feb-2028	\$3,434.22	\$0.00	\$3,434.22	\$188,882.10	\$0.00	\$85,855.77
56	1-May-2028	\$3,434.22	\$0.00	\$3,434.22	\$192,316.32	\$0.00	\$82,421.55
57	1-Aug-2028	\$3,434.22	\$0.00	\$3,434.22	\$195,750.54	\$0.00	\$78,987.33
58	1-Nov-2028	\$3,434.22	\$0.00	\$3,434.22	\$199,184.76	\$0.00	\$75,553.11
59	1-Feb-2029	\$3,434.22	\$0.00	\$3,434.22	\$202,618.98	\$0.00	\$72,118.89
60	1-May-2029	\$3,434.22	\$0.00	\$3,434.22	\$206,053.20	\$0.00	\$68,684.67
61	1-Aug-2029	\$3,434.22	\$0.00	\$3,434.22	\$209,487.42	\$0.00	\$65,250.45
62	1-Nov-2029	\$3,434.22	\$0.00	\$3,434.22	\$212,921.64	\$0.00	\$61,816.23
63	1-Feb-2030	\$3,434.22	\$0.00	\$3,434.22	\$216,355.86	\$0.00	\$58,382.01
64	1-May-2030	\$3,434.22	\$0.00	\$3,434.22	\$219,790.08	\$0.00	\$54,947.79
65	1-Aug-2030	\$3,434.22	\$0.00	\$3,434.22	\$223,224.30	\$0.00	\$51,513.57
66	1-Nov-2030	\$3,434.22	\$0.00	\$3,434.22	\$226,658.52	\$0.00	\$48,079.35
67	1-Feb-2031	\$3,434.22	\$0.00	\$3,434.22	\$230,092.74	\$0.00	\$44,645.13
68	1-May-2031	\$3,434.22	\$0.00	\$3,434.22	\$233,526.96	\$0.00	\$41,210.91
69	1-Aug-2031	\$3,434.22	\$0.00	\$3,434.22	\$236,961.18	\$0.00	\$37,776.69
70	1-Nov-2031	\$3,434.22	\$0.00	\$3,434.22	\$240,395.40	\$0.00	\$34,342.47
71	1-Feb-2032	\$3,434.22	\$0.00	\$3,434.22	\$243,829.62	\$0.00	\$30,908.25
72	1-May-2032	\$3,434.22	\$0.00	\$3,434.22	\$247,263.84	\$0.00	\$27,474.03
73	1-Aug-2032	\$3,434.22	\$0.00	\$3,434.22	\$250,698.06	\$0.00	\$24,039.81
74	1-Nov-2032	\$3,434.22	\$0.00	\$3,434.22	\$254,132.28	\$0.00	\$20,605.59
75	1-Feb-2033	\$3,434.22	\$0.00	\$3,434.22	\$257,566.50	\$0.00	\$17,171.37
76	1-May-2033	\$3,434.22	\$0.00	\$3,434.22	\$261,000.72	\$0.00	\$13,737.15
77	1-Aug-2033	\$3,434.22	\$0.00	\$3,434.22	\$264,434.94	\$0.00	\$10,302.93
78	1-Nov-2033	\$3,434.22	\$0.00	\$3,434.22	\$267,869.16	\$0.00	\$6,868.71
79	1-Feb-2034	\$3,434.22	\$0.00	\$3,434.22	\$271,303.38	\$0.00	\$3,434.49
80	1-May-2034	\$3,434.49	\$0.00	\$3,434.49	\$274,737.87	\$0.00	\$0.00

STATE OF WYOMING  
WYOMING STATE LOAN & INVESTMENT BOARD  
CHEYENNE, WYOMING

APPENDIX "A"

PROMISSORY NOTE

\$500,000.00

August 7, 2012

For value received the City of Casper, Natrona County, Wyoming, (hereinafter "City") promises to pay to the order of the Wyoming State Loan & Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of Five Hundred Thousand Dollars and No/100 (\$500,000.00) together with interest at a rate of zero percent (0%) per annum, in the manner and from the revenue as is more particularly set forth below. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed One Hundred Twenty-Five Thousand Dollars and No/100 (\$125,000.00).

Annual repayment of principal and interest shall begin not later than one (1) year after substantial completion or initiation of operation of the "project" whichever date occurs first, as set forth and described in the Loan Agreement of even date with this Promissory Note (hereinafter "Note"). Said Loan Agreement being incorporated herein at this point as if fully set forth.

Attached hereto is a preliminary amortization schedule of the principal and interest payments due from the City pursuant to this Note. Pursuant to the Loan Agreement, the Parties understand that the First Payment Due Date will be on or before a date which is one (1) year after substantial completion or initiation of operations of the "project" whichever date occurs first. Prior to the First Payment Due Date, the amount of principal forgiveness shall be applied to the Promissory Note amount and the Note and the amortization schedule shall be amended to reflect the amount of principal forgiveness. The amount of the first payment due under the Note will include accrued interest on disbursements. In the event the City does not borrow the entire sum of Five Hundred Thousand Dollars and No/100 (\$500,000.00), the Parties agree to amend the Note and amortization schedule to reflect the principal sum actually borrowed by the City with all of the other terms of

Note remaining the same.

All or any portion of the principal due on this Note may be prepaid at any time. The City shall have the right and privilege of making extra payments or pay the entire unpaid balance at any time without penalty. Extra payments shall be credited first to interest due and the balance to principal. Advance or extra payments on account of the principal shall not reduce the annual payments to be made but are to operate only to discharge the loan at an earlier date.

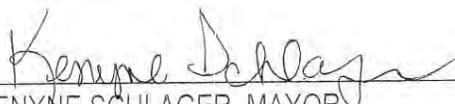
In the event the annual payment of principal and interest is not received on the specified due date of each year, the City will be in default, and the Board may proceed against the revenues assigned and pledged by the City pursuant to the loan Assignment and Pledge of Revenues as provided by law.

Failure to pay any installment or installments hereon when due shall entitle the holder hereof to declare the whole of the unpaid balance on this Note due and payable on demand.

The maker of this Note hereby accepts the conditions hereon and expressly waives presentment for payment and any claims presented pursuant to W.S. § 15-1-125, protest and notice of protest for nonpayment hereof and all defenses on the grounds of any extension of time of payment that may be given by the holder hereof.

In the event of suit to enforce payment of this Note for any installment, interest, or part thereof, the undersigned maker agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorney's fees and costs.

CITY OF CASPER

BY:   
KENYNE SCHLAGER, MAYOR

ATTEST:

  
V. H. MCDONALD, CITY CLERK/TREASURER

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: 307.777.7331  
Fax: 307.777.3524  
[slfmail@wyo.gov](mailto:slfmail@wyo.gov)



MATTHEW H. MEAD  
Governor

BRIDGET HILL  
Director

July 30, 2014

City of Casper  
Dave W. Hill, Public Utilities Manager  
200 North David Street  
Casper, WY 82601

RE: CWSRF Loan#128, WWTP Bio- Solids Composting Equipment

Dear Mr. Hill,

Thank you for the Certification of Completion letter determining the completion date of August 5, 2013. Please find enclosed an Amended Promissory Note and Loan Re-Amortization Schedule for the City of Casper's loan for signature.

Please complete the document where necessary, securing the appropriate signatures and date; make a copy for yourself and return the original Amended Promissory Note to: Rebecca Webb, Office of State Lands and Investments, Herschler Building, 3<sup>rd</sup> Floor West, 122 W. 25<sup>th</sup> Street, Cheyenne, Wyoming 82002-0600.

Enclosed is a payment notice for your first quarterly installment due August 1, 2014. I had also sent you a payment notice by e-mail on 7/29/2014. Please be aware that all repayments will be posted on the date they are received by our office. Future payment notices will be mailed to you approximately 45 days prior to the due date.

If you should have any questions, please give me a call at (307) 777-6046.

Sincerely,

Rebecca Webb  
Community Loan Officer

Enc: Amended Promissory Note  
Amortization Schedule  
Payment Notice-August 1, 2014

*EFFECTIVELY MANAGING NATURAL RESOURCES AND FUNDS FOR CURRENT AND FUTURE GENERATIONS*

RESOLUTION NO. 14-228

A RESOLUTION AUTHORIZING A LOAN AMENDMENT FOR THE STATE LOAN AND INVESTMENT BOARD LOAN CWSRF #128 FOR THE PURCHASE OF WASTEWATER TREATMENT PLANT BIOSOLIDS COMPOSTING EQUIPMENT.

WHEREAS, the Governing Body for the City of Casper desires to close an active loan with the State Revolving Fund program for the purchase of a Wastewater Treatment Plant Biosolids Composting Equipment (the "project"); and,

WHEREAS, the Governing Body for the City of Casper recognizes the need for this project to be closed; and,

WHEREAS, the Governing Body of the City of Casper, Wyoming through Resolution 12-205 dated August 7, 2012, executed a loan agreement with the State Loan and Investment Board for a \$500,000 Clean Water State Revolving Fund Loan for 20 years with 25% principal forgiveness; and,

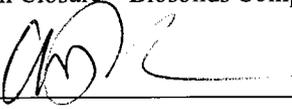
WHEREAS, the Governing Body for the City of Casper plans to repay the requested State Revolving Fund Loan from the following sources: 1) Wastewater Treatment Plant Fund user charges; 2) Collected Wastewater Treatment Plant system investment charges; and 3) Solid Waste Fund user charges; and,

WHEREAS, the State Loan and Investment Board requires the City to execute documents for the closure of this project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest the closure and loan amendment of CWSRF #128 with the State Loan and Investment Board for a \$274,737.87 loan from the Clean Water State Revolving Fund for the purchase of a Biosolids Composting Equipment.

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

APPROVED AS TO FORM:  
(SRF Loan Closure – Biosolids Composting Equipment)



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ATTEST

CITY OF CASPER, WYOMING  
A MUNICIPAL CORPORATION

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V. H. McDonald  
City Clerk

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Paul L. Meyer  
Mayor

August 25, 2014

MEMO TO: Paul L. Meyer, Mayor  
FROM: Tracey Belser, Human Resources Director   
SUBJECT: Cigna Health and Life Insurance Company (Cigna)

Recommendation:

That Council, by resolution, authorize a contract with Cigna Health and Life Insurance Company (Cigna) for services of third party administration (TPA) for the City of Casper's Health Plan.

Summary:

The City of Casper's Health Plan became self-funded in 1984 and retained a TPA for administration of services related to the Health Plan. Services provided by the TPA include; medical claims administration (receipt and payment), utilization review of claims/services, pharmacy benefits, and administration of the City's disease management program. Currently, CNIC Health Solutions, Inc. is the TPA for the City's Health Plan and has been since July 1, 2009.

In April 2014, a Request for Proposal (RFP) for third party administration of the City's self-funded health plan was initiated. There were eight proposals received. CNIC, HealthScope, and Cigna were selected to present their proposals on-site to the City's Health Plan Design Committee on May 7-8, 2014. The City's benefit consultants, GBS, facilitated the RFP and selection process. The Health Plan Design Committee's recommendation was to select Cigna as the City's TPA. This recommendation was presented at a Council work session on June 24, 2014 and Human Resources was given approval to proceed with a professional services agreement with Cigna.

Cigna was founded in 1982 and is the largest TPA in Wyoming. Cigna offers complete integration between wellness and disease management, re-insurance, pharmacy benefits, and the core component of processing, reviewing, and administering medical claims. Cigna also has high ratings in customer service.

With Council's approval, Cigna Health and Life Insurance Company will be the TPA for the City's Health Plan as of January 1, 2015.

A resolution has been prepared for Council's consideration.

**ADMINISTRATION SERVICE AGREEMENT**

Cigna Health and Life Insurance Company  
(herein "Cigna" or "TPA")

CITY OF CASPER, WYOMING  
a Wyoming municipal corporation  
(herein "Plan Sponsor" or "Owner" or  
"City")

Address of Cigna:  
8505 E. Orchard Road  
Greenwood Village, CO 80111

Address of Plan Sponsor:  
200 North David  
Casper, Wyoming  
Tax I.D. No.: 83-6000049

"Cigna," "TPA," "Plan Sponsor," and "Owner," may be collectively referred to herein as the "Parties."

Plan Sponsor maintains the Health Benefit Plan ("Plan") for the benefit of its eligible employees who are enrolled in the plan ("Enrolled Employee) and their eligible dependents. Enrolled Employees and their eligible dependents are collectively referred to herein as "Plan Participants."

Cigna is engaged in the business of performing employee benefit administration services. Plan Sponsor desires to have Cigna perform services in conjunction with the Plan under the attached Terms and Conditions. Cigna will be reimbursed for such Administration Services as set forth in the attached Terms and Conditions.

Plan Sponsor and Cigna agree to all Terms and Conditions, attached, along with the Exhibits described below, all of which are incorporated herein by this reference.

**This Agreement is dated and shall be effective on the date set forth below as the effective date.**

**APPROVED AS TO FORM:**

Wallace Fremont

**CIGNA HEALTH AND LIFE  
INSURANCE COMPANY**  
By [Signature]  
(signature)

**CITY OF CASPER, WYOMING**  
By \_\_\_\_\_  
Paul L. Meyer, Mayor

Title Contractual Agreement  
unit manager  
Date 8/25/2014

Title \_\_\_\_\_  
Date \_\_\_\_\_

**Effective Date: January 1, 2015**

**ATTACHMENTS:**

- Exhibit A: Schedule of Financial Charges/Services
- Exhibit B: HIPAA Notice
- Exhibit C: Business Associate Agreement and Cigna Health and Life Insurance Company Standard Business Associate Processes and Procedures
- Exhibit D: Claim Audit Agreement

## TERMS AND CONDITIONS

### 1. Services to be Performed by Cigna

A. **Description of Services.** Cigna shall perform administration services in conjunction with the Plan. These services are collectively referred to herein as “Administration Services.” The Administration Services to be performed by the Cigna shall be those set forth below. More specifically, Administrative Services are set forth in Exhibit A. To the extent that the Administrative Services set forth below are in conflict with those set forth in Exhibit A, Exhibit A governs. To the extent a separate fee is required for an Administration Service, as described in Exhibit A, and such service has not been chosen by the Plan Sponsor as a service to be provided, the service shall not be part of Administration Services. The Administration Services to be performed by the Cigna pursuant to this Agreement shall be ministerial only.

(1) Administration Services. Cigna will provide the following:

- (a) provide an automated computer system for the processing of Plan benefits (“Plan Benefits”) claims;
- (b) manual process claims for Plan Benefits when such claims cannot be processed automatically;
- (c) furnish standard administrative internal forms such as explanation of benefits forms, enrollment forms and claim forms;
- (d) coordinate with Plan Sponsor regarding the custom designing and printing of supplies and documents such as identification cards and plan booklets for Plan Participants;
- (e) provide a standard monthly premium and fee billing statement for the Plan;
- (f) provide customer service, including, but not limited to, answering phones, paying claims for covered benefits and providing Administrative Services as described in Exhibit A.
- (g) provide supportive documentation and analysis to Plan Sponsors Health Appeals Committee of denied claims that are under the second level appeals process.
- (h) assemble materials for an administrative review of denied claims;
- (i) provide, on a monthly basis, the following reports to Plan Sponsor: claims experience report, plan funding report, check register, specific analysis and other reports mutually agreed upon;
- (j) provide, on a weekly basis, the following reports to the Plan Sponsor: encrypted weekly check register and automated clearing house (ACH) payments from providers;
- (k) provide a flat file of the check register in accordance to the Plan Sponsors application specs.
- (l) assemble standard renewal documentation and standard financial analysis for renewals;
- (m) attend meetings with Plan Sponsor regarding Plan administration, as requested by the Plan Sponsor;

- (n) coordinate access to providers of health benefits included in the Plan;
  - (o) implement written instructions from Plan Sponsor regarding the Plan Sponsor's Plan Document as it may be amended from time to time, provided that the instructions are consistent and compatible with the Plan, the description of services to be performed by Cigna under this Agreement, and applicable law;
  - (p) process all claims for health benefits in accordance with terms of the Plan and directions of Plan Sponsor. Cigna shall prepare all checks or drafts for disbursements from the Plan with documentation to support these disbursements once Plan Sponsor provides sufficient funds for such claims.
  - (n) assist Plan Sponsor in the preparation and distribution of summary plan descriptions for the Plan required under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, if requested by Plan Sponsor.
  - (o) provide Plan Sponsor with the necessary data for ERISA reports and filings for submission by Plan Sponsor, if requested by Plan Sponsor.
- (2) Additional Services. Cigna will also provide, as part of Administration Services, the services described below and in Exhibit A if Plan Sponsor elects for Cigna to provide such services as described in Exhibit A and pays for such services. These services shall be referred to as "Additional Services" but shall be part of Administration Services. To the extent that the Administrative Services set forth below are in conflict with those set forth in Exhibit A, Exhibit A governs.
- (a) provide utilization review services. Exhibit A describes Cigna's utilization review services.
  - (b) provide Plan Sponsor access to Cigna's on-line information services.
  - (c) provide disease management services to Plan Sponsor as further described in Exhibit A.
  - (d) provide Plan Sponsor services for the run-out of claims, as applicable.
  - (e) assist Plan Sponsor with preparation Schedule A and C for form 5500 (excluding independent audit).

**B. Claim Administration Services**

- (1) While this Agreement is in effect, Cigna shall, consistent with, the claim administration policies and procedures then applicable to its own health care insurance business (i) receive and review claims for Plan Benefits; (ii) determine the Plan Benefits, if any, payable for such claims; (iii) disburse payments of Plan Benefits to claimants; and (iv) provide in the manner and within the time limits required by Applicable Law, notification to claimants of (a) the coverage determination or (b) any anticipated delay in making a coverage determination beyond the time required by Applicable Law.
- (2) Following (i) termination of this Agreement, except as a result of a breach by Plan or Plan Sponsor, if the required fees have been paid in full, if any, Cigna shall process Run-Out Claims for the applicable Run-Out Period (See Schedule of Financial Charges for applicable fees and Run-Out Period). At the termination of any applicable Run-Out Period, Cigna shall cease processing Run-Out Claims and, subject to the requirements of Sections 3.A and 3.C. make all relevant records in its possession relating to such claims reasonably available to Employer or Employer's designee. Cigna is not required to provide proprietary information to Employer or any other party.

- (3) All services identified in this Agreement shall be provided by Cigna on an exclusive basis unless otherwise agreed to in writing by Cigna.

**C. Limitation on Cigna's Obligations**

- (1) Cigna shall have no responsibility or obligation to take, or to provide for, action, legal or otherwise, against any employer, employees, providers, reinsurance carriers, insurance carriers, or other persons to enforce any provisions of the Plan.
- (2) Cigna shall not be responsible for the expense or cost of legal counsel, actuaries, consulting physicians or dentists, certified public accountants, investment counselors, investment analysts or similar type services (each a "Professional Consultant") for the Plan or Plan Sponsor. Cigna shall not be authorized to engage any Professional Consultant to be paid or reimbursed by Plan Sponsor without written consent of Plan Sponsor. If a Professional Consultant is engaged by Cigna at the request of Plan Sponsor, the Professional Consultant shall not be deemed the agent of Cigna, and Plan Sponsor shall be responsible for all costs and expenses of the Professional Consultant.
- (3) Cigna is not a Plan fiduciary, shall not have discretionary authority to exercise any control respecting management of any assets of the Plan, shall not have authority to exercise any control respecting management or disposition of the assets of the Plan, shall not render investment advice with respect to any assets of the Plan and shall not be responsible or obligated for the investment of any assets of the Plan. Notwithstanding the foregoing, Cigna shall handle the Plan Sponsor's funds in accordance with applicable law, consistent with generally accepted accounting practices and use commercially reasonable practices to prevent embezzlement, misapplication of funds, and the like.
- (4) Cigna shall not be liable for the failure of a re-insurer of the Plan to receive, process, or pay a claim under the terms of any reinsurance contract purchased by Plan Sponsor, including non-payment due to the terms of the reinsurance contract, billing, auditing, rebilling or re-pricing practices or procedures, or misconduct or error by a provider or provider network rendering services on behalf of the Plan.
- (5) Cigna shall not be liable to Plan Sponsor for the payment of any claims for benefits under the terms of the Plan including those claims that may otherwise have been eligible for reimbursement under any reinsurance policy or insured ancillary policy. Plan Sponsor shall be solely responsible for such payment. However, Cigna shall reimburse the Plan for payment of claims resulting from its failure, in the aggregate, to perform its duties with the degree of skill and judgment possessed by other third party administrators experienced in furnishing claim administration services to plans of similar size and characteristics of the Plan.
- (6) Cigna shall not be liable for any reinsurance or insurance premiums, network access fees, pharmacy benefit management fee or any similar or related amounts owed by the Plan for services, insurance or access provided by a third party. Plan Sponsor shall be solely responsible for such payment.
- (7) If Plan Sponsor directs Cigna in writing to pay a claim for Extra-Contractual Benefits, Plan Sponsor is responsible for funding the payment and such payments shall not be considered in determining reimbursements or payments under stop loss insurance or in determining any risk-sharing or performance guarantee reimbursements. Prior to payment of Extra-Contractual Benefits, the Plan Sponsor and Cigna shall enter into a mutually satisfactory Extra-Contractual Benefit payment agreement, specific to the enrollee at issue.

- (8) Plan Sponsor shall reimburse Cigna for any amounts Cigna may be required to pay (i) as state premium tax or any similar Plan-related tax, charge, surcharge or assessment, or (ii) under any unclaimed or abandoned property, or escheat law, with respect to Plan Benefits and any penalties and/or interest thereon.

## 2. Obligations of Plan Sponsor

### A. Funding and Payment of Claims

- (1) Plan Sponsor shall establish a Bank Account in its name and tax ID number, and maintain in the Bank Account an amount sufficient at all times to fund checks written on it for the following (collectively “**Bank Account Payments**”): (i) Plan Benefits; (ii) those charges and fees identified in the Exhibit A as payable through the Bank Account and (iii) any sales or use taxes, or any similar benefit- or Plan-related charge or assessment however denominated, which may be imposed by any governmental authority. Bank Account Payments may include without limitation: (i) capitated (i.e. fixed per Member) and pay-for-performance incentive payments to Participating Providers; (ii) amounts owed to Cigna; and (iii) amounts paid to Cigna’s affiliates and/or subcontractors for, among other things, network access or in- and out-of network health care services/products provided to Members. Cigna may credit the Bank Account with payments due Plan Sponsor under a stop loss policy issued by Cigna or an affiliate.
- (2) Cigna, as agent for the Plan Sponsor, shall make Bank Account Payments from the Bank Account, in the amount Cigna reasonably determines to be proper under the Plan and/or under this Agreement.
- (3) In the event that sufficient funds are not available in the Bank Account to pay all Bank Account Payments when due, Cigna shall cease to process claims for Plan Benefits including Run-Out Claims.
- (4) Cigna will promptly adjust any underpayment of Plan Benefits by drawing additional funds due the claimant from the Bank Account. In the event Cigna overpays a claim for Plan Benefits or pays Plan Benefits to the wrong party, it shall take all reasonable steps to recover the overpayment; Cigna shall not be responsible for reimbursing any unrecovered payments of Plan Benefits that are the result of mistakes of judgment or other actions taken in good faith.
- (5) However, Cigna shall reimburse the Plan for overpayments resulting from its failure, in the aggregate, to perform its duties with the degree of skill and judgment possessed by other third party administrators experienced in furnishing claim administration services to plans of similar size and characteristics of the Plan.
- (6) Plan Sponsor shall promptly reimburse Cigna for any Bank Account Payments paid by Cigna with its own funds on Plan Sponsor’s behalf and no such payment by Cigna shall be construed as an assumption of any of Plan Sponsor’s liability.
- (7) Following termination of this Agreement, Plan Sponsor shall remain liable for payment of all due Bank Account Payments and for all reimbursements due Plan Participants under the Plan.

### B. Charges

- (1) Charges. Cigna shall provide to Plan Sponsor a monthly statement by the 19<sup>th</sup> day of each month, of all charges Plan Sponsor is obligated to pay under this Agreement that are not paid as Bank Account Payments. Payment of all billed charges shall be due on the first day of the month, as indicated on the monthly statement. Payments received after the last day of the month in which they are due, shall be subject to late payment charges, from the due date at a rate calculated As specified in WY statute subsection 16-6-602.

- (2) Member Changes – Additions and Terminations. If a Member's effective date is on or before the fifteenth (15th) day of the month, full charges applicable to that Member shall be due for that Member for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Member, no charges shall be due for that Member for that month.
- (3) Retroactive Member Changes and Terminations. Plan Sponsor shall remain responsible for all charges and Bank Account Payments incurred or charged through the date Cigna processed Plan Sponsor's notice of a retroactive change or termination of Membership. However, if the change or termination would result in a reduction in charges, Cigna shall credit to Plan Sponsor the reduction in charges charged for the shorter of (a) the sixty (60) day period preceding the date Cigna processes the notice, or (b) the period from the date of the change or termination to the date Cigna processes the notice.

**C. Payments for Claims, Funding of the Plan.**

- (1) Plan Sponsor shall have the sole responsibility and obligation for funding the Plan unless otherwise provided in the Plan. Any amounts paid by Plan Sponsor into accounts held in the name of Plan Sponsor or Cigna for payment of claims, or any obligation of Plan Sponsor and for which Cigna may initiate payment on behalf of Plan Sponsor, shall not be considered Plan assets, but instead shall be general funds of Plan Sponsor.
- (2) Cigna shall have no responsibility, risk, liability, or obligation for the funding of the Plan or for the payment of the debts, liabilities, or obligations of Plan Sponsor or the Plan, except its duty to make timely payments under the terms of this contract from Plan Sponsor's funds when the Plan is timely funded by the Plan Sponsor.
- (3) Cigna shall provide a listing to Plan Sponsor of claims, premiums and/or fees processed and requiring payment.
- (4) Plan Sponsor must provide for timely funding of such claims, premiums and/or fees, for which payment is due, within five (5) business days of receipt of the listing from Cigna.
- (5) Plan Sponsor understands that if claims, premiums and/or fees are not funded on a timely basis, the Plan may lose contractual discounts, claims may not be eligible for reimbursement under reinsurance contracts, prescription drug card coverage may be suspended or terminated.
- (6) Plan Sponsor further understands and acknowledges that continued failure to fund check runs on a timely basis may result in penalties being assessed by applicable regulatory agencies and termination of this Agreement.

**D. Plan Sponsor's Bank Account.**

- (1) Cigna will accept accountability for fraudulent payments made from the account only to the extent that such payments were caused by gross misconduct or fraudulent acts of Cigna. As examples, and not as limitations, Cigna would be responsible for the misuse of bank information or the City's confidential information or for fraudulent or other unauthorized electronic transfers of City funds by Cigna employees. Checks printed but not released shall remain the property of Cigna unless Cigna, at its sole discretion, chooses to deliver such checks to Plan Sponsor.

## **E. Enrollment and Determination of Eligibility**

- (1) Eligibility Determinations and Information. Plan Sponsor is responsible for administering Plan enrollment. In determining any person's right to benefits under the Plan, Cigna shall rely upon enrollment and eligibility information provided by the Plan Sponsor. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly to Cigna in a format and with such other information as reasonably may be required by Cigna for the proper administration of the Plan.
- (2) Release of Liability. Notwithstanding any inconsistent provision of this Agreement to the contrary, if Plan Sponsor, fails to provide Cigna with accurate enrollment and eligibility information, benefit design requirements, or other agreed-upon information, Cigna shall have no liability under this Agreement for any act or omission by Cigna, or its employees, affiliates, subcontractors, agents or representatives, directly or indirectly caused by such failure.
- (3) Reconciliation of Eligibility and Information and Default Terminations. Cigna will, when needed, share potential discrepancies in eligibility information with Plan Sponsor. Plan Sponsor will review and reconcile any discrepancies within thirty (30) days of receipt. If Plan Sponsor fails to timely do so, Cigna may terminate coverage for any Plan Sponsor not listed as eligible in Plan Sponsor's submitted eligibility information.

This Section shall survive termination of this Agreement

## **3. Confidentiality of Records/Proprietary Information**

- A.** Cigna and Plan Sponsor shall maintain the confidentiality of information regarding Plan Participants in accordance with applicable law. Plan Sponsor is responsible for implementing the personal protections and administrative safeguards required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including, but not limited to, maintenance of confidentiality of Protected Health Information ("PHI"). If requested by Plan Sponsor, Cigna will provide Plan Sponsor with assistance with regard to Plan Sponsor's obligations for provision of a notice to Plan Participants regarding its use and disclosure of PHI in the form of attached Exhibit B. Exhibit B describes the privacy practices used by Cigna. HIPAA regulations also require Plan Sponsor to enter into a "Business Associate Agreement" with Cigna regarding the use and disclosure of PHI. By execution of this agreement, Plan Sponsor and Cigna agree to all terms of Exhibit C which is a Business Associate Agreement between Cigna and Plan Sponsor. By execution of this Agreement Plan Sponsor authorizes Cigna to enter into Business Associate Agreements on its behalf, or confidentiality agreements that are within the scope of Cigna's Business Associate Agreement with Plan Sponsor, as may be required for purposes of administration of the Plan, including but not limited to administration of pharmacy benefits. Exhibits B and C by this reference are made a part of this Agreement.
- B.** Plan Sponsor and Cigna have made available and will continue throughout the term of this Agreement to make available to the other party confidential materials and information relating to the business, policies, procedures, customs and forms of each party ("Proprietary Information"). Subject to Wyoming Statute 16-4-203 concerning public records, each party shall maintain the confidentiality of the other's Proprietary Information and shall not disclose such Proprietary Information without the written consent of the other party and shall not use the Proprietary Information of the other party except in connection with providing services in accordance with this Agreement. As an example, and not as a limitation, Cigna shall consider the banking information and authorizations of the Plan Sponsor as Proprietary Information, and shall protect it from disclosure, except in connection with providing Administration Services in accordance with this Agreement.

- C. If Plan Sponsor designates a third party (“Designee”) to obtain confidential claim and Plan benefit payment information (“Confidential Information”), subject to the requirements of applicable law, the terms of this Agreement and the Business Associate Agreement in Exhibit C, a signed Business Associate agreement between Plan Sponsor and Designee, and a signed confidentiality agreement by the Designee, Cigna shall release copies of Confidential Information in Cigna’s claims system and may release copies of Proprietary Information relating to the Plan in Cigna’s claims system to the Designee.
- D. Should any party receive a request to produce confidential or Proprietary Information, and/or be compelled to produce confidential or Proprietary Information pursuant to a legally-binding directive from a court of law, administrative order, or taxing institution, such party shall immediately notify the other party in writing to allow that party to timely oppose the production of confidential or Proprietary Information.

**4. Term and Termination**

- A. **Term and Opt-Out.** This Agreement shall be effective as of the effective date set forth on the signature page of this Agreement and shall continue in full force and effect for an initial term of one year and will automatically, renew for two additional, subsequent one-year terms unless terminated in accordance with the provisions of this Agreement. The first year of this Agreement shall be considered the “initial term” and each subsequent 12-month period shall be considered a “subsequent term.” Either party, however, may opt-out of any subsequent term of this Agreement, with or without cause, by giving at least one hundred twenty (120) days prior written notice of its intent to do so to the other Party.
- B. **Termination.** This Agreement may be terminated by either party upon the occurrence of any one of the following:
  - (1) If legally permissible, commencement by a party of a voluntary case under Title 11 of the United States Code, as from time to time in effect ("Title 11"), the filing against a party of a petition commencing an involuntary case under Title 11, the application by a party for relief as a debtor under any applicable law of any jurisdiction related to the liquidation or reorganization of debtors, the entering against a party of an order by a court of competent jurisdiction finding it bankrupt or insolvent, ordering or approving its liquidation, reorganization, or any modification of the rights of its creditors, or assuming custody of or appointing a receiver or trustee for all or a substantial portion of its property, the making by a party of an assignment for the benefit of its creditors, the sale by a party of all or substantially all of its assets, or the failure by a party to operate its business in the ordinary course.
  - (2) Except as set forth in (3) below, any default by the other party which continues uncured for sixty (60) days after thirty (30) days prior written notice from the non-defaulting party in the case of any other material breach and the breach was not cured.
  - (3) Plan Sponsor fails to fund the Bank Account as required by this Agreement or fails to pay Cigna any charges identified in this Agreement when due provided Cigna notifies Plan Sponsor of its election to terminate.
  - (4) The effective date of any applicable law or governmental action which prohibits performance of the activities required by this Agreement.
  - (5) Any other date mutually agreed upon by the Parties.

(6) Upon termination, Cigna will have no further responsibility or obligation hereunder, except as required by Section V. D. of the Business Associate Agreement regarding protected health information (PHI), as set forth in.

**C. Transfer of Data Upon Termination.** Upon termination of this Agreement and subject to the provisions of Section 3.A above, CHLIC shall make information available, to the extent administratively feasible, if the Parties agree upon a reasonable charge to be paid by Employer. However, if Plan Sponsor has not fully paid Cigna for Administration Services completed, and if Cigna is not in breach of this Agreement, then Cigna shall have no obligation to release the data to Plan Sponsor until all obligations of Plan Sponsor to Cigna have been met. If this Agreement is terminated, Cigna shall deliver to Plan Sponsor the information on all claim histories for the two (2) years preceding the termination date, provided Plan Sponsor gives written direction to Cigna to make the transfer. The transfer shall occur at a mutually agreeable time, but not to exceed one month from the date of notice of the termination of this Agreement. The claim histories will be provided on the standard format when available. Cigna shall be entitled to retain copies of the records at its own expense.

## 5. General Provisions

**A. Independent Contractor.** Cigna shall be considered an independent contractor at all times under the terms of this Agreement. The relationship of the parties is contractual only, and the respective rights and obligations of the parties are set out exclusively in this Agreement. Neither Cigna nor Plan Sponsor shall be liable for the debts or obligations of the other, nor shall either party be entitled to share in the profits of the other. Nothing in this Agreement or in the independent contractor relationship created hereby is intended to be construed as establishing a partnership, joint venture, or other business relationship aside from an independent contractor's relationship. This Agreement is intended only to benefit the parties hereto. Nothing in this Agreement is intended to create any third party beneficiaries.

**B. Relationship to Plan.** Cigna is not 1) affiliated with Plan Sponsor or any other employer who has employees covered by the Plan; 2) a Plan trustee (other than a non-discretionary trustee who does not render investment advice concerning Plan assets); 3) a named Plan administrator; or 4) a named Plan fiduciary or other fiduciary who is expressly authorized in writing to manage, acquire, or dispose of Plan assets on a discretionary basis. Notwithstanding the foregoing, Cigna shall handle the Plan Sponsor's funds in accordance with applicable law, consistent with generally accepted accounting practices and use commercially reasonable practices to prevent embezzlement, misapplication of funds, and the like.

**C. Cigna Handling of Plan Sponsor's Funds.** Notwithstanding the foregoing, Cigna shall handle the Plan Sponsor's funds in accordance with applicable law, consistent with generally accepted accounting practices and use commercially reasonable practices to prevent embezzlement, misapplication of funds, and the like.

**D. Reliance.** Cigna shall be entitled to rely upon written notices or instructions given by Plan Sponsor's Human Resources Director or her designee to Cigna.

**E. Mutual Indemnification.** Cigna and Plan Sponsor agree to defend, protect, and hold harmless each party's officers, directors, shareholders, employees, agents, contractors, representatives, counsel and affiliates, and their respective heirs, successors and assigns, from and against any and all controversies, claims, demands, rights, causes of action, liens, remedies, obligations, duties, damages, costs, losses, expenses, attorney's fees, debts and liabilities (collectively, the "Claims") asserted by third parties which arise out of gross negligent or intentional tortious conduct, bad faith breach by the other party, or the other party's failure to comply with any of its representations, warranties, agreements or covenants under this Agreement, whether any or all of such Claims are, at the present time, liquidated or un-liquidated, known or unknown, foreseen or unforeseen, concealed or hidden, suspected or unsuspected, or statutory, at law or in equity. The fact that a third-party (including a Plan Participant) alleges negligence,

misrepresentation or a breach of any term of a Plan or this Agreement does not trigger either party's defense or indemnification obligation. Notwithstanding the foregoing, the Parties agree and understand that the Plan Sponsor is not waiving any rights, immunities and defenses that it has pursuant to the Wyoming Governmental Claims Act, including all limitations of liability stated therein.

- F. Other Applicable Agreements.** The Plan, by this reference, is incorporated into and made a part of this Agreement. A "Plan Booklet" that describes the Plan Benefits and Plan Participants' rights and responsibilities under the Plan will be provided by Plan Sponsor to Cigna for its use in administering the Plan including denials and appeals of denials of claims for Plan Benefits. If Plan Sponsor has not provided Cigna with a copy of its finalized Plan Booklet by the time this Agreement is effective, Cigna will administer the Plan in accordance with (i) the terms of coverage described in the Plan Booklet draft provided by Cigna to Plan Sponsor and, (ii) the medical management and claims administration policies and procedures and/or practices then applicable to its own health insurance business. Cigna will continue to administer the Plan in this manner until Cigna receives the finalized Plan Booklet and follows Cigna's preparation and review process. After that time Cigna will use the finalized Plan Booklet to administer the Plan.
- G. Assignments.** This Agreement may not be assigned or delegated by either party without the prior written consent of the other party. Cigna, however, may assign any right, interest, or obligation under this Agreement, upon written notice thereof to the Plan Sponsor, to its affiliates and/or subcontract specific obligations under this Agreement provided that Cigna shall not be relieved of its obligations under this Agreement when doing so.
- H. Governing Law/Severability/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remainder of this Agreement shall continue in full force and effect. Cigna shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments in performing any of the Administration Services set forth in this Contract. Any disputes arising from this Agreement shall be brought in a court of competent jurisdiction in Natrona County, Wyoming.
- I. Entire Agreement; Integration; Waiver.** This Agreement and attached exhibits constitute the entire understanding and agreement among the parties relative to the matters contained herein and supersedes all prior negotiations or agreements with regard thereto, whether written or oral. No provision of this Agreement may be waived except by an agreement in writing signed by all of the parties hereto. A waiver of any term or provision shall not be construed as a waiver of any other term or provision or the right to insist on future compliance with all terms and provisions of this Agreement.
- J. Amendment.** This Agreement may only be amended or altered by written instrument executed by all of the parties to this Agreement. Notwithstanding the foregoing, Cigna may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations. However, the Parties shall negotiate and execute an amendment to this Agreement for any adjustment in fees that may be necessary to recoup costs of compliance with changes in federal or state or local laws or regulations within (30) days of notice of amendment from Cigna that a fee adjustment is necessary. Any such unilateral amendment shall become effective on the date stated in the notice of amendment provided that such date is thirty (30) days following Cigna's notice to Plan Sponsor of the amendment, except that the amendment may become effective on an earlier date if: any applicable state or federal law or regulation that was the basis of the amendment requires a specific date of compliance, which date is less than thirty (30) days following Cigna's notice. If the Parties cannot agree to an adjustment in fees after negotiation, this Agreement may be terminated by either Party by giving at least one hundred twenty (120) days prior written notice of intent to do so to the other Party.

- K. Charges Term and Revisions.** The pricing included in this agreement shall remain in full force and effect without changes for three (3) years from the effective date of the agreement. However, Cigna shall have the right to revise the charges identified in this Agreement, (i) upon any material modification or amendment of the benefits under the Plan, (ii) upon any variation of fifteen percent (15%) or more in the number of Plan Participants used by Cigna to calculate its charges under this Agreement, and/or (v) upon change in law or regulation that materially impacts Cigna's liabilities and/or responsibilities under this Agreement.
- L. Modification or Amendment of Plan.** Plan Sponsor shall provide Cigna written notice of any modification or amendment to the Plan sufficiently in advance of any such change as to allow Cigna to implement the modification or amendment. Plan Sponsor and Cigna shall agree upon the manner and timing of the implementation subject to Cigna's system and operational capabilities
- M. Further Acts.** Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intent and purposes of this Agreement.
- N. Force Majeure.** The Parties shall be excused from performance hereunder for any period either party is prevented from performing any services pursuant hereto, in whole or in part, as a result of an act of God, war, civil disturbance, court order, labor dispute or strike, fire, the inability to obtain equipment, goods, or services from the usual sources of supply, and other causes beyond the party's reasonable control, including shortages or fluctuations in electrical power, heat, light, air-conditioning, and such non-performance shall not be grounds for termination or default.
- O. Representation and Warranties of Plan Sponsor and Cigna.** Plan Sponsor and Cigna hereby represent and warrant to the other that: they have the power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and to perform all of their obligations hereunder; that the execution, delivery, and performance of this Agreement has been duly authorized; that this Agreement constitutes a valid, legal, and binding obligation; and that their execution, delivery, and performance under this Agreement will not result in a breach or violation of or constitute a default under any agreement, lease, or instrument through which it is a party or by which it may be bound or affected.
- P. Liability.** Cigna's total aggregate liability for any claims arising out of or related to this Agreement shall in no event exceed fifty percent (50%) of the total amount paid by Plan Sponsor to Cigna for Administration Services in the first year term of this Agreement. However, the 50% total aggregate liability limit shall not apply to any misconduct or fraudulent acts of Cigna. Plan Sponsor agrees that it will not and may not assert any cause of action against Cigna based on actions or omissions that occurred more than one year prior to the time that the cause of action is asserted, regardless of the date that Plan Sponsor asserts it discovered the alleged error or omission, unless the action is based upon the misconduct or fraudulent acts of Cigna.
- Q. Notices.** Whenever required hereunder, notices shall be deemed sufficiently given if made in writing, upon mailing, United States Mail, postage prepaid, certified mail, return receipt requested, to the addresses of the parties set forth on the signature page of this Agreement. The address to which notices are given may be changed by notice of change of address given in the method and manner provided herein.

- R. Claim Audit.** Plan Sponsor may, in accordance with the following requirements and at no additional charge while this Agreement is in effect, audit Cigna's payment of Plan Benefits.

Plan Sponsor shall provide Cigna forty-five (45) days advance written request for audit from the later of (i) receipt by Cigna of the audit scope letter or (ii) the fully executed Claim Audit Agreement attached hereto as Exhibit D. Plan Sponsor will designate with Cigna's consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the "**Auditor**"). In addition, Plan Sponsor and Cigna will agree upon the date for the audit during regular business hours at Cigna's office(s). Plan Sponsor shall be responsible for its Auditor's costs. Except as otherwise agreed to by the Parties in writing prior to the commencement of the audit, the audit shall be conducted in accordance with the terms of the Claim Audit Agreement attached hereto as Exhibit D, which is hereby agreed to by Plan Sponsor and which shall be signed by the Auditor prior to the start of the audit.

Plan Sponsor may conduct one audit every two (2) plan years (but not within eighteen (18) months of a prior audit).

Auditor will review payment documents relating to a random, statistically valid sample of two-hundred twenty-five (225) claims paid during the two prior plan years and not previously audited (the "**Audit**") subject to any contrary terms in participating provider agreements. With respect to the Audit, the scope may include types of claims prone to overpayments provided the types of claims prone to underpayments are equally included and will exclude electronic analysis. Any claim adjustments will be based upon the actual claims reviewed and not upon statistical projections or extrapolations.

- S. Wyoming Governmental Claims Act.** The Plan Sponsor 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 Plan Sponsor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- T. Changes.** The Plan Sponsor may, from time to time, request changes in the scope of the Administration Services of Cigna to be performed hereunder. Such changes, including any increase or decrease in the amount of Cigna's compensation, which are mutually agreed upon between the Plan Sponsor and Cigna, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Cigna's compensation, as set forth above, unless approved by municipal resolution adopted by Plan Sponsor.
- U. Equal Employment Opportunity.** In carrying out the program, Cigna shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Cigna shall take affirmative action to ensure 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. Consistent with law applicable to Cigna, Cigna shall post in conspicuous places, available to employees and applicants for employment, notices affirming Cigna's obligations of equal employment opportunity. Cigna shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

**V. Owner of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, and reports prepared by Cigna for the Plan Sponsor pursuant to the scope of the services under this Contract shall be considered the property of the Plan Sponsor, and upon termination of this Contract, such will be turned over to the Plan Sponsor, in a format useable by the Plan Sponsor, upon Plan Sponsor's request, provided that, in any case, Cigna may, at no additional expense to the Plan Sponsor, make and retain such additional copies thereof as Cigna desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, or other reports retained by Cigna be released to any person, agency, corporation, or organization without the written consent of the Plan Sponsor.

Excluded from this section are any proprietary methods used by Cigna in the conduct of the Administration Services. Plan Sponsor will have a nontransferable license for the use of any such methodology only during the term of this Contract. Said license shall grant use of the methodology to the Plan Sponsor, but ownership of the methodology will remain with Cigna. Further, Cigna may retain and use all Plan-related claim and Plan Benefit payment information recorded for or otherwise integrated into Cigna's business records including claim processing systems during the ordinary course of business (provided, however, that claim or payment information will be available to Plan Sponsor as set forth in this Agreement). Cigna will retain claim and payment information as required by applicable law.

**W. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by Cigna under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by Cigna without the prior written consent of the Plan Sponsor. Notwithstanding the foregoing, Plan Sponsor agrees that its "group health plan" that Cigna will administer under the Contract is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, as amended, and the accompanying Privacy and Security Rules promulgated pursuant thereto (collectively, "HIPAA"), and that the Plan Sponsor will enter into a "business associate" agreement with Cigna to ensure that Cigna may use and disclose "protected health information" consistent with HIPAA and the "business associate agreement" without Plan Sponsor's prior written consent.

**X. Personnel.** Cigna represents that it has, or will secure, all personnel required in performing the Administration Services under this Contract. Such personnel shall not be employees of the Plan Sponsor. All of the Administration Services required hereunder shall be performed by Cigna, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Cigna shall be employed in conformity with applicable State or Federal laws.

**Y. Insurance.** Prior to commencement of work, Cigna shall procure and at all times thereafter maintain with insurer acceptable to Plan Sponsor the following minimum insurance protecting Cigna against liability from damages because of injuries, including death, suffered by persons, including employees of the Plan Sponsor, and liability from damages to property arising from and growing out of Cigna'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 per occurrence and aggregate
C.	Professional Liability/Errors & Omissions	\$500,000 each claim/ aggregate

Cigna shall provide Plan Sponsor with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Cigna shall include the Plan Sponsor as an additional insured under its Comprehensive General Liability insurance policy via a blanket additional insured endorsement.

In addition, Cigna shall provide Plan Sponsor with copies of policy endorsements listing the Plan Sponsor as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect Plan Sponsor's or Cigna's obligations hereunder

**Z. Intent.** Cigna represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the Parties hereto that Cigna shall perform all of the Administration Services to be provided hereunder for the compensation set forth hereinabove. Cigna also agrees that it is the specific intent of the Parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Plan Sponsor by municipal resolution of its governing body. Cigna agrees that it has made a careful examination of the Administration Services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the Administration Services to be rendered under the terms of this Contract.

**AA. Resolution of Disputes.** The following dispute resolution procedures are not mandatory and are not the exclusive means to settle any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("**Controversy**"). The following serve only as guidelines for dispute resolution of any Controversy. If the Parties utilize arbitration as a means to settle a Controversy, such arbitration will be binding and neither Party will have the right to seek to resolve the Controversy through other dispute resolution means. :

- a. If elected by the Parties, a Controversy shall first be referred to an executive level employee of each Party who shall meet and confer with his/her counterpart to attempt to resolve the dispute ("**Executive Review**") as follows: The disputing Party shall give the other Party written notice of the Controversy and request Executive Review. Within twenty (20) days of such written request, the receiving Party shall respond to the other in writing. The notice and the response shall each include a summary of and support for the Party's position. Within thirty (30) days of the request for Executive Review, an employee of each Party, with full authority to resolve the dispute, shall meet and attempt to resolve the dispute.
- b. If the Controversy has not been resolved within thirty-five (35) calendar days of the request of Executive Review under Section 12.a, above and the Parties elect to mediate, the Parties agree to mediate the Controversy in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation ("**Mediation**"). The mediation shall be conducted in Casper, Wyoming. Each Party shall assume its own costs and attorneys' fees. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties.

- c. If the Controversy has not been resolved by Executive Review or Mediation and the Parties elect to arbitrate, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 12.b. above, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitration shall be binding on the Parties to this Agreement and on any respective affiliates which joined in the arbitration. The arbitrator's decision shall be final, conclusive and binding, and no action at law or in equity may be instituted by either Party other than to enforce the arbitrator's award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees. The arbitrator's compensation and expenses and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties.

This Section shall survive termination of this Agreement.

**BB. Identifying Information and Internet Usage.** Except, as necessary in the performance of their duties under this Agreement, neither Party may use the other's name, logo, service marks, trademarks or other identifying information. Cigna acknowledges and agrees that the Plan Sponsor may establish a link to Cigna's website for the purpose of guiding its employees to Cigna's website for services provided under this agreement.

**EXHIBIT A**

**Schedule of Financial Charges and Services**

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with the Administrative Services Agreement.

<b>MEDICAL ADMINISTRATION CHARGES</b>		
<b>Product</b>	<b>Description</b>	<b>Charge</b>
Medical	<ul style="list-style-type: none"> <li>Open Access Plus (OAP) Administrative Charge</li> </ul>	<p><b>\$19.19/employee/month for 1.1.15- 12.31.15</b></p> <p><b>\$19.57/employee/month for 1.1.16- 12.31.16</b></p> <p><b>\$19.96/employee/month for 1.1.17- 12.31.17</b></p>
<b>MEDICAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OPTIONAL PROGRAM FEE</b>		
<b>Product</b>	<b>Description</b>	<b>Charge</b>
Medical	<ul style="list-style-type: none"> <li>OAP Access Fee</li> </ul>	<p><b>\$5.00/employee/month for 1.1.15- 12.31.15</b></p> <p><b>\$5.10/employee/month for 1.1.16- 12.31.16</b></p> <p><b>\$5.20/employee/month for 1.1.17- 12.31.17</b></p>

Medical	<ul style="list-style-type: none"> <li>Third Party Stop Loss Interface Fee (PEPM)- to be waived if Cigna becomes the stop loss vendor.</li> </ul>	<b>\$0.95</b>
Medical	<ul style="list-style-type: none"> <li>Total Fees (OAP administrative fee + OAP Access Fee + Third Party Stop Loss Interface Fee as notated above)</li> </ul>	<b>\$25.14/employee/month for 1.1.15- 12.31.15</b>  <b>\$25.62/employee/month for 1.1.16- 12.31.16</b>  <b>\$26.11/employee/month for 1.1.17- 12.31.17</b>
<b>ADDITIONAL FEES</b>		
Medical	<ul style="list-style-type: none"> <li>OAP PHS + Utilization Management</li> </ul>	<b>Fees waived for 1.1.15- 12.31.17</b>

**CIGNA PHARMACY BENEFIT MANAGEMENT SERVICES CHARGES AND RELATED PROVISIONS**

**Definitions**

- “Average Wholesale Price” or “AWP” is the Average Wholesale Price for a given pharmaceutical product in effect on the dispense date for the actual package size dispensed as published by Medi-Span or other alternative publication or benchmark reasonably designated by CHLIC.
- “Brand Drug Claim” is a claim for a pharmaceutical product that is adjudicated as a brand drug as indicated on the claim record generated by the claim processing system used by CHLIC. For application of discounts and dispensing fees, a “Brand Drug Claim” includes a claim for a generic drug within its exclusivity period or other period of limited competition, as CHLIC reasonably determines under its standard policies.
- “Generic Drug Claim” is a claim for a pharmaceutical product that is adjudicated as a generic drug as indicated on the claim record generated by the claim processing system used by CHLIC. For application of discounts and dispensing fees, a “Generic Drug Claim” excludes a claim for a generic drug within its exclusivity period or other period of limited competition, as CHLIC reasonably determines under its standard policies.
- “Mail Service Pharmacy” or “Cigna Tel-Drug” or “Cigna Home Delivery Pharmacy” is a pharmacy that is owned or operated by CHLIC or an affiliated company(ies) (currently, Tel-Drug, Inc. and Tel-Drug of Pennsylvania, LLC), which dispenses drugs covered under the Plan’s Pharmacy Benefit by mail, and is not a Retail Pharmacy.
- “Pharmacy Benefit” means the terms of the Plan that govern coverage and care/utilization management of drugs and related supplies dispensed to Members and charged to the Plan by the Mail Service Pharmacy or Retail Pharmacies through CHLIC’s pharmacy claim processing system.
- “Rebates” or “Manufacturer Formulary Payments” means amounts that CHLIC collects under contracts with drug manufacturers that are based on utilization of certain of the manufacturers’ brand drugs under the Plan’s Pharmacy Benefit and the drug’s status on the Cigna drug formulary.
- “Retail Pharmacy” is a pharmacy that is entitled to payment under the Plan for drugs it dispenses that are covered under the Plan’s Pharmacy Benefit, and is not a Mail Service Pharmacy.
- “Specialty Drug Claim” is a claim for a pharmaceutical product that is reasonably determined by CHLIC to be a specialty drug in accordance with industry practice. Specialty drugs generally are (i) injected or infused and derived from living cells, or are oral non-protein compounds (e.g., oral chemotherapy drugs); (ii) target the underlying condition, which is usually one of a relatively rare, chronic and costly nature; and/or (iii) require restricted access and/or close monitoring.

**PHARMACY ADMINISTRATION FEE**

- Cigna Pharmacy Product Administration Fee: Included in Medical Administration Charge

**CHARGES FOR DRUGS COVERED UNDER THE PLAN'S PHARMACY BENEFIT**

**Drug Dispensed by Mail Service Pharmacy:** CHLIC will charge Employer the following for claims covered under the Plan's Pharmacy Benefit and dispensed by the Mail Service Pharmacy:

**Brand Drug Claims:** AWP minus an average discount of 23% plus an average dispensing fee of \$0.00.

**Generic Drug Claims:** The drug's charge on a CHLIC generic Maximum Allowable Charge schedule that generates an annual average aggregate discount across Generic Drug Claims dispensed at Cigna Home Delivery Pharmacy to CHLIC group-client book of business of AWP minus 75.5% plus an average dispensing fee across such Generic Drug Claims of not more than \$0.00.

**Specialty Brand Drug Claims:** The drug's charge under a national discount schedule that generates a 14.9% annual average aggregate discount off AWP for Specialty Drug Claims dispensed at Cigna Home Delivery Pharmacy across CHLIC's group-client book of business (including Specialty Drug Claims dispensed by Mail Service Pharmacy, whether covered under group-clients' Cigna Pharmacy Benefit or Cigna medical benefit).

**Drugs Dispensed by Retail Pharmacies:** CHLIC will charge Employer the following for drugs covered under the Plan's Pharmacy Benefit and dispensed by a Retail Pharmacy to the Plan Members, subject to the "Drug Charges – Additional Provisions" section:

**Retail Brand Drug Claims:** The lesser of (i) AWP minus an average discount of 16% plus an average dispensing fee of \$1.40; or (ii) the Retail Pharmacy's usual and customary charge.

**Retail Generic Drug Claims** (other than those to which the above brand discount applies): The lesser of: (i) the drug's charge on a CHLIC generic Maximum Allowable Charge schedule that generates an annual average aggregate discount across Generic Drug Claims dispensed at Retail Pharmacies to CHLIC group-client book of business of AWP minus 72% (Plan-specific results may vary based on drug mix), plus an average dispensing fee across such Generic Drug Claims of no more than \$1.40; or (ii) the Retail Pharmacy's usual and customary charge.

**Retail Specialty Brand Drug Claims:** The lesser of (i) AWP minus an annual average aggregate discount of 14.9%, plus an average dispensing fee of no more than \$1.40; or (ii) the Retail Pharmacy's usual and customary charge.

#### DRUG CHARGES – ADDITIONAL PROVISIONS

- Cigna Home Delivery Pharmacy's discounts are applied to the manufacturer average wholesale price (AWP) for the dispensed size (or to the AWP for the manufacturer-packaged quantity closest to the dispensed size, if there is no AWP for the dispensed size).
- Cigna Home Delivery Pharmacy will be reimbursed through the Bank Account for the price (discounted as per this Schedule) for replacement prescriptions shipped by Cigna Home Delivery Pharmacy which are reported as lost or damaged despite Cigna Home Delivery Pharmacy's shipment to the Participant's correct name and address.
- The amount paid to the Retail Pharmacy for Brand, Generic, or Specialty Drug Claims may or may not be equal to the amount charged to Employer, and CHLIC will absorb or retain any difference.
- An excess achieved in any Plan-specific discount floor or dispensing fee cap offered under this Agreement will be used to offset a shortfall in any other Plan-specific discount floor or dispensing fee cap offered under this Agreement.
- Industry Changes to or Replacement of Average Wholesale Price (AWP). Notwithstanding any other provision in this Agreement, including in this Exhibit, in the event of any major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, including, for example, any change in the markup, methodologies, processes or algorithms underlying the published AWP(s), CHLIC may adjust any or all of the charges, rates, discounts, guarantees and/or fees in connection with CHLIC's administration of the Plan's Pharmacy Benefit hereunder, including any that are based on AWP, as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as it existed immediately prior to such change. Additionally, and notwithstanding any other provision in this Agreement, including in this Exhibit, CHLIC may replace AWP as its pharmaceutical pricing benchmark with an alternative benchmark and/or may replace Medi-Span, or other such publication as its source for the AWP or alternative benchmark with a different pricing source, provided that CHLIC adjusts any or all such AWP-Based Charges or such alternative benchmark-based charges as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as it existed immediately prior to such replacement or immediately prior to the event(s) giving rise to such replacement, as the case may be.

**DRUG MANUFACTURER-PAYMENT SHARING**

Subject to the caveats below, CHLIC will remit to Employer the following portion of Rebates that CHLIC collects with respect to utilization under the Plan's Pharmacy Benefit:

A guaranteed minimum of \$14.50 per brand for retail and a guaranteed minimum of \$52.50 per home delivery.

Caveats:

- (1) Upon termination of this Agreement, CHLIC may apply Rebates otherwise payable to offset Bank Account or other deficits of charges identified in this Agreement.
- (2) Should Employer terminate this Agreement before completion of the then-current Plan Year, no Rebates shall be due with respect to that Plan Year.
- (3) All applicable caveats communicated in writing by CHLIC in connection with its proposal made in connection with this Agreement.
- (4) For percentage-based sharing arrangements, payout amount may differ slightly from the stated percentage when payout occurs before manufacturers' final reconciliations and payments are made to CHLIC.
- (5) Rebates are not paid out on Run-Out Claims.
- (6) CHLIC or its agent contracts with drug manufacturers on CHLIC's own behalf, and not as agent of the Employer or the Plan.

Timing of Rebate Pay-Out: Remittance will be provided within ninety (90) days after the close of each applicable calendar quarter for the portion of such calendar quarter that coincides with the Plan Year.

**AUDIT RIGHTS RELATED TO MANUFACTURER PAYMENTS**

Employer's third party auditor may audit records directly related to CHLIC's performance of its obligations hereunder regarding sharing of manufacturer formulary payments (a/k/a "rebates") once in each twelve-month period upon the following conditions: Employer shall provide at least forty-five (45) days written notice to CHLIC; the auditor (including its individual auditors conducting the audit) shall be agreeable to Employer and CHLIC; a mutually agreed upon non-disclosure/non-use contract shall be executed by Employer, the auditor and CHLIC; the records to be audited shall be no more than two years old as of the date of the audit; the scope of records to be audited shall be as mutually agreed upon by Employer's third party auditor and CHLIC and shall be all books, documents, papers and records of CHLIC that are directly pertinent to this Agreement for the purpose of the audit or examination, which is to determine CHLIC's compliance with the rebate-sharing obligations under this Agreement; the audit shall be conducted at a mutually acceptable time during regular business hours at CHLIC's office where such records are located; records shall not be removed or photocopied without CHLIC's express written consent; the auditor shall provide its audit report to CHLIC and Employer at the same time; and the auditor may disclose the aggregate amount of manufacturer formulary payments due Employer but no other details of CHLIC's manufacturer contracts of which the auditor is apprised, if any.

<b>FEES FOR PROCESSING RUN-OUT CLAIMS</b>		
OAP	Run-Out Period of twelve (12) months  CHLIC shall not be required to process Run-Out Claims until it has received full payment of the required fees.	<b>The sum of the last three (3) months of billed fees applicable to the terminated (i) Agreement, (ii) Plan benefit option or (iii) Members.</b>
Pharmacy	Run-Out Period of three (3) months for all pharmacy claims	<b>No Additional Cost</b>
<b>SUBROGATION</b>		
	Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage).	<b>5% of recovery plus litigation costs if outside Counsel is retained; 29% of recovery if no Counsel is retained</b>
<b>CHLIC COST CONTAINMENT FEES</b>		
<p>CHLIC, a Cigna company, administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, CHLIC contracts with vendors to perform program related services. Specific vendor fees are available upon request. CHLIC's charge for administering these programs is the percentage (indicated below) of either (1) the "net savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings, less the applicable vendor fee which generally ranges from 7-11% of the program savings) or (2) the "gross savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings; CHLIC pays the applicable vendor fee) or (3) the "recovery" (i.e. the amount recovered) as applicable.</p> <p>For covered services received from non-Participating Providers, CHLIC may apply discounts available under agreements with third parties or through negotiation of the billed charges. These programs are identified below as the Network Savings Program, Supplemental Network &amp; Medical Bill Review (pre-payment). This is consistent with the claim administration practices applicable to CHLIC's own health care insurance business when these programs are implemented. CHLIC charges the percentage shown for administering these programs. Applying these discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying these discounts avoids balance billing and substantially reduces the patient's out-of-pocket cost.</p>		

<b>MEDICAL AND PHARMACY COST CONTAINMENT</b>		
1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	<b>Inpatient Hospital Bill Review</b>	
	• Line Item Analysis	Lesser of 5% of hospital bill or the savings achieved
	• Professional Fee Negotiation	29% of net savings
	<b>Outpatient Hospital Bill Review</b>	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
	<b>Physician/Professional Bill Review</b>	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
4.	Medical Bill Review – (Pre or Post-payment Cost Containment for Non-contracted and Contracted claims):	
	• Bill Audit	29% of the savings/recovery achieved plus hospital fees or expenses passed through
	Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment audit and recovery program in which CHLIC or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.	29% of recovery plus any fees or expenses passed through by the hospital or regulatory agency
	Inpatient Admission Retrospective Review	29% of recovery
	Medical Implant Device Audits	29% of recovery
5.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	29% of recovery
6.	Secondary Vendor Recovery Program	29% of recovery
7.	Provider Credit Balance Recovery Program	29% of recovery
8.	High Cost Specialty Pharmaceutical Audits	29% of recovery

9.	Pharmacy Vendor Recoveries	<b>30% of recovery</b>
10.	Class Action Recoveries	<b>35% of recovery</b>
<b>CARE MANAGEMENT/COST CONTAINMENT PROGRAM FEES</b>		
	<p>CHLIC arranges for third parties to provide care management services to:</p> <p>(i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by CHLIC, and/or</p> <p>(ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care.</p>	<b>Specific vendor fees and care management program services are available upon request.</b>
<b>ELIGIBILITY OVERPAYMENT RECOVERY FEES</b>		
	Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).	<b>29% of recovery</b>
<b>STRATEGIC ALLIANCES</b>		
	CHLIC contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge either a network access fee, which is included in CHLIC's monthly charges, or a percentage of the savings realized on a claim by claim basis as a result of the application of their discounts. Charges based on percentage of savings are paid from the Bank Account. Additional details regarding specific charges will be provided annually and up front.	<b>All Medical Products</b>
<b>OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS</b>		
	Capitation and fee-for-service charges for various vendors and other providers/arrangers of health care services and/or supplies will be paid as claims for Plan Benefits. Such payments will be at CHLIC's applicable capitation or fee-for-service charges then in effect, which may be amended from time to time. Additional details regarding charges and the identity of the vendor or provider of health care services will be made available annually and up front.	<b>All Products</b>
<b>NOTICE REGARDING PAYMENTS FROM THIRD PARTIES</b>		
	Unless indicated otherwise in the Schedule of Financial Charges, CHLIC retains all payments it may receive from manufacturers of pharmaceutical products covered under the Plan. Information on the amount of such payments with respect to the Plan will be provided annually and up front	<b>All Pharmacy Products</b>
	From time to time, CHLIC, directly or through its affiliates, contracts with third party parties (e.g., service vendors, provider network managers) for referring them to Employer or to provide various services (e.g., cost-containment initiatives) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties for such referrals or to help defray expenses associated with implementing the services provided to the Plan.	<b>All Products</b>

<b>COMPLIANCE ASSISTANCE</b>		
	CHLIC shall provide the following services to assist Employer in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits ("SBC), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements.	
1.	Preparation of SBC, translation notice. CHLIC will not be responsible for any changes that Employer makes to the SBC.	<b>No charge</b>
2.	Provide SBC, translation notices prepared by CHLIC to Employer electronically as well as any updates or material modifications.	<b>No charge</b>
3.	Include in SBC a summary of benefits administered by carve-out vendor if Employer or carve-out vendor provide CHLIC with necessary carve-out benefit information at least 12 weeks prior to the date the SBCs are to be delivered to Employer.	<b>\$500 for each benefit option under the Plan for which carve-out vendor benefits are included in SBC</b>

ADDITIONAL SERVICES		
Service	Description	Charge
Lifestyle Management Programs	<ul style="list-style-type: none"> <li>• <b>Healthy Steps to Weight Loss<sup>SM</sup></b>: The Cigna weight management Lifestyle Management Program offers assistance to customers identified through the results of an HRA (Health Risk Assessment) questionnaire and/or self-enrollment. This program offers individuals a non-diet approach to weight loss that focuses on long-term lifestyle changes. The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For participants who prefer to work individually, web-based programs are available. The web program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and giving individuals practical strategies to help them.</li> <li>• <b>Cigna Quit Today<sup>SM</sup></b>: The Cigna tobacco cessation Lifestyle Management Program offers assistance to customers identified through the results of an HRA (Health Risk Assessment) questionnaire and/or self-enrollment. This program provides interventions for all tobacco types and all “ready to change levels” (even those not sure about quitting). The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For participants who prefer to work individually, web-based programs are available. The web program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and giving individuals practical strategies to help them. Both modalities include over the counter nicotine replacement therapy (patch or gum) at no cost to the individual.</li> <li>• <b>Strength &amp; Resilience<sup>SM</sup></b>: The Cigna stress management Lifestyle Management Program offers assistance to customers identified through the results of an HRA (Health Risk Assessment) questionnaire and/or self-enrollment. This program provides practical solutions for improving resilience to stress. The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For participants who prefer to work individually, web-based programs are available. The web program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and giving individuals practical strategies to help them.</li> </ul>	Included in Medical Access Fee

Pharmacy Clinical Programs	<ul style="list-style-type: none"> <li>• Complex Psychiatric Case Management – offering proactive approach in managing Members with complex psychiatric conditions that are using multiple psychotropic medications.</li> <li>• Narcotics Therapy Management Program – a provider based quality initiative which provides quarterly retrospective review of pharmacy and medical claim data to identify certain Member utilization patterns to providers.</li> </ul>	<b>Included in Pharmacy Administration Charge</b>
Pharmacy Clinical Program	Step Therapy Program-a prior authorization/step therapy program that encourages cost-effective clinically appropriate drug utilization and reduces costs by creating a sequence of "steps" in the choice of medication used to treat some common medical conditions.	<b>Included in Pharmacy Administration Charge</b>
Pharmacy Clinical Program	Cigna TheraCare® Program – a targeted condition drug therapy management program that targets individuals using specialty medications for certain chronic conditions and helps them better understand their condition, medication side effects and importance of adherence.	<b>Included at No Additional Cost</b>
Your Health First	<p>A proactive health education and improvement program for those with a chronic condition. The program involves services that span across the Member’s health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements.</p> <p>The program targets a chronic population at high and moderate risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety of sources which may include: claims data, referrals, and self-identification. A variety of resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials.</p> <p>The program includes the following components for those with a chronic condition:</p> <ul style="list-style-type: none"> <li>• Chronic Condition-specific coaching</li> <li>• Pre- and post-discharge calls</li> <li>• Lifestyle management coaching: stress, weight management and tobacco cessation</li> <li>• Treatment decision support and coaching</li> </ul> <p>In order to continuously assess the effectiveness of our programs and/or test new ideas to further engage your employees around their health, a small sample of Members may be placed in a comparison group which for a defined period of time receives alternative services or is suppressed from receiving proactive outreach, such as engagement letters and/or calls. This could affect a few Members targeted for outreach during this limited time period.</p>	<b>Fees are waived from 1.1.15- 12.31.17</b>

Claim Litigation	Claim Litigation Services	<b>\$7,500.00 Flat Amount Annually Included in Medical Administration Charge</b>
	<b>Client Fund</b>	
Wellness Fund	For clinical/wellness/behavioral programs offered by CHLIC that are purchased, CHLIC will establish a Wellness/Health Improvement Fund in the amount of \$10,000.00. These funds will be used to defray the cost of CHLIC designated and arranged health and wellness improvement programs for employees (e.g., biometric screenings, flu shots, etc.) and to reward participation in these programs. Wellness/Health Improvement Funds are an annual fund available with each calendar year. Unused fund cannot be rolled over and CHLIC must pre-approve use of the Wellness/Health Improvement Fund	
Premium holiday	\$17,000	

<b>BANKING AND ADMINISTRATION</b>		
<b>Products excluding Health Savings Account</b>		
1.	Furnishing CHLIC's standard Bank Account activity data reports to Employer as and when agreed upon. CHLIC's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	<b>All Products</b>
2.	Report to Employer the claim payment information required in connection with Section 6041 of the Internal Revenue Code.	<b>All Products</b>
3.	<p>If Employer has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, CHLIC shall file such forms and pay such surcharge and assessment on covered lives on behalf of Employer through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon Employer's failure to provide any information required by CHLIC to fulfill this obligation, the failure to comply with any requirement imposed upon Employer pursuant to the Act or the failure of Employer to properly fund the Bank Account.</p> <p>In addition, where permitted, CHLIC will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by you or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and your bank account will be charged for any such payments made by CHLIC.</p>	<b>All Products</b>
<b>CLAIM ADMINISTRATION</b>		
<b>Products excluding Health Savings Account</b>		
1.	Calculate benefits, check and/or electronic payments disbursed from Employer's Bank Account. Bank Account payments will appear in Employer's standard Bank Account activity data reports.	<b>All Products</b>
2.	Prepare and make available CHLIC's standard claim forms.	<b>All Products</b>
3.	Investigate claims, as necessary, by CHLIC's Special Investigations Unit.	<b>All Products</b>
4.	Discuss claims, when appropriate, with providers of health services.	<b>All Products</b>
5.	Perform, based on CHLIC's book of business internal audits of plan benefit payments on a random sample basis.	<b>All Products</b>
6.	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 16 Report (SAS70 successor report).	<b>All Products (excluding Vision)</b>
7.	Respond to Insurance Department complaints.	<b>All Products</b>
8.	Toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	<b>All Products</b>

9.	Member Explanation of Benefit (“EOB”) statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	All Products
10.	Verify enrollment and eligibility using Member information submitted by Employer and/or its authorized agent.	All Products
<b>Medical Only</b>		
1.	CHLIC’s standard enrollment forms are prepared and delivered to Employer for distribution to individuals eligible to enroll in the Plan.	All Medical Products
2.	CHLIC’s standard ID card with toll-free telephone number are prepared and mailed directly to Members.	All Medical Products
3.	Administration of subrogation/conditional Claim Payment	All Medical Products
<b>Pharmacy Only</b>		
1.	CHLIC’s standard ID cards with toll-free telephone number are prepared and mailed directly to Members.	All Pharmacy Products
2.	Pharmacy claims are adjudicated typically on-line at time of service without access to information on other coverage, and therefore coordination of benefits (COB) for pharmacy claims does not occur. Claims for Plan Benefits will be paid regardless of coverage under another plan.	All Pharmacy Products
3.	CHLIC’s standard drug utilization review services.	All Pharmacy Products
4.	CHLIC may receive and retain payments under contracts with drug manufacturers with respect to utilization covered under the Employer’s medical benefit for the manufacturer’s specialty drugs, which are drugs that typically are injected or infused and derived from living cells; target an underlying rare, chronic or costly condition; and/or require restricted access and/or close monitoring. If CHLIC enters into any such contracts, it does so on its own behalf, and not as agent of the Employer or the Plan.	All Pharmacy Products
<b>DOCUMENT PRODUCTION</b>		
<b>Products excluding Health Savings Account</b>		
	Prepare Member benefit booklet drafts to Employer.	All Products
<b>UNDERWRITING SERVICES</b>		
1.	5500 Schedule C reporting.	All Products
2.	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	All Products
3.	CHLIC’s standard Underwriting services: a) benefit design analysis-b) projected cost analysis.	All Products
<b>COST CONTAINMENT</b>		
1.	Maximum reimbursable charge determinations of non-Participating Provider charges for covered services.	All Medical Products (with out-of-network benefits)

2.	CHLIC's standard cost containment controls: Application of non-duplication and coordination of benefits rules and coordination with Medicare.	<b>All Medical Products</b>
3.	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	<b>All Medical Products</b>
4.	Review of medical bills in accordance with CHLIC's then current Medical Bill Review program.	<b>All Medical Products</b>
5.	Network Savings Program, a national vendor network that provides discounted rates when a Member accesses care through a Network Savings Program contracted provider.	<b>All Medical Products</b>
6.	Annual reporting of CHLIC's standard cost containment results upon Employer's request.	<b>All Medical Products</b>
<b>CUSTOMER REPORTING</b>		
1.	Summary reports of medical, dental and pharmacy cost and utilization experience are available through Cigna's web site, CignaAccess.com.	<b>All Medical and Pharmacy Products</b>
2.	CHLIC's standard pharmacy utilization reports.	<b>Pharmacy Product Only</b>
3.	Claim Reporting: CHLIC will provide its standard reports and information based upon paid claim data only. CHLIC will not provide information on incurred-but-not reported claims, projected claims, pre-certifications of coverage, case management information or information on a Member's prognosis or course of treatment. Stop Loss Reporting is an optional service provided at an additional fee to Employers who have stop loss through another entity other than CHLIC. CHLIC will provide its standard reporting only after the stop loss carrier and Employer have executed CHLIC's standard Hold Harmless/Confidentiality Agreement.	<b>All Medical Products</b>
4.	Custom reporting	<b>\$750/report</b>
<b>MEMBER EXTERNAL REVIEW PROGRAM</b>		
	CHLIC contracts with three (3) independent review organizations that meet the Patient Protection and Affordable Care Act (PPACA) external review requirements. Members may appeal eligible claims to an external independent review organization which is selected by CHLIC on a random basis. If Employer has chosen not to participate in this program, the Employer may be responsible for making other arrangements to meet the Patient Protection and Affordable Care Act (PPACA) external review requirements.	<b>All Medical Products</b>

<b>MEDICAL MANAGEMENT SERVICES</b>		
	CHLIC provides integrated medical management that includes (depending upon the terms of the Plan) the following core services.	
1.	Pre-Admission Certification and Continued Stay Review (PAC/CSR) services to certify coverage of acute and sub-acute inpatient admissions/stays or provides guidance to appropriate alternative settings. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	<b>All Medical Products</b>
2.	Case Management and Retrospective Review of Inpatient Care, a service designed to provide assistance to a Member who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support.	<b>All Medical Products</b>
3.	Assisting providers with resources and tools to enable them to develop long term treatment plans in the management of chronic or catastrophic cases.	<b>All Medical Products</b>
4.	The Cigna HealthCare Healthy Babies <sup>®</sup> Program is a one-time educational mailing which provides Participants with prenatal care education and resources to help them better manage their pregnancy.	<b>All Medical Products</b>
5.	HealthCare Cost and Quality tools on myCigna.com	<b>All Medical Products</b>
6.	A panel of physicians and other clinicians to assess the safety and effectiveness of new and emerging medical technologies. The panel meets monthly to review and update coverage policies.	<b>All Medical Products</b>
7.	Cigna HealthCare's 24-Hour Health Information Line <sup>SM</sup> is a service that provides 24 hour toll free access to registered nurses, who provide answers to healthcare questions, recommends appropriate settings for care, makes referrals to telehealth services when appropriate, and assists Participants in locating physicians. It also includes access to an extensive audio library on a wide range of medical topics.	<b>All Medical Products</b>
8.	Cigna LifeSOURCE Transplant Network <sup>®</sup> contracts with over six-hundred fifty (650) transplant programs at more than one-hundred fifty (150) independent transplant facilities and provides access to solid organ and bone marrow/stem cell transplantation while improving cost containment and reducing financial risk.	<b>All Medical Products</b>
9.	A health education program that delivers mailings to Members with certain conditions.	<b>All Medical Products</b>
10.	Implementing clinical quality measurements, managing data, tracking and validating performance and initiating continuous quality improvement.	<b>All Medical Products</b>
11.	Transition of care services to allow Members with defined conditions to continue treatment with non-Participating Providers after enrollment for continued uninterrupted care for a limited time.	<b>All Medical Products</b>

<b>NETWORK MANAGEMENT SERVICES</b>		
	CHLIC, and/or its affiliates shall:	
1.	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, capitation, per diem charges, incentive bonuses, case rates, withholds etc.). The amount and type of negotiated reimbursement may vary depending upon the type of plan. For example, a hospital may accept less for patients enrolled in certain types of plans than others;	<b>All Medical Products</b>
2.	Credential and re-credential Participating Providers in accordance with CHLIC's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with CHLIC's requirements;	<b>All Medical Products</b>
3.	Monitor Participating Provider compliance with protocols and procedures for quality, Participant satisfaction, and grievance resolution;	<b>All Medical Products</b>
4.	Facilitate the identification of Participating Providers by Members; and	<b>All Medical Products</b>
5.	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	<b>All Medical Products</b>
<b>CIGNA STAFF MODEL HEALTHPLAN SERVICES</b>		
	<p>The Cigna HealthCare of Arizona, Inc. staff model ("Cigna Medical Group") is a Participating Provider located in metropolitan Phoenix, Arizona. Plan Participants may at some time receive treatment from a Cigna Medical Group ("CMG") facility or provider even if they do not reside in Arizona (as when traveling). Participants utilizing the IPA network will access certain specialty and/or ancillary services (including laboratory and urgent care services) through the CMG system. Lab services are not provided by CMG for Participants in PPO or EPO plans.</p> <p>Except as provided below, for services provided to Participants, CMG is paid at the rates in effect at the time of service (as may be revised from time to time). Representative rates for routinely performed services are attached. A complete copy of the rates is available on request under a mutually agreed nondisclosure agreement (NDA).</p> <p>If the Plan requires Participants to select a primary care physician (PCP), Phoenix area Participants who do not select a PCP during open enrollment are assigned to a CMG PCP. CMG will be paid for PCP-required Plans at the rates in effect at the time of service.</p> <p>Primary care services rendered to Participants in Open Access or LocalPlus Plans that do not provide for PCP assignment are also paid at the rates then in effect, as described above.</p>	<b>All Medical Products</b>

**CIGNA HEALTHCARE OF ARIZONA - CIGNA MEDICAL GROUP (CMG)  
REPRESENTATIVE RATES FOR ROUTINELY PERFORMED MEDICAL SERVICES**

**EFFECTIVE AUGUST 1, 2014**

(Applicable to all Open Access Plus Products)

Department	CPT Code	Description	OAP Rate
All Departments	99213	OFFICE VISIT,EST EXP PROB FOC	\$65.80
Adult Medicine	99396	WELL EXAM, EST, 40-64 YEARS	\$102.94
Pediatrics	99392	WELL EXAM, EST, 1-4 YEARS	\$85.77
Gastroenterology	45378	COLONOSCOPY - Professional Fee only, at a facility	\$257.75
Neurology	64615	CHEMODENERVATION OF MUSCLE MIGRAINE	\$157.18
Ophthalmology	66984	REMOVE CATARACT, INSERT LENS- Professional Fee only, at a facility	\$700.01
Podiatry	11721	DEBRIDEMENT NAIL SIX OR MORE	\$39.95
Radiology	71020	CHEST X-RAY, PA & LAT	\$30.38
Radiology	G0202 + 77052	SCREENING MAMMOGRAPHY DIGITAL	\$141.02
Urology	52000	CYSTOSCOPY	\$253.87
General Surgery	47562	LAPAROSCOPY; CHOLECYSTECTOMY- Professional Fee only, at a facility	\$837.79
Optometry	92014	EYE EXAM & TREATMENT	\$109.35
Lab	80053	COMPREHENSIVE METABOLIC PANEL	\$14.87
Lab	80061	LIPID PANEL	\$18.85
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 2		\$469.00
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 8		\$1,104.00

*\* Medicare does not assign (or may not yet have assigned) relative value units (RVUs) for certain service codes. Codes not valued by Medicare are referred to as "gap codes." For example, Medicare does not assign values for wellness service codes (99381-99397). Cigna Medical Group refers to The Essential RBRVS (Annual) guide to obtain relative values for such gap codes for billing purposes. Typically, Cigna pays CMG for gap codes not valued by Medicare either at the discounted fee schedule referenced above or, for new codes not yet valued by Medicare, at the same rate it pays its IPA providers.*

The Urgent Care case rate excluding radiology and laboratory services is \$115.

The CMG CareToday (CMG low acuity clinics) visit rate is \$59. Lab tests performed at the CMG CareToday facilities are \$10 per service. A complete list of rates for CMG CareToday services is available on request.

CMG pharmacy rates (30-day supply):

Brand Name: AWP – 10.56% + \$2.75 dispensing fee

Generic: AWP – 35% + \$2.75 dispensing fee

## EXHIBIT B

### HIPAA NOTICE

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 PRIVACY REGULATION

#### CITY OF CASPER

#### PRIVATE HEALTH INFORMATION USE AND DISCLOSURE NOTICE

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT A PLAN MEMBER MAY BE USED AND DISCLOSED AND HOW THE MEMBER CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

You may ask for a separate paper copy of this privacy notice at any time.

#### **We collect protected health information (PHI) from the following sources:**

1. You provide us with PHI when you complete an enrollment application and enroll in a health plan. This PHI may include name, address, social security number, financial information, date of birth, and information about your dependents.
2. PHI may be provided by this Plan's sponsor for enrollment or claims processing.
3. PHI from other third parties, including health care providers, may include claims, claim reports, medical records and other PHI related to the processing of health benefits.

#### **How we disclose PHI**

We will use and disclose PHI to assist in treatment and payment for treatment and to further our health care operations. Examples of our use and disclosure of PHI include the following:

- To help make sure your medical bills sent for payment are handled correctly.
- To doctors or other providers to help them provide medical care to you, such as coordinating care between your primary care physician and a specialist.
- To help providers manage your health care, such as if you are enrolled in a wellness program.
- To send you a reminder if you have an appointment with your doctor.
- To give you information about alternative medical treatments and programs.
- To tell you about health related products and services that you may be interested in, such as a weight loss program.
- To this Plan's Plan Sponsor, such as confirming enrollment information.
- To others if you agree or if you are unable to agree, such as if a home health nurse visits you at your home. If your spouse is with you, we may discuss your PHI with you both.
- To third parties assisting with administrative functions of the Plan.

There are also state and federal laws that may require us to give your PHI to others. For example, we may give out your PHI for the following reasons:

- To state and federal agencies that regulate us (such as the US Department of Health and Human Services and the United States Department of Labor).
- For public health activities (such as reporting disease outbreaks).
- To public health agencies if we believe there is a serious health or safety threat.

- For government health oversight activities (such as fraud investigations).
- To a court or administrative agency (such as to obey a court order).
- For law enforcement purposes (such as to locate a suspect).
- To a government authority regarding abuse, neglect, or domestic violence.
- To a coroner, medical examiner, or funeral director, such as for determining cause of death.
- For getting, saving, or transplanting organs, eyes, or tissue; and in limited ways, for research activities.
- For special government functions, such as for national security.
- For job-related injuries because of state worker compensation laws.

If none of the above reasons apply, we must get your written permission to use or give out your PHI. If you give us written permission and then change your mind, you may take back (revoke) your written permission at any time. However, you cannot take back your written permission if we already acted when we had it.

### **Individual Rights to Private Information**

1. Individuals may request restrictions on certain uses and disclosure of PHI about themselves and/or their dependents. We are not required to agree to a requested restriction if disclosure is required to carry out our services.
2. Individuals have the right to receive confidential communications of PHI, in a different way or at a different place in order to protect you from danger. For example, you may ask us to send PHI to your work address instead of your home address.
3. Individuals have the right to inspect and copy the PHI that we have. You may ask for a summary of PHI we have about you. We will respond to you within 30 days after we receive your written request. If we deny your request, we will tell you, in writing, the reasons why. We will also explain your right to have our denial reviewed. We may charge you a reasonable fee based on the cost of copying or postage or preparing the summary.
4. Individuals have the right to request that we amend PHI or add missing information, if individual think there is a mistake in their PHI. We will respond within 60 days of receiving your written request to amend your PHI. If we deny your request, we will tell you the reasons in writing. Our written denial will also explain your right to file a written statement of disagreement. You have the right to ask us to attach your request, our denial, and your statement of disagreement to your PHI anytime we give it out in the future.
5. Individuals have the right to receive an accounting of disclosures of protected health information that we have given out (other than to further our treatment, payment or health care operations) since April 14, 2003. We will not tell you (i) about disclosures of PHI that you asked us to make; (ii) about disclosures we made to health care providers or to persons who pay for your care; or (iii) for national security reasons or in special situations required by law enforcement or health oversight agencies. We will act on your request within 60 days. Your first list will be free. We will give you one free list every twelve months if you ask for it. If you ask for another list within 12 months of getting a free list, we may charge you a fee for the next list.

### **Protected Health Information Policy**

1. We are required by law to maintain the privacy of PHI.
2. We regularly review our security standards and practices to protect against unauthorized access or release of PHI.

3. We restrict access to PHI about you to those employees who need to know that information in order to provide our services.
4. We maintain physical, electronic and procedural safeguards that comply with federal regulations to protect your PHI.
5. We reserve the right to modify or change our privacy policies and related procedures at any time, in accordance with applicable federal and state laws. If we do so, we will communicate any material changes to you as required by law. Once we make a change, the terms of the new notice we prepare and distribute will apply to your PHI.

If you feel your privacy has been violated you may lodge a complaint with us and/or with the HHS (U.S. Department of Health and Human Services.) You may reach us at 6251 Greenwood Plaza Blvd., Suite 300, Greenwood Village, Colorado 80111. You will not be penalized for filing a complaint about our privacy practices or using any of the rights described in this notice.

**EXHIBIT C  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made as of January 1, 2015 by and between on behalf of the Plan the **City of Casper (“City”)** and **Business Associate, (Cigna Health and Life Insurance Company)**.

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made as of Date by and between on behalf of the Plan the **City of Casper (“City”)** and **Business Associate, (Cigna Health and Life Insurance Company)**.

**RECITALS**

- A. The City and Business Associate have entered into an arrangement or arrangements pursuant to which Business Associate provides certain services for and on behalf of the City (the “Arrangement”);
- B. Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”) (45 C.F.R. Parts 160 and 164) and the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”) (45 C.F.R. Parts 160 and 164), as amended by applicable provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) and its implementing regulations (the “HITECH Act”) (collectively, the “HIPAA Rules”), the City and Business Associate must enter into a Business Associate agreement to enable Business Associate to carry out its obligations under the Arrangement since the City discloses to Business Associate and/or Business Associate creates and receives on behalf of the City Individually Identifiable Health Information, as such term is defined in 45 C.F.R. 160.103; and
- C. The City and Business Associate desire to make this Agreement to the Arrangement in order to enable the City to satisfy its obligations under the HIPAA Rules.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**I. DEFINITIONS**

- 1. 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.
- 2. 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 (Cigna) “Business Associate.”
- 3. 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 the Plan sponsored by (City of Casper) “City.”

## **II. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE**

- 2.1 Use or Disclosure to Provide Services Under the Arrangement. Business Associate may Use and Disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by the Covered Entity; provided, further, that Business Associate 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 Covered Entity.
- 2.2 Use or Disclosure for Management and Administration. Notwithstanding Section 2.1 above, Business Associate may Use or Disclose Protected Health Information for its proper management and administration provided that, before disclosing Protected Health Information to a third party for Business Associate proper management and administration, Business Associate must obtain reasonable assurances from the third party that: (i) the Protected Health Information will be held confidentially and subject to the same restrictions and conditions that apply to Business Associate under this Agreement and will only be Used or Disclosed as required by law or for the purposes for which it was Disclosed to the third party; and (ii) the third party will immediately notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information Disclosed to it has been breached.
- 2.3 Use or Disclosure to Provide Data Aggregation Services. Business Associate may Use or Disclose Protected Health Information to provide Data Aggregation services relating to the Health Care Operations of the City.
- 2.4 De-Identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree that de-identified data does not constitute Protected Health Information and is not subject to the terms of this Agreement.
- 2.5 Use and Disclosure of Limited Data Sets. Business Associate may use Protected Health Information to create Limited Data Sets and may Use or Disclose such Limited Data Sets for only research, public health or health care operations purposes. Except as set forth in this Section, the conditions and restrictions contained herein on Business Associate Use and Disclosure of Protected Health Information apply to Business Associate Use and Disclosure of Protected Health Information contained in such Limited Data Sets. Further, Business Associate agrees that it shall not identify the information contained in such Limited Data Sets or contact the Individuals who are the subject of the Protected Health Information contained in such Limited Data Sets, except as otherwise permitted or required by this Agreement.

## **III. RESPONSIBILITIES OF BUSINESS ASSOCIATE**

- 3.1 Safeguards Against Misuse of Information. Business Associate agrees that it will implement appropriate safeguards to prevent the use or Disclosure of Protected Health Information other than pursuant to the terms and conditions of this Agreement.
- 3.2 Reporting Disclosures of Protected Health Information. Business Associate shall, upon becoming aware of a disclosure of Protected Health Information in violation of this Agreement by Business Associate or its Representatives, report such disclosure to the City. Business Associate agrees to have procedures in place for mitigating, to the extent practicable, any harmful effect known to Business Associate and arising from such use or disclosure.
- 3.3 Agreements by Third Parties. Business Associate shall enter into an agreement with any agent or subcontractor that will have access to Protected Health Information pursuant to which such agent or contractor agrees to be bound by the same or substantially similar restrictions, terms, and conditions of this Agreement that apply to Business Associate with respect to such Protected Health Information.

- 3.4 Access to Information. Business Associate shall provide access, at the request of an Individual, to Protected Health Information maintained by Business Associate in a Designated Record Set(s), , to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.
- 3.5 Availability of Protected Health Information for Amendment. Business Associate shall respond to a request by an Individual for amendment to such Individual's Protected Health Information contained in a Designated Record Set in the manner and time required in 45 C.F.R. §164.526, except that the Covered Entity shall handle any requests for amendment of Protected Health Information originated by the Covered Entity, the City or the Covered Entity's other business associates, such as enrollment information
- 3.6 Accounting of Disclosures. Business Associate shall document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for the City to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.  
Business Associate shall provide to 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.
- 3.7 Right to Confidential Communications and to Request Restriction of Disclosures of Protected Health Information. Business Associate shall comply with, and shall assist the City in complying with, responding to Individuals' requests for confidential communications or to restrict the uses and disclosures of their Protected Health Information under 45 C.F.R. §164.522. This shall include complying with requests to restrict the disclosure of certain Protected Health Information with which the Covered Entity is required to agree, in accordance with 45 C.F.R. §164.522.
- 3.8 Processes and Procedures. In carrying out its duties set forth in Article III, Sections 3.4 – 3.7, above, Business Associate will implement the Standard Business Associate Processes and Procedures (the "Processes and Procedures") attached hereto for requests from Individuals, including the requirement that requests be made in writing, the creation of forms for use by Individuals in making such requests, and the setting of time periods for the Covered Entity to forward to Business Associate any such requests made directly to the Covered Entity or the City. In addition, Business Associate will implement the Processes and Procedures relating to disclosure of Protected Health Information to the City or designated third parties.
- 3.9 Uses and Disclosures Required by Law. Except to the extent prohibited by law, Business Associate shall use best efforts to immediately notify the City upon its receipt of a request for use or disclosure of Protected Health Information with which Business Associate believes it is required by law to comply. Business Associate shall provide the City with a copy of such request shall consult and cooperate with the City concerning the proper response to such request and shall provide the City with a copy of any information Disclosed pursuant to such request.
- 3.10 Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of Health and Human Services (the "Secretary") for purposes of determining the City's compliance with the HIPAA Rules. Notwithstanding the foregoing, nothing herein shall be deemed to require Business Associate to waive any attorney, accountant, or other legal privilege.
- 3.11 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. Business Associate shall report any Security Incidents to the City upon request.

At such time as required by the HITECH Act, in the event that Business Associate has knowledge that a Breach of Unsecured Protected Health Information of the City has occurred or may have occurred, Business Associate shall without unreasonable delay (but in no event more than twenty (20) days of knowledge of the Breach of Unsecured Protected Health Information) 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. Business Associate will investigate Breaches of Unsecured Protected Health Information, assess their impact under applicable state and federal law, including HITECH, and make a recommendation to the Covered Entity as to whether notification is required pursuant to 45 C.F.R. §§164.404-408 and/or applicable state breach notification laws. With the Covered Entity's prior approval, Business Associate will issue notices to such individuals, state and federal agencies - including the Department of Health and Human Services, and/or the media as the Plan is required to notify pursuant to - and in accordance with the requirements of applicable law (including 45 C.F.R. §§164.404-408). Business Associate will pay the costs of issuing notices required by law and other remediation and mitigation which, in Business Associate's discretion, are appropriate and necessary to address the Breach. Business Associate will not be required to issue notifications that are not mandated by applicable law. Business Associate shall provide the Covered Entity with information necessary for the Covered Entity to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by C.F.R. §164.408(c).

- 3.12 Agreed to Restrictions. Business Associate shall abide by any restrictions, of which Business Associate is aware, relating to the disclosure of Protected Health Information which the City has agreed upon pursuant to the HITECH Act.

#### **IV. RESPONSIBILITIES OF THE CITY OF CASPER**

- 4.1 Requests for Uses or Disclosures. The City shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would violate this Agreement or the HIPAA Rules.
- 4.2 Notice of Privacy Practices. The City hereby agrees to provide, to the extent required by 45 C.F.R. § 164.520 (or any successor provision of the Privacy Rule), a notice of privacy practices (the "Notice") to Individuals (or their personal representatives) who are the subject of the Protected Health Information, which Notice shall be sufficiently broad so as to permit the Uses and Disclosures of Protected Health Information by Business Associate contemplated by this Agreement and the Arrangement. The City shall not amend such Notice unless the amended Notice is sufficiently broad so as to permit the uses and disclosures of Protected Health Information contemplated by this Agreement and the Arrangement.
- 4.3 Written Permission. The City hereby agrees to ensure that it obtains Individuals' permission or the permission of Individuals' personal representatives, to the extent required under the Privacy Rule and in the form required by the Privacy Rule, for Business Associate Uses and Disclosures of Protected Health Information contemplated by this Agreement and the Arrangement and to inform Business Associate of any changes in, or withdrawal of, such written permission provided to the City by Individuals or their personal representatives, including without limitation revocations of authorizations pursuant to 45 C.F.R. § 164.508.
- 4.4 Other Arrangements. The City hereby agrees to promptly notify Business Associate in writing and in a timely manner, of any arrangements permitted or required of the City under the Privacy Rule that may impact in any manner the Use or Disclosure of Protected Health Information by Business Associate under this Agreement or the Arrangement, including without limitation restrictions on the Use or Disclosure of Protected Health Information agreed to by the City, as provided for in 45 C.F.R. § 164.522 as amended by the HITECH ACT.

4.5 Compliance with HIPAA. To the extent required and at such time as required under applicable law, the City agrees to comply with HIPAA, the Privacy Rule, Security Rule and HITECH Act.

## V. TERMINATION

- 5.1 Term. This Agreement shall become effective on the date on which the City and Business Associate entered into the Arrangement and, unless otherwise terminated as provided herein, shall expire upon the expiration or termination of the Arrangement.
- 5.2 Termination by Either Party. The Arrangement may be terminated by either party, subject to the delivery of the written notice and the expiration of the cure period provided in the Arrangement, in the event that a party breaches any material term of this Agreement and has not cured such breach in a reasonable period of time. 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-breaching party acknowledges that the breaching party shall have the right to report the breach to the Secretary.
- 5.3 Return or Destruction of Protected Health Information Upon Termination. Upon termination of the Arrangement, Business Associate shall, at the option of Business Associate, either return or destroy all Protected Health Information and Electronic Protected Health Information which Business Associate still maintains in any form. Notwithstanding the foregoing, to the extent that it is not feasible, in Business Associate's reasonable discretion, to return or destroy such Protected Health Information and Electronic Protected Health Information, the terms and provisions of this Agreement shall survive the termination of the Arrangement with respect to such Protected Health Information and Electronic Protected Health Information, and such Protected Health Information and Electronic Protected Health Information shall be Used or Disclosed solely for such purpose or purposes which prevented its return or destruction.

## VI. MODIFICATIONS TO COMPLY WITH STANDARDS

In the event that additional standards are promulgated under the HIPAA Rules, or any existing standards are amended, the parties agree to enter into a mutually acceptable amendment to this Agreement to enable the City to satisfy its obligations under such additional or amended standard(s).

## VII. MISCELLANEOUS

- 7.1 In the event that a provision of this Agreement conflicts with a provision of the Arrangement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Arrangement.
- 7.2 This Agreement may be amended only by written agreement between the parties. This Agreement shall be interpreted by and construed in accordance with the laws of the State of Wyoming. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.
- 7.3 Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.
- 7.4 Any ambiguity in this Agreement shall be resolved to permit the applicable party to comply with HIPAA, Privacy Rule, Security Rule, and the HITECH Act. The parties acknowledge that the HITECH Act requires the Secretary to promulgate regulations and interpretative guidance that is not available at the time of executing this Agreement. In the event a party determines in good faith that any such regulation or guidance adopted or amended after the execution of this Agreement shall cause any paragraph or provision of this Agreement to be invalid, void or in any manner unlawful or subject either party to penalty, then the parties agree modify and amend this Agreement in a manner that would eliminate any such risk.

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

**City of Casper**

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

**Business Associate**

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

**Cigna Health and Life Insurance Company**  
**Standard Business Associate Processes and Procedures**

These Standard Business Associate Processes and Procedures apply to each self-funded group health plan (“Plan”) of an entity (“Plan Sponsor”) that has entered or will enter into an Administrative Services Only Agreement, Flexible Spending Account or Reimbursement Accounts Administrative Services Agreement and/or Continuation Coverage Services Agreement (collectively, as applicable, the “Administrative Services Agreement”) with Cigna Health and Life Insurance Company (“CHLIC”). The Plan and CHLIC are parties to a Business Associate Agreement/Privacy Addendum. Unless otherwise defined, capitalized terms have the meaning provided therein, or if not defined in such agreement, as defined in 45 C.F.R. parts 142, 160, 162 and 164 (“HIPAA”), also known as the HIPAA Standards for Electronic Transactions, the HIPAA Security Standards, and the HIPAA Privacy Rule and/or the Health Information Technology for Economic and Clinical Health Act, which was included in the American Recovery and Reinvestment Act of 2009 (P.L. 111-5 (“ARRA”)).

**Section 1. Access to PHI.** When an Individual requests access to PHI contained in a Designated Record Set and such request is made directly to the Plan or Plan Sponsor, the Plan shall forward the request to CHLIC within five (5) business days of such receipt. Upon receipt of such request from the Plan, or upon receipt of such a request directly from an Individual, CHLIC shall make such PHI available directly to the Individual within the time and manner required in 45 C.F.R. §164.524. The Plan delegates to CHLIC the duty to determine, on behalf of the Plan, whether to deny access to PHI requested by an Individual and the duty to provide any required notices and review in accordance with the HIPAA Privacy Rule.

**Section 2. Availability of PHI for Amendment.**

- (a) When an Individual requests amendment to PHI contained in a Designated Record Set, and such request is made directly to the Plan or Plan Sponsor, within five (5) business days of such receipt, the Plan shall forward such request to CHLIC for handling, except that the Plan shall retain and handle all such requests to the extent that they pertain to Individually Identifiable Health Information (such as enrollment information) originated by the Plan, Plan Sponsor, or the Plan’s other business associates. CHLIC shall respond to such forwarded requests as well as to any such requests that it receives directly from Individuals as required by 45 C.F.R. §164.526, except that CHLIC shall forward to the Plan for handling any requests for amendment of PHI originated by the Plan, Plan Sponsor, or the Plan’s other business associates.
- (b) With respect to those requests handled by CHLIC under subparagraph (a) above, the Plan delegates to CHLIC the duty to determine, on behalf of the Plan, whether to deny a request for amendment of PHI and the duty to provide any required notices and review as well as, in the case of its determination to grant such a request, the duty to make any amendments in accordance with the terms of the Privacy Rule. In all other instances, the Plan retains all responsibility for handling such requests, including any denials, in accordance with the HIPAA Privacy Rule.
- (c) Whenever CHLIC is notified by the Plan that the Plan has agreed to make an amendment pursuant to a request that it handles under subparagraph (a) above, CHLIC shall incorporate any such amendments in accordance with 45 C.F.R. §164.526.

**Section 3. Accounting of Disclosures.** When an Individual requests an accounting of disclosures of PHI held by CHLIC directly to the Plan or Plan Sponsor, the Plan shall within five (5) business days of such receipt forward the request to CHLIC to handle. CHLIC shall handle such requests, and any such requests for an accounting of disclosures received directly from Individuals, in the time and manner as required in 45 C.F.R. §164.528.

**Section 4. Requests for Confidential Communications or to Restrict Disclosure of PHI.** CHLIC shall handle Individuals' requests made to it for privacy protection for PHI in CHLIC'S possession pursuant to the requirements of 45 C.F.R. §164.522. The Plan shall forward to CHLIC to handle any such requests the Plan receives from Individuals that affect PHI held by CHLIC.

**Section 5. General Provisions Regarding Requests.** CHLIC may require that requests pursuant to Sections 1 through 4 above be made in writing and may create forms for use by Individuals in making such requests. When responding to an Individual's request as provided above, CHLIC may inform the Individual that there may be other "protected health information" created or maintained by the Plan and/or the Plan's other business associates and not included in the CHLIC'S response. CHLIC shall not be responsible for performing any duties described in the Business Associate Agreement with respect to any such other "protected health information." In carrying out its duties set forth herein, CHLIC may establish such additional procedures and processes for requests from Individuals as permitted by the Privacy Rule.

**Section 6. Disclosure of PHI to the Plan Sponsor.** To the extent that the fulfillment of CHLIC'S obligations under the Administrative Services Agreement requires CHLIC to disclose or provide access to PHI to Plan Sponsor or any person under the control of Plan Sponsor (including third parties), CHLIC shall make such disclosure of or provide such access to PHI only as follows:

- (i) CHLIC shall disclose Summary Health Information to any employee or other person under the control of Plan Sponsor (including third parties) upon the Plan Sponsor's written request for the purpose of obtaining premium bids for the provision of health insurance or HMO coverage for the Plan or modifying, amending or terminating the Plan; and
- (ii) If the Plan elects to provide PHI to the Plan Sponsor, CHLIC shall disclose or make available PHI, other than Summary Health Information, at the written direction of the Plan to only those employees or other persons that Plan Sponsor represents are identified in the Plan documents and under the control of Plan Sponsor solely for the purpose of carrying out the Plan administration functions that Plan Sponsor performs for the Plan. Where requested by CHLIC, such employees or other persons (including third parties) will be identified by the Plan in writing (by name, title, or other appropriate designation) to CHLIC as a condition of disclosure of PHI pursuant to this Section 6(ii). The Plan may modify such list from time to time by written notice to CHLIC.

**Section 7. Disclosures of PHI to Third Parties.** Upon the Plan's written request, CHLIC will provide PHI to certain designated third parties who assist in administering the Plan and who are authorized by the Plan to receive such information solely for the purpose of assisting in carrying out Plan administration functions ("Designated Third Parties"). Such parties may include, but are not limited to, third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. As a condition to providing PHI to a Designated Third Party, CHLIC may require that the Plan have a business associate agreement (within the meaning of the Privacy Rule) with such Designated Third Party.

### **Exhibit D – Claim Audit Agreement (Sample)**

- A. WHEREAS, Cigna Health and Life Insurance Company ("CIGNA") desires to cooperate with requests by \_\_\_\_\_ ("Employer") to permit an audit for the purposes set forth below; and
- B. WHEREAS, \_\_\_\_\_ ("Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of claims administered by CIGNA.
- C. WHEREAS, the Auditor and the Employer recognize CIGNA's legitimate interests in maintaining the confidentiality of its claim information, protecting its business reputation, avoiding unnecessary disruption of its claim administration, and protecting itself from legal liability;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CIGNA, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CIGNA in writing at least forty-five (45) days prior to the commencement of the Audit the following "Audit Specifications":

- a. the name, title and professional qualifications of individual Auditors;
- b. the Claim Office locations, if any, to be audited;
- c. the Audit objectives;
- d. the scope of the Audit (time period, lines of coverage and number of claims);
- e. the process by which claims will be selected for audit;
- f. the records/information required by the Auditor for purposes of the Audit; and
- g. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

CIGNA will have the right to review the Audit Specifications and to require any changes in, or conditions on, the Audit Specifications which may be necessary to protect CIGNA's legal and business interests identified in paragraph C above.

3. Access to Information

CIGNA will make the records/information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

4. Audit Report

The Auditor will provide CIGNA with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the Employer. Such copies will be provided to CIGNA at the same time that the Audit findings and the Audit Report are submitted to the Employer.

5. Comment on Audit Report

CIGNA reserves the right to provide the Auditor and the Employer with its comments on the findings and, if applicable, the Audit Report.

6. Confidentiality

The Auditor understands that CIGNA is permitting the Auditor to review the claim records/information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all information pertaining to individual claimants will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Auditor specifically agrees to adhere to the following conditions:

- a. The Auditor shall not make photocopies or remove any of the claim records/information without the express written consent of CIGNA;
- b. The Auditor agrees that its Audit Report or any other summary prepared in connection with the Audit shall contain no individually identifiable information.

7. Restricted Use of the Audit Information

With respect to persons other than the Employer, the Auditor will hold and treat information obtained from CIGNA during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of CIGNA executed by an officer of CIGNA, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the Employer except as required by applicable law. The Employer and Auditor agree to indemnify and to hold harmless CIGNA for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under paragraphs 6 and 7 of this Agreement or from CIGNA's provision of information to the Auditor. The Employer authorizes CIGNA to provide to the designated Auditor the necessary information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CIGNA may terminate this agreement with prior written notice. The obligations set forth in Sections 4 through 7 shall survive termination of this agreement.

**Cigna Health and Life Insurance Company**

By: TO BE SIGNED AT TIME OF AUDIT  
Duly Authorized

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

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

Date: \_\_\_\_\_

**Employer:** \_\_\_\_\_

By: TO BE SIGNED AT TIME OF AUDIT  
Duly Authorized

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

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

Date: \_\_\_\_\_

RESOLUTION NO. 14-235

A RESOLUTION AUTHORIZING A CONTRACT WITH  
CIGNA HEALTH AND LIFE INSURANCE COMPANY.

WHEREAS, the City of Casper issued a Request for Proposal to solicit responses by qualified firms to provide third party administration for the City's Health Plan; and,

WHEREAS, as a result of reviewing the proposals received, the City desires to obtain third party administration services from Cigna; and,

WHEREAS, Cigna is willing and able to provide the desired third party administration services to the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Cigna to provide third party administration services for the City of Casper's Health Plan.

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.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

August 7, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director  
Alan Kieper, Special Facilities Manager  
Chris Smith, Ski Area Superintendent

SUBJECT: Sole Source purchase to upgrade and automate Hogadon Ski Area Snowmaking Pump house.

Recommendation:

That Council, by minute action, approves the sole source purchase of Variable Speed Drive and Logic Control System retrofit of existing snowmaking pump system for Hogadon Pump House.

Summary:

A quote of \$49,356.00 was received from Torrent Engineering & Equipment, Milford, IN. This quote for automation will improve the efficiency and safety while eliminating the current complicated mechanism now being used at Hogadon Ski Area.

The reasons for sole sourcing the Hogadon pump house rebuild are:

- Torrent Engineering is one of the largest Pump house design/install company's in the United States / Canada.
- The simplicity of this system eases the burden on our snowmaking staff by automatically adjusting water pressure and flow to each snow gun through wireless technology.
- Energy saving, by VFD drive system will only run the second pump if there is a demand for more water.
- Torrents Automation will blend seamlessly with Hogadon's new SMI& HKD Fan Snow Guns, by utilizing each guns automation technology to the fullest.
- This upgrade includes the replacement of the original backflow valves and pressure regulators designed for municipal water systems, not snowmaking. These valves and pressure regulators have been a source of down time, complicated repairs, and staff safety for several years.
- Torrent's quote includes 1 technician on-site for 2 days during installation for supervision and assistance of pump house update and demolition of current system. (Other quotes did not provide this service)
- Torrent's quote also includes 1 technician on-site for 2 days during our snowmaking season start-up calibration and system training for Hogadon staff. (Other quotes did not provide this service)
- Torrent Engineering and Equipment, LLC (seller) warrants all equipment manufactured/assembled by Torrent Engineering and Equipment, LLC to be free from defects in material and workmanship for a period of one (1) year after startup not to exceed eighteen (18) months after delivery.

Funding for this project will come from one-time monies allocated by the City Council for Leisure Services Facilities.

August 20, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Purchase of Four (4) Mid-Size Sedans

Recommendation:

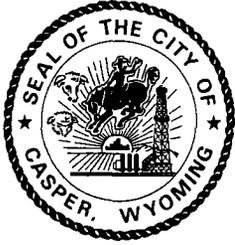
That Council, by minute action, authorize the purchase of Four (4) new Ford Fusion Sedans, from Greiner Motor Company- Casper, Casper, Wyoming, to be used in the Casper Police Department in the amount of \$85,796, before trade-in.

Summary:

Bids for four (4) new Mid or Full Size Sedans were received on August 15, 2014. Three bids were supplied by local and statewide vendors. Specifications were requested by Fremont Motors but a Bid was not received. The bids are as follows:

<u>Bid Item</u>	<u>Mileage</u>	<u>Base Cost</u>	<u>Vendor</u>	<u>Trade-in Value</u>	<u>Total Cost</u>
<b>4 '14 Ford Fusions</b>	<b>New</b>	<b>\$85,796</b>	<b>Greiner</b>	<b>\$10,705</b>	<b>\$75,091</b>
4 '14 Chrysler 200s	New	\$92,496	Greiner	\$10,705	\$81,791
4 '14 Ford Taurus's	New	\$99,420	Greiner	\$10,705	\$88,715

This purchase will replace unit# 101159, 101161, 101162, and 101165, and will be funded from the 1%#14 sales tax revenues allocated to the Police Department for vehicle replacement.



# City of Casper

Incorporated 1889  
Casper, Wyoming 82601

OFFICE OF CITY ATTORNEY  
200 NORTH DAVID STREET  
PHONE (307) 235-8252  
(307) 235-7503  
FAX (307) 235-7506

August 29, 2014

Judith Studer  
Schwartz, Bon, Walker & Studer, LLC  
Conroy Building  
141 South Center Street, Suite 500  
Casper, WY 82601-2588

HAND DELIVERED

Re: Councilman Craig Hedquist's "Request for Investigation of Potential Violation of Ethics Ordinance."

Dear Ms. Studer:

Please find enclosed a copy of a "Request for Investigation of Potential Violation of Ethics Ordinance" which I received, via e-mail from Councilman Hedquist on Thursday, August 28, 2014. My office is conflicted from representing the City Council in this matter as it involves complaints being made against Council members and the City Manager.

I am forwarding Councilman Hedquist's request to you for your review and representation of the City Council as you have been representing the Council in the conflict of interest issues and its related matters.

Please feel free to contact me should you have any questions regarding any of the above.

Sincerely,

A handwritten signature in black ink, appearing to read "William C. Luben", is written over a horizontal line.

William C. Luben  
City Attorney

Enclosure

Cc: All Members of the Casper City Council via e-mail.  
John C. Patterson, City Manager via e-mail.

**COPIES**

William C. Luben  
City of Casper, City Attorney's Office  
City Hall Building  
200 North David Street  
Casper, WY 82601-1815

RE: Request for Investigation on potential violation of Ethics Ordinance

Dear Bill:

I am writing this letter as a Casper City Councilmember. The Casper Star Tribune has made public the audio recordings of phone conversations recorded at the Casper Police Department. I have reviewed the audio of these conversations available on trib.com several times. These conversations are between John Patterson, city manager, and Chief of Police Wetzel, and occur on March 4, 2014, and March 5, 2014. The content of these conversations reveal multiple possible violations of Wyoming law by John Patterson, Chief Wetzel, and even council members.

- 1) In the March 4, 2014, conversation, John Patterson specifically requests that Chief Wetzel run a license plate, and asks whether that would be legal. Chief Wetzel replies that using the federal data bank would not be legal because searches through the federal system require the officer to input a "law enforcement purpose" for the search, but that there should be no problem with running a "local check." As far as I know, even though officers don't have to input their purpose when running a state or local check, it is still required by 4<sup>th</sup> Amendment case law that the officer have a legitimate "law enforcement purpose" to run any license plate number through any system, because running the plate gives the person access to private information. The contents of both the conversations seem to indicate that Chief Wetzel did run the plate, but that giving Patterson the information was "not worth the squeeze." At the very least, Patterson knew running a license plate search wasn't ethical or good policy because he requests that Wetzel not send Patterson the information in an email so as to avoid a paper trail. These actions could constitute a violation of Wyoming law:
  - a. **Wyo. Stat. § 9-13-105. Misuse of office.**
    - (a) A public official, public member or public employee shall not use public funds, time, personnel, facilities or equipment for his private benefit or that of another unless the use is authorized by law.
  - b. **Wyo. Stat. § 9-13-109. Penalties.**
    - (a) Any person who violates this act is guilty of a misdemeanor punishable upon conviction by a fine of not more than one thousand dollars (\$ 1,000.00).

(b) Violation of any provision of this act constitutes sufficient cause for termination of a public employee's employment or for removal of a public official or public member from his office or position.

(c) If any action is prohibited both by this act and any provision of title 6, the provisions of this act shall not apply and the provisions of title 6 shall apply.

**c. Wyo. Stat. § 6-5-107. Official misconduct; penalties.**

(a) A public servant or public officer commits a misdemeanor punishable by a fine of not more than five thousand dollars (\$ 5,000.00), if, with intent ... maliciously to cause harm to another, he knowingly:

(i) Commits an unauthorized act relating to his official duties

**d. Wyo. Stat. § 6-5-113. Removal from office after judgment of conviction.**

A judgment of conviction rendered under W.S. 6-5-102 through 6-5-112 and 6-5-117 against any public servant, ... shall result in removal from office or discharge from employment.

The request to run the plates of a vehicle was requested by Councilwoman Kenyne Schlager to John Patterson. Kenyne has admitted to the press that she did request the plates run to see if Councilman Hedquist was living outside of his ward. During a recent council meeting, it was admitted by Councilman Hopkins that he became aware that Hedquist had purchased a house in his ward. Instead of asking Councilman Hedquist if he had moved or why he bought a second house, it could be assumed that he discussed with other council members which resulted in Kenyne's request to John Patterson. Mr. Patterson should have informed Kenyne at that time that plates could not be run or sought a legal opinion from the City Attorney. However, more in line with the ethical and civil duties of each Council Member, Hopkins, Schlager and/or Patterson should have asked Craig directly.

A request for a full investigation of the facts and potential violations of the Wyoming Statutes and City Ordinances should proceed based on these admitted facts. In the investigation, all databases should be searched during the March, 2014 time frame to see if an actual search did occur. It has been represented that no search was completed but only an investigation into those records will provide concrete proof. If the investigation demonstrates a potential violation of the Wyoming Statutes or City Ordinances, it should be brought to the Council's attention and the investigation shall be provided to the proper authorities for consideration of criminal activity as well as brought to the Council for discussion on how to proceed under the current Ordinances.

- 2) In the March 5, 2014, phone conversation, Wetzel and Patterson also discuss the dissemination of confidential personnel information of the police department, specifically relating to the retirement of certain individuals. Patterson admits to discussing this information with Mike Burnett, executive director of United Way. If city officials are discussing confidential personnel information with unauthorized individuals, it is a violation of Wyoming law.

**a. Wyo. Stat. § 9-13-105. Misuse of office.**

(c) A public official, public employee or public member shall not disseminate to another person official information which the public official, public employee or public member obtains through or in connection with his position, unless the information is available to the general public or unless the dissemination is authorized by law.

This matter should also be investigated by the City Attorney's office or an agent thereof. Personnel information is extremely confidential and should not be released to any entity or person without the proper releases.

- 3) In the March 5, 2014 conversation, Patterson admits that at least three council people told him that in the executive session, Councilman Goodenough got "beat up" in executive session, that "3 council people thumped him for an hour." This admission is that three Council members violated Wyoming law pertaining to the confidentiality of executive sessions.

**a. Wyo. Stat. § 16-4-405. Executive Sessions.**

(b) ... minutes and proceedings of executive sessions shall be confidential and produced only in response to a valid court order.

An investigation into the identification of the three council members should be completed and the exact release of confidential information should be provided. Executive sessions have strict rules for discussions and keeping the information confidential. It is also disturbing that the City Council members were "bragging" on how Councilmember Goodenough was "beat up" and "thumped". In the various discussions during work sessions and general meetings regarding the ethical rules, it has been stated by many that civility needs to return to the Council. These statements along with running of the plates and requesting secret cameras be placed into the Council locker rooms demonstrates that those are only words and the actions of some Councilmembers clearly demonstrate the opposite.

- 4) When it became necessary for the City to purchase a compactor for the Baler at the City Disposal Unit, John Patterson presented a Sole source (non-bid) item for the purchase of the compactor from Wyoming Machinery. (around 500K) The Council approved this purchase of a sole source (non-bid) item without the disclosure by John Patterson that his wife, Cindy Patterson works for Wyoming Machinery in a executive administrative assistant (or like) position. This is a direct conflict of interest as a direct family member has an employment and financial interest in a vendor in a non-bid situation. While I know Wyoming Machinery is a upstanding, ethical vender and Cat equipment is worldwide known and accepted... once again Mr. Patterson has not lived up to the code of ethics and disclosed his conflict of interest. I'm not sure what constitutes actions "above reproach" but this certainly doesn't.

As these matters are urgent and involve the City Manager, Chief of Police and various Council Members, I believe an independent investigation should be completed. These

allegations are not made lightly and should be taken seriously by your office, the Council and the City of Casper. If you need further information on any of these events, I will provide what additional information that I have obtained.

Sincerely

A handwritten signature in black ink, appearing to read "C. Hedquist", with a long, sweeping horizontal stroke at the end.

Councilman Craig Hedquist

cc: John Patterson and Members of City Council