

REGULAR COUNCIL MEETING  
Tuesday, October 3, 2017  
6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE SEPTEMBER 19, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 24, 2017
4. CONSIDERATION OF BILLS AND CLAIMS

Public Safety



Sustainability  
of Assets & Services

5. PUBLIC HEARINGS

A. Ordinance

1. **Rezone the Former Roosevelt High School Property**, Located at 140 East K Street, from ED (Educational District) to C-2 (General Business).
2. Appeal of the Planning and Zoning Commission’s Decision to Deny a Requested **Zone Change** of Lots 1-4, Thomas D. Ross #1 Addition, Located at **802-808 North Washington Street** From R-3 (One to four Unit Residential) to C-2 (General Business).
3. Code Text Amendment to the **Historic Preservation Program**.

6. THIRD READING ORDINANCE

A. Consent

1. **Rezone 205 South Minnesota Avenue** from R-2 (One Unit Residential) to C-2 (General Business).
  - a. By Minute Action, **Table the Third Reading**.

7. SECOND READING ORDINANCE

A. Consent

1. Amending Chapter 17.68 of the Casper Municipal Code, Pertaining to **Gaming/Gambling in the C-2 (General Business) Zoning District**.

8. FIRST READING ORDINANCE

1. **Amending Chapter 5** of the Casper Municipal Code Pertaining to **Resort Liquor Licenses**.

9. RESOLUTIONS

A. Consent

1. Approving a **Franchise Extension Agreement** with **Rocky Mountain Power**.
2. Approving a **Natrona County Plat, “JBL Business Park”**.



9. RESOLUTIONS (continued)

A. Consent

3. Authorizing an Agreement with the **Central Wyoming Regional Water System Joint Powers Board**, in the Amount of \$28,035, for the **CPU Roof Replacement Project**.
4. Authorizing an Agreement with PlayCore Wisconsin, Inc., dba **GameTime c/o Great Western Recreation**, in the Amount of \$52,602.90, for the **Paradise Valley Park Playground Equipment**.
5. Authorizing Lease Agreement with the **Casper Figure Skating Club** for Use of the **Casper Ice Arena**.
6. Authorizing Change Order No. 4 with **Grizzly Excavating and Construction LLC**, in the Amount of \$22,075, for Phase II of the **15<sup>th</sup> and Elm Street Improvements Project**.
7. Authorizing Acceptance Certificate from the **Wyoming Department of Transportation** for the **CY Avenue and Poplar Street Intersection Reconstruction Project**.
8. Authorizing Change Order No. 2 with **Shamrock Environmental Corporation** for a Time Extension of Ninety Days for Fall Seeding Conditions for the **North Platte River Restoration Project, Wyoming Boulevard/Water Treatment Plant Site**.
9. Authorizing an Agreement with **High Plains Construction, Inc.**, in the Amount of \$203,995, for the **Casper Family YMCA Site Improvements – Bid Package #3**.
10. Authorizing the City to Update the **Designation of Being a Hybrid Entity** Specifically including Healthcare Components that handle **Protected Health Information as Part of the Health Insurance Portability and Accountability Act Carve Out**.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Public Safety



Sustainability  
of Assets & Services

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, October 17, 2017 – Council Chambers

6:00 p.m. Tuesday, November 7, 2017 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, October 10, 2017 – Council Meeting Room

4:30 p.m. Tuesday, October 24, 2017– Council Meeting Room

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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
OB	Office Business	OYD	Old Yellowstone District

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
September 19, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, September 19, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Laird, Morgan, Pacheco, Powell, and Walsh. Absent: Mayor Humphrey.

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

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action, excuse the absence of Mayor Humphrey. Motion passed.

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

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the September 5, 2017, regular Council meeting, as published in the Casper-Star Tribune on September 13, 2017. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by minute action, approve payment of the September 19, 2017, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
09/19/17

5TrailsRotary	Services	\$350.00
71Construction	Projects	\$75,475.06
A-1	Services	\$110.00
AAALandscaping	Services	\$236.60
ABurgess	Reimb	\$2,500.00
AHiatt	Reimb	\$26.75
AMBI	Services	\$1,261.40
AndrnHunt	Services	\$156,087.65
ArrowheadHeating	Services	\$180.00
Balefill	Services	\$103,864.43
BankOfAmerica	Goods	\$197,345.18
BHerbold	Refund	\$75.00
Carus	Goods	\$3,780.00
Caselle	Services	\$75.00
CasperHousingAuth	Projects	\$31,857.78
CasperPubUtilities	Services	\$128.15
CentralPaint&Body	Services	\$502.20
Centurylink	Services	\$14,223.98
Ch2mHill	Services	\$13,490.99
CistrixSystems	Services	\$6,440.00

CityofCasper	Services	\$223.25
CivilEngineeringProfessionals	Projects	\$20,973.52
CommTech	Goods	\$9,231.50
ComputerPros	Goods	\$2,978.00
Comtronix	Services	\$2,287.00
CowdinCleaning	Services	\$1,784.00
CPSM	training	\$1,167.44
DeltaDental	Services	\$44,637.30
DivergenceCreative	Supplies	\$300.00
DoubleDWelding	Services	\$50,527.50
DvdsnFxdMgmt	Services	\$3,549.03
EngDsgnAssoc	Services	\$3,030.00
EnvironmentalCivilSolutions	Services	\$3,924.00
FirstData	Services	\$31.06
FirstInterstateBank	Services	\$360.78
GhostTwnCnvs	Supp	\$200.00
GlobalSpect	Funding	\$82,909.91
GMarshInc	Services	\$20,271.83
GolderAssociates	Services	\$7,053.98
GrizzlyExcavating	Projects	\$327,226.28
GrizzlyExcvtng	Services	\$755.42
HallsCstmPvng	Svc	\$36,324.00
HDR Engineering	Projects	\$6,920.34
HedquistConst	Services	\$4,386.87
HedquistConstruction	Projects	\$82,669.29
Hedquist	Svc	\$2,600.00
Homax	Goods	\$3,520.91
Hose&Rbr	Goods	\$10,240.02
HRood	Reimb	\$184.00
InbergMillerEngineers	Services	\$21,857.10
IndstrlContnrSvc	Goods	\$3,587.10
ISC	Supplies	\$7,072.50
KBlagg	Refund	\$16.91
KCobb	Refund	\$33.48
KubwaterResources	Goods	\$4,839.01
LnclnNtlLife	Services	\$270.63
LoganSimpsonDsn	Services	\$2,988.75
Lower&Co	Svc	\$300.00
LWitko	Services	\$500.00
McMurryReadyMix	Goods	\$298.38
NationalBenefitServices	Services	\$420.60
NicolaysenMuseum	Funding	\$25,490.30
NrthrnLghtsMfg	Services	\$600.00
OfficeStateLands	Services	\$3,434.22
Pepsi	Goods	\$199.68
Pntwrks	Services	\$191.87

PostalPros	Services	\$5,745.17
PvrtyRestncFoodPntry	Funding	\$10,874.33
RecyklingIndRepairs	Services	\$58,808.81
RegionalWater	Services	\$897,240.68
RiverOaksComm	Services	\$6,225.75
RockyMtnPower	Services	\$82,293.68
ScsAquaterra	Services	\$47,212.31
SkylineRanches	Services	\$364.61
Smarsh	Services	\$1,775.50
SmithDetection	Services	\$68,395.00
SuperiorInd	Services	\$5,441.54
SWL	Services	\$21,635.00
TretoConstruction	Projects	\$124,850.72
TrihydroCorp	Projects	\$13,863.58
Tweed'sWholesale	Goods	\$319.54
VisionServicePlan	Services	\$1,509.62
VSalazar	Reimb	\$500.00
WardwellWater&Sewer	Services	\$242.60
WERCSCcommunications	Services	\$4,047.99
WesternWaterConsult	Services	\$18,263.68
WestlandPark	Services	\$1,567.33
WorthingtonLenhart&Carpenter	Services	\$1,188.75
		\$2,782,744.12

Mayor Pro Tem Pacheco introduced Aaron Kloke, City of Casper Associate Planner. Mr. Kloke announced that the City of Casper had been recently awarded the Sheldon D. Gerber Merit Award for Excellence in Environmental Planning at the Annual Western Planner Conference. This award recognized the “Generation Casper” Comprehensive Plan recently completed by the City of Casper. Mr. Kloke thanked Council and others involved in the project for their support, and then he presented the award to Mayor Pro Tem Pacheco.

Moved by Councilmember Johnson, seconded by Councilmember Huckabay, to, by minute action: establish October 3, 2017, as the public hearing date for the consideration of an ordinance to rezone the former Roosevelt High School property, located at 140 East K Street, from ED (Educational District) to C-2 (General Business) and the appeal of the Planning and Zoning Commission’s decision to deny a requested zone change of Lots 1-4, Thomas D. Ross #1 Addition, located at 802-808 North Washington Street from R-3 (one to four Unit Residential) to C-2 (General Business). Motion passed.

Mayor Pro Tem Pacheco opened the public hearing for the consideration of an amendment to Chapter 17.68 of the Casper Municipal Code, pertaining to Gaming/Gambling in the C-2 (General Business) Zoning District.

Interim City Attorney Chambers entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated August 28, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated August 28, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the amendment to Chapter 17.68, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 13-17  
AN ORDINANCE AMENDING CHAPTER 17.68 OF THE  
CASPER MUNICIPAL CODE, PERTAINING TO  
GAMING/GAMBLING IN THE C-2 (GENERAL BUSINESS)  
ZONING DISTRICT.

Councilmember Huckabay presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. Councilmember Walsh further explained the legalized gaming/gambling involved with this ordinance. Motion passed.

Mayor Pro Tem Pacheco opened the public hearing for the consideration of the code text amendment to the Historic Preservation Program. Moved by Councilmember Laird, seconded by Councilmember Walsh, to, by minute action, continue the public hearing to the October 3, 2017 regular City Council meeting. Motion passed.

Mayor Pro Tem Pacheco opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 36, to Duane W. Jensen d/b/a Charlie T's Pizza, located at 112 East 2<sup>nd</sup> Street.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Tracey L. Belser, to J. Carter Napier, dated August 29, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated August 12, 2017, an affidavit of website publication, as published on the City of Casper website, dated August 30, 2017, and the Liquor License application filed August 4, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Restaurant Liquor License No. 36, the public hearing was closed.

Moved by Councilmember Morgan, seconded by Councilmember Hopkins, to, by minute action, authorize the issuance of Restaurant Liquor License No. 36.

Councilmember Laird asked if the license applicant had come before Council. Duane Jensen, the license applicant, was present and came forward to introduce himself. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action cancel the public hearing for the transfer of Retail Liquor License No. 28 from Sunrise Center, LLC, d.b.a. Prime Time, Located at 4370 South Poplar to MSC Strand, LLC, d.b.a. Stranded in the Alley, Located at 4370 South Poplar. Motion passed.

Mayor Pro Tem Pacheco opened the public hearing for the consideration of the Fiscal Year 2016-2017 Community Development Block Grant Consolidated Annual Plan Evaluation Report (CAPER).



Interim City Attorney Chambers entered two (2) exhibits: Correspondence from Liz Becher, to J. Carter Napier, dated August 28, 2017, and an Affidavit of Publication, as published in the Casper-Star Tribune, dated August 22, 2017. City Manager Napier provided a brief report and introduced Joy Clark, City of Casper Community Development Technician. Ms. Clark presented an overview of the CAPER.

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

Mayor Pro Tem Pacheco noted that no action was required by Council this evening on this matter. Councilmembers Huckabay and Powell thanked Ms. Clark for her dedication to this program.

Following ordinance read:

ORDINANCE NO. 12-17  
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOT 4  
AND A PORTION OF LOT 5, BLOCK 8 OF THE EAST  
TERRACES ADDITION SUBDIVISION IN THE CITY OF  
CASPER, WYOMING.

Councilmember Powell presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Johnson. Councilmembers Laird and Walsh made statements on the subject and expressed their concerns with the zone change. Councilmember Huckabay expressed her support for the zone change. Councilmembers Laird and Walsh voted nay. Motion passed.

The following resolution was considered, by consent agenda:

RESOLUTION NO. 17-180  
A RESOLUTION RESCINDING RESOLUTION NO. 17-103,  
APPROVAL OF THE EXECUTION OF AN AGREEMENT  
WITH FULL CONTACT CONCRETE, LLC FOR THE 2<sup>ND</sup>  
STREET CONCRETE REPAIRS PROJECT.

Councilmember Morgan presented the foregoing one (1) resolution for adoption. Seconded by Councilmember Johnson. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by consent minute action:

1. authorize the purchase of one (1) tandem axle truck, with dump body, salt spreader, and plow, in the estimated amount of \$205,147.00 before trade-in allowance, from CMI-Teco.
2. authorize the purchase of one (1) new tandem axle Mack truck chassis, in the estimated amount of \$139,896.00 from CMI-Teco.
3. authorize the purchase of one (1) new Tandem Axle Mack Truck Chassis, in the estimated amount of \$140,632.00 from CMI-Teco.
4. authorize the purchase of one (1) new front end loader, in the estimated amount of \$168,748.00 before trade-in allowance, from Wyoming Machinery Company.
5. authorize the purchase of one (1) new tandem axle Mack truck chassis, in the estimated amount of \$116,680.00 before trade-in allowance, from CMI-Teco.

Motion passed.

Individuals addressing the Council were: Dennis Steensland, 533 S. Washington, stating concerns about C-2 zoning, asking about gambling at Galloways, purchases from CMI-Teco, eclipse associated costs, the former Plains Furniture Building, and prayer at meetings; and Deb Cheatham, 333 S. Socony, requesting information be released regarding the complaint she filed for the violation of the open meetings act pursuant to the written decision of the court.

Mayor Pro Tem Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, September 26, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, October 3, 2017, in the Council Chambers.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:10 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Tracey L. Belser  
City Clerk

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Ray Pacheco  
Mayor Pro Tem

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

<b>71 CONSTRUCTION, INC.</b>	103682C DOLOMITE	\$3,737.49
	<b>Subtotal for Cost Center Parks:</b>	<b>\$3,737.49</b>
	14494HP 1/2" HOT MIX ASPHALT	\$271.62
	14516HP 1/2" HOT MIX ASPHALT	\$15,444.00
	14582HP 1/2" HOT MIX ASPHALT	\$471.42
	14557HP 1/2" HOT MIX ASPHALT	\$732.24
	14554HP 1/2" HOT MIX ASPHALT	\$217.62
	14584HP 1/2" HOT MIX ASPHALT	\$252.72
	<b>Subtotal for Cost Center Streets:</b>	<b>\$17,389.62</b>
	<b>Vendor Subtotal:</b>	<b>\$21,127.11</b>
<b>A.M.B.I. &amp; SHIPPING, INC.</b>	17-08-410 POSTAGE	\$17.36
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$17.36</b>
	17-08-412 POSTAGE	\$19.50
	<b>Subtotal for Cost Center Information Services:</b>	<b>\$19.50</b>
	17-08-414 POSTAGE	\$101.85
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$101.85</b>
	17-08-417 POSTAGE	\$15.96
	<b>Subtotal for Cost Center Parks:</b>	<b>\$15.96</b>
	17-08-415 POSTAGE	\$11.16
	<b>Subtotal for Cost Center Water:</b>	<b>\$11.16</b>
	<b>Vendor Subtotal:</b>	<b>\$165.83</b>
<b>AARON TRUJILLO</b>	6800 CLOTHING REIMBURSEMENT	\$214.16
	<b>Subtotal for Cost Center Police:</b>	<b>\$214.16</b>
	<b>Vendor Subtotal:</b>	<b>\$214.16</b>
<b>ALL TREES, LLC</b>	821 WEED MOWING	\$686.53
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$686.53</b>
	<b>Vendor Subtotal:</b>	<b>\$686.53</b>
<b>APPLE COMPUTER, INC.</b>	4452445509 INTEL SOFTWARE	\$299.99
	4452731564 INTEL LAPTOP	\$2,959.00
	<b>Subtotal for Cost Center Police Grants:</b>	<b>\$3,258.99</b>
	<b>Vendor Subtotal:</b>	<b>\$3,258.99</b>
<b>BAR-D SIGNS, INC.</b>	32625 STRIPING NEW VEHICLE	\$880.69
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$880.69</b>
	<b>Vendor Subtotal:</b>	<b>\$880.69</b>
<b>BARRUS, ERIC</b>	0029480507 UTILITY REFUND	\$75.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>BIG WIND MEDIA, INC.</b>	8922 DOMAIN NAME	\$30.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$30.00</b>

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

### BLACK HILLS ENERGY

	<b>Vendor Subtotal:</b>	<b>\$30.00</b>
AP00018309221704 NATURAL GAS		\$2,282.29
AP00019709221704 NATURAL GAS		\$3,712.34
AP00023209221704 NATURAL GAS		\$2,456.24
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$8,450.87</b>
RIN0028063 NATURAL GAS		\$71.67
AP00022909221704 NATURAL GAS		\$294.51
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$366.18</b>
AP00018709221704 NATURAL GAS		\$15.00
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$15.00</b>
AP00022609221704 NATURAL GAS		\$33.28
	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$33.28</b>
AP00018509221704 NATURAL GAS		\$15.00
AP00018909221704 NATURAL GAS		\$28.08
AP00019009221704 NATURAL GAS		\$70.00
AP00022709221704 NATURAL GAS		\$751.66
	<b>Subtotal for Cost Center City Hall:</b>	<b>\$864.74</b>
AP00018609221704 NATURAL GAS		\$24.27
AP00023009221704 NATURAL GAS		\$252.82
AP00023809221704 NATURAL GAS		\$102.43
	<b>Subtotal for Cost Center Fire:</b>	<b>\$379.52</b>
AP00019409221704 NATURAL GAS		\$229.56
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$229.56</b>
AP00019509221704 NATURAL GAS		\$99.86
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$99.86</b>
AP00018809221704 NATURAL GAS		\$35.87
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$35.87</b>
AP00018409221704 NATURAL GAS		\$286.30
	<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$286.30</b>
AP00019209221704 NATURAL GAS		\$102.67
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$102.67</b>
AP00022209221704 NATURAL GAS		\$54.84
	<b>Subtotal for Cost Center Parks:</b>	<b>\$54.84</b>
AP00019109221704 NATURAL GAS		\$564.27
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$564.27</b>
AP00019309221704 NATURAL GAS		\$17.73
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$17.73</b>

# Bills & Claims

City of Casper

09/20/2017 to 10/03/2017

## Newspaper Report

	AP00022809221704 NATURAL GAS	\$1,407.12
	AP00023709221704 NATURAL GAS	\$38.94
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,446.06</b>
	AP00023109221704 NATURAL GAS	\$78.75
	AP00023309221704 NATURAL GAS	\$108.76
	<b>Subtotal for Cost Center Water:</b>	<b>\$187.51</b>
	RIN0028054 NATURAL GAS	\$645.06
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$645.06</b>
	<b>Vendor Subtotal:</b>	<b>\$13,779.32</b>
<b>BRENNTAG PACIFIC, INC.</b>	BPI763858 CHEMICALS	\$14,032.15
	BPI763859 CHEMICALS	\$13,781.85
	BPI763860 CHEMICALS	\$14,196.88
	BPI763861 CHEMICALS	\$13,805.59
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$55,816.47</b>
	<b>Vendor Subtotal:</b>	<b>\$55,816.47</b>
<b>CASPER AREA TRANSPORTATION COALITION</b>	2017-801 FTA CATC BILLS	\$31,833.00
	2017-802 FTA BUS BILLS	\$37,135.00
	2017-803 CITY CATC BILLS	\$30,335.00
	2017-804 CITY BUS BILLS	\$33,216.00
	<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$132,519.00</b>
	<b>Vendor Subtotal:</b>	<b>\$132,519.00</b>
<b>CASPER HOUSING AUTHORITY</b>	270 FY18 1%#15 ONE CENT FUNDING	\$16,397.24
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$16,397.24</b>
	<b>Vendor Subtotal:</b>	<b>\$16,397.24</b>
<b>CASPER PLANETARIUM</b>	20170725 ADMISSIONS	\$193.00
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$193.00</b>
	<b>Vendor Subtotal:</b>	<b>\$193.00</b>
<b>CENTER FOR PUBLIC SAFETY MANAGEMENT LLC</b>	1434 TRAVEL EXPENSES PER CONTRACT	\$1,134.12
	<b>Subtotal for Cost Center City Manager:</b>	<b>\$1,134.12</b>
	<b>Vendor Subtotal:</b>	<b>\$1,134.12</b>
<b>CENTRAL WY. SENIOR SVCS., INC.</b>	08022017 FY18 1%#15 ONE CENT FUNDING	\$22,400.50
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$22,400.50</b>
	<b>Vendor Subtotal:</b>	<b>\$22,400.50</b>
<b>CENTURYLINK</b>	RIN0028064 PHONE USE	\$76.12
	RIN0028064 PHONE USE	\$46.66
	<b>Subtotal for Cost Center Casper Events Center:</b>	<b>\$122.78</b>
	RIN0028064 PHONE USE	\$38.46
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$38.46</b>
	RIN0028061 PHONE USE	\$154.12
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$154.12</b>

# Bills & Claims

City of Casper

09/20/2017 to 10/03/2017

## Newspaper Report

	RIN0028064 PHONE USE	\$45.32
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$45.32</b>
	RIN0028090 PHONE USE	\$289.53
	RIN0028090 PHONE USE	\$45.87
	<b>Subtotal for Cost Center Police:</b>	<b>\$335.40</b>
	RIN0028069 PHONE USE	\$43.31
	RIN0028090 PHONE USE	\$63.99
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$107.30</b>
	RIN0028090 PHONE USE	\$45.22
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$45.22</b>
	<b>Vendor Subtotal:</b>	<b>\$848.60</b>
<b>CH DIAGNOSTIC &amp; CONSULTING SVC., INC.</b>	20170879 EPA COMPLIANCE	\$440.00
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$440.00</b>
	<b>Vendor Subtotal:</b>	<b>\$440.00</b>
<b>CIGNA HEALTH &amp; LIFE INSURANCE COMPANY</b>	2179310 PLAN ADMIN FEES	\$11,383.96
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$11,383.96</b>
	<b>Vendor Subtotal:</b>	<b>\$11,383.96</b>
<b>CITY OF CASPER</b>	5128/154550 GIS SERVICES FEE	\$657.78
	5128/154550 GIS SERVICES FEE	\$6,258.89
	5128/155445 GIS SERVICES FEE	\$657.78
	5128/155445 GIS SERVICES FEE	\$6,258.89
	<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$13,833.34</b>
	<b>Vendor Subtotal:</b>	<b>\$13,833.34</b>
<b>CITY OF CASPER - BALEFILL</b>	734/155530 SANITATION	\$15.00
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$15.00</b>
	247/155451-454 SANITATION	\$375.00
	247/155544 SANITATION	\$48.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$423.00</b>
	2772/155270-281 SANITATION	\$5,930.42
	2772/155308-345 SANITATION	\$11,503.68
	2772/155376 SANITATION	\$5,496.61
	2772/155477-485 SANITATION	\$5,833.60
	2772/155418 SANITATION	\$4,882.83
	2772/155517 SANITATION	\$6,017.41
	2772/155541 SANITATION	\$5,960.54
	2772/155576 SANITATION	\$5,463.71
	2772/155636 SANITATION	\$5,226.87
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$56,315.67</b>
	1276/155268 SANITATION	\$113.74
	1276/155539 SANITATION	\$146.64
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$260.38</b>
	<b>Vendor Subtotal:</b>	<b>\$57,014.05</b>

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<b>CIVIL ENGINEERING PROFESSIONALS, INC.</b>	17-006-05 MCKINLEY STREET UNDERPASS	\$3,144.00
	<b>Subtotal for Cost Center Streets:</b>	<b>\$3,144.00</b>
	17-030-01 CY & VALLEY HILLS TANK VENTS	\$1,005.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$1,005.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,149.00</b>
<b>COMTRONIX, INC.</b>	20054394 ALARM MONITORING	\$119.85
	<b>Subtotal for Cost Center Police:</b>	<b>\$119.85</b>
	<b>Vendor Subtotal:</b>	<b>\$119.85</b>
<b>CRIME SCENE INFORMATION</b>	157-12-067 CRIME STOPPERS LINE	\$86.25
	<b>Subtotal for Cost Center Police:</b>	<b>\$86.25</b>
	<b>Vendor Subtotal:</b>	<b>\$86.25</b>
<b>CUSTOMIZED STRIPING LLC</b>	1018A PARKING LOT STRIPING	\$70.00
	1018A PARKING LOT STRIPING	\$280.00
	<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$350.00</b>
	<b>Vendor Subtotal:</b>	<b>\$350.00</b>
<b>DELTA DENTAL PLAN OF WY.</b>	RIN0028085 DENTAL PREMIUM	\$1,506.20
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,506.20</b>
	<b>Vendor Subtotal:</b>	<b>\$1,506.20</b>
<b>DENNIS NELSON</b>	726259962 CLOTHING ALLOWANCE	\$65.01
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$65.01</b>
	<b>Vendor Subtotal:</b>	<b>\$65.01</b>
<b>DOUBLE D WELDING &amp; FABRICATION INC.</b>	4238 STAIRS FOR SKI LIFT	\$8,685.00
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$8,685.00</b>
	<b>Vendor Subtotal:</b>	<b>\$8,685.00</b>
<b>DPC INDUSTRIES, INC.</b>	727000276-17 CHEMICALS	\$5,978.04
	727000282-17 CHEMICALS	\$5,993.77
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$11,971.81</b>
	<b>Vendor Subtotal:</b>	<b>\$11,971.81</b>
<b>EMB GOLF CARTS</b>	RIN0028062 TRIMMER LINE	\$93.62
	<b>Subtotal for Cost Center Parks:</b>	<b>\$93.62</b>
	<b>Vendor Subtotal:</b>	<b>\$93.62</b>
<b>ENTECH, INC</b>	17007-02 AERIAL & SURVEYING SERVICES	\$4,750.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$4,750.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,750.00</b>
<b>ENVIRONMENTAL &amp; CIVIL SOLUTIONS, LLC</b>	5150 PARKING LOT SURVEYING	\$1,190.00
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$1,190.00</b>
	5401-R LIFT STATION UPGRADES	\$630.00
	5141 TRUCK BARN SURGE TANK	\$185.40
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$815.40</b>

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	5148 FY12 COLLECTOR/ARTERIALS 1%#14	\$1,184.99
	<b>Subtotal for Cost Center Streets:</b>	<b>\$1,184.99</b>
	<b>Vendor Subtotal:</b>	<b>\$3,190.39</b>
<b>FIRST DATA MERCHANT SVCS CORP.</b>	REMI1265559 CREDIT CARD FEES	\$1,670.80
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$1,670.80</b>
	<b>Vendor Subtotal:</b>	<b>\$174.74</b>
	REMI1265560 CREDIT CARD FEES	\$174.74
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$174.74</b>
	<b>Vendor Subtotal:</b>	<b>\$1,845.54</b>
<b>FIRST INTERSTATE BANK</b>	RIN0028065 SERVICE CHARGES	\$693.21
	RIN0028066 LOCKBOX	\$2,103.43
	<b>Subtotal for Cost Center Finance:</b>	<b>\$2,796.64</b>
	<b>Vendor Subtotal:</b>	<b>\$2,796.64</b>
<b>FIRST INTERSTATE BANK - PETTY CASH</b>	RIN0028076 PETTY CASH	\$25.00
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$25.00</b>
	<b>Vendor Subtotal:</b>	<b>\$21.11</b>
	RIN0028057 PETTY CASH	\$21.11
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$21.11</b>
	<b>Vendor Subtotal:</b>	<b>\$46.11</b>
<b>GINA BUTLER</b>	RIN0028075 UTILITY REFUND	\$43.39
	<b>Subtotal for Cost Center Water:</b>	<b>\$43.39</b>
	<b>Vendor Subtotal:</b>	<b>\$43.39</b>
<b>GLOBAL SPECTRUM L.P.</b>	201718-04 NET OPERATIONS LOSS FEE	\$82,909.91
	201718TS-13 WY COWBOY HALL/FAME - TICKETS	\$21,958.50
	201718TS-14 NCSD V-BALL INV - TICKETS	\$9,824.00
	201718TS-11 AARON TIPPIN CONCERT - TICKETS	\$8,439.50
	201718TS-12 SKILLET CONCERT - TICKETS	\$5,028.00
	<b>Subtotal for Cost Center Casper Events Center:</b>	<b>\$128,159.91</b>
	<b>Vendor Subtotal:</b>	<b>\$128,159.91</b>
<b>GSG ARCHITECTURE</b>	17200 DESIGN & CONSTRUCTION ADMIN	\$3,827.50
	<b>Subtotal for Cost Center Fire:</b>	<b>\$3,827.50</b>
	<b>Vendor Subtotal:</b>	<b>\$3,827.50</b>
<b>HACH CO., CORP.</b>	10626718 LAB SUPPLIES	\$855.43
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$855.43</b>
	<b>Vendor Subtotal:</b>	<b>\$855.43</b>
<b>HALL'S CUSTOM PAVING &amp; EXCAVATION, INC.</b>	522 PARKING LOT REPAIRS	\$39,200.00
	522 PARKING LOT REPAIRS	\$9,800.00
	522 RETAINAGE	-\$432.00
	<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$48,568.00</b>
	<b>Vendor Subtotal:</b>	<b>\$48,568.00</b>
<b>HDR ENGINEERING, INC.</b>	1200073156 WATER RIGHTS & SUPPLY ANALYSIS	\$6,702.50
	<b>Subtotal for Cost Center Water:</b>	<b>\$6,702.50</b>



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<b>HEDQUIST CONSTRUCTION, INC.</b>	RIN0028043 RETAINAGE	<b>Vendor Subtotal:</b>	<b>\$6,702.50</b>
			-\$2,600.00
	<b>Subtotal for Cost Center Capital Projects - Parks:</b>		<b>-\$2,600.00</b>
	RIN0028043 FY16 ROBERTSON ROAD TRAIL MATC		\$5,200.00
	RIN0028043 FY16 ROBERTSON RD TRAIL EXT TA		\$20,800.00
	<b>Subtotal for Cost Center Parks:</b>		<b>\$26,000.00</b>
<b>HEWLETT PACKARD CO.</b>	58761174 PRINTER	<b>Vendor Subtotal:</b>	<b>\$23,400.00</b>
			\$2,901.07
	<b>Subtotal for Cost Center Hogadon:</b>		<b>\$2,901.07</b>
<b>HIGH PLAINS CONSTRUCTION, INC.</b>	2017-Asp 33 HOT MIX	<b>Vendor Subtotal:</b>	<b>\$2,901.07</b>
			\$224.10
	<b>Subtotal for Cost Center Streets:</b>		<b>\$224.10</b>
<b>HOMAX OIL SALES, INC.</b>	0379480-IN FUEL	<b>Vendor Subtotal:</b>	<b>\$224.10</b>
	0379481-IN FUEL		\$17,086.84
	<b>Subtotal for Cost Center Fleet Maintenance:</b>		<b>\$32,479.71</b>
	0379000-IN FUEL		\$1,780.46
	<b>Subtotal for Cost Center Golf Course:</b>		<b>\$1,780.46</b>
<b>INDUSTRIAL REPAIR SERVICE, INC.</b>	207940 REPEATER POWER SUPPLY REPAIR	<b>Vendor Subtotal:</b>	<b>\$34,260.17</b>
			\$247.04
	<b>Subtotal for Cost Center Water Treatment Plant:</b>		<b>\$247.04</b>
<b>INSTALLATION &amp; SVC. CO.</b>	268312 RETAINAGE	<b>Vendor Subtotal:</b>	<b>\$247.04</b>
			-\$5,727.50
	<b>Subtotal for Cost Center Capital Projects - Streets:</b>		<b>-\$5,727.50</b>
	268312 E 26TH ST IMPROVEMENTS		\$57,275.00
	<b>Subtotal for Cost Center Streets:</b>		<b>\$57,275.00</b>
<b>JASON GREENWOOD</b>	080217358 TOOL REIMBURSEMENT	<b>Vendor Subtotal:</b>	<b>\$51,547.50</b>
			\$126.62
	<b>Subtotal for Cost Center Fleet Maintenance:</b>		<b>\$126.62</b>
<b>KATHRYN HALLOCK</b>	RIN0028005 CLOTHING/BOOT REIMBURSEMENT	<b>Vendor Subtotal:</b>	<b>\$126.62</b>
			\$140.38
	<b>Subtotal for Cost Center Parks:</b>		<b>\$140.38</b>
<b>KGWC-TV</b>	18459-1 ADVERTISING	<b>Vendor Subtotal:</b>	<b>\$140.38</b>
			\$200.00
	<b>Subtotal for Cost Center Golf Course:</b>		<b>\$200.00</b>
<b>KIGHT, CASSANDRA/BLAKE</b>	0029480509 UTILITY REFUND	<b>Vendor Subtotal:</b>	<b>\$200.00</b>
			\$24.45
	<b>Subtotal for Cost Center Water:</b>		<b>\$24.45</b>
		<b>Vendor Subtotal:</b>	<b>\$24.45</b>

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<b>KNIFE RIVER/JTL</b>	13-42-1 RETAINAGE	-	\$834.93
	<b>Subtotal for Cost Center Capital Projects - Parks:</b>		<b>-\$834.93</b>
	13-42-1 ROBERTSON RD N PATHWAY		\$6,679.46
	13-42-1 ROBERTSON RD N PATHWAY		\$1,669.87
	<b>Subtotal for Cost Center Parks:</b>		<b>\$8,349.33</b>
	157092 HOT MIX ASPHALT		\$207.60
	157449 HOT MIX ASPHALT		\$203.40
	157735 HOT MIX ASPHALT		\$241.80
	157577 HOT MIX ASPHALT		\$201.00
	157143 HOT MIX ASPHALT		\$140.40
	156169 HOT MIX ASPHALT		\$302.61
	156301 HOT MIX ASPHALT		\$154.44
	<b>Subtotal for Cost Center Streets:</b>		<b>\$1,451.25</b>
	<b>KTWO TELEVISION</b>	<b>Vendor Subtotal:</b>	
20406 ADVERTISING			\$620.00
20479 ADVERTISING			\$350.00
20574 ADVERTISING			\$60.00
<b>Subtotal for Cost Center Golf Course:</b>		<b>\$1,030.00</b>	
<b>LARRY SKILES</b>	<b>Vendor Subtotal:</b>		<b>\$1,030.00</b>
	RIN0028078 E CASPER ZONE II EASEMENT		\$2,177.50
	RIN0028078 E CASPER ZONE II EASEMENT		\$1,072.50
<b>Subtotal for Cost Center Water:</b>		<b>\$3,250.00</b>	
<b>LAURA SKILES</b>	<b>Vendor Subtotal:</b>		<b>\$3,250.00</b>
	RIN0028077 E CASPER ZONE II EASEMENT		\$2,177.50
	RIN0028077 E CASPER ZONE II EASEMENT		\$1,072.50
<b>Subtotal for Cost Center Water:</b>		<b>\$3,250.00</b>	
<b>LAURA WELLS</b>	<b>Vendor Subtotal:</b>		<b>\$3,250.00</b>
	073015 CLOTHING REIMBURSEMENT		\$254.01
	<b>Subtotal for Cost Center Police:</b>		<b>\$254.01</b>
<b>MCCI, LLC</b>	<b>Vendor Subtotal:</b>		<b>\$254.01</b>
	00012200 SERVICES FOR LASERFICHE		\$10,273.20
	<b>Subtotal for Cost Center Finance:</b>		<b>\$10,273.20</b>
<b>MCGOONAN, DAVID</b>	<b>Vendor Subtotal:</b>		<b>\$10,273.20</b>
	0029480504 UTILITY REFUND		\$44.33
	<b>Subtotal for Cost Center Water:</b>		<b>\$44.33</b>
<b>MCMURRY READY MIX CO.</b>	<b>Vendor Subtotal:</b>		<b>\$44.33</b>
	225647 CONCRETE		\$217.00
	<b>Subtotal for Cost Center Sewer:</b>		<b>\$217.00</b>
	<b>Vendor Subtotal:</b>		<b>\$44.33</b>
	225612 ULTRA FIBER		\$355.50
	<b>Subtotal for Cost Center Streets:</b>		<b>\$355.50</b>
	225690 CONCRETE		\$108.50

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		<b>Subtotal for Cost Center Water:</b>	<b>\$108.50</b>
		<b>Vendor Subtotal:</b>	<b>\$681.00</b>
<b>MERRILYN F. WALZ, INC.</b>	3704 COURT SERVICES		\$43.90
		<b>Subtotal for Cost Center City Attorney:</b>	<b>\$43.90</b>
		<b>Vendor Subtotal:</b>	<b>\$43.90</b>
<b>NATRONA COUNTY CLERK</b>	RIN0028071 RECORDING FEES		\$180.00
		<b>Subtotal for Cost Center Planning:</b>	<b>\$180.00</b>
		<b>Vendor Subtotal:</b>	<b>\$180.00</b>
<b>NATRONA COUNTY HEALTH DEPT.</b>	24100 FY18 1%#15 ONE CENT FUNDING		\$22,500.00
		<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$22,500.00</b>
		<b>Vendor Subtotal:</b>	<b>\$22,500.00</b>
<b>NORDIC SOUND INCORPORATED</b>	140324 CHAMBERS AV SYSTEM PRO SERVICE		\$3,728.00
		<b>Subtotal for Cost Center City Manager:</b>	<b>\$3,728.00</b>
		<b>Vendor Subtotal:</b>	<b>\$3,728.00</b>
<b>OLSON AUTOBODY &amp; COLLISION CENTER</b>	7494 BODY SHOP REPAIRS		\$7,926.13
	RIN0028087 BODY SHOP REPAIRS		\$7,926.13
		<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$15,852.26</b>
		<b>Vendor Subtotal:</b>	<b>\$15,852.26</b>
<b>ONE CALL OF WY.</b>	45909 LOCATE TICKETS		\$446.51
		<b>Subtotal for Cost Center Sewer:</b>	<b>\$446.51</b>
	45909 LOCATE TICKETS		\$545.74
		<b>Subtotal for Cost Center Water:</b>	<b>\$545.74</b>
		<b>Vendor Subtotal:</b>	<b>\$992.25</b>
<b>P-CARD VENDORS</b>	00063992 URGENT CARE OF CASPER		\$58.00
	00063654 WALMART		\$54.92
	00063598 CRESCENT ELECTRIC		\$5.43
	00063687 RICOH USA		\$16.14
	00063698 HAWKINS		\$3,533.87
	00063741 HAWKINS		\$3,439.57
	00063769 SAMS CLUB		\$80.50
	00063294 MEADOW GOLD GREAT FALLS		\$159.35
	00063099 HARBOR FREIGHT TOOLS		\$76.95
	00063130 BAILEYS ACE HARDWARE		\$36.99
	00063167 WAL-MART		\$11.76
	00063235 SAMS CLUB		\$50.63
	00063369 NORCO		\$91.63
	00063415 NORCO		\$29.29
	00063522 LIFEGUARD STORE - ONLINE		\$70.00
	00062492 WAL-MART		\$21.84
	00062492 WAL-MART		\$5.96
		<b>Subtotal for Cost Center Aquatics:</b>	<b>\$7,742.83</b>
	00062306 MENARDS		\$59.25
	00062387 THE HOME DEPOT		\$73.65
	00063148 EXXONMOBIL		\$51.00

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00063276 STAPLES	\$319.99
00063282 BEST BUY	\$249.98
00063298 NATIONAL TOOL WAREHOUSE	\$75.39
00063307 ALSCO	\$451.75
00063343 WYOMING MACHINERY	\$1,507.50
00063344 BARGREEN WYOMING	\$47.95
00063344 BARGREEN WYOMING	\$95.90
00063349 HOSE & RUBBER SUPPLY	\$175.01
00063350 SHAWN'S JOHNS	\$130.00
00063352 WYOMING MACHINERY	\$1,507.50
00063372 WYOMING MACHINERY	\$1,519.50
00063379 WYOMING MACHINERY	\$1,807.50
00063380 WYOMING MACHINERY	\$1,507.50
00063382 HOSE & RUBBER SUPPLY	\$10,240.02
00063391 MENARDS	\$43.76
00063402 CPU IIT	\$88.60
00063424 AIRGAS CENTRAL	\$671.87
00063479 RESPOND FIRST AID	\$80.97
00063484 BARGREEN ELLINGSON	\$95.90
00063489 CASPER CONTRACTORS SUPPLY	\$389.32
00063497 BEST BUY	\$48.99
00063542 SAMS CLUB	\$96.28
00063548 HOSE & RUBBER SUPPLY	\$227.29
00063569 WYOMING MACHINERY	\$1,268.49
00063625 CASPER TIRE	\$32.50
00063651 BEARING BELT CHAIN	\$59.68
00063662 BAILEYS ACE HARDWARE	\$19.96
<b>Subtotal for Cost Center Balefill:</b>	<b>\$22,943.00</b>

00063688 SUMMIT ELECTRIC	\$210.00
00063480 BAILLYS PLUMBING AND HEATING	\$690.57
00063511 DAVIDSON MECHANICAL	\$90.00
00063535 CRESCENT ELECTRIC	\$87.38
00063334 THE UPS STORE	\$37.29
00063335 LONG BLDG. TECHNOLOGIES	\$220.40
00063378 BAILEYS ACE HARDWARE	\$8.37
00063494 SUMMIT ELECTRIC	\$105.00
00063581 SUMMIT ELECTRIC	-\$70.00
00063597 LONG BLDG. TECHNOLOGIES	\$354.00
00063628 CASPER WINNELSON	\$36.88
00063634 WW GRAINGER	\$41.82
00063636 DENNIS SUPPLY COMPANY	\$181.44
00063663 BAILEYS ACE HARDWARE	\$4.29
00063665 MENARDS	\$66.55
00063685 GEORGE T SANDERS	\$132.61
00063710 SHERWIN WILLIAMS	\$18.89
00063713 CASPER FIRE EXTINGUISHER	\$113.25
00063734 CRESCENT ELECTRIC	\$52.43
00063790 NORCO	\$233.26
00063799 BLOEDORN LUMBER	\$713.14
00063829 BLOEDORN LUMBER	-\$6.11
00063831 BLOEDORN LUMBER	\$27.08
00063842 BLOEDORN LUMBER	\$4.64
00063287 SHERWIN WILLIAMS	\$45.17

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00063290 CASPER WINNELSON	\$39.46
00063295 NORCO	\$77.50
00062727 REX ROBERTSON	\$300.00
00062744 CASPER WINNELSON	\$8.73
00063509 SUMMIT ELECTRIC	\$70.00
00063565 CASPER FIRE EXTINGUISHER	\$29.25
00062646 CRESCENT ELECTRIC	\$414.38
00062682 SHERWIN WILLIAMS	\$38.40
00062717 KONE	\$1,190.40
00062718 KONE	\$1,190.40
00062726 SHERWIN WILLIAMS	\$38.40
00062710 WESTERN WYOMING LOCK	\$10.00
00062478 BAILEYS ACE HARDWARE	\$5.99
00063307 ALSCO	\$245.52
00062537 AMAZON	\$85.47
00062608 CASPER WINNELSON	\$44.43
00062612 CASPER WINNELSON	\$177.21
00062636 CRESCENT ELECTRIC	\$119.00
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$7,482.89</b>
00063797 CASPER STAR TRIBUNE	\$170.52
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$170.52</b>
00063557 TORRINGTON SOD FARMS	\$217.00
00063102 BAILEYS ACE HARDWARE	\$423.78
00063244 CPS DISTRIBUTORS	\$15.33
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$656.11</b>
00063998 THOMSON WEST	\$133.74
00064040 THOMSON WEST	\$1,233.19
00064048 THOMSON WEST	\$99.23
00063329 TOP OFFICE PRODUCTS	\$175.47
00063410 WWW.LORMAN.COM	\$249.00
00063451 WYOMING TRIAL LAWYERS	\$125.00
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$2,015.63</b>
00063640 FEDEX	\$21.22
00062580 MOUNTAIN STATES LITHOGRAPHING	\$176.17
00062680 ATLAS OFFICE PRODUCTS	\$27.89
00062725 ATLAS OFFICE PRODUCTS	\$75.53
00063165 ATLAS OFFICE PRODUCTS	\$20.18
00063459 ATLAS OFFICE PRODUCTS	\$200.00
00063459 ATLAS OFFICE PRODUCTS	\$350.47
00063508 CASPER AREA CHAMBER	\$25.00
00063595 EXXONMOBIL	\$8.43
00063617 USPS	\$9.10
00063641 ATLAS OFFICE PRODUCTS	-\$20.18
<b>Subtotal for Cost Center City Manager:</b>	<b>\$893.81</b>
00063937 VERIZON	\$120.13
00062554 VERIZON	\$44.82
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$164.95</b>

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

00063502 SWEET TOMATOES	\$15.31
00063532 QDOBA	\$7.94
00063677 RED ROBIN	\$18.50
00063692 SAMS CLUB	\$45.57
00063403 ASSOCIATION OF PUBLIC SAFETLY COMMUNICATORS	\$179.00
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$266.32</b>
00063552 SAMS CLUB	\$58.24
00063768 AMAZON	\$294.95
00062552 CASPER STAR TRIBUNE	\$686.40
00063165 ATLAS OFFICE PRODUCTS	\$13.70
00063459 ATLAS OFFICE PRODUCTS	\$275.16
00063459 ATLAS OFFICE PRODUCTS	\$275.00
00063508 CASPER AREA CHAMBER	\$25.00
00063539 CASPER AREA CHAMBER	\$50.00
00063641 ATLAS OFFICE PRODUCTS	-\$13.77
<b>Subtotal for Cost Center Council:</b>	<b>\$1,664.68</b>
00063560 QUALITY OFFICE SOLUTIONS	\$50.96
00063560 QUALITY OFFICE SOLUTIONS	\$592.21
00063493 XEROX CORPORATION	\$153.45
00063518 XEROX CORPORATION	\$32.20
<b>Subtotal for Cost Center Engineering:</b>	<b>\$828.82</b>
00063273 GOVERNMENT FINANCE	\$305.00
00063808 BEST BUY	\$25.99
00063470 CASPER STAR TRIBUNE	\$93.40
00063649 CPU IIT	\$1,185.00
00062554 VERIZON	\$22.41
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,631.80</b>
00063563 KING SCHOOLS	-\$129.09
00063632 AMBI MAIL AND MARKETING	\$39.16
00063660 MURDOCH'S RANCH & HOME	\$117.93
00063669 COMTRONIX	\$732.00
00063674 EXXONMOBIL	\$12.97
00063690 NATIONAL FIRE PROTECTION	\$302.45
00063702 COMPRESSION LEASING	\$3,327.29
00063802 KOHL'S	\$180.01
00063881 SAMS CLUB	\$272.19
00063921 WALMART	\$11.40
00061900 KING SCHOOLS	\$129.00
00062566 FRONTIER	\$421.40
00062991 FRED-MEYER	\$22.39
00063201 FEDEX	\$82.00
00063448 EXXONMOBIL	\$24.29
00062209 SUTHERLANDS	\$28.82
00062596 EXXONMOBIL	\$51.47
00062743 OREILLY AUTO	\$12.59
00062804 EXXONMOBIL	\$41.94
00062865 EXXONMOBIL	\$12.30
00062912 WAL-MART	\$128.06
00062944 MENARDS	\$21.45

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

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00062946 JIMMY JOHNS	\$39.06
00062951 SMITHS FOOD	\$14.95
00062956 PIZZA HUT	\$89.49
00062969 PIZZA HUT	\$45.48
00062978 EXXONMOBIL	\$69.21
00062981 SMITHS FOOD	\$11.98
00063008 WITMEER PUBLIC SAFETY GROUP	\$71.38
00063023 LIFE ELEMENTS	\$263.50
00063036 EXXONMOBIL	\$53.84
00063055 INT'L CODE COUNCIL	\$240.00
00063071 EXXONMOBIL	\$41.93
00063094 WAL-MART	\$69.26
00063115 VENTURE TECHNOLOGY	\$315.67
00063126 NORCO	\$86.87
00063200 BUSH-WELLS SPORTING GOODS	\$3,385.71
00063237 WHEATLAND TRAVEL CENTER	\$60.76
00063241 EXXONMOBIL	\$59.29
00063375 COMMUNICATION TECHNOLOGIES	\$70.34
00063458 EXXONMOBIL	\$34.29
<b>Subtotal for Cost Center Fire:</b>	<b>\$10,865.03</b>

00063339 STOTZ EQUIPMENT	\$79.12
00063356 ATLAS REPRODUCTION	\$42.00
00063399 STOTZ EQUIPMENT	\$25.08
00063405 GOODYEAR COMMERCIAL	\$544.08
00063409 WYOMING MACHINERY	\$13,682.00
00063411 WYOMING MACHINERY	\$301.50
00063418 BEARING BELT CHAIN	-\$54.04
00063427 DRIVE TRAIN	\$24.61
00063429 CMI-TECO	\$147.80
00063430 RENEY'S BG SERVICE	\$98.78
00063434 PETERBILT	-\$156.49
00063435 CMI-TECO	\$52.40
00063436 GOODYEAR COMMERCIAL	\$170.34
00063450 PETERBILT	\$156.49
00063460 BEARING BELT CHAIN	\$231.07
00063467 GREINER FORD LINCOLN	\$179.08
00063468 EMB GOLF CARTS	\$75.95
00063485 JACKS TRUCK AND EQUIPMENT	\$448.70
00063495 WYOMING MACHINERY	\$90.05
00063498 JACKS TRUCK AND EQUIPMENT	\$78.50
00063499 JACKS TRUCK AND EQUIPMENT	\$168.75
00063513 CENTRAL TRUCK AND DIESEL	\$143.31
00063514 CENTRAL TRUCK AND DIESEL	\$759.11
00063515 CENTRAL TRUCK AND DIESEL	\$88.33
00063517 JACKS TRUCK AND EQUIPMENT	\$92.80
00063527 SIX ROBBLEES	\$282.60
00063544 BEARING BELT CHAIN	\$1,912.98
00063544 BEARING BELT CHAIN	\$62.43
00063554 CASPER TIRE	\$615.00
00063555 WEAR PARTS	\$4.31
00063558 GOODYEAR COMMERCIAL	\$3,006.12
00063572 HOSE & RUBBER SUPPLY	\$117.22
00063668 BOBCAT OF CASPER	\$125.38

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

00063711 HOSE & RUBBER SUPPLY	\$365.87
00063087 WHITES MOUNTAIN	\$216.30
00063242 WW GRAINGER	\$275.28
00063255 AMERI-TECH EQUIPMENT	\$3,543.84
00063304 MIDLAND IMPLEMENT	\$194.33
00063422 ATLAS OFFICE PRODUCTS	\$16.02
00062634 SPARTAN CHASSIS	\$384.28
00062637 CMI-TECO	\$187.67
00062668 VERMEER SALES & SERVICES	\$234.11
00062678 LARIAT INTERNATIONAL	\$100.74
00062696 HONNEN EQUIPMENT	\$737.05
00062730 STOTZ EQUIPMENT	\$24.81
00062734 STOTZ EQUIPMENT	\$122.56
00062737 WW GRAINGER	\$102.17
00062250 FRANK J. ZAMBONI	\$275.82
00062268 GREAT PLAINS CLEANING	\$50.70
00062482 SPARTAN CHASSIS	\$67.87
00062494 JACKS TRUCK AND EQUIPMENT	\$63.90
00062545 GREINER FORD LINCOLN	\$495.52
00062551 GREINER FORD LINCOLN	-\$86.77
00062555 MIDLAND IMPLEMENT	\$26.08
00062560 LN CURTIS	\$95.00
00062565 HOSE & RUBBER SUPPLY	\$572.95
00062568 C AND M AIR COOLED ENGINE	\$785.67
00062569 GOODYEAR COMMERCIAL	\$1,283.68
00062578 BEARING BELT CHAIN	\$3,104.49
00062583 DRIVE TRAIN	\$128.00
00062619 WHITES MOUNTAIN	\$4.67
00062622 GREINER FORD LINCOLN	\$5.22
00062554 VERIZON	\$22.41

**Subtotal for Cost Center Fleet Maintenance: \$36,995.60**

00063252 TOP OFFICE PRODUCTS	\$60.57
00063347 ATLANTIC ELECTRIC	\$225.00
00063449 COMTRONIX	\$561.00
00063457 COMTRONIX	\$837.50

**Subtotal for Cost Center Fort Caspar: \$1,684.07**

00063568 CHUGWATER CHILI	\$137.54
00063271 USPS	\$34.00
00062509 USPS	\$34.00

**Subtotal for Cost Center General - Fort Caspar: \$205.54**

00063744 BESTWAY FIRESTONE	\$1,578.53
00063767 CASPER STAR TRIBUNE	\$1,961.00
00063949 CHARTER COMMUNICATIONS	\$135.43
00063977 VERIZON	\$80.02
00063045 BARGREEN WYOMING	\$223.80
00063058 MOUNTAIN WEST	\$52.70
00063068 GOLF OPERATOR ASSOCIATION	\$19.95
00063109 SAFETY KLEEN SYSTEMS	\$425.61
00063174 FACEBOOK	\$48.95
00063196 KCWY TV	\$400.00
00063203 R & R REST STOPS	\$378.00



# Bills & Claims

City of Casper

09/20/2017 to 10/03/2017

## Newspaper Report

00063325 BRECK MEDIA GROUP	\$160.00
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$5,463.99</b>
00063574 THE HOME DEPOT	\$192.75
00063638 MOUNTAIN WEST	\$5.00
00063642 ORKIN	\$218.20
00063691 COMTRONIX	\$183.00
00063715 THE HOME DEPOT	\$624.51
00063786 THE HOME DEPOT	-\$109.09
00063816 HOBBY-LOBBY	\$173.91
00063819 THE HOME DEPOT	\$63.91
00063870 THE HOME DEPOT	\$348.85
00062620 BEARING BELT CHAIN	\$20.46
00062648 OVERHEAD DOOR	\$165.88
00062660 PRO-LITE	\$53.85
00062742 THE HOME DEPOT	\$259.74
00062849 BEARING BELT CHAIN	\$230.37
00063049 THE HOME DEPOT	\$31.55
00063366 STAPLES	\$159.44
00063394 HAIDS PLUMBING AND HEATING	\$958.00
00063425 NORCO	\$54.31
00063454 KNIGHT EQUIPMENT	\$1,800.00
00063506 BARGREEN WYOMING	\$868.07
00063516 CUMMINS	\$188.26
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$6,490.97</b>
00063633 DOUGH ENTERPRISES	\$9.50
00063963 PEDENS	\$30.00
00062971 FRED PRYOR CAREERTRACK	\$103.95
00063422 ATLAS OFFICE PRODUCTS	\$46.07
00063607 FEDEX OFFICE	\$19.87
00063718 STERLING TESTING SYSTEM	\$271.53
00062558 FEDEX OFFICE	\$84.48
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$565.40</b>
00063778 SAMS CLUB	\$206.38
00063864 SAMS CLUB	\$53.96
00063864 SAMS CLUB	\$156.18
00063795 TRACTOR SUPPLY	\$55.52
00063840 MENARDS	-\$9.48
00063437 AMAZON	\$26.28
00063438 PAPA JOHNS	\$35.96
00063730 CASPERNATRONAHEALTHPAY	\$50.00
00063740 GOVTELLERNATRONAWYFEE	\$1.50
00063747 MENARDS	\$54.42
00063820 MENARDS	\$30.70
00063152 WHITES MARINE CENTER	\$4.25
00063687 RICOH USA	\$16.14
00063294 MEADOW GOLD GREAT FALLS	\$340.02
00063442 MURDOCH'S RANCH & HOME	\$39.50
00063491 FARMER BROTHERS COFFEE	\$68.34
00063505 VISTAR ROCKY MOUNTAIN	\$197.78
00063009 BAILEYS ACE HARDWARE	\$36.73
00063016 MICHAELS FENCE & SUPPLY	\$70.58

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

<b>Subtotal for Cost Center Ice Arena:</b>		<b>\$1,434.76</b>
00063630 MISAC		-\$995.05
00063916 SAMS CLUB		\$59.88
<b>Subtotal for Cost Center Information Services:</b>		<b>-\$935.17</b>
00063738 CRESCENT ELECTRIC		\$240.15
00063567 NOLAND FEED		\$739.96
00063686 ROCKY MOUNTAIN ANIMAL		\$88.30
00063742 ANIMAL CARE EQUIP ONLINE		\$94.33
00063805 COMTRONIX		\$132.00
00063818 NORCO		\$130.31
00063849 THE HOME DEPOT		\$106.67
00063871 WESTSIDE ANIMAL HOSPITAL		\$468.91
00063388 NATIONAL ANIMAL CARE		-\$275.05
00063185 WYOMING WORK WAREHOUSE		\$59.99
00063301 COCA COLA BOTTLING		\$15.00
00063316 UW CASHIER OFFICE		\$18.05
00063351 EMBLEM ENTERPRISES		\$272.51
<b>Subtotal for Cost Center Metro Animal:</b>		<b>\$2,091.13</b>
00063835 CASPER STAR TRIBUNE		\$373.72
00063835 CASPER STAR TRIBUNE		\$39.28
00063758 CASPER STAR TRIBUNE		\$54.69
00063758 CASPER STAR TRIBUNE		\$5.75
00063591 RICOH USA		\$264.47
00063591 RICOH USA		\$27.79
<b>Subtotal for Cost Center Metropolitan Planning:</b>		<b>\$765.70</b>
00063830 TOP OFFICE PRODUCTS		\$38.00
00063859 ATLAS OFFICE PRODUCTS		\$53.69
00063922 WALMART		\$12.54
00063650 AMAZON		\$563.53
00063753 COMTRONIX		\$132.00
00062010 AMAZON		\$19.28
00062052 ATLAS OFFICE PRODUCTS		\$35.65
00062084 TOP OFFICE PRODUCTS		\$38.00
00062104 MOUNTAIN STATES LITHOGRAPHING		\$284.48
00062829 ATLAS OFFICE PRODUCTS		\$32.89
00063259 POWDER RIVER SHREDDERS		\$21.00
00063296 WALMART		\$20.90
<b>Subtotal for Cost Center Municipal Court:</b>		<b>\$1,251.96</b>
00062701 KONE		\$2,380.80
<b>Subtotal for Cost Center Parking:</b>		<b>\$2,380.80</b>
00063580 DIAMOND VOGEL PAINT		\$382.35
00063582 DIAMOND VOGEL PAINT		-\$450.51
00063657 BLOEDORN LUMBER		\$41.92
00063658 CASPER CONTRACTORS SUPPLY		\$2.10
00063661 71 SOIL AND STONE		\$2,914.03
00063725 CASPER CONTRACTORS SUPPLY		\$11.60
00063191 MENARDS		\$215.63

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

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00063212 DIAMOND VOGEL PAINT	\$450.51
00063566 DIAMOND VOGEL PAINT	\$46.42
00062554 VERIZON	\$146.04
00062576 SHERWIN-WILLIAMS	\$289.50
00062691 WALMART	\$45.48
00062768 BAILEYS ACE HARDWARE	\$18.00
00062770 CASPER CONTRACTORS SUPPLY	\$227.78
00062787 OREILLY AUTO	\$13.99
00062823 BLOEDORN LUMBER	\$26.09
00062825 WEAR PARTS	\$2.06
00062830 CPS DISTRIBUTORS	\$547.39
00062845 BAILEYS ACE HARDWARE	\$8.99
00062878 BAILEYS ACE HARDWARE	\$18.00
00062886 CPS DISTRIBUTORS	\$94.87
00062923 TURF MASTER	\$815.00
00062925 STOTZ EQUIPMENT	\$106.15
00062940 CPS DISTRIBUTORS	\$16.09
00062961 BESTWAY FIRESTONE	\$600.00
00062966 THE SOD FARM	\$104.03
00062968 WEAR PARTS	\$420.35
00062980 COMTRONIX	\$303.76
00062994 BLOEDORN LUMBER	\$104.80
00063052 BAILEYS ACE HARDWARE	\$36.99
00063062 STOTZ EQUIPMENT	\$48.89
00063063 AIRGAS CENTRAL	\$39.80
00063078 HOSE & RUBBER SUPPLY	\$55.01
00063096 CPS DISTRIBUTORS	\$420.00
00063107 BLOEDORN LUMBER	\$17.58
00063135 MENARDS	\$46.89
00063150 BRIDGER STEEL	\$40.00
00063158 SHERWIN WILLIAMS	\$65.99
00063160 TURF MASTER	-\$100.00
00063166 INDUSTRIAL DISTRIBUTORS	\$95.94
00063172 SOURCE OFFICE AND TECHNOLOGY	\$82.96
00063175 BLOEDORN LUMBER	\$18.08
00063197 CRESCENT ELECTRIC	\$2.86
00063202 71 SOIL AND STONE	\$1,257.55
00063223 CASPER CONTRACTORS SUPPLY	\$78.23
00063274 BESTWAY FIRESTONE	\$1,567.02
00063277 DBC IRRIGATION SUPPLY	\$368.72
00063277 DBC IRRIGATION SUPPLY	\$939.83
00063317 CPS DISTRIBUTORS	\$57.50
00063367 NORCO	\$17.29
00063383 BAILEYS ACE HARDWARE	\$19.98
00063417 BLOEDORN LUMBER	\$3.07
00063536 COMMUNICATION TECHNOLOGY	\$51.50
00063573 VERIZON	\$40.01
<b>Subtotal for Cost Center Parks:</b>	<b>\$12,794.11</b>
00063481 SUMMIT ELECTRIC	\$465.26
00063324 WYOMING RENTS	-\$93.75
<b>Subtotal for Cost Center Perpetual Care:</b>	<b>\$371.51</b>
00063629 LUCKY'S 13 PUB	\$16.43

# Bills & Claims

City of Casper

09/20/2017 to 10/03/2017

## Newspaper Report

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00063714 BLACKBIRD ESPRESSO	\$12.30
00063726 STEERFISH STEAK AND SMOKE	\$16.99
00063733 KILLIANS	\$23.12
00063809 THE GREEN BEAN	\$10.24
00063838 HOLIDAY INN HOTEL	\$260.97
00063855 EXXONMOBIL	\$36.11
00063910 CREATE SPACE	\$19.29

**Subtotal for Cost Center Planning: \$395.45**

00063899 BEST BUY	\$75.98
00063973 WICKLANDER ZULAWSKI	-\$570.00
00064005 WICKLANDER ZULAWSKI	-\$1,140.00
00063245 CPU IIT	\$68.00
00063755 RIMAGE CORPORATION	\$424.26
00063763 E&F TOWING & RECOVERY	\$444.44
00063821 RAMKOTA HOTEL	\$89.00
00063841 VERIZON	\$40.01
00063875 VERIZON	\$3,408.97
00060780 MOUNTAIN STATES LITHOGRAPHING	\$30.00
00060958 NOLAND FEED	\$65.15
00060965 ALLEGNT TRAVEL	\$247.87
00061334 TAZIKIS MEDITERANEAN	\$20.08
00061442 CONOCO - LOVELAND CENTER	\$30.98
00061532 WW GRAINGER	\$1,551.00
00061599 AUTOZONE	\$54.58
00061612 AUTOZONE	\$25.34
00061627 AUTOZONE	-\$27.29
00063389 RDO EQUIPMENT	\$233.50
00063414 KMART	\$11.59
00063492 SAMS CLUB	\$172.08
00063504 WYOMING CAMERA	\$19.00
00063520 STAPLES	\$253.41
00063601 JERRY POST	\$3,835.00
00063611 THE HOME DEPOT	\$15.98

**Subtotal for Cost Center Police: \$9,378.93**

00063478 BEST BUY	-\$44.01
00063501 BEST BUY	\$170.98
00063737 VIRGINIAN MOTEL	\$185.00
00063948 WALMART	\$30.48
00063608 BUFFALO WILD WINGS	\$15.56
00063620 BUFFALO WILD WINGS	\$14.82
00063626 UNITED	\$25.00
00063631 PAPPADEAUX SEAFOOD KITCHEN	\$38.45
00063639 PAPPADEAUX SEAFOOD KITCHEN	\$30.93
00063644 PAPPADEAUX SEAFOOD KITCHEN	\$26.54
00063673 BUFFALO WILD WINGS	\$26.84
00063705 UNITED	\$25.00
00063771 NATRONA COUNTY INTL AIRPORT PARKING	\$15.00
00063788 UNITED	\$25.00
00063789 LAND CATTLE AUSTIN	\$15.90
00063793 PAPPADEAUX SEAFOOD KITCHEN	\$38.34
00063794 LAND CATTLE AUSTIN	\$14.90
00063804 YARD HOUSE	\$34.22

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

00063813 AUSTIN AIRPORT	\$30.09
00063815 PAPPADEAUX SEAFOOD KITCHEN	\$37.61
00063822 YARD HOUSE	\$37.64
00063848 HOLIDAY INN EXPRESS	\$104.65
00063850 UNITED	\$25.00
00063857 AUSTIN AIRPORT	\$25.95
00063860 AUSTIN AIRPORT	\$19.30
00063331 UNITED	\$1,008.10

**Subtotal for Cost Center Police Grants: \$1,977.29**

00063988 URGENT CARE OF CASPER	\$812.00
00064068 ATLAS OFFICE PRODUCTS	\$50.36
00063422 ATLAS OFFICE PRODUCTS	\$3.36

**Subtotal for Cost Center Property & Liability Insurance: \$865.72**

00063796 ALBERTSONS	\$14.98
00063576 SUMMIT ELECTRIC	\$781.19
00063687 RICOH USA	\$16.16
00063687 RICOH USA	\$16.14
00063769 SAMS CLUB	\$13.36
00063769 SAMS CLUB	\$65.30
00062947 WALMART	\$41.11
00063358 NORCO	\$17.80

**Subtotal for Cost Center Recreation: \$966.04**

00063560 QUALITY OFFICE SOLUTIONS	\$78.97
00063622 WALMART	\$17.77
00062391 GREAT PLAINS CLEANING	\$486.40
00063015 REAR VIEW SAFETY	\$670.16
00063210 CASPER TIRE	\$32.50
00063236 THE INN AT LANDER	\$178.00
00063297 CMI-TECO	\$60.00
00063307 ALSCO	\$195.76
00063390 WYOMING STEEL AND RECYCLING	\$5,882.10
00063455 CMI-TECO	\$279.93
00063496 AMERI-TECH EQUIPMENT	\$413.82
00063525 CASPER TIRE	\$45.00
00063546 WALMART	\$117.40
00063559 CONOCO - HOMAX OIL	\$99.07
00063561 AIRGAS CENTRAL	\$45.60
00063599 VIGIL'S VINYLs	\$200.00
00063605 VIGIL'S VINYLs	\$200.00
00063612 CASPER TIRE	\$45.00
00063614 VIGIL'S VINYLs	\$200.00
00063666 VIGIL'S VINYLs	\$225.00

**Subtotal for Cost Center Refuse Collection: \$9,472.48**

00063560 QUALITY OFFICE SOLUTIONS	\$59.21
00063600 GEOTEC INDUSTRIAL SUPPLY	\$95.00
00063706 WATERWORKS	\$196.81
00063746 71 SOIL AND STONE	\$85.20
00063803 MENARDS	\$71.87
00063896 NEVEREST EQUIPMENT	\$1,175.00
00063905 CASPER CONTRACTORS SUPPLY	\$57.90

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

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00063979 BAILEYS ACE HARDWARE	\$8.97
00063623 TOWNSQUARE MEDIA	\$646.00
00062554 VERIZON	\$22.41
00063312 CASPER STAR TRIBUNE	\$512.76
00063283 WAL-MART	\$17.97
00063302 ALSCO	\$281.80
00063315 CASPER CONTRACTORS SUPPLY	\$31.80
00063487 NOLAND FEED	\$85.00

**Subtotal for Cost Center Sewer: \$3,347.70**

00063696 VERIZON	\$40.01
00063739 ATLANTIC ELECTRIC	\$1,150.00
00063845 COMMUNICATION TECHNOLOGY	\$602.25
00063476 TOP OFFICE PRODUCTS	\$88.49
00063466 CASPER STAR TRIBUNE	\$457.36
00062554 VERIZON	\$22.41
00063306 ALSCO	\$731.30
00063309 WAGNER'S OUTDOOR OUTFITTERS	\$127.51
00063376 ECONOLITE	\$87.10
00063386 URGENT CARE OF CASPER	\$156.00
00063406 MENARDS	\$14.65
00063412 MENARDS	-\$0.87
00063571 MENARDS	-\$0.11
00063583 PEDENS	\$16.00
00063586 ECONOLITE	\$248.30
00063596 SHERWIN WILLIAMS	\$103.96

**Subtotal for Cost Center Streets: \$3,844.36**

00063333 WYOMING RENTS	\$58.00
00063621 SAMS CLUB	\$112.10
00063682 ATLAS OFFICE PRODUCTS	\$99.03
00063701 BOBCAT OF CASPER	\$273.18
00063773 HOSE & RUBBER SUPPLY	\$16.56
00063832 BAILEYS ACE HARDWARE	\$6.79
00063898 INTERMOUNTAIN MOTOR SALES	\$2,838.88
00063919 WW GRAINGER	\$93.81
00063330 WYOMING RENTS	\$73.50
00062554 VERIZON	\$44.82
00063145 SOURCE EQUIPMENT	\$83.06
00063193 FERGUSON ENTERPRISES	\$38.18
00063207 PURVIS INDUSTRIES	\$9.98
00063213 HACH COMPANY	\$916.77
00063269 PURVIS INDUSTRIES	\$8.82
00063275 ALSCO	\$653.47
00063319 CONOCO - HOMAX OIL	\$152.80
00063444 LOU'S GLOVES	\$415.00
00063475 KEENAN SUPPLY	\$89.18
00063538 BEARING BELT CHAIN	\$11.98
00063547 NORCO	\$160.00
00063547 NORCO	\$238.00
00063575 NORCO	\$89.47
00063589 WEAR PARTS	\$42.59

**Subtotal for Cost Center Waste Water: \$6,525.97**

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

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00063421 ENERGY LABORATORIES	\$340.00
00063464 ENERGY LABORATORIES	\$20.00
00063477 SUTHERLANDS	\$68.40
00063530 KNIFE RIVER	\$543.76
00063560 QUALITY OFFICE SOLUTIONS	\$59.22
00063719 KNIFE RIVER	\$300.24
00063721 ENERGY LABORATORIES	\$25.00
00063732 UNITED STATES WELDING	\$19.57
00063774 ENERGY LABORATORIES	\$320.00
00063776 THE HOME DEPOT	\$3.22
00063911 SUTHERLANDS	\$15.46
00063929 ENERGY LABORATORIES	\$50.00
00063942 DANA KEPNER	\$861.38
00063959 ATLAS OFFICE PRODUCTS	\$15.21
00063993 UNION WIRELESS	\$130.36
00063113 DANA KEPNER	\$353.74
00063407 FINISH LINE SYSTEMS	\$3,944.82
00063426 FINISH LINE SYSTEMS	\$5,545.60
00063465 FINISH LINE SYTEMS	\$2,241.93
00062554 VERIZON	\$71.08
00063281 KNIFE RIVER	\$2,455.20
00063342 FERGUSON ENTERPRISES	\$27.21
00063355 TOP OFFICE PRODUCTS	\$105.34
00063363 KNIFE RIVER	\$701.36
00063584 ENERGY LABORATORIES	\$50.00

**Subtotal for Cost Center Water: \$18,268.10**

00063655 ATLAS OFFICE PRODUCTS	\$75.58
00063749 UNITED STATES WELDING	\$3,393.51
00063851 WW GRAINGER	\$380.16
00063884 CRUM ELECTRIC SUPPLY	\$28.20
00063893 CPU IIT	\$34.00
00063915 ENERGY LABORATORIES	\$225.00
00063936 UPS	\$151.06
00063951 CASPER STAR TRIBUNE	\$43.54
00063985 TIRE RAMA	\$37.00
00063992 URGENT CARE OF CASPER	\$117.00
00063994 AUTOMATION ELECTRONICS	\$275.00
00064008 PIZZA HUT	\$55.92
00064018 AUTOMATION ELECTRONICS	\$2,306.70
00064044 ALBERTSONS	\$17.99
00062554 VERIZON	\$22.41
00063250 INDUSTRIAL MAINTENANCE	\$115.00
00063288 ALSCO	\$181.35
00063318 XEROX CORPORATION	\$234.52
00063423 ENERGY LABORATORIES	\$20.00
00063507 UPS	\$102.20
00063519 COASTAL CHEMICAL	\$49.73
00063523 WYOMING.COM	\$60.00
00063529 IDEXX DISTRIBUTION	\$1,113.67
00063534 ENERGY LABORATORIES	\$225.00
00063543 ENERGY LABORATORIES	\$37.00
00063587 INLAND TRUCK PARTS	\$233.70

**Subtotal for Cost Center Water Treatment Plant: \$9,535.24**

# Bills & Claims

09/20/2017 to 10/03/2017

City of Casper

## Newspaper Report

	00063285 INDUSTRIAL DISTRIBUTORS	\$104.64
	00063277 DBC IRRIGATION SUPPLY	\$1,126.42
	00063483 GROWTH PRODUCTS	\$1,440.00
	<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$2,671.06</b>
	<b>Vendor Subtotal:</b>	<b>\$196,135.10</b>
<b>PEPSI COLA OF CASPER</b>	2199026779 PRODUCT	\$363.25
	<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$363.25</b>
	<b>Vendor Subtotal:</b>	<b>\$363.25</b>
<b>POSTAL PROS SOUTHWEST INC</b>	43261 WEB POSTING	\$4,423.93
	4103 UTILITY BILLING FEES	\$450.60
	4126 UTILITY BILLING FEES	\$5,039.84
	<b>Subtotal for Cost Center Finance:</b>	<b>\$9,914.37</b>
	<b>Vendor Subtotal:</b>	<b>\$9,914.37</b>
<b>PRECISION DEMOLITION</b>	RIN0028068 RETAINAGE	\$2,562.00
	<b>Subtotal for Cost Center Capital Projects:</b>	<b>\$2,562.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,562.00</b>
<b>PRINTWORKS</b>	11416 BUSINESS CARDS	\$48.58
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$48.58</b>
	11416 BUSINESS CARDS	\$48.58
	<b>Subtotal for Cost Center Water:</b>	<b>\$48.58</b>
	<b>Vendor Subtotal:</b>	<b>\$97.16</b>
<b>PUBLIC SAFETY COMMUNICATIONS CENTER</b>	734/155437 MONTHLY USER FEES	\$2,622.29
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$2,622.29</b>
	1276/155438 MONTHLY USER FEES	\$572.73
	<b>Subtotal for Cost Center Water:</b>	<b>\$572.73</b>
	<b>Vendor Subtotal:</b>	<b>\$3,195.02</b>
<b>RAFTELIS FINANCIAL CONSULTANTS INC</b>	CAWY1702-07 SYSTEM INVESTMENT CHARGE/COST	\$5,927.13
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$5,927.13</b>
	CAWY1702-07 SYSTEM INVESTMENT CHARGE/COST	\$5,927.13
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$5,927.13</b>
	CAWY1702-07 SYSTEM INVESTMENT CHARGE/COST	\$9,026.74
	<b>Subtotal for Cost Center Water:</b>	<b>\$9,026.74</b>
	<b>Vendor Subtotal:</b>	<b>\$20,881.00</b>
<b>RAPID FIRE PROTECTION, INC.</b>	3 LSC FIRE SUPPRESSION SYSTEM	\$10,657.00
	1759 FIRE SUPPRESSION SYSTEM	\$9,565.70
	<b>Subtotal for Cost Center Life Steps Campus:</b>	<b>\$20,222.70</b>
	<b>Vendor Subtotal:</b>	<b>\$20,222.70</b>
<b>RESOURCE MGMT. CO, INC.</b>	105837 TIRE DISPOSALS	\$615.75



# Bills & Claims

City of Casper

09/20/2017 to 10/03/2017

## Newspaper Report

		<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$615.75</b>
		<b>Vendor Subtotal:</b>	<b>\$615.75</b>
<b>RICHARD YOUNG</b>	RIN0028037 MILEAGE REIMBURSEMENT		\$89.34
		<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$89.34</b>
		<b>Vendor Subtotal:</b>	<b>\$89.34</b>
<b>ROCKY MOUNTAIN POWER</b>	AP00016809221704 ELECTRICITY		\$177.31
		<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$177.31</b>
	AP00015809221704 ELECTRICITY		\$3,781.77
		<b>Subtotal for Cost Center Hogadon:</b>	<b>\$3,781.77</b>
	AP00016109221704 ELECTRICITY		\$416.41
	AP00018009221704 ELECTRICITY		\$2,468.03
	AP00023609221704 ELECTRICITY		\$59.22
		<b>Subtotal for Cost Center Parks:</b>	<b>\$2,943.66</b>
	AP00016409221704 ELECTRICITY		\$47,839.40
	AP00017009221704 ELECTRICITY		\$67.00
		<b>Subtotal for Cost Center Streets:</b>	<b>\$47,906.40</b>
	AP00016509221704 ELECTRICITY		\$35,614.57
		<b>Subtotal for Cost Center Water:</b>	<b>\$35,614.57</b>
	6368485 CASPAR 14 REPLACE PUMP		\$1,090.00
	RIN0028070 ENERGY ELECTRCITY		\$106,229.27
	RIN0028070 ENERGY ELECTRCITY		\$9,612.34
		<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$116,931.61</b>
		<b>Vendor Subtotal:</b>	<b>\$207,355.32</b>
<b>ROD BARSTAD'S PAINT &amp; AUTO BODY</b>	6073 BODY SHOP REPAIRS		\$595.60
	6074 BODY SHOP REPAIRS		\$1,802.05
		<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$2,397.65</b>
		<b>Vendor Subtotal:</b>	<b>\$2,397.65</b>
<b>SAM PARSON'S UPHOLSTERY</b>	673649 RE-UPHOLSTER SEAT		\$172.00
	673650 REPAIR SEAT CUSHION		\$165.00
		<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$337.00</b>
		<b>Vendor Subtotal:</b>	<b>\$337.00</b>
<b>SCHWARTZ, BON, WALKER, &amp; STUDER, LLC.</b>	7293 LEGAL		\$4,050.00
	7295 LEGAL		\$5,544.00
		<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$9,594.00</b>
		<b>Vendor Subtotal:</b>	<b>\$9,594.00</b>
<b>SCOFFIELD, WILLIAM</b>	0029480505 UTILITY REFUND		\$11.66
		<b>Subtotal for Cost Center Water:</b>	<b>\$11.66</b>
		<b>Vendor Subtotal:</b>	<b>\$11.66</b>
<b>SCOTT SHIPMAN</b>	1-273145 BOOT REIMBURSEMENT		\$75.00
		<b>Subtotal for Cost Center Water:</b>	<b>\$75.00</b>

# Bills & Claims

City of Casper

09/20/2017 to 10/03/2017

## Newspaper Report

<b>SCS AQUATERRA</b>	RIN0028067 RETAINAGE	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
			\$79,487.32
		<b>Subtotal for Cost Center Balefill:</b>	<b>\$79,487.32</b>
<b>SOLID WASTE PROFESSIONALS OF WY LLC</b>	450 CASPER BALEFILL CLOSURE -	<b>Vendor Subtotal:</b>	<b>\$79,487.32</b>
			\$8,809.88
		<b>Subtotal for Cost Center Balefill:</b>	<b>\$8,809.88</b>
<b>STATE OF WY. - NOTARY DIV.</b>	RIN0028074 RENEW NOTARY	<b>Vendor Subtotal:</b>	<b>\$8,809.88</b>
			\$30.00
		<b>Subtotal for Cost Center City Attorney:</b>	<b>\$30.00</b>
<b>STEALTH PARTNER GROUP</b>	RIN0028086 MEDICAL STOP LOSS	<b>Vendor Subtotal:</b>	<b>\$30.00</b>
			\$54,334.68
		<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$54,334.68</b>
<b>TENNEY, RACHEL</b>	0029480508 UTILITY REFUND	<b>Vendor Subtotal:</b>	<b>\$54,334.68</b>
			\$54.47
		<b>Subtotal for Cost Center Water:</b>	<b>\$54.47</b>
<b>TRIHYDRO CORP.</b>	122828 CITIZEN SCIENTIST PLATTE RIVER	<b>Vendor Subtotal:</b>	<b>\$54.47</b>
	121623 CITIZEN SCIENTIST PLATTE RIVER		\$1,128.25
			\$1,077.00
		<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$2,205.25</b>
<b>WASTE WATER TREATMENT</b>	1337/155444 MONTHLY SUMP CLEANING	<b>Vendor Subtotal:</b>	<b>\$2,205.25</b>
			\$600.00
		<b>Subtotal for Cost Center Balefill:</b>	<b>\$600.00</b>
<b>WATERS &amp; SON CONST.</b>	3460 SUNFLOWER LIFT STATION FENCE	<b>Vendor Subtotal:</b>	<b>\$600.00</b>
			\$9,287.05
		<b>Subtotal for Cost Center Sewer:</b>	<b>\$9,287.05</b>
<b>WESTERN BUSINESS SOLUTIONS</b>	8113 POS ANNUAL SUPPORT	<b>Vendor Subtotal:</b>	<b>\$9,287.05</b>
			\$495.00
		<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$495.00</b>
<b>WESTERN WATER CONSULTANTS, INC.</b>	1630010 ROBERTSON ROAD TRAIL EXTENSION	<b>Vendor Subtotal:</b>	<b>\$495.00</b>
	RIN0028060 FY16 ROBERTSON ROAD TRAIL EXTENSION		\$174.40
	160360011 ROBERTSON ROAD TRAIL EXTENSION		\$43.60
	RIN0028083 FY16 ROBERTSON ROAD TRAIL EXTENSION		\$2,827.15
	142020016 ROBERTSON ROAD TRAIL EXTENSION		\$706.79
	142020016 ROBERTSON ROAD TRAIL EXTENSION		\$1,283.28
	142020016 ROBERTSON ROAD TRAIL EXTENSION		\$320.82
		<b>Subtotal for Cost Center Parks:</b>	<b>\$5,356.04</b>
	160580018 K STREET IMPROVEMENTS		\$157.80
	RIN0028084 15TH & ELMS STREET		\$3,274.85
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$3,432.65</b>	
160580018 K STREET IMPROVEMENTS		\$1,472.81	

# Bills & Claims

City of Casper

09/20/2017 to 10/03/2017

## Newspaper Report

	160580018 K STREET IMPROVEMENTS	\$1,753.35
	160080018 15TH & ELM STREET IMPROVEMENTS	\$12,272.55
	<b>Subtotal for Cost Center Streets:</b>	<b>\$15,498.71</b>
	160580018 K STREET IMPROVEMENTS	\$122.74
	RIN0028084 15TH & ELM STREET	\$2,912.70
	<b>Subtotal for Cost Center Water:</b>	<b>\$3,035.44</b>
	<b>Vendor Subtotal:</b>	<b>\$27,322.84</b>
<b>WILLIAM O BOHMAN JR.</b>	RIN0028011 Tuition Reimbursement	\$670.50
	<b>Subtotal for Cost Center Fire:</b>	<b>\$670.50</b>
	<b>Vendor Subtotal:</b>	<b>\$670.50</b>
<b>WILLIAMS, PORTER, DAY &amp; NEVILLE, P.C.</b>	79320 Legal	\$418.00
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$418.00</b>
	<b>Vendor Subtotal:</b>	<b>\$418.00</b>
<b>WLC ENGINEERING - SURVEYING - PLANNING</b>	2017-10779 ROTARY PARK PATHWAY	\$4,022.34
	<b>Subtotal for Cost Center City Manager:</b>	<b>\$4,022.34</b>
	<b>Vendor Subtotal:</b>	<b>\$418.00</b>
	2017-10787 ENGINEERING SERVICES SURVEYOR	\$28.50
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$28.50</b>
	2017-10779 ROTARY PARK PATHWAY	\$1,005.59
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$1,005.59</b>
	2017-10727 WEST CASPER ZONE II WATER SYSTEM	\$912.88
	2017-10727 WEST CASPER ZONE II WATER SYSTEM	\$449.62
	<b>Subtotal for Cost Center Water:</b>	<b>\$1,362.50</b>
	<b>Vendor Subtotal:</b>	<b>\$6,418.93</b>
<b>WY. DEPT. OF TRANSPORTATION</b>	0000091022 ROBERTSON RD RECONSTRUCTION	\$117.32
	<b>Subtotal for Cost Center Water:</b>	<b>\$117.32</b>
	<b>Vendor Subtotal:</b>	<b>\$117.32</b>
<b>WY. PEACE OFFICERS ASSOC.</b>	002 WPOA CONF FOR DISPATCH	\$500.00
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$500.00</b>
<b>WYOMEDIA CORP</b>	30645 GOLF ADVERTISING	\$140.00
	11248 GOLF ADVERTISING	\$100.00
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$240.00</b>
	<b>Vendor Subtotal:</b>	<b>\$240.00</b>
	<b>GRAND TOTAL</b>	<b>\$1,428,963.55</b>

**Payroll Disbursements**

9/21/17	CITY PAYROLL	\$	1,036,413.08
9/21/17	BENEFITS & DEDUCTIONS	\$	168,798.15
9/28/17	FIRE PAYROLL	\$	180,540.76
9/28/17	BENEFITS & DEDUCTIONS	\$	28,304.82

**Total Payroll** \$ 1,414,056.81

**Additional Fees**

**Total Fees** \$ -

**Additional Accounts Payable**

9/14/17	Prewrits - Utility Refunds/Tax Pymts/Petty Cash	\$	5,392.96
9/18/17	Ticket funding - Global Spectrum	\$	25,531.50

**Total Additional AP** \$ 30,924.46

September 11, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Ordinance to rezone the Former Roosevelt High School Property, Located at 140 East K Street, From ED (Educational District) to C-2 (General Business)

Meeting Type & Date: Regular Council Meeting, October 3, 2017.

Action Type: Ordinance, and Public Hearing on First Reading.

Recommendation: That Council, by Ordinance, approve a zone change of Lots 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelsons Addition to the City of Casper, located at 140 East K Street, from ED (Educational District) to C-2 (General Business).

Summary: The Casper Housing Authority has applied for a zone change of the former Roosevelt High School property, located at 140 East K Street, from ED (Educational District) to C-2 (General Business). Land uses, as well as zoning in the immediate area, are a mix of residential and commercial. The property was acquired by the applicant with the intent of reusing the former school as a hub of veteran's services. Plans for the property include a retail component, a residential component, professional offices, and community gardens.

The Planning and Zoning Commission reviewed the proposed zone change at its August 17, 2017 public hearing. There were no public comments either for or against the zone change at the public hearing. The Planning and Zoning Commission voted to approve the zone change, and to forward a "do-pass" recommendation to the City Council. Additional background and analysis is available in the attached Planning and Zoning Commission staff report.

As required by City Code and State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing, public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

Prior to the City Council public hearing, legal notice was published a second time in the Casper Star-Tribune and public notices were mailed to all property owners within three hundred (300) feet of the subject property.

As is customary with all items being considered by the Planning and Zoning Commission and the City Council, both public hearings were also advertised on the City's website (casperwy.gov).

Financial Considerations: The proposed zone change does not affect the City's budget.

Oversight/Project Responsibility: Craig Collins, City Planner, is tasked with applying Casper's Municipal Code land use regulations.

Attachments: Ordinance

Staff report to the Chairman and Members of the Casper Planning Commission

Vicinity map showing surrounding zoning

Aerial Photo

Comprehensive Land Use Plan Exhibit

August 11, 2017

MEMO TO: Bob King, Chairman  
Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-17-029-Z** – Petition for a zone change of Lots 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelsons Addition to the City of Casper, located at 140 East K Street, from ED (Educational District) to C-2 (General Business). Applicant: Casper Housing Authority.

Recommendation:

If, after the required public hearing, the Planning and Zoning Commission finds that the requested zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff recommends that the Planning and Zoning Commission approve the zone change, and forward a “do pass” recommendation to the City Council.

Code Compliance:

Staff has complied with all requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes including notification of property owners within 300 feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. Staff has not received any public comments regarding this case.

Summary:

The Casper Housing Authority has applied for a zone change of the former Roosevelt High School property, located at 140 East K Street, from ED (Educational District) to C-2 (General Business). Land uses, as well as zoning in the immediate area, are a mix of residential and commercial. The property was acquired by the applicant with the intent of reusing the former school as a hub of veteran’s services. Plans for the property include a retail component, a residential component, professional offices, and community gardens.

Section 17.12.170 of the Casper Municipal Code specifically requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council. The Comprehensive

Land Use Plan is the City’s land use and development policy document that describes the values and ideals expressed by the community for its future. The City Council approved the 2017 update of the Comprehensive Plan at its July 5<sup>th</sup> public meeting.

Chapter Three (3) of the newly adopted Comprehensive Land Use Plan provides principles and goals which represent the overall visions of the plan. Applicable principles and goals in this case are as follows:

Principle ECH-1 – **Balanced Uses:** Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations. (Pg. 3-5)

Goal ECH1-2 – **Commercial and Employment Space:** Promote the redevelopment of underutilized commercial and industrial space to accommodate new uses. (Pg. 3-5)

Goal ECH1-5 – **Fair Housing:** Provide a range of attainable and affordable housing throughout the community with equal access to fair housing. (Pg. 3-5)

Goal ECH3-2 – **Historic Buildings:** Identify and capitalize on the location, significance, and potential for reuse and/or renovation of historic resources. (Pg. 3-6)

Goal VUC2-7 – **Historic Preservation:** Encourage a commitment to the adaptive reuse of vacant buildings to new uses, an investment in architecturally unique and culturally historic structures, and the creation of economic incentives to promote neighborhood preservation and revitalization. Work with local stakeholders on the historic preservation education and renovation of historic buildings. (Pg. 3-10)

Goal VUC1-2 – **Neighborhood Services:** Enhance the cohesiveness and identity of residential neighborhoods by encouraging a healthy mixture of commercial, employment, neighborhood services and cultural uses that support the everyday needs of these residents. (Pg. 3-9)

Goal UQL1-4 – **Housing Options:** Working with the neighborhood and HUD, encourage a range of housing options in North Casper and other parts of the community. (Pg. 3-23)

As was the case with the 2000 Comprehensive Land Use Plan, the recently adopted plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for zoning and land use regulations. The property in question is in an area designated by the FLU as “Neighborhood 3.” Neighborhood 3 is defined as a higher density neighborhood near commercial centers and major corridors. Small offices, civic uses, and community uses that support the surrounding neighborhood are appropriate in areas designated as Neighborhood 3;



therefore, a zone change to C-2 (General Business), and its wide availability of permitted uses is in keeping with the FLU element of the recently adopted Comprehensive Land Use Plan.

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

- A. Animal clinics and animal treatment centers;
- B. Apartments located within a business structure;
- C. Arcades/amusement centers;
- D. Assisted living;
- E. Automobile park, sales area or service center;
- F. Automobile service stations;
- G. Banks, savings and loans, and finance companies;
- H. Bars, taverns, retail liquor stores, and cocktail lounges;
- I. Bed and breakfast;
- J. Bed and breakfast homestay;
- K. Bed and breakfast inn;
- L. Business, general retail;
- M. Chapels and mortuaries;
- N. Churches;
- O. Clubs or lodges;
- P. Convenience establishment, medium volume;
- Q. Dance studios;
- R. Day care, adult;
- S. Child care center;
- T. Family child care center - zoning review;
- U. Family child care home;
- V. Family child care home - zoning review;
- W. Electrical, television, radio repair shops;
- X. Grocery stores;
- Y. Group homes;
- Z. Homes for the homeless (emergency shelters);
- AA. Hotels, motels;
- BB. Neighborhood groceries;
- CC. Offices, general and professional;
- DD. Pet shops;
- EE. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
- FF. Parking garages and/or lots;
- GG. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
- HH. Pawn shops;
- II. Personal service shops;
- JJ. Pharmacies;

- KK. Printing and newspaper houses;
- LL. Reception centers;
- MM. Recreation centers;
- NN. Restaurants, cafes, and coffee shops;
- OO. Retail business;
- PP. Sundry shops and specialty shops;
- QQ. Theaters, auditoriums, and other places of indoor assembly;
- RR. Thrift shops;
- SS. Vocational centers, medical and professional institutions;
- TT. Neighborhood assembly uses;
- UU. Regional assembly uses;
- VV. Branch community facilities;
- WW. Neighborhood grocery;
- XX. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

# 140 E K Street - Old Roosevelt High School



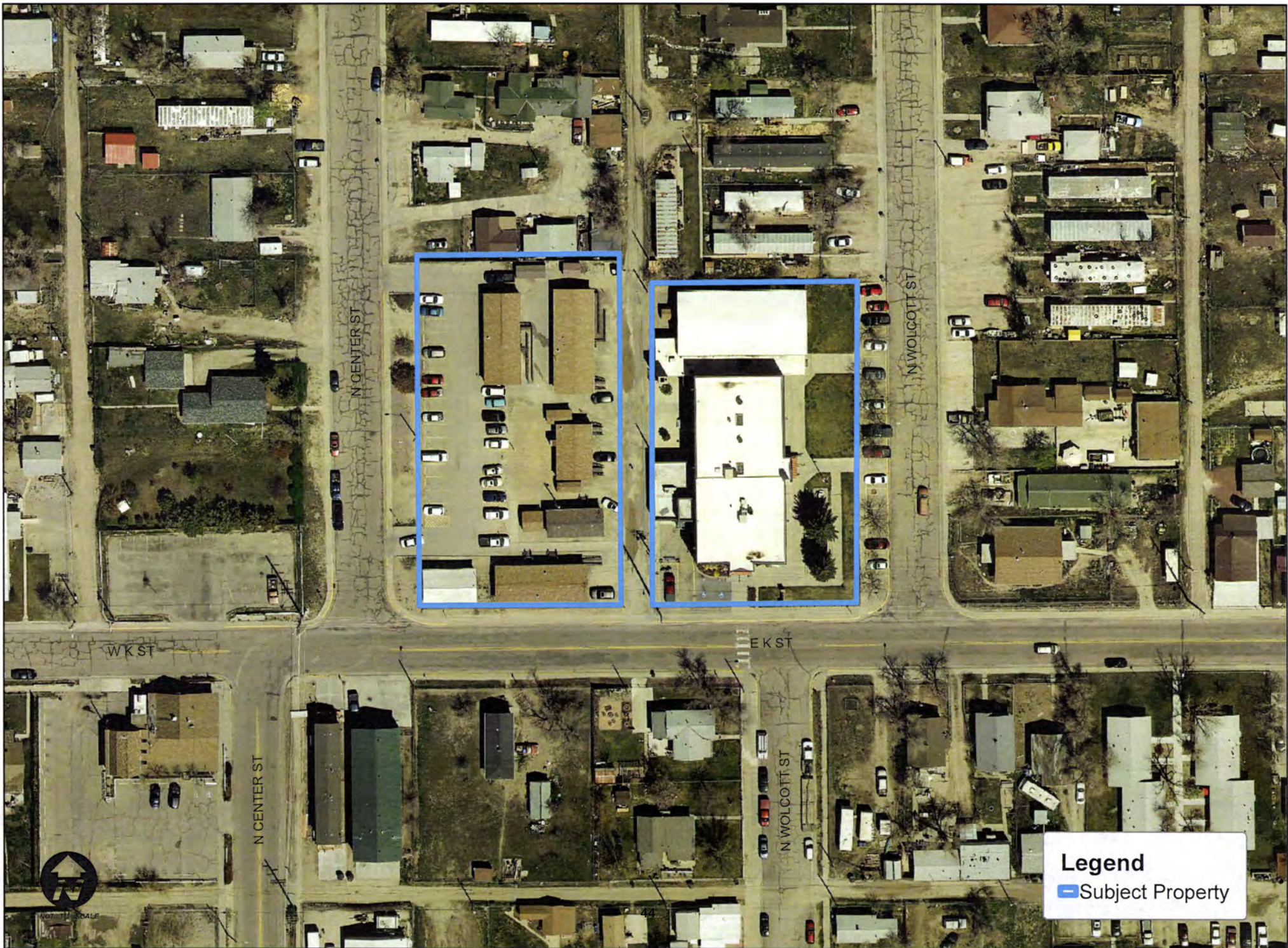
Surrounding Land Uses:  
 Single-Family Residential  
 Mobile Home Residential  
 Hospitality Commercial

**Legend**

- Subject Property
- 300' Notification Zone
- Buildings
- General Business(C2)
- Educational District(ED)
- One to Four Unit Residential(R3)
- High-Density Residential(R4)
- Mixed Residential(R5)
- Manufactured Home Park(R6)

NOT TO SCALE

# 140 E K Street - Old Roosevelt High School



**Legend**  
■ Subject Property

# 140 E K St. - Old Roosevelt High School - Future Land Use Map and Neighborhood Category



## Neighborhood 3



### GENERAL CHARACTERISTICS

Higher density neighborhoods near commercial centers and major corridors. Housing is built adjacent to sidewalks. To meet the needs of people in all stages of life, these neighborhoods are supported by a multimodal network, pocket parks, and public gathering spaces. Small offices, civic uses, and community uses (churches, daycare, etc.), that support the surrounding residential, would be acceptable, as necessary. Neighborhood 3 serves as a transition between Neighborhood 2 and Neighborhood Centers and Mixed Use areas.

### PRIMARY USES

Attached, single- and multifamily dwellings, including duplexes, townhomes, and other similar types of dwellings, at higher densities. Small format office and community uses.

RES. DEN-  
SITY  
8 - 30  
DU/Acre

NON-RES.  
FAR  
2.0

BUILDING  
HEIGHT  
2 - 8 Stories

ORDINANCE NO.14-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 4, 5, 6, 7, 8, 9, 10, AND THE SOUTH FORTY (40) FEET OF LOT 11, BLOCK 22, NELSONS ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification ED (Educational District) to C-2 (General Business); and,

WHEREAS, after a public hearing on August 17, 2017, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelsons Addition to the City of Casper, located at 140 East K Street, are hereby rezoned from ED (Educational District) to C-2 (General Business).

SECTION 2:

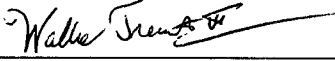
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Kenyne Humphrey  
Mayor

September 11, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Appeal of Planning and Zoning Commission's Decision to Deny a Requested Zone Change of Lots 1-4, Thomas D. Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business).

Meeting Type & Date:

Regular Council Meeting, October 3, 2017.

Action Type:

Ordinance and Public Hearing.

Recommendation:

That Council consider the appeal of the Planning and Zoning Commission's decision to deny the requested Zone Change of Lots 1-4, Thomas D. Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business).

Summary:

Cottonwood, LLC has applied for a zone change of Lots 1-4, Thomas D. Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business). Land uses, as well as zoning in the immediate area, are a mix of residential and commercial. The subject property is occupied by a multi-family residential structure, which is a permitted use under both the existing R-3 (One to Four Unit Residential) and proposed C-2 (General Business) zoning districts. The zone change was initiated because the applicant constructed a six (6) foot high fence along the south property line, which was determined to be out of compliance with front yard fence height restrictions in residential districts. If approved, a zone change to C-2 (General Business) would make the fence legal and conforming.

The Planning and Zoning Commission reviewed the proposed zone change at their August 17, 2017 public hearing. Pursuant to the Planning and Zoning Commission's bylaws, it requires four (4) affirmative votes to pass any motion. The motion to approve the zone change failed by a majority vote (5-2) after finding that the requested zone change, if approved, would meet the definition of spot zoning. As defined by the Casper Municipal Code, spot zoning is:

*The singling out of a particular property or small groups of properties for different treatment from that accorded to similar surrounding land; which is contrary to the general pattern of zoning in the surrounding geographic area and is not in accordance with the comprehensive plan; and, which is designed solely for the economic benefit of the owner of the property receiving special treatment.*



Furthermore, the Commission was concerned that zone changes have long-term land use implications, and should not be used as a tool to solve a fencing problem which the applicant created by not applying for the necessary permits, and constructing a fence in violation of the City's fencing regulations that other residential properties must adhere to. Finally, the Commission stated that the requested zone change was not in conformance with the intent of the C-2 (General Business) zoning district.

Section 17.12.170(E) of the Casper Municipal Code specifies that if a zone change is denied, the Commission shall state in writing the reasons for its decision. Decisions of the Commission to deny a zone change may be appealed to the City Council, in writing, within ten (10) calendar days from the date of the written decision. Staff received a request for an appeal from the applicant on August 18, 2017.

As required by City Code and State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing, public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

A notice of public hearing was published in the Casper Star-Tribune advertising the City Council public hearing on September 15, 2017. All public hearings are also advertised on the City's website ([casperwy.gov](http://casperwy.gov)).

Financial Considerations:

N/A

Oversight/Project Responsibility:

Craig Collins, City Planner, is tasked with processing the appeal request.

Attachments: Memo to the Chairman and Members of the Planning & Zoning Commission

- Aerial map
- Existing Zoning Map
- Future Land Use Context Map
- Photos
- Ordinance
- Resolution
- Letter Requesting Appeal

August 11, 2017

MEMO TO: Bob King, Chairman  
Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-17-030-Z** – Petition for a zone change of Lots 1-4, Thomas D. Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business). Applicant: Cottonwood, LLC.

Recommendation:

If, after the required public hearing, the Planning and Zoning Commission finds that the requested zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff recommends that the Planning and Zoning Commission approve the zone change, and forward a “do pass” recommendation to the City Council.

Code Compliance:

Staff has complied with all requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes including notification of property owners within 300 feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. Staff has not received any public comments regarding this case.

Summary:

Cottonwood, LLC has applied for a zone change of Lots 1-4, Thomas D. Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business). Land uses, as well as zoning in the immediate area, are a mix of residential and commercial. The subject property is occupied by a multi-family residential structure, which is a permitted use under both the existing R-3 (One to Four Unit Residential) and proposed C-2 (General Business) zoning districts. The zone change was initiated because the applicant constructed a six (6) foot high fence along the south property line, which was determined to be out of compliance with front yard fence height restrictions in residential districts. If approved, a zone change to C-2 (General Business) would make the fence legal and conforming.

Section 17.12.170 of the Casper Municipal Code specifically requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission. The Comprehensive Land Use Plan is the City's land use and development policy document that describes the values and ideals expressed by the community for its future. The City Council approved the 2017 update of the Comprehensive Plan at its July 5<sup>th</sup> public meeting.

Chapter Three (3) of the newly adopted Comprehensive Land Use Plan provides principles and goals which represent the overall visions of the plan. Applicable principles and goals in this case are as follows:

Principle ECH-1 – **Balanced Uses:** Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations. (Pg. 3-5)

Goal UQL1-4 – **Housing Options** - Working with the neighborhood and HUD, encourage a range of housing options in North Casper and other parts of the community. (Pg.3-23)

As was the case with the 2000 Comprehensive Land Use Plan, the recently adopted plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for zoning and land use regulations. The property in question is in an area designated by the FLU as "Neighborhood Center." A Neighborhood Center allows a variety of housing types and provides services to the immediate neighborhood. Neighborhood Centers typically consist of offices, small grocery, and/or restaurants. Although primarily residential in character, other uses are focused at intersections and major corridors, to buffer single-family residential neighborhoods. The proposed zoning district is in keeping with the FLU element of the recently adopted Comprehensive Land Use Plan.

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

- A. Animal clinics and animal treatment centers;
- B. Apartments located within a business structure;
- C. Arcades/amusement centers;
- D. Assisted living;
- E. Automobile park, sales area or service center;
- F. Automobile service stations;
- G. Banks, savings and loans, and finance companies;
- H. Bars, taverns, retail liquor stores, and cocktail lounges;
- I. Bed and breakfast;
- J. Bed and breakfast homestay;

- K. Bed and breakfast inn;
- L. Business, general retail;
- M. Chapels and mortuaries;
- N. Churches;
- O. Clubs or lodges;
- P. Convenience establishment, medium volume;
- Q. Dance studios;
- R. Day care, adult;
- S. Child care center;
- T. Family child care center - zoning review;
- U. Family child care home;
- V. Family child care home - zoning review;
- W. Electrical, television, radio repair shops;
- X. Grocery stores;
- Y. Group homes;
- Z. Homes for the homeless (emergency shelters);
- AA. Hotels, motels;
- BB. Neighborhood groceries;
- CC. Offices, general and professional;
- DD. Pet shops;
- EE. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
- FF. Parking garages and/or lots;
- GG. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
- HH. Pawn shops;
- II. Personal service shops;
- JJ. Pharmacies;
- KK. Printing and newspaper houses;
- LL. Reception centers;
- MM. Recreation centers;
- NN. Restaurants, cafes, and coffee shops;
- OO. Retail business;
- PP. Sundry shops and specialty shops;
- QQ. Theaters, auditoriums, and other places of indoor assembly;
- RR. Thrift shops;
- SS. Vocational centers, medical and professional institutions;
- TT. Neighborhood assembly uses;
- UU. Regional assembly uses;
- VV. Branch community facilities;
- WW. Neighborhood grocery;
- XX. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

# 802-808 N Washington



# 802-808 N Washington



Surrounding Land Uses:  
 Single-Family Residential  
 Multi-Family Residential  
 Hospitality Commercial  
 Retail Commercial  
 Outside Storage

**Legend**

- Subject Property
- 300' Notification Zone
- Buildings
- General Business(C2)
- Park Historic(PH)
- One to Four Unit Residential(R3)



US INTERSTATE I-25

US INTERSTATE I-25

EEST

## 802 - 808 N. Washington - Future Land Use Map and Neighborhood Category



### Neighborhood Centers



#### GENERAL CHARACTERISTICS

Strategically located areas throughout Neighborhoods 2 and 3 that include a variety of housing types and provide services to their immediate neighborhood area. Neighborhood Centers typically consist of offices, small grocery, and/or restaurants. Size, scale, and intensity of use fit into the context of the neighborhood, and Centers are highly connected and pedestrian- and bicycle-friendly. Although primarily residential in character, other uses are focused at intersections and major corridors, to buffer single-family residential neighborhoods. Schools and other public facilities such as recreation centers are also located in Neighborhood Centers. Public facilities should connect to surrounding uses and major facilities should be buffered to residential uses by lower impact development.

#### PRIMARY USES

Areas designated for low-scale commercial uses supporting general neighborhood needs with supporting multifamily residential.

#### RES. DEN- SITY

5 - 15 DUs/  
Acre

#### NON-RES. FAR

.25 - 1.0

#### BUILDING HEIGHT

1 - 3 Stories

802 - 808 N Washington

Facing west along N Washington Street





**From:** Craig Collins  
**Sent:** Friday, August 18, 2017 8:48 AM  
**To:** Aaron Kloke; Dee Ann Hardy  
**Subject:** FW: appeal

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**From:** Becky [mailto:bulferz@bresnan.net]  
**Sent:** Friday, August 18, 2017 8:40 AM  
**To:** Craig Collins <ccollins@casperwy.gov>  
**Subject:** appeal

Craig,

I would like to appeal my zoning change to the city council.

Thank you.

Becky Bulfer

307-262-0023

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All City of Casper e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

**ORDINANCE NO.15-17**

**AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-4, THOMAS D. ROSS #1 ADDITION IN THE CITY OF CASPER, WYOMING.**

WHEREAS, after a public hearing on August 17, 2017, the City of Casper Planning and Zoning Commission, by a 5-2 vote, failed to pass a motion recommending that the City Council approve a zone change of Lots 1-4, Thomas D Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business); and,

WHEREAS, pursuant to Section 17.12.170(E) of the Casper Municipal Code, if a zone change is denied, the Commission shall state, in writing, the reasons for its decision. Decisions of the Commission to deny a zone change may be appealed to the City Council, in writing, within ten calendar days from the date of the written decision, pursuant to Section 17.12.170(G) of the Casper Municipal Code; and,

WHEREAS, the Commission's written decision is dated August 17, 2017, and the applicant provided a written appeal to the City dated August 18, 2017; and,

WHEREAS, the governing body of the City of Casper finds that the Planning and Zoning Commission's decision to deny the zone change should be overturned, and the above-described zone change should be approved.

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

**SECTION 1:**

That a zone change of Lots 1-4, Thomas D Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business), is hereby approved.

**SECTION 2:**

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

RESOLUTION NO.17-181

A RESOLUTION UPHOLDING THE PLANNING & ZONING COMMISSION'S DECISION TO DENY A ZONE CHANGE OF LOTS 1-4, THOMAS D. ROSS #1 ADDITION, CITY OF CASPER FROM R-3 (ONE TO FOUR UNIT RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL)

WHEREAS, after a public hearing on August 17, 2017, the City of Casper Planning and Zoning Commission, by a 5-2 vote, failed to pass a motion recommending that the City Council approve a zone change of Lots 1-4, Thomas D Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business); and,

WHEREAS, pursuant to Section 17.12.170(E) of the Casper Municipal Code, if a zone change is denied, the Commission shall state, in writing, the reasons for its decision. Decisions of the Commission to deny a zone change may be appealed to the City Council, in writing, within ten calendar days from the date of the written decision, pursuant to Section 17.12.170(G) of the Casper Municipal Code; and

WHEREAS, the Commission's written decision is dated August 17, 2017, and the applicant provided a written appeal to the City dated August 18, 2017; and

WHEREAS, the governing body of the City of Casper finds that the Planning and Zoning Commission's decision to deny the zone change should be sustained, and the above-described zone change should be denied.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution denying the zone change as described above.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

*Walter Trout*

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ATTEST:

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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Kenyne Humphrey  
Mayor

September 11, 2017

MEMO TO: J. Carter Napier, City Manager *JN*

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Public Hearing to Review Ordinance Approving a Municipal Code Text Amendment to the Historic Preservation Program.

Meeting Type & Date: Regular Council Meeting, October 3, 2017.

Action Type: Ordinance, and Public Hearing on First Reading.

Recommendation:

That Council, by ordinance, approve proposed Municipal Code text amendments regarding the Casper Historic Preservation Program membership requirements pertaining to term limits, removal from the commission, election of officers and duties of the Chairman.

Summary:

The Casper Historic Preservation Commission was historically coordinated through the City Leisure Services Department. Most recently, in October of 2016, the Planning Division has taken on the responsibility of coordinating the Commission. Throughout this transition, Planning staff has made efforts to align the Commission's administrative policies and official Rules & Regulations with the Wyoming State Historic Preservation Office's (SHPO) guidelines. The proposed Casper Municipal Code text amendments are proposed to maintain consistency with the SHPO local government membership requirements pertaining to term limits, removal from the commission, election of officers and duties of the Chairman.

As required by State Statute, a notice will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

A related resolution, with proposed changes to the Casper Historic Preservation Rules & Regulations to also maintain consistency with updated SHPO guidelines, will be presented to Council at the time of the third reading of this proposed ordinance on November 7, 2017.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Aaron Kloke in the Planning Division is responsible as staff liaison to the Historic Preservation Committee.

Attachments: Ordinance

ORDINANCE NO. 16-17

AN ORDINANCE AMENDING SECTION 2.40.050 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO THE  
HISTORIC PRESERVATION PROGRAM

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

Section 1:

That Section 2.40.050 of the Casper Municipal Code shall be amended to read as follows:

There is hereby created the city of Casper historic preservation commission, which shall consist of AT LEAST THREE AND NO MORE THAN eleven members. Members shall be selected by the mayor, by and with the consent of the majority vote of the city council. In selecting the commission members, an attempt shall be made to draw on a wide range of backgrounds and interests to represent the city of Casper's diverse heritage.

PASSED on first reading this \_\_\_ day of \_\_\_\_\_, 2017.

PASSED on second reading this \_\_\_ day of \_\_\_\_\_, 2017.

PASSED, APPROVED AND ADOPTED on third and final reading on this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

September 25, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *lb*  
SUBJECT: Tabling, on Third Reading, a Zone Change Ordinance for 205 South Minnesota Avenue

Meeting Type & Date:

Regular Council Meeting, October 3, 2017.

Action Type:

Table, on third reading, an Ordinance approving a zone change.

Recommendation:

That Council table, on third reading, an ordinance for a zone change from R-2 (One Unit Residential) to C-2 (General Business) of Lot 4 and a portion of Lot 5, Block 8, "East Terraces" Addition, located at 205 South Minnesota Avenue.

Summary:

The applicant called on Monday, September 25, 2017 and requested that the proposed zone change be tabled on third reading. The applicant has an offer to purchase the property, and needs additional time to determine whether the zone change is necessary for the potential owner's use of the property.



ORDINANCE NO. 13-17

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE CASPER MUNICIPAL CODE, PERTAINING TO GAMING/GAMBLING IN THE C-2 (GENERAL BUSINESS) ZONING DISTRICT.

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

SECTION 1:

That Section 17.68.020 of the Casper Municipal Code is hereby amended to add "Gaming/Gambling," alphabetically, as a permitted use in the C-2 (General Business) zoning district; as follows:

Except as otherwise provided, no new building, structure or land use shall be erected or used in a C-2 district except:

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

27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

SECTION 2:

That Section 17.68.030 of the Casper Municipal Code is hereby amended to remove the strikethrough text, as follows:

17.68.030 Conditional uses.

The following are conditional uses in the C-2 district:

- A. Animal shelters and animal boarding houses;
- B. Apartments;
- C. Automobile repair shop;
- D. Convenience establishments, high volume;
- ~~E. Gaming/Gambling; provided such use is located in excess of three hundred feet from any school or church use;~~
- F.E. Parking lots;
- G.F. Public utility and public service installations and facilities; excluding business offices and repair and storage facilities;
- H.G. Workshop scale manufacturing, assembling, or packaging of products from previously prepared materials;

I.H. Other uses as determined by the commission.

SECTION 3:

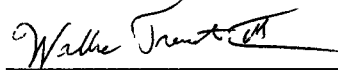
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1<sup>st</sup> reading the 19<sup>th</sup> day of September, 2017,

PASSED ON 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017,

PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

September 20, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director   
Pete Meyers, Assistant Financial Services Director  
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: First Reading Ordinance Regarding Resort Liquor Licenses

Meeting Type & Date  
Regular Council Meeting  
October 3, 2017

Action Type  
First Reading Ordinance

Recommendation  
That Council approve, on first reading, an Amendment to the Resort Liquor Licensing Laws in Chapter 5 of the Casper Municipal Code.

Summary  
The City of Casper's municipal code has an extensive chapter of liquor law. Since this chapter was written to be compatible with state law, it is recommended that the municipal code be amended in order to remain consistent with the current State Statutes.

Wyoming State Statute includes language that enables ski areas to apply for a resort liquor license, but the Casper Municipal Code does not contain that enabling language. The proposed amendment would change city law so that it would incorporate state law by reference. This would have the effect of allowing ski areas to apply for resort liquor licenses.

Financial Considerations  
This amendment will enable the Hogadon Ski Area to apply for a resort liquor license. It is anticipated that having such a license would help to generate roughly \$20,000 per year.

Oversight/Project Responsibility  
Pete Meyers, Assistant Financial Services Director

Attachments  
Ordinance Amending Resort Section of Chapter 5 of the Casper Municipal Code

ORDINANCE NO. 17-17

AN ORDINANCE AMENDING CHAPTER 5 OF THE CASPER MUNICIPAL CODE PERTAINING TO RESORT LIQUOR LICENSES.

WHEREAS, Casper Municipal Code as currently written is not consistent with Wyoming State Statutes in regards to Resort Liquor License requirements; and

WHEREAS, Casper Municipal Code, as currently written, would prevent the issuance of Resort Liquor Licenses to ski areas not having large hotels on premise; and

WHEREAS, it would benefit the City of Casper to be able to issue Resort Liquor Licenses to ski areas without large on premise hotels.

NOW, THEREFORE, be it ordained by the governing body of the City of Casper, Wyoming that the Casper Municipal Code is hereby amended as follows:

SECTION 1:

Section 5.08.240 is hereby amended by removing the strike out words and replacing with language that is capitalized as follows:

- A. The city council may issue resort retail liquor licenses to applicants who MEET THE REQUIREMENTS OF ~~are owners or lessees of a resort complex meeting the qualifications of subsection B of this section.~~ WYOMING STATE STATUTE 12-4-401. ALL APPLICANTS FOR ISSUANCE OR RENEWAL OF A RESORT LIQUOR LICENSE SHALL COMPLY WITH ALL APPLICABLE WYOMING STATE STATUTES AS THEY MAY BE AMENDED FROM TIME TO TIME.
- B. ~~To qualify for a resort retail liquor license, the city council shall require the resort complex to:~~
  - 1. ~~Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars, excluding the value of the land;~~
  - 2. ~~Include a restaurant and convention facility, which convention facility shall seat no less than one hundred persons; and~~
  - 3. ~~Include motel or hotel accommodations with a minimum of one hundred sleeping rooms.~~
- C. ~~No resort liquor license may be transferred to another location. License ownership may be transferred to a purchaser or lessee of the licensed premises with the approval of the city council.~~
- D. ~~Resort liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee. The dispensing of alcoholic liquor or~~

~~malt beverages licensed to be sold hereunder shall be controlled by Sections 5.08.290 through 5.08.310.~~

SECTION 2:

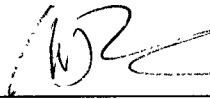
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the      day of                      2017

PASSED on 2nd reading the    day of                      2017

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Kenye Humphrey  
Mayor

September 18, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Wallace Trembath, Assistant City Attorney *W.T.*  
William R. Chambers, Interim City Attorney  
SUBJECT: Franchise Extension Agreement with Rocky Mountain Power

Meeting Type & Date  
Regular Council Meeting  
October 3, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, approve a Franchise Extension Agreement with Rocky Mountain Power.

Summary  
PacifiCorp, doing business as Rocky Mountain Power, is a regulated public utility that provides electrical power to the citizens of the City of Casper and other surrounding areas. Providing electrical power and energy requires the installation, operation, and maintenance of power poles and other related facilities to be located within the public ways of the City. The current franchise, as amended, expires by its terms on November 4, 2017, and a new franchise is necessary.

Rocky Mountain Power and the City have been engaged in extensive renewal negotiations, which were complicated by the loss of the Rocky Mountain Power's Operations Manager and changes in the City Manager position. The amount of time required to conclude negotiations will extend beyond the initial franchise expiration date. So, the parties have jointly agreed to extend the current franchise term until December 31, 2017, to complete negotiations.

Financial Considerations  
There are no financial considerations.

Oversight/Project Responsibility  
Fleur Tremel and Jolene Martinez

Attachments  
Resolution  
Franchise Extension Agreement



Let's turn the answers on.

Rita C. Meyer  
Vice President – Wyoming  
315 West 27<sup>th</sup> Street  
Cheyenne, Wyoming 82001

**SECOND FRANCHISE EXTENSION AGREEMENT**

**Recitals:**

1. PacifiCorp, doing business as Rocky Mountain Power (hereinafter referred to as Rocky Mountain Power), is a regulated public utility that provides electric power and energy to the citizens of the City of Casper, Wyoming (the “City”) and other surrounding areas.

2. Providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City.

3. Ordinance 24-99, granted a franchise to Rocky Mountain Power, and Ordinance 19-13 amended the franchise fees. The current franchise, as amended, was scheduled to expire by its terms on May 4, 2017, which expiration date was extended to November 4, 2017, by the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017. A new franchise is necessary.

4. Rocky Mountain Power and the City have been engaged in renewal negotiations, and a proposed franchise has been submitted to the City Council for review. The parties desire that no gap occur between expiration of the current franchise and adoption of the replacement franchise.

5. The parties have jointly agreed to extend the current franchise term to allow the City Council sufficient time to review the proposed franchise and to permit the statutory three readings of the replacement ordinance prior to its passage.

**NOW, THEREFORE**, the current franchise of Rocky Mountain Power shall be extended through the earlier of (1) December 31, 2017, or (2) adoption of the new franchise ordinance by the City Council and its acceptance by Rocky Mountain Power.

APPROVED AS TO FORM:

Walter Truett

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

*City of Casper*

\_\_\_\_\_  
Kenyne Humphrey  
Mayor



ACCEPTED this 15 day of September, 2017.

Pacificorp d/b/a Rocky Mountain Power

By: Rita C. Meyer

Name/Title: Rita C. Meyer, VP Rocky Mountain Power

RESOLUTION NO.17-182

A RESOLUTION AUTHORIZING A FRANCHISE EXTENSION AGREEMENT BETWEEN PACIFICORP D/B/A ROCKY MOUNTAIN POWER AND THE CITY OF CASPER, WYOMING.

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power, is a regulated public utility that provides electrical power and energy to the citizens of the City of Casper, Wyoming and other surrounding areas; and,

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City; and,

WHEREAS, Ordinance 24-99, granted a franchise to Rocky Mountain Power, and Ordinance 19-13 amended the franchise fees; and,

WHEREAS, the current franchise, as amended, was scheduled to expire by its terms on May 4, 2017, which expiration date was extended to November 4, 2017, by the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017. A new franchise is necessary.

WHEREAS, Rocky Mountain Power and the City have been engaged in renewal negotiations, and a proposed franchise has been submitted to the City Council for review. The parties desire that no gap occur between expiration of the current franchise and adoption of the replacement franchise.

WHEREAS, the parties have jointly agreed to extend the current franchise term to allow the City Council sufficient time to review the proposed franchise and to permit the statutory three readings of the replacement ordinance prior to its passage.

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 franchise extension agreement between the City of Casper and Pacificorp, dba Rocky Mountain Power.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenye Humphrey  
Mayor

RESOLUTION NO. 17-191

A RESOLUTION AUTHORIZING THE ADDITION OF THE CITY OF CASPER INFORMATION TECHNOLOGY DIVISION AND CITY ATTORNEY'S OFFICE AS COMPONENTS OF THE CITY THAT DEAL WITH HEALTH CARE INFORMATION, TO COMPLY WITH THE REQUIREMENTS OF A HYBRID ENTITY IN ACCORDANCE WITH THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

WHEREAS, the City Council of Casper, Wyoming, has established an employee health insurance program, known as City of Casper Employee Benefit Plan, which is administered pursuant to contract by MBA of Wyoming; and,

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires an entity with a self funded health insurance plan, to establish privacy policies and procedures to identify and protect Protected Health Information (PHI), enter into contracts with business associates to incorporate provisions required by HIPAA, prepare notice to employee and others enrolled in the program of their privacy rights, and to appoint a Privacy Officer and/or Contact Person to receive complaints and provide information on a timely basis; and,

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

That the City of Casper is hereby designated as a hybrid entity specifically designating the City Appeals Committee, Human Resources and Risk Management Division, Information Technology Division, the City Attorney's Office and Financial Services Department as components of the City that deal with health care information, to comply with the requirements of a hybrid entity set forth in the Health Insurance Portability and Accountability Act of 1996.

PASSED, APPROVED, AND ADOPTED on this 3rd day of October, 2017.

APPROVED AS TO FORM:



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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Kenyne Humphrey  
Mayor

September 11, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: County Plat Approval, JBL Business Park

Meeting Type & Date: Regular Council Meeting, October 3, 2017.

Action Type: Resolution

Recommendation: That Council, by resolution, approve a County plat within one (1) mile of the Casper City limits, creating the JBL Business Park.

Summary: Application has been made by JBL, Limited Partnership for County plat approval of the proposed JBL Business Park. The proposed subdivision encompasses 1.83-acres, more or less, and is creating two (2) lots. The property is located west of the City limits, off of English Avenue.

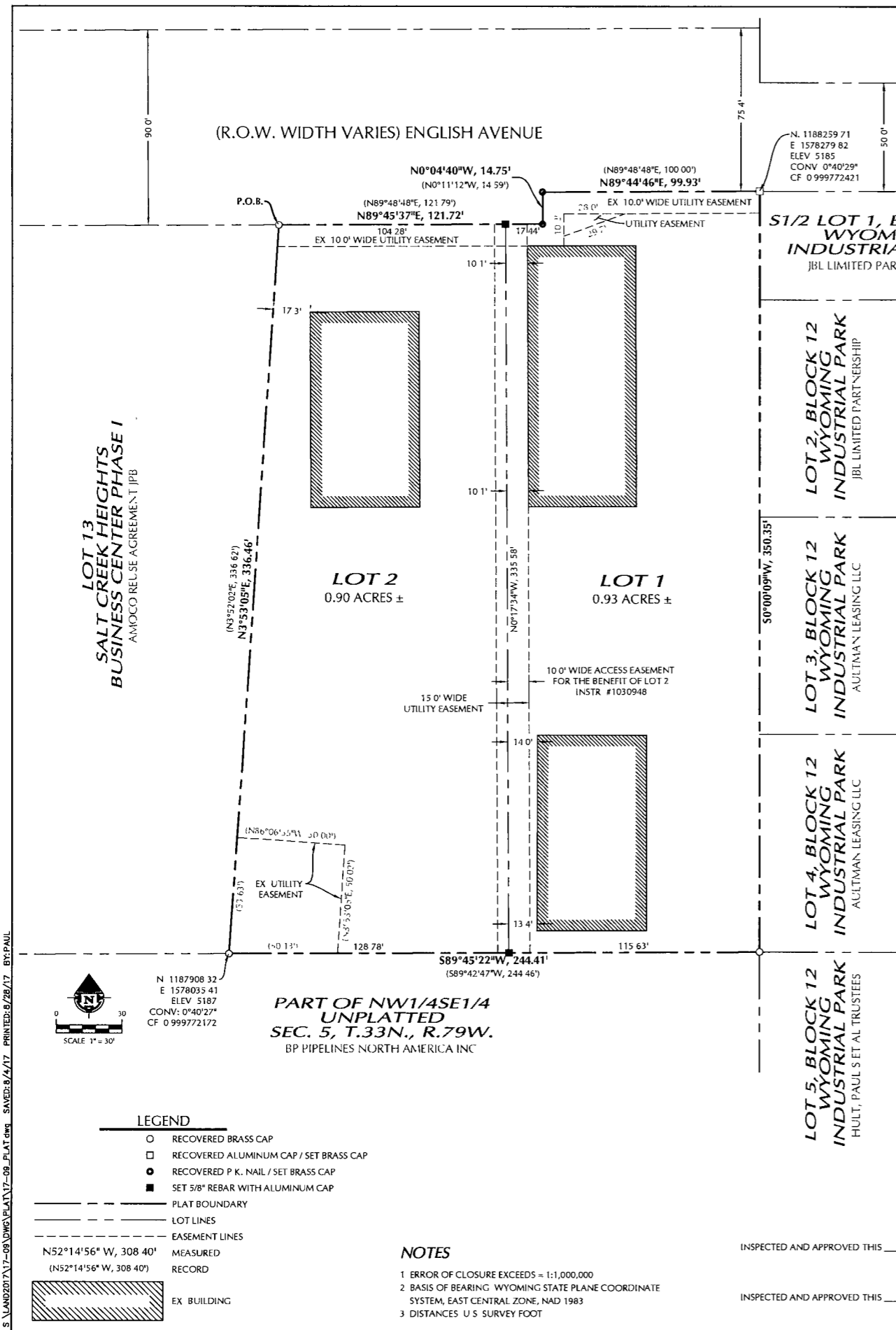
Pursuant to Wyoming State Statute 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality. In this case, the plat is a simple lot split and does not affect any public right-of-ways or public utilities.

Oversight/Project Responsibility: Craig Collins, AICP, City Planner.

Attachments:

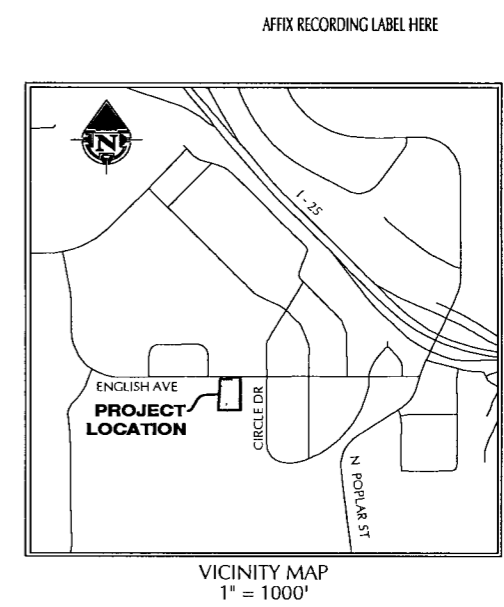
Resolution

Plat



**"JBL BUSINESS PARK"**  
 A VACATION OF SALT CREEK HEIGHTS BUSINESS CENTER  
 PHASE I, LOT 12 AS RECORDED IN THE OFFICE OF THE  
 NATRONA COUNTY CLERK AS INSTRUMENT No. 934095  
 AND PLAT OF JBL BUSINESS PARK.

A SUBDIVISION OF A PORTION OF THE  
 NW1/4SE1/4 OF SECTION 5, TOWNSHIP 33 NORTH,  
 RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 NATRONA COUNTY, WYOMING  
 SCALE: 1"=30'



**CERTIFICATE OF DEDICATION**

JBL LIMITED PARTNERSHIP, hereby certifies that they are the owner and proprietor of the foregoing vacation of Salt Creek Heights Business Center Phase I, Lot 12 as recorded in the office of the clerk of Natrona County, Wyoming, on August 17, 2012, as Instrument No. 934095 and plat of JBL Business Park, being more particularly described as follows:

Beginning at a brass cap at the northeast corner of Lot 13 of said Salt Creek Heights Business Center Phase I, and a point in the south right-of-way line of English Avenue, thence along the south right-of-way line of said English Avenue for the next three calls, N89°45'37"E, 121.72 feet, thence N0°04'10"W, 14.75 feet, thence N89°44'46"E, 99.93 feet to a point in the south right-of-way line of said English Avenue, thence along the west line of Lots 1 through 4, Block 12, Wyoming Industrial Park, S0°00'09"W, 350.35 feet to a brass cap, thence along the south line of said Salt Creek Heights Business Center Phase I, S89°45'22"W, 244.41 feet to an brass cap at the southeast corner of said Lot 13; thence along the east line of said Lot 13, N3°53'05"E, 336.46 feet to the Point of Beginning.

The above described Lot contains 1.83 acres, more or less, and are subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

The subdivision of the foregoing described land as it appears on this plat is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as "JBL BUSINESS PARK". The above named owner and proprietor does hereby grant to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat.

**OWNER**  
 JBL, LIMITED PARTNERSHIP  
 590 Circle Drive  
 Casper, Wyoming 82601

Bill England - Partner, JBL, LIMITED PARTNERSHIP

STATE OF WYOMING )  
 NATRONA COUNTY ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
 Bill England - Partner, JBL, LIMITED PARTNERSHIP  
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires \_\_\_\_\_.

NOTARY PUBLIC

**CERTIFICATE OF APPROVAL**

STATE OF WYOMING )  
 NATRONA COUNTY ) SS

I, do hereby certify that this vacation and replat has been examined by me and found to comply with the regulations for Natrona County, Wyoming, and is therefore, approved for recording.

APPROVED BY THE TOWN COUNCIL OF MILLS, WYOMING BY RESOLUTION NO. \_\_\_\_\_, DULY PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN CLERK \_\_\_\_\_ ATTEST: MAYOR \_\_\_\_\_

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_, DULY PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CITY CLERK \_\_\_\_\_ ATTEST: MAYOR \_\_\_\_\_

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
 COUNTY SURVEYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
 COUNTY COMMISSIONER

ATTEST: \_\_\_\_\_  
 COUNTY CLERK

\_\_\_\_\_  
 COUNTY DEVELOPMENT DIRECTOR / DATE

\_\_\_\_\_  
 NATRONA COUNTY HEALTH OFFICER / DATE

**CERTIFICATE OF SURVEYOR**

I, Paul A. Heintz, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "JBL BUSINESS PARK", being a vacation of Salt Creek Heights Business Center Phase I, Lot 12, as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the Natrona County regulations governing the subdivision of land.



STATE OF WYOMING )  
 NATRONA COUNTY ) SS

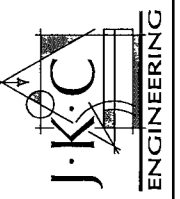
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by

Paul A. Heintz, P.L.S.

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires \_\_\_\_\_.

NOTARY PUBLIC

ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672



"JBL BUSINESS PARK"  
 A VACATION OF SALT CREEK HEIGHTS BUSINESS CENTER PHASE I, LOT 12,  
 A PORTION OF THE NW1/4SE1/4 OF SECTION 5, TOWNSHIP 33 NORTH, RANGE 79  
 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

DATE: 5/10/2017  
 PROJECT #: 17-09  
 DRAWN BY: JRB/SAS  
 SHEET TITLE:

RECORD OF SURVEY

SHEET NUMBER  
**1 OF 1**

RESOLUTION NO.17-183

A RESOLUTION APPROVING A NATRONA COUNTY PLAT,  
"JBL BUSINESS PARK"

WHEREAS, application has been made for County subdivision approval of the JBL Business Park plat, comprising 1.83-acres, more or less, and creating two (2) lots; and,

WHEREAS, pursuant to W.S. § 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

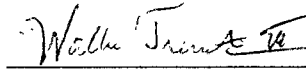
WHEREAS, JBL Business Park is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the JBL Business Park plat.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving and authorizing the Mayor to sign the plat of JBL Business Park.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

August 31, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing an Agreement with Central Wyoming Regional Water System Joint Powers Board (JPB) for the CPU Roof Replacement Project for the City of Casper and the Regional Water System in an amount not to exceed \$28,035

Meeting Type & Date  
Regular Council Meeting  
October 3, 2017

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement in the amount of \$28,035.00 with the JPB for the CPU Roof Replacement Project for the City of Casper and the Regional Water System.

Summary

The CPU Roof Replacements Project includes the removal and replacement of the existing roofing systems at the Water Treatment Plant, North Platte Lift Station, and Wastewater Collections Garage at the Wastewater Treatment Plant. The existing roofing systems on the facilities are nearing the end of their operational lives, and a number of leaks have developed causing safety concerns. The new roofing systems will carry a fifteen (15) year warranty after installation. Work is scheduled to be completed by October 6, 2017. The estimate prepared by the City Engineering Division was \$99,750.00.

On Tuesday, June 20, 2017, two (2) bids were received for the CPU Roof Replacements, Project No. 17-042. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Dave Loden Construction</b>	<b>Buffalo, Wyoming</b>	<b>\$56,885.00</b>
Contract West Roofing	Salt Lake City, Utah	\$56,800.00

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. Bid preference was granted to Dave Loden Construction for being the certified resident bidder. A notice was published in the local newspaper once a week for two consecutive



weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

An agreement has been consummated with Dave Loden Construction in the amount of \$56,885 with a \$6,000 contingency fund for a total project cost of \$62,885.00 to perform the CPU Roof Replacement Project for the City of Casper and the Central Wyoming Regional Water System. The agreement specifies that at the end of the contract, the Central Wyoming Regional Water System will reimburse to the City of Casper their portion of the CPU Roof Replacement Project for the Water Treatment Plant up to a maximum amount of \$28,035.00.

The Central Wyoming Regional Water System Joint Powers Board, at its regular September 19, 2017 meeting, approved this agreement.

#### Financial Considerations

At the conclusion of the contract with Dave Loden Construction, the Central Wyoming Regional Water System will pay an amount up to \$28,035.00, its portion of the contract, to the City of Casper.

#### Oversight/Project Responsibility

The agreement will be administered by Bruce Martin, Public Utilities Manager.

#### Attachments

Resolution

Agreement

**AGREEMENT BETWEEN THE CITY OF CASPER AND  
THE CENTRAL WYOMING REGIONAL WATER SYSTEM  
JOINT POWERS BOARD FOR THE CPU ROOF  
REPLACEMENT PROJECT**

THIS AGREEMENT is made, and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and among the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City,” and the Central Wyoming Regional Water System Joint Powers Board, 1500 Southwest Wyoming Boulevard, Casper, Wyoming 82604, hereinafter referred to as “JPB.” Throughout this document the City and JPB may be collectively referred to as the “Parties.”

WHEREAS, both the City and the JPB desire to have existing roofing systems removed and replaced at the Water Treatment Plant, North Platte Lift Station, and the Collections Garage at the Wastewater Treatment Plant; and,

WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and JPB to jointly perform a roof replacement project; and,

WHEREAS, a contract is needed between the parties to delineate the duties and financial responsibilities of each party for the CPU Roof Replacement Project.

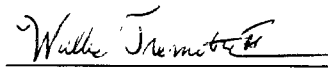
NOW, THEREFORE, it is hereby agreed among the parties that:

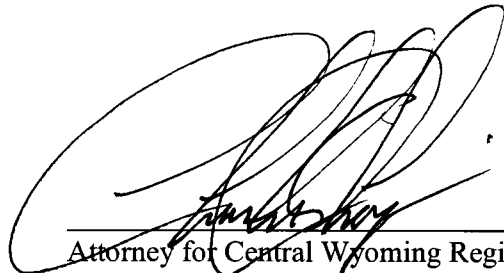
1. The City shall be responsible for administering the roof replacement project on behalf of the JPB and the City. The Contractor’s professional service agreement will be with the City.
2. The JPB shall participate in any upfront meetings, the pre-construction meeting, and the final walkthrough of the completed project.
3. The JPB shall provide access to the Water Treatment Plant roof that is in need of replacement.
4. The anticipated cost for the entire CPU Roof Replacement Project, including contingency funds in the amount of \$6,000, is Sixty-Two Thousand Eight Hundred Eighty-Five Dollars (\$62,885). The JPB’s share of the cost is anticipated to be Twenty-Eight Thousand Thirty-Five Dollars (\$28,035) as shown in the cost breakdown in Exhibit “A”.
5. At the end of the project, the City shall bill the JPB for its proportionate share of the cost of the project not to exceed Twenty-Eight Thousand Thirty-Five Dollars (\$28,035) unless modified by an amendment to this agreement. The City shall prepare and submit to the JPB an itemized bill covering only costs associated with the portion of the CPU Roof Replacement Project for the Water Treatment Plant. The JPB shall pay the itemized bill within 45 days of receipt.

6. The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Parties specifically reserve the right to assert any and all rights, immunities and defenses they may have pursuant to the Wyoming Governmental Claims Act.

THIS AGREEMENT IS MADE AND DULY EXECUTED on the date first written above by the City Council of the City of Casper and the Board of the Central Wyoming Regional Water System Joint Powers Board.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the City of Casper

  
\_\_\_\_\_  
Attorney for Central Wyoming Regional  
Water System Joint Powers Board

ATTEST:

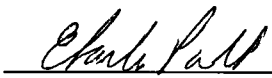
CITY OF CASPER, WYOMING  
A Municipal Corporation:

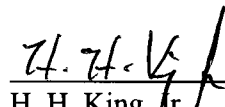
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

ATTEST:

CENTRAL WYOMING REGIONAL  
WATER SYSTEM JOINT POWERS  
BOARD:

  
\_\_\_\_\_  
Charlie Powell  
Secretary

  
\_\_\_\_\_  
H. H. King, Jr.  
Chairman

## Exhibit "A"

**CPU ROOF REPLACEMENT BID TABULATION**

PROJECT NO 17-042

BID OPENING: JUNE 20, 2017 @ 2 00 PM

BASE BID ITEMS	QUANTITY	UNIT COST	Engineer's Estimate		Contract West Roofing Incorporated		Dave Loden Construction, Inc.	
			UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1 Water Treatment Plant CSPE Roofing	1	LS	\$ 30,000 00	\$ 30,000 00	\$ 26,897 50	\$ 26,897 50	\$ 25,335 00	\$ 25,335 00
2 North Platte Lift Station CSPE Roofing	1	LS	\$ 11,000 00	\$ 11,000 00	\$ 4,060 00	\$ 4,060 00	\$ 9,400 00	\$ 9,400 00
3 Collections Garage CSPE Roofing	1	LS	\$ 58,750 00	\$ 58,750 00	\$ 25,842 50	\$ 25,842 50	\$ 22,150 00	\$ 22,150 00
<b>TOTAL</b>				\$ 99,750 00		\$ 56,800 00		\$ 56,885 00

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. Bid preference was granted to Dave Loden Construction for being the certified resident bidder.

	Roof	Contingency	Total
1) Water Treatment Plant	\$25,335.00	\$2,700.00	\$28,035.00
2) North Platte Lift Station	\$9,400.00	\$1,000.00	\$10,400.00
3) Collections Garage	\$22,150.00	\$2,300.00	\$24,450.00
		Total	\$62,885.00

RESOLUTION NO.17-184

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR THE CPU ROOF REPLACEMENT PROJECT FOR THE CITY OF CASPER AND THE REGIONAL WATER SYSTEM.

WHEREAS, both the City of Casper (City) and the Regional Water System Joint Powers Board (JPB) desire to have existing roofing systems removed and replaced at the Water Treatment Plant, North Platte Lift Station, and the Collections Garage at the Wastewater Treatment Plant; and,

WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and JPB to jointly perform a roof replacement project; and,

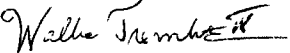
WHEREAS, The Contractor's agreement will be with the City; and,

WHEREAS, the City and JPB desire to enter into an agreement for completion of the CPU Roof Replacement Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement between the City of Casper and the Central Wyoming Regional Water System Joint Powers Board for the CPU Roof Replacement Project for the City of Casper and the Regional Water System.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

September 5, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director  
Dan Coryell, Parks Manager  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with PlayCore Wisconsin, Inc., dba GameTime c/o Great Western Recreation, in the Amount of \$52,602.90, for the Paradise Valley Park Playground Equipment.

Meeting Type & Date  
Regular Council Meeting  
October 3, 2017

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with PlayCore Wisconsin, Inc., dba GameTime c/o Great Western Recreation (Great Western), for the Paradise Valley Park Playground Equipment, Project No. 17-064 in the amount of \$47,602.90. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000.00, for a total project amount of \$52,602.90.

Summary

On Tuesday, September 5, 2017, four (4) bids were received for the Paradise Valley Park Playground Equipment, Project No. 17-064. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Great Western</b>	<b>Wellsville, UT</b>	<b>\$47,602.90</b>
Churchich Recreation	Niwot, CO	\$50,958.34
Fox General Construction	Ten Sleep, WY	\$67,990.00
Dakota Playground	Fargo, ND	\$74,178.00

The Paradise Valley Park Playground Equipment Project furnishes and installs new playground equipment at Paradise Valley Park. The existing playground equipment needs to be replaced as it is over twenty-five (25) years old and does not abide by industry safety standards. Work is scheduled to be completed by January 31, 2018. The estimate prepared by the City Engineering Division was \$55,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. Although one (1) bid was received by an in-state contractor, no bid preference was granted due to the bid amount exceeding the five percent (5%) preference. A notice was published in the

local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

Funding will be from One Cent #15 Optional Sales Tax Funds allocated to the Parks Department for Playground and Fall Material Replacement.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with PlayCore Wisconsin, Inc., dba GameTime c/o Great Western Recreation, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a new playground equipment at Paradise Valley Park; and,

WHEREAS, PlayCore Wisconsin, Inc., dba GameTime c/o Great Western Recreation, is able and willing to provide those services specified as the Paradise Valley Park Playground Equipment, Project No. 17-064.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Paradise Valley Park Playground Equipment, Project No. 17-064, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **January 31, 2018** and completed and ready for final payment in accordance with Article 14 of the General Conditions by **February 7, 2018**.

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



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

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Forty-Seven Thousand Six Hundred Two Dollars and 90/100 (\$47,602.90), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 International Playground Equipment Manufacturer's Association (IPEMA) Certification.
- 8.6 Addenda No. (1).
- 8.7 Performance and Labor and Payment Bonds.
- 8.8 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.9 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.10 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.11 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.12 Division 02 – Site Construction, consisting of one (1) section.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.
- 8.16 Contract Drawings consisting of three (3) drawing sheets, with each sheet bearing the following general title:

**Paradise Valley Park Playground Equipment, Project No. 17-064**

- 8.17 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.18 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Willie Trent

CONTRACTOR:

PlayCore Wisconsin, Inc., dba GameTime c/o  
Great Western Recreation

WITNESS:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Kenyne Humphrey

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:     City of Casper  
                                  **Paradise Valley Park Playground Equipment**  
                                  **Project No. 17-064**

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

1.     The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **January 31, 2018** and completed and ready for final payment not later than **February 7, 2018** in accordance with the Bidding Documents.
2.     Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.     Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.     In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.     Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
          Addendum No.   1      Dated   8/30/2017    
          Addendum No. \_\_\_\_\_                                    Dated \_\_\_\_\_
  - B.     Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.     This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 47,602.90

TOTAL BASE BID, IN WORDS: Forty seven thousand six hundred two and 90/100 DOLLARS.

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

Address of Bidder: PlayCore WI., Inc. dba GameTime C/O Great Western Recreation  
PO Box 97  
Wellsville, UT 84339

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

Submitted on September 5, 2017.

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

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



A CORPORATION OR LIMITED LIABILITY COMPANY

By: PlayCore WI Inc. d/b/a GameTime c/o Great Western Recreation (seal)  
(Corporation's or Limited Liability Company's Name)

Wisconsin

(State of Incorporation or Organization)

By:  (seal)

(Title) Lewis Painter, Owner Great Western Recreation

(Seal)

Attest: 

Business Address: PO Box 97  
Wellsville, UT 84339

Phone Number: 435-245-5055

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

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

**EXHIBIT "B"**  
**BID SCHEDULE**

**PARADISE VALLEY PARK PLAYGROUND EQUIPMENT**  
**PROJECT NO. 17-064**  
**August 29, 2017**

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

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

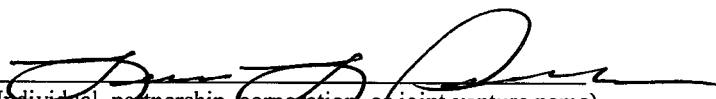
**Bid Schedule – Base Project**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$	\$ 2,000.00
2	F&I Paradise Valley Park Playground Equipment	LS	1	\$	\$ 45,602.90
<b>TOTAL BID – BASE PROJECT</b>					<b>\$ 47,602.90</b>

• **BID IN WORDS:**

Forty seven thousand six hundred two and 90/100  
\_\_\_\_\_

This bid submitted by:

  
(Individual, partnership, corporation, or joint venture name)

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**Paradise Valley Park Playground Equipment  
PROJECT NO. 17-064**

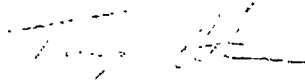
by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: August 29, 2017**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

**APPROVED: (CITY OF CASPER)**



**Terry Cottenoir, Engineering Tech II**

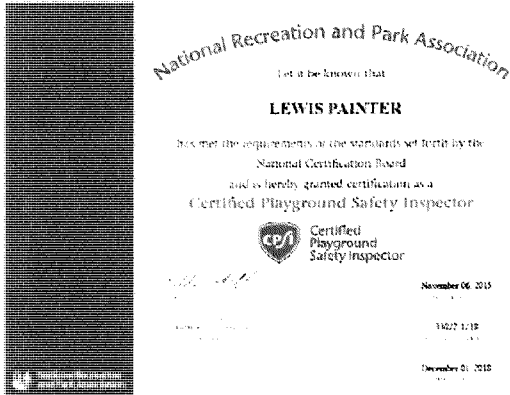
**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

***PlayCore WI Inc. dba GameTime Co Great Western Recreation***  
Firm

By:  Signature

***Owner***  
Title

***9/30/2017***  
Date Received



CERTIFICATE OF REGISTRATION



CERTIFICATE OF REGISTRATION



RESOLUTION NO.17-185

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PLAYCORE WISCONSIN, INC., DBA GAMETIME C/O GREAT WESTERN RECREATION, FOR THE PARADISE VALLEY PARK PLAYGROUND EQUIPMENT, PROJECT NO. 17-042.

WHEREAS, the City of Casper desires to furnish and install new playground equipment at Paradise Valley Park Playground Equipment; and,

WHEREAS, PlayCore Wisconsin, Inc., dba GameTime c/o Great Western Recreation, is able and willing to provide those services specified as Paradise Valley Park Playground Equipment, Project No. 17-042; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

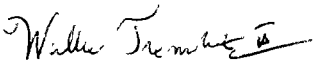
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with PlayCore Wisconsin, Inc., dba GameTime c/o Great Western Recreation, in the amount of Forty-Seven Thousand Six Hundred Two Dollars and 90/100 (\$47,602.90).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Forty-Seven Thousand Six Hundred Two Dollars and 90/100 (\$47,602.90), and Five Thousand Dollars (\$5,000.00) for a construction contingency account, for a total project amount of Fifty-Two Thousand Six Hundred Two Dollars and 90/100 (\$52,602.90).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(Paradise Valley Park Playground Equipment, Project No. 17-064)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

September 8, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, Public Services Director  
Carolyn Griffith, Recreation Manager  
BLu McGrath, Recreation Supervisor

SUBJECT: Authorizing a Lease Agreement with the Casper Figure Skating Club for Use of the Casper Ice Arena

Meeting Type & Date  
Regular Council Meeting  
October 3, 2017

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a lease agreement with the Casper Figure Skating Club for use of the Casper Ice Arena.

Summary  
Each year, a lease agreement with the Casper Figure Skating Club (CFSC) for the use of the Ice Arena has either been submitted to Council for approval or the CFSC has renewed the lease within the terms of the previous agreement. The only change to this lease agreement is the schedule of ice times.

Fees applicable to ice time utilized by CFSC are addressed in the current Fee Resolution for the Casper Ice Arena.

“Exhibit A” reflects these schedule changes and fee changes for user groups in 2017-18. Schedules change annually based on CFSC participation numbers. The attached “Exhibit A” has been completed in coordination with ice arena management.

Financial Considerations  
Estimated annual revenue associated with ice time used by the CFSC is \$15,750.

Oversight/Project Responsibility  
BLu McGrath—Recreation Supervisor, Public Services

Attachments  
Lease Agreement with Casper Figure Skating Club  
Exhibit A  
Resolution

## LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Casper, a Wyoming municipal corporation (the "City") whose principal offices are located at 200 N. David St., Casper, Wyoming 82601 and the Casper Figure Skating Club, a Wyoming non-profit corporation ("CFSC"), located at PO Box 50688, Casper, Wyoming 82601.

WITNESSETH:

WHEREAS, the City owns and operates the Casper Ice Arena, located at 1801 East Fourth Street, Casper, Wyoming (the "Arena"); and

WHEREAS, CFSC desires to enter into a nonexclusive lease of the Arena and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Arena and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. The Lease. The City hereby leases to CFSC and CFSC agrees to lease the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this lease shall commence on October 4, 2017, and end on June 30, 2018. CFSC shall have the option to extend this lease for up to three (3) additional one (1) year terms, each under the same terms and conditions contained herein, until June 30, 2021, at which time this lease shall terminate between the parties. CFSC shall give the City written notice of the election to exercise this option to extend this lease at least sixty (60) days prior to June 30, 2018, and at least sixty (60) days prior to the end of each annual lease extension thereafter. PROVIDED, HOWEVER, the City shall have the right, within thirty (30) days after receiving notice of lease extension to give written notice to CFSC that the City rejects said lease extension, and in such event this lease shall expire and terminate on June 30<sup>th</sup> of the then current lease term.
3. Rent. CFSC shall pay rent to the City as follows:
  - a. The CFSC skating schedule, special events, and hourly rental fee of one hundred twenty-five dollars (\$125.00), are listed in Exhibit "A". If this agreement is renewed, pursuant to Section 2, Exhibit "A" will be revised for each annual lease extension. Hourly rental fees are subject to change each year by a resolution approved by the City Council.
  - b. If additional times are requested by CFSC and approved by the City, CFSC will pay the City the appropriate rate as described in subsection 3.a. Scheduling of



additional times is subject to Arena availability and other schedule commitments and solely at the discretion of the City.

- c. Cancellations of scheduled times will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least seven (7) days prior to the scheduled event. Furthermore, adjustments to rent will be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of CFSC which prevents advance notification of the City.
4. Payment. The City shall invoice CFSC, on a monthly basis, for ice used during the preceding month, in accordance with the rate identified in Exhibit "A". CFSC shall pay rent to the City within thirty (30) business days after the date on the invoice. Rent not received on time is subject to a one and one half percent (1½ %) per month late fee.
5. Concessions. The City shall operate the food and beverage concession facility of the Arena during all of CFSC functions as the City determines appropriate, and the City shall have the sole right to all proceeds from sales through the concession facility. CFSC will not bring food or beverage into the arena or communicate to others any direct or implied authority to bring food or beverage into the arena without the prior written approval of the Public Services Director or his designated appointee. However, during special events, identified in Exhibit "A", CFSC may bring in food and beverage items for free distribution. Items may be distributed and consumed only in the Arena upstairs meeting room.
6. Sale of Club Merchandise. CFSC shall have the sole and exclusive right to sell, grant permission to sell by commercial vendors, and market in the Arena the merchandise, programs and souvenirs of CFSC. CFSC shall have the sole right to all proceeds from sales of said items, provided commercial vendors pay the appropriate permit fee to the City, and provided such merchandise is not similar in nature to items stocked by the vendor operating the Ice Arena Pro Shop. The sales location must be approved in advance by the Public Services Director or his designated appointee.
7. Promotional Activities During Events. Written notice of all promotional activities will be supplied by CFSC to the City, at least seven (7) days in advance of the proposed activity. All promotions are subject to prior approval by the Public Services Director or his designated appointee. CFSC shall have the sole and exclusive right to conduct promotional activities during its events. The proceeds from said activities shall belong solely to CFSC, less any expenses directly incurred by the City as a result of the promotion.
8. Insurance, Indemnification and Immunity. CFSC agrees to indemnify and hold the City harmless from any and all claims arising out of CFSC's use and/or occupancy of the Arena and/or other City facilities described in this Lease Agreement. To ensure its ability

to indemnify the City as agreed, CFSC will obtain, at its own cost and expense, general liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., currently two hundred fifty thousand dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. CFSC shall also provide property damage insurance in the sum of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled without at least thirty (30) days prior written notification to the City, that the City, it's Council, employees, officers, officials, and volunteers are to be named as an additional insured, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. CFSC shall provide the City with a certificate of insurance, including necessary endorsement(s) evidencing such insurance as described above, immediately after execution of this Agreement, and prior to the use of the property listing the City of Casper, its employees, officers, officials, and volunteers as an additional insured. The City's failure to request or review such insurance policies or endorsements shall not affect the City's rights or CFSC's obligations hereunder.

It is entirely the obligation of CFSC to provide insurance for its personal property and for that of its participants, employees and agents. The City assumes no responsibility for such property.

9. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper  
Recreation Division  
1801 East Fourth Street  
Casper, Wyoming 82601

Casper Figure Skating Club  
P.O. Box 50688  
Casper, Wyoming 82605-0688

With a copy to:  
City of Casper  
C/o Public Services Director  
200 N. David St.  
Casper, WY 82601

10. Binding Effect. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. CFSC may not assign its interest in the lease to any other party without prior written approval from the Casper City Council.
11. Laws and Regulations. CFSC shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the

terms of this lease. All rules and policies of the Arena will be enforced by CFSC accordingly.

12. Termination of Lease Agreement. The City or CFSC may terminate this Agreement anytime by providing thirty (30) days written notice to City or CFSC of intent to terminate said contract. Notwithstanding the above, the CFSC shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by CFSC or any breach of the Agreement by CFSC.
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 Lease Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease Agreement shall operate only between the parties to this Lease Agreement, and shall inure solely to the benefit of the parties to this Lease Agreement. The parties to this Lease Agreement intend and expressly agree that only parties signatory to this Lease Agreement shall have any legal or equitable right to seek to enforce this Lease Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease Agreement, or to bring an action for the breach of this Lease Agreement.

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

APPROVED AS TO FORM:

Walke Trent

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Kenyne Humphrey  
Mayor

WITNESS:

Casper Figure Skating Club

By: B.P.  
Name printed: Breya Price  
Title: \_\_\_\_\_

Kylie Burch  
Kylie Burch  
President

CASPER FIGURE SKATING CLUB (CFSC)  
 EXHIBIT "A"  
 2017-2018  
 Skating Schedule

Weekly Club Times:

Days	Dates	Ice Time	Rate Per Hour
Sundays	Sept 17, 2017 --April 30, 2018	3:15-5:30pm*	\$ 125.00

Exeptions

2017: December 17, 24 & 30 -no ice  
 2018: February 4, April 7 -no ice

\*11:45am-2:00pm on the following dates:

September 17, 2017  
 October 1, 2017  
 October 15, 2017  
 October 22, 2017  
 November 19, 2017  
 November 26, 2017  
 January 21, 2018  
 February 6, 2018  
 February 18, 2018  
 March 18,2018 --if a Coyotes Playoff Game  
 March 25, 2018 --if a Coyotes Playoff Game  
 April 1, 2018 --if a Coyotes Playoff Game

Special Events:

Days	Dates	Ice Time	Rate Per Hour
Thursday	December 14, 2017	5:30pm-7:30pm	\$ 125.00
Saturday	December 16, 2017	10:00am-5:30pm	\$ 125.00
Friday	April 5, 2018	12:00pm-5:00pm	\$ 125.00
Saturday	April 6, 2018	7:00am-7:00pm	\$ 125.00
Sunday	April 7, 2018	7:00am-12:30pm	\$ 125.00

Upstairs Meeting Room:

CFSC may use the upstairs meeting room at no charge subject to availability with least 24-hour notice.

RESOLUTION NO. 17-186

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER FIGURE SKATING CLUB FOR USE OF THE CASPER ICE ARENA.

WHEREAS, the City of Casper is owner and operator of the Casper Ice Arena; and,

WHEREAS, the Casper Figure Skating Club desires to lease the Casper Ice Arena for its skating schedule and special events.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement with Casper Figure Skating Club, for use of the Casper Ice Arena.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

September 8, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 4 in the amount of \$22,075.82 with Grizzly Excavating and Construction LLC, for Phase II of the 15th Street and Elm Street Improvements, Project No. 14-68.

Meeting Type & Date:

Regular Council Meeting

October 3, 2017

Recommendation:

That Council, by resolution, authorize Change Order No. 4 (CO4) with Grizzly Excavating and Construction LLC (Grizzly), for Phase II of the 15th Street and Elm Street Improvements, Project No. 14-68, in the amount of \$22,075.82.

Summary:

Grizzly is under contract for waterline, storm sewer, sidewalk and street repairs for Phase II of the 15th Street and Elm Street Improvements Project. Phase II includes repairs on 15th Street from Ash Street to CY Avenue, and Elm Street from 15th Street to CY Avenue.

CO4 includes additional bid item quantity adjustments to reconcile differences between planned quantities and installed quantities. Additional milling depth was required for the existing asphalt surfaces to decrease steep street cross slopes. During construction on 15th Street, it was found that the work to replace the curb and gutter sections on 15th Street between Cedar Street and Walnut Street increased the street cross-slopes. The south side of 15<sup>th</sup> Street curb and gutter was originally built at a higher elevation than the north due to the naturally occurring gradient. The additional milling mitigated the street cross-slopes, allowing for safer traffic flows during winter conditions and better street access for pedestrians and local residents. Also, better clearances were obtained when installing PVC pipe in lieu of Reinforced Concrete Pipe for new storm water piping around existing utilities.

WWC Engineering (WWC) is under contract for design and construction administration of Phase II of the 15th Street and Elm Street Improvements. WWC and City of Casper staff have reviewed CO4 and recommend the above price adjustment of \$22,075.82.

Financial Considerations:

CO4 reduces contingency funds to \$79,367.22, with a new contract amount of \$1,378,907.28.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer.

Attachments:

Resolution

Change Order No. 4

Engineer's recommendation

Planned vs Constructed Bid Quantities and Costs spreadsheet.



CITY OF CASPER  
CHANGE ORDER

NO. (4)

PROJECT: 15th Street & Elm Street Improvements Phase 2  
Project No. 14-68

DATE OF ISSUANCE: 8-28-2017

OWNER: City of Casper, Wyoming

CONTRACTOR: Grizzly Excavating and Construction

ARCHITECT/ENGINEER: WWC Engineering

You are directed to make the following changes in the Contract Documents:

Description: Final quantity adjustment to contract.

Attachments: WWC's letter of recommendation and spreadsheet.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>1,328,274.50</u>	Original Contract Time: (days or date) Substantial completion: <u>September 1</u> , 2017; Final completion: <u>September 22</u> , 2017
Previous Change Orders No. <u>1</u> to <u>3</u> : \$ <u>28,556.96</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--12--</u>
Contract Price prior to this Change Order: \$ <u>1,356,831.46</u>	Contract Time prior to this Change Order: Substantial completion: <u>September 19</u> , 2017; Final completion: <u>October 10</u> , 2017
Net Increase/Decrease change of this Change Order: \$ <u>22,075.82</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>1,378,907.28</u>	Contract Time with all approved Change Orders:(date) Substantial completion: <u>September 19</u> , 2017 Final completion: <u>October 10</u> , 2017

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
Contractor

BY:   
Architect/Engineer

BY: \_\_\_\_\_  
Owner

CO-4

August 28, 2017

Mr. Alex Sveda  
City of Casper  
200 N. David Street  
Casper, WY 82601

**Re: Casper 15<sup>th</sup> Street & Elm Street Improvements Project No. 14-68 Phase 2  
Change Order No. 4**

Dear Alex,

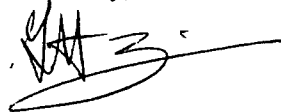
Included is a final change order request to reconcile differences between planned quantities and final quantities. The justification for the change order is a result of differences between planned bid item quantities and constructed quantities, with the majority of the changes coming from the mill and overlay increase and the change in pipe material from RCP to PVC.

Additional milling depth was required in order to decrease cross slope along the north half of 15<sup>th</sup> Street. The increase in mill depth cost was converted to equivalent mill & overlay area.

The total length of pipe installed is similar to the planned quantity, however clearance issues arose with the laterals crossing the 20" water main which results in a change of pipe material and size.

The attached spreadsheet displays the planned and constructed quantities and prices with the differences between them. WWC agrees with the total adjusted amount of \$1,378,907.28 to the Grizzly Excavating and Construction contract for this project. The original contract amount was \$1,356,831.46, so the result is an addition of \$22,075.82. I recommend the change to the contract as shown on the Change Order No. 4. Please consider the change order, and if you deem it warranted, then give it your approval. Thank you.

Sincerely,



Garrett Zimmer, P.E.  
Civil Engineer, WWC Engineering

RECEIVED AUG 29 2017

Casper 15th Street & Elm Street Improvements Project  
 Project 14-68 Phase 2  
 Planned vs. Constructed Quantities and Costs with Differences  
 8/28/2017

Item Number	ITEM DESCRIPTION	UNIT	Planned			Constructed			Difference PRICE
			QUANTITIES	UNIT PRICE	TOTAL PRICE	QUANTITIES	UNIT PRICE	TOTAL PRICE	
1	Mobilization and Bonds	LS	1	\$ 120,000.00	\$120,000.00	1	\$ 120,000.00	\$120,000.00	\$0.00
2	Traffic Control	LS	1	\$ 5,000.00	\$5,000.00	1	\$ 5,000.00	\$5,000.00	\$0.00
3	Force Account	LS	1	\$ 10,000.00	\$10,000.00	0.987725	\$ 10,000.00	\$9,877.25	-\$122.75
4	Removal of Obstructions	LS	1	\$ 500.00	\$500.00	1	\$ 500.00	\$500.00	\$0.00
5	Removal of Curb and Gutter	FT	5100	\$ 6.00	\$30,600.00	5100	\$ 6.00	\$30,600.00	\$0.00
6	Removal of Concrete Flatwork	SY	1900	\$ 10.60	\$20,140.00	1915	\$ 10.60	\$20,299.00	\$159.00
7	Unclassified Excavation	CY	3750	\$ 10.00	\$37,500.00	3789	\$ 10.00	\$37,890.00	\$390.00
8	F&I Mill & 2" Hot Plant Mix Overlay	SY	5050	\$ 13.35	\$67,417.50	6755	\$ 13.35	\$90,179.25	\$22,761.75
9	F&I 4" Hot Plant Mix & 8" Grading "W" Base Course	SY	9600	\$ 33.45	\$321,120.00	9600	\$ 33.45	\$321,120.00	\$0.00
10	F&I Curb & Gutter Type B & Base Course	FT	5200	\$ 23.00	\$119,600.00	5200	\$ 23.00	\$119,600.00	\$0.00
11	F&I Concrete Sidewalk & Base Course	SY	380	\$ 54.00	\$20,520.00	414	\$ 54.00	\$22,356.00	\$1,836.00
12	F&I Concrete Approach	SY	1100	\$ 58.50	\$64,350.00	1100	\$ 58.50	\$64,350.00	\$0.00
13	F&I Curb Ramp Type I	SY	210	\$ 376.00	\$78,960.00	210	\$ 376.00	\$78,960.00	\$0.00
14	F&I Curb Ramp Type III	SY	20	\$ 177.20	\$3,544.00	20	\$ 177.00	\$3,540.00	-\$4.00
15	F&I 6" Double Yellow Striping	FT	1725	\$ 1.40	\$2,415.00	1725	\$ 1.40	\$2,415.00	\$0.00
16	F&I White Striping	FT	145	\$ 1.40	\$203.00	145	\$ 1.40	\$203.00	\$0.00
17	F&I Pavement Markings	EA	110	\$ 29.00	\$3,190.00	124	\$ 29.00	\$3,596.00	\$406.00
18	F&I Sign & Post	EA	1	\$ 670.00	\$670.00	1	\$ 670.00	\$670.00	\$0.00
19	F&I Catch Basin	EA	23	\$ 1,833.00	\$42,159.00	23	\$ 1,833.00	\$42,159.00	\$0.00
20	F&I Storm Sewer Manhole	EA	6	\$ 5,293.00	\$31,758.00	6	\$ 5,293.00	\$31,758.00	\$0.00
21	F&I 20" Butterfly Valve	EA	2	\$ 10,400.00	\$20,800.00	2	\$ 10,400.00	\$20,800.00	\$0.00
22	F&I 8" Gate Valve	EA	1	\$ 1,926.00	\$1,926.00	2	\$ 1,926.00	\$3,852.00	\$1,926.00
23	F&I 20"x8" Cross	EA	1	\$ 10,962.00	\$10,962.00	1	\$ 10,962.00	\$10,962.00	\$0.00
24	F&I 8" PVC Fittings	EA	2	\$ 702.00	\$1,404.00	6	\$ 702.00	\$4,212.00	\$2,808.00
25	F&I 8" PVC Water Main	FT	60	\$ 42.20	\$2,532.00	60	\$ 42.20	\$2,532.00	\$0.00
26	Connect 1" Water Service	EA	11	\$ 1,385.00	\$15,235.00	9	\$ 1,385.00	\$12,465.00	-\$2,770.00
27	8" Sidestreet Water Main Connection	EA	1	\$ 4,430.00	\$4,430.00	1	\$ 4,430.00	\$4,430.00	\$0.00
28	F&I Water Service	EA	4	\$ 1,696.00	\$6,784.00	4	\$ 1,696.00	\$6,784.00	\$0.00
29	Connect 4" Water Service	EA	2	\$ 4,258.00	\$8,516.00	2	\$ 4,258.00	\$8,516.00	\$0.00
30	Connect 6" Water Service	EA	1	\$ 5,885.00	\$5,885.00	1	\$ 5,885.00	\$5,885.00	\$0.00
31	F&I Fire Hydrant Assembly	EA	5	\$ 7,806.00	\$39,030.00	5	\$ 7,806.00	\$39,030.00	\$0.00
32	F&I Storz Nozzle	EA	3	\$ 740.00	\$2,220.00	3	\$ 740.00	\$2,220.00	\$0.00
33	Connect to Existing Pipeline	EA	4	\$ 1,128.00	\$4,512.00	4	\$ 1,128.00	\$4,512.00	\$0.00
34	Disconnect Existing Pipeline	EA	3	\$ 404.00	\$1,212.00	3	\$ 404.00	\$1,212.00	\$0.00
35	F&I Magnesium Anode Bed	EA	2	\$ 2,125.00	\$4,250.00	2	\$ 2,125.00	\$4,250.00	\$0.00
36	R&R Sanitary Sewer Manhole	EA	5	\$ 7,317.00	\$36,585.00	4	\$ 7,317.00	\$29,268.00	-\$7,317.00
37	F&I Select Backfill	CY	2750	\$ 18.46	\$50,765.00	2827	\$ 18.46	\$52,186.42	\$1,421.42
38	F&I Flowable Backfill	CY	5	\$ 117.00	\$585.00	0	\$ 117.00	\$0.00	-\$585.00
39	F&I Structural Fill	CY	20	\$ 20.35	\$407.00	0	\$ 20.35	\$0.00	-\$407.00
40	Utility Adjustment	EA	50	\$ 684.00	\$34,200.00	38	\$ 684.00	\$25,992.00	-\$8,208.00
41	Erosion & Sedimentation Control	LS	1	\$ 1,500.00	\$1,500.00	\$1.00	\$ 1,500.00	\$1,500.00	\$0.00
42	Project Signs	LS	1	\$ 672.00	\$672.00	1	\$ 672.00	\$672.00	\$0.00
43	F&I 15" Reinforced Concrete Pipe	FT	500	\$ 96.50	\$48,250.00	687	\$ 96.50	\$66,295.50	\$18,045.50
44	F&I 18" Reinforced Concrete Pipe	FT	940	\$ 48.90	\$45,966.00	771	\$ 48.90	\$37,701.90	-\$8,264.10
45	Change Order 1 - Concrete Block Wall	LS	1	\$ 6,325.00	\$6,325.00	1	\$ 6,325.00	\$6,325.00	\$0.00
46	Change Order 2 - Sanitary Sewer Main Point Repair	LS	1	\$ 7,123.46	\$7,123.46	1	\$ 7,123.46	\$7,123.46	\$0.00
47	Change Order 3 - Utility Changes	LS	1	\$ 15,108.50	\$15,108.50	1	\$ 15,108.50	\$15,108.50	\$0.00
			TOTAL =			TOTAL =			
			\$1,356,831.46			\$1,378,907.28			\$22,075.82

RESOLUTION NO.17-187

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 WITH GRIZZLY EXCAVATING AND CONSTRUCTION LLC (GRIZZLY) FOR THE 15TH STREET AND ELM STREET IMPROVEMENTS, PROJECT NO. 14-68.

WHEREAS, Grizzly is currently under contract with the City of Casper for Phase II of the 15th Street and Elm Street Improvements, Project No. 14-68; and,


WHEREAS, the City of Casper desires additional work related to Phase II of the 15th Street and Elm Street Improvements, Project No. 14-68 in the amount of Twenty-Two Thousand Seventy-Five and 82/100 Dollars (\$22,075.82).

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 Change Order No. 4 to the agreement between the City of Casper and Grizzly for performing Twenty- Two Thousand Seventy-Five and 82/100 Dollars (\$22,075.82).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of One Million Three Hundred Seventy-Eight Thousand Nine Hundred Seven and 28/100 Dollars (\$1,378,907.28).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

August 31, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Acceptance Certificate Form LP-3 to the Cooperative Agreement with Wyoming Department of Transportation (WYDOT) for the CY Avenue and Poplar Street Intersection Reconstruction Project, Project No. 11-26.

Meeting Type & Date

October 03, 2017

Regular Council Meeting

Action type

Resolution

Recommendation

That Council, by resolution, authorize Acceptance Certificate Form LP-3 to the Cooperative Agreement with WYDOT for the CY Avenue and Poplar Street Intersection Reconstruction Project, Project No. 11-26.

Summary

The City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation in March 2012 for the reconstruction of the CY Avenue and Poplar Street Intersection.

City staff has reviewed the construction and finds it complete and ready for acceptance. WYDOT submitted Form LP-3, Acceptance Certificate, indicating that all work has been completed and the project is ready for acceptance. Form LP-3 requires authorization by the City Council and the signature of the Mayor. A fully-executed copy will be returned from WYDOT for the City's records.

Financial Considerations

None

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Acceptance Certificate Form LP-3

### Acceptance Certificate

City of Casper

hereby accepts project HSIP-P212096, STP-E-P212114 and ARSCT-P212A01

Casper Streets (CY Avenue and Poplar Street Intersection)

this 24th day of August, 2017, as completed in accordance with plans and specifications prepared by the Wyoming Department of Transportation.

Wyoming Department of Transportation

\_\_\_\_\_  
(District Engineer)

\_\_\_\_\_  
(Mayor or Chairman)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

RESOLUTION NO. 17-188

A RESOLUTION AUTHORIZING FORM LP-3, ACCEPTANCE CERTIFICATE, FROM THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES RELATED TO THE CY AVENUE AND POPLAR STREET INTERSECTION RECONSTRUCTION PROJECT.

WHEREAS, the City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation for the reconstruction of the CY Avenue and Poplar Street Intersection; and,

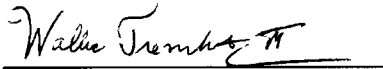
WHEREAS, the City of Casper desires to accept the completed work for the CY Avenue and Poplar Street Intersection Reconstruction Project, No. 11-26, and State Project Numbers HSIP-P212096, STP-E-P212114, and ARSCT-P212A01; and,

WHEREAS, the Wyoming Department of Transportation has provided Form LP-3, Acceptance Certificate, for authorization from the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute Form LP-3, Acceptance Certificate to the Wyoming Department of Transportation accepting work as completed for the CY Avenue and Poplar Street Intersection Reconstruction Project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

August 31, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director  
Jolene Martinez, Assistant to the City Manager  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 2 with Shamrock Environmental Corporation, for a time extension of ninety (90) days for optimum fall seeding conditions for the North Platte River Restoration Project – Wyoming Boulevard/Water Treatment Plant Site, Project No. 15-33.

Meeting Type & Date

Regular Council Meeting  
October 3, 2017

Action type

Resolution

Recommendation

That Council, by resolution, authorize Change Order No. 2 with Shamrock Environmental Corporation, for a time extension of ninety (90) days for optimum fall seeding conditions for the North Platte River Restoration Project – Wyoming Boulevard/Water Treatment Plant Site, Project No. 15-33.

Summary

Shamrock Environmental Corporation is under contract to restore the North Platte River and its associated riparian area at the Wyoming Boulevard/Water Treatment Plant Site. The construction elements of the project include grading in-river, creating wetlands, building in-river structures, and re-vegetating and re-seeding the riparian area. All construction elements are for the purpose of improving water quality through erosion reduction and pollution prevention. All items for the project were completed by the fall of 2016 except for a portion of the re-vegetation.

The requested time extension enables the contractor to seed the riparian area after runoff and during the best fall seeding weather when there will likely be a higher rate of germination and survival. The City's engineering consultant, Stantec, has recommended approval of Change Order No. 2. In total, an additional ninety (90) days were identified as necessary to complete the project. This moves the substantial completion deadline from July 31, 2017, to October 27, 2017 and the final completion deadline to November 14, 2017.

Financial Considerations

None.



Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Stantec Recommendation Letter

Shamrock Environmental Corporation Change Order Proposal



August 31, 2017  
File: ltr\_change\_order\_083117

**Attention: Scott Baxter**  
City of Casper, Wyoming  
200 North David Street  
Casper, WY 82601

Mr. Baxter,

**Reference: Contractor Change Order for North Platte River Restoration – Wyoming  
Boulevard/Water Treatment Plant Reach**

Please find attached a change order request from Shamrock Environmental Corporation for work on the North Platte River Restoration Project, Wyoming Blvd/WTP reach, remaining to be completed in 2017. This change order does not alter the contract value, but simply extends the contract completion date to 27 October 2017. This additional time will allow the contractor to complete necessary seeding work during the proper season. I have reviewed this change order, and it is Stantec's recommendation that this time extension be granted to Shamrock Environmental Corporation to complete the required work.

Regards,

**Stantec Consulting Services, Inc.**

A handwritten signature in black ink that reads "Randy Walsh".

J. Randall (Randy) Walsh, M.Sc.  
Associate, Certified Ecologist  
Phone: (970) 449-8626  
Fax: (970) 482-6368  
Randy.walsh@stantec.com

Attachment: Shamrock Change Order

c. Jolene Martinez  
Andrew Beamer, PE



6106 Corporate Park Drive • Browns Summit, NC 27214  
 336-375-1989 • 800-881-1098 • Fax 336-375-1801  
 www.shamrockenviro.com

Date August 9, 2017  
 Project Wyoming Blvd./Water Treatment Plant Reach: North Platte River  
 Owner City of Casper  
 Contractor Shamrock Environmental Corporation  
 Casper Project No. #15-33

The Contract is changed as follows:

The original contract sum was	\$2,616,975.00
The net change by previously authorized Change Orders	\$30,703.00
The Contact Sum prior to this Change Order was	\$2,586,272.00
The Contact Sum will be {increased} {decreased} in the amount of	\$00.00
The new Contract Sum including this Change Order will be	\$2,586,272.00

The Contract Time will be {increased} {decreased} by Ninety (90) days  
 The date of Substantial Completion as of the date of this Change Order will be 10/27/2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

\*\*\*A time extension is needed due to the length of time that the North Platte River did not reach low flow, inhibiting personnel from accessing the areas that need to be seeded to complete this project.

Not valid until signed by the Engineer, Contractor and Owner.

Accepted by:	<u>City of Casper</u>	- Owner
Name, Title	_____	Date _____
Accepted by:	<u>Shamrock Environmental Corporation</u>	- Contractor
Name, Title	<u>Ryan L. Mack</u> <small>Digitally signed by Ryan L. Mack DN: cn=Ryan L. Mack, o=Shamrock Environmental, ou=Ryan L. Mack Date: 2017.08.21 14:24:58 -0400</small>	8/31/17 Date _____
Recommended by:	<u>Stantec Consulting</u>	- Engineer
Name, Title	<u>Randy Walsh</u> Randy Walsh, Associate	Date <u>8/31/17</u>

RESOLUTION NO. 17-189

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH SHAMROCK ENVIRONMENTAL CORPORATION FOR THE NORTH PLATTE RIVER RESTORATION PROJECT, WYOMING BOULEVARD/WATER TREATMENT PLANT SITE, PROJECT NO. 15-33.

WHEREAS, Shamrock Environmental Corporation is performing services under the terms of an agreement with the City of Casper for the North Platte River Restoration Project, Wyoming Boulevard/Water Treatment Plant Site, Project No. 15-33; and,

WHEREAS, the City of Casper desires to extend the completion date for re-vegetation activities;

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, Change Order No. 2 to the agreement with Shamrock Environmental Corporation, for a time extension of ninety (90) days.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2017.

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Kenyne Humphrey  
Mayor

September 20, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with High Plains Construction, Inc., in the Amount of \$203,995.00, for the Casper Family YMCA Site Improvements – Bid Package #3.

Meeting Type & Date  
Regular Council Meeting  
October 3, 2017

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with High Plains Construction, Inc. (High Plains), for the Casper Family YMCA Site Improvements – Bid Package #3, Project No. 17-071 in the amount of \$185,450.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$18,545.00, for a total project amount of \$203,995.00.

Summary

On Tuesday, September 19, 2017, two (2) bids were received for the Casper Family YMCA Site Improvements – Bid Package #3, Project No. 17-071. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>High Plains Construction</b>	<b>Mills, WY</b>	<b>\$185,450.00</b>
Knife River	Casper, WY	\$198,796.94

The Casper Family YMCA Site Improvements – Bid Package #3 Project includes the construction of a retaining wall, extension of an existing wall drain, parking lot refurbishment and area regrading at the new Casper Family YMCA facility. Work is scheduled to be completed by June 15, 2018. The estimate prepared by the Civil Engineering Professionals, Inc. (CEPI) was \$212,711.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bidder were in-state contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

The total contract amount of \$203,995.00 is from the Budgeted Current Revenue of the One Cent #14 Optional Sales Tax Funds allocated to the Casper Family YMCA Site Improvements.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with High Plains Construction, Inc., P.O. Box 370, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to complete the public site improvements at the new Casper Family YMCA site; and,

WHEREAS, High Plains Construction, Inc., is able and willing to provide those services specified as the Casper Family YMCA Site Improvements – Bid Package #3, Project No. 17-071.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper Family YMCA Site Improvements – Bid Package #3, Project No. 17-071, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by Civil Engineering Professionals, Inc. (CEPI), 6080 Enterprise Drive, Casper, Wyoming 82609, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all paving and concrete work associated with the street, curb and gutter.
- 3.2 The Work outlined on Sheets 5, 6 and 7 of the Plans shall be substantially completed by **November 15, 2017**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **June 30, 2018**. All Work outlined on Sheet 4 of the Plans shall be substantially completed by **June 15, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **June 30, 2018**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.2 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Eighty-Five Thousand Four Hundred Fifty Dollars (\$185,450.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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



- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
  - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the

work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Division 03 – Concrete, consisting of one (1) section.

- 8.13 Division 32 – Landscaping, consisting of one (1) section.
- 8.14 Notice of Award.
- 8.15 Notice to Proceed.
- 8.16 Minutes of the Pre-Bid Conference, if any.
- 8.17 Contract Drawings consisting of seven (7) drawing sheets, with each sheet bearing the following general title:  
  
**Casper Family YMCA Site Improvements – Bid Package #3, Project No. 17-071**
- 8.18 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.19 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.20 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

High Plains Construction, Inc.

WITNESS:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Kenyne Humphrey

Title: City Clerk

Title: Mayor

**EXHIBIT "A"  
STANDARD  
BID FORM**

**PROJECT IDENTIFICATION:**      **Casper Family YMCA Bid Package #3  
CEPI Project No. 17-013**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **November 15, 2017**, and completed and ready for final payment not later than **November 30, 2017**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. <u>  1  </u>	Dated <u>Sept 16, 2017</u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

TOTAL BASE BID, IN NUMERALS: \$ 185,450.00

TOTAL BASE BID, IN WORDS: one hundred eighty five thousand, four hundred, fifty DOLLARS.

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

Address of Bidder: High Plains Construction Inc  
P.O. Box 370  
Mills, Wyoming 82644

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

Submitted on Sept 14, 2017.

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

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

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

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)  
\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: High Plains Construction Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Richard Z Moore (seal)

(Title) President

(Seal)  
Attest: Gene Jones

Business Address: P.O. Box 370

Mills, Wyoming 82644

Phone Number: 307-265-2244

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

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



# EXHIBIT "B"

## BID SCHEDULE

### City of Casper - Casper Family YMCA Site Improvements

Addendum #1

Bid Date: September 19, 2017

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

LS = Lump Sum    EA = Each  
SY = Square Yard    SF = Square Foot

LF = Linear Feet    AC = Acre  
CY = Cubic Yard    Ton=Ton

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonds	LS	1		\$ 18,000.00 -
2	Earthwork	SY	3,000	\$ 5.25	\$ 15,750.00 -
3	Demolition and Surface Preparation	LS	1		\$ 17,000.00 -
4	Bonded Concrete Overlay	CY	45	\$ 580.00	\$ 26,100.00 -
5	Cold Milling and Sawcutting	SY	100	\$ 20.00	\$ 2,000.00 -
6	2" Asphalt Overlay	Tons	150	\$ 99.00	\$ 14,850.00 -
7	2" of 3/4" Asphalt over 6" Grading "W" Base	SY	470	\$ 49.00	\$ 23,030.00 -
8	6' Valley Gutter	LF	300	\$ 40.00	\$ 12,000.00 -
9	Retaining Wall Drain Line	LF	280	\$ 57.00	\$ 15,960.00 -
10	Erosion Control	LS	1		\$ 2,000.00 -
11	Seeding	LS	1		\$ 7,100.00 -
12	Retaining Wall Materials, Installation and Earthwork	LS	1		\$ 14,500.00 -
13	Fence/gate Installation (materials provided by Owner)	LS	1		\$ 5,000.00 -
14	Backfill	CY	6	\$ 60.00	\$ 360.00 -
15	Base Course in Place	CY	15	\$ 120.00	\$ 1,800.00 -
16	Force Account	FA	10,000	\$ 1.00	\$ 10,000.00 -
<b>BID TOTAL</b>					<b>\$ 185,450.00</b>

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**Casper Family YMCA Bid Package No. 3  
CEPI Project No. 17-013**

**Prepared for:  
City of Casper  
200 North David Street  
Casper, Wyoming 82601**

**Date of the Addendum: September 16, 2017**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED:



Terry Cottenoir, Engineering Technician

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM:

High Plains Construction Inc  
Company

Richard L. Moore  
Name

Richard L Moore  
Signature

President  
Title

Sept 18, 2017  
Receipt Date

RESOLUTION NO.17-190

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC., FOR CASPER FAMILY YMCA SITE IMPROVEMENTS – BID PACKAGE #3, PROJECT NO. 17-071.

WHEREAS, the City of Casper desires to complete the public site improvements at the new Casper Family YMCA site; and,

WHEREAS, High Plains Construction, Inc., is able and willing to provide those services specified as Casper Family YMCA Site Improvements – Bid Package #3, Project No. 17-071; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Eighteen Thousand Five Hundred Forty-Five Dollars (\$18,545.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with High Plains Construction, Inc., in the amount of One Hundred Eighty-Five Thousand Four Hundred Fifty Dollars (\$185,450.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Eighty-Five Thousand Four Hundred Fifty Dollars (\$185,450.00), and Eighteen Thousand Five Hundred Forty-Five Dollars (\$18,545.00) for a construction contingency account, for a total project amount of Two Hundred Three Thousand Nine Hundred Ninety-Five Dollars (\$203,995.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Eighteen Thousand Five Hundred Forty-Five Dollars (\$18,545.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:  
(Casper Family YMCA Site Improvements – Bid Package #3, Project No. 17-071)

*Wallan Tremblay*

---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Kenyne Humphrey  
Mayor

REGULAR COUNCIL MEETING

Tuesday, October 3, 2017

6:00 p.m.

COUNCIL POLICY  
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE SEPTEMBER 19, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 24, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. PUBLIC HEARINGS

A. Ordinance

1. **Rezone the Former Roosevelt High School Property**, Located at 140 East K Street, from ED (Educational District) to C-2 (General Business).
2. Appeal of the Planning and Zoning Commission's Decision to Deny a Requested **Zone Change** of Lots 1-4, Thomas D. Ross #1 Addition, Located at **802-808 North Washington Street** From R-3 (One to four Unit Residential) to C-2 (General Business).
3. Code Text Amendment to the **Historic Preservation Program**.

6. THIRD READING ORDINANCE

A. Consent

1. **Rezone 205 South Minnesota Avenue** from R-2 (One Unit Residential) to C-2 (General Business).
  - a. By Minute Action, **Table the Third Reading**.

7. SECOND READING ORDINANCE

A. Consent

1. Amending Chapter 17.68 of the Casper Municipal Code, Pertaining to **Gaming/Gambling in the C-2 (General Business) Zoning District**.

8. FIRST READING ORDINANCE

1. **Amending Chapter 5** of the Casper Municipal Code Pertaining to **Resort Liquor Licenses**.

9. RESOLUTIONS

A. Consent

1. Approving a **Franchise Extension Agreement** with **Rocky Mountain Power**.
2. Approving a **Natrona County Plat, "JBL Business Park"**.

9. RESOLUTIONS (continued)

A. Consent

3. Authorizing an Agreement with the **Central Wyoming Regional Water System Joint Powers Board**, in the Amount of \$28,035, for the **CPU Roof Replacement Project**.
4. Authorizing an Agreement with PlayCore Wisconsin, Inc., dba **GameTime c/o Great Western Recreation**, in the Amount of \$52,602.90, for the **Paradise Valley Park Playground Equipment**.
5. Authorizing Lease Agreement with the **Casper Figure Skating Club** for Use of the **Casper Ice Arena**.
6. Authorizing Change Order No. 4 with **Grizzly Excavating and Construction LLC**, in the Amount of \$22,075, for Phase II of the **15<sup>th</sup> and Elm Street Improvements Project**.
7. Authorizing Acceptance Certificate from the **Wyoming Department of Transportation** for the **CY Avenue and Poplar Street Intersection Reconstruction Project**.
8. Authorizing Change Order No. 2 with **Shamrock Environmental Corporation** for a Time Extension of Ninety Days for Fall Seeding Conditions for the **North Platte River Restoration Project, Wyoming Boulevard/Water Treatment Plant Site**.
9. Authorizing an Agreement with **High Plains Construction, Inc.**, in the Amount of \$203,995, for the **Casper Family YMCA Site Improvements – Bid Package #3**.
10. Authorizing the City to Update the **Designation of Being a Hybrid Entity** Specifically including Healthcare Components that handle **Protected Health Information as Part of the Health Insurance Portability and Accountability Act Carve Out**.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, October 17, 2017 – Council Chambers  
6:00 p.m. Tuesday, November 7, 2017 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, October 10, 2017 – Council Meeting Room  
4:30 p.m. Tuesday, October 24, 2017– Council Meeting Room

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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
OB	Office Business	OYD	Old Yellowstone District

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September 18, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey L. Belser, Support Services Director *TLB*

SUBJECT: Authorizing the City to Update the Designation of Being a Hybrid Entity Specifically including Healthcare Components that handle Protected Health Information as Part of the Health Insurance Portability and Accountability Act Carve Out.

Meeting Type & Date  
Regular Council Meeting  
October 3, 2017

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an update to the designation of being a hybrid entity, to specifically include the City Health Plan Appeals Committee, Human Resources and Risk Management Division, Information Technology Division, City's Attorney's Office and Financial Services Department as healthcare components of the City that handle Protected Health Information (PHI).

Summary

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires an entity with a self-funded health insurance plan to establish privacy policies and procedures to identify and protect PHI, enter into contracts with business associates to incorporate provisions required by HIPAA, prepare notice to employee and others enrolled in the program of their privacy rights, and to appoint a Privacy Officer and/or Contact Person to receive complaints and provide information on a timely basis.

The City of Casper is already designated as a hybrid entity. Hybrid entity provisions of HIPAA permit an entity to limit the application of HIPAA only to the entity's healthcare components. The provision allows agencies to carve out a designated healthcare component by specifying the segments of the organization that perform covered entity functions.

On April 5, 2011, Council authorized resolution number 11-85, adding the City Appeals Committee to the Human Resources Department and the Administrative Services Department as the City's healthcare components. Due to organizational changes and more collaborative involvement with PHI, the Information Technology Division, the City Attorney's Office, and the Financial Services Department need to be added to the City's HIPAA carve out. The HIPAA

carve out ensures that only employees in the carve out are allowed, and trained, on how to handle PHI for the purposes of having responsibilities associated with the City's self-funded Health Plan.

Financial Considerations

None

Oversight/Project Responsibility

Tracey Belser, Support Services Director

Zulima Lopez, Assistant Support Services Director

Keith Hageman, Benefits Technician

Attachments

Resolution

RESOLUTION NO. 17-191

A RESOLUTION AUTHORIZING THE ADDITION OF THE CITY OF CASPER INFORMATION TECHNOLOGY DIVISION AND CITY ATTORNEY'S OFFICE AS COMPONENTS OF THE CITY THAT DEAL WITH HEALTH CARE INFORMATION, TO COMPLY WITH THE REQUIREMENTS OF A HYBRID ENTITY IN ACCORDANCE WITH THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

WHEREAS, the City Council of Casper, Wyoming, has established an employee health insurance program, known as City of Casper Employee Benefit Plan; and,

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires an entity with a self funded health insurance plan, to establish privacy policies and procedures to identify and protect Protected Health Information (PHI), enter into contracts with business associates to incorporate provisions required by HIPAA, prepare notice to employee and others enrolled in the program of their privacy rights, and to appoint a Privacy Officer and/or Contact Person to receive complaints and provide information on a timely basis; and,

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

That the City of Casper is hereby designated as a hybrid entity specifically designating the City Appeals Committee, Human Resources and Risk Management Division, Information Technology Division, the City Attorney's Office and Financial Services Department as components of the City that deal with health care information, to comply with the requirements of a hybrid entity set forth in the Health Insurance Portability and Accountability Act of 1996.

PASSED, APROVED, AND ADOPTED on this 3rd day of October, 2017.

APPROVED AS TO FORM:



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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Kenyne Humphrey  
Mayor