

# COUNCIL MEETING AGENDA

## Casper City Council Video Conference Call

Tuesday, April 7, 2020, 6:00 p.m.



### COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- II. 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.
- III. 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.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. 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)

*\*Please silence cell phones during the City Council meeting.\**

**This meeting will not be open to the public, per the order issued by Governor Gordon and the Natrona County Public Health Officer.**

**Those wishing to make public comments may call 307-235-8215.**

**Meetings will be streamed live on YouTube as well as cable channel 192.**

### AGENDA

1. ROLL CALL
2. CONSIDERATION OF MINUTES OF THE MARCH 17, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 27, 2020

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

3. CONSIDERATION OF MINUTES OF THE MARCH 17, 2020 EXECUTIVE SESSION – LAND ACQUISITION

4. CONSIDERATION OF BILLS AND CLAIMS

5. COMMUNICATIONS

A. From Persons Present

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish April 21, 2020, as the Public Hearing Date for Consideration of:

a. **Liquor License Sanctions/Update and Open Container.**

b. Text Amendment to Chapter 17.68 of the Casper Municipal Code Pertaining to **Gaming/Gambling in the C-4 (Highway Business) Zoning District.**

7. PUBLIC HEARINGS

A. Ordinance

1. Annexation and Plat Creating the **Sontrust No. 1 Addition** to the City of Casper, and zoning of said Addition as R-3 (One to Four Unit Residential).

2. Creation of **Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements.**

8. THIRD READING ORDINANCES

A. Plat Creating **Garden Creek Square Addition No. 2**, a Subdivision Agreement, and a Zone Change of said Addition to R-4 (High Density Residential).

1. Communications from Persons Present

B. Vacation, Replat, Zone Change and Subdivision Agreement for the **Greenway Park III Addition.**

1. Communications from Persons Present

C. Replat, Zone Change, and Subdivision Agreement for the **Kensington Heights Addition No. 1.**

1. Communications from Persons Present

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## 9. RESOLUTIONS

A. Authorizing the **Delegation of Authority for COVID-19 Response**.

B. Consent

1. Authorizing an Agreement with the **Central Wyoming Regional Water System Joint Powers Board** for the **2020 Roof Replacement Project**.
2. Authorizing an Energy Efficient Commercial Building Deduction to **Hein/Bond Architects and Casper Electric, Inc.**, as part of the **Baler Building/MRF Expansion Project**.
3. Authorizing an Agreement with **Wharton Asphalt LLC**, in the Amount of \$47,723, for the **Residential Crack Sealing Project**.
4. Authorizing an Agreement with **Sheet Metal Specialties, Inc.**, in the Amount of \$586,500, for the **Aquatics and Recreations Center HVAC Replacements Project**.
5. Authorizing an Agreement with **SWi, LLC**, in the Amount of \$26,330, for the **Events Center Fencing Project**.
6. Authorizing an Agreement with **Wayne Coleman Construction**, in the Amount of \$275,250, for the **2020 CPU Asphalt Repair Project**.
7. Authorizing an Agreement with JTL Group, Inc., dba **Knife River, Inc.**, in the Amount of \$178,010, for the **Miscellaneous Concrete and Storm Sewer Repairs Project**.
8. Authorizing a Lease Agreement with the **State of Wyoming Department of Administration and Information**, General Services Division, for the Premises Commonly Known as the **Goodstein Parking Lot**.
9. Authorizing an **Annexation Policy** for Providing **City Services to Outside-City Property**.
10. Authorizing an Agreement with **Golder Associates, Inc.**, in the Amount of \$74,581, for the **Solid Waste Monitoring Upgrades and Landfill Cell Planning Project** No. 20-016.
11. Authorizing an Agreement with **Golder Associates, Inc.**, in the Amount of \$80,915, for the **Closed Balefill Monitoring Upgrades Project** No. 20-017.

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10. MINUTE ACTION

A. Consent

1. Approving Transfer of Ownership for **Restaurant Liquor License No. 31**, Himalayan Indian Cuisine, LLC, d/b/a **Himalayan Indian Cuisine**, Located at 232 East 2<sup>nd</sup> Street Suite 100B.

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

12. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND POTENTIAL LITIGATION

13. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, April 21, 2020– Location tentative

6:00 p.m. Tuesday, May 5, 2020 –Location tentative

**Work sessions**

4:30 p.m. Tuesday, April 14, 2020 – Video Conference Call

4:30 p.m. Tuesday, April 28, 2020 – Location tentative

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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  
March 17, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:04 p.m., Tuesday, March 17, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Huber, Johnson, Lutz, Pacheco, Powell and Mayor Freel.

2. PLEDGE OF ALLEGIANCE

Citizen Lisa Burridge led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the March 3, 2020, regular Council meeting, as published in the Casper-Star Tribune on March 13, 2020. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the March 3, 2020, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by minute action, approve payment of the March 17, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 03/17/20

33MileRd	Services	246.00
AMBI	Services	1,202.60
AceHrdwr	Goods	632.41
AbleEquip	Goods	112.99
Adecco	Services	1,593.23
AhernRntls	Services	2,245.29
AirInnvtns	Goods	6,882.00
Airgas	Goods	883.86
Alluretech	Services	42.00
Alsco	Services	776.48
AmeriTech	Goods	3,443.05
Amerigas	Goods	2,838.51
AtlasOffice	Goods	1,542.62
BureauofRec	Services	15,182.69
BnkofAmerica	Goods	115,312.24
CsprElectric	Services	113,402.50
CsprHousingAuth	Funding	20,762.00
CsprPblcUtlities	Utilities	390,982.38
CsprStarTrib	Ads	1,142.36

CsprTinShop	Services	7,357.00
CsprTire	Goods	794.19
CntlWyRegWtr	Services	245,918.89
CntlWyRescueM	Funding	21,870.75
CenturyLink	Utilities	16,655.89
CityofCasper	Services	71,025.26
CMITeco	Goods	28,250.25
CollctionCtr	Services	615.51
ComTech	Goods	1,880.66
CmprssnLsng	Goods	2,340.14
Comtronix	Goods	1,829.00
CPU	Goods	2,714.38
Convergeone	Goods	97,169.78
Crdlpnt	Goods	3,780.00
CrwnConst	Services	15,831.00
CSConsltng	Services	1,677.00
DavidsonFxdInc	Services	4,264.77
DCFrostAssoc	Services	40,320.74
Dell	Goods	1,998.39
DeltaDntl	Services	10,908.90
DNelson	Reimb	68.26
DRuiz	Services	50.00
DPCInd	Goods	6,503.46
DynmcCntrl	Goods	9,225.00
EmrgncyMed	Goods	899.40
ETCInst	Services	6,000.00
FarmerBroths	Goods	469.45
FirstData	Services	1,052.81
GCBldgngSppl	Goods	135.00
Galls	Services	622.06
GemCityRfng	Services	39,290.20
GlobalEquip	Goods	1,249.65
GSGArch	Services	904.15
GulfSttsDist	Goods	9,100.00
HaassConst	Services	89,547.30
HrdLnEquip	Goods	269,332.00
HDREng	Services	1,181.42
Hein-Bond	Services	38,264.92
Homax	Goods	9,665.86
HubFlooring	Goods	360.00
IMSInfrast.	Services	3,500.00
Inbrg-Mllr	Services	5,485.00
ITCElect	Services	209.20
JBowden	Reimb	150.00
JHatcher	Reimb	115.62

JWilhelmcoCsprPD	Funding	368.50
LisasSpcnSpn	Services	1,265.00
Lower&Co	Services	800.00
MonsonJanit	Services	5,794.81
MotionFlow	Goods	155.15
Motorola	Goods	3,954.33
MtnWst	Utilities	503.74
NatlBenefitSvcs	Services	491.60
NCHallJstc	Services	12,624.23
NCSheriff	Services	15,000.00
OneCallWy	Services	404.25
OvrheadDoor	Goods	395.00
PSCC	Services	19,437.73
PMCH	Services	50,000.00
PstlPrs	Services	266.22
RlrdMgmtCo	Services	258.95
Rgn8Pretrtmnt	Goods	450.00
ReliantTech	Services	5,820.00
RckyMtnAccrdtn	Services	200.00
Ricoh	Goods	198.81
RckyMtnPwr	Services	5,878.92
RouterSwrSvcs	Services	373.68
RotaryClbofCspr	Dues	456.00
ScienceZone	Funding	25,843.50
SftyKleenSyst	Services	425.00
SkylineRnchs	Services	192.53
Smarsh	Services	1,835.00
StrerlingInfoSys	Services	709.60
SummitElect	Services	2,324.47
ThtchrCo	Goods	4,562.78
TDach	Reimb	141.72
ThexprssionsMed	Services	1,200.00
TopOffice	Services	110.56
TretoConst	Services	34,700.00
TrihydroCorp	Services	3,836.15
TylerTech	Services	36,476.85
Urgent Care	Services	1,106.00
Verizon	Services	40.01
WamcoLabs	Services	1,800.00
WardwellWtr	Utilities	30.01
WestPlainsEng	Services	500.00
WestlandPrk	Utilities	1,498.29
WLCEng	Services	290.00
Wydot	Services	749.57
WyLawEnf	Services	4,453.50

YamahaMtr	Goods	13,165.00
Total		2,010,895.93

6. BRIGHT SPOT

Mayor Freel shared information about the newly formed Casper’s Council for People with Disabilities including highlights of the recent Disability Awareness Day Celebration and their intent to participate in the parade this summer.

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Linda Bergeron, 2355 S. Larkspur; in opposition to the Paradise Valley/Robertson Road trail project contract (trail)); and Keith Rolland, 542 S. Durbin, regarding the COVID-19 outbreak. Also speaking in opposition to the trail were; Melinda Allison, 2451 Yarrow; Carol Summers, 2441 Yarrow; and Richard Stahley, 180 Indian Paintbrush. Councilmembers had questions about the trail, which City Manager Napier addressed. City Manager Napier also explained that the budgeting for this item had been initiated during 1%#16 optional sales tax priority setting as well as part of the capital agenda. Council shared knowledge of the project and discussed the matter further.

8. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Pacheco, seconded by Councilmember Cathey, to, by minute action establish April 7, 2020, as the public hearing date for consideration of:

- a) annexation and plat creating the Sontrust No. 1 Addition to the City of Casper, and zoning of said addition as R-3 (One to Four Unit Residential);
- b) creation of Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements; and,

Establish May 19, 2020 as the Public Hearing Date for Consideration of:

Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the Sontrust No. 1 Addition to the City of Casper Complies with W.S. §15-1-402.

- 1. Resolution.
  - 2. Third reading ordinance approving annexation, and zoning of the Sontrust No. 1 Addition.
- Motion passed.

9.A.1 PUBLIC HEARING - MINUTE ACTION

Mayor Freel opened the public hearing for the consideration of the issuance of Microbrewery Liquor License No. 7 for Oil City Beer Company, LLC, d/b/a Oil City Beer Company, located at 4155 Legion Lane Unit 4 and 6.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated March 3, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated March 9, 2020; an affidavit of website publication, as published on the City of Casper website, dated March 3, 2020; an affidavit of notice of conspicuous posting, as posted at 4155 Legion Lane Unit 4 and 6, dated March 3, 2020; and the liquor license application filed February 18, 2020. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Microbrewery Liquor License No. 7, the public hearing was closed.



Moved by Councilmember Johnson, seconded by Councilmember Lutz, to, by minute action, authorize the issuance of Microbrewery Liquor License No. 7. Motion passed.

9.A.2 PUBLIC HEARING - MINUTE ACTION

Mayor Freel opened the public hearing for the consideration of the issuance of new Microbrewery Liquor License No. 4 for Brewstory, LLC d/b/a Frontier Brewing Co., located at 117 East 2nd Street.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated March 3, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated March 9, 2020; an affidavit of website publication, as published on the City of Casper website, dated March 3, 2020; an affidavit of notice of conspicuous posting, as posted at 117 East 2<sup>nd</sup> Street, dated March 3, 2020; and the liquor license application filed February 18, 2020. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Microbrewery Liquor License No. 4, the public hearing was closed.

Moved by Councilmember Powell, seconded by Councilmember Johnson, to, by minute action, authorize the issuance of Microbrewer Liquor License No. 4. Motion passed.

10.A ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 4-20  
AN ORDINANCE APPROVING A REPLAT, SUBDIVISION  
AGREEMENT AND ZONE CHANGE FOR THE PROPOSED  
GARDEN CREEK SQUARE ADDITION NO. 2 SUBDIVISION IN  
THE CITY OF CASPER, WYOMING.

Councilmember Cathey presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Hopkins.

Speaking in support was Bill Fehringer, Civil Engineering Professionals, Inc. Councilmember Huber asked about the zoning, which Mr. Fehringer addressed. Mayor Freel abstained. Motion passed.

10.B ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 5-20  
AN ORDINANCE APPROVING A VACATION, REPLAT,  
SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE  
PROPOSED GREENWAY PARK III ADDITION SUBDIVISION  
IN THE CITY OF CASPER, WYOMING.

Councilmember Powell presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Lutz.

Don Berland, the developer of the subdivision, joined Council by telephone to speak in favor. Speaking in opposition was Vicky Primrose, Rustic Ridge Homeowner's Association President. Mayor Freel abstained. Motion passed.

10.C ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 6-20  
AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED KENSINGTON HEIGHTS ADDITION NO. 1 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilmember Hopkins presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates.

Speaking in support was Lisa Burridge, 421 S. Center. Mayor Freel abstained. Motion passed.

11.A RESOLUTION

Following resolution read:

RESOLUTION NO. 20-53  
A RESOLUTION EXPRESSING THE CITY COUNCIL OF CASPER'S INTENT TO BETTER DEFINE CERTAIN CASPER CITY CODE PROVISIONS TO ADDRESS THE MINIMAL OBLIGATIONS OF OPERATIONAL REQUIREMENTS FOR A COMMERCIAL RETAIL LICENSE, A "BAR AND GRILL" LICENSE, AND A RESTAURANT LICENSE.

Councilmember Pacheco presented the foregoing resolution for adoption. Seconded by Councilmember Cathey. City Manager Napier provided a brief report and City Attorney Henley provided additional information. No citizens spoke on the resolution.

Moved by Councilmember Hopkins, seconded by Councilmember Lutz to amend the resolution to change Section 1.B from forty-six (46) to fifty (50) weeks per year for retail and bar and grill licenses. Council discussed the amendment. Motion to amend the resolution passed. Motion to pass the resolution, as amended, passed.

11.B RESOLUTION

An emergency Mayoral proclamation and resolution were drafted for Council's consideration because of the COVID-19 outbreak. However, shortly before the meeting it was determined that Council action was not needed because Governor Gordon had already taken action at the state level. The title of the drafted resolution follows:

AN EMERGENCY MAYORAL PROCLAMATION AND CITY COUNCIL RESOLUTION TO CITY OF CASPER, WYOMING, TO IMMEDIATELY PRESERVE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; DECLARING AN EMERGENCY, PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION.

11.C CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-54

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH MUNICIPAL TREATMENT EQUIPMENT, INC. FOR TWO (2) PAX WATER STORAGE TANK MIXERS.

RESOLUTION NO. 20-55

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR DESIGN SERVICES FOR A PEDESTRIAN BRIDGE, A MULTI-USE PATHWAY AND DEDICATED BIKE LANES FROM CITY-OWNED PROPERTY ALONG ROBERTSON ROAD TRAIL TO THE RIVER TRAIL NEAR PARADISE VALLEY PARK, PROJECT NO. 19-074.

RESOLUTION NO. 20-56

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE "K" STREET IMPROVEMENTS PHASE IIA, PROJECT NO. 15-51.

RESOLUTION NO. 20-57

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC., FOR THE CY BOOSTER STATION REPLACEMENT, PROJECT NO. 16-024.

RESOLUTION NO. 20-58

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE MIKE LANSING FIELD PARKING LOT STORM SEWER IMPROVEMENTS, PROJECT NO. 18-077.

RESOLUTION NO. 20-59

A RESOLUTION AUTHORIZING THE PURCHASE OF TWENTY-SIX POLICE RADIOS TO OUTFIT NEW OFFICERS PLUS PROVIDE PORTABLE RADIOS AND SPARE UNITS.

Councilmember Johnson presented the foregoing six (6) resolutions for adoption. Seconded by Councilmember Lutz. City Manager Napier briefly stated that Council could consider a minute action item addressing emergency operations pertaining to the outbreak after consideration of the resolutions.

Moved by Councilmember Cathey, seconded by Councilmember Bates, to remove Resolution No. 20-55 from the consent agenda. Councilmembers Huber and Johnson voted nay. Motion passed.

City Manager Napier then provided direction on the process to approve the resolutions.

Moved by Councilmember Cathey, seconded by Councilmember Johnson to approve the five (5) consent resolutions. Motion passed.

Councilmembers then discussed Resolution No. 20-55, pertaining to the engineering design services for the Paradise Valley to Robertson Road trail project. City Manager Napier addressed questions presented by Council. Councilmember Powell requested following up with the Platte River Trust (Trust) regarding the timing of this project. City Attorney Henley recommended that Council put this item on the floor before taking action on this item. Moved by Councilmember Huber, seconded by Councilmember Hopkins to consider Resolution No. 20-55.

Moved by Councilmember Cathey to table this item to the April 7, 2020 Council meeting to allow the Trust to address the Council at the next work session. Motion died for a lack of a second.

Mayor Freel called for a vote on Resolution No. 20-55. Councilmember Cathey voted nay. Motion passed.

MINUTE ACTION ITEM - NOT ON AGENDA

Moved by Council member Pacheco, seconded by Councilmember Cathey, to, by minute action, support City Manager Napier and to authorize him to make necessary decisions in response to COVID-19.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers shared concerns and suggestions for dealing with the outbreak.

13. ADJOURN INTO EXECUTIVE SESSION

At 7:56 p.m., it was moved by Councilmember Huber, seconded by Councilmember Lutz, to adjourn into executive session to discuss land acquisition. Motion passed. Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, March 24, 2020, in the Council Chambers; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, April 3, 2020, in the Council Chambers. Council moved into the Council meeting room.

At 8:44 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Cathey, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

14. ADJOURNMENT

At 8:45 p.m., it was moved by Councilmember Cathey, seconded by Vice Mayor Lutz, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

# City of Casper - Bills and Claims for April 7, 2020

- Total For

## - ALL DEPARTMENTS

### 0970 CED

0970 CED	Buildings & Structures Fund	Supplies to repair electrical cords at the Recreat	\$115.60
<i>0970 CED - Total For Buildings &amp; Structures Fund</i>			<i>\$115.60</i>
<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$115.60</b>

### 307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Claim 2608 CA- Unit 217 repairs	\$982.05
307 COLLISION	Fleet Maintenance Fund	Claim 2763CA- unit 101221 repairs	\$1,326.93
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$2,308.98</i>
<b>307 COLLISION - ALL DEPARTMENTS</b>			<b>\$2,308.98</b>

### 4IMPRINT

4IMPRINT	Police Grants Fund	Meth Conference Swag	\$1,975.49
<i>4IMPRINT - Total For Police Grants Fund</i>			<i>\$1,975.49</i>
<b>4IMPRINT - ALL DEPARTMENTS</b>			<b>\$1,975.49</b>

### 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	Hot mix, shop	\$2,042.60
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$2,042.60</i>
71 CONSTRUCTION, INC	Water - Distribution	Fill sand	\$3,431.67
<i>71 CONSTRUCTION, INC - Total For Water - Distribution</i>			<i>\$3,431.67</i>

**71 CONSTRUCTION, INC - ALL DEPARTMENTS****\$5,474.27****7-ELEVEN 30484**

7-ELEVEN 30484	Police Administration	AUTOMATED FUEL DISPENSERS	\$21.99
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<i>7-ELEVEN 30484 - Total For Police Administration</i>			<i>\$21.99</i>
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<b>7-ELEVEN 30484 - ALL DEPARTMENTS</b>			<b>\$21.99</b>
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**7-ELEVEN 32713**

7-ELEVEN 32713	Police Administration	AUTOMATED FUEL DISPENSERS	\$18.53
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<i>7-ELEVEN 32713 - Total For Police Administration</i>			<i>\$18.53</i>
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<b>7-ELEVEN 32713 - ALL DEPARTMENTS</b>			<b>\$18.53</b>
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**A.M.B.I. & SHIPPING,**

A.M.B.I. & SHIPPING,	Code Enforcement	Stamps	\$728.40
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<i>A.M.B.I. &amp; SHIPPING, - Total For Code Enforcement</i>			<i>\$728.40</i>
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A.M.B.I. & SHIPPING,	Engineering	Postage	\$27.90
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<i>A.M.B.I. &amp; SHIPPING, - Total For Engineering</i>			<i>\$27.90</i>
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A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage	\$99.65
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<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$99.65</i>
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A.M.B.I. & SHIPPING,	Planning - Admin	Stamps	\$205.00
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<i>A.M.B.I. &amp; SHIPPING, - Total For Planning - Admin</i>			<i>\$205.00</i>
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<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$1,060.95</b>
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**AAA LANDSCAPING**

AAA LANDSCAPING	Code Enforcement	3750 E 15th Trim Tree	\$50.00
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<i>AAA LANDSCAPING - Total For Code Enforcement</i>			<i>\$50.00</i>
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<b>AAA LANDSCAPING - ALL DEPARTMENTS</b>			<b>\$50.00</b>
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**ADECCO USA, INC.**

ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$582.00
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ADECCO USA, INC.	Balefill - Disposal & Landfill	Ldf Labor	\$582.00
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<i>ADECCO USA, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,164.00</i>
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**ADECCO USA, INC. - ALL DEPARTMENTS****\$1,164.00****ADOBE CREATIVE CLOUD**

ADOBE CREATIVE CLOUD	Refuse - Recycling	CREATIVE CLOUD FOR PRR UPDATES	\$52.99
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<i>ADOBE CREATIVE CLOUD - Total For Refuse - Recycling</i>			<i>\$52.99</i>
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<b>ADOBE CREATIVE CLOUD - ALL DEPARTMENTS</b>			<b>\$52.99</b>
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**AIRBNB HMDFCNJWWC**

AIRBNB HMDFCNJWWC	Information Services	LODGING, HOTELS, MOTELS, RESORTS	(\$387.50)
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<i>AIRBNB HMDFCNJWWC - Total For Information Services</i>			<i>(\$387.50)</i>
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<b>AIRBNB HMDFCNJWWC - ALL DEPARTMENTS</b>			<b>(\$387.50)</b>
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**AIRGAS USA LLC**

AIRGAS USA LLC	Balefill - Diversion & Special	Masks and Suits	\$634.70
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<i>AIRGAS USA LLC - Total For Balefill - Diversion &amp; Special</i>			<i>\$634.70</i>
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AIRGAS USA LLC	Refuse - Residential	Glass Wipes	\$9.42
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<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$9.42</i>
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<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$644.12</b>
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**AIRGAS USA, LLC**

AIRGAS USA, LLC	Police Administration	goggles w/ clear lense	\$6.50
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<i>AIRGAS USA, LLC - Total For Police Administration</i>			<i>\$6.50</i>
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<b>AIRGAS USA, LLC - ALL DEPARTMENTS</b>			<b>\$6.50</b>
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**ALBERTSONS #0060**

ALBERTSONS #0060	Fire-EMS Training	DC Assessors Drinks	\$35.94
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<i>ALBERTSONS #0060 - Total For Fire-EMS Training</i>			<i>\$35.94</i>
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ALBERTSONS #0060	Human Resources	2 Limes, 2 Lemons, 2 Oranges for pretty water	\$4.49
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<i>ALBERTSONS #0060 - Total For Human Resources</i>			<i>\$4.49</i>
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<b>ALBERTSONS #0060 - ALL DEPARTMENTS</b>			<b>\$40.43</b>
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## ALBERTSONS #0177

ALBERTSONS #0177	Police Administration	GROCERY STORES, SUPERMARKETS	\$137.42
ALBERTSONS #0177	Police Administration	food for extended stay training	\$60.27

*ALBERTSONS #0177 - Total For Police Administration* \$197.69

**ALBERTSONS #0177 - ALL DEPARTMENTS** **\$197.69**

## ALL CREATURES VETERI

ALL CREATURES VETERI	Police Animal Control	vet services for 19-085350	\$269.60
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*ALL CREATURES VETERI - Total For Police Animal Control* \$269.60

**ALL CREATURES VETERI - ALL DEPARTMENTS** **\$269.60**

## ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Cemetery	DETECTIVE AGENCIES & PROTECTIVE AGENCY,A	\$195.00
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*ALL OUT FIRE EXTINGU - Total For Cemetery* \$195.00

ALL OUT FIRE EXTINGU	Golf - Operations	fire extinguisher inspections and testing, and an	\$395.00
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*ALL OUT FIRE EXTINGU - Total For Golf - Operations* \$395.00

**ALL OUT FIRE EXTINGU - ALL DEPARTMENTS** **\$590.00**

## ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Baler Processing	Baler Building Heat Trace	\$1,960.00
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*ALLIANCE ELECTRIC LL - Total For Balefill - Baler Processing* \$1,960.00

**ALLIANCE ELECTRIC LL - ALL DEPARTMENTS** **\$1,960.00**

## ALLIVET

ALLIVET	Metro Animal Fund - Admin	DRUG STORES, PHARMACIES (Kitten Vaccines)	\$143.98
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*ALLIVET - Total For Metro Animal Fund - Admin* \$143.98

**ALLIVET - ALL DEPARTMENTS** **\$143.98**

## ALPHAGRAPHICS BOZEMA

ALPHAGRAPHICS BOZEMA	Hogadon - Operations	Trail maps	\$311.26
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*ALPHAGRAPHICS BOZEMA - Total For Hogadon - Operations* \$311.26



**ALPHAGRAPHICS BOZEMA - ALL DEPARTMENTS****\$311.26****ALPINE MOTOR SPORTS**

ALPINE MOTOR SPORTS	Capital Projects Fund	motorcycle accessories	\$5,969.02
<i>ALPINE MOTOR SPORTS - Total For Capital Projects Fund</i>			<i>\$5,969.02</i>
ALPINE MOTOR SPORTS	Cemetery	TRIMMER HEADS (REPLACE ONE FOR JIM G.)	\$68.98
<i>ALPINE MOTOR SPORTS - Total For Cemetery</i>			<i>\$68.98</i>
ALPINE MOTOR SPORTS	Police Administration	part for new motorcycle	\$157.90
<i>ALPINE MOTOR SPORTS - Total For Police Administration</i>			<i>\$157.90</i>
ALPINE MOTOR SPORTS	Water - Distribution	Pipe saw air filter	\$157.45
<i>ALPINE MOTOR SPORTS - Total For Water - Distribution</i>			<i>\$157.45</i>

**ALPINE MOTOR SPORTS - ALL DEPARTMENTS****\$6,353.35****ALSCO**

ALSCO	Balefill - Baler Processing	Uniforms	\$88.16
ALSCO	Balefill - Baler Processing	Uniforms	\$87.16
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$175.32</i>
ALSCO	Balefill - Disposal & Landfill	Floor Mats	\$54.26
ALSCO	Balefill - Disposal & Landfill	Floor Mats	\$53.50
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$107.76</i>
ALSCO	City Council	towels, Laundry bag	\$24.60
ALSCO	City Council	Towels, laundry bag	\$29.65
<i>ALSCO - Total For City Council</i>			<i>\$54.25</i>
ALSCO	Refuse - Residential	Uniforms	\$56.10
ALSCO	Refuse - Residential	Uniforms	\$56.10
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$112.20</i>

**ALSCO - ALL DEPARTMENTS****\$449.53****ALSCO INC.**

ALSCO INC.	Fleet Maintenance Fund	JAN AND FEB LAUNDRY SVC	\$1,061.58
<i>ALSCO INC. - Total For Fleet Maintenance Fund</i>			<i>\$1,061.58</i>
ALSCO INC.	Regional Water Operations	LAUNDRY	\$123.10
<i>ALSCO INC. - Total For Regional Water Operations</i>			<i>\$123.10</i>

ALSCO INC.	Sewer Fund - Collection	laundry and towels	\$437.12
<i>ALSCO INC. - Total For Sewer Fund - Collection</i>			<i>\$437.12</i>
ALSCO INC.	WWTP - Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$494.68
<i>ALSCO INC. - Total For WWTP - Operations</i>			<i>\$494.68</i>
<b>ALSCO INC. - ALL DEPARTMENTS</b>			<b>\$2,116.48</b>

## ALTITUDE SIGNAL LLC

ALTITUDE SIGNAL LLC	Traffic Control	Replacement Lang & TC 3000 timeclocks	\$1,798.20
<i>ALTITUDE SIGNAL LLC - Total For Traffic Control</i>			<i>\$1,798.20</i>
<b>ALTITUDE SIGNAL LLC - ALL DEPARTMENTS</b>			<b>\$1,798.20</b>

## AMERICINN LODGE STUA

AMERICINN LODGE STUA	Police Administration	hotel room	\$98.43
<i>AMERICINN LODGE STUA - Total For Police Administration</i>			<i>\$98.43</i>
<b>AMERICINN LODGE STUA - ALL DEPARTMENTS</b>			<b>\$98.43</b>

## AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Building Heat	\$240.40
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Propane Forklift	\$251.72
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Forklift Propane	\$200.97
<i>AMERIGAS - CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$693.09</i>
AMERIGAS - CASPER	Ice Arena - Operations	PROPANE FOR OLY	\$47.13
<i>AMERIGAS - CASPER - Total For Ice Arena - Operations</i>			<i>\$47.13</i>
AMERIGAS - CASPER	WWTP - Operations	Propane	\$1,513.90
<i>AMERIGAS - CASPER - Total For WWTP - Operations</i>			<i>\$1,513.90</i>
<b>AMERIGAS - CASPER - ALL DEPARTMENTS</b>			<b>\$2,254.12</b>

## AMZN Mktp US

AMZN Mktp US	Balefill - Diversion & Special	SCRAPERS FOR SWF	\$49.32
<i>AMZN Mktp US - Total For Balefill - Diversion &amp; Special</i>			<i>\$49.32</i>
AMZN Mktp US	Code Enforcement	Code Books	\$142.33
AMZN Mktp US	Code Enforcement	Code Books	\$450.42
<i>AMZN Mktp US - Total For Code Enforcement</i>			<i>\$592.75</i>

AMZN Mktp US	Fire-EMS Operations	Essentials of Fire Fighting	\$15.41
AMZN Mktp US	Fire-EMS Operations	Amazon - Torque Multiplier Lug Nut Wrench	\$171.45
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			<i>\$186.86</i>
AMZN Mktp US	Metro Animal Fund - Admin	BOOK STORES	\$131.20
<i>AMZN Mktp US - Total For Metro Animal Fund - Admin</i>			<i>\$131.20</i>
AMZN Mktp US	Police Administration	flash drives	\$194.77
AMZN Mktp US	Police Administration	4 gb flashdrives	\$102.97
AMZN Mktp US	Police Administration	usb flash drives	\$25.79
AMZN Mktp US	Police Administration	BOOK STORES	\$358.24
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$681.77</i>
AMZN Mktp US	Rec Center - Operations	BOOK STORES	\$109.98
AMZN Mktp US	Rec Center - Operations	ACRYLIC SIGN HOLDERS	\$71.98
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$181.96</i>
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$1,823.86</b>

## ANIMAL MEDICAL CENTE

ANIMAL MEDICAL CENTE	Police Administration	canine check up	\$295.00
<i>ANIMAL MEDICAL CENTE - Total For Police Administration</i>			<i>\$295.00</i>
<b>ANIMAL MEDICAL CENTE - ALL DEPARTMENTS</b>			<b>\$295.00</b>

## ANIXTER INC - UPS

ANIXTER INC - UPS	WWTP - Operations	Contactors	\$1,947.45
<i>ANIXTER INC - UPS - Total For WWTP - Operations</i>			<i>\$1,947.45</i>
<b>ANIXTER INC - UPS - ALL DEPARTMENTS</b>			<b>\$1,947.45</b>

## ARBY S

ARBY S	City Council	Meal during WAM Winter Conference	\$27.93
<i>ARBY S - Total For City Council</i>			<i>\$27.93</i>
ARBY S	City Manager	Meal during WAM Winter Conference	\$9.31
<i>ARBY S - Total For City Manager</i>			<i>\$9.31</i>
<b>ARBY S - ALL DEPARTMENTS</b>			<b>\$37.24</b>

## AT&T BILL PAYMENT

AT&T BILL PAYMENT	Fire-EMS Operations	Service for R1	\$301.28
<i>AT&amp;T BILL PAYMENT - Total For Fire-EMS Operations</i>			<i>\$301.28</i>
AT&T BILL PAYMENT	Sewer Fund - Collection	field device data	\$9.72
AT&T BILL PAYMENT	Sewer Fund - Collection	remote device data	\$128.70
<i>AT&amp;T BILL PAYMENT - Total For Sewer Fund - Collection</i>			<i>\$138.42</i>
AT&T BILL PAYMENT	Streets	Monthly charges on Traffic tablets	\$80.08
<i>AT&amp;T BILL PAYMENT - Total For Streets</i>			<i>\$80.08</i>
AT&T BILL PAYMENT	Water - Distribution	TELECOMMUNICATION SERV.	\$160.16
<i>AT&amp;T BILL PAYMENT - Total For Water - Distribution</i>			<i>\$160.16</i>
<b>AT&amp;T BILL PAYMENT - ALL DEPARTMENTS</b>			<b>\$679.94</b>

## AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$8,086.60
<i>AT&amp;T PREMIER EBIL - Total For Police Administration</i>			<i>\$8,086.60</i>
<b>AT&amp;T PREMIER EBIL - ALL DEPARTMENTS</b>			<b>\$8,086.60</b>

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Aquatics - Operations	INK CARTRIDGES	\$93.74
<i>ATLAS OFFICE PRODUCT - Total For Aquatics - Operations</i>			<i>\$93.74</i>
ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Cartridge	\$121.44
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Baler Processing</i>			<i>\$121.44</i>
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Ink Cartridges Landfill	\$233.26
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	UB Battery for Computers	\$141.70
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$374.96</i>
ATLAS OFFICE PRODUCT	Buildings & Structures Fund	BAS Order-1 Red Ink & 1 Black Ink Refill, 1 Toner	\$141.34
<i>ATLAS OFFICE PRODUCT - Total For Buildings &amp; Structures Fund</i>			<i>\$141.34</i>
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$33.49
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$23.51
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$57.00</i>
ATLAS OFFICE PRODUCT	City Council	Hub	\$43.42
ATLAS OFFICE PRODUCT	City Council	Webcam	\$379.00
ATLAS OFFICE PRODUCT	City Council	Hub and Paper	\$303.94
<i>ATLAS OFFICE PRODUCT - Total For City Council</i>			<i>\$726.36</i>
ATLAS OFFICE PRODUCT	City Manager	Office Supplies	\$53.23

<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			\$53.23
ATLAS OFFICE PRODUCT	Engineering	PAPER	\$111.43
ATLAS OFFICE PRODUCT	Engineering	PAPER AND MISC. OFFICE SUPPLIES	\$125.59
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			\$237.02
ATLAS OFFICE PRODUCT	Finance	Office Chair	\$193.84
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$193.84
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Case of paper	\$66.98
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Name Plate Holder	\$7.99
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			\$74.97
ATLAS OFFICE PRODUCT	Human Resources	Name Plate Order for RM Support Technician	\$13.72
ATLAS OFFICE PRODUCT	Human Resources	2 binders, 3 packs of tab dividers	\$30.58
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			\$44.30
ATLAS OFFICE PRODUCT	Meter Services	Clorox Wipes	\$34.40
ATLAS OFFICE PRODUCT	Meter Services	Two ink cartridges for loft printer in Meter shop	\$109.84
<i>ATLAS OFFICE PRODUCT - Total For Meter Services</i>			\$144.24
ATLAS OFFICE PRODUCT	Planning - Admin	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$40.98
<i>ATLAS OFFICE PRODUCT - Total For Planning - Admin</i>			\$40.98
ATLAS OFFICE PRODUCT	Police Administration	Ink, Misc. Supplies	\$959.24
ATLAS OFFICE PRODUCT	Police Administration	Ink Cartridge	\$227.25
ATLAS OFFICE PRODUCT	Police Administration	Storage Box	\$75.68
ATLAS OFFICE PRODUCT	Police Administration	Hub and Paper	\$267.92
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$1,530.09
ATLAS OFFICE PRODUCT	Public Safety Communication	Chair	\$2,036.25
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			\$2,036.25
ATLAS OFFICE PRODUCT	Rec Center - Classes	INK CARTRIDGES	\$46.87
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Classes</i>			\$46.87
ATLAS OFFICE PRODUCT	Rec Center - Operations	INK CARTRIDGES	\$93.74
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Operations</i>			\$93.74
ATLAS OFFICE PRODUCT	Refuse - Recycling	PAPER	\$12.13
ATLAS OFFICE PRODUCT	Refuse - Recycling	PAPER AND MISC. OFFICE SUPPLIES	\$16.75
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Recycling</i>			\$28.88
ATLAS OFFICE PRODUCT	Sewer Fund - Admin	PAPER	\$9.09
ATLAS OFFICE PRODUCT	Sewer Fund - Admin	PAPER AND MISC. OFFICE SUPPLIES	\$12.56
<i>ATLAS OFFICE PRODUCT - Total For Sewer Fund - Admin</i>			\$21.65
ATLAS OFFICE PRODUCT	Water - Admin	PAPER AND MISC. OFFICE SUPPLIES	\$12.55
ATLAS OFFICE PRODUCT	Water - Admin	PAPER	\$9.09

<i>ATLAS OFFICE PRODUCT - Total For Water - Admin</i>			<i>\$21.64</i>
ATLAS OFFICE PRODUCT	Water - Distribution	Heavy duty staples	\$11.29
ATLAS OFFICE PRODUCT	Water - Distribution	Fasteners & moisteners	\$6.86
<i>ATLAS OFFICE PRODUCT - Total For Water - Distribution</i>			<i>\$18.15</i>
ATLAS OFFICE PRODUCT	WWTP - Operations	Paper	\$66.98
<i>ATLAS OFFICE PRODUCT - Total For WWTP - Operations</i>			<i>\$66.98</i>
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$6,167.67</b>

## ATLAS REPRODUCTION

ATLAS REPRODUCTION	Police Administration	March 2020 Copier	\$133.90
ATLAS REPRODUCTION	Police Administration	March 2020 Copier	\$41.84
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$175.74</i>
<b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>			<b>\$175.74</b>

## AUDIE JEANS PHOTOGRA

AUDIE JEANS PHOTOGRA	City Council	Mayor's photo	\$20.00
<i>AUDIE JEANS PHOTOGRA - Total For City Council</i>			<i>\$20.00</i>
<b>AUDIE JEANS PHOTOGRA - ALL DEPARTMENTS</b>			<b>\$20.00</b>

## B & B RUBBER STAMP S

B & B RUBBER STAMP S	Balefill - Disposal & Landfill	NOTARY STAMP	\$32.25
<i>B &amp; B RUBBER STAMP S - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$32.25</i>
<b>B &amp; B RUBBER STAMP S - ALL DEPARTMENTS</b>			<b>\$32.25</b>

## B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	CIA Chiller Replacement 15-58	\$5,448.79
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$5,448.79</i>
<b>B32 ENGINEERING GROU - ALL DEPARTMENTS</b>			<b>\$5,448.79</b>

## BAD DADDY'S BURGER B

BAD DADDY'S BURGER B	Fire-EMS Training	Credit for an inaccurate meal charge while trave	(\$45.45)
BAD DADDY'S BURGER B	Fire-EMS Training	Corrected charge for a meal while traveling for t	\$40.95

BAD DADDY'S BURGER B - Total For Fire-EMS Training (\$4.50)

**BAD DADDY'S BURGER B - ALL DEPARTMENTS (\$4.50)**

**BAILEYS ACE HDWE**

BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies for Service Center vacuum installation	\$18.11
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to install vacuums at Service Center	\$1.84
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies for Service Center vacuum installation -	\$1.93
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies for Service Center vacuum installation -	(\$1.93)

BAILEYS ACE HDWE - Total For Buildings & Structures Fund \$19.95

BAILEYS ACE HDWE Fire-EMS Operations Equipment Repairs \$8.39

BAILEYS ACE HDWE - Total For Fire-EMS Operations \$8.39

BAILEYS ACE HDWE Ice Arena - Operations MAINTENANCE ITEMS \$88.94

BAILEYS ACE HDWE - Total For Ice Arena - Operations \$88.94

BAILEYS ACE HDWE Meter Services Propane torch \$18.98

BAILEYS ACE HDWE - Total For Meter Services \$18.98

BAILEYS ACE HDWE Police Administration keys for stock and new hires \$47.80

BAILEYS ACE HDWE - Total For Police Administration \$47.80

BAILEYS ACE HDWE Sewer Fund - Collection office supplies \$13.99

BAILEYS ACE HDWE - Total For Sewer Fund - Collection \$13.99

BAILEYS ACE HDWE Sewer Fund - Stormwater storm truck headlight/flashlight \$9.99

BAILEYS ACE HDWE Sewer Fund - Stormwater storm point repair supplies \$24.58

BAILEYS ACE HDWE - Total For Sewer Fund - Stormwater \$34.57

BAILEYS ACE HDWE Traffic Control Batteries for locator \$31.98

BAILEYS ACE HDWE - Total For Traffic Control \$31.98

BAILEYS ACE HDWE WWTP - Operations Spray bottles \$18.43

BAILEYS ACE HDWE WWTP - Operations Ice melt \$34.36

BAILEYS ACE HDWE - Total For WWTP - Operations \$52.79

**BAILEYS ACE HDWE - ALL DEPARTMENTS \$317.39**

**BARGREEN WYOMING**

BARGREEN WYOMING Fire-EMS Operations Station Supplies \$155.01

BARGREEN WYOMING - Total For Fire-EMS Operations \$155.01

BARGREEN WYOMING Ice Arena - Operations COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL \$102.71

BARGREEN WYOMING - Total For Ice Arena - Operations \$102.71

BARGREEN WYOMING	Sewer Fund - Collection	cleaning supplies	\$16.30
BARGREEN WYOMING	Sewer Fund - Collection	cleaning supplies	\$64.50
<i>BARGREEN WYOMING - Total For Sewer Fund - Collection</i>			<i>\$80.80</i>
BARGREEN WYOMING	WWTP - Operations	Toilet paper, bleach	\$43.42
<i>BARGREEN WYOMING - Total For WWTP - Operations</i>			<i>\$43.42</i>
<b>BARGREEN WYOMING - ALL DEPARTMENTS</b>			<b>\$381.94</b>

## BATTERIES+BULBS

BATTERIES+BULBS	Hogadon - Operations	Batteries PH tester	\$11.65
<i>BATTERIES+BULBS - Total For Hogadon - Operations</i>			<i>\$11.65</i>
<b>BATTERIES+BULBS - ALL DEPARTMENTS</b>			<b>\$11.65</b>

## BEST BUY

BEST BUY	City Council	COVID19 Port hub for PSOC	\$479.98
<i>BEST BUY - Total For City Council</i>			<i>\$479.98</i>
BEST BUY	Golf - Operations	Return of item	(\$39.99)
<i>BEST BUY - Total For Golf - Operations</i>			<i>(\$39.99)</i>
BEST BUY	Sewer Fund - Collection	office supplies	\$9.99
<i>BEST BUY - Total For Sewer Fund - Collection</i>			<i>\$9.99</i>
<b>BEST BUY - ALL DEPARTMENTS</b>			<b>\$449.98</b>

## BLACK BEAR HAVERSACK

BLACK BEAR HAVERSACK	General Fund	Replica arrowheads for resale in gift shop	\$99.95
<i>BLACK BEAR HAVERSACK - Total For General Fund</i>			<i>\$99.95</i>
<b>BLACK BEAR HAVERSACK - ALL DEPARTMENTS</b>			<b>\$99.95</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Natural Gas	\$4,196.39
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$4,196.39</i>
BLACK HILLS ENERGY	Aquatics - Pool	Natural Gas	\$357.00
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			<i>\$357.00</i>
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Natural Gas	\$5,254.60
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Natural Gas LDF Remediation	\$29.00



<i>BLACK HILLS ENERGY - Total For Balefill - Disposal &amp; Landfill</i>			\$5,283.60
BLACK HILLS ENERGY	Buildings & Structures Fund	Natural Gas	\$402.85
<i>BLACK HILLS ENERGY - Total For Buildings &amp; Structures Fund</i>			\$402.85
BLACK HILLS ENERGY	Cemetery	Natural Gas	\$389.58
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$389.58
BLACK HILLS ENERGY	City Center Building	Natural Gas	\$154.39
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$154.39
BLACK HILLS ENERGY	City Hall	Natural Gas	\$1,358.18
<i>BLACK HILLS ENERGY - Total For City Hall</i>			\$1,358.18
BLACK HILLS ENERGY	Fire-EMS Administration	Natural Gas	\$2,642.93
BLACK HILLS ENERGY	Fire-EMS Administration	Natural Gas	\$388.22
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$3,031.15
BLACK HILLS ENERGY	Fleet Maintenance Fund	Natural Gas	\$2,678.32
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$2,678.32
BLACK HILLS ENERGY	Ft. Caspar Museum	Natural Gas	\$516.37
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$516.37
BLACK HILLS ENERGY	Golf - Operations	Natural Gas	\$451.06
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$451.06
BLACK HILLS ENERGY	Ice Arena - Operations	Natural Gas	\$1,108.68
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$1,108.68
BLACK HILLS ENERGY	Marathon Building	Natural Gas	\$745.00
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			\$745.00
BLACK HILLS ENERGY	Metro Animal Fund - Admin	Natural Gas	\$1,321.29
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund - Admin</i>			\$1,321.29
BLACK HILLS ENERGY	Miller St. Dormitory	Natural Gas	\$113.39
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			\$113.39
BLACK HILLS ENERGY	Parks - Parks Maint.	Natural Gas	\$243.03
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$243.03
BLACK HILLS ENERGY	Rec Center - Operations	Natural Gas	\$1,035.07
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$1,035.07
BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$5,718.36
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			\$5,718.36
BLACK HILLS ENERGY	Sewer Fund - Collection	Natural Gas	\$31.17
<i>BLACK HILLS ENERGY - Total For Sewer Fund - Collection</i>			\$31.17
BLACK HILLS ENERGY	Water - Distribution	Natural Gas	\$1,642.89
<i>BLACK HILLS ENERGY - Total For Water - Distribution</i>			\$1,642.89

BLACK HILLS ENERGY	WWTP - Operations	Natural Gas	\$6,369.08
<i>BLACK HILLS ENERGY - Total For WWTP - Operations</i>			<i>\$6,369.08</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$37,146.85</b>

## BLAKEMAN PROPANE

BLAKEMAN PROPANE	Hogadon - Operations	Natural Gas -Propane	\$2,623.50
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			<i>\$2,623.50</i>
<b>BLAKEMAN PROPANE - ALL DEPARTMENTS</b>			<b>\$2,623.50</b>

## BLOEDORN LUMBER

BLOEDORN LUMBER	Refuse - Commercial	Container Maint Supplies	\$257.40
<i>BLOEDORN LUMBER - Total For Refuse - Commercial</i>			<i>\$257.40</i>
<b>BLOEDORN LUMBER - ALL DEPARTMENTS</b>			<b>\$257.40</b>

## BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Supplies to install new heater at Water Booster	\$42.27
BLOEDORN LUMBER CASP	Buildings & Structures Fund	BAS Shop Supplies	\$13.88
BLOEDORN LUMBER CASP	Buildings & Structures Fund	BAS Shop Supplies	\$35.99
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Supplies to hang picture at Recreation Center	\$2.24
<i>BLOEDORN LUMBER CASP - Total For Buildings &amp; Structures Fund</i>			<i>\$94.38</i>
BLOEDORN LUMBER CASP	Capital Projects Fund	Supplies to hang changing station at North Casp	\$9.95
<i>BLOEDORN LUMBER CASP - Total For Capital Projects Fund</i>			<i>\$9.95</i>
BLOEDORN LUMBER CASP	Fire-EMS Operations	Bloedorn Lumber	\$35.90
BLOEDORN LUMBER CASP	Fire-EMS Operations	Sawzall Blade	\$23.39
<i>BLOEDORN LUMBER CASP - Total For Fire-EMS Operations</i>			<i>\$59.29</i>
BLOEDORN LUMBER CASP	Fire-EMS Training	Anchor and Lag, Hammer and Bit	\$21.38
<i>BLOEDORN LUMBER CASP - Total For Fire-EMS Training</i>			<i>\$21.38</i>
BLOEDORN LUMBER CASP	Parks - Parks Maint.	Concrete anchors	\$54.99
<i>BLOEDORN LUMBER CASP - Total For Parks - Parks Maint.</i>			<i>\$54.99</i>
BLOEDORN LUMBER CASP	WWTP - Operations	Spray bottle	\$2.51
<i>BLOEDORN LUMBER CASP - Total For WWTP - Operations</i>			<i>\$2.51</i>
<b>BLOEDORN LUMBER CASP - ALL DEPARTMENTS</b>			<b>\$242.50</b>

## BOB EVANS REST

BOB EVANS REST	Police Administration	dinner on way home from training	\$10.95
<i>BOB EVANS REST - Total For Police Administration</i>			<i>\$10.95</i>
<b>BOB EVANS REST - ALL DEPARTMENTS</b>			<b>\$10.95</b>

## BOBBYS BURGER PALACE

BOBBYS BURGER PALACE	Fire-EMS Training	Meal while attending a training in Vegas	\$20.29
<i>BOBBYS BURGER PALACE - Total For Fire-EMS Training</i>			<i>\$20.29</i>
<b>BOBBYS BURGER PALACE - ALL DEPARTMENTS</b>			<b>\$20.29</b>

## BP#8834509RICKERS

BP#8834509RICKERS	Police Administration	AUTOMATED FUEL DISPENSERS	\$18.41
<i>BP#8834509RICKERS - Total For Police Administration</i>			<i>\$18.41</i>
<b>BP#8834509RICKERS - ALL DEPARTMENTS</b>			<b>\$18.41</b>

## BP#88731431623

BP#88731431623	Police Administration	AUTOMATED FUEL DISPENSERS	\$20.43
<i>BP#88731431623 - Total For Police Administration</i>			<i>\$20.43</i>
<b>BP#88731431623 - ALL DEPARTMENTS</b>			<b>\$20.43</b>

## BRECK MEDIA GROUP WY

BRECK MEDIA GROUP WY	Hogadon - Operations	ADVERTISING SERVICES	\$504.00
<i>BRECK MEDIA GROUP WY - Total For Hogadon - Operations</i>			<i>\$504.00</i>
<b>BRECK MEDIA GROUP WY - ALL DEPARTMENTS</b>			<b>\$504.00</b>

## BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	WWTP - Operations	Ferric chloride delivery 3/11/2020	\$11,454.01
<i>BRENNTAG PACIFIC, IN - Total For WWTP - Operations</i>			<i>\$11,454.01</i>
<b>BRENNTAG PACIFIC, IN - ALL DEPARTMENTS</b>			<b>\$11,454.01</b>

## BUDGET.COM PREPAY RE

BUDGET.COM PREPAY RE	Police Administration	BUDGET RENT-A-CAR	\$124.07
<i>BUDGET.COM PREPAY RE - Total For Police Administration</i>			<i>\$124.07</i>
<b>BUDGET.COM PREPAY RE - ALL DEPARTMENTS</b>			<b>\$124.07</b>

## BUSH-WELLS SPORTING

BUSH-WELLS SPORTING	Regional Water Operations	Uniforms 11 Employees	\$813.00
<i>BUSH-WELLS SPORTING - Total For Regional Water Operations</i>			<i>\$813.00</i>
<b>BUSH-WELLS SPORTING - ALL DEPARTMENTS</b>			<b>\$813.00</b>

## CANVA 02615-1341312

CANVA 02615-1341312	Police Administration	PHOTOGRAPHIC STUDIOS	\$119.40
<i>CANVA 02615-1341312 - Total For Police Administration</i>			<i>\$119.40</i>
<b>CANVA 02615-1341312 - ALL DEPARTMENTS</b>			<b>\$119.40</b>

## CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	FEB 2020 CONTRACT INV COPIER	\$45.00
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			<i>\$45.00</i>
<b>CAPITAL BUSINESS SYS - ALL DEPARTMENTS</b>			<b>\$45.00</b>

## CASELLE, INC.

CASELLE, INC.	Customer Service	Contract support and mtnc April 2020	\$75.00
<i>CASELLE, INC. - Total For Customer Service</i>			<i>\$75.00</i>
<b>CASELLE, INC. - ALL DEPARTMENTS</b>			<b>\$75.00</b>

## CASEYS GEN STORE

CASEYS GEN STORE	Police Administration	AUTOMATED FUEL DISPENSERS	\$13.40
<i>CASEYS GEN STORE - Total For Police Administration</i>			<i>\$13.40</i>
<b>CASEYS GEN STORE - ALL DEPARTMENTS</b>			<b>\$13.40</b>

## CASEYS LYNNVILLE

CASEYS LYNNVILLE	Police Administration	AUTOMATED FUEL DISPENSERS	\$18.88
<i>CASEYS LYNNVILLE - Total For Police Administration</i>			<i>\$18.88</i>
<b>CASEYS LYNNVILLE - ALL DEPARTMENTS</b>			<b>\$18.88</b>

## CASEYS WEST BRANCH

CASEYS WEST BRANCH	Police Administration	AUTOMATED FUEL DISPENSERS	\$18.07
<i>CASEYS WEST BRANCH - Total For Police Administration</i>			<i>\$18.07</i>
<b>CASEYS WEST BRANCH - ALL DEPARTMENTS</b>			<b>\$18.07</b>

## CASPER AMATEUR HOCKE

CASPER AMATEUR HOCKE	Social Community Services	FY20 Community Promotions Casp	\$2,714.29
<i>CASPER AMATEUR HOCKE - Total For Social Community Services</i>			<i>\$2,714.29</i>
<b>CASPER AMATEUR HOCKE - ALL DEPARTMENTS</b>			<b>\$2,714.29</b>

## CASPER COLLEGE

CASPER COLLEGE	Parks - Parks Maint.	Refund for original registration for backflow clas	(\$1,100.00)
CASPER COLLEGE	Parks - Parks Maint.	Registration for backflow class for Jason	\$1,100.00
CASPER COLLEGE	Parks - Parks Maint.	Refund for original registration for backflow clas	(\$1,100.00)
CASPER COLLEGE	Parks - Parks Maint.	Registration for backflow class after scholarship	\$840.00
CASPER COLLEGE	Parks - Parks Maint.	Registration for backflow class for Jim	\$1,100.00
CASPER COLLEGE	Parks - Parks Maint.	Registration for backflow class after scholarship	\$279.67
CASPER COLLEGE	Parks - Parks Maint.	Registration for backflow class after scholarship	\$560.33
<i>CASPER COLLEGE - Total For Parks - Parks Maint.</i>			<i>\$1,680.00</i>
CASPER COLLEGE	Police Administration	credit for cancelled class	(\$85.00)
<i>CASPER COLLEGE - Total For Police Administration</i>			<i>(\$85.00)</i>
<b>CASPER COLLEGE - ALL DEPARTMENTS</b>			<b>\$1,595.00</b>

## CASPER CONTRACTORS S

CASPER CONTRACTORS S	Sewer Fund - Collection	shop maintenance	\$17.40
<i>CASPER CONTRACTORS S - Total For Sewer Fund - Collection</i>			<i>\$17.40</i>
CASPER CONTRACTORS S	Sewer Fund - Stormwater	storm point repair supplies	\$80.40

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CASPER CONTRACTORS S - Total For Sewer Fund - Stormwater			\$80.40
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<b>CASPER CONTRACTORS S - ALL DEPARTMENTS</b>			<b>\$97.80</b>
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## CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Balefill - Disposal & Landfill	MRF Office Construction	\$1,890.00
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CASPER ELECTRIC, INC	Balefill - Disposal & Landfill	Taped Connections	\$73.50
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CASPER ELECTRIC, INC - Total For Balefill - Disposal & Landfill			\$1,963.50
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<b>CASPER ELECTRIC, INC - ALL DEPARTMENTS</b>			<b>\$1,963.50</b>
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## CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Fire-EMS Administration	Annual Recertification	\$155.00
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CASPER FIRE EXTINGUI - Total For Fire-EMS Administration			\$155.00
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CASPER FIRE EXTINGUI	Parks - Parks Maint.	Fire extinguisher signs for storage sheds	\$12.00
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CASPER FIRE EXTINGUI - Total For Parks - Parks Maint.			\$12.00
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<b>CASPER FIRE EXTINGUI - ALL DEPARTMENTS</b>			<b>\$167.00</b>
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## CASPER FORD LINCOLN

CASPER FORD LINCOLN	Fleet Maintenance Fund	101237 REPL WATER PUMP	\$1,799.94
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CASPER FORD LINCOLN - Total For Fleet Maintenance Fund			\$1,799.94
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<b>CASPER FORD LINCOLN - ALL DEPARTMENTS</b>			<b>\$1,799.94</b>
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## CASPER NATRONA COUNT

CASPER NATRONA COUNT	Police Animal Control	Rabies Vaccine, Immunization	\$680.00
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CASPER NATRONA COUNT - Total For Police Animal Control			\$680.00
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<b>CASPER NATRONA COUNT - ALL DEPARTMENTS</b>			<b>\$680.00</b>
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## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Hogadon - Operations	NEWS DEALERS AND NEWSSTANDS	\$281.61
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CASPER STAR TRIBUNE - Total For Hogadon - Operations			\$281.61
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CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$87.70
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CASPER STAR TRIBUNE - Total For Regional Water Operations			\$87.70
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**CASPER STAR TRIBUNE - ALL DEPARTMENTS****\$369.31****CASPER STAR-TRIBUNE,**

CASPER STAR-TRIBUNE,	Capital Projects Fund	Events Fencing 19-066	\$492.20
CASPER STAR-TRIBUNE,	Capital Projects Fund	Ad for Bid Pickleball Courts 19-042	\$501.68
CASPER STAR-TRIBUNE,	Capital Projects Fund	Ad for Bid Residential Crack Sealing	\$501.68
CASPER STAR-TRIBUNE,	Capital Projects Fund	Events Water Service 19-012	\$464.40
CASPER STAR-TRIBUNE,	Capital Projects Fund	Aquatic Rec HVAC 19-049	\$530.12
CASPER STAR-TRIBUNE,	Capital Projects Fund	Ad for Bid CEC Walk in Cooler 19-072	\$501.68
CASPER STAR-TRIBUNE,	Capital Projects Fund	Ad for bids concrete and sewer repairs 19-047	\$495.36

*CASPER STAR-TRIBUNE, - Total For Capital Projects Fund* \$3,487.12

CASPER STAR-TRIBUNE, City Clerk Council Minutes \$961.00

CASPER STAR-TRIBUNE, City Clerk Council Minutes \$1,004.20

*CASPER STAR-TRIBUNE, - Total For City Clerk* \$1,965.20

CASPER STAR-TRIBUNE, Code Enforcement Request for Bids Weed Mowing \$299.44

*CASPER STAR-TRIBUNE, - Total For Code Enforcement* \$299.44

CASPER STAR-TRIBUNE, Planning - Admin Notice Planning and Zoning \$70.08

CASPER STAR-TRIBUNE, Planning - Admin Casper City Council \$79.16

*CASPER STAR-TRIBUNE, - Total For Planning - Admin* \$149.24

CASPER STAR-TRIBUNE, Water - Distribution Ad for Bid CPU Asphalt Repair 20-001 \$230.30

CASPER STAR-TRIBUNE, Water - Distribution Ad for Bid CPU Asphalt Repair 20-001 \$230.30

*CASPER STAR-TRIBUNE, - Total For Water - Distribution* \$460.60

**CASPER STAR-TRIBUNE, - ALL DEPARTMENTS****\$6,361.60****CASPER TIRE**

CASPER TIRE Refuse - Commercial 222272 Semi Flat \$45.00

*CASPER TIRE - Total For Refuse - Commercial* \$45.00

CASPER TIRE Refuse - Residential 222283 Semi Flat \$35.00

*CASPER TIRE - Total For Refuse - Residential* \$35.00

**CASPER TIRE - ALL DEPARTMENTS****\$80.00****CASPER TIRE 0000705**

CASPER TIRE 0000705 Fleet Maintenance Fund 083254 FLAT REPAIRS \$155.00

CASPER TIRE 0000705	Fleet Maintenance Fund	230079 4 NEW TIRES	\$660.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230084 SWAP TIRES FROM 69	\$180.00
<i>CASPER TIRE 0000705 - Total For Fleet Maintenance Fund</i>			<i>\$995.00</i>
<b>CASPER TIRE 0000705 - ALL DEPARTMENTS</b>			<b>\$995.00</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to replace water heater in Service Cent	\$156.29
CASPER WINNELSON CO	Buildings & Structures Fund	Replacement solar pump for Aquatics Center	\$813.56
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to replace hot water heater at Recreati	\$136.12
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$1,105.97</i>
CASPER WINNELSON CO	Capital Projects Fund	Supplies to replace 2 faucets at North Casper So	\$124.38
CASPER WINNELSON CO	Capital Projects Fund	Supplies to replace faucets at North Casper Socc	\$211.97
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$336.35</i>
CASPER WINNELSON CO	WWTP - Operations	Plumbing materials	\$57.92
CASPER WINNELSON CO	WWTP - Operations	Faucet	\$122.86
CASPER WINNELSON CO	WWTP - Operations	Plumbing parts	\$19.76
CASPER WINNELSON CO	WWTP - Operations	Valve	\$13.90
<i>CASPER WINNELSON CO - Total For WWTP - Operations</i>			<i>\$214.44</i>
CASPER WINNELSON CO	WWTP - Regional Interceptor	Hot water heater	\$621.25
<i>CASPER WINNELSON CO - Total For WWTP - Regional Interceptors</i>			<i>\$621.25</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$2,278.01</b>

## CENEX COUNTRY

CENEX COUNTRY	Police Administration	AUTOMATED FUEL DISPENSERS	\$18.50
<i>CENEX COUNTRY - Total For Police Administration</i>			<i>\$18.50</i>
<b>CENEX COUNTRY - ALL DEPARTMENTS</b>			<b>\$18.50</b>

## CENEX MENTZER

CENEX MENTZER	Police Administration	AUTOMATED FUEL DISPENSERS	\$28.52
<i>CENEX MENTZER - Total For Police Administration</i>			<i>\$28.52</i>
<b>CENEX MENTZER - ALL DEPARTMENTS</b>			<b>\$28.52</b>

## CENTRAL TRUCK & DIES



CENTRAL TRUCK & DIES	Fleet Maintenance Fund	083300 CK ENG LIGHT/CLEANED PLUGGED POR	\$261.25
<i>CENTRAL TRUCK &amp; DIES - Total For Fleet Maintenance Fund</i>			<i>\$261.25</i>
<b>CENTRAL TRUCK &amp; DIES - ALL DEPARTMENTS</b>			<b>\$261.25</b>

## CENTURYLINK

CENTURYLINK	Aquatics - Operations	Voip	\$4.32
CENTURYLINK	Aquatics - Operations	Voip	\$24.16
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$28.48</i>
CENTURYLINK	Balefill - Disposal & Landfill	Voip	\$13.89
CENTURYLINK	Balefill - Disposal & Landfill	Voip	\$77.71
<i>CENTURYLINK - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$91.60</i>
CENTURYLINK	Buildings & Structures Fund	Voip	\$14.62
CENTURYLINK	Buildings & Structures Fund	Voip	\$2.61
<i>CENTURYLINK - Total For Buildings &amp; Structures Fund</i>			<i>\$17.23</i>
CENTURYLINK	Cemetery	Voip	\$2.61
CENTURYLINK	Cemetery	Voip	\$14.62
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$17.23</i>
CENTURYLINK	City Attorney	Voip	\$53.39
CENTURYLINK	City Attorney	Voip	\$9.54
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$62.93</i>
CENTURYLINK	City Council	Voip	\$14.62
CENTURYLINK	City Council	Voip	\$2.61
<i>CENTURYLINK - Total For City Council</i>			<i>\$17.23</i>
CENTURYLINK	City Hall	Voip	\$1.73
CENTURYLINK	City Hall	Voip	\$9.69
<i>CENTURYLINK - Total For City Hall</i>			<i>\$11.42</i>
CENTURYLINK	City Manager	Voip	\$34.01
CENTURYLINK	City Manager	Voip	\$6.08
<i>CENTURYLINK - Total For City Manager</i>			<i>\$40.09</i>
CENTURYLINK	Code Enforcement	Voip	\$68.01
CENTURYLINK	Code Enforcement	Voip	\$12.16
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$80.17</i>
CENTURYLINK	Customer Service	Voip	\$6.08
CENTURYLINK	Customer Service	Voip	\$34.01
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$40.09</i>

CENTURYLINK	Engineering	Voip	\$68.01
CENTURYLINK	Engineering	Voip	\$12.16
<i>CENTURYLINK - Total For Engineering</i>			<i>\$80.17</i>
CENTURYLINK	Finance	Voip	\$77.71
CENTURYLINK	Finance	Voip	\$13.89
<i>CENTURYLINK - Total For Finance</i>			<i>\$91.60</i>
CENTURYLINK	Fire-EMS Administration	Phone Use- Acct. P-307-111-5104 106M	\$1,166.64
CENTURYLINK	Fire-EMS Administration	Voip	\$97.09
CENTURYLINK	Fire-EMS Administration	Voip	\$17.36
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,281.09</i>
CENTURYLINK	Fleet Maintenance Fund	Phone Use	\$144.50
CENTURYLINK	Fleet Maintenance Fund	Voip	\$11.28
CENTURYLINK	Fleet Maintenance Fund	Voip	\$63.09
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$218.87</i>
CENTURYLINK	Ft. Caspar Museum	Voip	\$14.62
CENTURYLINK	Ft. Caspar Museum	Voip	\$2.61
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$17.23</i>
CENTURYLINK	Golf - Operations	Voip	\$2.61
CENTURYLINK	Golf - Operations	Voip	\$14.62
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$17.23</i>
CENTURYLINK	Hogadon - Operations	Voip	\$48.47
CENTURYLINK	Hogadon - Operations	Voip	\$8.66
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$57.13</i>
CENTURYLINK	Human Resources	Voip	\$24.31
CENTURYLINK	Human Resources	Voip	\$4.35
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$28.66</i>
CENTURYLINK	Ice Arena - Operations	Voip	\$3.47
CENTURYLINK	Ice Arena - Operations	Voip	\$19.39
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$22.86</i>
CENTURYLINK	Information Services	Voip	\$13.89
CENTURYLINK	Information Services	Voip	\$77.71
<i>CENTURYLINK - Total For Information Services</i>			<i>\$91.60</i>
CENTURYLINK	Meter Services	Voip	\$28.93
CENTURYLINK	Meter Services	Voip	\$5.17
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$34.10</i>
CENTURYLINK	Metro Animal Fund - Admin	Voip	\$14.62

CENTURYLINK	Metro Animal Fund - Admin	Voip	\$2.61
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$154.58
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			<i>\$171.81</i>
CENTURYLINK	Municipal Court	Voip	\$53.39
CENTURYLINK	Municipal Court	Voip	\$9.54
CENTURYLINK	Municipal Court	Phone Use	\$24.34
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$87.27</i>
CENTURYLINK	Parks - Parks Maint.	Voip	\$53.39
CENTURYLINK	Parks - Parks Maint.	Voip	\$9.54
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$62.93</i>
CENTURYLINK	Planning - Admin	Voip	\$48.47
CENTURYLINK	Planning - Admin	Voip	\$8.66
<i>CENTURYLINK - Total For Planning - Admin</i>			<i>\$57.13</i>
CENTURYLINK	Police Administration	Phone Use Acct- P-307-111-5103 060M	\$363.76
CENTURYLINK	Police Administration	Voip	\$53.77
CENTURYLINK	Police Administration	Voip	\$300.82
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$718.35</i>
CENTURYLINK	Public Safety Communication	Phone Use Acct- P-307-111-5107 160M	\$10,975.25
CENTURYLINK	Public Safety Communication	Voip	\$1.73
CENTURYLINK	Public Safety Communication	Phone Use Acct. 307-432-1300 572B	\$492.10
CENTURYLINK	Public Safety Communication	Voip	\$9.69
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,478.77</i>
CENTURYLINK	Rec Center - Operations	Voip	\$38.78
CENTURYLINK	Rec Center - Operations	Voip	\$6.93
CENTURYLINK	Rec Center - Operations	Phone Use	\$289.78
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$335.49</i>
CENTURYLINK	Regional Water Operations	Voip	\$19.39
CENTURYLINK	Regional Water Operations	Voip	\$3.47
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$22.86</i>
CENTURYLINK	Risk Management	Voip	\$2.63
CENTURYLINK	Risk Management	Voip	\$14.61
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$17.24</i>
CENTURYLINK	Sewer Fund - Collection	Voip	\$9.69
CENTURYLINK	Sewer Fund - Collection	Voip	\$1.73
CENTURYLINK	Sewer Fund - Collection	Phone Use Acct. 307-234-6303 407B	\$59.02
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$70.44</i>

CENTURYLINK	Streets	Voip	\$6.08
CENTURYLINK	Streets	Voip	\$34.01
<i>CENTURYLINK - Total For Streets</i>			<i>\$40.09</i>
CENTURYLINK	Water - Admin	Voip	\$19.39
CENTURYLINK	Water - Admin	Voip	\$3.47
<i>CENTURYLINK - Total For Water - Admin</i>			<i>\$22.86</i>
CENTURYLINK	Water - Distribution	Voip	\$14.62
CENTURYLINK	Water - Distribution	Voip	\$2.61
<i>CENTURYLINK - Total For Water - Distribution</i>			<i>\$17.23</i>
CENTURYLINK	WWTP - Operations	Voip	\$5.20
CENTURYLINK	WWTP - Operations	Voip	\$29.08
CENTURYLINK	WWTP - Operations	Phone Use	\$161.84
<i>CENTURYLINK - Total For WWTP - Operations</i>			<i>\$196.12</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$15,645.60</b>

## CH2MHILL, INC.

CH2MHILL, INC.	WWTP - Operations	WWTP 2ndary Treat 19-007	\$10,599.54
<i>CH2MHILL, INC. - Total For WWTP - Operations</i>			<i>\$10,599.54</i>
<b>CH2MHILL, INC. - ALL DEPARTMENTS</b>			<b>\$10,599.54</b>

## CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication Acct. 8313300310817837	March TV	\$84.67
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$84.67</i>
<b>CHARTER COMMUNICATIO - ALL DEPARTMENTS</b>			<b>\$84.67</b>

## CHEYENNE AREA CONVEN

CHEYENNE AREA CONVEN	Police State Grants	WY. Joint Symposium registration	\$300.00
<i>CHEYENNE AREA CONVEN - Total For Police State Grants</i>			<i>\$300.00</i>
<b>CHEYENNE AREA CONVEN - ALL DEPARTMENTS</b>			<b>\$300.00</b>

## CHEYENNE LITTLE AM

CHEYENNE LITTLE AM	City Council	Meal during WAM Winter Conference	\$48.60
CHEYENNE LITTLE AM	City Council	Meal during WAM Winter Conference	\$56.67

<i>CHEYENNE LITTLE AM - Total For City Council</i>			<i>\$105.27</i>
CHEYENNE LITTLE AM	City Manager	Meal during WAM Winter Conference	\$18.89
CHEYENNE LITTLE AM	City Manager	Meal during WAM Winter Conference	\$23.73
<i>CHEYENNE LITTLE AM - Total For City Manager</i>			<i>\$42.62</i>
<b>CHEYENNE LITTLE AM - ALL DEPARTMENTS</b>			<b>\$147.89</b>

## CHROMASCAPE, INC

CHROMASCAPE, INC	Balefill - Diversion & Special	Premium Ameri-Red mulch colorant	\$4,095.21
<i>CHROMASCAPE, INC - Total For Balefill - Diversion &amp; Special</i>			<i>\$4,095.21</i>
<b>CHROMASCAPE, INC - ALL DEPARTMENTS</b>			<b>\$4,095.21</b>

## CIRCLE K 00129

CIRCLE K 00129	Police Administration	AUTOMATED FUEL DISPENSERS	\$21.08
<i>CIRCLE K 00129 - Total For Police Administration</i>			<i>\$21.08</i>
<b>CIRCLE K 00129 - ALL DEPARTMENTS</b>			<b>\$21.08</b>

## CITY OF CASPER

CITY OF CASPER	Golf - Operations	Roll off Bin Marathon Building	\$500.00
<i>CITY OF CASPER - Total For Golf - Operations</i>			<i>\$500.00</i>
CITY OF CASPER	Hogadon - Operations	Balefill	\$18.87
CITY OF CASPER	Hogadon - Operations	Balefill	\$19.89
CITY OF CASPER	Hogadon - Operations	Balefill	\$18.00
CITY OF CASPER	Hogadon - Operations	Balefill	\$19.38
CITY OF CASPER	Hogadon - Operations	Balefill	\$18.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$94.14</i>
CITY OF CASPER	Metro Animal Fund - Admin	Animal Cell, Balefill	\$18.00
<i>CITY OF CASPER - Total For Metro Animal Fund - Admin</i>			<i>\$18.00</i>
CITY OF CASPER	Metropolitan Planning Org	March 2020 GIS Services	\$6,211.87
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,211.87</i>
CITY OF CASPER	Parks - Parks Maint.	Roll off Bin Marathon Building	\$500.00
CITY OF CASPER	Parks - Parks Maint.	Roll off Bin Marathon Building	\$960.53
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$1,460.53</i>
CITY OF CASPER	Police Administration	Legal/Medical	\$846.64

<i>CITY OF CASPER - Total For Police Administration</i>			<i>\$846.64</i>
CITY OF CASPER	Police Animal Control	Animal Cell, Balefill	\$300.00
<i>CITY OF CASPER - Total For Police Animal Control</i>			<i>\$300.00</i>
CITY OF CASPER	Police State Grants	Legal/Medical	\$374.91
<i>CITY OF CASPER - Total For Police State Grants</i>			<i>\$374.91</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$5,903.76
CITY OF CASPER	Refuse - Residential	Balefill	\$6,578.49
CITY OF CASPER	Refuse - Residential	Balefill	\$5,341.38
CITY OF CASPER	Refuse - Residential	Balefill	\$5,611.02
CITY OF CASPER	Refuse - Residential	Balefill	\$6,435.18
CITY OF CASPER	Refuse - Residential	Balefill	\$6,475.47
CITY OF CASPER	Refuse - Residential	Balefill	\$5,988.42
CITY OF CASPER	Refuse - Residential	Balefill	\$284.07
CITY OF CASPER	Refuse - Residential	Balefill	\$226.44
CITY OF CASPER	Refuse - Residential	Balefill	\$5,247.54
CITY OF CASPER	Refuse - Residential	Balefill	\$5,772.18
CITY OF CASPER	Refuse - Residential	Balefill	\$394.74
CITY OF CASPER	Refuse - Residential	Balefill	\$5,828.79
CITY OF CASPER	Refuse - Residential	Balefill	\$6,206.85
CITY OF CASPER	Refuse - Residential	Balefill	\$51,830.73
CITY OF CASPER	Refuse - Residential	Balefill	\$480.42
CITY OF CASPER	Refuse - Residential	Balefill	\$5,626.62
CITY OF CASPER	Refuse - Residential	Balefill	\$5,102.04
CITY OF CASPER	Refuse - Residential	Balefill	\$5,829.30
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$135,163.44</i>
CITY OF CASPER	Regional Water Operations	Utilities Acct. # 1910101	\$24.33
CITY OF CASPER	Regional Water Operations	Utilities Acct. # 1910101	\$124.50
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$148.83</i>
CITY OF CASPER	Sewer Fund - Admin	Sewer	390,982.38
<i>CITY OF CASPER - Total For Sewer Fund - Admin</i>			<i>\$390,982.38</i>
CITY OF CASPER	WWTP - Operations	Balefill	\$104.55
CITY OF CASPER	WWTP - Operations	Balefill	\$150.45
CITY OF CASPER	WWTP - Operations	Balefill	\$57.63
CITY OF CASPER	WWTP - Operations	Balefill	\$78.03
CITY OF CASPER	WWTP - Operations	Balefill	\$108.12
CITY OF CASPER	WWTP - Operations	Balefill	\$92.31

CITY OF CASPER	WWTP - Operations	Balefill	\$120.87
<i>CITY OF CASPER - Total For WWTP - Operations</i>			<i>\$711.96</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$536,812.70</b>

### CKO WWW.ISTOCKPHOTO.

CKO WWW.ISTOCKPHOTO.	Sewer Fund - Collection	COMMERCIAL PHOTOGRAPHY, ART, AND GRAP	\$30.00
<i>CKO WWW.ISTOCKPHOTO. - Total For Sewer Fund - Collection</i>			<i>\$30.00</i>
CKO WWW.ISTOCKPHOTO.	WWTP - Operations	COMMERCIAL PHOTOGRAPHY, ART, AND GRAP	\$30.00
<i>CKO WWW.ISTOCKPHOTO. - Total For WWTP - Operations</i>			<i>\$30.00</i>
<b>CKO WWW.ISTOCKPHOTO. - ALL DEPARTMENTS</b>			<b>\$60.00</b>

### CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	Haul Truck - 2020 Mack for Street Department	108,181.07
<i>CMI TECO, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$108,181.07</i>
CMI TECO, INC.	Capital Projects Fund	Units 70780,70781,70782. Misc. Parts	186,474.00
<i>CMI TECO, INC. - Total For Capital Projects Fund</i>			<i>\$186,474.00</i>
CMI TECO, INC.	Refuse - Commercial	222255 2009 Rear load	\$784.77
CMI TECO, INC.	Refuse - Commercial	222263 2013 Side load	\$1,911.57
CMI TECO, INC.	Refuse - Commercial	222275 2014 Side Load	\$235.13
CMI TECO, INC.	Refuse - Commercial	222286 2017 Sideload	\$1,296.18
CMI TECO, INC.	Refuse - Commercial	222274 2014 Side Load	\$1,502.03
CMI TECO, INC.	Refuse - Commercial	222261 2012 Front Load	\$558.80
CMI TECO, INC.	Refuse - Commercial	222273 2014 Front Load	\$2,425.77
CMI TECO, INC.	Refuse - Commercial	222262 2012 Sideload	\$550.57
CMI TECO, INC.	Refuse - Commercial	222275 2014 Side Load	\$1,286.77
CMI TECO, INC.	Refuse - Commercial	222288 2018 Front load	\$211.97
CMI TECO, INC.	Refuse - Commercial	222288 Repairs	\$1,322.23
CMI TECO, INC.	Refuse - Commercial	222262 2012 Side Load	\$3,664.71
CMI TECO, INC.	Refuse - Commercial	222284 2016 Side Load Wiper Mechanism	\$57.24
CMI TECO, INC.	Refuse - Commercial	222285 2017 Sideload	\$2,541.69
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$18,349.43</i>
CMI TECO, INC.	Refuse - Recycling	222285 2017 Side load repairs	\$974.13
CMI TECO, INC.	Refuse - Recycling	222285 Repairs	\$1,436.16
CMI TECO, INC.	Refuse - Recycling	0808276 repairs	\$461.06

CMI TECO, INC.	Refuse - Recycling	222275 2014 side load repairs	\$940.50
CMI TECO, INC.	Refuse - Recycling	222284 2016 Side load repairs	\$1,329.03
CMI TECO, INC.	Refuse - Recycling	222283 2016 side load repairs	\$1,705.28
CMI TECO, INC.	Refuse - Recycling	222271 Repairs	\$282.15
CMI TECO, INC.	Refuse - Recycling	Seat for 2272	\$498.07
CMI TECO, INC.	Refuse - Recycling	222267 Repairs	\$545.34
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$8,171.72</i>
CMI TECO, INC.	Refuse - Residential	New Side Load 222299	279,203.00
CMI TECO, INC.	Refuse - Residential	222248 2006 Recycle	\$1,537.07
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$280,740.07</i>
<b>CMI TECO, INC. - ALL DEPARTMENTS</b>			<b>\$601,916.29</b>

## CMON INN EVANSVILLE

CMON INN EVANSVILLE	Police State Grants	LODGING, HOTELS, MOTELS, RESORTS	\$174.00
<i>CMON INN EVANSVILLE - Total For Police State Grants</i>			<i>\$174.00</i>
<b>CMON INN EVANSVILLE - ALL DEPARTMENTS</b>			<b>\$174.00</b>

## COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$28.68
COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Gas	\$48.69
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$77.37</i>
<b>COASTAL CHEMICAL CO - ALL DEPARTMENTS</b>			<b>\$77.37</b>

## COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	CUSTOMER DRINKING WATER	\$31.00
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$31.00</i>
COCA COLA BOTTLING C	Metro Animal Fund - Admin	MISCELLANEOUS GENERAL MERCHANDISE STOR	\$46.00
<i>COCA COLA BOTTLING C - Total For Metro Animal Fund - Admin</i>			<i>\$46.00</i>
<b>COCA COLA BOTTLING C - ALL DEPARTMENTS</b>			<b>\$77.00</b>

## COLLECTION CENTER IN

COLLECTION CENTER IN	Refuse - Residential	Commission	\$333.54
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			<i>\$333.54</i>



COLLECTION CENTER IN	Sewer Fund - Admin	Commission	\$253.49
<i>COLLECTION CENTER IN - Total For Sewer Fund - Admin</i>			<i>\$253.49</i>
COLLECTION CENTER IN	Water - Admin	Commission	\$747.12
<i>COLLECTION CENTER IN - Total For Water - Admin</i>			<i>\$747.12</i>
<b>COLLECTION CENTER IN - ALL DEPARTMENTS</b>			<b>\$1,334.15</b>

## COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital Projects Fund	Purchase and installation of equipment by Com	\$20,592.46
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$20,592.46</i>
COMMUNICATION TECHNO	Fire-EMS Administration	Install and Parts - Gamber Johnson Console E5	\$1,714.22
<i>COMMUNICATION TECHNO - Total For Fire-EMS Administration</i>			<i>\$1,714.22</i>
COMMUNICATION TECHNO	Fire-EMS Operations	Passenger Side Headset	\$430.68
COMMUNICATION TECHNO	Fire-EMS Operations	Parts and repair on Brush 2	\$832.26
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$1,262.94</i>
COMMUNICATION TECHNO	Police Administration	Replaced Getac Trigger Box Unit 300	\$51.50
COMMUNICATION TECHNO	Police Administration	Fender Bracket Unit 210	\$71.50
COMMUNICATION TECHNO	Police Administration	Tuned APX Radios	\$130.00
COMMUNICATION TECHNO	Police Administration	Unit 210 Battery Separator	\$211.50
COMMUNICATION TECHNO	Police Administration	Removed old doc, replaced	\$103.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$567.50</i>
COMMUNICATION TECHNO	Refuse - Commercial	Install new radio #222298	\$529.19
<i>COMMUNICATION TECHNO - Total For Refuse - Commercial</i>			<i>\$529.19</i>
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$24,666.31</b>

## COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Baler Processing	QUINCY AIR COMPRESSOR FOR MRF	\$3,595.36
<i>COMPRESSION LEASING - Total For Balefill - Baler Processing</i>			<i>\$3,595.36</i>
COMPRESSION LEASING	Balefill - Disposal & Landfill	Air Compressor Warranty	\$386.06
<i>COMPRESSION LEASING - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$386.06</i>
COMPRESSION LEASING	WWTP - Operations	Oil	\$491.15
<i>COMPRESSION LEASING - Total For WWTP - Operations</i>			<i>\$491.15</i>
<b>COMPRESSION LEASING - ALL DEPARTMENTS</b>			<b>\$4,472.57</b>

## COMTRONIX, INC.

COMTRONIX, INC.	Aquatics - Operations	ALARM MONITORING	\$165.00
<i>COMTRONIX, INC. - Total For Aquatics - Operations</i>			<i>\$165.00</i>
COMTRONIX, INC.	Fire-EMS Administration	Alarm Monitoring	\$915.00
<i>COMTRONIX, INC. - Total For Fire-EMS Administration</i>			<i>\$915.00</i>
COMTRONIX, INC.	Ft. Caspar Museum	Quarterly alarm monitoring fee for museum an	\$531.00
<i>COMTRONIX, INC. - Total For Ft. Caspar Museum</i>			<i>\$531.00</i>
COMTRONIX, INC.	Golf - Operations	19th Hole Alarm Monitoring	\$122.85
<i>COMTRONIX, INC. - Total For Golf - Operations</i>			<i>\$122.85</i>
COMTRONIX, INC.	Hogadon - Operations	Fire Monitoring	\$183.00
<i>COMTRONIX, INC. - Total For Hogadon - Operations</i>			<i>\$183.00</i>
COMTRONIX, INC.	Ice Arena - Operations	ALARM MONITORING	\$108.00
<i>COMTRONIX, INC. - Total For Ice Arena - Operations</i>			<i>\$108.00</i>
COMTRONIX, INC.	Metro Animal Fund - Admin	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$315.00
<i>COMTRONIX, INC. - Total For Metro Animal Fund - Admin</i>			<i>\$315.00</i>
COMTRONIX, INC.	Rec Center - Admin	ALARM MONITORING	\$108.00
<i>COMTRONIX, INC. - Total For Rec Center - Admin</i>			<i>\$108.00</i>
<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>			<b>\$2,447.85</b>

## CONSOLIDATED ELECTRI

CONSOLIDATED ELECTRI	Balefill - Disposal & Landfill	Baler Bldg Heat	\$228.95
CONSOLIDATED ELECTRI	Balefill - Disposal & Landfill	Misc. Supplies	\$868.91
<i>CONSOLIDATED ELECTRI - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,097.86</i>
<b>CONSOLIDATED ELECTRI - ALL DEPARTMENTS</b>			<b>\$1,097.86</b>

## CONVERGEONE

CONVERGEONE	Capital Projects Fund	Meraki Backplane Cables	\$1,295.80
<i>CONVERGEONE - Total For Capital Projects Fund</i>			<i>\$1,295.80</i>
CONVERGEONE	Police Administration	Software & Hardware	\$1,778.57
<i>CONVERGEONE - Total For Police Administration</i>			<i>\$1,778.57</i>
<b>CONVERGEONE - ALL DEPARTMENTS</b>			<b>\$3,074.37</b>

## COUNTRY INN & SUITES

COUNTRY INN & SUITES	Police Administration	hotel room	\$128.08
<i>COUNTRY INN &amp; SUITES - Total For Police Administration</i>			<i>\$128.08</i>
<b>COUNTRY INN &amp; SUITES - ALL DEPARTMENTS</b>			<b>\$128.08</b>

## CPS DISTRIBUTORS

CPS DISTRIBUTORS	Parks - Parks Maint.	Paint for locates	\$107.37
CPS DISTRIBUTORS	Parks - Parks Maint.	Paint for locates	\$21.47
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$128.84</i>
<b>CPS DISTRIBUTORS - ALL DEPARTMENTS</b>			<b>\$128.84</b>

## CPU IIT

CPU IIT	Balefill - Baler Processing	OFFICE PRINTER BALER	\$349.00
<i>CPU IIT - Total For Balefill - Baler Processing</i>			<i>\$349.00</i>
CPU IIT	City Council	COVID19 microphone usb extension	\$45.85
CPU IIT	City Council	30 Citrix Licenses	\$9,539.10
<i>CPU IIT - Total For City Council</i>			<i>\$9,584.95</i>
CPU IIT	Code Enforcement	two laptop computers	\$2,988.00
<i>CPU IIT - Total For Code Enforcement</i>			<i>\$2,988.00</i>
CPU IIT	Fire-EMS Administration	HP 15.6 Notebook, 2 Monitors, Dock, Keyboard	\$2,052.00
<i>CPU IIT - Total For Fire-EMS Administration</i>			<i>\$2,052.00</i>
CPU IIT	Ft. Caspar Museum	Replace computer monitor that stopped workin	\$190.00
<i>CPU IIT - Total For Ft. Caspar Museum</i>			<i>\$190.00</i>
CPU IIT	Municipal Court	USB cord	\$19.99
<i>CPU IIT - Total For Municipal Court</i>			<i>\$19.99</i>
CPU IIT	Police Administration	laptop charging cord	\$49.99
<i>CPU IIT - Total For Police Administration</i>			<i>\$49.99</i>
CPU IIT	Refuse - Residential	Two (2) New HP 27" LED LCD Monitors - Admin	\$380.00
<i>CPU IIT - Total For Refuse - Residential</i>			<i>\$380.00</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$15,613.93</b>

## CRACKER BARREL

CRACKER BARREL	Police Administration	dinner on way home from training	\$15.60
<i>CRACKER BARREL - Total For Police Administration</i>			<i>\$15.60</i>

**CRACKER BARREL - ALL DEPARTMENTS** **\$15.60**

**CRESCENT ELECTRIC SU**

CRESCENT ELECTRIC SU      Capital Projects Fund      Wire nuts      \$11.50

*CRESCENT ELECTRIC SU - Total For Capital Projects Fund*      \$11.50

**CRESCENT ELECTRIC SU - ALL DEPARTMENTS** **\$11.50**

**CRIME SCENE INFORMAT**

CRIME SCENE INFORMAT      Police Administration      April 2020      \$109.87

*CRIME SCENE INFORMAT - Total For Police Administration*      \$109.87

**CRIME SCENE INFORMAT - ALL DEPARTMENTS** **\$109.87**

**CROWN CONSTRUCTION L**

CROWN CONSTRUCTION L      Capital Projects Fund      Center Street Railing Replacement 19-046      \$87,621.50

*CROWN CONSTRUCTION L - Total For Capital Projects Fund*      \$87,621.50

**CROWN CONSTRUCTION L - ALL DEPARTMENTS** **\$87,621.50**

**CRUM ELECTRIC SUPPLY**

CRUM ELECTRIC SUPPLY      Capital Projects Fund      New outlet for parks storage building      \$3.48

*CRUM ELECTRIC SUPPLY - Total For Capital Projects Fund*      \$3.48

CRUM ELECTRIC SUPPLY      WWTP - Operations      Contactor, overload, channel locks      \$153.77

*CRUM ELECTRIC SUPPLY - Total For WWTP - Operations*      \$153.77

**CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS** **\$157.25**

**DALCO INDUSTRIES INC**

DALCO INDUSTRIES INC      Balefill - Disposal & Landfill      concrete floor conditioner      \$281.12

*DALCO INDUSTRIES INC - Total For Balefill - Disposal & Landfill*      \$281.12

**DALCO INDUSTRIES INC - ALL DEPARTMENTS** **\$281.12**

**DANA KEPNER CO.**

DANA KEPNER CO.      Water - Distribution      14x20" clamps      \$1,108.00

DANA KEPNER CO.	Water - Distribution	Solid sleeve, body glands, cplgs epoxy STD bolts	\$1,101.40
DANA KEPNER CO.	Water - Distribution	CURB BOXES, RODS, RISERS	\$996.50
<i>DANA KEPNER CO. - Total For Water - Distribution</i>			<i>\$3,205.90</i>
<b>DANA KEPNER CO. - ALL DEPARTMENTS</b>			<b>\$3,205.90</b>

## DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Parks - Parks Maint.	Copper I's for Crossroads Irrigation	\$30.92
<i>DAVIDSON MECHANICAL, - Total For Parks - Parks Maint.</i>			<i>\$30.92</i>
<b>DAVIDSON MECHANICAL, - ALL DEPARTMENTS</b>			<b>\$30.92</b>

## DAWSON INFRASTRUCTUR

DAWSON INFRASTRUCTUR	Sewer Fund - Collection	Jaws nozzle and skid	\$3,386.52
<i>DAWSON INFRASTRUCTUR - Total For Sewer Fund - Collection</i>			<i>\$3,386.52</i>
<b>DAWSON INFRASTRUCTUR - ALL DEPARTMENTS</b>			<b>\$3,386.52</b>

## DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police State Grants	DAYS INNS	\$100.00
<i>DAYS INNS/DAYSTOP - Total For Police State Grants</i>			<i>\$100.00</i>
<b>DAYS INNS/DAYSTOP - ALL DEPARTMENTS</b>			<b>\$100.00</b>

## DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	INS CLAIM 101226/ INSTALL WINDSHIELD	\$306.11
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$306.11</i>
<b>DECKER AUTO GLASS, I - ALL DEPARTMENTS</b>			<b>\$306.11</b>

## DELL MARKETING LP

DELL MARKETING LP	City Council	WINDOWS REMOTE DESKTOP SERVICES PER US	\$1,347.15
DELL MARKETING LP	City Council	Windows Remote Desktop Services per User Cal	\$1,347.15
<i>DELL MARKETING LP - Total For City Council</i>			<i>\$2,694.30</i>
DELL MARKETING LP	Information Services	Annual Microsoft Enterprise Agreement	\$50,605.18
DELL MARKETING LP	Information Services	Annual Microsoft Enterprise Agreement	\$494.40
<i>DELL MARKETING LP - Total For Information Services</i>			<i>\$51,099.58</i>

DELL MARKETING LP	Parks - Parks Maint.	VLA Windows Remote Desktop	\$89.81
<i>DELL MARKETING LP - Total For Parks - Parks Maint.</i>			<i>\$89.81</i>
<b>DELL MARKETING LP - ALL DEPARTMENTS</b>			<b>\$53,883.69</b>

## DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Police Administration	February 2020 Requests	\$130.00
<i>DEPT. OF FAMILY SVCS - Total For Police Administration</i>			<i>\$130.00</i>
<b>DEPT. OF FAMILY SVCS - ALL DEPARTMENTS</b>			<b>\$130.00</b>

## DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer	\$3,430.28
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,405.24
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,455.22
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,304.39
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,257.75
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,212.21
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,280.53
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,661.28
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,418.26
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,191.60
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,319.57
DESERT MTN. CORP.	Streets	Ice Slicer	\$3,555.00
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,200.27
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,370.54
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,372.71
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,313.06
DESERT MTN. CORP.	Streets	ice slicer	\$4,349.93
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,471.40
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,349.93
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,356.44
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,236.06
<i>DESERT MTN. CORP. - Total For Streets</i>			<i>\$87,511.67</i>
<b>DESERT MTN. CORP. - ALL DEPARTMENTS</b>			<b>\$87,511.67</b>

## DEWITT WATER SYS

DEWITT WATER SYS	WWTP - Operations	RO filter set	\$85.00
<i>DEWITT WATER SYS - Total For WWTP - Operations</i>			<i>\$85.00</i>
<b>DEWITT WATER SYS - ALL DEPARTMENTS</b>			<b>\$85.00</b>

## DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Heavy plastic for Recreation Center COVID quar	\$11.50
DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Supplies for Rec Center front desk repair	\$7.56
<i>DIAMOND VOGEL PAINTS - Total For Buildings &amp; Structures Fund</i>			<i>\$19.06</i>
<b>DIAMOND VOGEL PAINTS - ALL DEPARTMENTS</b>			<b>\$19.06</b>

## DIGITAL SKYLINES INC

DIGITAL SKYLINES INC	General Fund	At&T mod- review and recommendation	\$1,195.00
<i>DIGITAL SKYLINES INC - Total For General Fund</i>			<i>\$1,195.00</i>
<b>DIGITAL SKYLINES INC - ALL DEPARTMENTS</b>			<b>\$1,195.00</b>

## DLX FOR SMALLBUSINES

DLX FOR SMALLBUSINES	Police Administration	deposit bags	\$322.64
<i>DLX FOR SMALLBUSINES - Total For Police Administration</i>			<i>\$322.64</i>
<b>DLX FOR SMALLBUSINES - ALL DEPARTMENTS</b>			<b>\$322.64</b>

## DOLLAR TREE

DOLLAR TREE	City Council	SPRAY BOTTLES FOR BLEACH SOLUTION COVID	\$120.00
<i>DOLLAR TREE - Total For City Council</i>			<i>\$120.00</i>
<b>DOLLAR TREE - ALL DEPARTMENTS</b>			<b>\$120.00</b>

## DOMINO'S 6042

DOMINO'S 6042	Rec Center - Classes	Pizza for kids night out program	\$49.65
<i>DOMINO'S 6042 - Total For Rec Center - Classes</i>			<i>\$49.65</i>
<b>DOMINO'S 6042 - ALL DEPARTMENTS</b>			<b>\$49.65</b>

## DOOLEY OIL, INC.

DOOLEY OIL, INC.	Fleet Maintenance Fund	Stock 02/F2	\$18,613.29
DOOLEY OIL, INC.	Fleet Maintenance Fund	Stock 01/F1	\$14,834.07
DOOLEY OIL, INC.	Fleet Maintenance Fund	Stock 02/F2	\$15,823.29

*DOOLEY OIL, INC. - Total For Fleet Maintenance Fund* \$49,270.65

**DOOLEY OIL, INC. - ALL DEPARTMENTS** **\$49,270.65**

## DTV DIRECTV SERVICE

DTV DIRECTV SERVICE	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$90.99
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*DTV DIRECTV SERVICE - Total For Public Safety Communications* \$90.99

**DTV DIRECTV SERVICE - ALL DEPARTMENTS** **\$90.99**

## EATON SALES & SVC.,

EATON SALES & SVC.,	Fleet Maintenance Fund	REMOVE WARNING ON VEEDER ROOT./ RENAM	\$108.00
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*EATON SALES & SVC., - Total For Fleet Maintenance Fund* \$108.00

**EATON SALES & SVC., - ALL DEPARTMENTS** **\$108.00**

## EB 2020 WYOMING ACTI

EB 2020 WYOMING ACTI	Engineering	2020 WYOMING TRANSPORT-BIKE SUMMIT	\$297.00
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*EB 2020 WYOMING ACTI - Total For Engineering* \$297.00

**EB 2020 WYOMING ACTI - ALL DEPARTMENTS** **\$297.00**

## EB 2020 WYOMING FIRE

EB 2020 WYOMING FIRE	Fire-EMS Administration	Wyoming Association of Fire Marshals Conferen	\$113.11
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EB 2020 WYOMING FIRE	Fire-EMS Administration	Wyoming Association of Fire Marshals Conferen	\$113.11
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*EB 2020 WYOMING FIRE - Total For Fire-EMS Administration* \$226.22

**EB 2020 WYOMING FIRE - ALL DEPARTMENTS** **\$226.22**

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Boot Reimbursement	\$134.99
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*EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund* \$134.99



EMPLOYEE REIMBURSEME	Health Insurance Fund	Refund Aflac	\$24.22
<i>EMPLOYEE REIMBURSEME - Total For Health Insurance Fund</i>			<i>\$24.22</i>
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$829.50
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$224.40
EMPLOYEE REIMBURSEME	Human Resources	Tuition reimbursement	\$1,215.00
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$2,268.90</i>
EMPLOYEE REIMBURSEME	Police Administration	Reimburse Clothing Purchase	\$248.79
EMPLOYEE REIMBURSEME	Police Administration	Reimburse wood costs briefing table	\$160.30
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$409.09</i>
EMPLOYEE REIMBURSEME	Refuse - Residential	Clothing Allowance	\$47.24
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			<i>\$47.24</i>
EMPLOYEE REIMBURSEME	Streets	Work Boot Reimbursement	\$136.49
<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$136.49</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$3,020.93</b>

## ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Water Monitoring	\$119.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$119.00</i>
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test Bacti	\$22.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$946.00</i>
ENERGY LABORATORIES	Water - Tanks	TESTING	\$286.00
ENERGY LABORATORIES	Water - Tanks	TESTING	\$374.00
ENERGY LABORATORIES	Water - Tanks	TESTING	\$374.00
<i>ENERGY LABORATORIES - Total For Water - Tanks</i>			<i>\$1,034.00</i>
ENERGY LABORATORIES	WWTP - Operations	TESTING LABORATORIES (NON-MEDICAL)	\$1,135.00
<i>ENERGY LABORATORIES - Total For WWTP - Operations</i>			<i>\$1,135.00</i>
<b>ENERGY LABORATORIES - ALL DEPARTMENTS</b>			<b>\$3,234.00</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	City Council	Hand Sanitizer	\$137.00
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ENERGY LABRATORIES I - Total For City Council \$137.00

**ENERGY LABRATORIES I - ALL DEPARTMENTS \$137.00**

## ENGINEERING DESIGN A

ENGINEERING DESIGN A Capital Projects Fund Hogadon Air Conditioning Engin \$300.00

ENGINEERING DESIGN A Capital Projects Fund Design - Metro Kennel HVAC \$325.00

ENGINEERING DESIGN A - Total For Capital Projects Fund \$625.00

**ENGINEERING DESIGN A - ALL DEPARTMENTS \$625.00**

## ENTENMANN-ROVIN COMP

ENTENMANN-ROVIN COMP Fire-EMS Administration Badges and Wallets \$207.50

ENTENMANN-ROVIN COMP - Total For Fire-EMS Administration \$207.50

ENTENMANN-ROVIN COMP Fire-EMS Operations Uniform Badges \$278.25

ENTENMANN-ROVIN COMP Fire-EMS Operations Badge and Caps \$1,232.95

ENTENMANN-ROVIN COMP - Total For Fire-EMS Operations \$1,511.20

**ENTENMANN-ROVIN COMP - ALL DEPARTMENTS \$1,718.70**

## ENVISION ELECTRIC IN

ENVISION ELECTRIC IN Buildings & Structures Fund Cord Reel installation for computer chargers at \$3,250.00

ENVISION ELECTRIC IN Buildings & Structures Fund Electrical outlet for FEMA Trailer for Fire Depart \$1,300.00

ENVISION ELECTRIC IN - Total For Buildings & Structures Fund \$4,550.00

**ENVISION ELECTRIC IN - ALL DEPARTMENTS \$4,550.00**

## EXPERIAN EXP PAY CC

EXPERIAN EXP PAY CC Police Administration BUSINESS SERVICES NOT ELSEWHERE CLASSIFI \$117.47

EXPERIAN EXP PAY CC - Total For Police Administration \$117.47

**EXPERIAN EXP PAY CC - ALL DEPARTMENTS \$117.47**

## EXXONMOBIL

EXXONMOBIL City Council Fuel for travel to WAM Winter Conference \$28.33

EXXONMOBIL - Total For City Council \$28.33

EXXONMOBIL Fire-EMS Operations Good 2 go - Fuel \$36.17

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$56.32
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$44.50
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$29.90
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$21.77
EXXONMOBIL	Fire-EMS Operations	Good 2 Go	\$32.46
EXXONMOBIL	Fire-EMS Operations	Good 2 Go Fuel	\$22.26
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$13.20
EXXONMOBIL	Fire-EMS Operations	Good 2 Go	\$24.14

*EXXONMOBIL - Total For Fire-EMS Operations* \$280.72

**EXXONMOBIL - ALL DEPARTMENTS** **\$309.05**

## FACEBK CQR3URWTE2

FACEBK CQR3URWTE2	Ice Arena - Operations	ADVERTISING SERVICES	\$30.00
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*FACEBK CQR3URWTE2 - Total For Ice Arena - Operations* \$30.00

**FACEBK CQR3URWTE2 - ALL DEPARTMENTS** **\$30.00**

## FAST STOP #1135

FAST STOP #1135	Police Administration	AUTOMATED FUEL DISPENSERS	\$28.48
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*FAST STOP #1135 - Total For Police Administration* \$28.48

**FAST STOP #1135 - ALL DEPARTMENTS** **\$28.48**

## FEDEX 390088144670

FEDEX 390088144670	Fire-EMS Administration	Shipment of Airpacks for repair	\$63.26
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*FEDEX 390088144670 - Total For Fire-EMS Administration* \$63.26

**FEDEX 390088144670 - ALL DEPARTMENTS** **\$63.26**

## FEDEX 390861058565

FEDEX 390861058565	Fire-EMS Administration	Shipment to ECMS	\$38.38
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*FEDEX 390861058565 - Total For Fire-EMS Administration* \$38.38

**FEDEX 390861058565 - ALL DEPARTMENTS** **\$38.38**

## FEDEX 391042873967

FEDEX 391042873967	Fire-EMS Administration	Shipment to Avon	\$201.75
<i>FEDEX 391042873967 - Total For Fire-EMS Administration</i>			<i>\$201.75</i>
<b>FEDEX 391042873967 - ALL DEPARTMENTS</b>			<b>\$201.75</b>

## FEDEX 91700400

FEDEX 91700400	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$109.61
<i>FEDEX 91700400 - Total For Police Administration</i>			<i>\$109.61</i>
<b>FEDEX 91700400 - ALL DEPARTMENTS</b>			<b>\$109.61</b>

## FEDEX 91797327

FEDEX 91797327	Police Administration	fedex mailings	\$150.83
<i>FEDEX 91797327 - Total For Police Administration</i>			<i>\$150.83</i>
<b>FEDEX 91797327 - ALL DEPARTMENTS</b>			<b>\$150.83</b>

## FEDEX 940445934866

FEDEX 940445934866	Fire-EMS Administration	Shipment of Airpacks for repair	\$20.99
<i>FEDEX 940445934866 - Total For Fire-EMS Administration</i>			<i>\$20.99</i>
<b>FEDEX 940445934866 - ALL DEPARTMENTS</b>			<b>\$20.99</b>

## FEDEX OFFIC942000094

FEDEX OFFIC942000094	Police Administration	11x17 cover for doc	\$2.98
FEDEX OFFIC942000094	Police Administration	print brochures for PD building info mtg	\$83.48
<i>FEDEX OFFIC942000094 - Total For Police Administration</i>			<i>\$86.46</i>
<b>FEDEX OFFIC942000094 - ALL DEPARTMENTS</b>			<b>\$86.46</b>

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Buildings & Structures Fund	New water heater for Service Center	\$3,899.00
<i>FERGUSON ENTERPRISES - Total For Buildings &amp; Structures Fund</i>			<i>\$3,899.00</i>
FERGUSON ENTERPRISES	Capital Projects Fund	Water Heaters for Recreation Center	\$15,414.00
<i>FERGUSON ENTERPRISES - Total For Capital Projects Fund</i>			<i>\$15,414.00</i>
FERGUSON ENTERPRISES	Sewer Fund - Collection	point repair supplies	\$249.70
<i>FERGUSON ENTERPRISES - Total For Sewer Fund - Collection</i>			<i>\$249.70</i>

**FERGUSON ENTERPRISES - ALL DEPARTMENTS****\$19,562.70****FHWA-NATL HWY INST T**

FHWA-NATL HWY INST T	Metropolitan Planning Org	Training for Jeremy - National Highway Institute	\$315.00
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<i>FHWA-NATL HWY INST T - Total For Metropolitan Planning Org</i>			<i>\$315.00</i>
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**FHWA-NATL HWY INST T - ALL DEPARTMENTS****\$315.00****FIRST DATA MERCHANT**

FIRST DATA MERCHANT	Cemetery	February 2020	\$19.95
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<i>FIRST DATA MERCHANT - Total For Cemetery</i>			<i>\$19.95</i>
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FIRST DATA MERCHANT	Customer Service	Feb. 2020	\$19.95
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FIRST DATA MERCHANT	Customer Service	Feb. 2020	\$19.95
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<i>FIRST DATA MERCHANT - Total For Customer Service</i>			<i>\$39.90</i>
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FIRST DATA MERCHANT	Metro Animal Fund - Admin	February 2020	\$36.92
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<i>FIRST DATA MERCHANT - Total For Metro Animal Fund - Admin</i>			<i>\$36.92</i>
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FIRST DATA MERCHANT	Municipal Court	November 2019	\$238.91
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<i>FIRST DATA MERCHANT - Total For Municipal Court</i>			<i>\$238.91</i>
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FIRST DATA MERCHANT	Police Administration	February 2020	\$76.32
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<i>FIRST DATA MERCHANT - Total For Police Administration</i>			<i>\$76.32</i>
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**FIRST DATA MERCHANT - ALL DEPARTMENTS****\$412.00****FIRST INTERSTATE BAN**

FIRST INTERSTATE BAN	Human Resources	Gift Card Billing	\$370.00
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<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$370.00</i>
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FIRST INTERSTATE BAN	Police Grants Fund	Attn: Brian Cetak- Meth Conference Refund	\$250.00
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<i>FIRST INTERSTATE BAN - Total For Police Grants Fund</i>			<i>\$250.00</i>
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**FIRST INTERSTATE BAN - ALL DEPARTMENTS****\$620.00****FIRSTIDEA INC**

FIRSTIDEA INC	Fire-EMS Training	Assessment Center Dev. and Admin	\$10,500.00
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<i>FIRSTIDEA INC - Total For Fire-EMS Training</i>			<i>\$10,500.00</i>
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**FIRSTIDEA INC - ALL DEPARTMENTS****\$10,500.00**

## FISHER SCIENTIFIC

FISHER SCIENTIFIC	WWTP - Operations	lab supplies	\$151.84
FISHER SCIENTIFIC	WWTP - Operations	Lab supplies	\$501.35
FISHER SCIENTIFIC	WWTP - Operations	LAB Supplies	\$487.28
FISHER SCIENTIFIC	WWTP - Operations	Lab supplies	\$51.31
FISHER SCIENTIFIC	WWTP - Operations	Lab supplies	\$51.31
FISHER SCIENTIFIC	WWTP - Operations	Lab supplies	\$136.07

*FISHER SCIENTIFIC - Total For WWTP - Operations* \$1,379.16

**FISHER SCIENTIFIC - ALL DEPARTMENTS \$1,379.16**

## FIVE GUYS WY

FIVE GUYS WY	Fire-EMS Training	Food for DC Assessors	\$46.52
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*FIVE GUYS WY - Total For Fire-EMS Training* \$46.52

**FIVE GUYS WY - ALL DEPARTMENTS \$46.52**

## FORTERRA

FORTERRA	Sewer Fund - Stormwater	storm catch basin grates	\$459.20
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*FORTERRA - Total For Sewer Fund - Stormwater* \$459.20

**FORTERRA - ALL DEPARTMENTS \$459.20**

## FREMONT MOTOR SHERID

FREMONT MOTOR SHERID	Capital Projects Fund	Purchase 1 K9 SUV	\$39,575.00
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*FREMONT MOTOR SHERID - Total For Capital Projects Fund* \$39,575.00

FREMONT MOTOR SHERID	Police Administration	Purchase of 2 SRO SUVs	\$39,575.00
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FREMONT MOTOR SHERID	Police Administration	Purchase of 2 SRO SUVs	\$39,575.00
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*FREMONT MOTOR SHERID - Total For Police Administration* \$79,150.00

**FREMONT MOTOR SHERID - ALL DEPARTMENTS \$118,725.00**

## GAIL SCHENFISCH

GAIL SCHENFISCH	Police Administration	Interpreting investigation	\$90.00
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GAIL SCHENFISCH	Police Administration	Interpreting Investigation	\$240.00
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*GAIL SCHENFISCH - Total For Police Administration* \$330.00

**GAIL SCHENFISCH - ALL DEPARTMENTS****\$330.00****GALLS**

GALLS	Code Enforcement	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$108.69
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<i>GALLS - Total For Code Enforcement</i>			<i>\$108.69</i>
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**GALLS - ALL DEPARTMENTS****\$108.69****GALLS, INC.**

GALLS, INC.	Police Administration	Point Blank MC Guardian	\$263.25
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GALLS, INC.	Police Administration	Cycling Polo	\$69.95
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<i>GALLS, INC. - Total For Police Administration</i>			<i>\$333.20</i>
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**GALLS, INC. - ALL DEPARTMENTS****\$333.20****GEM CITY ROOFING INC**

GEM CITY ROOFING INC	Capital Projects Fund	Installing new snow retention 17-074	\$19,739.80
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<i>GEM CITY ROOFING INC - Total For Capital Projects Fund</i>			<i>\$19,739.80</i>
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**GEM CITY ROOFING INC - ALL DEPARTMENTS****\$19,739.80****GEORGE T SANDERS**

GEORGE T SANDERS	Buildings & Structures Fund	New thermo mixing valve for Service Center Wa	\$895.07
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GEORGE T SANDERS	Buildings & Structures Fund	Hot water heater replacement supplies.	\$67.89
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<i>GEORGE T SANDERS - Total For Buildings &amp; Structures Fund</i>			<i>\$962.96</i>
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**GEORGE T SANDERS - ALL DEPARTMENTS****\$962.96****GEOSYNTEC CONSULTANT**

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Feb. 2020 CRL Monitoring 19-005	\$3,099.81
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<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,099.81</i>
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**GEOSYNTEC CONSULTANT - ALL DEPARTMENTS****\$3,099.81****GIH GLOBALINDUSTRIAL**

GIH GLOBALINDUSTRIAL	Golf - Operations	2 - OSHA approved pesticide storage cabinets	\$1,654.00
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GIH GLOBALINDUSTRIAL - Total For Golf - Operations \$1,654.00

**GIH GLOBALINDUSTRIAL - ALL DEPARTMENTS \$1,654.00**

## GLOBAL EQUIPMENT COM

GLOBAL EQUIPMENT COM Balefill - Baler Processing MRF Pallet Jack \$403.46

GLOBAL EQUIPMENT COM Balefill - Baler Processing Safety Fuel Cans \$284.70

*GLOBAL EQUIPMENT COM - Total For Balefill - Baler Processing \$688.16*

GLOBAL EQUIPMENT COM Balefill - Disposal & Landfill Drum Dollie for Oil Drain Pans \$88.60

*GLOBAL EQUIPMENT COM - Total For Balefill - Disposal & Landfill \$88.60*

GLOBAL EQUIPMENT COM Balefill - Diversion & Special Infectious Waste Drop-off Bin \$1,521.37

*GLOBAL EQUIPMENT COM - Total For Balefill - Diversion & Special \$1,521.37*

**GLOBAL EQUIPMENT COM - ALL DEPARTMENTS \$2,298.13**

## GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P. Casper Events Center Fund April 2020 Net Loss Funding \$82,909.91

*GLOBAL SPECTRUM L.P. - Total For Casper Events Center Fund \$82,909.91*

**GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS \$82,909.91**

## GLOCK PROFESSIONAL I

GLOCK PROFESSIONAL I Police Administration refund for cancelled class (\$250.00)

*GLOCK PROFESSIONAL I - Total For Police Administration (\$250.00)*

**GLOCK PROFESSIONAL I - ALL DEPARTMENTS (\$250.00)**

## GOLDER ASSOCIATES

GOLDER ASSOCIATES Balefill - Disposal & Landfill 5 Year env monitoring (non grant funded portio \$2,049.04

GOLDER ASSOCIATES Balefill - Disposal & Landfill 5 Year Air Emission \$2,076.25

GOLDER ASSOCIATES Balefill - Disposal & Landfill 5 Year Closed Balefill \$3,073.55

*GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill \$7,198.84*

GOLDER ASSOCIATES Capital Projects Fund 1st Street Reach Environmental 12-51 \$2,984.66

*GOLDER ASSOCIATES - Total For Capital Projects Fund \$2,984.66*

**GOLDER ASSOCIATES - ALL DEPARTMENTS \$10,183.50**



## GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies	\$102.37
GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies	\$67.66
GRAINGER, INC.	Buildings & Structures Fund	Replacement unit heater for Water Distribution	\$1,106.03
<i>GRAINGER, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$1,276.06</i>
GRAINGER, INC.	Parks - Parks Maint.	Arc flash labels for electrical boxes on sheds	\$14.47
GRAINGER, INC.	Parks - Parks Maint.	Lockout Tagout gear and power testing pen	\$136.61
GRAINGER, INC.	Parks - Parks Maint.	Lockout Tagout gear and power testing pen	\$36.29
<i>GRAINGER, INC. - Total For Parks - Parks Maint.</i>			<i>\$187.37</i>
GRAINGER, INC.	Regional Water Operations	Light Bulbs	\$132.60
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$132.60</i>
GRAINGER, INC.	WWTP - Operations	Lamps	\$48.24
<i>GRAINGER, INC. - Total For WWTP - Operations</i>			<i>\$48.24</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$1,644.27</b>

## GRIMALDI'S PIZZA

GRIMALDI'S PIZZA	Fire-EMS Training	Meal while at a training in Vegas	\$24.90
<i>GRIMALDI'S PIZZA - Total For Fire-EMS Training</i>			<i>\$24.90</i>
<b>GRIMALDI'S PIZZA - ALL DEPARTMENTS</b>			<b>\$24.90</b>

## GROWTH PRODUCTS

GROWTH PRODUCTS	Golf - Operations	50 gallons of greens fertilizers	\$500.00
<i>GROWTH PRODUCTS - Total For Golf - Operations</i>			<i>\$500.00</i>
<b>GROWTH PRODUCTS - ALL DEPARTMENTS</b>			<b>\$500.00</b>

## GULF OIL 92059269

GULF OIL 92059269	Police Administration	AUTOMATED FUEL DISPENSERS	\$25.15
<i>GULF OIL 92059269 - Total For Police Administration</i>			<i>\$25.15</i>
<b>GULF OIL 92059269 - ALL DEPARTMENTS</b>			<b>\$25.15</b>

## GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication	command bus orbit 100 service	\$185.00
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GUS GLOBALSTAR USA - Total For Public Safety Communications \$185.00

**GUS GLOBALSTAR USA - ALL DEPARTMENTS \$185.00**

## HA BASEBALL LLC

HA BASEBALL LLC Human Resources Group outing \$750.00

HA BASEBALL LLC - Total For Human Resources \$750.00

**HA BASEBALL LLC - ALL DEPARTMENTS \$750.00**

## HAASS CONSTRUCTION C

HAASS CONSTRUCTION C Capital Projects Fund Casper Ice Arena Chiller Replacement 15-58 102,183.52

HAASS CONSTRUCTION C - Total For Capital Projects Fund \$102,183.52

HAASS CONSTRUCTION C Property Insurance Fund Casper Ice Arena Chiller Replacement 15-58 \$5,222.25

HAASS CONSTRUCTION C - Total For Property Insurance Fund \$5,222.25

**HAASS CONSTRUCTION C - ALL DEPARTMENTS \$107,405.77**

## Hajoca Keenan Supp

Hajoca Keenan Supp WWTP - Operations Couplers \$1,550.04

Hajoca Keenan Supp - Total For WWTP - Operations \$1,550.04

**Hajoca Keenan Supp - ALL DEPARTMENTS \$1,550.04**

## HAMPTON INN

HAMPTON INN Police Administration room on way back from training \$111.87

HAMPTON INN - Total For Police Administration \$111.87

**HAMPTON INN - ALL DEPARTMENTS \$111.87**

## HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS Fire-EMS Operations Gloves \$119.80

HARBOR FREIGHT TOOLS - Total For Fire-EMS Operations \$119.80

HARBOR FREIGHT TOOLS Refuse - Residential TOWEL HOLDER \$26.98

HARBOR FREIGHT TOOLS - Total For Refuse - Residential \$26.98

**HARBOR FREIGHT TOOLS - ALL DEPARTMENTS \$146.78**

## HDR ENGINEERING, INC

HDR ENGINEERING, INC	Water - Tanks	Water Rights Studies	\$10,037.92
<i>HDR ENGINEERING, INC - Total For Water - Tanks</i>			<i>\$10,037.92</i>
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$10,037.92</b>

## HENSLEY BATTERY&ELEC

HENSLEY BATTERY&ELEC	WWTP - Regional Interceptor Battery		\$36.40
HENSLEY BATTERY&ELEC	WWTP - Regional Interceptor Battery		\$98.29
<i>HENSLEY BATTERY&amp;ELEC - Total For WWTP - Regional Interceptors</i>			<i>\$134.69</i>
<b>HENSLEY BATTERY&amp;ELEC - ALL DEPARTMENTS</b>			<b>\$134.69</b>

## HERTZ RENT-A-CAR

HERTZ RENT-A-CAR	Information Services	HERTZ CORPORATION	(\$180.05)
<i>HERTZ RENT-A-CAR - Total For Information Services</i>			<i>(\$180.05)</i>
<b>HERTZ RENT-A-CAR - ALL DEPARTMENTS</b>			<b>(\$180.05)</b>

## HILTON HOTELS

HILTON HOTELS	Fire-EMS Training	Nicholas Siemens DC Assessor	\$312.00
HILTON HOTELS	Fire-EMS Training	Shawn Barrows DC Assessor	\$288.00
HILTON HOTELS	Fire-EMS Training	Speiser - Dale Izatt DC Assessor	\$312.00
<i>HILTON HOTELS - Total For Fire-EMS Training</i>			<i>\$912.00</i>
<b>HILTON HOTELS - ALL DEPARTMENTS</b>			<b>\$912.00</b>

## HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	FRAME	\$4.99
HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	STREET MAP FRAMING	\$454.08
<i>HOBBY-LOBBY #0233 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$459.07</i>
<b>HOBBY-LOBBY #0233 - ALL DEPARTMENTS</b>			<b>\$459.07</b>

## HOLIDAY INN EXPRESS

HOLIDAY INN EXPRESS	Police Administration	HOLIDAY INNS	\$112.07
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<i>HOLIDAY INN EXPRESS - Total For Police Administration</i>			<i>\$112.07</i>
<b>HOLIDAY INN EXPRESS - ALL DEPARTMENTS</b>			<b>\$112.07</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 01/F1	\$10,790.13
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Sock def bulk/F3	\$1,538.25
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$12,328.38</i>
HOMAX OIL SALES, INC	Refuse - Residential	Washer Fluid	\$244.90
<i>HOMAX OIL SALES, INC - Total For Refuse - Residential</i>			<i>\$244.90</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$12,573.28</b>

## HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Balefill - Disposal & Landfill	141497 Repairs	\$7,149.73
<i>HONNEN EQUIPMENT CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$7,149.73</i>
<b>HONNEN EQUIPMENT CO. - ALL DEPARTMENTS</b>			<b>\$7,149.73</b>

## HOOD'S EQUIPMENT & S

HOOD'S EQUIPMENT & S	Fire-EMS Operations	Cutting Edge 6' UTV	\$120.66
<i>HOOD'S EQUIPMENT &amp; S - Total For Fire-EMS Operations</i>			<i>\$120.66</i>
<b>HOOD'S EQUIPMENT &amp; S - ALL DEPARTMENTS</b>			<b>\$120.66</b>

## HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Buildings & Structures Fund	Supplies to repair air handler at City Hall	\$27.74
<i>HOSE &amp; RUBBER SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$27.74</i>
HOSE & RUBBER SUPPLY	WWTP - Operations	Belts	\$12.82
HOSE & RUBBER SUPPLY	WWTP - Operations	Fan belt	\$13.80
<i>HOSE &amp; RUBBER SUPPLY - Total For WWTP - Operations</i>			<i>\$26.62</i>
<b>HOSE &amp; RUBBER SUPPLY - ALL DEPARTMENTS</b>			<b>\$54.36</b>

## HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Parks - Parks Maint.	CAM-CLIP Wire Mike Sedar Project	\$144.77
<i>HOWARD SUPPLY COMPAN - Total For Parks - Parks Maint.</i>			<i>\$144.77</i>

HOWARD SUPPLY COMPAN	Streets	New tow rope for 70772 grader	\$364.05
<i>HOWARD SUPPLY COMPAN - Total For Streets</i>			<i>\$364.05</i>
HOWARD SUPPLY COMPAN	Water - Distribution	CAP CABLE	\$13.84
<i>HOWARD SUPPLY COMPAN - Total For Water - Distribution</i>			<i>\$13.84</i>
<b>HOWARD SUPPLY COMPAN - ALL DEPARTMENTS</b>			<b>\$522.66</b>

## I/O SOLUTIONS,

I/O SOLUTIONS,	Public Safety Communication	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$180.00
<i>I/O SOLUTIONS, - Total For Public Safety Communications</i>			<i>\$180.00</i>
<b>I/O SOLUTIONS, - ALL DEPARTMENTS</b>			<b>\$180.00</b>

## IMLA

IMLA	City Attorney	CIVIC, SOCIAL AND FRATERNAL ASSOCIATIONS	\$695.00
<i>IMLA - Total For City Attorney</i>			<i>\$695.00</i>
<b>IMLA - ALL DEPARTMENTS</b>			<b>\$695.00</b>

## IMLSS COLORADO

IMLSS COLORADO	Buildings & Structures Fund	Lociking hardware for SW building	\$1,196.00
IMLSS COLORADO	Buildings & Structures Fund	Lock repair parts for Ice Arena	\$210.00
IMLSS COLORADO	Buildings & Structures Fund	Door supplies for Water Distribution Garage	\$616.00
IMLSS COLORADO	Buildings & Structures Fund	Lock supplies for Outside Pools	\$220.00
<i>IMLSS COLORADO - Total For Buildings &amp; Structures Fund</i>			<i>\$2,242.00</i>
IMLSS COLORADO	Capital Projects Fund	Lock repair parts for Parking Garage	\$4.95
IMLSS COLORADO	Capital Projects Fund	Door closure device for Parking Garage	\$312.32
IMLSS COLORADO	Capital Projects Fund	Door repairs for Parking Structure	\$325.19
<i>IMLSS COLORADO - Total For Capital Projects Fund</i>			<i>\$642.46</i>
<b>IMLSS COLORADO - ALL DEPARTMENTS</b>			<b>\$2,884.46</b>

## IMS INFRASTRUCTURE M

IMS INFRASTRUCTURE M	Capital Projects Fund	Citywide Pavement Condition 18-094	\$7,476.75
<i>IMS INFRASTRUCTURE M - Total For Capital Projects Fund</i>			<i>\$7,476.75</i>
<b>IMS INFRASTRUCTURE M - ALL DEPARTMENTS</b>			<b>\$7,476.75</b>

## INDUSTRIAL CONTAINER

INDUSTRIAL CONTAINER	Balefill - Diversion & Special	Hazardous Waste shipping drums	\$4,077.82
<i>INDUSTRIAL CONTAINER - Total For Balefill - Diversion &amp; Special</i>			<i>\$4,077.82</i>
<b>INDUSTRIAL CONTAINER - ALL DEPARTMENTS</b>			<b>\$4,077.82</b>

## INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	Balefill - Baler Processing	BALER BLDG BEARING RECONDITION	\$667.46
<i>INTERMOUNTAIN MOTOR - Total For Balefill - Baler Processing</i>			<i>\$667.46</i>
<b>INTERMOUNTAIN MOTOR - ALL DEPARTMENTS</b>			<b>\$667.46</b>

## INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Code Enforcement	Error -duplicate charge - Residential Mechanical	\$219.00
INT'L CODE COUNCIL I	Code Enforcement	Credit - ICC	(\$219.00)
INT'L CODE COUNCIL I	Code Enforcement	Credit - ICC	(\$219.00)
INT'L CODE COUNCIL I	Code Enforcement	Error - duplicate charge - ICC Electrical Exam	\$219.00
<i>INT'L CODE COUNCIL I - Total For Code Enforcement</i>			<i>\$0.00</i>
<b>INT'L CODE COUNCIL I - ALL DEPARTMENTS</b>			<b>\$0.00</b>

## INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	CROSLEY CLEANING NEW POCKET SHED DOOR	\$1,829.53
INTUIT, INC.	Balefill - Disposal & Landfill	CROSLEY CLEANING PATCH IN ROCKET ROOF	\$150.00
<i>INTUIT, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,979.53</i>
INTUIT, INC.	Capital Projects Fund	Western Sign vehicle graphics	\$1,300.00
INTUIT, INC.	Capital Projects Fund	Western Sign graphics for vehicles	\$650.00
<i>INTUIT, INC. - Total For Capital Projects Fund</i>			<i>\$1,950.00</i>
INTUIT, INC.	Cemetery	INDUSTRIAL SUPPLIES ELIMINATOR WEED ELIMI	\$171.52
<i>INTUIT, INC. - Total For Cemetery</i>			<i>\$171.52</i>
INTUIT, INC.	City Council	Frame and mat for Mayor's picture	\$88.39
<i>INTUIT, INC. - Total For City Council</i>			<i>\$88.39</i>
INTUIT, INC.	Fire-EMS Operations	Facemask Skirts/SCBA Cleaner	\$1,164.50
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$1,164.50</i>
INTUIT, INC.	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$350.00
INTUIT, INC.	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$100.00

<i>INTUIT, INC. - Total For Police Administration</i>			<i>\$450.00</i>
INTUIT, INC.	Refuse - Residential	C & C SUPPLY 21.99	\$21.99
<i>INTUIT, INC. - Total For Refuse - Residential</i>			<i>\$21.99</i>
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$5,825.93</b>

## ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	Regional Water Operations	CFWTP Well #11	\$396.04
ITC ELECTRICAL TECHN	Regional Water Operations	Fresh water gate opener	\$209.20
ITC ELECTRICAL TECHN	Regional Water Operations	CFWTP Well #11	\$1,474.45
<i>ITC ELECTRICAL TECHN - Total For Regional Water Operations</i>			<i>\$2,079.69</i>
ITC ELECTRICAL TECHN	WWTP - Operations	ITC install electrical components for West gate	\$2,639.25
ITC ELECTRICAL TECHN	WWTP - Operations	ITC install electrical components for West gate	\$2,039.25
<i>ITC ELECTRICAL TECHN - Total For WWTP - Operations</i>			<i>\$4,678.50</i>
<b>ITC ELECTRICAL TECHN - ALL DEPARTMENTS</b>			<b>\$6,758.19</b>

## JIFFY LUBE #1410

JIFFY LUBE #1410	Police Administration	Service vehicle out of state extended training	\$53.44
<i>JIFFY LUBE #1410 - Total For Police Administration</i>			<i>\$53.44</i>
<b>JIFFY LUBE #1410 - ALL DEPARTMENTS</b>			<b>\$53.44</b>

## King Schools,

King Schools,	Fire-EMS Training	Drone Pilot License Online Course	\$59.00
<i>King Schools, - Total For Fire-EMS Training</i>			<i>\$59.00</i>
<b>King Schools, - ALL DEPARTMENTS</b>			<b>\$59.00</b>

## KINSCO

KINSCO	Fire-EMS Operations	Uniform Pants	\$1,592.94
KINSCO	Fire-EMS Operations	Uniform Shirts	\$1,025.91
<i>KINSCO - Total For Fire-EMS Operations</i>			<i>\$2,618.85</i>
<b>KINSCO - ALL DEPARTMENTS</b>			<b>\$2,618.85</b>

## KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP - Operations	Zetag polymer for dewatering	\$5,618.85
<i>KUBWATER RESOURCES, - Total For WWTP - Operations</i>			<i>\$5,618.85</i>
<b>KUBWATER RESOURCES, - ALL DEPARTMENTS</b>			<b>\$5,618.85</b>

### KWIK FILL 238

KWIK FILL 238	Police Administration	AUTOMATED FUEL DISPENSERS	\$28.28
<i>KWIK FILL 238 - Total For Police Administration</i>			<i>\$28.28</i>
<b>KWIK FILL 238 - ALL DEPARTMENTS</b>			<b>\$28.28</b>

### L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Axe holder and bracket	\$169.89
<i>L.N. CURTIS &amp; SONS I - Total For Fire-EMS Operations</i>			<i>\$169.89</i>
<b>L.N. CURTIS &amp; SONS I - ALL DEPARTMENTS</b>			<b>\$169.89</b>

### LAW OFFICE OF HAMPTO

LAW OFFICE OF HAMPTO	City Manager	February 2020 Public Defender	\$1,350.00
LAW OFFICE OF HAMPTO	City Manager	January 2020 Public Defender	\$1,350.00
<i>LAW OFFICE OF HAMPTO - Total For City Manager</i>			<i>\$2,700.00</i>
<b>LAW OFFICE OF HAMPTO - ALL DEPARTMENTS</b>			<b>\$2,700.00</b>

### LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Paint in March	\$250.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$250.00</i>
LISA'S SPIC N SPAN	Refuse - Recycling	Cleaning truck barn	\$395.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Recycling</i>			<i>\$395.00</i>
<b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>			<b>\$645.00</b>

### LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$10.69
<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			<i>\$10.69</i>
<b>LOAF N JUG #0103 - ALL DEPARTMENTS</b>			<b>\$10.69</b>



## LOAF N JUG #0106

LOAF N JUG #0106	Fire-EMS Operations	Good 2 Go - Fuel	\$11.62
<i>LOAF N JUG #0106 - Total For Fire-EMS Operations</i>			<i>\$11.62</i>
<b>LOAF N JUG #0106 - ALL DEPARTMENTS</b>			<b>\$11.62</b>

## LOAF N JUG #0119

LOAF N JUG #0119	Police Administration	AUTOMATED FUEL DISPENSERS	\$30.87
<i>LOAF N JUG #0119 - Total For Police Administration</i>			<i>\$30.87</i>
<b>LOAF N JUG #0119 - ALL DEPARTMENTS</b>			<b>\$30.87</b>

## LONG

LONG	WWTP - Operations	Provide and install card readers at WWTP west	\$1,469.00
<i>LONG - Total For WWTP - Operations</i>			<i>\$1,469.00</i>
<b>LONG - ALL DEPARTMENTS</b>			<b>\$1,469.00</b>

## LONG BUILDING TECHNO

LONG BUILDING TECHNO	Aquatics - Operations	New sensor in leisure pool area	\$3,160.93
<i>LONG BUILDING TECHNO - Total For Aquatics - Operations</i>			<i>\$3,160.93</i>
<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$3,160.93</b>

## LOUS GLOVES INC

LOUS GLOVES INC	WWTP - Operations	Gloves	\$498.00
<i>LOUS GLOVES INC - Total For WWTP - Operations</i>			<i>\$498.00</i>
<b>LOUS GLOVES INC - ALL DEPARTMENTS</b>			<b>\$498.00</b>

## LOVE S COUNTRY000023

LOVE S COUNTRY000023	Police Administration	AUTOMATED FUEL DISPENSERS	\$17.36
<i>LOVE S COUNTRY000023 - Total For Police Administration</i>			<i>\$17.36</i>
<b>LOVE S COUNTRY000023 - ALL DEPARTMENTS</b>			<b>\$17.36</b>

## LUBRICATION ENGINEER

LUBRICATION ENGINEER	WWTP - Operations	Lubricant	\$696.05
<i>LUBRICATION ENGINEER - Total For WWTP - Operations</i>			<i>\$696.05</i>
<b>LUBRICATION ENGINEER - ALL DEPARTMENTS</b>			<b>\$696.05</b>

## MARATHON PETRO5447

MARATHON PETRO5447	Police Administration	AUTOMATED FUEL DISPENSERS	\$10.89
<i>MARATHON PETRO5447 - Total For Police Administration</i>			<i>\$10.89</i>
<b>MARATHON PETRO5447 - ALL DEPARTMENTS</b>			<b>\$10.89</b>

## MAVERIK #394

MAVERIK #394	Police Administration	AUTOMATED FUEL DISPENSERS	\$33.64
<i>MAVERIK #394 - Total For Police Administration</i>			<i>\$33.64</i>
<b>MAVERIK #394 - ALL DEPARTMENTS</b>			<b>\$33.64</b>

## MCDONALD'S F5119

MCDONALD'S F5119	Police Administration	lunch traveling home from training	\$9.51
<i>MCDONALD'S F5119 - Total For Police Administration</i>			<i>\$9.51</i>
<b>MCDONALD'S F5119 - ALL DEPARTMENTS</b>			<b>\$9.51</b>

## MEARS TRANS WEB

MEARS TRANS WEB	Police Administration	TAXICABS/LIMOUSINES	\$23.00
<i>MEARS TRANS WEB - Total For Police Administration</i>			<i>\$23.00</i>
<b>MEARS TRANS WEB - ALL DEPARTMENTS</b>			<b>\$23.00</b>

## MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	LIGHT FIXTURES MRF OFFICE	\$395.96
<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			<i>\$395.96</i>
MENARDS CASPER WY	Balefill - Disposal & Landfill	BUILDING SUPPLIES	\$137.88
MENARDS CASPER WY	Balefill - Disposal & Landfill	TOOLS FOR COMB AND CRANE TRUCK	\$113.77
<i>MENARDS CASPER WY - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$251.65</i>

MENARDS CASPER WY	Balefill - Diversion & Special	CESQG CABINET AND SHELVES	\$84.00
MENARDS CASPER WY	Balefill - Diversion & Special	BUILDING SUPPLIES	\$49.96
<i>MENARDS CASPER WY - Total For Balefill - Diversion &amp; Special</i>			<i>\$133.96</i>
MENARDS CASPER WY	Buildings & Structures Fund	Supplies for Rec Center Picture Frame	\$100.23
<i>MENARDS CASPER WY - Total For Buildings &amp; Structures Fund</i>			<i>\$100.23</i>
MENARDS CASPER WY	Engineering	MAILBOX FOR RECEIVING BIDS	\$59.97
<i>MENARDS CASPER WY - Total For Engineering</i>			<i>\$59.97</i>
MENARDS CASPER WY	Golf - Operations	Tools for 19th hole project	\$80.68
<i>MENARDS CASPER WY - Total For Golf - Operations</i>			<i>\$80.68</i>
MENARDS CASPER WY	Rec Center - Operations	BACKPACK SPRAYER AND SUPPLIES	\$194.84
<i>MENARDS CASPER WY - Total For Rec Center - Operations</i>			<i>\$194.84</i>
MENARDS CASPER WY	Refuse - Residential	CLOROX TRUCK BARN	\$11.97
<i>MENARDS CASPER WY - Total For Refuse - Residential</i>			<i>\$11.97</i>
MENARDS CASPER WY	Streets	Cleaning supplies for Streets & Traffic	\$21.34
<i>MENARDS CASPER WY - Total For Streets</i>			<i>\$21.34</i>
MENARDS CASPER WY	Traffic Control	Cleaning supplies for Traffic & Streets	\$36.42
MENARDS CASPER WY	Traffic Control	Replacement trash cans for Traffic shop	\$68.82
MENARDS CASPER WY	Traffic Control	Cleaning supplies and stool replacement for Traf	\$86.16
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$191.40</i>
MENARDS CASPER WY	Water - Distribution	CLEANING SUPPLIES	\$85.43
MENARDS CASPER WY	Water - Distribution	DISINFECT. WIPES	\$29.97
MENARDS CASPER WY	Water - Distribution	DISINFECT. WIPES	\$29.97
MENARDS CASPER WY	Water - Distribution	Couplings & nipples	\$629.03
<i>MENARDS CASPER WY - Total For Water - Distribution</i>			<i>\$774.40</i>
<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>			<b>\$2,216.40</b>

## MERBACK AWARDS COMPA

MERBACK AWARDS COMPA	City Council	Name plate for Mayor's picture	\$13.02
<i>MERBACK AWARDS COMPA - Total For City Council</i>			<i>\$13.02</i>
MERBACK AWARDS COMPA	Fire-EMS Training	New Gold Name Plate	\$32.96
<i>MERBACK AWARDS COMPA - Total For Fire-EMS Training</i>			<i>\$32.96</i>
MERBACK AWARDS COMPA	Planning - Admin	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI (	\$41.40
<i>MERBACK AWARDS COMPA - Total For Planning - Admin</i>			<i>\$41.40</i>
<b>MERBACK AWARDS COMPA - ALL DEPARTMENTS</b>			<b>\$87.38</b>

## MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	Irrigation parts - 1 1/2 inch bodies and pilot val	\$642.12
<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			<i>\$642.12</i>
<b>MIDLAND IMPLEMENT, I - ALL DEPARTMENTS</b>			<b>\$642.12</b>

## MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Hose Assemblies	\$102.44
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$102.44</i>
<b>MOTION AND FLOW CONT - ALL DEPARTMENTS</b>			<b>\$102.44</b>

## MOTION INDUSTRIES

MOTION INDUSTRIES	WWTP - Operations	Ball valve	\$469.41
<i>MOTION INDUSTRIES - Total For WWTP - Operations</i>			<i>\$469.41</i>
<b>MOTION INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$469.41</b>

## MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication Repairs, Astro April-May		\$1,700.98
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$1,700.98</i>
<b>MOTOROLA SOLUTIONS - ALL DEPARTMENTS</b>			<b>\$1,700.98</b>

## MOUNTAIN SPORTS RENT

MOUNTAIN SPORTS RENT	Hogadon - Operations	Group Skier Rentals	\$266.00
<i>MOUNTAIN SPORTS RENT - Total For Hogadon - Operations</i>			<i>\$266.00</i>
<b>MOUNTAIN SPORTS RENT - ALL DEPARTMENTS</b>			<b>\$266.00</b>

## MOUNTAIN STATES

MOUNTAIN STATES	Finance	Budget Books	\$418.17
<i>MOUNTAIN STATES - Total For Finance</i>			<i>\$418.17</i>
MOUNTAIN STATES	Police Administration	Property receipt forms	\$141.51
MOUNTAIN STATES	Police Administration	Parking Ticket Envelopes	\$870.26
MOUNTAIN STATES	Police Administration	Business Cards	\$61.24

MOUNTAIN STATES	Police Administration	Business Cards	\$87.87
MOUNTAIN STATES	Police Administration	Business Cards	\$61.24
<i>MOUNTAIN STATES - Total For Police Administration</i>			<i>\$1,222.12</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$1,640.29</b>

## MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Police Administration	business cards	\$61.24
MOUNTAIN STATES LITH	Police Administration	notice to impound stickers	\$369.30
MOUNTAIN STATES LITH	Police Administration	Victim Service Packets	\$194.24
MOUNTAIN STATES LITH	Police Administration	9x12 envelope imprint	\$49.40
MOUNTAIN STATES LITH	Police Administration	business cards	\$61.24
<i>MOUNTAIN STATES LITH - Total For Police Administration</i>			<i>\$735.42</i>
<b>MOUNTAIN STATES LITH - ALL DEPARTMENTS</b>			<b>\$735.42</b>

## MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Information Services	Enterprise Internet Service acct. 3191	\$1,000.00
<i>MOUNTAIN WEST TELEPH - Total For Information Services</i>			<i>\$1,000.00</i>
MOUNTAIN WEST TELEPH	Public Safety Communication	E911 April 2020	\$503.74
<i>MOUNTAIN WEST TELEPH - Total For Public Safety Communications</i>			<i>\$503.74</i>
<b>MOUNTAIN WEST TELEPH - ALL DEPARTMENTS</b>			<b>\$1,503.74</b>

## MOUNTAIN WEST VALUAT

MOUNTAIN WEST VALUAT	Revolving Land Fund	Appraisal report Mesa Del Sol	\$1,700.00
<i>MOUNTAIN WEST VALUAT - Total For Revolving Land Fund</i>			<i>\$1,700.00</i>
<b>MOUNTAIN WEST VALUAT - ALL DEPARTMENTS</b>			<b>\$1,700.00</b>

## MTN. STATES PIPE & S

MTN. STATES PIPE & S	Meter Services	IMA Cloud Tenant Set up	\$250.00
<i>MTN. STATES PIPE &amp; S - Total For Meter Services</i>			<i>\$250.00</i>
<b>MTN. STATES PIPE &amp; S - ALL DEPARTMENTS</b>			<b>\$250.00</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Disposal & Landfill	gates for ldf fence	\$359.98
MURDOCH'S RANCH&HOM	Balefill - Disposal & Landfill	FENCING AND GATE SUPPLIES FOR LANDFILL	\$490.96
MURDOCH'S RANCH&HOM	Balefill - Disposal & Landfill	PART FOR NEW FUEL PUMP	\$57.98
<i>MURDOCH'S RANCH&amp;HOME - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$908.92</i>
MURDOCH'S RANCH&HOM	Capital Projects Fund	Mike Sedar Wire	\$19.78
<i>MURDOCH'S RANCH&amp;HOME - Total For Capital Projects Fund</i>			<i>\$19.78</i>
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$928.70</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	February 2020	\$99.00
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	February 2020	\$11,593.42
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	February 2020	\$2,595.65
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	February 2020	\$76,004.47
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	February 2020	\$1,389.18
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$91,681.72</i>
NAPA AUTO PARTS CORP	Meter Services	Nitrile gloves - disposable	\$32.97
<i>NAPA AUTO PARTS CORP - Total For Meter Services</i>			<i>\$32.97</i>
NAPA AUTO PARTS CORP	Refuse - Residential	DRUM PUMP TRUCK BARN	\$253.99
<i>NAPA AUTO PARTS CORP - Total For Refuse - Residential</i>			<i>\$253.99</i>
NAPA AUTO PARTS CORP	Water - Distribution	FLASHLIGHT	\$37.99
<i>NAPA AUTO PARTS CORP - Total For Water - Distribution</i>			<i>\$37.99</i>
NAPA AUTO PARTS CORP	WWTP - Operations	Oil	\$94.68
<i>NAPA AUTO PARTS CORP - Total For WWTP - Operations</i>			<i>\$94.68</i>
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$92,101.35</b>

## NASRO

NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$345.00
NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$500.00
NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$40.00
NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$500.00
NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$345.00
NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$500.00
NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$500.00
<i>NASRO - Total For Police Administration</i>			<i>\$2,730.00</i>

**NASRO - ALL DEPARTMENTS** **\$2,730.00**

**NATES FLOWERS**

NATES FLOWERS                      Balefill - Disposal & Landfill      FLORISTS RIVETT                      \$65.00

*NATES FLOWERS - Total For Balefill - Disposal & Landfill* *\$65.00*

**NATES FLOWERS - ALL DEPARTMENTS** **\$65.00**

**NATRONA COUNTY OFFIC**

NATRONA COUNTY OFFIC      Aquatics - Operations                      Inspection Aquatic Center Spa                      \$75.00

NATRONA COUNTY OFFIC      Aquatics - Operations                      Inspection Aquatic Center Pool                      \$75.00

NATRONA COUNTY OFFIC      Aquatics - Operations                      Inspection Aquatic Center Lap Pool                      \$75.00

*NATRONA COUNTY OFFIC - Total For Aquatics - Operations* *\$225.00*

NATRONA COUNTY OFFIC      Police Administration                      Jan. 2020 Prisoner Housing                      140,306.04

NATRONA COUNTY OFFIC      Police Administration                      Feb. 2020 Prisoner Housing                      122,532.48

*NATRONA COUNTY OFFIC - Total For Police Administration* *\$262,838.52*

NATRONA COUNTY OFFIC      Police Grants Fund                      Refund- Canceled Meth Conferece                      \$500.00

*NATRONA COUNTY OFFIC - Total For Police Grants Fund* *\$500.00*

NATRONA COUNTY OFFIC      Social Community Services                      March 2020 Tax revenues                      \$45,000.00

*NATRONA COUNTY OFFIC - Total For Social Community Services* *\$45,000.00*

**NATRONA COUNTY OFFIC - ALL DEPARTMENTS** **\$308,563.52**

**NELCO PRODUCTS INC**

NELCO PRODUCTS INC                      Hogadon - Operations                      Lift ticket wickets                      \$253.25

*NELCO PRODUCTS INC - Total For Hogadon - Operations* *\$253.25*

**NELCO PRODUCTS INC - ALL DEPARTMENTS** **\$253.25**

**NELSON/NYGAARD CONSU**

NELSON/NYGAARD CONSU      Metropolitan Planning Org                      MPO 18-02 Long Range Transportation Plan                      \$30,106.19

*NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org* *\$30,106.19*

**NELSON/NYGAARD CONSU - ALL DEPARTMENTS** **\$30,106.19**

**NETWORK FLEET.**

NETWORK FLEET.	Code Enforcement	FEB 2020 NETWORK FLEET INVOICING	\$170.55
<i>NETWORK FLEET. - Total For Code Enforcement</i>			<i>\$170.55</i>
NETWORK FLEET.	Fleet Maintenance Fund	FEB 2020 NETWORK FLEET INVOICING	\$75.80
<i>NETWORK FLEET. - Total For Fleet Maintenance Fund</i>			<i>\$75.80</i>
NETWORK FLEET.	Parks - Parks Maint.	FEB 2020 NETWORK FLEET INVOICING	\$280.35
<i>NETWORK FLEET. - Total For Parks - Parks Maint.</i>			<i>\$280.35</i>
NETWORK FLEET.	Police Animal Control	FEB 2020 NETWORK FLEET INVOICING	\$113.70
<i>NETWORK FLEET. - Total For Police Animal Control</i>			<i>\$113.70</i>
NETWORK FLEET.	Refuse - Residential	FEB 2020 NETWORK FLEET INVOICING	\$604.45
<i>NETWORK FLEET. - Total For Refuse - Residential</i>			<i>\$604.45</i>
NETWORK FLEET.	Sewer Fund - Collection	FEB 2020 NETWORK FLEET INVOICING	\$56.85
<i>NETWORK FLEET. - Total For Sewer Fund - Collection</i>			<i>\$56.85</i>
NETWORK FLEET.	Streets	FEB 2020 NETWORK FLEET INVOICING	\$587.45
<i>NETWORK FLEET. - Total For Streets</i>			<i>\$587.45</i>
NETWORK FLEET.	Water - Distribution	FEB 2020 NETWORK FLEET INVOICING	\$189.50
<i>NETWORK FLEET. - Total For Water - Distribution</i>			<i>\$189.50</i>
<b>NETWORK FLEET. - ALL DEPARTMENTS</b>			<b>\$2,078.65</b>

## NICOLAYSEN ART MUSEU

NICOLAYSEN ART MUSEU	Capital Projects Fund	1% #16 Funding Nicolaysen Art 2nd Qtrr	\$1,026.94
<i>NICOLAYSEN ART MUSEU - Total For Capital Projects Fund</i>			<i>\$1,026.94</i>
<b>NICOLAYSEN ART MUSEU - ALL DEPARTMENTS</b>			<b>\$1,026.94</b>

## NMI NATIONWIDE

NMI NATIONWIDE	Police Administration	renew notary	\$50.00
<i>NMI NATIONWIDE - Total For Police Administration</i>			<i>\$50.00</i>
<b>NMI NATIONWIDE - ALL DEPARTMENTS</b>			<b>\$50.00</b>

## NOLAND FEED

NOLAND FEED	Metro Animal Fund - Admin	MISCELLANEOUS AND RETAIL STORES DOG & C	\$292.10
<i>NOLAND FEED - Total For Metro Animal Fund - Admin</i>			<i>\$292.10</i>
NOLAND FEED	Police Administration	canine food	\$163.38
NOLAND FEED	Police Administration	canine food	\$38.90



NOLAND FEED	Police Administration	canine food	\$116.70
<i>NOLAND FEED - Total For Police Administration</i>			<i>\$318.98</i>
<b>NOLAND FEED - ALL DEPARTMENTS</b>			<b>\$611.08</b>

## NOR NORTHERN TOOL

NOR NORTHERN TOOL	Hogadon - Operations	Shovel Repair parts	\$69.45
<i>NOR NORTHERN TOOL - Total For Hogadon - Operations</i>			<i>\$69.45</i>
<b>NOR NORTHERN TOOL - ALL DEPARTMENTS</b>			<b>\$69.45</b>

## NORCO, INC.

NORCO, INC.	Aquatics - Pool	Trash Bags	\$54.51
<i>NORCO, INC. - Total For Aquatics - Pool</i>			<i>\$54.51</i>
NORCO, INC.	Buildings & Structures Fund	City Hall Custodial Supplies	\$224.53
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for City Center Building	\$224.53
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$449.06</i>
NORCO, INC.	Cemetery	NORCO CLEANING SUPPLIES AND REST ROOM R	\$280.00
<i>NORCO, INC. - Total For Cemetery</i>			<i>\$280.00</i>
NORCO, INC.	Fire-EMS Operations	Gloves	\$1,102.10
NORCO, INC.	Fire-EMS Operations	Gloves	\$957.90
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			<i>\$2,060.00</i>
NORCO, INC.	Fire-EMS Training	Gloves	\$319.30
<i>NORCO, INC. - Total For Fire-EMS Training</i>			<i>\$319.30</i>
NORCO, INC.	Fleet Maintenance Fund	OXYGEN CYL REFILL	\$42.81
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$42.81</i>
NORCO, INC.	Golf - Operations	Gloves, safety glasses, ear protection for season	\$124.67
<i>NORCO, INC. - Total For Golf - Operations</i>			<i>\$124.67</i>
NORCO, INC.	Hogadon - Operations	Lodge supplies	\$55.65
<i>NORCO, INC. - Total For Hogadon - Operations</i>			<i>\$55.65</i>
NORCO, INC.	Ice Arena - Operations	HAND SOAP	\$130.20
<i>NORCO, INC. - Total For Ice Arena - Operations</i>			<i>\$130.20</i>
NORCO, INC.	Metro Animal Fund - Admin	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$345.77
<i>NORCO, INC. - Total For Metro Animal Fund - Admin</i>			<i>\$345.77</i>
NORCO, INC.	Rec Center - Operations	DISINFECTANT	\$29.04
<i>NORCO, INC. - Total For Rec Center - Operations</i>			<i>\$29.04</i>

NORCO, INC.	Regional Water Operations	Safety Signs	\$181.65
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$181.65</i>
NORCO, INC.	Water - Distribution	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$129.02
<i>NORCO, INC. - Total For Water - Distribution</i>			<i>\$129.02</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$4,201.68</b>

## NORTHROP BOILER WORK

NORTHROP BOILER WORK	WWTP - Operations	Gasket	\$33.00
<i>NORTHROP BOILER WORK - Total For WWTP - Operations</i>			<i>\$33.00</i>
<b>NORTHROP BOILER WORK - ALL DEPARTMENTS</b>			<b>\$33.00</b>

## NPI/RAM MOUNTS

NPI/RAM MOUNTS	Planning - Admin	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$81.54
<i>NPI/RAM MOUNTS - Total For Planning - Admin</i>			<i>\$81.54</i>
<b>NPI/RAM MOUNTS - ALL DEPARTMENTS</b>			<b>\$81.54</b>

## ONE CALL OF WY.

ONE CALL OF WY.	Parks - Parks Maint.	July 2019	\$114.00
ONE CALL OF WY.	Parks - Parks Maint.	Dec. 2019, 2020 Membership	\$56.50
ONE CALL OF WY.	Parks - Parks Maint.	Nov. 2019	\$46.50
ONE CALL OF WY.	Parks - Parks Maint.	Sept. 2019	\$75.00
ONE CALL OF WY.	Parks - Parks Maint.	Sept. 2019	\$104.25
ONE CALL OF WY.	Parks - Parks Maint.	Jan. 2020	\$121.50
ONE CALL OF WY.	Parks - Parks Maint.	August 2019	\$84.00
ONE CALL OF WY.	Parks - Parks Maint.	Feb. 2020	\$46.50
ONE CALL OF WY.	Parks - Parks Maint.	May 2019	\$130.50
ONE CALL OF WY.	Parks - Parks Maint.	Tickets for April 2019	\$42.75
<i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>			<i>\$821.50</i>
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>			<b>\$821.50</b>

## O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Balefill - Disposal & Landfill	BALER SUPPLIES	\$35.92
<i>O'REILLY AUTO PARTS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$35.92</i>

**O'REILLY AUTO PARTS - ALL DEPARTMENTS****\$35.92****ORIGINAL WATERMEN IN**

ORIGINAL WATERMEN IN	Aquatics - Pool	Men's suits for the summer.	\$1,051.10
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<i>ORIGINAL WATERMEN IN - Total For Aquatics - Pool</i>			<i>\$1,051.10</i>
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**ORIGINAL WATERMEN IN - ALL DEPARTMENTS****\$1,051.10****ORKIN LLC 002**

ORKIN LLC 002	Hogadon - Operations	Pest Control	\$257.94
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<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			<i>\$257.94</i>
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**ORKIN LLC 002 - ALL DEPARTMENTS****\$257.94****PACE ANALYTICAL SERV**

PACE ANALYTICAL SERV	WWTP - Operations	TESTING LABORATORIES	\$1,704.00
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<i>PACE ANALYTICAL SERV - Total For WWTP - Operations</i>			<i>\$1,704.00</i>
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PACE ANALYTICAL SERV	WWTP - Pretreatment	TESTING LABORATORIES	\$372.00
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<i>PACE ANALYTICAL SERV - Total For WWTP - Pretreatment</i>			<i>\$372.00</i>
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**PACE ANALYTICAL SERV - ALL DEPARTMENTS****\$2,076.00****PANTHEON LLC**

PANTHEON LLC	Balefill - Disposal & Landfill	Floor Cleaner	\$191.58
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<i>PANTHEON LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$191.58</i>
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**PANTHEON LLC - ALL DEPARTMENTS****\$191.58****PARKSON CORPORATION**

PARKSON CORPORATION	WWTP - Operations	Gaskets	\$940.13
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<i>PARKSON CORPORATION - Total For WWTP - Operations</i>			<i>\$940.13</i>
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**PARKSON CORPORATION - ALL DEPARTMENTS****\$940.13****PARTMASTER**

PARTMASTER	Fleet Maintenance Fund	NOV, JAN, FEB PARTSWASHER RENTAL FEE	\$1,125.00
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PARTMASTER - Total For Fleet Maintenance Fund \$1,125.00

**PARTMASTER - ALL DEPARTMENTS \$1,125.00**

## PARTSMASTER

PARTSMASTER Balefill - Disposal & Landfill Parts Washer Rent \$375.00

PARTSMASTER - Total For Balefill - Disposal & Landfill \$375.00

PARTSMASTER Fleet Maintenance Fund Torrent Partswasher \$375.00

PARTSMASTER Fleet Maintenance Fund Torrent Partswasher \$525.00

PARTSMASTER - Total For Fleet Maintenance Fund \$900.00

**PARTSMASTER - ALL DEPARTMENTS \$1,275.00**

## PAYPAL POLICE JOBS

PAYPAL POLICE JOBS Police Administration Go Law Enforcement - Police Officer Position Re \$80.00

PAYPAL POLICE JOBS - Total For Police Administration \$80.00

**PAYPAL POLICE JOBS - ALL DEPARTMENTS \$80.00**

## PAYPAL REEVESCOMPA

PAYPAL REEVESCOMPA Police Administration uniform name tags \$39.44

PAYPAL REEVESCOMPA - Total For Police Administration \$39.44

**PAYPAL REEVESCOMPA - ALL DEPARTMENTS \$39.44**

## PAYPAL THARPECONSU

PAYPAL THARPECONSU Police Administration Child Sex Abuse Training Registration \$300.00

PAYPAL THARPECONSU - Total For Police Administration \$300.00

**PAYPAL THARPECONSU - ALL DEPARTMENTS \$300.00**

## PEDEN'S INC

PEDEN'S INC Balefill - Baler Processing Hats for SW Clerks \$110.00

PEDEN'S INC - Total For Balefill - Baler Processing \$110.00

PEDEN'S INC Police Administration Custom Black Vests \$24.00

PEDEN'S INC - Total For Police Administration \$24.00

**PEDEN'S INC - ALL DEPARTMENTS****\$134.00****PHARMCHEM, INC**

PHARMCHEM, INC	Police Grants Fund	Refund- Meth Conference	\$250.00
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<i>PHARMCHEM, INC - Total For Police Grants Fund</i>			<i>\$250.00</i>
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**PHARMCHEM, INC - ALL DEPARTMENTS****\$250.00****PHILLIPS 66 - PETROM**

PHILLIPS 66 - PETROM	Police Administration	AUTOMATED FUEL DISPENSERS	\$29.50
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<i>PHILLIPS 66 - PETROM - Total For Police Administration</i>			<i>\$29.50</i>
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**PHILLIPS 66 - PETROM - ALL DEPARTMENTS****\$29.50****PHR WyomingCardio**

PHR WyomingCardio	Police Administration	physical	\$665.00
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<i>PHR WyomingCardio - Total For Police Administration</i>			<i>\$665.00</i>
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**PHR WyomingCardio - ALL DEPARTMENTS****\$665.00****PILOT**

PILOT	Police Administration	AUTOMATED FUEL DISPENSERS	\$27.75
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PILOT	Police Administration	AUTOMATED FUEL DISPENSERS	\$39.00
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PILOT	Police Administration	AUTOMATED FUEL DISPENSERS	\$8.00
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<i>PILOT - Total For Police Administration</i>			<i>\$74.75</i>
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**PILOT - ALL DEPARTMENTS****\$74.75****PIZZA RANCH CASPER**

PIZZA RANCH CASPER	Police Grants Fund	EATING PLACES, RESTAURANTS	\$52.97
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<i>PIZZA RANCH CASPER - Total For Police Grants Fund</i>			<i>\$52.97</i>
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**PIZZA RANCH CASPER - ALL DEPARTMENTS****\$52.97****PORTER'S MOUNTAIN VI**

PORTER'S MOUNTAIN VI	Fire-EMS Operations	1 Hour In Shop Repairs	\$47.25
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PORTER'S MOUNTAIN VI - Total For Fire-EMS Operations \$47.25

**PORTER'S MOUNTAIN VI - ALL DEPARTMENTS \$47.25**

### POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Utility Billing 03/09-03/15	\$5,699.13
POSTAL PROS, INC.	Customer Service	February 2020 ivr payment	\$3.25
POSTAL PROS, INC.	Customer Service	Utility billing 03/01-03/08	\$2,913.45
POSTAL PROS, INC.	Customer Service	Utility Billing 03/16-03/22	\$2,355.47

POSTAL PROS, INC. - Total For Customer Service \$10,971.30

POSTAL PROS, INC.	Water	February 2020 ivr payment	\$849.00
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POSTAL PROS, INC. - Total For Water \$849.00

**POSTAL PROS, INC. - ALL DEPARTMENTS \$11,820.30**

### POTTERS FLEX O LITE

POTTERS FLEX O LITE	Traffic Control	Glass beads for striping State Bid# 19-236CS	\$1,216.00
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POTTERS FLEX O LITE - Total For Traffic Control \$1,216.00

**POTTERS FLEX O LITE - ALL DEPARTMENTS \$1,216.00**

### POWER EQUIPMENT CORP

POWER EQUIPMENT CORP	Balefill - Diversion & Special	HINGE FOR BELLY BELT	\$129.71
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POWER EQUIPMENT CORP - Total For Balefill - Diversion & Special \$129.71

**POWER EQUIPMENT CORP - ALL DEPARTMENTS \$129.71**

### PP WASCOP

PP WASCOP	Police Administration	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$185.00
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PP WASCOP - Total For Police Administration \$185.00

**PP WASCOP - ALL DEPARTMENTS \$185.00**

### RACCAS PIZZERIA NAPO

RACCAS PIZZERIA NAPO	Fire-EMS Training	DC Assessor Lunch	\$63.99
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RACCAS PIZZERIA NAPO - Total For Fire-EMS Training \$63.99

**RACCAS PIZZERIA NAPO - ALL DEPARTMENTS** **\$63.99**

**RAMADA LIMITED-ASHLA**

RAMADA LIMITED-ASHLA Police Administration RAMADA INNS \$124.25

*RAMADA LIMITED-ASHLA - Total For Police Administration* *\$124.25*

**RAMADA LIMITED-ASHLA - ALL DEPARTMENTS** **\$124.25**

**RANDALL GRIFFITH, DD**

RANDALL GRIFFITH, DD Police Grants Fund Refund- Meth Conference \$150.00

*RANDALL GRIFFITH, DD - Total For Police Grants Fund* *\$150.00*

**RANDALL GRIFFITH, DD - ALL DEPARTMENTS** **\$150.00**

**RAVEN ENVIRONMENTAL**

RAVEN ENVIRONMENTAL WWTP - Operations Sludge judges \$558.89

*RAVEN ENVIRONMENTAL - Total For WWTP - Operations* *\$558.89*

**RAVEN ENVIRONMENTAL - ALL DEPARTMENTS** **\$558.89**

**RDG IA INC**

RDG IA INC Metropolitan Planning Org Wayfinidng Plan \$17,100.00

*RDG IA INC - Total For Metropolitan Planning Org* *\$17,100.00*

**RDG IA INC - ALL DEPARTMENTS** **\$17,100.00**

**REGENCY MIDWEST VENT**

REGENCY MIDWEST VENT City Council Banquet rental, food \$1,109.96

*REGENCY MIDWEST VENT - Total For City Council* *\$1,109.96*

**REGENCY MIDWEST VENT - ALL DEPARTMENTS** **\$1,109.96**

**RELIANT TECHNOLOGY L**

RELIANT TECHNOLOGY L Information Services VNX maintenance renewal \$7,334.00

*RELIANT TECHNOLOGY L - Total For Information Services* *\$7,334.00*

**RELIANT TECHNOLOGY L - ALL DEPARTMENTS****\$7,334.00****RESPOND FIRST AID OF**

RESPOND FIRST AID OF	Golf - Operations	First aid supplies updated	\$90.41
<i>RESPOND FIRST AID OF - Total For Golf - Operations</i>			<i>\$90.41</i>
RESPOND FIRST AID OF	Parks - Urban Foetry	First Aid Supplies Saw Shop	\$83.31
<i>RESPOND FIRST AID OF - Total For Parks - Urban Foetry</i>			<i>\$83.31</i>
RESPOND FIRST AID OF	Police Administration	first aid supplies	\$149.89
<i>RESPOND FIRST AID OF - Total For Police Administration</i>			<i>\$149.89</i>
RESPOND FIRST AID OF	WWTP - Operations	First aid supplies	\$156.02
<i>RESPOND FIRST AID OF - Total For WWTP - Operations</i>			<i>\$156.02</i>
<b>RESPOND FIRST AID OF - ALL DEPARTMENTS</b>			<b>\$479.63</b>

**RICOH USA INC**

RICOH USA INC	Police Administration	Feb. 2020 Copier	\$43.65
<i>RICOH USA INC - Total For Police Administration</i>			<i>\$43.65</i>
<b>RICOH USA INC - ALL DEPARTMENTS</b>			<b>\$43.65</b>

**RIDLEY'S 1132**

RIDLEY'S 1132	Police Administration	supplies for PD Building @ Lyric	\$45.28
<i>RIDLEY'S 1132 - Total For Police Administration</i>			<i>\$45.28</i>
<b>RIDLEY'S 1132 - ALL DEPARTMENTS</b>			<b>\$45.28</b>

**RMI CASPER**

RMI CASPER	City Council	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$183.40
RMI CASPER	City Council	COVID 19 clorox wipes	\$281.33
RMI CASPER	City Council	COVID 19 tyvek coverall w/hood	\$748.52
RMI CASPER	City Council	COVID19 Respirators	\$640.00
RMI CASPER	City Council	COVID 19 antibacterial cleaner	\$21.80
RMI CASPER	City Council	tyvek suits w/hood	\$745.00
RMI CASPER	City Council	COVID19 disposable gloves	\$1,990.40
RMI CASPER	City Council	COVID 19 disposable gloves	\$1,019.20
<i>RMI CASPER - Total For City Council</i>			<i>\$5,629.65</i>



RMI CASPER	Risk Management	Safety - Fire extinguisher tags	\$94.46
<i>RMI CASPER - Total For Risk Management</i>			<i>\$94.46</i>
RMI CASPER	Water - Distribution	ear muffs	\$102.74
<i>RMI CASPER - Total For Water - Distribution</i>			<i>\$102.74</i>
<b>RMI CASPER - ALL DEPARTMENTS</b>			<b>\$5,826.85</b>

## ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Water - Distribution	Monthly Cylinder rent	\$20.73
<i>ROCKY MOUNTAIN AIR S - Total For Water - Distribution</i>			<i>\$20.73</i>
<b>ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS</b>			<b>\$20.73</b>

## ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Electricity	\$4,463.29
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$4,463.29</i>
ROCKY MOUNTAIN POWER	Aquatics - Pool	Electricity	\$499.83
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			<i>\$499.83</i>
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Closed Balefill Gas System	\$668.80
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Electricity	\$11,186.61
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$11,855.41</i>
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Electricity- Acct. 54730761-089 9	\$139.19
<i>ROCKY MOUNTAIN POWER - Total For Buildings &amp; Structures Fund</i>			<i>\$139.19</i>
ROCKY MOUNTAIN POWER	Cemetery	Electricity	\$126.94
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$126.94</i>
ROCKY MOUNTAIN POWER	City Center Building	Electricity	\$1,120.30
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$1,120.30</i>
ROCKY MOUNTAIN POWER	City Hall	Electricity	\$2,917.57
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$2,917.57</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$864.61
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$793.57
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$2,378.14
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$301.43
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$4,337.75</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Electricity	\$3,796.84
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$3,796.84</i>

ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Electricity	\$573.39
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$573.39
ROCKY MOUNTAIN POWER	Golf - Operations	Electricity	\$3,227.91
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$3,227.91
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$3,248.30
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$3,248.30
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity	\$5,254.43
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$5,254.43
ROCKY MOUNTAIN POWER	Marathon Building	Electricity	\$1,384.24
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$1,384.24
ROCKY MOUNTAIN POWER	Metro Animal Fund - Admin	Electricity	\$851.53
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Fund - Admin</i>			\$851.53
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Electricity	\$36.66
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			\$36.66
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Electricity	\$419.50
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Electricity	\$2,815.15
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			\$3,234.65
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$1,640.81
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$1,640.81
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$59.06
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$3,130.29
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$3,189.35
ROCKY MOUNTAIN POWER	Rec Center - Operations	Electricity	\$3,139.94
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$3,139.94
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$564.27
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			\$564.27
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$46,206.12
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$84.49
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$76.81
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$46,367.42
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$40.45
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$20,018.29
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$1,510.25
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			\$21,568.99
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$23,980.02
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity- Acct. 54730761-004 8	\$227.12

ROCKY MOUNTAIN POWER - Total For WWTP - Operations \$24,207.14

**ROCKY MOUNTAIN POWER - ALL DEPARTMENTS \$147,746.15**

### Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$532.32
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented portable toilets	\$373.68

Rooter - Total For Parks - Parks Maint. \$906.00

**Rooter - ALL DEPARTMENTS \$906.00**

### ROSEN CNT CAFE GAUGU

ROSEN CNT CAFE GAUGU	Police Administration	evening meal/out of town training	\$30.07
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ROSEN CNT CAFE GAUGU - Total For Police Administration \$30.07

**ROSEN CNT CAFE GAUGU - ALL DEPARTMENTS \$30.07**

### ROSEN HOTELS CENTRE

ROSEN HOTELS CENTRE	Police Administration	ROSEN HOTELS & RESORTS	\$690.84
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ROSEN HOTELS CENTRE - Total For Police Administration \$690.84

**ROSEN HOTELS CENTRE - ALL DEPARTMENTS \$690.84**

### RUSSELL INDUSTRIES I

RUSSELL INDUSTRIES I	WWTP - Operations	Flomatic 4" plug valves for boiler room; shippin	\$7,847.40
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RUSSELL INDUSTRIES I - Total For WWTP - Operations \$7,847.40

**RUSSELL INDUSTRIES I - ALL DEPARTMENTS \$7,847.40**

### S&S WORLDWIDE,

S&S WORLDWIDE,	Rec Center - Classes	CAMP SUPPLIES	\$16.78
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S&S WORLDWIDE,	Rec Center - Classes	CAMP SUPPLIES	\$15.39
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S&S WORLDWIDE, - Total For Rec Center - Classes \$32.17

**S&S WORLDWIDE, - ALL DEPARTMENTS \$32.17**

### SA COMPANY

SA COMPANY	City Council	COVID 19 face shields	\$459.28
<i>SA COMPANY - Total For City Council</i>			<i>\$459.28</i>
<b>SA COMPANY - ALL DEPARTMENTS</b>			<b>\$459.28</b>

## SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Balefill - Diversion & Special	Oil Filter Recycling	\$425.00
<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Diversion &amp; Special</i>			<i>\$425.00</i>
<b>SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS</b>			<b>\$425.00</b>

## SALLY BEAUTY

SALLY BEAUTY	City Council	SPRAY BOTTLES FOR COVID 19	\$119.01
<i>SALLY BEAUTY - Total For City Council</i>			<i>\$119.01</i>
<b>SALLY BEAUTY - ALL DEPARTMENTS</b>			<b>\$119.01</b>

## SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Disposal & Landfill	SUPPLIES FOR SWF	\$15.66
<i>SAMS CLUB #6425 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$15.66</i>
SAMS CLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$18.32
SAMS CLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$13.74
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$32.06</i>
SAMS CLUB #6425	Information Services	Coffee	\$57.00
<i>SAMS CLUB #6425 - Total For Information Services</i>			<i>\$57.00</i>
SAMS CLUB #6425	Public Safety Communication	cleaning products	\$42.44
SAMS CLUB #6425	Public Safety Communication	cleaning supplies	\$22.46
SAMS CLUB #6425	Public Safety Communication	cleaning products	\$49.42
<i>SAMS CLUB #6425 - Total For Public Safety Communications</i>			<i>\$114.32</i>
SAMS CLUB #6425	Sewer Fund - Collection	office supplies	\$83.60
<i>SAMS CLUB #6425 - Total For Sewer Fund - Collection</i>			<i>\$83.60</i>
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$302.64</b>

## SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Baler Processing	LDF SUPPLIES	\$33.96
<i>SAMSCLUB #6425 - Total For Balefill - Baler Processing</i>			<i>\$33.96</i>

SAMSCLUB #6425	Balefill - Disposal & Landfill	SCALE HOUSE SUPPLIES	\$76.33
SAMSCLUB #6425	Balefill - Disposal & Landfill	LDF SUPPLIES	\$127.80
SAMSCLUB #6425	Balefill - Disposal & Landfill	COUNCIL OP SUPPLIES AND SCALE HOUSE SUPP	\$49.54
<i>SAMSCLUB #6425 - Total For Balefill - Disposal &amp; Landfill</i>			\$253.67
SAMSCLUB #6425	Buildings & Structures Fund	City Hall Custodial Supplies	\$47.88
<i>SAMSCLUB #6425 - Total For Buildings &amp; Structures Fund</i>			\$47.88
SAMSCLUB #6425	City Council	COVID 19	\$53.92
SAMSCLUB #6425	City Council	EOC Supplies: Snacks, Water, Coffee, Napkins Et	\$285.42
SAMSCLUB #6425	City Council	COVID 19 paper and plastic bags for PPE	\$52.70
SAMSCLUB #6425	City Council	COUNCIL OP SUPPLIES AND SCALE HOUSE SUPP	\$21.96
<i>SAMSCLUB #6425 - Total For City Council</i>			\$414.00
SAMSCLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$8.96
SAMSCLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$345.21
SAMSCLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$155.16
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			\$509.33
SAMSCLUB #6425	Ice Arena - Operations	WHOLESALE CLUBS	\$228.68
SAMSCLUB #6425	Ice Arena - Operations	WHOLESALE CLUBS	\$143.92
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			\$372.60
SAMSCLUB #6425	Water - Distribution	CLEANING SUPPLIES	\$79.47
<i>SAMSCLUB #6425 - Total For Water - Distribution</i>			\$79.47
<b>SAMSCLUB #6425 - ALL DEPARTMENTS</b>			<b>\$1,710.91</b>

## SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Administration	Membership Dues	\$100.00
<i>SAMSCLUB.COM - Total For Fire-EMS Administration</i>			\$100.00
SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$167.22
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			\$167.22
<b>SAMSCLUB.COM - ALL DEPARTMENTS</b>			<b>\$267.22</b>

## SCHANE PUBLISHING

SCHANE PUBLISHING	Rec Center - Operations	CRC Advertising	\$895.00
<i>SCHANE PUBLISHING - Total For Rec Center - Operations</i>			\$895.00
<b>SCHANE PUBLISHING - ALL DEPARTMENTS</b>			<b>\$895.00</b>

## SHELL OIL 1258034000

SHELL OIL 1258034000	Police Administration	AUTOMATED FUEL DISPENSERS	\$19.54
<i>SHELL OIL 1258034000 - Total For Police Administration</i>			<i>\$19.54</i>

**SHELL OIL 1258034000 - ALL DEPARTMENTS \$19.54**

## SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$47.36
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$38.47
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$85.83</i>

**SHELL OIL 5744427920 - ALL DEPARTMENTS \$85.83**

## SHELL OIL 5744651130

SHELL OIL 5744651130	City Manager	Fuel for travel to WAM Winter Conference	\$23.15
<i>SHELL OIL 5744651130 - Total For City Manager</i>			<i>\$23.15</i>

**SHELL OIL 5744651130 - ALL DEPARTMENTS \$23.15**

## SHELL OIL 5754656580

SHELL OIL 5754656580	Police Administration	AUTOMATED FUEL DISPENSERS	\$28.59
<i>SHELL OIL 5754656580 - Total For Police Administration</i>			<i>\$28.59</i>

**SHELL OIL 5754656580 - ALL DEPARTMENTS \$28.59**

## SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	PAINT FOR EQUIP BLDG	\$95.37
<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$95.37</i>

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Supplies to paint dividers for 19th Hole	\$42.99
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SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint for floors of Crossroads concessions and r	\$222.50
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<i>SHERWIN-WILLIAMS COR - Total For Buildings &amp; Structures Fund</i>			<i>\$265.49</i>
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**SHERWIN-WILLIAMS COR - ALL DEPARTMENTS \$360.86**

## SHUTTERFLY

SHUTTERFLY	Police Administration	new baby plaques for officer babies	\$53.99
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SHUTTERFLY	Police Administration	CAMERA AND PHOTOGRAPHIC SUPPLY STORES	\$161.97
<i>SHUTTERFLY - Total For Police Administration</i>			<i>\$215.96</i>
<b>SHUTTERFLY - ALL DEPARTMENTS</b>			<b>\$215.96</b>

## SILVER FOX STEAKHOUS

SILVER FOX STEAKHOUS	Police Administration	EATING PLACES, RESTAURANTS	\$930.00
<i>SILVER FOX STEAKHOUS - Total For Police Administration</i>			<i>\$930.00</i>
<b>SILVER FOX STEAKHOUS - ALL DEPARTMENTS</b>			<b>\$930.00</b>

## SIRCHIE FINGER PRINT

SIRCHIE FINGER PRINT	Police Administration	evidence processing supplies	\$390.68
<i>SIRCHIE FINGER PRINT - Total For Police Administration</i>			<i>\$390.68</i>
<b>SIRCHIE FINGER PRINT - ALL DEPARTMENTS</b>			<b>\$390.68</b>

## SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Retail revenue less admin fee and payment	(\$99.68)
SKYLINE RANCHES	Sewer Fund	Retail revenue less admin fee and payment	\$996.84
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$897.16</i>
SKYLINE RANCHES	WWTP	Retail revenue less admin fee and payment	(\$684.47)
<i>SKYLINE RANCHES - Total For WWTP</i>			<i>(\$684.47)</i>
<b>SKYLINE RANCHES - ALL DEPARTMENTS</b>			<b>\$212.69</b>

## SNOW CREST CHEMICALS

SNOW CREST CHEMICALS	Ice Arena - Operations	CONDENSER H2O TREATMENT	\$360.00
<i>SNOW CREST CHEMICALS - Total For Ice Arena - Operations</i>			<i>\$360.00</i>
<b>SNOW CREST CHEMICALS - ALL DEPARTMENTS</b>			<b>\$360.00</b>

## SP REALITY-BASED L

SP REALITY-BASED L	Human Resources	Reality Based Leadership Posters for supervisors	\$91.90
<i>SP REALITY-BASED L - Total For Human Resources</i>			<i>\$91.90</i>
<b>SP REALITY-BASED L - ALL DEPARTMENTS</b>			<b>\$91.90</b>

## SQ ABLE EQUIPMENT C

SQ ABLE EQUIPMENT C	Water - Distribution	Snow Plow Jack	\$237.95
<i>SQ ABLE EQUIPMENT C - Total For Water - Distribution</i>			<i>\$237.95</i>
<b>SQ ABLE EQUIPMENT C - ALL DEPARTMENTS</b>			<b>\$237.95</b>

## SQ ARCHULETA COMPAN

SQ ARCHULETA COMPAN	Balefill - Disposal & Landfill	DIRT DEVIL VAC BELTS	\$24.00
<i>SQ ARCHULETA COMPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$24.00</i>
<b>SQ ARCHULETA COMPAN - ALL DEPARTMENTS</b>			<b>\$24.00</b>

## SQ ATLANTIC ELECTRI

SQ ATLANTIC ELECTRI	Streets	replacement of time clock in crack seal shed	\$374.00
<i>SQ ATLANTIC ELECTRI - Total For Streets</i>			<i>\$374.00</i>
<b>SQ ATLANTIC ELECTRI - ALL DEPARTMENTS</b>			<b>\$374.00</b>

## SQ BIGHORN DESIGN S

SQ BIGHORN DESIGN S	Police Federal Grants	VW Volunteer uniforms	\$1,345.00
<i>SQ BIGHORN DESIGN S - Total For Police Federal Grants</i>			<i>\$1,345.00</i>
<b>SQ BIGHORN DESIGN S - ALL DEPARTMENTS</b>			<b>\$1,345.00</b>

## SQ EILEEN'S COLOSSA

SQ EILEEN'S COLOSSA	Human Resources	1 dozen cookies ordered for Celebration with Ca	\$5.75
SQ EILEEN'S COLOSSA	Human Resources	1 Dozen Cookies for Celebration with Carter	\$5.75
<i>SQ EILEEN'S COLOSSA - Total For Human Resources</i>			<i>\$11.50</i>
SQ EILEEN'S COLOSSA	Parks - Parks Maint.	Employees Appreciation Day	\$25.00
<i>SQ EILEEN'S COLOSSA - Total For Parks - Parks Maint.</i>			<i>\$25.00</i>
SQ EILEEN'S COLOSSA	Rec Center - Admin	Employees Appreciation Day	\$25.00
<i>SQ EILEEN'S COLOSSA - Total For Rec Center - Admin</i>			<i>\$25.00</i>
<b>SQ EILEEN'S COLOSSA - ALL DEPARTMENTS</b>			<b>\$61.50</b>

## SQ MEARS



SQ MEARS	Police Administration	TAXICABS/LIMOUSINES	\$47.00
<i>SQ MEARS - Total For Police Administration</i>			<i>\$47.00</i>
<b>SQ MEARS - ALL DEPARTMENTS</b>			<b>\$47.00</b>

## SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R	Fire-EMS Training	ACLS Provider eCards Issued to Students	\$350.00
<i>SQ MY EDUCATIONAL R - Total For Fire-EMS Training</i>			<i>\$350.00</i>
<b>SQ MY EDUCATIONAL R - ALL DEPARTMENTS</b>			<b>\$350.00</b>

## SQ PAPA JOHNS

SQ PAPA JOHNS	Ice Arena - Concessions	MISC FOOD STORES-SPECIALITY,CONVENIENCE,	\$1,054.58
<i>SQ PAPA JOHNS - Total For Ice Arena - Concessions</i>			<i>\$1,054.58</i>
<b>SQ PAPA JOHNS - ALL DEPARTMENTS</b>			<b>\$1,054.58</b>

## SQ PEDEN'S INC.

SQ PEDEN'S INC.	Police Administration	Onesies for new officer babies	\$42.00
<i>SQ PEDEN'S INC. - Total For Police Administration</i>			<i>\$42.00</i>
SQ PEDEN'S INC.	Water - Distribution	EMBROIDERY OF COVERALLS (4)	\$72.00
<i>SQ PEDEN'S INC. - Total For Water - Distribution</i>			<i>\$72.00</i>
<b>SQ PEDEN'S INC. - ALL DEPARTMENTS</b>			<b>\$114.00</b>

## SQ SUMMITS AND CRUX

SQ SUMMITS AND CRUX	General Fund	Books for resale in museum store	\$134.06
<i>SQ SUMMITS AND CRUX - Total For General Fund</i>			<i>\$134.06</i>
<b>SQ SUMMITS AND CRUX - ALL DEPARTMENTS</b>			<b>\$134.06</b>

## STAPLES

STAPLES	Balefill - Baler Processing	OFFICE SUPPLIES BALER	\$96.32
<i>STAPLES - Total For Balefill - Baler Processing</i>			<i>\$96.32</i>
STAPLES	Balefill - Diversion & Special	CESQG LETTER/PAPER HOLDERS ETC.	\$33.48
<i>STAPLES - Total For Balefill - Diversion &amp; Special</i>			<i>\$33.48</i>
STAPLES	City Council	EOC Supplies: Power back up strips, message bo	\$432.87

STAPLES	City Council	EOC Supplies - Conference Phone	\$229.99
<i>STAPLES - Total For City Council</i>			<i>\$662.86</i>
STAPLES	Fire-EMS Administration	Office Supplies	\$104.62
<i>STAPLES - Total For Fire-EMS Administration</i>			<i>\$104.62</i>
STAPLES	General Fund	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$242.73
<i>STAPLES - Total For General Fund</i>			<i>\$242.73</i>
STAPLES	Golf - Operations	Sheet protectors for S.D.S binder	\$14.42
<i>STAPLES - Total For Golf - Operations</i>			<i>\$14.42</i>
STAPLES	Hogadon - Operations	CC paper	\$36.18
<i>STAPLES - Total For Hogadon - Operations</i>			<i>\$36.18</i>
STAPLES	Information Services	Headphone/mic 2 sets	\$44.97
<i>STAPLES - Total For Information Services</i>			<i>\$44.97</i>
STAPLES	Metro Animal Fund - Admin	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$69.25
<i>STAPLES - Total For Metro Animal Fund - Admin</i>			<i>\$69.25</i>
STAPLES	Municipal Court	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$33.87
<i>STAPLES - Total For Municipal Court</i>			<i>\$33.87</i>
STAPLES	Parks - Parks Maint.	Mailing envelopes	\$20.95
STAPLES	Parks - Parks Maint.	Misc Office Supplies	\$13.47
<i>STAPLES - Total For Parks - Parks Maint.</i>			<i>\$34.42</i>
STAPLES	Traffic Control	Purchase of charging cables for Traffic tablets	\$27.98
STAPLES	Traffic Control	Purchase of 2 charging kits for Traffic tablets	\$135.97
STAPLES	Traffic Control	Return of charging cables for Traffic tablets	(\$27.98)
<i>STAPLES - Total For Traffic Control</i>			<i>\$135.97</i>
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$1,509.09</b>

## STAPLES DIRECT

STAPLES DIRECT	Balefill - Disposal & Landfill	TONER CARTRIDGES- OFFICE; MONITOR STAND	\$16.49
<i>STAPLES DIRECT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$16.49</i>
STAPLES DIRECT	Metro Animal Fund - Admin	STATIONERY,OFFICE SUPPLIES,PRINTING AND (	\$932.36
<i>STAPLES DIRECT - Total For Metro Animal Fund - Admin</i>			<i>\$932.36</i>
STAPLES DIRECT	Rec Center - Admin	REFUND FOR RETURNED CALENDAR	(\$19.72)
<i>STAPLES DIRECT - Total For Rec Center - Admin</i>			<i>(\$19.72)</i>
STAPLES DIRECT	Refuse - Residential	CREDIT FOR SALES TAX ON ORDER	(\$27.47)
STAPLES DIRECT	Refuse - Residential	TONER CARTRIDGES- OFFICE; MONITOR STAND	\$560.40
<i>STAPLES DIRECT - Total For Refuse - Residential</i>			<i>\$532.93</i>

**STAPLES DIRECT - ALL DEPARTMENTS****\$1,462.06****STATE OF WY.**

STATE OF WY.	Health Insurance Fund	March plan admin fees	\$5,937.83
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<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$5,937.83</i>
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**STATE OF WY. - ALL DEPARTMENTS****\$5,937.83****STEWART & STEVENSON**

STEWART & STEVENSON	Fleet Maintenance Fund	11150 repairs	\$29,868.13
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<i>STEWART &amp; STEVENSON - Total For Fleet Maintenance Fund</i>			<i>\$29,868.13</i>
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**STEWART & STEVENSON - ALL DEPARTMENTS****\$29,868.13****STINKER #109**

STINKER #109	Police Administration	AUTOMATED FUEL DISPENSERS	\$20.00
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STINKER #109	Police Administration	AUTOMATED FUEL DISPENSERS	\$44.00
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<i>STINKER #109 - Total For Police Administration</i>			<i>\$64.00</i>
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**STINKER #109 - ALL DEPARTMENTS****\$64.00****STINKER #213**

STINKER #213	Police Administration	AUTOMATED FUEL DISPENSERS	\$40.10
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<i>STINKER #213 - Total For Police Administration</i>			<i>\$40.10</i>
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**STINKER #213 - ALL DEPARTMENTS****\$40.10****STINKER #83**

STINKER #83	Police Administration	fuel for out of state training	\$36.00
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STINKER #83	Police Administration	AUTOMATED FUEL DISPENSERS	\$34.91
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<i>STINKER #83 - Total For Police Administration</i>			<i>\$70.91</i>
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**STINKER #83 - ALL DEPARTMENTS****\$70.91****SUBWAY**

SUBWAY	City Council	LUNCH for LGBTQ Advisory Committee Meeting	\$39.99
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SUBWAY - Total For City Council \$39.99

**SUBWAY - ALL DEPARTMENTS \$39.99**

**SUNOCO 0062409800 Q**

SUNOCO 0062409800 Q Police Administration AUTOMATED FUEL DISPENSERS \$17.15  
SUNOCO 0062409800 Q Police Administration AUTOMATED FUEL DISPENSERS \$18.83  
SUNOCO 0062409800 Q Police Administration AUTOMATED FUEL DISPENSERS \$31.67

SUNOCO 0062409800 Q - Total For Police Administration \$67.65

**SUNOCO 0062409800 Q - ALL DEPARTMENTS \$67.65**

**SUTHERLANDS 2219**

SUTHERLANDS 2219 Balefill - Disposal & Landfill GLOVES AND OTHER SUPPLIES \$18.63

SUTHERLANDS 2219 - Total For Balefill - Disposal & Landfill \$18.63

SUTHERLANDS 2219 Fire-EMS Operations Wooden Handles \$54.56

SUTHERLANDS 2219 - Total For Fire-EMS Operations \$54.56

SUTHERLANDS 2219 Ft. Caspar Museum Gloves for personal protection \$15.99

SUTHERLANDS 2219 - Total For Ft. Caspar Museum \$15.99

SUTHERLANDS 2219 Metro Animal Fund - Admin LUMBER AND BUILDING MATERIALS STORES (P \$588.00

SUTHERLANDS 2219 - Total For Metro Animal Fund - Admin \$588.00

SUTHERLANDS 2219 Refuse - Residential GLOVES AND OTHER SUPPLIES \$116.41

SUTHERLANDS 2219 - Total For Refuse - Residential \$116.41

SUTHERLANDS 2219 Water - Distribution Flashlight, ext. cords, bracket \$129.63

SUTHERLANDS 2219 - Total For Water - Distribution \$129.63

**SUTHERLANDS 2219 - ALL DEPARTMENTS \$923.22**

**TARGET**

TARGET City Manager Clock for Conference Room \$14.99

TARGET - Total For City Manager \$14.99

TARGET Human Resources OFFICE SUPPLIES \$6.17

TARGET - Total For Human Resources \$6.17

TARGET Metro Animal Fund - Admin DISCOUNT STORES (Pill Crusher) \$5.99

TARGET - Total For Metro Animal Fund - Admin \$5.99

TARGET Police Administration office supplies/ file folders/file tabs/paper \$39.43

<i>TARGET - Total For Police Administration</i>			<i>\$39.43</i>
<b>TARGET - ALL DEPARTMENTS</b>			<b>\$66.58</b>
 <b>TEMPLEPUBLI</b>			
TEMPLEPUBLI	Police Administration	National Minority Update - Police Officer Positio	\$195.00
<i>TEMPLEPUBLI - Total For Police Administration</i>			<i>\$195.00</i>
<b>TEMPLEPUBLI - ALL DEPARTMENTS</b>			<b>\$195.00</b>
 <b>TEXAS ROADHOUSE</b>			
TEXAS ROADHOUSE	Fire-EMS Training	DC Assessor Dinner	\$117.25
<i>TEXAS ROADHOUSE - Total For Fire-EMS Training</i>			<i>\$117.25</i>
<b>TEXAS ROADHOUSE - ALL DEPARTMENTS</b>			<b>\$117.25</b>
 <b>THE HOME DEPOT</b>			
THE HOME DEPOT	Balefill - Disposal & Landfill	SUPPLIES FOR MRF AND COMB	\$195.91
<i>THE HOME DEPOT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$195.91</i>
THE HOME DEPOT	Cemetery	HOME SUPPLY WAREHOUSE STORES HEDGE SH	\$59.94
THE HOME DEPOT	Cemetery	HOME SUPPLY WAREHOUSE STORES disinfectan	\$37.64
<i>THE HOME DEPOT - Total For Cemetery</i>			<i>\$97.58</i>
THE HOME DEPOT	City Council	EOC Supplies: Trash Cans and Extension Cords	\$237.58
<i>THE HOME DEPOT - Total For City Council</i>			<i>\$237.58</i>
THE HOME DEPOT	Fire-EMS Training	Microwave/OSB Board for Flashover Simulator	\$450.00
<i>THE HOME DEPOT - Total For Fire-EMS Training</i>			<i>\$450.00</i>
THE HOME DEPOT	Golf - Operations	Cleaning supplies and door mats for shop	\$38.86
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$38.86</i>
THE HOME DEPOT	Hogadon - Operations	Storage Rack Ski Patrol	\$597.00
THE HOME DEPOT	Hogadon - Operations	Shop supplies and Wheels for man cart	\$48.93
THE HOME DEPOT	Hogadon - Operations	Repair to Lift schffold	\$38.57
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$684.50</i>
THE HOME DEPOT	Meter Services	Flexible hosing 3/4 inch	\$16.98
<i>THE HOME DEPOT - Total For Meter Services</i>			<i>\$16.98</i>
THE HOME DEPOT	Municipal Court	Office Improvement	\$7.33
<i>THE HOME DEPOT - Total For Municipal Court</i>			<i>\$7.33</i>

THE HOME DEPOT	Parks - Parks Maint.	Quikrete Mike Sedar	\$20.80
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$20.80</i>
THE HOME DEPOT	Refuse - Residential	tools for container repair	\$113.86
<i>THE HOME DEPOT - Total For Refuse - Residential</i>			<i>\$113.86</i>
THE HOME DEPOT	Sewer Fund - Stormwater	storm point repair supplies	\$69.48
<i>THE HOME DEPOT - Total For Sewer Fund - Stormwater</i>			<i>\$69.48</i>
THE HOME DEPOT	Streets	Cleaning supplies for Streets & Traffic	\$59.16
THE HOME DEPOT	Streets	QTY. 6-----25 ft. Extension Cords for hot line	\$119.82
<i>THE HOME DEPOT - Total For Streets</i>			<i>\$178.98</i>
THE HOME DEPOT	Traffic Control	Cleaning supplies for Traffic shop	\$20.54
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$20.54</i>
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$2,132.40</b>

## THE LYRIC

THE LYRIC	Police Administration	MEMBERSHIP CLUBS,(SPORTS,RECREATION,ATH	\$350.00
<i>THE LYRIC - Total For Police Administration</i>			<i>\$350.00</i>
<b>THE LYRIC - ALL DEPARTMENTS</b>			<b>\$350.00</b>

## THOMAS & MEANS LAW F

THOMAS & MEANS LAW F	Police Administration	LEGAL SERVICES, ATTORNEYS	\$12,000.00
<i>THOMAS &amp; MEANS LAW F - Total For Police Administration</i>			<i>\$12,000.00</i>
<b>THOMAS &amp; MEANS LAW F - ALL DEPARTMENTS</b>			<b>\$12,000.00</b>

## THOMSON WEST TCD

THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$1,359.63
THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$140.43
<i>THOMSON WEST TCD - Total For City Attorney</i>			<i>\$1,500.06</i>
<b>THOMSON WEST TCD - ALL DEPARTMENTS</b>			<b>\$1,500.06</b>

## Thyssenkrupp

Thyssenkrupp	Buildings & Structures Fund	Elevator Maintenance Lifesteps	\$991.50
<i>Thyssenkrupp - Total For Buildings &amp; Structures Fund</i>			<i>\$991.50</i>

**Thyssenkrupp - ALL DEPARTMENTS** **\$991.50**

### TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$168.54
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$168.54</i>
TOP OFFICE PRODUCTS	Ft. Caspar Museum	Maintenance agreement on copier/scanner	\$39.20
<i>TOP OFFICE PRODUCTS - Total For Ft. Caspar Museum</i>			<i>\$39.20</i>
TOP OFFICE PRODUCTS	Municipal Court	Invoice 178482 and balance on account	\$190.00
<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			<i>\$190.00</i>
TOP OFFICE PRODUCTS	Water - Distribution	COPY CHARGES, FEB. 20	\$101.24
<i>TOP OFFICE PRODUCTS - Total For Water - Distribution</i>			<i>\$101.24</i>
TOP OFFICE PRODUCTS	WWTP - Operations	Printing/Copier Maintenance Feb. 2020	\$168.19
<i>TOP OFFICE PRODUCTS - Total For WWTP - Operations</i>			<i>\$168.19</i>

**TOP OFFICE PRODUCTS - ALL DEPARTMENTS** **\$667.17**

### TOWNSQUARE MEDIA CAS

TOWNSQUARE MEDIA CAS	Hogadon - Operations	ADVERTISING SERVICES	\$2,370.00
TOWNSQUARE MEDIA CAS	Hogadon - Operations	ADVERTISING SERVICES	\$500.00
<i>TOWNSQUARE MEDIA CAS - Total For Hogadon - Operations</i>			<i>\$2,870.00</i>

**TOWNSQUARE MEDIA CAS - ALL DEPARTMENTS** **\$2,870.00**

### TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Buildings & Structures Fund	Supplies for project to replace sand in PV Pool fi	\$99.98
<i>TRACTOR SUPPLY CO - Total For Buildings &amp; Structures Fund</i>			<i>\$99.98</i>

**TRACTOR SUPPLY CO - ALL DEPARTMENTS** **\$99.98**

### TRAVEL GUARD GROUP I

TRAVEL GUARD GROUP I	Police Administration	INSURANCE-SALES & UNDERWRITING	\$72.52
TRAVEL GUARD GROUP I	Police Administration	INSURANCE-SALES & UNDERWRITING	\$170.76
<i>TRAVEL GUARD GROUP I - Total For Police Administration</i>			<i>\$243.28</i>

**TRAVEL GUARD GROUP I - ALL DEPARTMENTS** **\$243.28**

## TST CHEYENNE RIB AN

TST CHEYENNE RIB AN	City Council	Meal during WAM Winter Conference	\$80.19
<i>TST CHEYENNE RIB AN - Total For City Council</i>			<i>\$80.19</i>
TST CHEYENNE RIB AN	City Manager	Meal during WAM Winter Conference	\$26.73
<i>TST CHEYENNE RIB AN - Total For City Manager</i>			<i>\$26.73</i>
<b>TST CHEYENNE RIB AN - ALL DEPARTMENTS</b>			<b>\$106.92</b>

## TWEED'S WHOLESale

TWEED'S WHOLESale	Rec Center - Operations	Cleaning Supplies	\$297.32
<i>TWEED'S WHOLESale - Total For Rec Center - Operations</i>			<i>\$297.32</i>
<b>TWEED'S WHOLESale - ALL DEPARTMENTS</b>			<b>\$297.32</b>

## UM CUSTOMER REFUNDS

UM CUSTOMER REFUNDS	Water	Refund Acct credit 606692	\$114.27
<i>UM CUSTOMER REFUNDS - Total For Water</i>			<i>\$114.27</i>
<b>UM CUSTOMER REFUNDS - ALL DEPARTMENTS</b>			<b>\$114.27</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	WeatherTech Jacket, Embroider	\$250.76
UNIFORMS 2 GEAR	Police Administration	Point Blank Ballistics Carrier	\$880.14
UNIFORMS 2 GEAR	Police Administration	Clarino Holsters	\$238.08
UNIFORMS 2 GEAR	Police Administration	Base Layer long sleeve	\$116.68
UNIFORMS 2 GEAR	Police Administration	Serge men's pants	\$49.11
UNIFORMS 2 GEAR	Police Administration	Leather Mag Case	\$35.80
UNIFORMS 2 GEAR	Police Administration	Base layer long sleeve	\$408.38
UNIFORMS 2 GEAR	Police Administration	Misc. Carriers	\$2,580.84
UNIFORMS 2 GEAR	Police Administration	Duty Pants	\$48.80
UNIFORMS 2 GEAR	Police Administration	Weather Tech Jacket, Embroider	\$125.38
UNIFORMS 2 GEAR	Police Administration	Long Sleeve, Duty Pants	\$401.92
UNIFORMS 2 GEAR	Police Administration	Weathertech jacket, embroider	\$125.38
UNIFORMS 2 GEAR	Police Administration	Base layer long sleeve	\$116.68
UNIFORMS 2 GEAR	Police Administration	Police Cap, Double mag case	\$125.58
UNIFORMS 2 GEAR	Police Administration	Long sleeve shirt, Weathertech jacket, embroid	\$340.17



UNIFORMS 2 GEAR	Police Administration	Weather Tech Jacket, Embroider	\$125.38
UNIFORMS 2 GEAR	Police Administration	Duty Belt	\$108.00
UNIFORMS 2 GEAR	Police Administration	WeatherTech Jacket	\$125.38
UNIFORMS 2 GEAR	Police Administration	Embroidered name tag	\$66.00
UNIFORMS 2 GEAR	Police Administration	Pancake Holster, cuff and mag case	\$97.86

*UNIFORMS 2 GEAR - Total For Police Administration* \$6,366.32

**UNIFORMS 2 GEAR - ALL DEPARTMENTS** **\$6,366.32**

## UNION WIRELESS

UNION WIRELESS	Water - Tanks	URCR SCADA & Cell Phone	\$59.57
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*UNION WIRELESS - Total For Water - Tanks* \$59.57

**UNION WIRELESS - ALL DEPARTMENTS** **\$59.57**

## UNITED 0161572639

UNITED 0161572639	Fire-EMS Training	Baggage Fee	\$30.00
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UNITED 0161572639	Fire-EMS Training	Baggage Fee	\$30.00
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*UNITED 0161572639 - Total For Fire-EMS Training* \$60.00

**UNITED 0161572639 - ALL DEPARTMENTS** **\$60.00**

## UNITED WAY OF NATRON

UNITED WAY OF NATRON	Capital Projects Fund	1%#16 Funding United Way	\$946.94
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*UNITED WAY OF NATRON - Total For Capital Projects Fund* \$946.94

**UNITED WAY OF NATRON - ALL DEPARTMENTS** **\$946.94**

## UPS 0000008F045W110

UPS 0000008F045W110	Regional Water Operations	Ship lab test	\$142.36
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*UPS 0000008F045W110 - Total For Regional Water Operations* \$142.36

**UPS 0000008F045W110 - ALL DEPARTMENTS** **\$142.36**

## URGENT CARE OF CASPE

URGENT CARE OF CASPE	Police Administration	Employee Testing	\$1,848.00
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*URGENT CARE OF CASPE - Total For Police Administration* \$1,848.00

URGENT CARE OF CASPE	Property Insurance Fund	Urgent Care Payment	\$1,969.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$1,969.00</i>
<b>URGENT CARE OF CASPE - ALL DEPARTMENTS</b>			<b>\$3,817.00</b>

## USPS PO 5715580478

USPS PO 5715580478	Parks - Parks Maint.	Shipping for books	\$46.32
<i>USPS PO 5715580478 - Total For Parks - Parks Maint.</i>			<i>\$46.32</i>
USPS PO 5715580478	WWTP - Operations	Certified mail	\$31.20
<i>USPS PO 5715580478 - Total For WWTP - Operations</i>			<i>\$31.20</i>
<b>USPS PO 5715580478 - ALL DEPARTMENTS</b>			<b>\$77.52</b>

## USPS PO 5715580945

USPS PO 5715580945	City Manager	Certified Letter	\$6.95
<i>USPS PO 5715580945 - Total For City Manager</i>			<i>\$6.95</i>
USPS PO 5715580945	Hogadon - Operations	Shipping	\$16.73
<i>USPS PO 5715580945 - Total For Hogadon - Operations</i>			<i>\$16.73</i>
USPS PO 5715580945	Parks - Parks Maint.	Shipping for books	\$46.32
<i>USPS PO 5715580945 - Total For Parks - Parks Maint.</i>			<i>\$46.32</i>
USPS PO 5715580945	Regional Water Operations	POSTAGE - Certified Mail - 2019 Wholesale Wat	\$62.40
<i>USPS PO 5715580945 - Total For Regional Water Operations</i>			<i>\$62.40</i>
USPS PO 5715580945	Water - Admin	POSTAGE - Certified Mail - 2019 Wholesale Wat	\$78.00
<i>USPS PO 5715580945 - Total For Water - Admin</i>			<i>\$78.00</i>
<b>USPS PO 5715580945 - ALL DEPARTMENTS</b>			<b>\$210.40</b>

## UW CASHIER OFFICE

UW CASHIER OFFICE	Metropolitan Planning Org	Training for Jeremy - University of Wyoming	\$85.00
<i>UW CASHIER OFFICE - Total For Metropolitan Planning Org</i>			<i>\$85.00</i>
<b>UW CASHIER OFFICE - ALL DEPARTMENTS</b>			<b>\$85.00</b>

## VCN NATRONACOTITLESC

VCN NATRONACOTITLESC	Fleet Maintenance Fund	TITLES FOR CATC BUSES	\$32.50
<i>VCN NATRONACOTITLESC - Total For Fleet Maintenance Fund</i>			<i>\$32.50</i>

**VCN NATRONACOTITLESC - ALL DEPARTMENTS****\$32.50****VERIZON CONNECT NWF**

VERIZON CONNECT NWF	Code Enforcement	Feb. Monthly Service	\$170.55
<i>VERIZON CONNECT NWF - Total For Code Enforcement</i>			<i>\$170.55</i>
VERIZON CONNECT NWF	Fleet Maintenance Fund	Feb. Monthly Service	\$33.98
<i>VERIZON CONNECT NWF - Total For Fleet Maintenance Fund</i>			<i>\$33.98</i>
VERIZON CONNECT NWF	Parks - Parks Maint.	Feb. Monthly Service	\$280.35
<i>VERIZON CONNECT NWF - Total For Parks - Parks Maint.</i>			<i>\$280.35</i>
VERIZON CONNECT NWF	Police Animal Control	Feb. Monthly Service	\$113.70
<i>VERIZON CONNECT NWF - Total For Police Animal Control</i>			<i>\$113.70</i>
VERIZON CONNECT NWF	Refuse - Residential	Feb. Monthly Service	\$604.45
<i>VERIZON CONNECT NWF - Total For Refuse - Residential</i>			<i>\$604.45</i>
VERIZON CONNECT NWF	Sewer Fund - Collection	Feb. Monthly Service	\$56.85
<i>VERIZON CONNECT NWF - Total For Sewer Fund - Collection</i>			<i>\$56.85</i>
VERIZON CONNECT NWF	Streets	Feb. Monthly Service	\$587.45
<i>VERIZON CONNECT NWF - Total For Streets</i>			<i>\$587.45</i>
VERIZON CONNECT NWF	Water - Distribution	Feb. Monthly Service	\$189.50
<i>VERIZON CONNECT NWF - Total For Water - Distribution</i>			<i>\$189.50</i>

**VERIZON CONNECT NWF - ALL DEPARTMENTS****\$2,036.83****VERIZON WIRELESS**

VERIZON WIRELESS	Buildings & Structures Fund	Feb. 2020	\$80.02
<i>VERIZON WIRELESS - Total For Buildings &amp; Structures Fund</i>			<i>\$80.02</i>
VERIZON WIRELESS	Metro Animal Fund - Admin	Credit Balance Acct. 642068229-00001	(\$151.98)
VERIZON WIRELESS	Metro Animal Fund - Admin	Feb. 2020	\$52.18
<i>VERIZON WIRELESS - Total For Metro Animal Fund - Admin</i>			<i>(\$99.80)</i>
VERIZON WIRELESS	Police Administration	Feb. 2020	\$919.33
VERIZON WIRELESS	Police Administration	Credit on Account 465552982-00010	(\$395.68)
<i>VERIZON WIRELESS - Total For Police Administration</i>			<i>\$523.65</i>

**VERIZON WIRELESS - ALL DEPARTMENTS****\$503.87****VRC COMPANIES LLC**

VRC COMPANIES LLC	City Attorney	March 2020	\$74.30
<i>VRC COMPANIES LLC - Total For City Attorney</i>			<i>\$74.30</i>
VRC COMPANIES LLC	Municipal Court	Shredding	\$51.80
VRC COMPANIES LLC	Municipal Court	January 2020	\$51.50
<i>VRC COMPANIES LLC - Total For Municipal Court</i>			<i>\$103.30</i>
VRC COMPANIES LLC	Police Administration	March 2020	\$113.40
<i>VRC COMPANIES LLC - Total For Police Administration</i>			<i>\$113.40</i>
VRC COMPANIES LLC	Public Safety Communication	March 2020	\$74.30
<i>VRC COMPANIES LLC - Total For Public Safety Communications</i>			<i>\$74.30</i>
<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>			<b>\$365.30</b>

## VZWRLSS IVR VB

VZWRLSS IVR VB	Aquatics - Pool	Outdoor pool internet	\$357.55
VZWRLSS IVR VB	Aquatics - Pool	Outdoor pool internet	\$242.60
<i>VZWRLSS IVR VB - Total For Aquatics - Pool</i>			<i>\$600.15</i>
VZWRLSS IVR VB	Cemetery	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$80.02
<i>VZWRLSS IVR VB - Total For Cemetery</i>			<i>\$80.02</i>
VZWRLSS IVR VB	Code Enforcement	CELL PHONE / AIR CARD CHARGES	\$188.32
<i>VZWRLSS IVR VB - Total For Code Enforcement</i>			<i>\$188.32</i>
VZWRLSS IVR VB	Sewer Fund - Collection	remote device data	\$73.42
<i>VZWRLSS IVR VB - Total For Sewer Fund - Collection</i>			<i>\$73.42</i>
VZWRLSS IVR VB	Streets	Traffic dept hotspot and Streets on call phone	\$65.72
<i>VZWRLSS IVR VB - Total For Streets</i>			<i>\$65.72</i>
VZWRLSS IVR VB	Water - Distribution	TELECOMMUNICATION SERV.	\$277.94
<i>VZWRLSS IVR VB - Total For Water - Distribution</i>			<i>\$277.94</i>
VZWRLSS IVR VB	WWTP - Operations	Cell phones	\$145.28
<i>VZWRLSS IVR VB - Total For WWTP - Operations</i>			<i>\$145.28</i>
<b>VZWRLSS IVR VB - ALL DEPARTMENTS</b>			<b>\$1,430.85</b>

## VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	January Cell Service	\$1,985.06
VZWRLSS MY VZ VB P	Fire-EMS Administration	January Air Bill	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			<i>\$2,105.09</i>
VZWRLSS MY VZ VB P	Golf - Operations	Cellular Service for I pads	\$80.02

<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			\$80.02
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$25.71
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			\$25.71
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$2,210.82</b>

## WALGREENS #7462

WALGREENS #7462	City Council	COVID19 forehead scanner thermometer	\$134.97
<i>WALGREENS #7462 - Total For City Council</i>			\$134.97
<b>WALGREENS #7462 - ALL DEPARTMENTS</b>			<b>\$134.97</b>

## WALGREENS #7601

WALGREENS #7601	City Council	COVID 19 instant read ear thermometer	\$52.48
<i>WALGREENS #7601 - Total For City Council</i>			\$52.48
<b>WALGREENS #7601 - ALL DEPARTMENTS</b>			<b>\$52.48</b>

## WAL-MART #1617

WAL-MART #1617	Fire-EMS Operations	Water for Fire Admin	\$28.81
<i>WAL-MART #1617 - Total For Fire-EMS Operations</i>			\$28.81
WAL-MART #1617	Ice Arena - Concessions	GROCERY STORES, SUPERMARKETS	\$30.24
<i>WAL-MART #1617 - Total For Ice Arena - Concessions</i>			\$30.24
WAL-MART #1617	Rec Center - Operations	SUPPLIES FOR CLASSES, CUSTODIAL SUPPLIES	\$3.94
WAL-MART #1617	Rec Center - Operations	SUPPLIES FOR CLASSES, CUSTODIAL SUPPLIES	\$17.23
<i>WAL-MART #1617 - Total For Rec Center - Operations</i>			\$21.17
WAL-MART #1617	Sewer Fund - Collection	CO2 for CCTV camera	\$25.94
<i>WAL-MART #1617 - Total For Sewer Fund - Collection</i>			\$25.94
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$106.16</b>

## WAL-MART #3778

WAL-MART #3778	Water - Distribution	Soap	\$14.62
<i>WAL-MART #3778 - Total For Water - Distribution</i>			\$14.62
<b>WAL-MART #3778 - ALL DEPARTMENTS</b>			<b>\$14.62</b>

## WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Booster/Irrigation	\$29.68
<i>WARDWELL WATER &amp; SEW - Total For RWS - Booster Stations</i>			<i>\$29.68</i>
<b>WARDWELL WATER &amp; SEW - ALL DEPARTMENTS</b>			<b>\$29.68</b>

## WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	Sewer Fund - Collection	Indian Paintbrush pump rebuild kit	\$1,396.43
<i>WATER TECHNOLOGY GRO - Total For Sewer Fund - Collection</i>			<i>\$1,396.43</i>
<b>WATER TECHNOLOGY GRO - ALL DEPARTMENTS</b>			<b>\$1,396.43</b>

## WEAR PARTS INC

WEAR PARTS INC	Traffic Control	Bolts, Nuts & washers for sign repair operation	\$264.88
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$264.88</i>
<b>WEAR PARTS INC - ALL DEPARTMENTS</b>			<b>\$264.88</b>

## Wear Parts, Inc.

Wear Parts, Inc.	Balefill - Diversion & Special	rivet, washer, wildcat 141440	\$111.72
<i>Wear Parts, Inc. - Total For Balefill - Diversion &amp; Special</i>			<i>\$111.72</i>
<b>Wear Parts, Inc. - ALL DEPARTMENTS</b>			<b>\$111.72</b>

## WESTERN MEDICAL ASSO

WESTERN MEDICAL ASSO	Fire-EMS Training	Oct.-Jan. 2020 Physicals/Hearing Screenings	\$18,705.00
<i>WESTERN MEDICAL ASSO - Total For Fire-EMS Training</i>			<i>\$18,705.00</i>
<b>WESTERN MEDICAL ASSO - ALL DEPARTMENTS</b>			<b>\$18,705.00</b>

## WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	K Street Phase 2A Design 15-51	\$1,956.00
WESTERN WATER CONSUL	Capital Projects Fund	Midwest David-Elm 17-031	\$2,287.18
WESTERN WATER CONSUL	Capital Projects Fund	K Street improvements 15-51	\$129.00
WESTERN WATER CONSUL	Capital Projects Fund	Digital As-Built Process Update 19-065	\$756.00
WESTERN WATER CONSUL	Capital Projects Fund	Midwest Reconstruction elm-walnut 18-066	\$6,739.00

<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$11,867.18</i>
WESTERN WATER CONSUL	Sewer Fund - Collection	Midwest David-Elm 17-031	\$50.36
<i>WESTERN WATER CONSUL - Total For Sewer Fund - Collection</i>			<i>\$50.36</i>
WESTERN WATER CONSUL	Water - Distribution	Midwest David-Elm 17-031	\$314.96
<i>WESTERN WATER CONSUL - Total For Water - Distribution</i>			<i>\$314.96</i>
<b>WESTERN WATER CONSUL - ALL DEPARTMENTS</b>			<b>\$12,232.50</b>

## WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	Lock parts for Metro Animal Shelter	\$5.00
<i>WESTERN WYOMING LOCK - Total For Buildings &amp; Structures Fund</i>			<i>\$5.00</i>
<b>WESTERN WYOMING LOCK - ALL DEPARTMENTS</b>			<b>\$5.00</b>

## WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Monthly retail sewer less admin fees and payme	\$3,427.00
WESTLAND PARK-RED BU	Sewer Fund	Monthly retail sewer less admin fees and payme	(\$342.70)
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,084.30</i>
WESTLAND PARK-RED BU	WWTP	Monthly retail sewer less admin fees and payme	(\$1,555.41)
<i>WESTLAND PARK-RED BU - Total For WWTP</i>			<i>(\$1,555.41)</i>
<b>WESTLAND PARK-RED BU - ALL DEPARTMENTS</b>			<b>\$1,528.89</b>

## WESTSIDE ANIMAL HOSP

WESTSIDE ANIMAL HOSP	Metro Animal Fund - Admin	VETERINARY SERVICES	\$691.08
WESTSIDE ANIMAL HOSP	Metro Animal Fund - Admin	VETERINARY SERVICES	\$271.63
<i>WESTSIDE ANIMAL HOSP - Total For Metro Animal Fund - Admin</i>			<i>\$962.71</i>
<b>WESTSIDE ANIMAL HOSP - ALL DEPARTMENTS</b>			<b>\$962.71</b>

## Wired

Wired	Perpetual Care Building Trust	New LED Lighting for the Arena	\$46,706.33
<i>Wired - Total For Perpetual Care Building Trust</i>			<i>\$46,706.33</i>
<b>Wired - ALL DEPARTMENTS</b>			<b>\$46,706.33</b>

## WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Design & CA for Morad Park to Walmart 18-050	\$574.00
WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	\$4,979.58
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$5,553.58</i>
WLC ENGINEERING - SU	Engineering	Surveyor Highland Park	\$1,005.25
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$1,005.25</i>
WLC ENGINEERING - SU	Water - Distribution	Ridgecrest Zone 2-3 Waterline	\$12,804.62
<i>WLC ENGINEERING - SU - Total For Water - Distribution</i>			<i>\$12,804.62</i>
WLC ENGINEERING - SU	Water - Tanks	W Casper Zone 2 15-59	\$18,100.68
<i>WLC ENGINEERING - SU - Total For Water - Tanks</i>			<i>\$18,100.68</i>
<b>WLC ENGINEERING - SU - ALL DEPARTMENTS</b>			<b>\$37,464.13</b>

## WM SUPERCENTER

WM SUPERCENTER	Buildings & Structures Fund	Custodial Supplies for City Hall	\$14.26
<i>WM SUPERCENTER - Total For Buildings &amp; Structures Fund</i>			<i>\$14.26</i>
WM SUPERCENTER	City Council	COVID 19 cotton ends for thermometers	\$21.57
WM SUPERCENTER	City Council	COUNCIL SUPPLIES	\$7.54
<i>WM SUPERCENTER - Total For City Council</i>			<i>\$29.11</i>
WM SUPERCENTER	Fire-EMS Operations	Station Supplies	\$44.27
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$44.27</i>
WM SUPERCENTER	Golf - Operations	coffee and supplies for breakroom	\$28.43
<i>WM SUPERCENTER - Total For Golf - Operations</i>			<i>\$28.43</i>
WM SUPERCENTER	Planning - Admin	Power cord replacement for ProBook	\$34.88
<i>WM SUPERCENTER - Total For Planning - Admin</i>			<i>\$34.88</i>
WM SUPERCENTER	Police Administration	GROCERY STORES, SUPERMARKETS	\$14.64
<i>WM SUPERCENTER - Total For Police Administration</i>			<i>\$14.64</i>
<b>WM SUPERCENTER - ALL DEPARTMENTS</b>			<b>\$165.59</b>

## WONDER WASH

WONDER WASH	Police Administration	CAR WASHES	\$121.30
<i>WONDER WASH - Total For Police Administration</i>			<i>\$121.30</i>
<b>WONDER WASH - ALL DEPARTMENTS</b>			<b>\$121.30</b>

## WORDPRESS T40EL9ZR5Q



WORDPRESS T40EL9ZR5Q	Police Administration	COMPUTER AND DATA PROCESSING SERVICES	\$18.00
<i>WORDPRESS T40EL9ZR5Q - Total For Police Administration</i>			<i>\$18.00</i>
<b>WORDPRESS T40EL9ZR5Q - ALL DEPARTMENTS</b>			<b>\$18.00</b>

## WPSG- INC

WPSG- INC	Fire-EMS Operations	PAC Tool Handlelok Mounting Kit and Bracket	\$450.30
WPSG- INC	Fire-EMS Operations	The Fire Store - Helmet	\$38.60
WPSG- INC	Fire-EMS Operations	The Fire Store - Leather Shield	\$69.48
WPSG- INC	Fire-EMS Operations	Shields	\$66.58
WPSG- INC	Fire-EMS Operations	Ground Zero Smoke Simulant	\$146.38
<i>WPSG- INC - Total For Fire-EMS Operations</i>			<i>\$771.34</i>
<b>WPSG- INC - ALL DEPARTMENTS</b>			<b>\$771.34</b>

## WY BEHAVIORAL INST

WY BEHAVIORAL INST	Police Grants Fund	Refund- Meth conference canceled	\$500.00
<i>WY BEHAVIORAL INST - Total For Police Grants Fund</i>			<i>\$500.00</i>
<b>WY BEHAVIORAL INST - ALL DEPARTMENTS</b>			<b>\$500.00</b>

## WY. ASSOC. OF RURAL

WY. ASSOC. OF RURAL	Regional Water Operations	Training	\$395.00
<i>WY. ASSOC. OF RURAL - Total For Regional Water Operations</i>			<i>\$395.00</i>
<b>WY. ASSOC. OF RURAL - ALL DEPARTMENTS</b>			<b>\$395.00</b>

## WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Water - Distribution	12th and Wy. Blvd Waterline 14-79	\$122.00
<i>WY. DEPT. OF TRANSP - Total For Water - Distribution</i>			<i>\$122.00</i>
<b>WY. DEPT. OF TRANSP - ALL DEPARTMENTS</b>			<b>\$122.00</b>

## WY. MACHINERY CO.

WY. MACHINERY CO.	Fleet Maintenance Fund	151576 Repairs	\$350.90
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$350.90</i>

**WY. MACHINERY CO. - ALL DEPARTMENTS** **\$350.90**

## **WY. MEDICAL CENTER**

WY. MEDICAL CENTER      Police Administration      Legal/Medical      \$554.90

*WY. MEDICAL CENTER - Total For Police Administration*      \$554.90

**WY. MEDICAL CENTER - ALL DEPARTMENTS** **\$554.90**

## **WYOMING SAFETY SUPPL**

WYOMING SAFETY SUPPL      City Council      COVID 19 sanitizer spray      \$174.75

*WYOMING SAFETY SUPPL - Total For City Council*      \$174.75

**WYOMING SAFETY SUPPL - ALL DEPARTMENTS** **\$174.75**

## **WYOMING STEEL & RECY**

WYOMING STEEL & RECY      Refuse - Recycling      Recycling      \$4,298.10

*WYOMING STEEL & RECY - Total For Refuse - Recycling*      \$4,298.10

**WYOMING STEEL & RECY - ALL DEPARTMENTS** **\$4,298.10**

## **XEROX CORPORATION**

XEROX CORPORATION      Engineering      March copier      \$185.66

XEROX CORPORATION      Engineering      March Maintenance Plan      \$35.42

*XEROX CORPORATION - Total For Engineering*      \$221.08

**XEROX CORPORATION - ALL DEPARTMENTS** **\$221.08**

## **XEROX CORPORATION/RB**

XEROX CORPORATION/RB      Regional Water Operations      Copy Machine      \$219.91

*XEROX CORPORATION/RB - Total For Regional Water Operations*      \$219.91

**XEROX CORPORATION/RB - ALL DEPARTMENTS** **\$219.91**

## **YOURMEMBER-CAREERS**

YOURMEMBER-CAREERS      Police Administration      YOURMEMBERSHIP Police Career Finder - Police      \$90.00

*YOURMEMBER-CAREERS - Total For Police Administration*      \$90.00

YOURMEMBER-CAREERS - ALL DEPARTMENTS

\$90.00

**CITYWIDE BILLS AND CLAIMS TOTAL**

**\$3,003,569.32**

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I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) \_\_\_\_\_ DATE \_\_\_\_\_

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DULY AUDITED BY (City Manager) \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY (Mayor) \_\_\_\_\_ DATE \_\_\_\_\_



March 25, 2020

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

FROM: John Henley, City Attorney *JH*  
Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Establish Public Hearing Date for Changes to Liquor Licenses Ordinances.

Meeting Type & Date

Regular Council Meeting  
April 7, 2020

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish April 21, 2020 as the public hearing date and first reading for the changes to the liquor license ordinances.

Summary

At the work session on March 26, 2020, staff presented suggested changes and updates to the ordinance regarding liquor license including renewals, catering permits, special malt beverage permit, malt beverage permits, and relaxing the open container permit for set period of time each year. City Staff was given the direction to move forward with the changes and will present them at the April 21, 2020 Council meeting.

Financial Considerations

N/A



Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

March 26, 2020

MEMO TO: J. Carter Napier, City Manager   
FROM: Liz Becher, Community Development Director   
SUBJECT: Gaming/Gambling in the C-4 (Highway Business) zoning district

Meeting Type & Date:

Regular Council meeting, April 7, 2020

Action Type:

Establish Public Hearing for April 21, 2020

Recommendation:

That Council, by minute action, establish April 21, 2020 as the date of public hearing for consideration of an ordinance amending Chapter 17.68 of the Casper Municipal Code pertaining to gaming/gambling in the C-4 (Highway Business) zoning district.

Summary:

The City has been approached by a purveyor of a Pari-Mutuel wagering business that is proposing to locate a gaming/gambling establishment at the old Sidelines/Altitude building located at 1121 Wilkins Circle. The property is located within the North Platte Industrial Park, and is zoned C-4 (Highway Business). Gaming/Gambling is listed as a Conditional Use Permit in the C-4 zoning district, requiring the approval by the Planning and Zoning Commission. However, there is a limitation in the Municipal Code that prevents the approval of a Conditional Use Permit for gaming/gambling in the C-4 district when the property is located within three hundred feet (300) of a school or church. In this case, there is a church located directly adjacent to the property, at 1101 Wilkins Circle.

In 2017 the City was approached by the Executive Director of the Pet Ring Foundation who wanted to operate a gaming/gambling establishment at the old Godfather's Pizza building on East Second Street. He was initially prevented from operating a gaming/gambling establishment at the location because it was located within 300' of a church, which prevented the issuance of a Conditional Use Permit. After reviewing the Municipal Code at a work session, City Council directed staff to draft a Municipal Code text amendment to make gaming/gambling a permitted use, by right, in the C-2 zoning district, and to remove the proximity limitations regarding schools and churches, using the justification that it could not be adequately explained what negative land-use implications resulted from locating gaming/gambling establishments next to churches and schools, and that potential land-use conflicts were actually less likely than with other businesses, such as bars and liquor stores, that were already permitted and had no such limitations.

In that C-4 (Highway Business) is a more intensive commercial zoning classification than the C-2 (General Business) zoning district, a similar Municipal Code text amendment is being proposed for Council's consideration. It is noted that the historical use of the subject property was for a bar/liquor establishment, which had no separation requirement from the adjacent church.

The City Council directed staff to proceed with a Municipal Code text amendment after a preliminary review at its work session on February 25, 2020. The Planning and Zoning Commission reviewed the DRAFT ordinance at its March 19, 2020 public meeting, and voted five (5) in favor, and two (2) against, to ultimately provide an affirmative recommendation to the City Council. A public hearing was opened at the Planning Commission meeting, and there were no members of the public that spoke either for or against the change.

Financial Considerations:

The City of Casper receives revenue from Pari-Mutuel wagering establishments located within its jurisdiction, per State law.

Oversight/Project Responsibility:

Craig Collins, AICP, Community Development Department, is tasked with processing the Municipal Code text amendment

Attachments:

Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE  
CASPER MUNICIPAL CODE, PERTAINING TO  
GAMING/GAMBLING IN THE C-4 (HIGHWAY BUSINESS)  
ZONING DISTRICT.

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

SECTION 1:

That Section 17.76.020 of the Casper Municipal Code is hereby amended to add  
“Gaming/Gambling,” alphabetically, as a permitted use in the C-4 (Highway Business) zoning  
district, and renumber the section, as follows:

17.76.020 - Permitted uses.

Except as otherwise provided, no new building, structure, or land use shall be permitted in the C-  
4 district, except:

1. Animal shelters, animal clinics, and animal boarding and treatment centers;
2. Assembly of devices or instruments, or packaging of products from previously prepared materials;
3. Automobile parks;
4. Automobile sales and repair areas and shops;
5. Automobile service stations, automobile service centers, and public garages;
6. Bed and breakfast;
7. Bed and breakfast homestay;
8. Bed and breakfast inn;
9. Builders' supply yards;
10. Churches;
11. Clubs and lodges;
12. Commercial dairies (excluding dairy farms);
13. Commercial laundries;
14. Convenience establishment, high volume;
15. Dance studios;
16. Day-care, adult;
17. Child care center;
18. Family child care center - zoning review;
19. Family child care home;
20. Family child care home - zoning review;
21. Drive-in/through facilities such as restaurants, package liquors, branch banks, etc.;
22. Farm implement sales and service;
23. Frozen food lockers;



24. Gaming/gambling
25. Greenhouses;
26. Grocery stores;
27. Group homes;
28. Heliports;
29. Homes for the homeless (emergency shelters);
30. Hotels, motels;
31. Kennels;
32. Manufactured home (mobile) sales;
33. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents, and public health facilities;
34. Nurseries;
35. Offices, general and professional;
36. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
37. Pawn shops;
38. Personal service shops;
39. Pet supplies;
40. Plumbing, welding, electrical supply, service shops, and fabrication shops;
41. Printing and newspaper houses;
42. Public utility and public service installations and facilities, including repair and storage facilities;
43. Radio and television stations, including transmitting and receiving towers;
44. Recreation centers, restaurants, cafes, coffee shops, and retail business;
45. Retail businesses;
46. Sale barns;
47. Trade or business schools;
48. Transportation depots;
49. Truck/car stops;
50. Warehouses, indoor and outdoor storage.
51. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code;
52. Neighborhood assembly uses;
53. Regional assembly uses;
54. Branch community facilities;
55. Neighborhood grocery.

## SECTION 2:

That Section 17.76.040 of the Casper Municipal Code is hereby amended to remove the strikethrough text, and renumber the section as follows:

17.76.040 - Conditional uses.

The following are conditional uses in the C-4 district:

- A. ~~Gaming/gambling; provided said use is located in excess of three hundred feet from any school or church use;~~
- B.A. Parking lots;
- C.B. Recycling businesses;
- D.C. Other compatible uses, as determined by the commission.

SECTION 3:

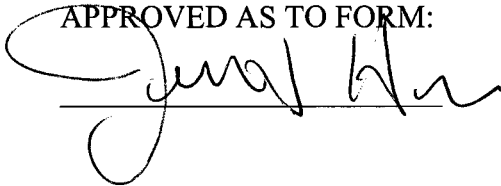
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1<sup>st</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020,

PASSED ON 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020,

PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

March 24, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Public Hearing for Consideration of an Annexation and Plat Creating the Sontrust No. 1 Addition to the City of Casper, and zoning said Addition as R-3 (One to Four Unit Residential)

Meeting Type & Date:

Regular Council Meeting, April 7, 2020

Action Type:

Public Hearing and first reading on an Ordinance

Recommendation:

That Council, by ordinance, approve an annexation and a plat creating the Sontrust No. 1 Addition to the City of Casper; the associated Subdivision Agreement, and the zoning of said Addition as R-3 (One to Four Unit Residential) with the following two (2) conditions as recommended by staff and the Planning and Zoning Commission:

1. At such time as required by the City, the applicant/owner shall participate financially, on a proportionate basis, to complete City of Casper standard street improvements along the Allendale Boulevard street frontage of the Sontrust No. 1 Addition.
2. At the time that Lot 2 is developed, Owner shall install curb gutter, sidewalk and ADA ramp(s) along the East 27<sup>th</sup> Street frontage of the property.

Summary:

Application has been made for an annexation, plat and zoning to create the Sontrust No. 1 Addition to the City of Casper. The subject property encompasses approximately 12,700 square feet, is contiguous with the City limits on its east side, and is an irregular-shaped property with three (3) public street frontages. The property is currently occupied by multiple structures that are proposed to be torn down by the applicant. Land uses in the surrounding area include multifamily residential, single-family residential, and light industrial. The area is located within the City of Casper's Urban Growth Boundary, and is therefore, appropriate for annexation, and the provision of City services.

The proposed plat is creating two (2) lots at this time. The applicant has stated that further subdivisions of the property are likely in the future, once construction plans have been finalized. Both proposed lots exceed the minimum 4,000 square foot minimum lot size requirement.

The applicant has requested R-3 (One to Four Unit Residential) zoning, which is consistent with the surrounding zoning in the immediate area. The applicant's stated plans for the property are to construct residential structures, either single-family or twinhomes. The R-3 (One to Four Unit Residential) zoning of the property would allow for up to four (4) dwelling units per lot, maximum.

Section 17.12.170 of the Casper Municipal Code requires that staff review all zoning requests in context with the approved Comprehensive Land Use Plan, and staff is required to provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as a "Neighborhood 2." The Neighborhood 2 designation anticipates single and multifamily residential development; therefore, the proposed R-3 (One to Four Unit Residential) zoning is a good fit for the area.

The proposed R-3 (One to Four Unit Residential) zoning district allows, as permitted uses, by right, any and all of the following:

- A. Conventional site-build single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Conventional site-built and modular two-family dwellings;
- C. Conventional site-built and modular multifamily dwellings consisting of not over four individual dwelling units;
- D. Conventional site-built and modular condominiums for residential use consisting of not over four individual dwelling units;
- E. Conventional site-built and modular townhomes for residential use consisting of not over four individual dwelling units;
- F. Day-care, adult;
- G. Family child care home;
- H. Reserved;
- I. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- J. Schools, public, parochial, and private elementary, junior and senior high;
- K. Neighborhood assembly uses;

- L. Branch community facilities;
- M. Neighborhood grocery;
- N. Group home;
- O. Church.

The Planning and Zoning Commission voted unanimously to support the annexation, plat and zoning after a public hearing on February 20, 2020. There were no public comments at the meeting; however, there was one letter of opposition submitted prior to the meeting, citing concerns about the type of structures that may be built on the property. A notice of public hearing 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).

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations, plats and zoning applications.

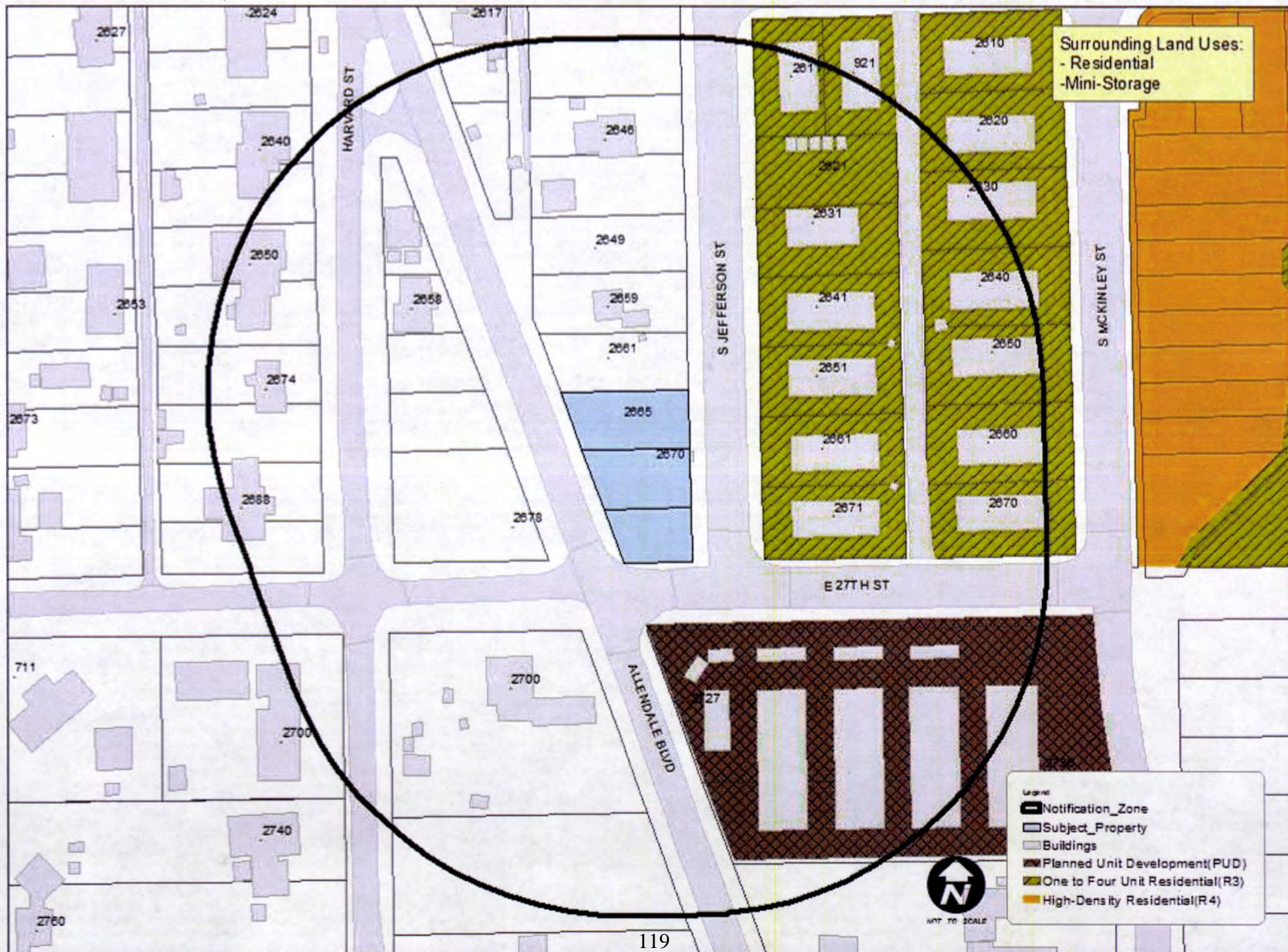
Attachments:

Ordinance  
Location Map  
Zoning Map  
Plat  
Subdivision Agreement

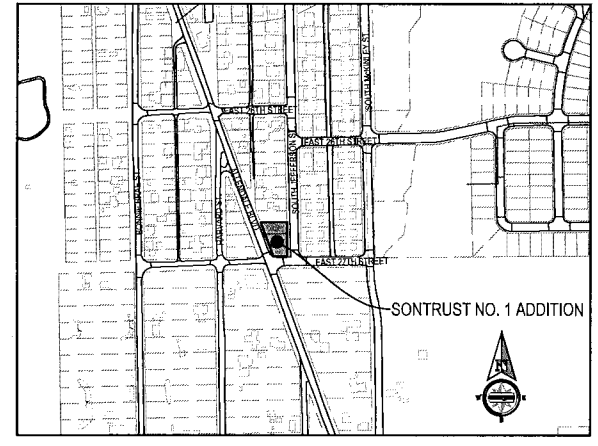
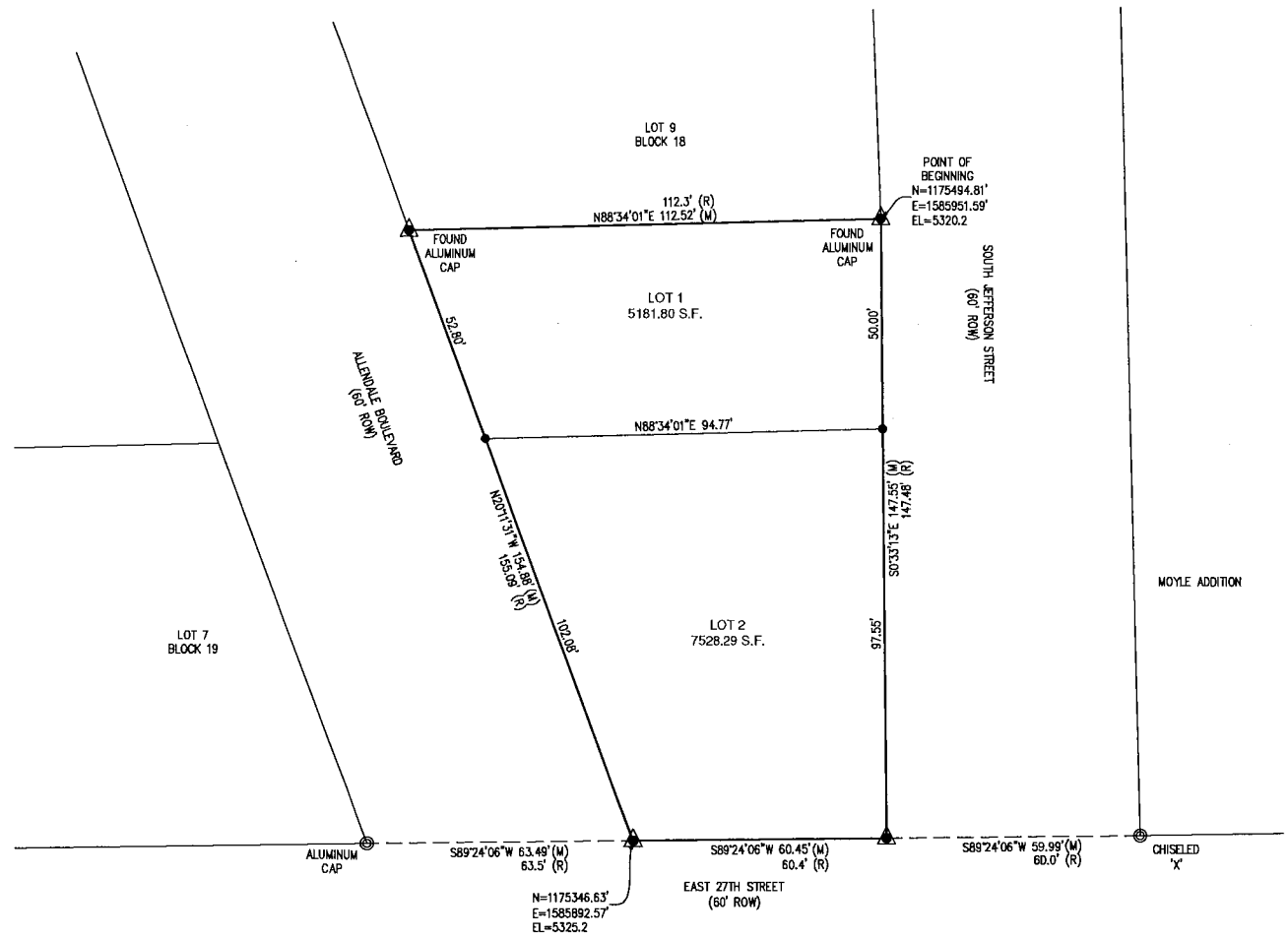
# Proposed Annexation and Replat, Sontrust No. 1 Addition



# Proposed Annexation Sontrust No. 1 Addition



M:\\_Land 2020\Surveying\20-118 Trinity Construction\Survey Plats\SONTRUST NO.1 ADD.dwg, 1/21/2020, BH



VICINITY MAP  
NO SCALE

**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, SONTRUST DEVELOPMENT, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND KNOWN AS LOTS 6, 7 & 8, BLOCK 18, COUNTRY CLUB ADDITION, SITUATE WITHIN THE SW1/4 OF SECTION 15, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL AND OF SAID LOT 6, BLOCK 18, COUNTRY CLUB ADDITION, ALSO BEING THE SOUTHEAST CORNER OF LDT 9, BLOCK 18 AND THE POINT OF BEGINNING, MONUMENTED BY A BRASS CAP;

THENCE S00°33'13"E, ALONG THE EAST LINE OF SAID LOTS 6, 7 & 8, BLOCK 18, COUNTRY CLUB ADDITION AND THE WEST LINE OF SOUTH JEFFERSON STREET, A DISTANCE OF 147.55 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 6, MONUMENTED BY A BRASS CAP;

THENCE S88°24'06"W, ALONG THE SOUTH LINE OF THE PARCEL AND SAID LOT 6, BLOCK 18, AND THE NORTH LINE OF EAST 27TH STREET, A DISTANCE OF 60.45 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND OF SAID LOT 6, BLOCK 18, MONUMENTED BY A BRASS CAP;

THENCE N20°11'31"W, ALONG THE WEST LINE OF THE PARCEL AND OF SAID LOTS 6, 7 & 8, BLOCK 18, AND THE EAST LINE OF ALLENDALE BOULEVARD, A DISTANCE OF 154.88 FEET TO THE NORTHWEST CORNER OF THE PARCEL AND SAID LOT 8, BLOCK 18, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 18, MONUMENTED BY A BRASS CAP;

THENCE N88°34'01"E, ALONG THE NORTH LINE OF THE PARCEL AND SAID LOT 8, BLOCK 18, ALSO THE SOUTH LINE OF SAID LOT 9, BLOCK 18, A DISTANCE OF 112.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.29 ACRES, (12,710.09 S.F.) MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "SONTRUST NO. 1 ADDITION" ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

SONTRUST DEVELOPMENT, LLC  
1927 RUSTIC RIDGE DR.  
CASPER, WYOMING 82609

TIMOTHY KOSLOWSKI - MANAGING MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TIMOTHY KOSLOWSKI, MANAGING MEMBER OF SONTRUST DEVELOPMENT, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_, DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
CITY SURVEYOR

**NOTES**

- 1. ERROR OF CLOSURE EXCEEDS 1:105,384.
- 2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
- 3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°41'35.785", AND THE COMBINED FACTOR IS 0.9997706.
- 4. ALL DISTANCES ARE GROUND.
- 5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JANUARY, 2020, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

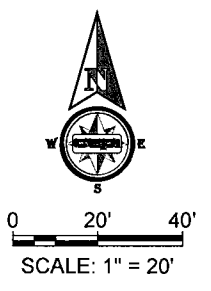
WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

A VACATION, ANNEXATION AND REPLAT OF  
LOTS 6, 7 & 8, BLOCK 18  
COUNTRY CLUB ADDITION  
AS

**SONTRUST NO. 1 ADDITION**

AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE SW1/4  
OF SECTION 15, T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY WYOMING  
JANUARY, 2020



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

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



**SONTRUST NO. 1 ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Sontrust Development, LLC 1927 Rustic Drive, Casper, Wyoming 82609 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex and plat the proposed Sontrust No. 1 Addition, comprising 0.29-acres, more or less, located at 2665 Allendale Boulevard.
- C. A plat of Sontrust No. 1 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

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

## 2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

## 2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

#### 2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

#### 2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

#### 2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

## 2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

## 2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. At such time as required by the City, Owner shall participate financially, on a proportionate basis, to complete City of Casper standard street improvements along the Allendale Boulevard street frontage of the Sontrust No. 1 Addition.
- b. At the time that Lot 2 is developed, Owner shall install curb gutter, sidewalk and ADA ramp(s) along the East 27<sup>th</sup> Street frontage of the property.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

## SECTION 4 - REMEDIES

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

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

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

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.



- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Sontrust Development, LLC  
1927 Rustic Drive  
Casper, WY 82609

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS:

OWNER  
Sontrust Development, LLC

By: Dee Hardy

By: 

Printed Name: Dee Hardy

Printed Name: Timothy P. Koslosky

Title: Notary

Title: President

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

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

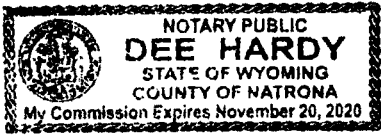
\_\_\_\_\_  
Title (and Rank)

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 27<sup>th</sup> day of March, 2020, by Timothy A. Koslowsky as the \_\_\_\_\_ of Sontrust Development, LLC.

(Seal, if any)



Dee Hardy  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: 11/20/20]

ORDINANCE NO. 7-20

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND SUBDIVISION AGREEMENT FOR THE SONTRUST NO. 1 ADDITION TO THE CITY OF CASPER; AND ZONING SAID ADDITION R-3 (ONE TO FOUR UNIT RESIDENTIAL)

WHEREAS, Sontrust Development, LLC has applied to annex and plat a 12,700 square foot parcel, located at 2665 Allendale Boulevard, to create the Sontrust No. 1 Addition Subdivision in a portion of the SW1/4SW1/4 of Section 15, T.33N., R.79W., 6<sup>th</sup> P.M., Natrona County Wyoming; and,

WHEREAS, the applicant has applied for R-3 (One to Four Unit Residential) zoning of said Sontrust No. 1 Addition; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Sontrust No. 1 Addition, and the zoning of the same as R-3 (One to Four Unit Residential) following a public hearing on February 20, 2020.

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

SECTION 1:

The annexation of the Sontrust No. 1 Addition, as described above, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat of the Sontrust No. 1 Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Sontrust Development, LLC is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:

The Sontrust No. 1 Addition is hereby zoned R-3 (One to Four Unit Residential).

SECTION 5:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 6:

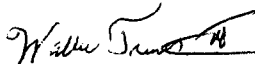
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

March 11, 2020

MEMO TO: J. Carter Napier, City Manager JCN  
FROM: Andrew Beamer, P.E., Public Services Director  
SUBJECT: Ordinance Creating Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements

Meeting Type & Date:

April 7, 2020  
Council Meeting

Action Type:

Ordinance

Recommendation:

That Council, by ordinance, conduct a Public Hearing and 1<sup>st</sup> Reading to create Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements.

Summary:

A property owner at the intersection of Arrowhead Road and Jade Avenue has requested that the City create a Local Assessment District (LAD) to, in essence, make a street improvement that was to have been made decades ago. The area was originally platted in the 1970's, with the requirement that the developer construct all street improvements. For the most part, these improvements were constructed with the exception of the intersection of Arrowhead Road and Jade Avenue which remains gravel.

As the developer of the subdivision is no longer viable, the burden to make the improvements now lies with the adjacent property owners. The City of Casper Engineering Division has estimated the cost to make these improvements to be close to \$220,000. This cost includes an engineering consultant to design and provide construction administration services, as well as the cost for a contractor to construct the improvements. The property owner is requesting that the City provide in-house engineering and construction services, and that the property owners only be liable for actual out-of-pocket expenses. The property owner is also requesting that the LAD be established so that the assessments are spread out over ten (10) equal annual installments at the interest rate of three percent (3%). If Council agrees to this proposal, the Engineering Division estimates the out-of-pocket expenses to be approximately \$72,220.

Wyoming Statutes (W.S.) govern the process for a city to follow to create a local improvement district. A city has the authority to provide for the making and maintenance of local improvements and to levy and collect a special assessment on the property specially benefited to pay all or part of the cost of the improvement. Casper Municipal Code refers to the local improvement process as "Local Assessment Districts (LADs)."

General Powers and Duties Overview:

The Casper City Council (Council) may order any improvement and determine its character, kind and extent. If the improvement is paving, it shall designate the kinds of pavement to be used. It shall provide for the maintenance of an improvement for a specified period not to exceed five (5) years and include the cost of that maintenance in the assessment for making the improvements. Council shall levy and collect an assessment upon all lots, parts of lots, and parcels of land, specially benefitted by the improvements, to defray all or any part of the cost and expense, and to determine which lots, parts of lots, and parcels of land are specially benefitted by the improvements and the amount each is benefitted.

Process

**Resolution of Intention to Create an LAD** – W.S. §§ 15-6-201 through 15-6-202. Any improvement may be initiated directly by Council by resolution declaring its intention to make improvements

**Notice by Publication and Mailing** - W.S. § 15-6-202(d) and (e). Fifteen (15) days prior to the public hearing, the resolution must be published at least once in the newspaper.

In addition to the publication, a copy of the resolution of intention shall be mailed, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of record of the property within the proposed district.

**Objections and Authority to Act** – W.S. §§ 15-6-203 & 204.

- Owners have fifteen (15) days from the publication to file with the city clerk their written objections to the proposed improvement.
- If protests are filed by the legal owners of record of more than one-half (1/2) of the area of the property subject to assessment, the proposed improvements within that district will usually be abandoned. However, W.S. §15-6-205 provides for an exception if the improvement proposed is to a street and not more than two (2) blocks remain unimproved in the street between improvements already made or proposed to be made; in such event, “the governing body on its own motion may cause the intervening or unimproved part to be improved. The improvement of that part shall not be stayed, defeated or prevented by any remonstrance or other objection, unless the governing body considers the remonstrance or objection proper to stay or prevent the improvement.”

**Public Hearing & Ordinance Ordering Improvement** – W.S. § 15-6-206. Upon the hearing of the resolution of intention, if Council decides to proceed with the improvement, it shall pass an ordinance. After Council passes the ordinance, the City Engineer shall prepare and file with the city clerk plans and specifications which shall show in detail the work to be done, the quantities of material to be handled, and the estimated cost of the improvements. Council shall approve the plans and specifications by motion or resolution.

The improvements may be made under contract, or as a part of a contract, publicly let by the city in the manner provided in this section and W.S. § 15-6-302 (Bidding Requirements), or the city



may make the improvements with its own equipment, labor and materials, without contract, or any combination of methods may be followed.

Financial Consideration

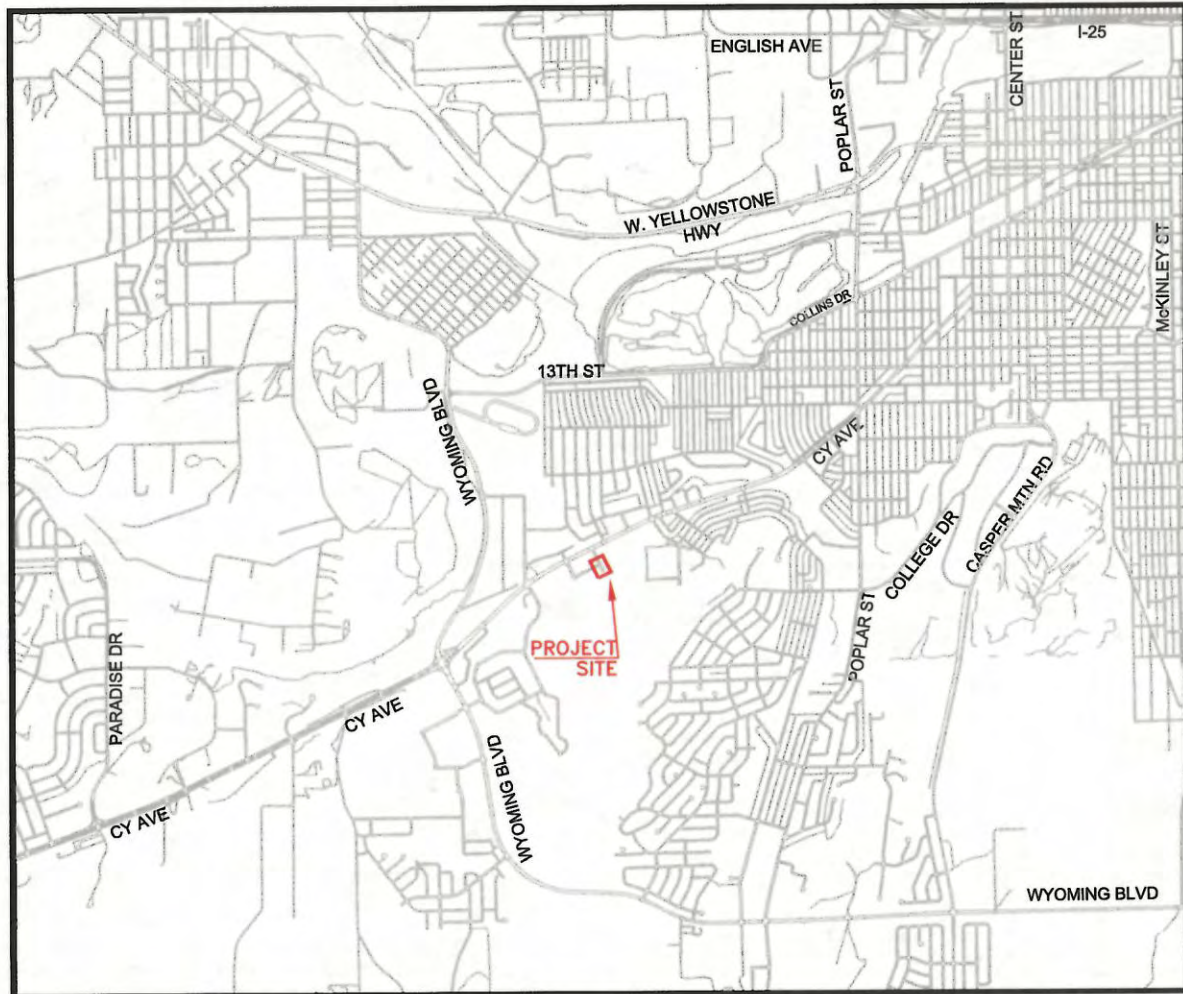
Because the City would be providing the labor and heavy equipment and the potential cost to the City is estimated to be approximately \$95,000 in wages and depreciation, the owners would contribute approximately \$18,055 each, thus the cost of the project, without profit, is estimated at approximately \$167,220.

Oversight/Project Responsibility

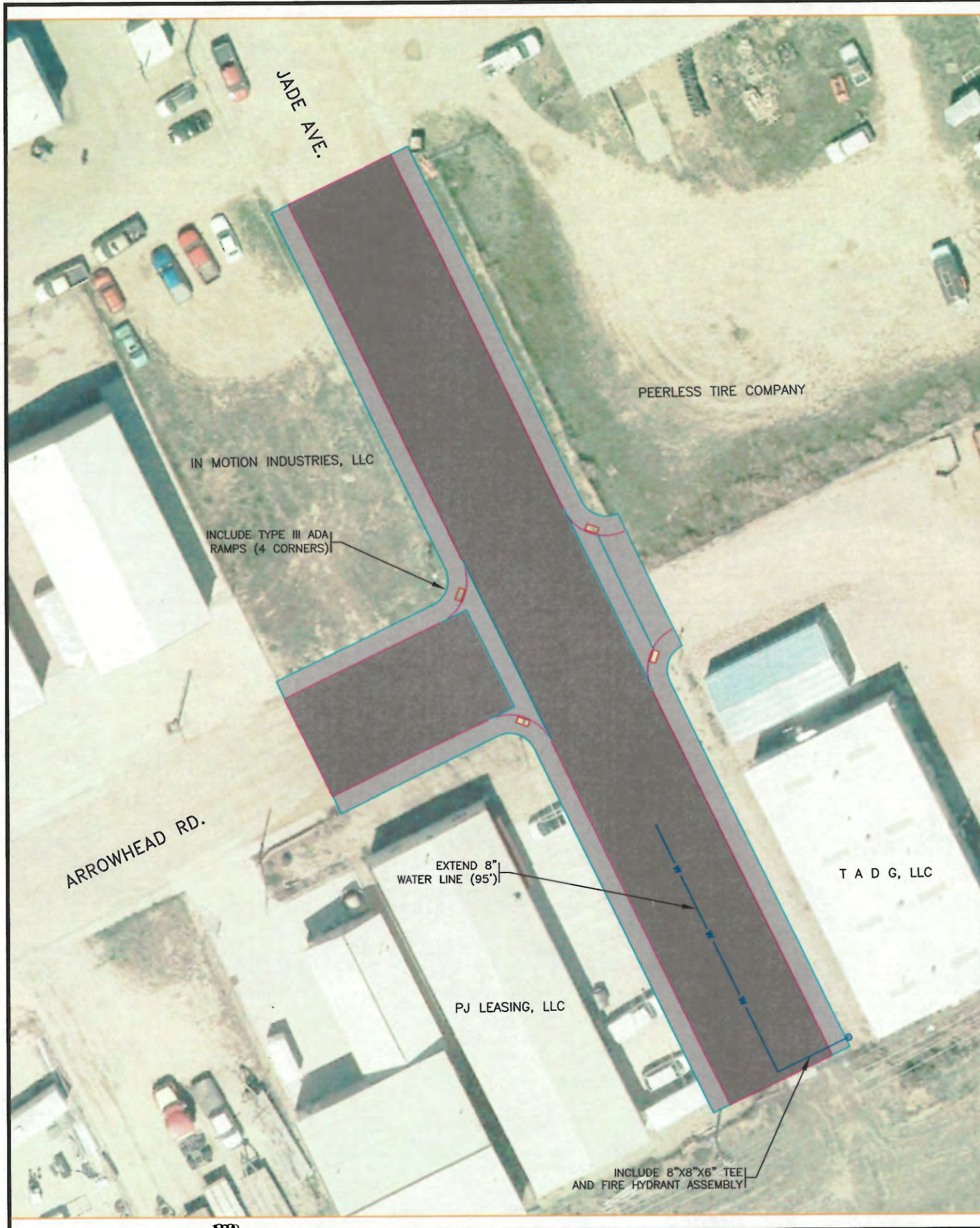
Andrew Beamer, P.E., Public Services Director

Attachments

Ordinance



**VICINITY MAP - WEST CASPER**  
SCALE: 1" = 4000'



Sheet Title

**PRELIMINARY SITE PLAN  
ARROWHEAD RD. LAD  
ARROWHEAD & JADE**



THIS DRAWING IS SET UP FOR PRINTING & SCALING ON 11"x17" PAPER SIZE ONLY.

No.	Revision/Issue	Date
AB	As-Built Drawings	9/10/18

**CITY OF CASPER ENGINEERING**  
200 N. DAVID  
CASPER, WY  
82601

**2019 ARROWHEAD ROAD LAD**  
  
CASPER, WY  
PROJECT NO. 19-XXX

Date	10/31/19	Sheet	<b>SP</b>
Drawn	SRB		
Scale	1" = 40'		

ORDINANCE NO.8-20

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 157 (HEREINAFTER CALLED THE "DISTRICT"); ORDERING THE CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

WHEREAS, pursuant to Chapter 6, Title 15, Wyoming Statutes, 1977, as amended, on the 3<sup>rd</sup> day of March, 2020, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a resolution declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 157, to authorize the construction of certain local improvements therein, and to assess the cost or portion thereof of the local improvements on the property benefited thereby; and,

WHEREAS, said resolution was duly mailed and published as a notice, affidavits of such mailing and publication being now on file in the Office of the City Clerk; and,

WHEREAS, in response to said notice, no written remonstrances were filed against the proposed improvements; and,

WHEREAS, a public hearing shall be held on the first reading of this ordinance, April 7<sup>th</sup>, 2020.

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

Section 1. Creation of District.

That there be, and there hereby is created and established within the corporate limits of the City of Casper, Wyoming, a local improvement district for the purpose of making certain local improvements consisting of asphaltic concrete pavement, combined curb, gutter, and sidewalk (hereinafter called "curbwalk"), valley gutters, and work incidental thereto, on the streets and intersections hereinafter designated, and, to assess the cost thereof (except as hereinafter provided) on the property benefited thereby and included within the Local Assessment District herein described.

Section 2. Name of District.

The Council has determined and does hereby determine that:

--1--

- A. The Local Assessment District herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 157";

Section 3. Location of Asphaltic Concrete, Curbwalk, Water Line, Storm Drainage Line, and Sanitary Sewer Line Improvements.

The City hereby establishes infrastructure improvements for the following named streets and intersections within the District, as such as set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as shown in more detail in said preliminary plans, as follows:

**LOCATION OF STREET PAVING, CURBALK, AND VALLEY GUTTER IMPROVEMENTS**

	<u>STREET</u>	<u>WIDTH</u>	<u>PROPOSED IMPROVEMENT</u>
1.	Arrowhead Road	36.0'	Asphaltic Concrete Pavement
2.	Jade Avenue	36.0'	Asphaltic Concrete Pavement

Section 4. Description of Paving Improvements.

The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:

- A. All streets as denoted in Section 3 shall include installation of a sub-base aggregate base course, a plant mix bituminous base, tack coat, and a plant mix pavement surface course, in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Description of Curbwalk and Valley Gutter Improvements.

Curbwalk and valley gutter improvements shall consist of Portland Cement concrete in accordance with approved City Standards. The construction of curbwalk and valley gutter shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 6. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Jimsville Addition	Lot 22, Block B;
Divide Addition	Lots 1, Block C; Lot 9, Block D;
E D C Addition	Block A, excluding 135 square foot parcel in northwest corner

Section 7. Estimated Costs.

The City of Casper has agreed to design the improvements in-house. With the exception of the installation of curbside, city crews will construct the remainder of the improvements. The properties will be assessed the full cost for a contractor to install the curbside and only the material cost for the remainder of the improvements.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated contract price for installation of curbside is \$ 37,500.
2. The estimated material cost of the remainder of the improvements is \$ 34,720.
3. The estimated total cost of the total improvement project is \$ 72,220.
4. The estimated assessable costs for each foot of frontage are as follows:
  - a. All Improvements \$96.29 per lineal foot.
5. The estimated project cost of the Local Assessment District is \$72,220 which includes all improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) of the aforesaid curbside estimate of the contract price unless approved by the property owners, subject to a special assessment.

Section 8. Direction to Engineer to Proceed.

The City Engineer is hereby directed and authorized, immediately upon the passage of this Ordinance, to prepare and file with the City Clerk final plans, specifications, and the estimated cost of said improvements, which plans, specifications, and estimated cost shall show in detail the work to be done, the quantities of materials to be handled and the estimated cost of said improvements, which plans, specifications, and estimated cost shall be hereafter approved by the Council, by resolution.

It is hereby determined and ordered, that such improvements shall be made as soon as practical. Immediately after the approval of said plans and specifications, the City Clerk shall call for bids for the making of said improvements, by publishing notice in at least one issue of a newspaper published and of general circulation within the City of Casper, which notice shall be substantially in agreement with the provisions of Wyoming Statutes, 1977, as amended, and this Ordinance.

Section 9. Maintenance of Improvements.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

Section 10. Ratification.

All action heretofore taken by the City and officers thereof, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 157, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

Section 11. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 12. Repealer.

All orders, bylaws, resolutions, and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13. Authorization of Officers and Employees.

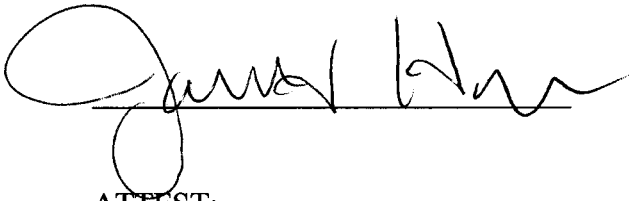
The officers and employees of the City are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

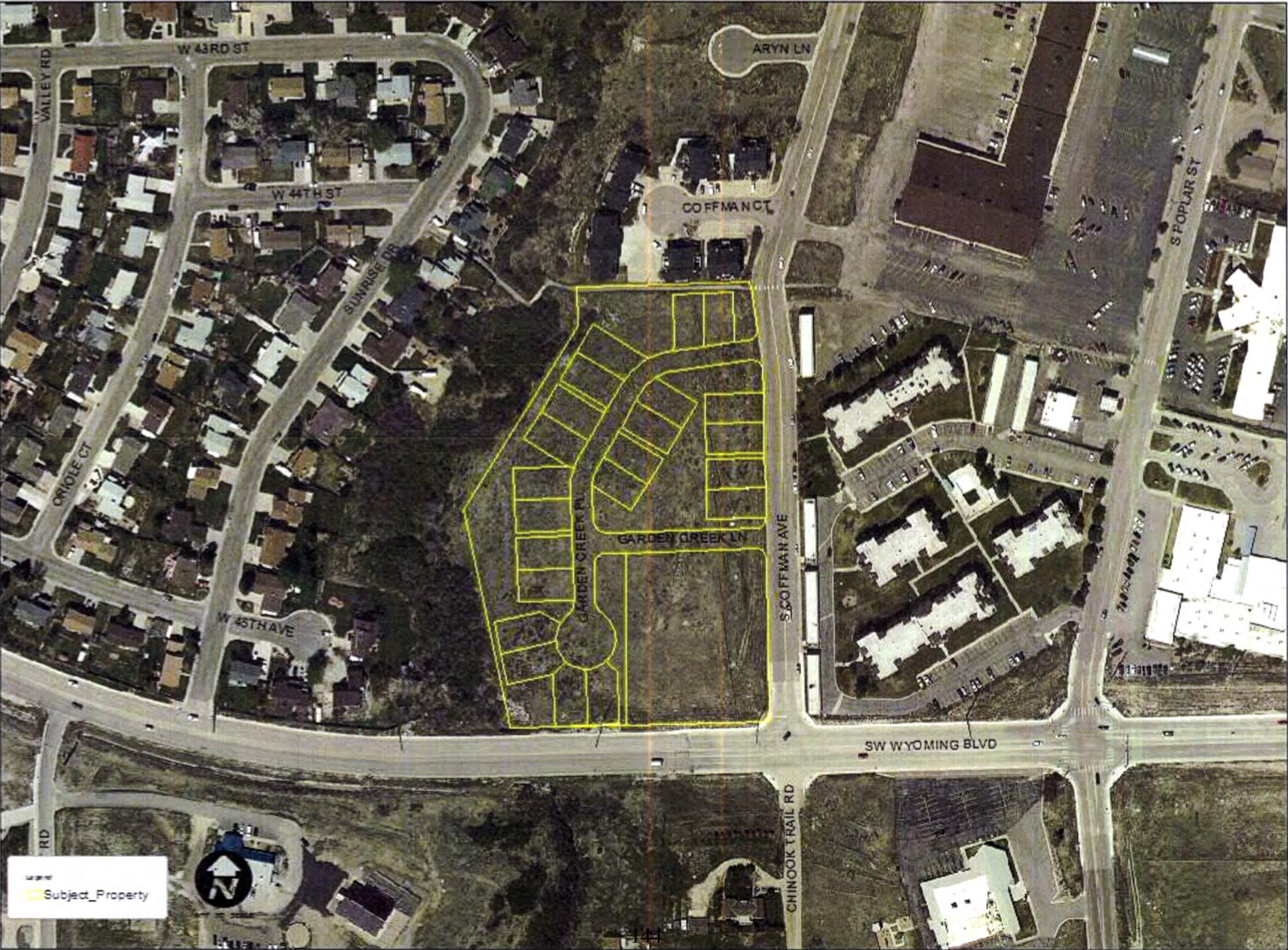
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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

# Garden Creek Square Addition No. 2





**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, JGV, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND CURRENTLY KNOWN AS GARDEN CREEK SQUARE ADDITION, RECORDED DECEMBER 7, 1999 AS INSTRUMENT NO. 645941 SITUATE IN THE SE1/4 SW1/4 OF SECTION 20, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL AND GARDEN CREEK SQUARE ADDITION, LOCATED ON THE WEST LINE OF COFFMAN AVENUE, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE, THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 06°35'22", A DISTANCE OF 6.90 FEET, HAVING A CHORD BEARING OF S09°24'18"E, A DISTANCE OF 6.90 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S07°41'43"E, ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE, A DISTANCE OF 143.59 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE S01°16'10"E, ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE, A DISTANCE OF 585.96 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE S43°37'22"W, ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE, A DISTANCE OF 19.84 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, LOCATED ON THE NORTH LINE OF WYOMING BOULEVARD, MONUMENTED BY A BRASS CAP;

THENCE S88°30'55"W, ALONG THE SOUTH LINE OF SAID ADDITION AND THE NORTH LINE OF WYOMING BOULEVARD, A DISTANCE OF 428.81 FEET TO THE SOUTHWEST CORNER OF SAID ADDITION AND THE SOUTHEAST CORNER OF THE CITY OF CASPER PARK AREA, MONUMENTED BY A BRASS CAP;

THENCE N11°59'18"W, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 381.24 FEET TO AN ANGLE POINT MONUMENTED BY A BRASS CAP;

THENCE N31°50'12"E, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 369.84 FEET, TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N02°17'45"W, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 66.71 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N88°44'20"E, ALONG THE NORTH LINE OF SAID ADDITION AND THE SOUTH LINE OF THE GARDEN CREEK VILLAGE ADDITION, A DISTANCE OF 295.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 7.49 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "GARDEN CREEK SQUARE ADDITION NO. 2" AND THE OWNERS 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 AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AND "DRAINAGE & PEDESTRIAN WAY EASEMENT" AND "20' DRAINAGE & ACCESS EASEMENT" AS SHOWN ON THIS PLAT. THE AREAS DESIGNATED AS "12' DRAINAGE & PEDESTRIAN WAY EASEMENT" AND "20' DRAINAGE & ACCESS EASEMENT" ARE DEDICATED TO THE USE OF THE PUBLIC AS AN ACCESS TO THE EXISTING OPEN SPACE ALONG GARDEN CREEK. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

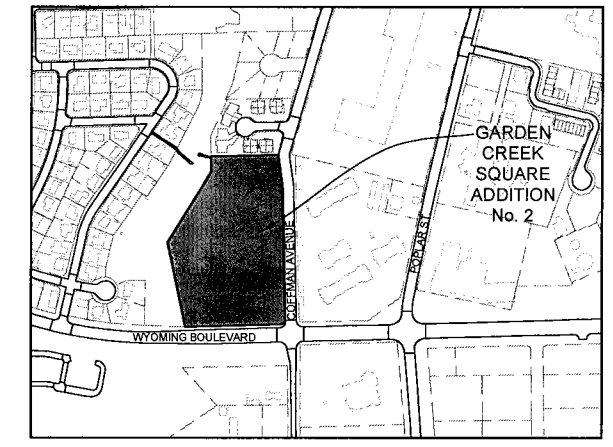
J.G.V., LLC  
222 WEST B STREET, #101  
CASPER, WY 82601

LAUREL LUNSTRUM - MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LAUREL LUNSTRUM, MANAGING PARTNER OF J.G.V., LLC, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC



VICINITY MAP  
NO SCALE

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_, DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

INSPECTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_ CITY SURVEYOR

**NOTES**

1. ERROR OF CLOSURE EXCEEDS 1:150,631.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'13.2466", AND THE COMBINED FACTOR IS 0.9997633.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_



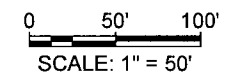
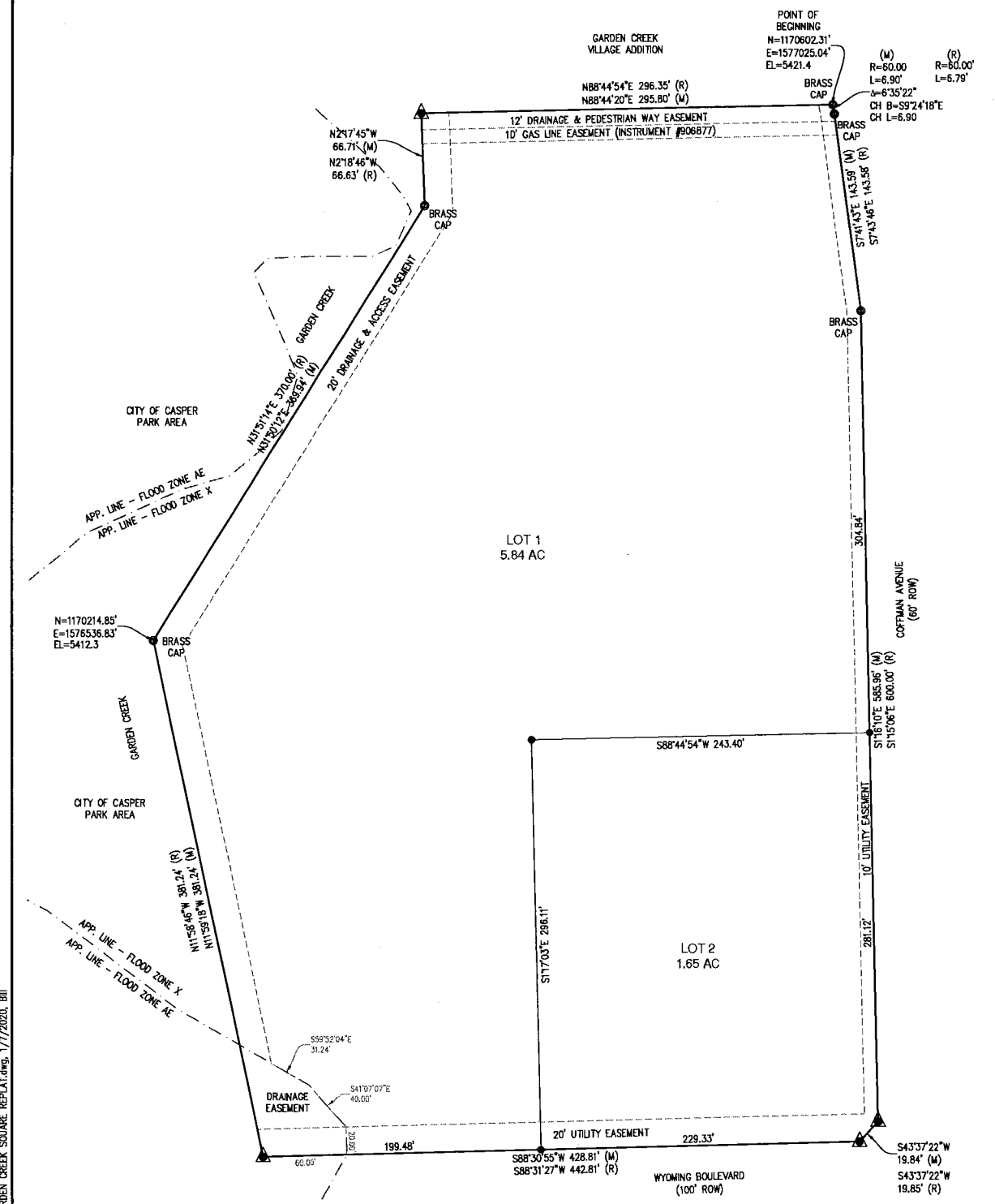
NOTARY PUBLIC

VACATION AND REPLAT OF  
GARDEN CREEK SQUARE ADDITION

AS

**GARDEN CREEK SQUARE ADDITION NO. 2**

AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE SE1/4 SW1/4  
OF SECTION 20 T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY WYOMING  
DECEMBER, 2019



**LEGEND**

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

M:\Land 2019\Engineering\19-047 Mecrowland, Vito, Agus\Survey Plats\GARDEN CREEK SQUARE REPLAT.dwg, 1/7/2020, B11

**GARDEN CREEK SQUARE ADDITION NO. 2  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. J.G.V., LLC, 222 West B Street, #101, Casper, Wyoming 82601 (“Owner”).

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat a portion of Tract F and All of Tract G, H and Lots 1-32, Greenway Park II as, Greenway Park III Addition, and request for rezoning from entirely PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4.
- C. A plat of Greenway Park III Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

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

## 2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

## 2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

#### 2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

#### 2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

#### 2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

## 2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

## 2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. The City of Casper/Garden Creek Plaza LLC Site Plan Agreement, dated August 17, 1999, (Instrument #642080) is hereby rescinded, and of no further force or effect upon the rezoning of the Garden Creek Square Addition No. 2.
- b. The City of Casper/Garden Creek Square Subdivision Agreement dated November 4, 1999, (Instrument #645942) is hereby superseded by the Garden Creek Square No. 2 Subdivision Agreement.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.



## SECTION 4 - REMEDIES

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

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

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

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

- d. **Complete Agreement:** This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. **Amendment:** No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. **Waiver:** Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. **No Third-Party Beneficiary Rights:** The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

J.G.V., LLC  
222 West B Street, #101  
Casper, Wyoming 82601

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

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

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

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS:

OWNER  
J.G.V., LLC

By: Lynne Lovelace

By: Laurel L. Lunstrom

Printed Name: Lynne Lovelace

Printed Name: Laurel L. Lunstrom

Title: member

Title: Managing Partner

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

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

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 6<sup>th</sup> day of February, 2020, by Laurel Lunstrum, Managing Partner of J.G.V., LLC.

(Seal, if any)



Karrie G. Olives  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: March 19, 2020]

ORDINANCE NO. 4-20

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED GARDEN CREEK SQUARE ADDITION NO. 2 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat the Garden Creek Square Addition to create the Garden Creek Square Addition No. 2; and,

WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to R-4 (High Density Residential); and,

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

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

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

WHEREAS, the governing body of the City of Casper finds that the above-described zone change, replat and subdivision agreement should be approved.

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

SECTION 1:

That the above-described zone change is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the 3<sup>rd</sup> day of March, 2020.

PASSED on 2nd reading the 17<sup>th</sup> day of March, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

FEB 25 2020

**Dee Ann Hardy**

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**From:** S. E. Zigliotto <szigliotto@gmail.com>  
**Sent:** Tuesday, February 25, 2020 12:07 PM  
**To:** Dee Ann Hardy  
**Subject:** Comments/Questions for Reading: Garden Creek Square Addition No.2 Concerns  
**Attachments:** garden creek condo proj. 02.25.2020.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello,

I am not able to be in Casper to attend the meeting for March 3rd, so this email contains my concerns/questions I want to be read and addressed at the meeting.

Best Regards,  
S. E. Zigliotto  
4440 S Poplar Unit 104  
Casper, WY 82601  
650.722.1850



FEB 25 2020

March 25, 2020

## **Comments to be read at meeting**

Garden Creek Square Addition No 2 (including zone change)

I am an owner of a condo at the Pine Tree Condominiums directly impacted by this project.

Within the last 2 years, Coffman Street has seen vastly increased traffic congestion becoming a major traffic way. There is no traffic light at the end of Coffman to enter onto WY Blvd. Some of our units do not have garages and park autos on Coffman street. Here are my concerns:

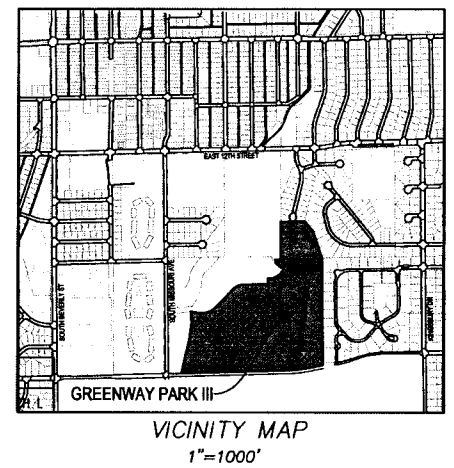
1. TRAFFIC INCREASING – WHAT CONTROLS HAVE BEEN PLANNED
2. LEVEL OF NOISE INCREASE
3. HOW WILL VISITOR PARKING OVERFLOW BE ADDRESSED
4. PEOPLE LEAVING GARBAGE IN OUR BINS
  
5. 5-10 YEARS FROM NOW, WHO WILL CARE FOR THAT PROPERTY
6. HOW WILL CLEANLINESS OF PROPERTY BE ADDRESSED EACH DAY
7. WHO IS APPROVING THE QUALITY OF THE BUILDINGS AS THEY ARE CONSTRUCTED
  
8. \*\*\*\*HOW WILL THE CREEK BRIDGE AND WALKING PATH BE ADDRESSED THAT THE CHILDREN NEED TO CROSS TO WALK TO SCHOOL EACH DAY\*\*\*\*  
(the path and bridge are separating this project from the existing Coffman Ct. condominiums)
  
9. ARE THERE ANY PLANS FOR WALKING PATHS IN THE NEW PLAN

S. E. Zigliotto  
4440 S Poplar St.

# Greenway Park III Addition



CURVE TABLE					CURVE TABLE						
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L	CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C1	25.00'	45.84'	104.30°	S48°18'21"E	35.56'	C23	300.00'	96.33'	11°16'00"	N13°11'17"E	96.17'
C2	25.00'	36.97'	89°18'47"	N38°44'28"E	35.14'	C24	1000.00'	71.05'	4°04'15"	S12°31'17"E	71.03'
C3	160.00'	57.46'	20°34'31"	N25°58'36"E	57.15'	C25	500.00'	46.44'	5°18'17"	N0°50'36"E	46.42'
C4	10.00'	15.73'	80°07'42"	N48°32'11"E	14.16'	C26	1570.00'	57.62'	2°06'58"	S8°38'47"E	57.61'
C5	475.00'	46.57'	8°18'47"	N85°55'47"E	46.51'	C27	25.00'	36.97'	91°36'13"	N45°48'07"E	35.85'
C6	10.00'	8.46'	54°33'28"	N25°38'24"E	8.11'	C28	25.00'	36.95'	83°18'19"	N41°30'10"E	35.23'
C7	125.00'	58.52'	28°49'23"	N37°29'18"E	57.99'	C29	1570.00'	108.75'	3°58'08"	S84°34'36"E	108.73'
C8	20.00'	8.87'	19°40'17"	N18°05'36"E	8.83'	C30	1000.00'	70.07'	4°00'39"	S83°30'36"E	68.99'
C9	180.00'	52.81'	18°54'44"	N22°44'33"E	52.57'	C31	1000.00'	70.00'	4°00'39"	S43°30'12"E	68.99'
C10	20.00'	12.56'	38°02'00"	N11°45'34"E	12.37'	C32	1570.00'	111.35'	4°03'48"	S80°33'40"E	111.32'
C11	475.00'	46.57'	8°18'47"	N85°55'47"E	46.51'	C33	75.00'	86.55'	52°22'12"	N57°07'13"E	86.19'
C12	150.00'	40.27'	30°38'41"	S40°23'18"E	39.32'	C34	75.00'	33.56'	25°38'08"	N18°06'33"E	33.30'
C13	1000.00'	14.78'	0°50'48"	S28°39'10"E	14.78'	C35	825.00'	71.37'	4°57'23"	N2°48'18"E	71.34'
C14	475.00'	20.52'	2°28'31"	S28°10'16"E	20.52'	C36	825.00'	105.25'	7°18'34"	N3°19'40"E	105.19'
C15	25.00'	36.94'	80°22'00"	S41°10'22"E	34.85'	C37	825.00'	108.83'	7°25'35"	N10°14'45"E	108.86'
C16	1000.00'	46.82'	3°36'36"	S24°35'29"E	46.81'	C38	825.00'	34.39'	23°51'17"	N15°36'11"E	34.38'
C17	150.00'	47.59'	18°10'40"	S84°48'27"E	47.39'	C39	130.00'	44.87'	18°41'09"	N65°14'14"E	44.45'
C18	20.00'	8.87'	19°40'17"	N18°05'36"E	8.83'	C40	25.00'	34.04'	78°01'20"	S44°17'39"E	31.47'
C19	500.00'	56.07'	6°28'08"	N28°56'21"E	55.99'	C41	100.00'	168.12'	88°19'30"	N48°31'32"E	146.01'
C20	1000.00'	71.18'	4°04'41"	S20°24'17"E	71.16'	C42	850.00'	37.30'	1°36'17"	N27°22'22"E	37.30'
C21	500.00'	46.33'	10°55'27"	N20°19'07"E	46.19'	C43	850.00'	80.04'	5°25'48"	N35°49'40"E	80.00'
C22	1000.00'	88.95'	3°57'07"	S16°33'58"E	88.84'	C44	150.00'	64.64'	2°41'23"	S12°42'44"E	64.14'



**CERTIFICATE OF DEDICATION**

STATE OF WYOMING } ss  
 COUNTY OF NATRONA }  
 THE UNDERSIGNED, PRESERVE CASPER, LLC AND HAYSTACK PROPERTIES, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCELS OF LAND BEING TRACTS G, H AND LOTS 1 - 32, GREENWAY PARK II ADDITION TO THE CITY OF CASPER, RECORDED APRIL 30, 2009 AS INSTRUMENT NO. 065574, SITUATE IN THE SE1/4, SW1/4 AND THE NW1/4 OF SECTION 14, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C-NW CORNER OF SAID SECTION 14, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N00°41'01"W, ALONG THE WEST LINE OF GREENWAY PARK NO. II ADDITION, A DISTANCE OF 442.62 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N89°19'57"E, ALONG THE NORTH LINE OF GREENWAY PARK NO. II ADDITION AND THE SOUTH LINE OF RUSTIC PINES ADDITION, A DISTANCE OF 280.21 FEET TO THE NORTHEAST CORNER OF THE PARCEL, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S39°41'07"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 150.26 FEET, TO AN ANGLE POINT MONUMENTED BY A BRASS CAP;

THENCE S18°19'26"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 324.71 FEET, TO AN ANGLE POINT ALSO BEING THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S00°45'18"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF RUSTIC RIDGE ADDITION, A DISTANCE OF 1248.17 FEET, TO THE SOUTHWEST CORNER OF TRACT H, GREENWAY PARK NO. II ADDITION, LOCATED ON THE NORTH LINE OF EAST 21st STREET, MONUMENTED BY A BRASS CAP;

THENCE S77°56'09"W, ALONG THE SOUTH LINE OF TRACT H, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21st STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'06", A DISTANCE OF 277.72 FEET, WITH A CHORD BEARING OF S83°35'49"W, A DISTANCE OF 277.35 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP WITNESS CORNER;

THENCE CONTINUING ALONG THE SOUTH LINE OF TRACT G, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21st STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'06", A DISTANCE OF 277.72 FEET, WITH A CHORD BEARING OF S83°35'49"W, A DISTANCE OF 277.35 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S88°25'28"W, CONTINUING ALONG THE SOUTH LINE OF TRACT G, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21st STREET, A DISTANCE OF 1235.84 FEET TO THE SOUTHWEST CORNER OF SAID TRACT G AND THE SOUTHWEST CORNER OF TRACT A, GREENWAY PARK II ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N13°22'57"E, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 397.81 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N08°19'48"E, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 188.20 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N02°44'15"W, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 47.75 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N05°22'34"W, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 92.70 FEET TO THE NORTHWEST CORNER OF SAID TRACT G AND THE NORTHEAST CORNER OF SAID TRACT A, LOCATED ON THE SOUTH LINE OF PINYON PARKWAY, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHEAST DIRECTION ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 06°37'55", A DISTANCE OF 31.25 FEET WITH A CHORD BEARING OF S86°23'58"E, A DISTANCE OF 31.23 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S82°57'09"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 71.85 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 53°24'32", A DISTANCE OF 214.40 FEET WITH A CHORD BEARING OF N70°08'57"E, A DISTANCE OF 206.72 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N43°29'38"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 285.15 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'51", A DISTANCE OF 133.56 FEET WITH A CHORD BEARING OF N66°00'05"E, A DISTANCE OF 130.15 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N88°30'32"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 293.21 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE N00°49'03"W, ACROSS PINYON PARKWAY, A DISTANCE OF 80.01 FEET TO A POINT OF CURVATURE LOCATED ON THE NORTH LINE OF SAID PINYON PARKWAY, MONUMENTED BY A BRASS CAP;

THENCE IN A NORTHEAST DIRECTION, ALONG THE SOUTHEASTERNLY LINE OF TRACT F, GREENWAY PARK II ADDITION, AND A CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 50°22'41", A DISTANCE OF 193.44 FEET, WITH A CHORD BEARING OF N63°08'34"E, A DISTANCE OF 187.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N37°22'22"E, ALONG THE SOUTHEASTERNLY LINE OF SAID TRACT F, A DISTANCE OF 30.16 FEET TO THE SOUTHWEST CORNER OF LOT 1, GREENWAY PARK II ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N52°05'32"W, ALONG THE SOUTHWESTERNLY LINE OF SAID LOT 1, GREENWAY PARK II ADDITION, A DISTANCE OF 121.14 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N01°31'52"W, ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID TRACT F, A DISTANCE OF 36.83 FEET TO THE NORTHWEST CORNER OF THE PARCEL, AND THE NORTHEAST CORNER OF SAID TRACT F, MONUMENTED BY A BRASS CAP;

THENCE N88°18'01"E, ALONG THE NORTH LINE OF GREENWAY PARK II ADDITION, A DISTANCE OF 65.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 40.82 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAN, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "GREENWAY PARK II ADDITION" AND THE OWNERS 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 AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAN. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED,  
 ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020. \_\_\_\_\_ CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020. \_\_\_\_\_ CITY SURVEYOR

**NOTES**

1. ERROR OF CLOSURE EXCEEDS 1:968,711.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, MAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'36.6152", AND THE COMBINED FACTOR IS 0.9997769.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.
6. NO EARTH MOVING ACTIVITIES OR STRUCTURES WILL BE ALLOWED IN THE 55' WIDE NON-DISTURBANCE/BUFFERING AREA LOCATED ALONG THE EAST LINE OF BLOCK 4.

HAYSTACK PROPERTIES, LLC  
 10375 PARK MEADOWS DRIVE  
 LONE TREE, CO 80124

DON BERLAND - MANAGING PARTNER  
 HAYSTACK PROPERTIES, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DON BERLAND, MANAGING PARTNER HAYSTACK PROPERTIES, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

PRESERVE CASPER, LLC  
 10375 PARK MEADOWS DRIVE  
 LONE TREE, CO 80124

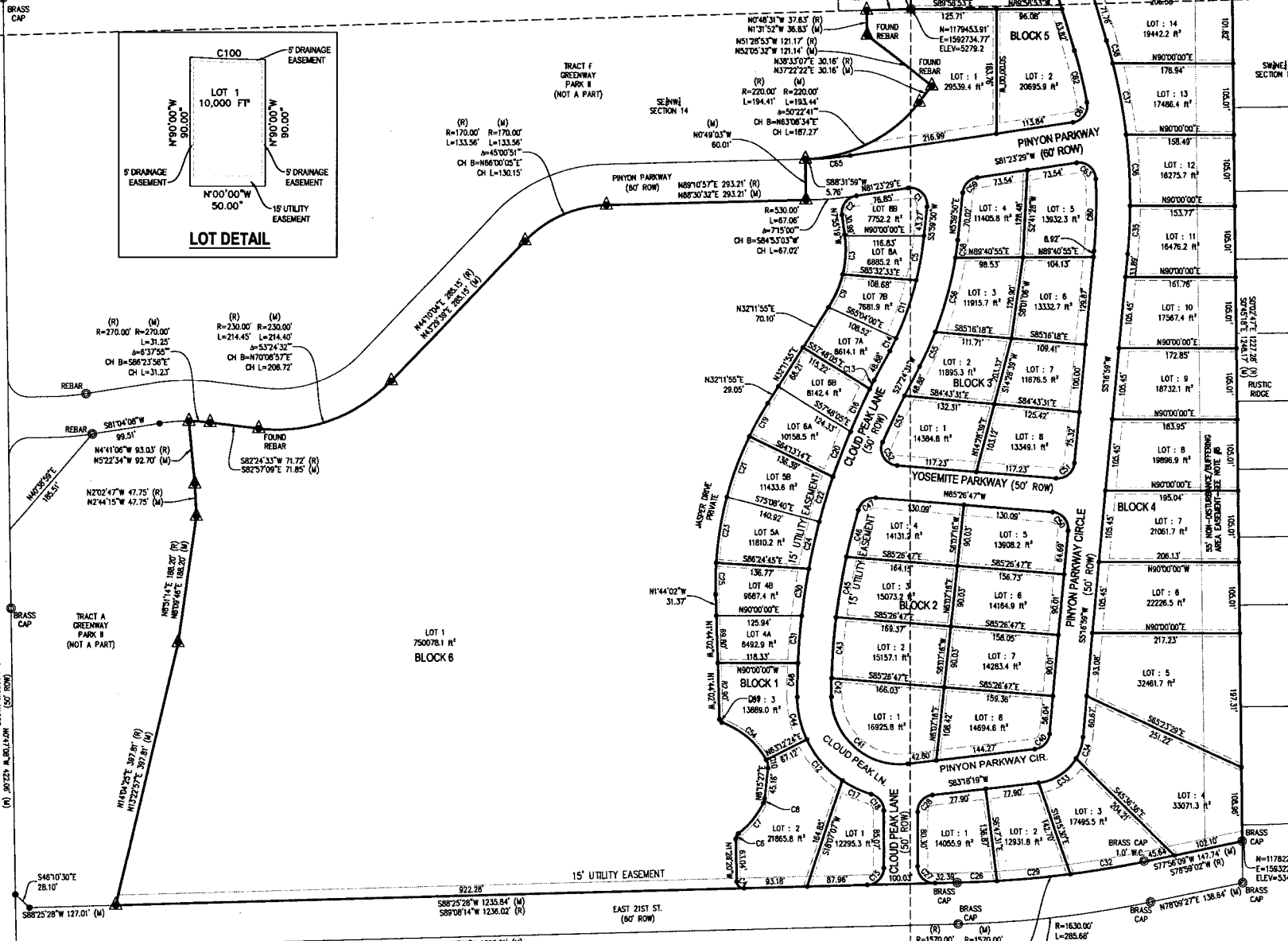
DON BERLAND - MANAGING PARTNER  
 PRESERVE CASPER, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DON BERLAND, MANAGING PARTNER OF PRESERVE CASPER, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

VACATION AND REPLAT OF  
 TRACTS G, H AND LOTS 1 - 32  
 GREENWAY PARK II ADDITION  
 AS  
**GREENWAY PARK III ADDITION**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE SE1/4, SW1/4, NW1/4  
 OF SECTION 14, T.33N., R.79W., 6TH P.M.,  
 NATRONA COUNTY WYOMING  
 DECEMBER, 2019



0 100' 200'  
 SCALE: 1" = 100'

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

**LEGEND**

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

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING } ss  
 COUNTY OF NATRONA }  
 I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAN WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAN, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, MAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC



**GREENWAY PARK III  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Preserve Casper, LLC, 10375 Park Meadows Drive, Lone Tree, Colorado 80124 ("Owner").
3. Haystack Properties, LLC, 10375 Park Meadows Drive, Lone Tree, Colorado 80124 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat a portion of Tract F and All of Tract G, H and Lots 1-32, Greenway Park II as, Greenway Park III Addition, and request for rezoning from entirely PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4.
- C. A plat of Greenway Park III Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

## SECTION 2 - OBLIGATIONS OF OWNER

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

### 2.1 Surveying:

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

### 2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

**2.3 Certification of Construction; Repair Obligations:**

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

**2.4 Underground Utilities and Street Lights:**

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

**2.5 Soils Analysis:**

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

**2.6 Erosion Control Program:**

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.
- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

**2.7 Retaining Walls and Fences:**

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

**2.8 Water and Sewer:**

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by

the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and



sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

**2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:**

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

**2.10 Street and Traffic Signs and Controls:**

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

**2.11 Security Requirements:**

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

**2.12 Record Drawings:**

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc.

shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

**2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:**

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

**2.14 Other Costs in Separate Agreements:**

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

**2.15 Stormwater, Flooding and Letters of Map Revisions:**

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

**SECTION 3 - OBLIGATIONS OF CITY**

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

**SECTION 4 - REMEDIES**

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

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

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

#### SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

- e. **Amendment:** No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. **Waiver:** Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. **No Third-Party Beneficiary Rights:** The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Preserve Casper, LLC &  
Haystack Properties, LLC,  
10375 Park Meadows Drive  
Lone Tree, Colorado 80124

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

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

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

APPROVED AS TO FORM:

Walker Tremont N

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS:

OWNER  
Preserve Casper, LLC

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

By: *[Signature]*

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

Printed Name: Donald B. Berland

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

Title: Manager

WITNESS:

OWNER  
Haystack Properties, LLC

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

By: *[Signature]*

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

Printed Name: Donald B. Berland

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

Title: Manager

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

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

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

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

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

This instrument was acknowledged before me on this 27<sup>th</sup> day of February, 2020, by Don Berland, Managing Partner for Preserve Casper, LLC.

**IRIANA Y. CERVANTES CONTRERAS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20194035633**  
**MY COMMISSION EXPIRES 09/17/2023**

(Seal, if any)

[Signature]  
(Signature of notarial officer)

Notary Public  
Title (and Rank)

[My Commission Expires: 09/17/23]

STATE OF )  
 ) ss.  
COUNTY OF )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Don Berland, Managing Partner for Haystack Properties, LLC.

(Seal, if any)

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

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

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



ORDINANCE NO. 5-20

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED GREENWAY PARK III ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat a portion of Tract F and All of Tract G, H, and Lots 1-32, Greenway Park II as, Greenway Park III Addition; and,

WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) for Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4; and,

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

WHEREAS, this vacation, replatting and rezoning requires approval by ordinance following a public hearing; and,

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

WHEREAS, the governing body of the City of Casper finds that the above-described zone change, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

That the above-described zone change is hereby approved as follows:

- Lot 1, Block 6 – PUD (Planned Unit Development)
- Blocks 1 & 5 – R-3 (One to Four Unit Residential)
- Blocks 2, 3 & 4 – R-2 (One Unit Residential)

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the 3<sup>rd</sup> day of March, 2020.

PASSED on 2nd reading the 17<sup>th</sup> day of March, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

January 10, 2020

MEMO TO: Chairman & Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-20-004-RZ** – Petition to vacate and replat a portion of Tract F and All of Tract G, H and Lots 1-32, Greenway Park II as, Greenway Park III Addition, and request for rezoning from entirely PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4. Said subdivision is located generally north of East 21<sup>st</sup> Street, and east of Missouri Avenue. Applicant: Preserve Casper, LLC.

Recommendation on the replat:

If, after the required public hearing, the Planning and Zoning Commission finds that the requested replat meets the minimum requirements of the Casper Municipal Code, staff would recommend that the Planning and Zoning Commission approve the replat and forward it to the City Council with a “do pass” recommendation.

Recommendation on the zone change:

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

- Lot 1, Block 6 – PUD (Planned Unit Development)
- Blocks 1 & 5 – R-3 (One to Four Unit Residential)
- Blocks 2, 3 & 4 – R-2 (One Unit Residential)

Code Compliance:

Staff has completed all requirements of Section 16.24 and Section 17.12.170 of the Casper Municipal Code pertaining to plats and zone changes, including notification of property owners within three hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. **At the time the staff report was prepared, staff had received three (3) letters of opposition. If any additional comments are received, they will be provided to the Commission at the meeting.**

Summary:

Preserve Casper, LLC has applied to vacate and replat the remaining, undeveloped, third phase of the Greenway Park PUD (Planned Unit Development), and to rezone the area to remove it from the 59-acre Greenway Park PUD (Planned Unit Development). The Greenway Park PUD (Planned Unit Development), also known as "The Preserve" is located north of East 21<sup>st</sup> Street and east of Missouri Avenue. Subsequent to the initial approval of the Greenway Park PUD in 2008, the Phase I site plan was approved in 2009, and the Phase II site plan was approved in 2012. The first two phases of the PUD consist of multifamily apartment buildings, and the final phase was designed as a transition from apartments on the west side, to single-family residential on the east side of the project. The original PUD presented a concept for Phase III, which the developer referred to at the time as "Mansion Homes." Mansion homes were described as multi-family structures, consisting of three (3) dwelling units, and constructed to appear as a large, single-family residential structure. Additionally, the original PUD also provided for 2-6 unit, two-story townhomes in the final phase. To address the transition of more intense land use to the existing single-family homes to the east of Greenway Park, the PUD originally designed a landscaped buffer/separation along the eastern edge of the development, directly adjacent to the Rustic Ridge single-family residential development. The PUD also specified that only single-family residential dwellings would be located in that area.

The Municipal Code allows for a maximum residential density of twenty-four (24) dwelling units per acre for Planned Unit Developments (PUD's), which would have allowed up to 1,400 dwelling units to be constructed in Greenway Park. Although 1,400 dwelling units would have been allowed, the developer requested, and obtained approval for only 429 dwelling units. Out of 429 dwelling units, the first two phases consisted of a total of 368 dwelling units, leaving sixty-one (61) dwelling units remaining for development. This proposal, if approved, will create fifty-four (54) lots, fewer than what is now permitted. Of those fifty-four (54) dwelling units, thirty-five (35) will be zoned R-2 (One Unit Residential). The twenty-two (22) R-3 (One to Four Unit Residential) lots will be located west of the single-family homes. The applicant plans to develop the R-3 (One to Four Unit Residential) lots as attached single-family residential units, otherwise commonly referred to as "twinhomes."

The lot sizes of all proposed lots in Greenway Park III exceed the City's minimum lot size requirement of 4,000 square feet in both the R-2 (One Unit Residential) and R-3 (One to Four Unit Residential) zoning districts. Maximum block lengths comply with the City's regulations with the exception of the areas where existing structures/homes prevent the extension of streets. The Municipal Code does allow for exceptions to the block length standards in those instances.

A traffic study was completed with previous Greenway Park approvals, which, at the time, anticipated more dwelling units than are now being proposed. The traffic study concluded that all intersections within the study area are currently operating at a Level of Service (LOS) of A, and are expected to continue to operate at a LOS of A in the year 2040, following the completion of the development. Furthermore, no warrants for the addition of a traffic signal were met as a result of the development, and no adverse traffic impacts were noted. When the Greenway Park

PUD (Planned Unit Development) was initially approved, a traffic study identified a need for a traffic light at the intersection of East 15<sup>th</sup> Street and South Missouri, which the developer paid for and has been installed.

Previous phases of development within Greenway Park have been contentious with the neighbors to the east. Likewise, staff has been bombarded with neighborhood interest concerning this proposal as well. Most of the neighbors' concerns center around their desire to maintain the views from their properties, looking to the west. Inquiries have been made by some as to whether height limitations could be imposed by the City to ensure their views are maintained. In response, staff has informed the neighbors that it would be improper to impose conditions or restrictions, based on zoning, that are not generally applied across the board to other properties in the City that are zoned the same. Instead, staff has suggested that the neighbors work directly with the developer to determine if there is an opportunity to restrict heights of structures on the properties, through some type of deed restriction, or private view shed "easement." The developer is under no obligation to do so, however, and could decline, or ask the neighbors for some type of financial compensation, or other consideration if desired. It should be noted that there is an estimated fifteen (15) to twenty (20) feet of elevation difference between Rustic Ridge and the location in Greenway Park III where the houses would be constructed. Further, the developer has voluntarily created a fifty-five (55) foot wide no-disturbance area directly adjacent to Rustic Ridge where no structures or grading/dirt work will be permitted.

Section 17.12.170 of the Casper Municipal Code 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 as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as a "Neighborhood 3." Page 4-31 of the Plan provides general characteristics of areas designated as a "Neighborhood 3." Primary land uses expected within this designation include attached, single-and multifamily dwellings, including duplexes, townhomes, and similar dwellings, at higher densities.

The Municipal Code lists the following land uses as being permitted in the proposed R-2 (One Unit Residential) zoning district:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;

- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

The Municipal Code lists the following land uses as being permitted in the proposed R-3 (One to Four Unit Residential) zoning district:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Conventional site-built and modular two-family dwellings;
- C. Conventional site-built and modular multifamily dwellings consisting of not over four individual dwelling units;
- D. Conventional site-built and modular condominiums for residential use consisting of not over four individual dwelling units;
- E. Conventional site-built and modular townhomes for residential use consisting of not over four individual dwelling units;
- F. Day-care, adult;
- G. Family child care home;
- H. Reserved;
- I. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- J. Schools, public, parochial, and private elementary, junior and senior high;
- K. Neighborhood assembly uses;
- L. Branch community facilities;
- M. Neighborhood grocery;
- N. Group home;
- O. Church.

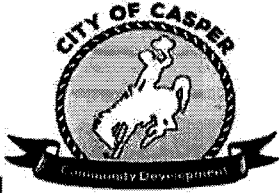
# Greenway Park III Addition



# Greenway Park III Addition







# City of Casper Planning Division

## Zone Change Application

### OWNER/PETITIONER'S INFORMATION:

NAME: Preserve Casper, LLC Haystack Properties, LLC  
 ADDRESS: 10375 Park Meadows Drive, Lone Tree CO, 80124  
 TELEPHONE: 303-721-1981 EMAIL: dherland@berland.cc

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: Greenway Park III Addition  
 STREET ADDRESS: 21st Street & Missouri  
 FROM EXISTING ZONING DISTRICT: PUD  
 TO PROPOSED ZONING DISTRICT: PUD Lot 1, Blk 6 - R-3 Block 1 & 5 R-2 Blocks 2, 3 & 4

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, I (WE) PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):

Develop for residential housing.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

SIGNATURE OF PROPERTY OWNER: [Handwritten Signature]  
 SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_  
 DATE: 12-17-2019

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

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - PROOF OF OWNERSHIP
  - \$750 APPLICATION FEE (NON-REFUNDABLE)

FOR OFFICE USE ONLY:  
 DATE SUBMITTED:  
 REC'D BY: \_\_\_\_\_

CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS  
 COUNTY OF NATRONA }

THE UNDERSIGNED, PRESERVE CASPER, LLC AND HAYSTACK PROPERTIES, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING TRACTS G, H AND LOTS 1 - 32, GREENWAY PARK II ADDITION TO THE CITY OF CASPER, RECORDED APRIL 30, 2009 AS INSTRUMENT NO. 865574, SITUATE IN THE SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> OF SECTION 14, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C-N<sup>1</sup>/<sub>2</sub> CORNER OF SAID SECTION 14, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N00°41'01"W, ALONG THE WEST LINE OF GREENWAY PARK NO. II ADDITION, A DISTANCE OF 442.62 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N89°19'57"E, ALONG THE NORTH LINE OF GREENWAY PARK NO. II ADDITION AND THE SOUTH LINE OF RUSTIC PINES ADDITION, A DISTANCE OF 280.21 FEET TO THE NORTHEAST CORNER OF SAID ADDITION, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S39°41'07"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 150.26 FEET, TO AN ANGLE POINT MONUMENTED BY A BRASS CAP;

THENCE S18°19'26"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 324.71 FEET, TO AN ANGLE POINT ALSO BEING THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S00°45'18"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF RUSTIC RIDGE ADDITION, A DISTANCE OF 1248.17 FEET, TO THE SOUTHEAST CORNER OF TRACT H, GREENWAY PARK NO. II ADDITION, LOCATED ON THE NORTH LINE OF EAST 21<sup>ST</sup> STREET, MONUMENTED BY A BRASS CAP;

THENCE S77°56'09"W, ALONG THE SOUTH LINE OF TRACT H, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21<sup>ST</sup> STREET, A DISTANCE OF 147.74 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP WITNESS CORNER;

THENCE CONTINUING ALONG THE SOUTH LINE OF TRACT G, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21<sup>ST</sup> STREET TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 100°06', A DISTANCE OF 277.72 FEET, WITH A CHORD BEARING OF S83°35'49"W, A DISTANCE OF 277.35 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S88°25'28"W, CONTINUING ALONG THE SOUTH LINE OF TRACT G, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21<sup>ST</sup> STREET, A DISTANCE OF 1235.84 FEET TO THE SOUTHWEST CORNER OF SAID TRACT G AND THE SOUTHEAST CORNER OF TRACT A, GREENWAY PARK II ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N13°22'57"E, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 397.81 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N08°09'46"E, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 188.20 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N02°44'15"W, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 47.75 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N05°22'34"W, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 92.70 FEET TO THE NORTHWEST CORNER OF SAID TRACT G AND THE NORTHEAST CORNER OF SAID TRACT A, LOCATED ON THE SOUTH LINE OF PINYON PARKWAY, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHEAST DIRECTION ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 03°37'52", A DISTANCE OF 31.25 FEET WITH A CHORD BEARING OF S86°23'58"E, A DISTANCE OF 31.23 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S82°57'09"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 71.85 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'51", A DISTANCE OF 133.56 FEET WITH A CHORD BEARING OF N68°00'05"E, A DISTANCE OF 130.15 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N88°30'32"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 293.21 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE N00°49'03"W, ACROSS PINYON PARKWAY, A DISTANCE OF 60.01 FEET TO A POINT OF CURVATURE LOCATED ON THE NORTH LINE OF SAID PINYON PARKWAY, MONUMENTED BY A BRASS CAP;

THENCE IN A NORTHEAST DIRECTION, ALONG THE SOUTHEASTERLY LINE OF TRACT F, GREENWAY PARK II ADDITION AND A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 52°22'41", A DISTANCE OF 193.44 FEET, WITH A CHORD BEARING OF N63°03'54"E, A DISTANCE OF 187.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N37°22'22"E, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT F, A DISTANCE OF 30.16 FEET TO THE SOUTHWEST CORNER OF LOT 1, GREENWAY PARK II ADDITION, MONUMENTED BY A BRASS CAP;

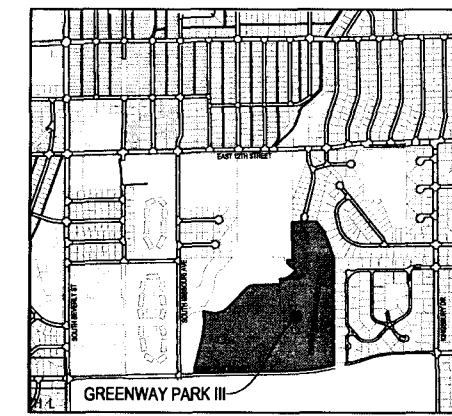
THENCE N52°05'32"W, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, GREENWAY PARK II ADDITION, A DISTANCE OF 121.14 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N01°31'57"W, ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID TRACT F, A DISTANCE OF 36.83 FEET TO THE NORTHWEST CORNER OF THE PARCEL, AND THE NORTHEAST CORNER OF SAID TRACT F, MONUMENTED BY A BRASS CAP;

THENCE N88°18'01"E, ALONG THE NORTH LINE OF GREENWAY PARK II ADDITION, A DISTANCE OF 65.13 FEET TO THE POINT OF BEGINNING.

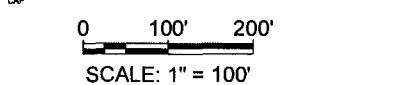
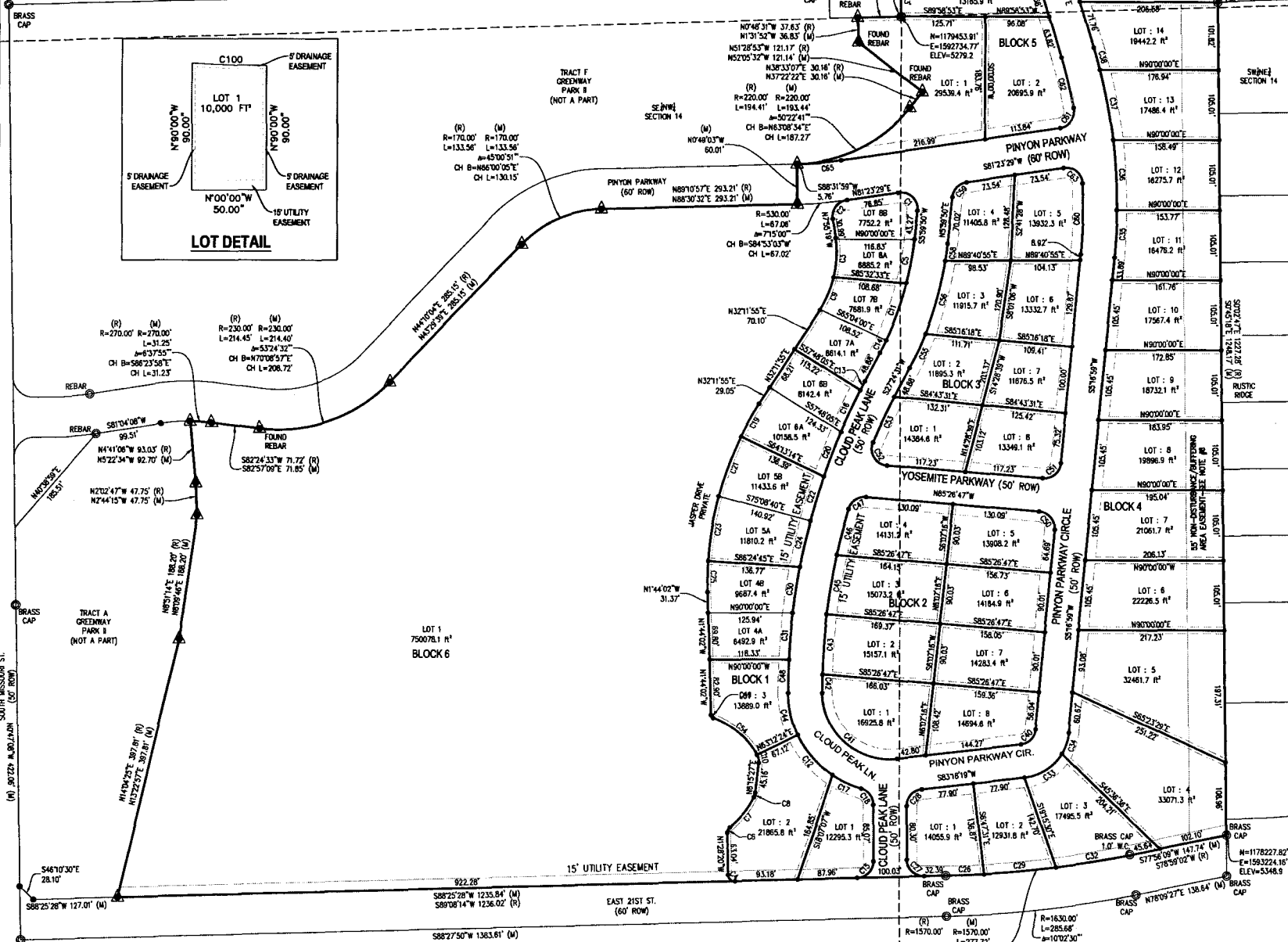
THE ABOVE DESCRIBED PARCEL CONTAINS 40.82 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "GREENWAY PARK II ADDITION" AND THE OWNERS 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 AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.



VICINITY MAP  
 1"=1000'

CURVE TABLE					CURVE TABLE					CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA	CH L	CURVE #	RADIUS	ARC LENGTH	DELTA	CH L	CURVE #	RADIUS	ARC LENGTH	DELTA	CH L
C1	25.00'	45.64'	104°38'21"	36.36'	C23	300.00'	98.33'	116°19'05"	98.17'	C45	850.00'	90.36'	52°28'56"	89.28'04"
C2	25.00'	38.87'	89°18'47"	35.14'	C24	1000.00'	71.05'	4°04'15"	71.03'	C46	850.00'	71.20'	47°17'36"	81°18'23"
C3	180.00'	57.46'	20°34'31"	57.15'	C25	500.00'	46.44'	57°19'17"	46.42'	C47	25.00'	54.08'	78°08'00"	53°30'13"
C4	180.00'	15.73'	80°47'42"	14.18'	C26	1570.00'	57.82'	2°08'00"	57.81'	C48	1000.00'	50.01'	2°34'34"	51°03'54"
C5	475.00'	86.57'	8°08'47"	86.51'	C27	25.00'	36.97'	91°36'13"	36.85'	C49	5.00'	5.96'	86°17'43"	51°02'54"
C6	10.00'	8.46'	54°13'28"	8.11'	C28	25.00'	36.35'	83°19'18"	33.33'	C50	25.00'	36.36'	80°47'42"	54°04'54"
C7	128.00'	58.37'	28°49'23"	57.89'	C29	1570.00'	108.75'	3°28'08"	108.73'	C51	25.00'	38.95'	89°16'41"	54°30'10"
C8	20.00'	8.87'	18°40'17"	8.83'	C30	1000.00'	70.00'	4°00'36"	69.99'	C52	25.00'	47.26'	108°19'28"	83°17'12"
C9	180.00'	32.81'	18°54'44"	32.57'	C31	1000.00'	70.00'	4°00'36"	69.99'	C53	898.58'	75.21'	47°19'25"	82°08'27"
C10	20.00'	12.58'	38°02'02"	12.37'	C32	1570.00'	111.35'	4°03'48"	111.32'	C54	125.00'	87.82'	40°15'07"	84°54'10"
C11	475.00'	81.11'	10°58'24"	81.07'	C33	75.00'	88.55'	52°22'12"	88.19'	C55	325.00'	55.71'	80°47'42"	80°22'07"
C12	130.00'	80.27'	30°38'41"	78.32'	C34	75.00'	33.58'	25°28'08"	33.30'	C56	325.00'	114.12'	12°27'17"	81°58'08"
C13	1000.00'	14.78'	8°58'46"	14.78'	C35	825.00'	71.37'	4°37'23"	71.34'	C57	180.00'	58.74'	18°41'31"	57°28'54"
C14	475.00'	20.52'	22°31'31"	20.52'	C36	825.00'	105.25'	8°19'40"	105.18'	C58	325.00'	28.30'	2°32'30"	82°18'07"
C15	25.00'	38.58'	88°22'33"	34.81'	C37	825.00'	108.93'	7°25'35"	108.88'	C59	25.00'	32.80'	75°23'38"	84°31'38"
C16	1000.00'	88.82'	37°38'31"	88.81'	C38	825.00'	34.39'	27°21'17"	34.38'	C60	775.00'	106.40'	7°51'58"	51°21'00"
C17	150.00'	47.98'	18°18'47"	47.39'	C39	130.00'	44.87'	19°41'10"	44.45'	C61	25.00'	40.31'	82°23'23"	53°01'47"
C18	25.00'	32.24'	72°54'47"	30.80'	C40	25.00'	34.04'	78°01'38"	34.04'	C62	370.00'	78.44'	54°17'50"	51°35'32"
C19	500.00'	58.02'	8°25'00"	58.00'	C41	100.00'	168.12'	86°19'38"	168.01'	C63	25.00'	41.80'	80°19'31"	58°35'43"
C20	1000.00'	71.18'	4°04'41"	71.18'	C42	850.00'	27.30'	1°38'47"	27.30'	C64	470.38'	58.80'	71°53'35"	58°42'41"
C21	500.00'	65.33'	10°58'24"	65.18'	C43	850.00'	80.04'	5°25'40"	80.00'	C65	470.38'	58.80'	71°53'35"	58°42'41"
C22	1000.00'	66.95'	3°57'07"	66.84'	C44	150.00'	84.64'	24°41'23"	84.14'					



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

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS  
 COUNTY OF NATRONA }

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_



APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED,  
 ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020. \_\_\_\_\_ CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020. \_\_\_\_\_ CITY SURVEYOR

NOTES

- ERROR OF CLOSURE EXCEEDS 1:968,711.
- BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°04'38.8152", AND THE COMBINED FACTOR IS 0.9997769.
- ALL DISTANCES ARE GROUND.
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.
- NO EARTH MOVING ACTIVITIES OR STRUCTURES WILL BE ALLOWED IN THE 55' WIDE NON-DISTURBED BUFFERING AREA LOCATED ALONG THE EAST LINE OF BLOCK 4.

HAYSTACK PROPERTIES, LLC  
 10375 PARK MEADOWS DRIVE  
 LONE TREE, CO 80124

DON BERLAND - MANAGING PARTNER  
 HAYSTACK PROPERTIES, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DON BERLAND, MANAGING PARTNER HAYSTACK PROPERTIES, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

VACATION AND REPLAT OF  
 TRACTS G, H AND LOTS 1 - 32  
 GREENWAY PARK II ADDITION  
 AS  
**GREENWAY PARK III ADDITION**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> OF SECTION 14, T.33N., R.79W., 6TH P.M., NATRONA COUNTY WYOMING  
 DECEMBER, 2019

PRESERVE CASPER, LLC  
 10375 PARK MEADOWS DRIVE  
 LONE TREE, CO 80124

DON BERLAND - MANAGING PARTNER  
 PRESERVE CASPER, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DON BERLAND, MANAGING PARTNER OF PRESERVE CASPER, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC



JAN - 9 2020

1/09/2020

Craig Collins, City Planner  
City Hall  
200 N. David, Rm 205  
Casper, WY 82601

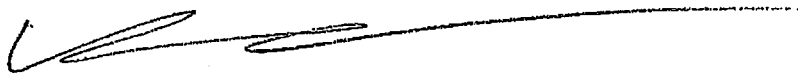
Doug and Terry Richardson  
1940 Rustic Drive  
Casper, Wyoming 82609  
[terryri@tribcsp.com](mailto:terryri@tribcsp.com)

RE: Zone Change Application  
Greenway Park III Addition

Dear Mr. Collins:

We cannot support the proposed Zone Change Application unless all R-2 single family homes are one story and that there be no vegetation (trees, shrubs, grass, flowers, etc.) in the 55' Non-Disturbance/Buffering Area that exceeds five (5) foot in height.

Thank you,



Doug and Terry Richardson



JAN - 9 2020

**Dee Ann Hardy**

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**From:** Vicki Primrose <VickiPrimrose@charter.net>  
**Sent:** Thursday, January 09, 2020 1:23 PM  
**To:** Dee Ann Hardy  
**Subject:** Greenway Park III Addition

Dear Mr. Hardy -

We received your notice of a zone change to Greenway Park III. We live in the Rustic Ridge subdivision and are concerned with the request from Haystack Properties, LLC. First, your postcard and your draft map are not in sync and are actually two different projects. Secondly, if the proposal is to build homes along the ridge behind Rustic Ridge, we think it is imperative that any of those homes being build on the east side by the stone fence be no more than one level homes. The homes in Rustic Ridge were built with a great view and most of the people who purchased those homes did so with the view in mind. To allow multi-level homes would not only destroy that view, but also significantly reduce the value of the homes along that area. This in turn would then lower the value of all the homes in Rustic Ridge. It would be great if the project did not happen, but we know it will. The least the city can do is limit the height of the homes adjacent to the homes along Rustic Ridge.

Thank you for your consideration.

Joe and Vicki Primrose  
1916 Rustic Dr.  
Casper, WY. 82609

JAN 10 2020

Good afternoon,

My name is Susan Thomas and I live at 1936 Rustic Drive, Casper, WY 82609.

I write to the Planning Commission concerning a proposed new development called Greenway Park III Addition. This new proposed addition is right in my back yard plus 50 yards.

To the point, I worry about 3/4 story homes, etc. that will literally be able to look in my back yard and into my windows. This is not a comfortable feeling at all.

Most of us moved here for the quiet and the privacy that Rustic Ridge provides us. Also the playground would be great but on the opposite side of the new homes.

We all have worked hard to arrive at this point in our lives. We don't want to lose it all. I can share that my late husband, United States Senator Craig Thomas would have loved it here!

I am for respectful development and I will gladly cheer that on. I ask that you truly consider this issue for all sides concerned. Compromise is key and I applaud that!

Thank you for considering my thoughts for the betterment of Rustic Ridge, the builder, Casper and Wyoming!

Respectfully,

Susan Thomas



GREENWAY PARK PUD (PLANNED UNIT DEVELOPMENT)  
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of February, 2008, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Haystack Properties, LLC, 290 Skyhill Drive, Golden, Colorado, 80401, hereinafter designated as "Owner."

WHEREAS, Owner has applied to annex, plat, and zone as PUD (Planned Unit Development), 61.23-acres, more or less, to create a mixed-housing development to be known as Greenway Park Addition; and

WHEREAS, pursuant to Sections 17.12.150 and 17.52 of the Casper Municipal Code, the Owners are required to submit a PUD Site Plan for approval by the Planning and Zoning Commission and the City Council; and,

WHEREAS, a copy of the PUD Site Plan, dated December 20, 2008 and titled "Greenway Park Preliminary Site Plan," is attached hereto as "City Exhibit A," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the PUD Narrative (Guidelines) dated, January 7, 2008 and titled "Greenway Park Planned Unit Development Narrative and Guidelines" is attached hereto as "City Exhibit B," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the Greenway Park Planned Unit Development Site Plan Architectural Elevations, Sheets 1 through 3, are attached hereto as "City Exhibit C," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the Greenway Park Conceptual Phasing Plan, dated January 7, 2008, is attached hereto as "City Exhibit D," and is incorporated herein at this point as if fully set forth;

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Owners shall pay their proportionate share of the actual cost of design, engineering, materials and installation of a traffic signal at the intersection of South Missouri and East 15<sup>th</sup> Street when directed by the City Council or the City Manager. According to the traffic study performed by SEH Inc, dated June 22, 2007 and revised on July 27, 2007, the Owner's estimated proportionate share is approximately Thirty-Six Percent (36%) based on traffic generation. The Owner

- shall pay the City upon invoicing of the actual amount, and said invoice shall include appropriate engineering, design or construction estimates. The City agrees to cause the installation of said traffic signal prior to the issuance of the last certificate of occupancy for the development.
- B. The Owner shall reimburse the City for the entire cost of the traffic study completed by SEH Inc dated June 22, 2007 and revised on July 27, 2007.
  - C. The Owner shall retain ownership of all open space tracts in the development, including the Sage Creek drainage tracts. The Homeowner's Association shall be responsible for all maintenance of said open space tracts. The Owner shall dedicate a public access easement to allow the public access to the trail system, which shall be constructed in accordance with the site plan (City Exhibit A). In addition, the developer shall not gate or otherwise restrict public access to the trails and will pay for the full cost of construction. The City will, upon acceptance of the constructed trail, maintain the trail as part of the City trail system.
  - D. The Owner shall construct East 21<sup>st</sup> Street concurrent with Phase I. The Owner shall pay fifty percent (50%) of the actual cost of design, engineering, materials and construction of East 21<sup>st</sup> street, for the portion of the street that is adjacent to the Greenway Park Addition, plus all escalation of costs (if any) as further described in Section III (B) of this Agreement. East 21<sup>st</sup> Street shall be constructed according to City specifications as a collector street. The Owner's obligation includes, but is not limited to, the construction of paving, detached sidewalks, curb, gutter, public utility extensions and stormwater improvements.
  - E. The Owner shall submit a final drainage study to the City Engineering Department for review and approval prior to the issuance of a permit to construct any phase of the subdivision.
  - F. Prior to the development of Greenway Park, the Owner shall submit a sanitary sewer study for review and approval by the Public Utilities Manager.
  - G. The Owner shall ensure that there are two or more points of vehicular access (streets) for the subdivision prior to the construction of any structures in the Greenway Park Addition.
  - H. The Owner and Homeowner's Association shall be responsible for the maintenance of all landscaping and traffic islands located within the public right-of-way.
  - I. The Owner shall install natural sound reduction measures along the southeast side of Canyonlands Parkway, utilizing vegetation approved or suggested by the City Arborist.
  - J. A detailed site plan and landscaping plan shall be submitted to the Community Development Director for review and approval prior to the development of each phase.
  - K. The Owner, at its option, may include a small retail food establishment, such as a grocery store or coffee shop, as a permitted use in the Greenway Park Addition,

located within the main clubhouse. Said retail component shall be limited to a maximum of 1,500 square feet in floor area.

- L. All structures located within the Greenway Park Addition shall be constructed in keeping with the architectural elevations and renderings approved by the Planning and Zoning Commission and City Council (City Exhibit C).
- M. Development of the Greenway Park PUD (Planned Unit Development) shall be governed by the PUD Narrative (City Exhibit B) approved by the Planning and Zoning Commission and City Council. Where the PUD Narrative (Guidelines) address a development standard or requirement that conflicts with the Casper Municipal Code, the PUD Narrative (Guidelines) shall take precedence. If the PUD Narrative (Guidelines) do not address a standard, or requirement, then the provisions of the Casper Municipal Code shall apply.

## II. OBLIGATIONS OF THE OWNERS:

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

- A. The Owner shall landscape the property in keeping with the Landscape Plan approved by the Planning and Zoning Commission, and comply with the following landscaping requirements:
  - 1. Landscape and beautify the areas identified on the Landscape Plan.
  - 2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
  - 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
  - 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The requirement to replace plant material shall not be assigned to the owner of vacant property until such time as an active commercial or residential use is established on that property.
  - 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the



control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owners' request for an extension, which shall not exceed six (6) months. In the event the owner is granted an extension for compliance with landscaping construction, the issuance of a certificate of occupancy shall not be delayed pending the completion of the landscaping.

- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his Designee.
- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in

accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.

- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum Standards for Commercial Sanitation Container Facility" dated March 2002, or "Minimum Standards for Double Bin Commercial Sanitation Facilities." Alternately, upon approval by the City Sanitation Department, other designs may be accepted.

### III. OBLIGATIONS OF THE CITY:

- A. The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.
- B. East 21<sup>st</sup> Street shall be constructed according to City specifications, as a collector street. The City shall pay fifty percent (50%) of the actual or estimated cost of design, engineering, materials and construction, whichever is lower, of East 21<sup>st</sup> street, for the portion of the street that is adjacent to the Greenway Park Addition. The City shall not pay more than 50% of the estimated 2008 costs, as determined by a written estimate provided by a Wyoming Registered Engineer, and accepted by the City Engineer. Any escalation of costs from the delay of the construction of the street beyond 2008, or from actual costs that exceed the written estimate, shall be paid by the Owner. Construction shall be completed by the Owner concurrent with Phase I. The City will recapture its costs when the property south of East 21<sup>st</sup> Street develops in the future.

### IV. REMEDIES:

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

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the

Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

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

APPROVED AS TO FORM:

Walter E. Tremblay

ATTEST:

V.H. McDonald  
V.H. McDonald  
Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

Paul C. Bertoglio  
Paul C. Bertoglio  
Mayor

WITNESSETH:

[Signature]  
By:

HAYSTACK PROPERTIES, LLC

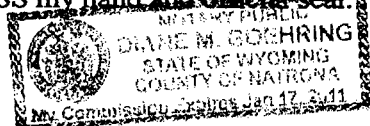
John S. Neilson  
By:  
Printed Name: John S. Neilson  
Title: MANAGER

ACKNOWLEDGEMENT

STATE OF WYOMING )  
 )ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Paul C. Bertoglio, as Mayor of the City of Casper, this 19<sup>th</sup> day of August, 2008.

WITNESS my hand and official seal:

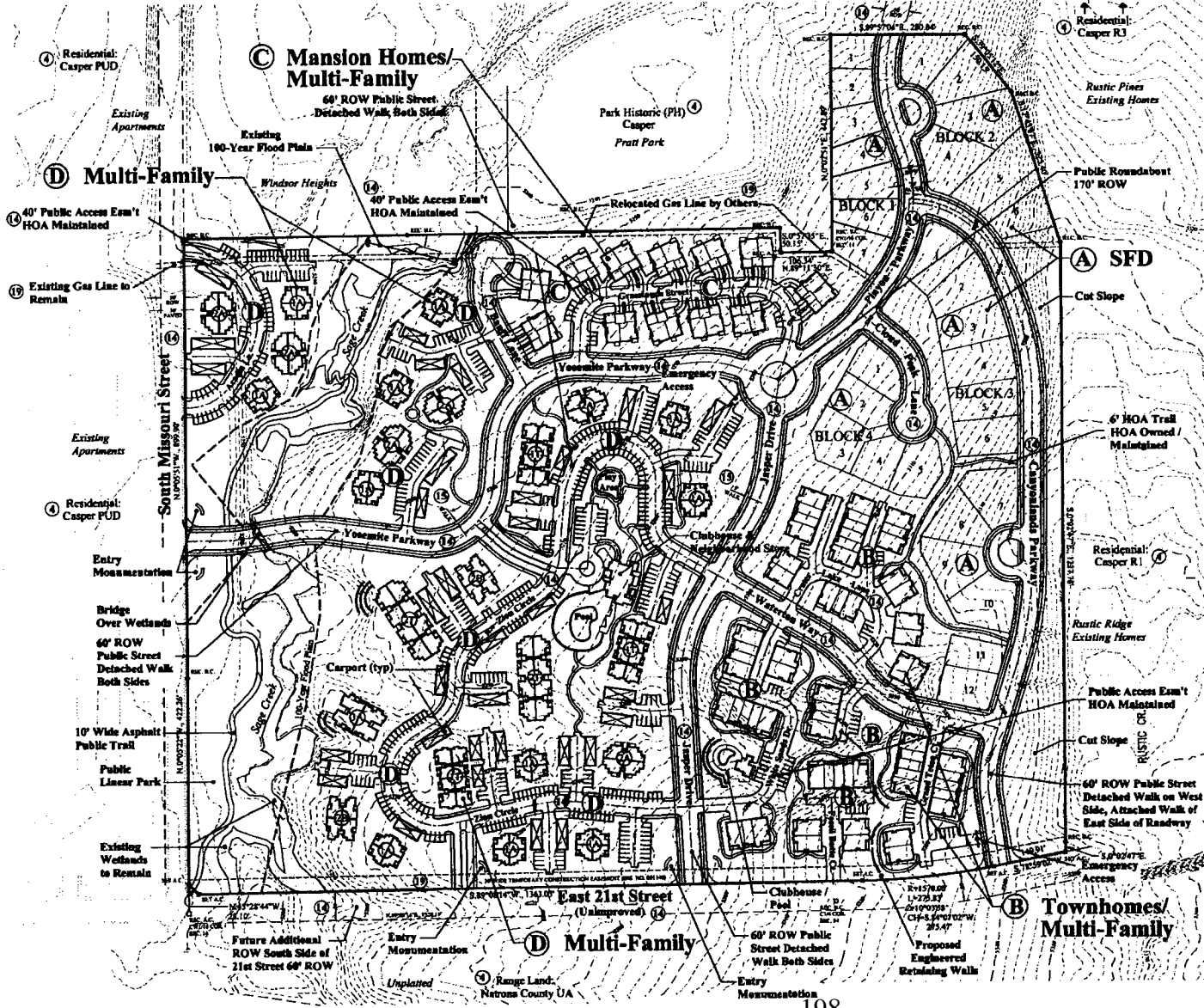


Diane M. Gochring



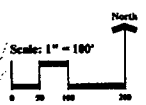
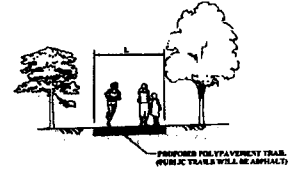
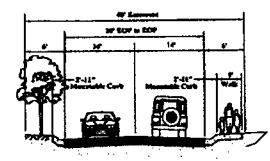
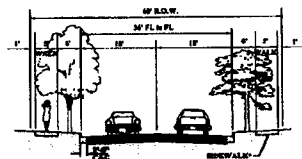
# Greenway Park

## Planned Unit Development Site Plan Preliminary Site Plan



### Land Use Summary Table:

Total land area:	58.73 ac. +/-
Maximum Allowable Building Height:	45'-0"
Proposed Building Height:	
A. SFD:	35'-0" Max.
B. Townhomes / Multi-Family:	35'-0" Max.
C. Mansion Homes / Multi-Family:	35'-0" Max.
D. Multi-Family:	45'-0" Max.
Total number of dwelling units:	429 Units
A. SFD:	38 Units
B. Townhomes / Multi-Family:	63 Units
C. Mansion Homes / Multi-Family:	36 Units
D. Multi-Family:	300 Units
Dwelling units per acre:	7.3 +/- DU/ac.
Parking:	
A. SFD (2 car garages/1 on apron)	Ratio: 120 Spaces
B. Townhomes / Multi-Family (2 car garages / 50 surface spaces)	Ratio: 4.9:1
C. Mansion Homes / Multi-Family (2 car garages / 2 on apron / 10 surface spaces)	Ratio: 176 Spaces
D. Multi-Family (398 surface parking / 206 covered spaces)	Ratio: 154 Spaces
	Ratio: 4.3:1
	Ratio: 604 Spaces
	Ratio: 2.0:1



August 24, 2007  
Rev. Dec. 26, 2008  
Job No. 06023

# CITY Exhibit A

CITY  
Exhibit B

# Greenway Park

*Planned Unit Development (PUD)  
Narrative and Guidelines*



*Casper, Wyoming  
August 24, 2007  
Rev. January 07, 2008*

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- A. Legal Description
- B. Vicinity Map
- C. PUD Plan



## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **I. Project Overview and Intent:**

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. The focus of Greenway Park will be to provide the City of Casper with a variety of dwelling units. The mix of multi-family buildings, mansion homes, townhomes and single family detached units will provide the City of Casper with a vibrant residential area that is needed for the current marketplace.

The principles used to guide this planned community capable of responding to the current and changing market place are as follows:

- Provide a mix of residential unit types that will be able to respond to existing and future market conditions.
- Allow a variety of creative solutions and flexibility that can be utilized during final construction of the residential tracts.
- Work the infrastructure and building units to most effectively use the existing character or the land.
- Promote walkability throughout the site as well as connection to adjacent parcels.

## *Greenway Park - Planned Unit Development Narrative & Guidelines*

### **II. Authority and Definitions**

These standards will apply to all property contained within the Greenway Park development. These guidelines will become the governing standards for review, approval and modification of development activities on the Property. The subdivision and zoning ordinances and regulations for the City of Casper will apply where the provisions of this guide do not address a specific subject.

For the purposes of this PUD, the following terms shall have the meaning as set forth below:

**City** – The City of Casper, Wyoming.

**Code** – The City of Casper Municipal Code, latest revision.

**Commission** – The Planning and Zoning Commission for the City of Casper.

**Council** – The City Council for the City of Casper.

**Design Guidelines** – The design guidelines for the Property as adopted by the Developer and the City.

**Developer** – Haystack, LLC

**HOA** – Homeowner's Association for the Property.

**MF** – Multi-Family units.

**Owner** – the owner of all or a portion of the Property.

**Parcel** – Any tract, parcel, lot or portion of the Property.

**Planning Department** – The Planning Department within the City of Casper's Community Development Department.

**Property** – The real property located in Natrona County, Wyoming as described in Exhibit A attached hereto.

**PUD** – Refers to this document, which constitutes the Planned Unit Development for this Property.

**SFD** – Single Family Detached homes.

**Site** – Refers to the Property.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **III. Contact Information:**

#### **Applicant/Developer**

Haystack, LLC.  
John Neilson  
290 Skyhill Drive  
Golden, Colorado 80401

#### **Land Planner**

David A. Clinger & Assoc.  
David Clinger  
21759 Cabrini Blvd.  
Golden, CO 80401  
(303) 526-9126

#### **Engineer**

WLC  
Jason Meyers  
200 Pronghorn  
Casper, Wyoming 82601  
(307) 266-2524

### **IV. Site Analysis:**

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. Greenway Park is bounded on the south by East 21<sup>st</sup> Street (unimproved) and unplatted land, on the east by single family residential subdivisions (Rustic Ridge and Rustic Pines), on the north by Pratt Park and Windsor Heights, and on the west by South Missouri Street and apartments.

The Project slopes from southeast to northwest and falls approximately 100 feet throughout the site. Sage Creek flows from south to north along South Missouri Street through the westerly portion of the site. The site is currently undeveloped and is covered with native grasses, sagebrush and yucca. There is existing wetland vegetation along Sage Creek.

Access to the Property will be off of South Missouri Street, the extension of Pinyon Parkway, and East 21<sup>st</sup> Street, when it is improved.

The existing zoning for the property is R3 and AG. The adjacent zoning to the Property is R1, R3, R4, AG and PH

**V. Planning Areas and Phasing:**

Greenway Park will be a vibrant residential community with a mix of residential unit types. The economic market, the location of the site, existing and proposed markets, financial viability, and consideration for existing development and natural features of the Project were used in considering the areas and residential unit types.

The area around Casper is in pressing need of newly constructed and attractive apartments. There are plenty of production homes available within the Casper area, but not many new apartment projects have been developed in Casper within the last 25 years. Along with current mortgage problems, it is harder and harder for the workforce to purchase SFD homes. Therefore, more and more singles, couples and even families will be looking for nice, new apartments for lease until the market is more viable for home ownership. Therefore, Greenway Park has provided approximately 21.3 acres of MF II – Multi-Family units. These units will be two and three story structures with either 8 or 24 units per building. There will be approximately 300 total multi-family units within parcels P1, P3 and P5, or 13.1 DU/Ac. (See Appendix C)

To provide a mix of MF unit types, Greenway Park has also provided parcels for Mansion Homes / Multi-Family (MF I) and Townhomes / Multi-Family (MF III). The Mansion Homes are 3-unit buildings that are designed to appear as a single, large residential home. It is planned that there will be approximately 36 Mansion Homes within parcel P8, or 9.7 DU/Ac. The Townhomes will have 2 to 6 units per building and will be a transition between the MF II – Multi-Family parcel and the SFD parcel. There will be approximately 63 Townhomes within parcels P6 and P7, or 7.3 DU/Ac. (See Appendix C)

To provide a transition from the higher density along the westerly portion of the site, SFD lots are located along the easterly portion of the site, next to the existing Rustic Ridge and Rustic Pines neighborhoods. These semi-custom homes will be located in the easterly parcels where there are greater slopes. To work with the existing topography and to provide an open space buffer from Rustic Ridge, the homes have been located on the west side of the proposed public roadways. The easterly walk along Pinyon Parkway and Canyonlands Parkway will be attached to help the Project with the slope up to the existing residences at Rustic Ridge. Due to the single loaded streets and existing slopes of the site, the proposed SFD will not impede the views of the existing residences to the east.

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge. The remaining are along the Sage Creek drainage way. The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north.

The Project will be phased based on market demand. It is planned that portions of the Multi-Family parcels and a few Mansion Homes will be developed first. The remaining Multi-Family, Mansion Homes, Townhomes, and Single-Family lots will be developed in future phases. Initial access through the site will be provided from South Missouri Street to the west and East 21<sup>st</sup> Street to the south. This will provide the initial phases with two points of access.

## *Greenway Park - Planned Unit Development Narrative & Guidelines*

### **VI. Planned Unit Development Guidelines:**

The land uses identified in the Planned Unit Development Plan is to provide a guide for the development of Greenway Park. The land use areas and boundaries, as depicted, are conceptual and subject to alteration through the approval of the City of Casper Community Development Department. Changes made to the PUD, if considered minor in nature, will be revised through an administrative process within the City's Community Development Department and will not be taken to the City's Planning and Zoning Commission or City Council public hearings.

Additional, detailed site plans, involving street layouts, easement locations, lot configuration, lot sizes, building envelopes, architectural features and landscape design may be required with the development of each individual parcels. These detailed plans will conform to the general guidelines established in this document but may be allowed to revise specific details with the approval of the City of Casper Community Development Department. As long as the detailed plans are in general conformance with the PUD document then the review and acceptance of the detailed plans will be done administratively within the City's Community Development Department.

Replatting will be required with the submittal of detailed site plans. The replatting will be done so that the final easement locations, building envelopes, lot lines and setback can be established at the time of final site work. This replatting will follow the review and approval guidelines established by the City of Casper Community Development Department and require approval of the Planning and Zoning Commission and the City Council.

A total of 20% open space will be provided for the entire site. This will include the open space parcel shown on the PUD Plan as well as internal open space within each of the residential parcels.

Model homes are allowed in all parcels. The City will not issue an occupancy permit for any model home structure until the utilities are installed.

Sales offices and signs are permitted in all parcels for the duration of the initial unit/lot sale of the community.

**a. Land Use Designations and Descriptions (See Exhibit C for area locations)**

**SFD**

The single family detached lots will be located along the easterly side of the Project in parcels P9, P10 and P11. These parcels total approximately 7.6 acres and will be developed into approximately 30 lots (3.9 DU/Ac.). These lots are located along the easterly portion to provide: 1) a transition from the existing residences to the east and the greater density to the west, 2) design walk-out lots and single load the streets to allow development on a slope, 3) provide semi-custom homes that will match with the proposed development as well as the existing homes to the east, 4) offer spectacular view to the south and southwest.

**MF I – Mansion Homes / Multi-Family**

The MF I - Mansion Homes parcel is located along the northerly portion of the Project, next to Pratt Park. This area is designated as parcel P8 on the PUD Plan and is approximately 3.7 acres and will be developed into approximately 36 units (9.7 DU/Ac.). This parcel will provide an additional MF unit design as well as act as a transition from the apartments to the SFD parcel. The Mansion Homes are 2 story, 3-unit buildings that are designed to appear as a single, large residential home.

**MF II – Multi-Family**

The MF II – Multi-Family parcel are located along the westerly portion of the Project in parcels P1, P3 and P5. These multi-family structures will be 2 and 3 story buildings with 8-units per building and 24-units per building. These building will be served by private, HOA maintained roadways and will have an extensive trail/walking system to provide connections throughout the site. The parcel area for MF III – Multi-Family is approximately 21.3 acres and will be developed into approximately 300 units (14.1 DU/Ac.).

**MF III – Townhomes / Multi-Family**

The MF III – Townhomes parcels are located in the middle of the site and will be a transition from SFD to MF II – Apartments. The parcels for MF-Townhomes are parcels P6 and P7, and are approximately 8.6 acres. These parcels will be developed into approximately 63 units (7.3 DU/Ac.). The Townhomes will be two story buildings and have 2 to 6 units per building.

**OS – Open Space**

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge (parcel P12). The remaining two are along the Sage Creek drainage way (parcel P2 and P4). These parcels are approximately 8.6

## *Greenway Park - Planned Unit Development Narrative & Guidelines*

acres and account for approximately 14% of the site. Additional open space will be provided within each of the residential parcel so that a minimum of 20% open space is provided for Greenway Park.

The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond, north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site. These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north. In addition, Greenway Park is currently planning on working with the City to provide a 10' wide, asphalt trail along Sage Creek, connecting East 21<sup>st</sup> Street with Pratt Park.



**Greenway Park - Planned Unit Development Narrative & Guidelines**

**b. Building Height, Setbacks and Minimum Lot Size**

**Objective:**

To provide a variety of acceptable building heights and setbacks related to the parcel designations and market demand.

**Design Guidelines:**

Factors in determining the building heights and setbacks may include the building type, architectural style, building configuration and building orientation, as well as, the building's relationship to adjacent uses, open space, pedestrian circulation and landscape treatment.

Variable front yard setbacks are encouraged to provide visual variety to the street scene.

Minimum lot widths, sizes, intensity, building heights and setbacks that are established by this Planned Unit Development supersede the City of Casper Municipal Code, where applicable.

Revisions or changes to the building heights, setback and lot sizes will be allowed with approval from the City of Casper Community Development Department.

Minimum Heights, Setbacks and Lot Sizes				
	SFD*	MF I	MF II	MF III
Parcels	P9, P10, P11	P8	P1, P3, P5	P6, P7
Min. Lot Area	5,850 SF	10,000 SF	10,000 SF	10,000 SF
Min. Lot Width	50'	100'	100'	100'
Min. Lot Depth	88.5'	100'	100'	100'
Front Setback	20'	15'	15'	15'
Rear Setback	10'	15'	15'	15'
Side Setback	5'	5'	5'	5'
Side Adjacent to Street	15'	15'	15'	15'
Building Height	35'	35'	35'	45'

\* Flag Lots will be allowed within the SFD parcels.

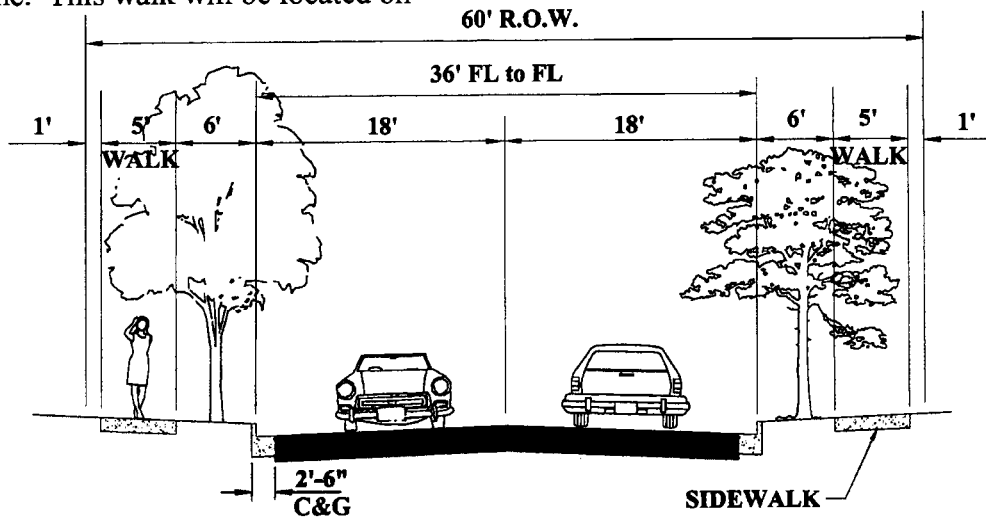
## *Greenway Park - Planned Unit Development Narrative & Guidelines*

### c. Street Standards

#### **Public Residential Streets**

All public roadways through this site will use this street section. These roadways include Yosemite Parkway, Banff Lane, Cloud Peak Lane, Jasper Drive, Waterton Way, Pinyon Parkway and Canyonlands Parkway. The Public Residential Streets shall be designed to the following guidelines:

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. 60' Right-of-Way (additional right-of-way may be required if an additional lane is needed for turning movements at intersections)</li> <li>2. 32' pavement width. 36' flowline to flowline width.</li> <li>3. Parking to be provided on both sides of roadway.</li> <li>4. 6" vertical curb with 2' pan.</li> <li>5. 6' landscape strip (both sides) from flowline to edge of walk.</li> <li>6. 5' detached walk located 6' from flowline and 1' from right-of-way line. This walk will be located on</li> </ol> | <p style="text-align: center;">both sides of the public roadways. The walk along the east side of Pinyon Parkway will be attached.</p> <ol style="list-style-type: none"> <li>7. 125' minimum horizontal centerline radius.</li> <li>8. 75' minimum tangent between reverse curves.</li> <li>9. 25 MPH posted speed.</li> <li>10. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department.</li> </ol> |
|--|---|

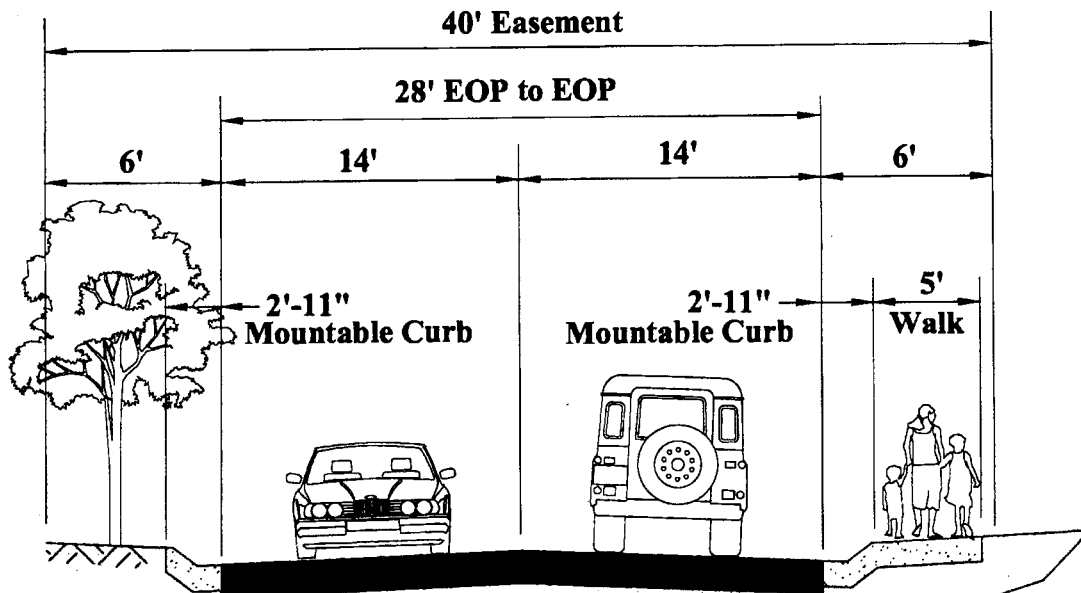


**Public Residential Street - 60' R.O.W. (NTS)**  
**Parking allowed on both sides of roadway**

**Public Access Easements/Drives**

Public Access Easements/Drives are provided for access to all attached units and to the parking for the attached units. Parallel parking will not be allowed on these Public Access Easements/Drives. Parking will only be allowed in the perpendicular parking stalls, covered parking areas, driveway aprons and garages. All Public Access Easements/Drives will be owned and maintained by the Home Owners Association. Public Access Easement/Drive will follow the following guidelines:

- |   |   |
|---|---|
| 1. 40' Right-of-Way or Easement (dedicated to the H.O.A.).  | the edge-of-pavement line at a minimum.   |
| 2. 28' pavement width.  | 6. 50' min centerline radius.   |
| 3. 2'-11" mountable curb and gutter.  | 7. 15 MPH posted speed.   |
| 4. 5' attached walk (on one side only).   | 8. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department. |
| 5. This cross-section will be adjusted when parking areas and garages are located along the right-of-way. These will come off the pavement at |   |



**Private Access Easement - 40' Easement (NTS)**  
**HOA Owned & Maintained**

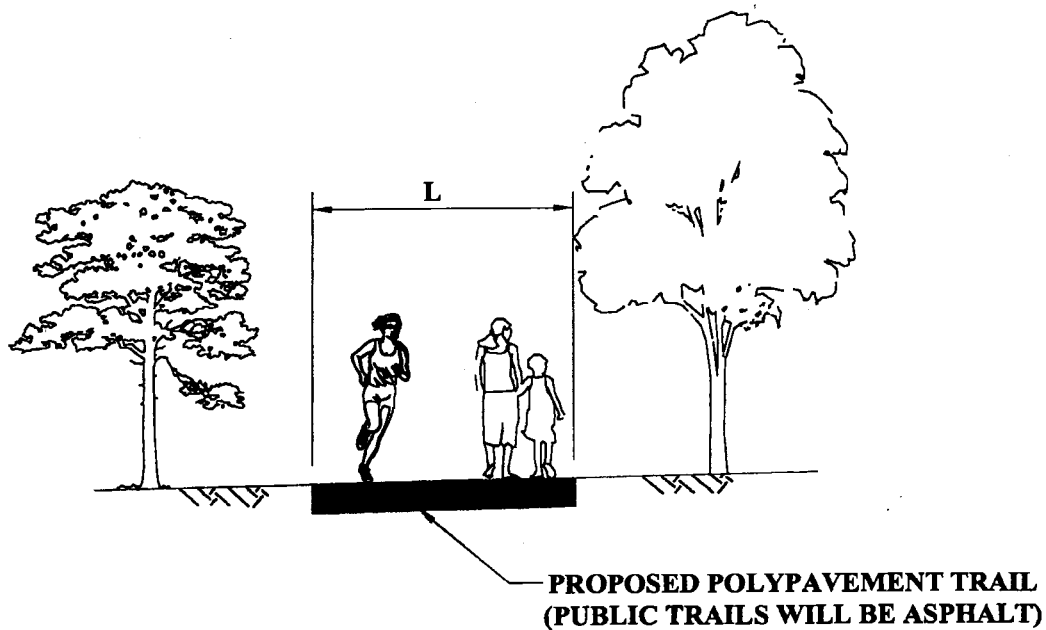
## Trails

Trails will be provided throughout the site to provide connection and walkability within the Project, as well as to adjacent parcels and Pratt Park to the north of the site. Trails will follow the following guidelines:

HOA maintained trails will be constructed of Polypavement or approved equal.

All Private trails within the Project will be 6' wide. These trails will be owned and maintained by the HOA.

All public trails used for emergency access or direct access to Pratt Park, along Sage Creek will be 10' wide. These trails will be constructed of asphalt and will be owned and maintained by the City of Casper.



### Trail Sections (NTS)

**L = 6' FOR PEDESTRIAN TRAILS - HOA OWNED & MAINTAINED**

**L = 10' FOR TRAILS NECESSARY TO PROVIDE EMERGENCY VEHICLE ACCESS / PUBLIC TRAIL TO PARK**

## *Greenway Park - Planned Unit Development Narrative & Guidelines*

### **d. Parking:**

#### **Objective:**

To provide adequate amount of parking to satisfy the proposed uses within this PUD.

#### **Design Guidelines:**

Provide parking in an attractive and unobtrusive manner through the use of parking placement, location next to buildings and landscaping features.

Each SFD unit will provide a minimum of two garage parking spaces along with two spaces within the driveway apron for a total of four off-street parking spaces per unit.

All public roadways will allow parallel parking on both side of the street.

MF I parcel will include four off-street parking spaces per unit. Two of these spaces will be in the garage and two spaces will be provided in the driveway apron.

MF II parcel will include 1.5 off-street parking spaces for 1 bedroom units, 2.5 off-street parking spaces for 2 bedroom units, and 2.5 off-street parking spaces for 3 bedroom units. These off-street parking spaces including both covered and non-covered parking.

MF III parcel will include 1.8 off-street parking spaces per unit. Two spaces will be in the garage and 0.8 space will be provided in driveway aprons and/or off-street parking spaces for residents and guests.

Minimum parking stall size will be 9'x20' with handicap spaces to be designed to conform to current ADA standards.

## *Greenway Park - Planned Unit Development Narrative & Guidelines*

### **e. Landscaping and Fencing:**

#### **Objective:**

Provide landscape features and fences that will visually enhance the project as a whole. These features will also provide transitions and buffers between adjacent parcels, streets and differing land uses.

#### **Development Guidelines:**

The use of landscaping will be provided to minimize the visual impact of parking areas.

Retain existing wetlands and vegetation along Sage Creek, when possible.

Provide xeriscape where practical in order to lessen water requirements for the landscaping.

Screening will be provided when buildings are adjacent to major streets and between differing land uses. Examples for screen include: shrubs, walls, trees, and berms.

## *Greenway Park - Planned Unit Development Narrative & Guidelines*

### **f. Lighting:**

#### **Objective:**

The purpose of the lighting design will be to provide lighting that is appropriate to the individual parcels but to be consistent with an overall community theme.

#### **Development Guidelines:**

All lighting will be consistent with the overall theme of Greenway Park. A coordinated lighting standard will be used throughout the Project.

Lighting fixtures will reflect the character, height and scale of the proposed development. The lighting will be used to provide safety and enhance landscape, building and architectural features.

Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

## *Greenway Park - Planned Unit Development Narrative & Guidelines*

### **g. Signage and Monumentation:**

#### **Objective:**

To provide guidelines for signage and monumentation that will be consistent with the architectural features, landscape features and overall community at Greenway Park.

#### **Development Guidelines:**

Signs within Greenway Park boundary shall comply with the standards set forth in Title 17, Chapter 17.96 Signs of the City of Casper Municipal Code unless otherwise provide in this PUD Guideline document.

All materials used in signage, other than temporary signs and traffic signs, shall be durable and permanent in nature. These signs shall be constructed to require minimum maintenance and be resistant to weathering and staining.

Project signs that identify Greenway Park community may be provided at each of the project entrances. These monument signs will be designed within an overall landscape and monument design theme. The project signs will be ground mounted with a maximum text area of 100 square feet per face and a maximum of two faces per entry to the project. The text area will not exceed eight feet in height, as measured from finished grade. Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.



# **EXHIBITS**

# Greenway Park

## Planned Unit Development

### Exhibit A

### OWNER

### Legal Description:

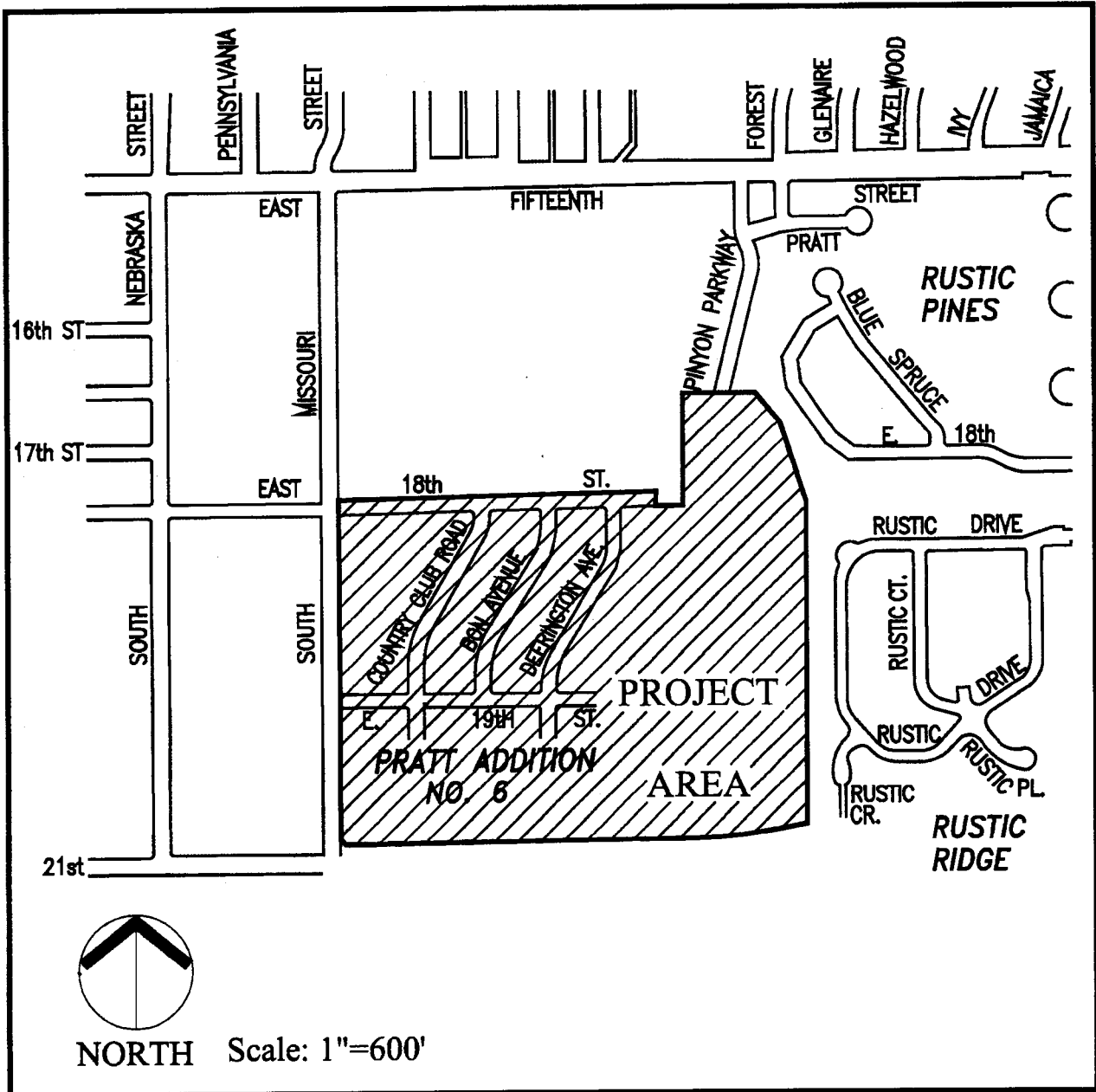
A TRACT OF LAND BEING A PORTION OF THE N1/2 OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., AND ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7, "PRATT ADDITION NO. 6" (PHASE ONE) TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT A FOUND BRASS CAP MARKING THE C-N 1/16 CORNER OF SAID SECTION 14, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE N.0°02'51"E., (N.00°36'13"W., RECORD) ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 442.89 (442.02, RECORD) FEET TO A BRASS CAP AT A POINT WHICH LIES ON THE SOUTH LINE OF RUSTIC PINES ADDITION; THENCE S.89°57'04"E., (N.89°22'41"E., RECORD) ALONG THE SOUTH BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 280.04 (280.09, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.39°05'12"E., (S.39°47'04"E., RECORD) CONTINUING ALONG THE SOUTHERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 150.15 (149.94, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.17°43'07"E., (S.18°23'50"E., RECORD) CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 325.40 (325.53, RECORD) FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION TO THE CITY OF CASPER; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE, 1227.78 (1227.45, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF SAID RUSTIC RIDGE; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE AS EXTENDED SOUTH, 21.23 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE TRACT OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE NORTH LINE OF A 60.00 FOOT WIDE RIGHT-OF-WAY FOR THE FUTURE EXTENSION OF EAST 21ST STREET; THENCE S.78°59'02"W., (S.78°18'23"W., RECORD) ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 149.91 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THIS TRACT OF LAND, THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°03'58" (10°02'58" RECORD) AND AN ARC LENGTH OF 275.83 (275.37, RECORD) FEET, SAID CURVE HAVING A CHORD BEARING AND A DISTANCE OF S.84°07'02"W. (S.83°25'56"W., RECORD) AND 275.47 (275.02, RECORD) FEET, TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF TANGENCY; THENCE S.89°08'14"W., (S.88°27'25"., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 1363.03 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION; THENCE N.45°28'44"W., (N.46°09'33"W., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 28.10 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MISSOURI STREET; THENCE N.0°05'22"W., (N.00°46'32"W., RECORD) ALONG THE EAST LINE OF PRATT ADDITION NO. 4 AND ALONG THE WESTERLY LINE OF THIS TRACT OF LAND, 422.26 (422.22, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE N.0°05'51"W., ALONG THE WEST LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE EASTERLY LINE OF 50 FOOT WIDE SOUTH MISSOURI STREET, 899.90 FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE SOUTHWEST CORNER OF WINDSOR HEIGHTS ADDITION TO THE CITY OF CASPER; THENCE N.89°12'07"E., ALONG THE NORTHERLY LINE OF SAID PRATT ADDITION NO. 6 AND THE SOUTH LINE OF SAID WINDSOR HEIGHTS ADDITION AND SOUTH LINE OF PRATT PARK, 1224.10 FEET TO A FOUND BRASS CAP AT THE NORTHEASTERLY CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE S.0°57'35"E., ALONG THE EASTERLY LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND SAID PRATT PARK 50.15 FEET TO AN ALUMINUM CAP RECOVERED THIS SURVEY AT THE INTERSECTION BETWEEN THE EASTERLY BOUNDARY LINE OF PRATT ADDITION NO. 6 (PHASE ONE) NORTH LINE OF THE SE1/4NW1/4 OF SECTION 14; THENCE N.89°11'30"E., (N.88°32'00"E., RECORD) ALONG THE NORTH LINE OF SAID SE1/4NW1/4 OF SAID SECTION 14, 106.34 (106.43, RECORD) FEET TO THE POINT OF BEGINNING AND CONTAINING 58.73 ACRES, MORE OR LESS.

# Greenway Park

## Planned Unit Development

### Exhibit B

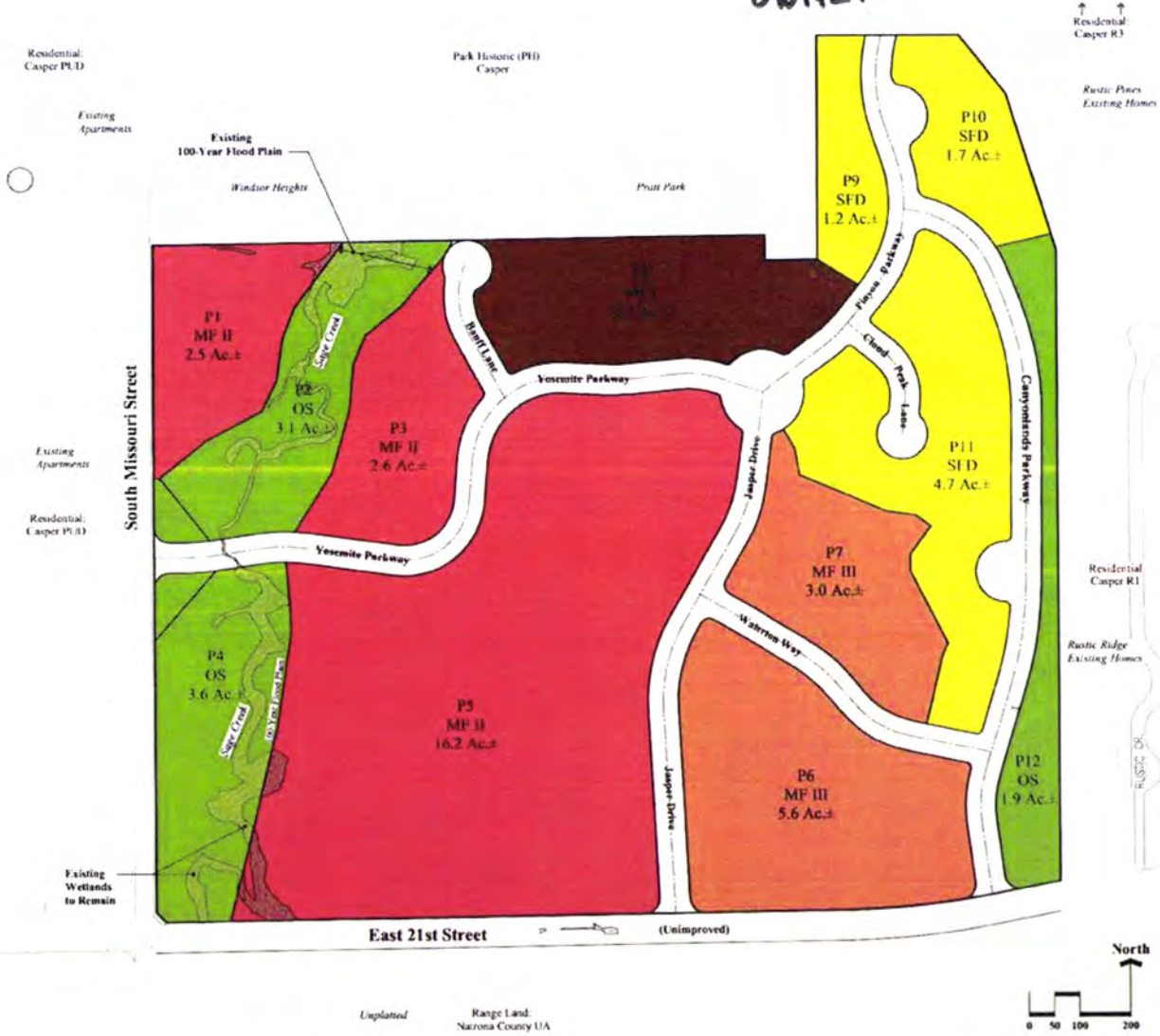
### OWNER



Vicinity Map

# Greenway Park Planned Unit Development

## Exhibit C OWNER



**Land Use Summary Table:**

SFD	7.6 Ac.	(12.9%)
MF I	3.7 Ac.	(6.3%)
MF II	21.3 Ac.	(36.3%)
MF III	8.6 Ac.	(14.6%)
OS Tracts*	8.6 Ac.	(14.6%)
ROW Dedication	8.9 Ac.	(15.1%)
<b>Total:</b>	<b>58.75 Ac.</b>	<b>(100.0%)</b>

**Legend**

- OS - Open Space\*
- SFD - Single Family Detached Lots
- MF I - Mansion Homes / Multi-Family
- MF II - Multi-Family
- MF III - Townhomes / Multi-Family

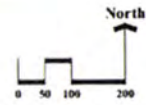
\*A minimum of 20% open space will be provided for the entire site.

Note: Areas & Parcel Boundaries are conceptual only and can vary at the time of Final Site Plan Submittal for each Parcel.

**Owner:**  
Haystack, LLC  
290 Skyhill Drive  
Golden, CO 80401  
303.526.5474

**Engineer:**  
WLC  
200 Fronghorn Street  
Casper, WY 82717  
307.266.2524

**Land Planner:**  
David A. Clinger & Assoc. Ltd.  
"State of the Art" Land Planning  
Development Consultants  
21759 Caberini Boulevard  
Golden, Colorado 80401  
(303) 526-9126  
www.dclinger.com



# Greenway Park

## Planned Unit Development Site Plan

### Architectural Elevations



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

24 MANSION HOMES



FRONT ELEVATION



FRONT ELEVATION

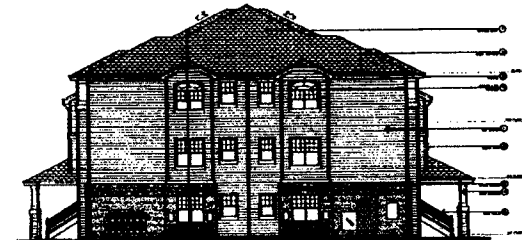


SIDE ELEVATION

24 TOWNHOMES



SIDE ELEVATION  
8-UNIT MULTI-FAMILY (2A)



SIDE ELEVATION  
24-UNIT MULTI-FAMILY (1T)  
221

Scale: 1"=10'  
August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

# Greenway Park

## Planned Unit Development Site Plan

### Architectural Elevations



FRONT ELEVATION



FRONT ELEVATION



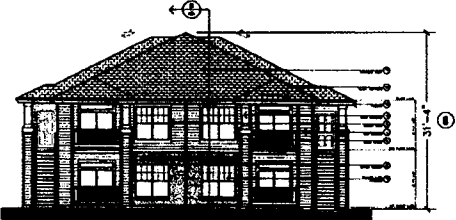
SIDE ELEVATION  
⊗ 24-UNIT MULTI-FAMILY (2T)



SIDE ELEVATION  
⊗ 8-UNIT MULTI-FAMILY (3A)



FRONT ELEVATION



FRONT ELEVATION



SIDE ELEVATION  
⊗ 8-UNIT MULTI-FAMILY (2B)



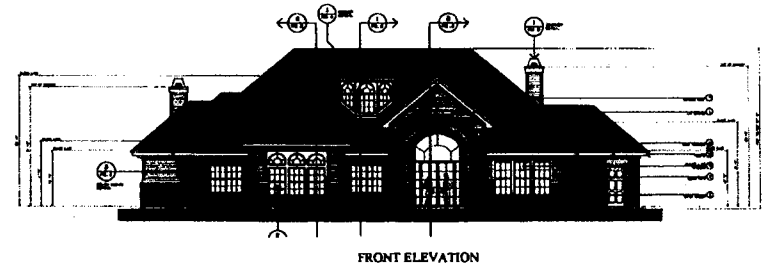
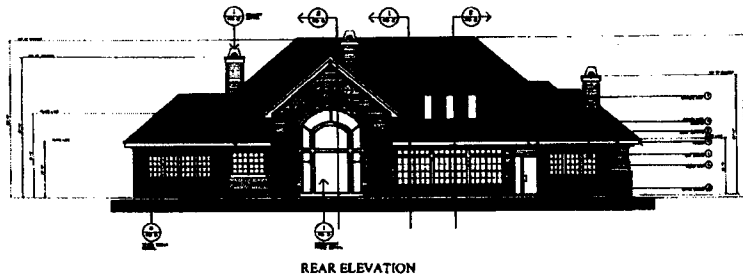
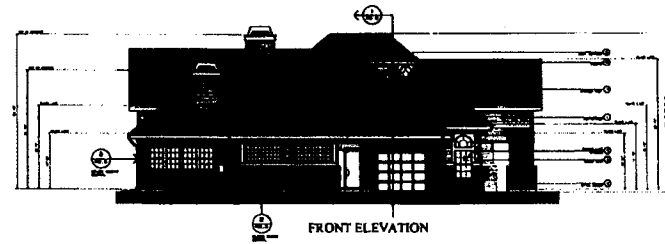
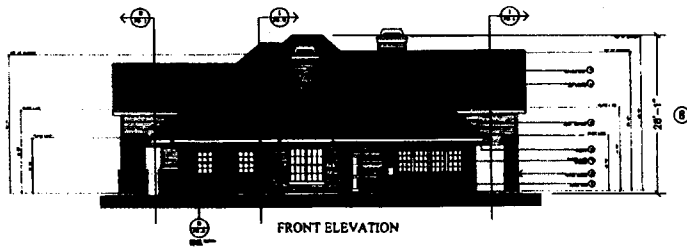
SIDE ELEVATION  
⊗ 8-UNIT MULTI-FAMILY (1A)

Scale: 1"=10'  
August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

# Greenway Park

## Planned Unit Development Site Plan

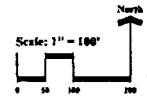
### Architectural Elevations



⊗ MULTI-FAMILY CLUBHOUSE

# Greenway Park

## Planned Unit Development Site Plan Conceptual Phasing Plan



August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

CITY  
Exhibit D





NATRONA COUNTY CLERK, WY  
Renea Vitto  
Recorded: JF  
Apr 30, 2009 04:42:37 PM  
Pages: 3  
Fee: \$14.00  
CITY OF CASPER

**GREENWAY PARK II  
SUBDIVISION AGREEMENT AMENDMENT**

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of October, 2008, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as "City," and Haystack Properties, LLC, 290 Skyhill Drive, Golden, Colorado 80401, hereinafter referred to as "Owner."

**RECITALS**

WHEREAS, Haystack Properties, LLC, originally entered into a Subdivision Agreement with the City for the Greenway Park Addition on August 19, 2008, when the plat of Greenway Park was initially approved, said Subdivision Agreement being incorporated herein at this point as though fully set forth, hereinafter referred to as "Subdivision Agreement"; and,

WHEREAS, Haystack Properties, LLC (Owner) has applied to replat the Greenway Park Addition to create the Greenway Park II Addition, located between Missouri Street and Rustic Ridge, comprising approximately 61.23 acres; and,

WHEREAS, a plat of said Greenway Park II Addition has been prepared by the Owner and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this agreement.

WHEREAS, this Agreement shall serve as an amendment to the Subdivision Agreement; and,

WHEREAS, all other Sections of the original Subdivision Agreement shall remain unchanged and in effect.

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

**ARTICLE I: INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated herein at this point as though fully set forth as part of the Amendment.

**ARTICLE II: AMENDMENT OF SUBDIVISION AGREEMENT**

The Parties hereto agree to amend the Subdivision Agreement by amending Section 1.12(A) to read as follows:

1.12 Miscellaneous Requirements:

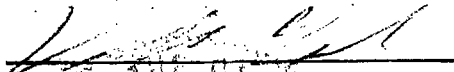
- A. *The Owner shall design and construct the traffic signal to be located at the intersection of South Missouri and East 15<sup>th</sup> Streets, and shall pay their proportionate share of the costs (36%). Said signal shall be installed concurrent with the construction of public improvements in Phase I of the development. The City will reimburse the applicant for the balance of the costs for design and construction of the signal (64%).*

**ARTICLE III: RATIFICATION**

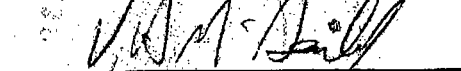
The parties hereto, in consideration of the mutual promises and covenants herein contained, hereby ratify the terms and conditions of the Greenway Park Addition Subdivision Agreement entered into by and between them on August 19, 2008, as amended hereby.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date first written above.


APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

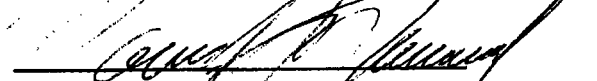
CITY OF CASPER, WYOMING  
A Municipal Corporation

  
\_\_\_\_\_  
Paul C. Bertoglio  
Mayor

WITNESSETH:

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

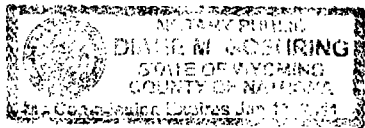
HAYSTACK PROPERTIES, LLC

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Paul C. Bertoglio, Mayor of the City of Casper, Wyoming, this 7<sup>th</sup> day of October 2008.

WITNESS my hand and official seal.

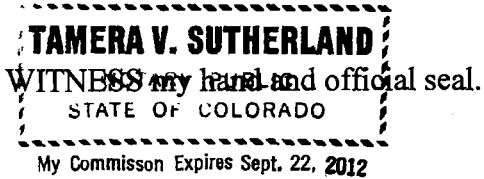


Diane M. Coe  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me by Donald Berland, authorized representative of Haystack Properties, LLC, this 2<sup>nd</sup> day of October, 2008.



Tamera V. Sutherland  
Notary Public

My Commission Expires: 9/22/12

THE GREENWAY PARK ADDITION  
SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of August, 2008, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter referred to as "City," and Haystack Properties, LLC, 290 Skyhill Drive, Golden, Colorado, 80401, hereinafter referred to as "Owner."

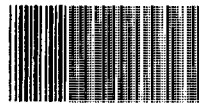
WHEREAS, Owner has applied to annex, plat, and zone 61.23-acres, more or less, and creating 41 lots, to be known as the Greenway Park Addition; and,

WHEREAS, a plat of the Greenway Park Addition has been prepared by the Owner and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this agreement.

WHEREAS, a copy of the Greenway Park Conceptual Phasing Plan, dated January 7, 2008, is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth;

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

SECTION 1 - OBLIGATIONS OF OWNER:



851620

NATRONA COUNTY CLERK, WYOMING  
Renea Vitto Recorded: TG  
Sep 10, 2008 03:12:04 PM  
Pages: 38 Fee: \$119.00  
CITY OF CASPER

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

1.1 Surveying:

- a. All subdivision corners and 1/16 corners shall be marked with 2" brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, identifying initial of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. The 1/16 corner shall be properly marked and verified as to the location, true elevation, and reference.
- b. Block and lot corners, points of tangency (PT's), and points of curves (PC's), shall be marked by ½" by 18" rebar driven flush with the ground surface, and identified by an aluminum cap. Points of intersection (PI's) of all blocks, and the PT's and the PC's of all curves shall be witnessed on site by an iron pin at the construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of lot and block corners will not be

necessary. Said markers shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.

- c. A record of all elevation data for the Addition of the 1/16 corner(s) shall be submitted to the Public Services Director prior to the issuance of any building permit.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by Section 16.24.010(R) of the Casper Municipal Code.

## 1.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director or designated authority for any and all phases of construction.

## 1.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- b. The Owner shall maintain, repair, and replace, if necessary, all the improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said streets dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Streets, sidewalks, curbs, and gutters shall be constructed in accordance with the 1993 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the Public Services Director. The Owner or its assignees shall maintain adjacent sidewalks and shall replace any sidewalks, curb

and gutters, or curbwalk that was broken during construction. Prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance.

1.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All streetlights shall be installed in compliance with City of Casper street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be metal, or as otherwise approved by the City Engineering Department.

1.5 Soils Analysis:

The Owner shall provide the City Engineer with a soils analysis concurrent with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the City Engineer. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director and the City Engineer, or their designees for approval. Approval of the construction plans is required before a building permit will be issued.

1.6 Stormwater Management:

At such time that the City Council elects to proceed with a drainage basin or sub-basin wide stormwater management program, the Owner shall be required to participate by paying Owner's proportionate share of the total costs for the stormwater management facilities that would be required to mitigate any adverse basin or sub-basin runoff impacts from the subject property. The method for calculating owner's proportionate share shall be at the City Engineer's sole discretion.

1.7 Erosion Control Program:

The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner shall submit, and have approved by the City Engineer, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit. An earthwork permit shall be obtained from the City Engineer prior to any earthwork taking place in the Addition.

1.8 Retaining Walls:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the City Engineer and Community Development Director, or their designee for approval. Approval of the design(s) is required before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the

property lines. Maintenance of said walls shall be the responsibility of each individual lot Owner.

1.9 Water and Sewer:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water line sizes shall be as determined by the City. Water main stub-outs shall be installed to the south property line of East 21<sup>st</sup> Street.
- c. The Owner at its cost shall install water service lines in accordance with City specifications to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall construct the necessary sewer lines to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer sizes shall be as determined by the City. Sewer main stub-outs shall be installed to the south property line of East 21<sup>st</sup> Street.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Addition.

- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- i. Easements for all off-site utilities and future bikeway/pedestrian pathways and access must be provided prior to application for a permit to construct being made to City.
- j. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- k. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost at the time of the agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the City.

#### 1.10 Street and Traffic Signs and Controls:

Owner shall pay the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, striping crosswalks, and traffic calming devices, as determined by the City Engineer or his designee in his sole discretion.



1.11 Surety required:

In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.

A. Surety Required Prior to Construction of Improvements and During Warranty Period.

1. The Owner shall provide financial security as provided herein in order to assure that the required streets, drainage facilities, water distribution systems, sewerage collection systems and any other required public improvements as outlined in the subdivision agreement are constructed in compliance with the city's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
2. A project may be constructed without financial security as otherwise required herein provided that the owner/subdivider submits to the City a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the subdivision agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
3. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded agreement between the Owner and the contractor as set forth in subsection (A)(2) of this section shall be provided to the City.
4. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial

surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent of the total construction costs of such improvements. This financial security for the warranty period of eighteen months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

B. Forms of Financial Security.

1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the city;
- b. Cash;
- c. Surety bonds on forms provided by the City of Casper;
- d. Unconditional letter of credit subject to the laws and courts of the state of Wyoming in a form approved by the City.

C. Construction Cost of Improvements.

The Owner's engineering consultant shall provide actual construction costs to the city for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include curb, gutter, street pavement, sidewalks, curbswalks, drainage facilities such as storm sewers, water and sewer lines, as outlined in the subdivision's drawings and specifications.

D. Release of Security.

The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the owner/developer within ten calendar days.

1.12 Miscellaneous Requirements:

- A. The Owners shall pay their proportionate share of the cost of design, engineering, materials and installation of a traffic signal at the intersection of South Missouri and East 15<sup>th</sup> Street when directed by the City Council or the City Manager. According to the

traffic study performed by SEH Inc, dated June 22, 2007 and revised on July 27, 2007, the Owner's estimated proportionate share is approximately Thirty-Six Percent (36%) based on traffic generation. The Owner shall pay the City upon invoicing of the amount, and said invoice shall include appropriate engineering, design or construction estimates. The City agrees to cause the installation of said traffic signal prior to the issuance of the last certificate of occupancy for the development.

- B. The Owner shall construct East 21<sup>st</sup> Street concurrent with Phase I (see Exhibit A). The Owner shall pay fifty percent (50%) of the actual cost of design, engineering, materials and construction of East 21<sup>st</sup> street, plus all escalation of costs (if any) as further described in Section 2 (B) of this Agreement, for the portion of the street that is adjacent to the Greenway Park Addition. East 21<sup>st</sup> Street shall be constructed according to City specifications, as a collector street. The Owner's obligation includes, but is not limited to, the construction of paving, detached sidewalks, curb, gutter, public utility extensions and stormwater improvements.
- C. The Owner shall submit a final drainage study to the City Engineering Department for review and approval prior to the issuance of a permit to construct any phase of the subdivision.
- D. Prior to the development of Greenway Park, the Owner shall submit a sanitary sewer study for review and approval by the Public Utilities Manager.
- E. Owner shall ensure that there are two or more points of vehicular access (streets) for the subdivision prior to the construction of any structures.
- F. The Owner or Homeowner's Association shall be responsible for the maintenance of all landscaping and traffic islands located within the public right-of-way.

#### SECTION 2 - OBLIGATIONS OF CITY:

- A. The City shall issue a building permit and certificate of occupancy for the buildings in the Greenway Park Addition under the terms of this agreement, upon performance by the Owner of the conditions set forth, in said agreement, and pursuant to the Casper Municipal Code. All building permits will be issued by the Community Development Director or his designee in accordance with the Casper Municipal Code.
- B. East 21<sup>st</sup> Street shall be constructed according to City specifications, as a collector street. The City shall pay fifty percent (50%) of the actual or estimated cost of design, engineering, materials and construction, whichever is lower, of East 21<sup>st</sup> street, for the portion of the street that is adjacent to the Greenway Park Addition. The City shall not pay more than 50% of the estimated 2008 costs, as determined by a written estimate provided by a Wyoming Registered Engineer, and accepted by the City Engineer. Any escalation of costs from the delay of the construction of the street beyond 2008, or from actual costs that exceed the written estimate, shall be paid by the Owner. Construction shall be completed by the Owner concurrent with Phase I (Exhibit A). The City will recapture its costs when the property south of East 21<sup>st</sup> Street develops in the future.

- C. The City shall extend the proposed pedestrian pathway from its northern terminus located at the north property line of the Greenway Park Addition, to East 15<sup>th</sup> Street.

SECTION 3 – REMEDIES:

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its successors in interest.
- b. After written notice to the Owner of those items which have not been completed or properly completed, and upon failure to cure the same by the Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this paragraph are in addition to any other remedies specifically provided for in this agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

SECTION 4 – GENERAL PROVISIONS:

- A. THIS AGREEMENT shall be binding upon, and shall inure to the benefit of all parties hereto, their successors and assigns.
- B. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- C. Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- D. THE OWNER represents, by their signature below, that there are no outstanding mortgages against the property to which this agreement relates; or, in the alternative if a mortgage exists, by its signature below, the mortgage holder, and all mortgage holders, consent to the terms of this contract on their own behalf and on behalf of their successors. In the event that the mortgage holder becomes the Owner of the property, the mortgage holder is not bound to physically complete the improvements agreed to by Owner.

Mortgage holder is not a guarantor of the obligations of the Owner, except that mortgage holder's interest is subject to any dedications or other conveyances made by Owner to the public, the City or any other public entity. However, any other subsequent property Owners are obligated to complete the obligations of the Owner.

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

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

APPROVED AS TO FORM:

Walke E. Ironbit III

ATTEST:

V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

Paul C. Bertoglio  
Paul C. Bertoglio  
Mayor

WITNESSETH:

Karen Victoria  
Printed Name: Karen Victoria  
Title: Vice-President

HAYSTACK PROPERTIES, LLC

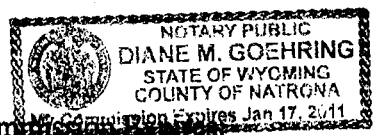
John S. Neilson  
Printed Name: John S. Neilson  
Title: manager

ACKNOWLEDGEMENT

STATE OF WYOMING )  
 )ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Paul C. Bertoglio, Mayor of the City of Casper, this 1<sup>st</sup> day of August, 2008.

WITNESS my hand and official seal.



My Commission Expires Jan 17, 2011

Diane M. Goehring  
Notary Public

ACKNOWLEDGEMENT

STATE OF Colorado )  
 )ss.  
COUNTY OF T Jefferson )

The foregoing instrument was acknowledged before me by John S. Neilson, as Manager, for Haystack Properties, LLC, this 2nd day of February, 2008.

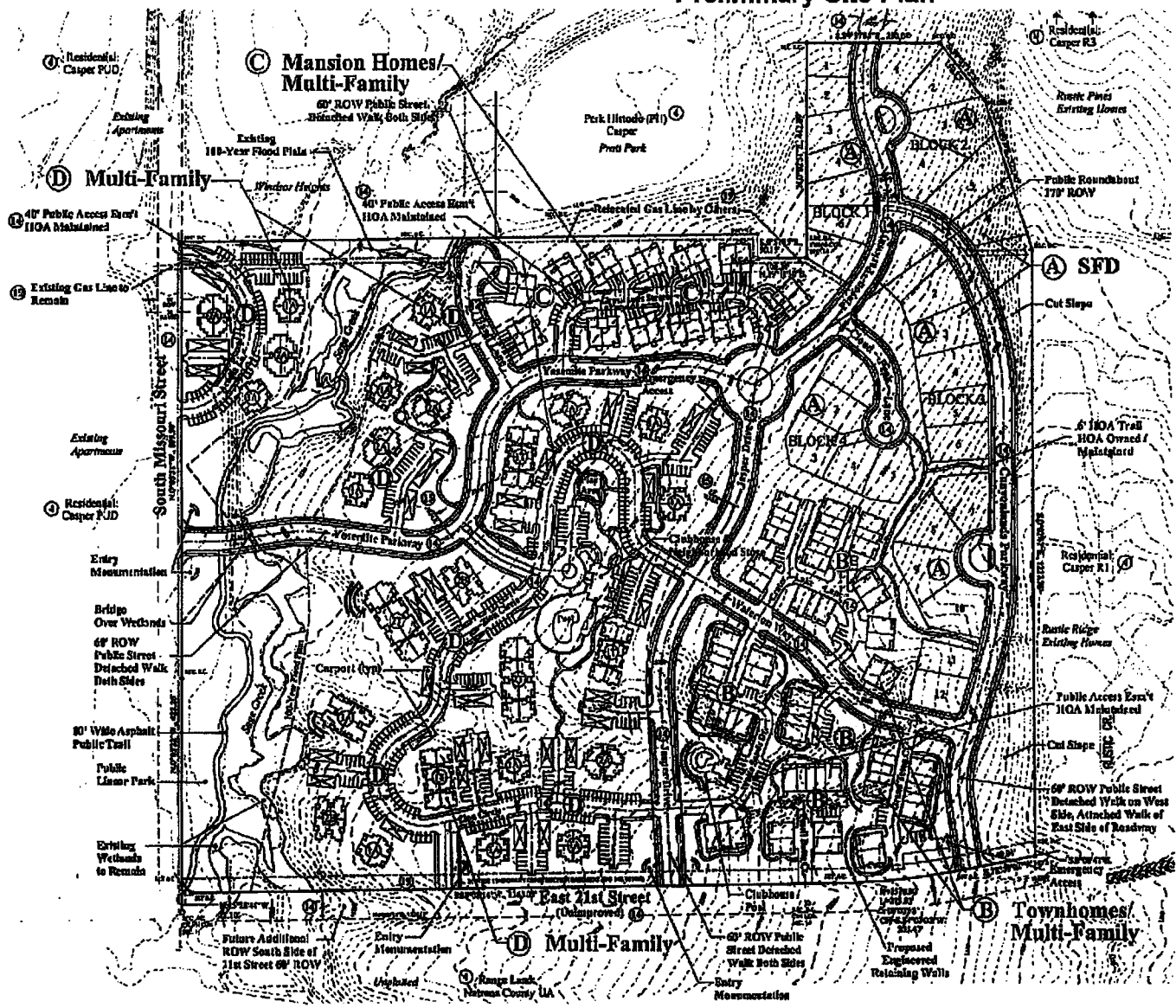
WITNESS my hand and official seal.

My Commission Expires 8/22/09

John S. Neilson  
Notary Public

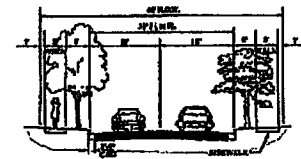
# Greenway Park

## Planned Unit Development Site Plan Preliminary Site Plan

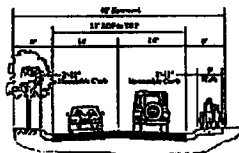


### Land Use Summary Table:

Total land area:	58.73 ac. +/-
⑥ Maximum Allowable Building Height:	45'-0"
Proposed Building Height:	
A. SFD:	35'-0" Max.
B. Townhomes / Multi-Family:	39'-0" Max.
C. Mansion Homes / Multi-Family:	39'-0" Max.
D. Multi-Family:	40'-0" Max.
Total number of dwelling units:	429 Units
A. SFD:	39 Units
B. Townhomes / Multi-Family:	63 Units
C. Mansion Homes / Multi-Family:	36 Units
D. Multi-Family:	380 Units
Dwelling units per acre:	7.3 +/- DU/ac.
Parking:	
A. SFD (2 car garages/2 on apron)	Ratio: 120 Spaces 4.0:1
B. Townhomes / Multi-Family (2 car garages / 30 surface spaces)	Ratio: 176 Spaces 2.8:1
C. Mansion Homes / Multi-Family (2 car garages / 2 on apron / 10 surface spaces)	Ratio: 184 Spaces 4.3:1
D. Multi-Family (398 surface parking / 285 covered spaces)	Ratio: 684 Spaces 2.0:1



Public Access Easement - 15' Easement (15'x12'x12'x12')



60' ROW Public Street - Detached Walk on West Side, Attached Walk on East Side of Roadway



Trail Section (15')



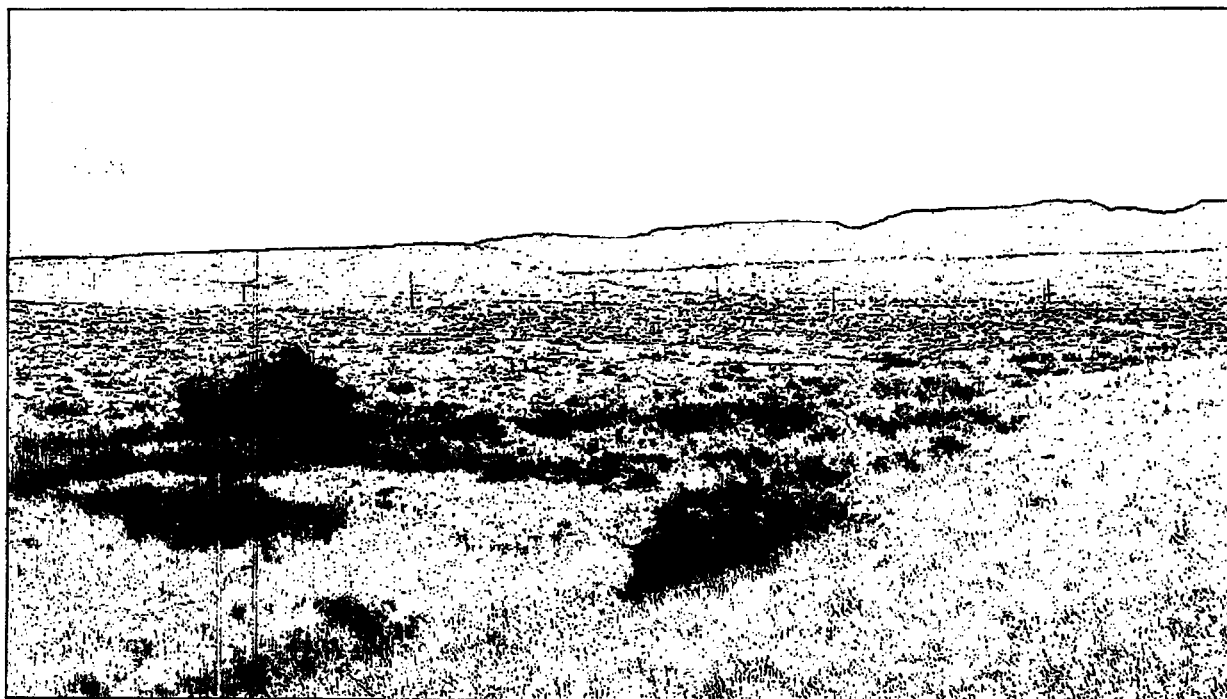
August 24, 2007  
Rev. Dec. 30, 2008  
Job No. 061923

# CITY Exhibit A

CITY  
Exhibit B

# Greenway Park

*Planned Unit Development (PUD)  
Narrative and Guidelines*



*Casper, Wyoming  
August 24, 2007  
Rev. January 07, 2008*



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### **Exhibits**

- A. Legal Description
- B. Vicinity Map
- C. PUD Plan

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **I. Project Overview and Intent:**

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. The focus of Greenway Park will be to provide the City of Casper with a variety of dwelling units. The mix of multi-family buildings, mansion homes, townhomes and single family detached units will provide the City of Casper with a vibrant residential area that is needed for the current marketplace.

The principles used to guide this planned community capable of responding to the current and changing market place are as follows:

- Provide a mix of residential unit types that will be able to respond to existing and future market conditions.
- Allow a variety of creative solutions and flexibility that can be utilized during final construction of the residential tracts.
- Work the infrastructure and building units to most effectively use the existing character or the land.
- Promote walkability throughout the site as well as connection to adjacent parcels.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **II. Authority and Definitions**

These standards will apply to all property contained within the Greenway Park development. These guidelines will become the governing standards for review, approval and modification of development activities on the Property. The subdivision and zoning ordinances and regulations for the City of Casper will apply where the provisions of this guide do not address a specific subject.

For the purposes of this PUD, the following terms shall have the meaning as set forth below:

**City** – The City of Casper, Wyoming.

**Code** – The City of Casper Municipal Code, latest revision.

**Commission** – The Planning and Zoning Commission for the City of Casper.

**Council** – The City Council for the City of Casper.

**Design Guidelines** – The design guidelines for the Property as adopted by the Developer and the City.

**Developer** – Haystack, LLC

**HOA** – Homeowner's Association for the Property.

**MF** – Multi-Family units.

**Owner** – the owner of all or a portion of the Property.

**Parcel** – Any tract, parcel, lot or portion of the Property.

**Planning Department** – The Planning Department within the City of Casper's Community Development Department.

**Property** – The real property located in Natrona County, Wyoming as described in Exhibit A attached hereto.

**PUD** – Refers to this document, which constitutes the Planned Unit Development for this Property.

**SFD** – Single Family Detached homes.

**Site** – Refers to the Property.

***Greenway Park - Planned Unit Development Narrative & Guidelines***

**III. Contact Information:**

**Applicant/Developer**

Haystack, LLC.  
John Neilson  
290 Skyhill Drive  
Golden, Colorado 80401

**Land Planner**

David A. Clinger & Assoc.  
David Clinger  
21759 Cabrini Blvd.  
Golden, CO 80401  
(303) 526-9126

**Engineer**

WLC  
Jason Meyers  
200 Pronghorn  
Casper, Wyoming 82601  
(307) 266-2524

**IV. Site Analysis:**

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. Greenway Park is bounded on the south by East 21<sup>st</sup> Street (unimproved) and unplatted land, on the east by single family residential subdivisions (Rustic Ridge and Rustic Pines), on the north by Pratt Park and Windsor Heights, and on the west by South Missouri Street and apartments.

The Project slopes from southeast to northwest and falls approximately 100 feet throughout the site. Sage Creek flows from south to north along South Missouri Street through the westerly portion of the site. The site is currently undeveloped and is covered with native grasses, sagebrush and yucca. There is existing wetland vegetation along Sage Creek.

Access to the Property will be off of South Missouri Street, the extension of Pinyon Parkway, and East 21<sup>st</sup> Street, when it is improved.

The existing zoning for the property is R3 and AG. The adjacent zoning to the Property is R1, R3, R4, AG and PH

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **V. Planning Areas and Phasing:**

Greenway Park will be a vibrant residential community with a mix of residential unit types. The economic market, the location of the site, existing and proposed markets, financial viability, and consideration for existing development and natural features of the Project were used in considering the areas and residential unit types.

The area around Casper is in pressing need of newly constructed and attractive apartments. There are plenty of production homes available within the Casper area, but not many new apartment projects have been developed in Casper within the last 25 years. Along with current mortgage problems, it is harder and harder for the workforce to purchase SFD homes. Therefore, more and more singles, couples and even families will be looking for nice, new apartments for lease until the market is more viable for home ownership. Therefore, Greenway Park has provided approximately 21.3 acres of MF II – Multi-Family units. These units will be two and three story structures with either 8 or 24 units per building. There will be approximately 300 total multi-family units within parcels P1, P3 and P5, or 13.1 DU/Ac. (See Appendix C)

To provide a mix of MF unit types, Greenway Park has also provided parcels for Mansion Homes / Multi-Family (MF I) and Townhomes / Multi-Family (MF III). The Mansion Homes are 3-unit buildings that are designed to appear as a single, large residential home. It is planned that there will be approximately 36 Mansion Homes within parcel P8, or 9.7 DU/Ac. The Townhomes will have 2 to 6 units per building and will be a transition between the MF II – Multi-Family parcel and the SFD parcel. There will be approximately 63 Townhomes within parcels P6 and P7, or 7.3 DU/Ac. (See Appendix C)

To provide a transition from the higher density along the westerly portion of the site, SFD lots are located along the easterly portion of the site, next to the existing Rustic Ridge and Rustic Pines neighborhoods. These semi-custom homes will be located in the easterly parcels where there are greater slopes. To work with the existing topography and to provide an open space buffer from Rustic Ridge, the homes have been located on the west side of the proposed public roadways. The easterly walk along Pinyon Parkway and Canyonlands Parkway will be attached to help the Project with the slope up to the existing residences at Rustic Ridge. Due to the single loaded streets and existing slopes of the site, the proposed SFD will not impede the views of the existing residences to the east.

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge. The remaining are along the Sage Creek drainage way. The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site.

### ***Greenway Park - Planned Unit Development Narrative & Guidelines***

These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north.

The Project will be phased based on market demand. It is planned that portions of the Multi-Family parcels and a few Mansion Homes will be developed first. The remaining Multi-Family, Mansion Homes, Townhomes, and Single-Family lots will be developed in future phases. Initial access through the site will be provided from South Missouri Street to the west and East 21<sup>st</sup> Street to the south. This will provide the initial phases with two points of access.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **VI. Planned Unit Development Guidelines:**

The land uses identified in the Planned Unit Development Plan is to provide a guide for the development of Greenway Park. The land use areas and boundaries, as depicted, are conceptual and subject to alteration through the approval of the City of Casper Community Development Department. Changes made to the PUD, if considered minor in nature, will be revised through an administrative process within the City's Community Development Department and will not be taken to the City's Planning and Zoning Commission or City Council public hearings.

Additional, detailed site plans, involving street layouts, easement locations, lot configuration, lot sizes, building envelopes, architectural features and landscape design may be required with the development of each individual parcels. These detailed plans will conform to the general guidelines established in this document but may be allowed to revise specific details with the approval of the City of Casper Community Development Department. As long as the detailed plans are in general conformance with the PUD document then the review and acceptance of the detailed plans will be done administratively within the City's Community Development Department.

Replatting will be required with the submittal of detailed site plans. The replatting will be done so that the final easement locations, building envelopes, lot lines and setback can be established at the time of final site work. This replatting will follow the review and approval guidelines established by the City of Casper Community Development Department and require approval of the Planning and Zoning Commission and the City Council.

A total of 20% open space will be provided for the entire site. This will include the open space parcel shown on the PUD Plan as well as internal open space within each of the residential parcels.

Model homes are allowed in all parcels. The City will not issue an occupancy permit for any model home structure until the utilities are installed.

Sales offices and signs are permitted in all parcels for the duration of the initial unit/lot sale of the community.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **a. Land Use Designations and Descriptions (See Exhibit C for area locations)**

#### **SFD**

The single family detached lots will be located along the easterly side of the Project in parcels P9, P10 and P11. These parcels total approximately 7.6 acres and will be developed into approximately 30 lots (3.9 DU/Ac.). These lots are located along the easterly portion to provide: 1) a transition from the existing residences to the east and the greater density to the west, 2) design walk-out lots and single load the streets to allow development on a slope, 3) provide semi-custom homes that will match with the proposed development as well as the existing homes to the east, 4) offer spectacular view to the south and southwest.

#### **MF I – Mansion Homes / Multi-Family**

The MF I - Mansion Homes parcel is located along the northerly portion of the Project, next to Pratt Park. This area is designated as parcel P8 on the PUD Plan and is approximately 3.7 acres and will be developed into approximately 36 units (9.7 DU/Ac.). This parcel will provide an additional MF unit design as well as act as a transition from the apartments to the SFD parcel. The Mansion Homes are 2 story, 3-unit buildings that are designed to appear as a single, large residential home.

#### **MF II – Multi-Family**

The MF II – Multi-Family parcel are located along the westerly portion of the Project in parcels P1, P3 and P5. These multi-family structures will be 2 and 3 story buildings with 8-units per building and 24-units per building. These building will be served by private, HOA maintained roadways and will have an extensive trail/walking system to provide connections throughout the site. The parcel area for MF III – Multi-Family is approximately 21.3 acres and will be developed into approximately 300 units (14.1 DU/Ac.).

#### **MF III – Townhomes / Multi-Family**

The MF III – Townhomes parcels are located in the middle of the site and will be a transition from SFD to MF II – Apartments. The parcels for MF-Townhomes are parcels P6 and P7, and are approximately 8.6 acres. These parcels will be developed into approximately 63 units (7.3 DU/Ac.). The Townhomes will be two story buildings and have 2 to 6 units per building.

#### **OS – Open Space**

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge (parcel P12). The remaining two are along the Sage Creek drainage way (parcel P2 and P4). These parcels are approximately 8.6



***Greenway Park - Planned Unit Development Narrative & Guidelines***

acres and account for approximately 14% of the site. Additional open space will be provided within each of the residential parcel so that a minimum of 20% open space is provided for Greenway Park.

The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond, north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site. These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north. In addition, Greenway Park is currently planning on working with the City to provide a 10' wide, asphalt trail along Sage Creek, connecting East 21<sup>st</sup> Street with Pratt Park.

***Greenway Park - Planned Unit Development Narrative & Guidelines***

**b. Building Height, Setbacks and Minimum Lot Size**

**Objective:**

To provide a variety of acceptable building heights and setbacks related to the parcel designations and market demand.

**Design Guidelines:**

Factors in determining the building heights and setbacks may include the building type, architectural style, building configuration and building orientation, as well as, the building's relationship to adjacent uses, open space, pedestrian circulation and landscape treatment.

Variable front yard setbacks are encouraged to provide visual variety to the street scene.

Minimum lot widths, sizes, intensity, building heights and setbacks that are established by this Planned Unit Development supersede the City of Casper Municipal Code, where applicable.

Revisions or changes to the building heights, setback and lot sizes will be allowed with approval from the City of Casper Community Development Department.

Minimum Heights, Setbacks and Lot Sizes				
	SFD*	MF I	MF II	MF III
Parcels	P9, P10, P11	P8	P1, P3, P5	P6, P7
Min. Lot Area	5,850 SF	10,000 SF	10,000 SF	10,000 SF
Min. Lot Width	50'	100'	100'	100'
Min. Lot Depth	88.5'	100'	100'	100'
Front Setback	20'	15'	15'	15'
Rear Setback	10'	15'	15'	15'
Side Setback	5'	5'	5'	5'
Side Adjacent to Street	15'	15'	15'	15'
Building Height	35'	35'	35'	45'

\* Flag Lots will be allowed within the SFD parcels.

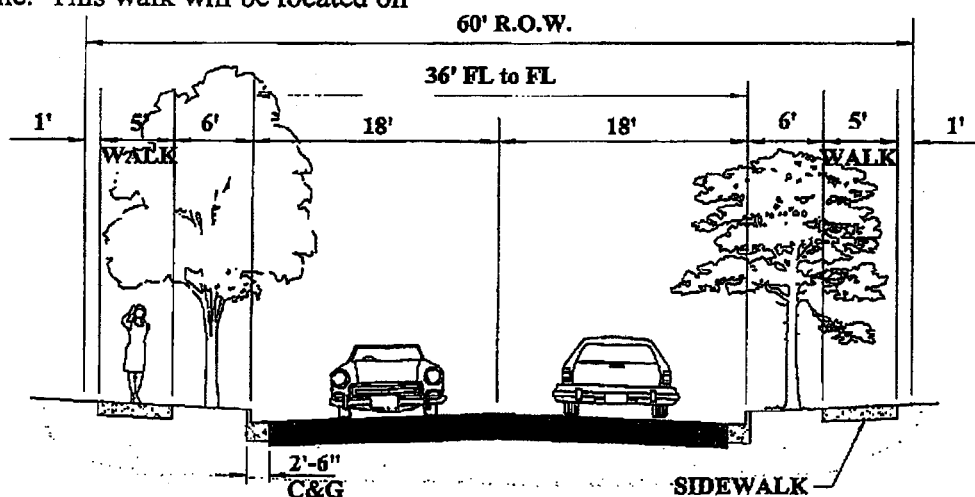
## *Greenway Park - Planned Unit Development Narrative & Guidelines*

### c. Street Standards

#### **Public Residential Streets**

All public roadways through this site will use this street section. These roadways include Yosemite Parkway, Banff Lane, Cloud Peak Lane, Jasper Drive, Waterton Way, Pinyon Parkway and Canyonlands Parkway. The Public Residential Streets shall be designed to the following guidelines:

1. 60' Right-of-Way (additional right-of-way may be required if an additional lane is needed for turning movements at intersections)
2. 32' pavement width. 36' flowline to flowline width.
3. Parking to be provided on both sides of roadway.
4. 6" vertical curb with 2' pan.
5. 6' landscape strip (both sides) from flowline to edge of walk.
6. 5' detached walk located 6' from flowline and 1' from right-of-way line. This walk will be located on
7. 125' minimum horizontal centerline radius.
8. 75' minimum tangent between reverse curves.
9. 25 MPH posted speed.
10. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department.



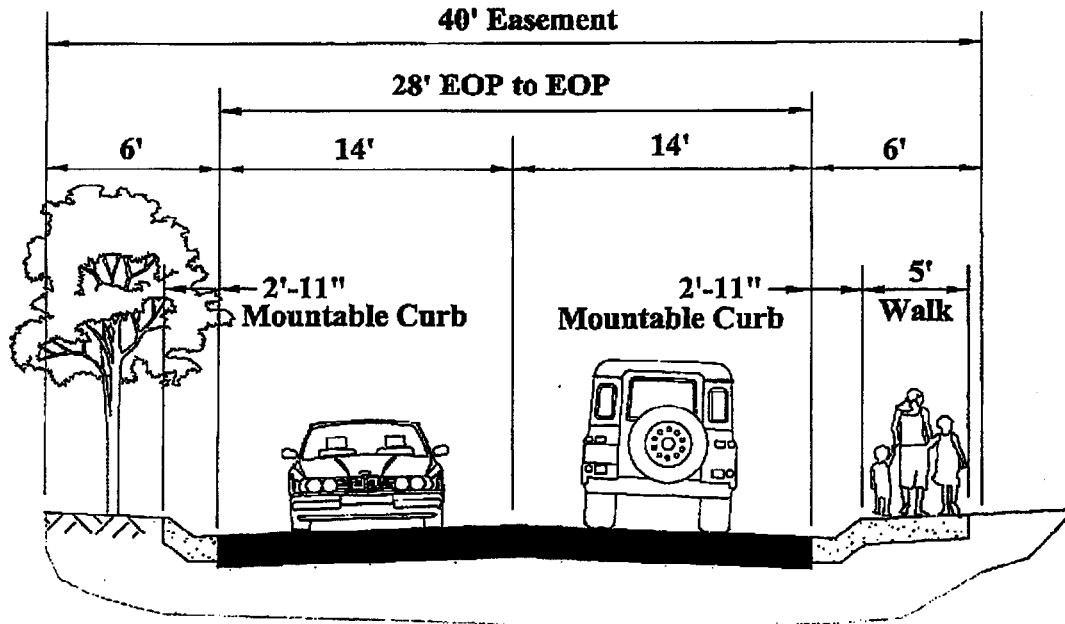
### **Public Residential Street - 60' R.O.W. (NTS)** **Parking allowed on both sides of roadway**

**Greenway Park - Planned Unit Development Narrative & Guidelines**

**Public Access Easements/Drives**

Public Access Easements/Drives are provided for access to all attached units and to the parking for the attached units. Parallel parking will not be allowed on these Public Access Easements/Drives. Parking will only be allowed in the perpendicular parking stalls, covered parking areas, driveway aprons and garages. All Public Access Easements/Drives will be owned and maintained by the Home Owners Association. Public Access Easement/Drive will follow the following guidelines:

- |   |   |
|---|---|
| 1. 40' Right-of-Way or Easement (dedicated to the H.O.A.).  | the edge-of-pavement line at a minimum.   |
| 2. 28' pavement width.  | 6. 50' min centerline radius.   |
| 3. 2'-11" mountable curb and gutter.  | 7. 15 MPH posted speed.   |
| 4. 5' attached walk (on one side only).   | 8. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department. |
| 5. This cross-section will be adjusted when parking areas and garages are located along the right-of-way. These will come off the pavement at |   |



**Private Access Easement - 40' Easement (NTS)  
HOA Owned & Maintained**

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

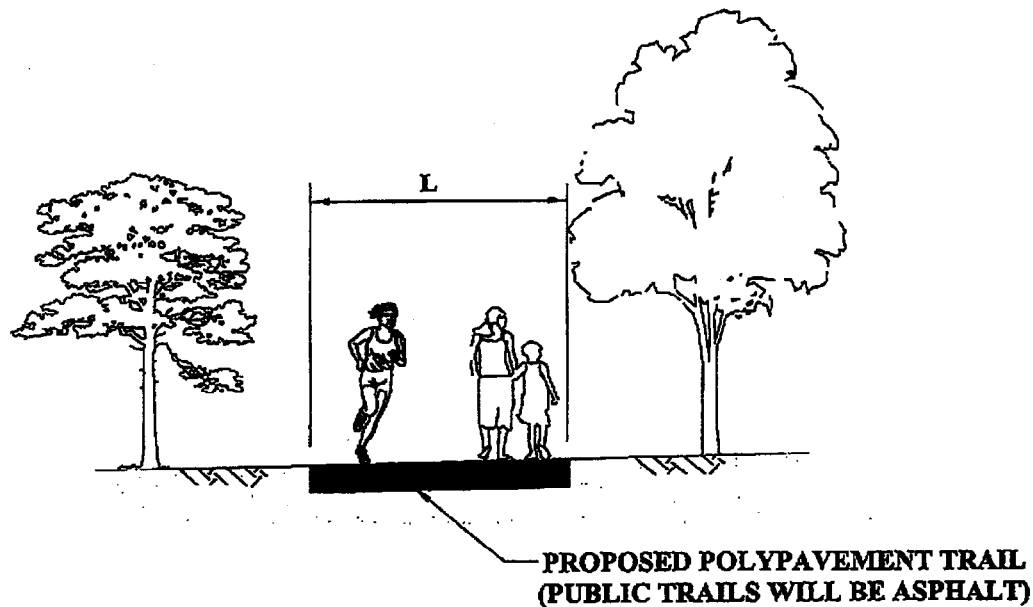
### **Trails**

Trails will be provided throughout the site to provide connection and walkability within the Project, as well as to adjacent parcels and Pratt Park to the north of the site. Trails will follow the following guidelines:

HOA maintained trails will be constructed of Polypavement or approved equal.

All Private trails within the Project will be 6' wide. These trails will be owned and maintained by the HOA.

All public trails used for emergency access or direct access to Pratt Park, along Sage Creek will be 10' wide. These trails will be constructed of asphalt and will be owned and maintained by the City of Casper.



### **Trail Sections (NTS)**

- L = 6' FOR PEDESTRIAN TRAILS - HOA OWNED & MAINTAINED**
- L = 10' FOR TRAILS NECESSARY TO PROVIDE EMERGENCY VEHICLE ACCESS / PUBLIC TRAIL TO PARK**

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **d. Parking:**

#### **Objective:**

To provide adequate amount of parking to satisfy the proposed uses within this PUD.

#### **Design Guidelines:**

Provide parking in an attractive and unobtrusive manner through the use of parking placement, location next to buildings and landscaping features.

Each SFD unit will provide a minimum of two garage parking spaces along with two spaces within the driveway apron for a total of four off-street parking spaces per unit.

All public roadways will allow parallel parking on both side of the street.

MF I parcel will include four off-street parking spaces per unit. Two of these spaces will be in the garage and two spaces will be provided in the driveway apron.

MF II parcel will include 1.5 off-street parking spaces for 1 bedroom units, 2.5 off-street parking spaces for 2 bedroom units, and 2.5 off-street parking spaces for 3 bedroom units. These off-street parking spaces including both covered and non-covered parking.

MF III parcel will include 1.8 off-street parking spaces per unit. Two spaces will be in the garage and 0.8 space will be provided in driveway aprons and/or off-street parking spaces for residents and guests.

Minimum parking stall size will be 9'x20' with handicap spaces to be designed to conform to current ADA standards.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **e. Landscaping and Fencing:**

#### **Objective:**

Provide landscape features and fences that will visually enhance the project as a whole. These features will also provide transitions and buffers between adjacent parcels, streets and differing land uses.

#### **Development Guidelines:**

The use of landscaping will be provided to minimize the visual impact of parking areas.

Retain existing wetlands and vegetation along Sage Creek, when possible.

Provide xeriscape where practical in order to lessen water requirements for the landscaping.

Screening will be provided when buildings are adjacent to major streets and between differing land uses. Examples for screen include: shrubs, walls, trees, and berms.

***Greenway Park - Planned Unit Development Narrative & Guidelines*****f. Lighting:****Objective:**

The purpose of the lighting design will be to provide lighting that is appropriate to the individual parcels but to be consistent with an overall community theme.

**Development Guidelines:**

All lighting will be consistent with the overall theme of Greenway Park. A coordinated lighting standard will be used throughout the Project.

Lighting fixtures will reflect the character, height and scale of the proposed development. The lighting will be used to provide safety and enhance landscape, building and architectural features.

Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.



***Greenway Park - Planned Unit Development Narrative & Guidelines***

**g. Signage and Monumentation:**

**Objective:**

To provide guidelines for signage and monumentation that will be consistent with the architectural features, landscape features and overall community at Greenway Park.

**Development Guidelines:**

Signs within Greenway Park boundary shall comply with the standards set forth in Title 17, Chapter 17.96 Signs of the City of Casper Municipal Code unless otherwise provide in this PUD Guideline document.

All materials used in signage, other than temporary signs and traffic signs, shall be durable and permanent in nature. These signs shall be constructed to require minimum maintenance and be resistant to weathering and staining.

Project signs that identify Greenway Park community may be provided at each of the project entrances. These monument signs will be designed within an overall landscape and monument design theme. The project signs will be ground mounted with a maximum text area of 100 square feet per face and a maximum of two faces per entry to the project. The text area will not exceed eight feet in height, as measured from finished grade. Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

# **EXHIBITS**

# Greenway Park

## Planned Unit Development

### Exhibit A OWNER

#### Legal Description:

A TRACT OF LAND BEING A PORTION OF THE N1/2 OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., AND ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7, "PRATT ADDITION NO. 6" (PHASE ONE) TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:

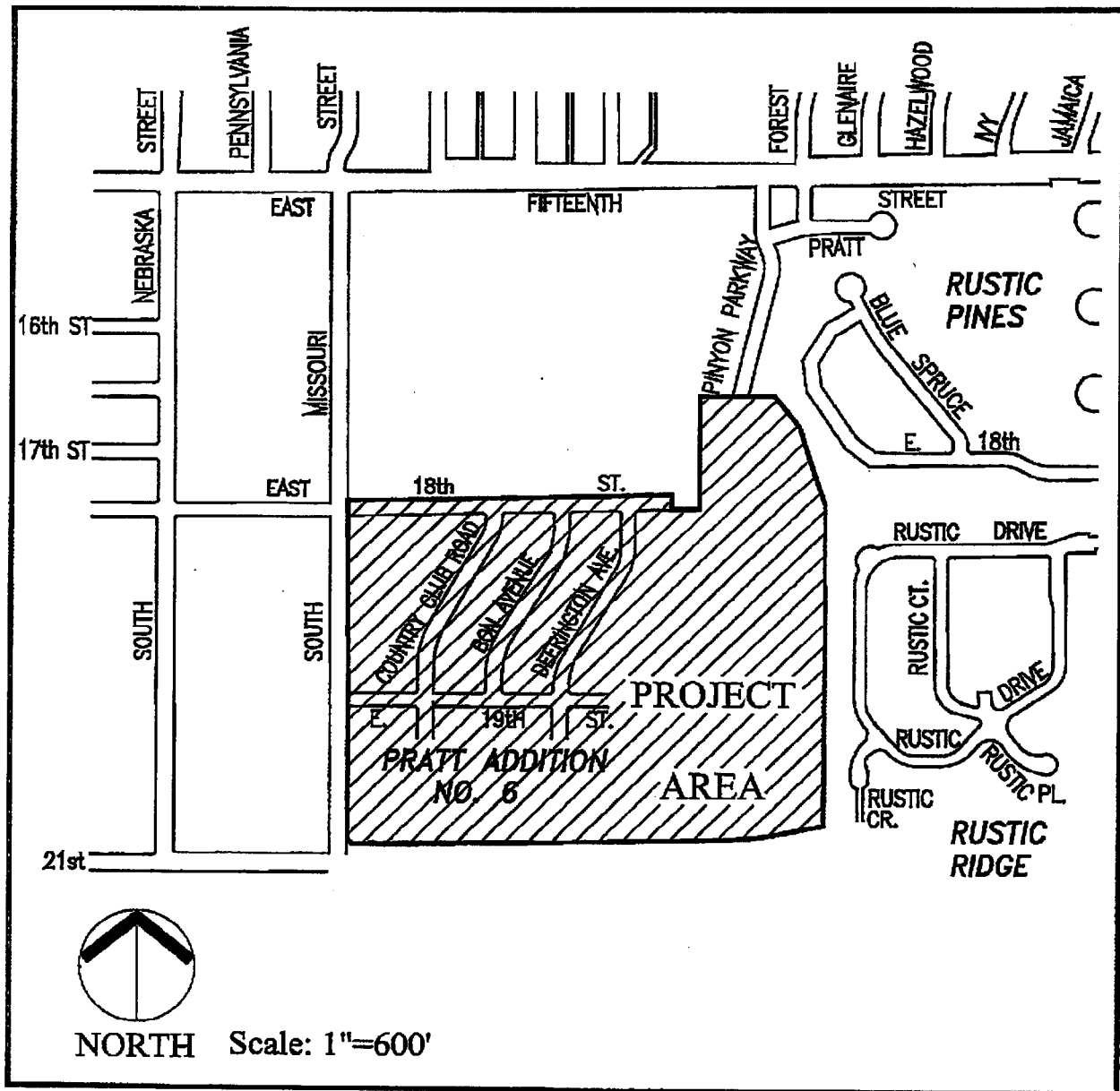
COMMENCING AT A FOUND BRASS CAP MARKING THE C-N 1/16 CORNER OF SAID SECTION 14, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE N.0°02'51"E., (N.00°38'13"W., RECORD) ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 442.89 (442.02, RECORD) FEET TO A BRASS CAP AT A POINT WHICH LIES ON THE SOUTH LINE OF RUSTIC PINES ADDITION; THENCE S.89°57'04"E., (N.89°22'41"E., RECORD) ALONG THE SOUTH BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 280.04 (280.09, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.39°47'04"E., (S.39°47'04"E., RECORD) CONTINUING ALONG THE SOUTHERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 150.16 (149.94, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.17°43'07"E., (S.18°23'50"E., RECORD) CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 325.40 (325.53, RECORD) FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION TO THE CITY OF CASPER; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE, 1227.78 (1227.45, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF SAID RUSTIC RIDGE; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE AS EXTENDED SOUTH, 21.23 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE TRACT OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE NORTH LINE OF A 60.00 FOOT WIDE RIGHT-OF-WAY FOR THE FUTURE EXTENSION OF EAST 21ST STREET; THENCE S.78°59'02"W., (S.78°18'23"W., RECORD) ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 148.91 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THIS TRACT OF LAND, THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°03'58" (10°02'58" RECORD) AND AN ARC LENGTH OF 275.83 (275.37, RECORD) FEET, SAID CURVE HAVING A CHORD BEARING AND A DISTANCE OF S.84°07'02"W. (S.83°25'56"W., RECORD) AND 275.47 (275.02, RECORD) FEET, TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF TANGENCY; THENCE S.89°08'14"W., (S.88°27'25"W., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 1363.03 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION; THENCE N.45°28'44"W., (N.46°09'33"W., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 28.10 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MISSOURI STREET; THENCE N.0°05'22"W., (N.00°48'32"W., RECORD) ALONG THE EAST LINE OF PRATT ADDITION NO. 4 AND ALONG THE WESTERLY LINE OF THIS TRACT OF LAND, 422.26 (422.22, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE N.0°05'51"W., ALONG THE WEST LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE EASTERLY LINE OF 50 FOOT WIDE SOUTH MISSOURI STREET, 899.90 FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE SOUTHWEST CORNER OF WINDSOR HEIGHTS ADDITION TO THE CITY OF CASPER; THENCE N.89°12'07"E., ALONG THE NORTHERLY LINE OF SAID PRATT ADDITION NO. 6 AND THE SOUTH LINE OF SAID WINDSOR HEIGHTS ADDITION AND SOUTH LINE OF PRATT PARK, 1224.10 FEET TO A FOUND BRASS CAP AT THE NORTHEASTERLY CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE S.0°57'35"E., ALONG THE EASTERLY LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND SAID PRATT PARK 50.15 FEET TO AN ALUMINUM CAP RECOVERED THIS SURVEY AT THE INTERSECTION BETWEEN THE EASTERLY BOUNDARY LINE OF PRATT ADDITION NO. 6 (PHASE ONE) NORTH LINE OF THE SE1/4NW1/4 OF SECTION 14; THENCE N.89°11'30"E., (N.88°32'00"E., RECORD) ALONG THE NORTH LINE OF SAID SE1/4NW1/4 OF SAID SECTION 14, 106.34 (106.43, RECORD) FEET TO THE POINT OF BEGINNING AND CONTAINING 58.73 ACRES, MORE OR LESS.

# Greenway Park

## Planned Unit Development

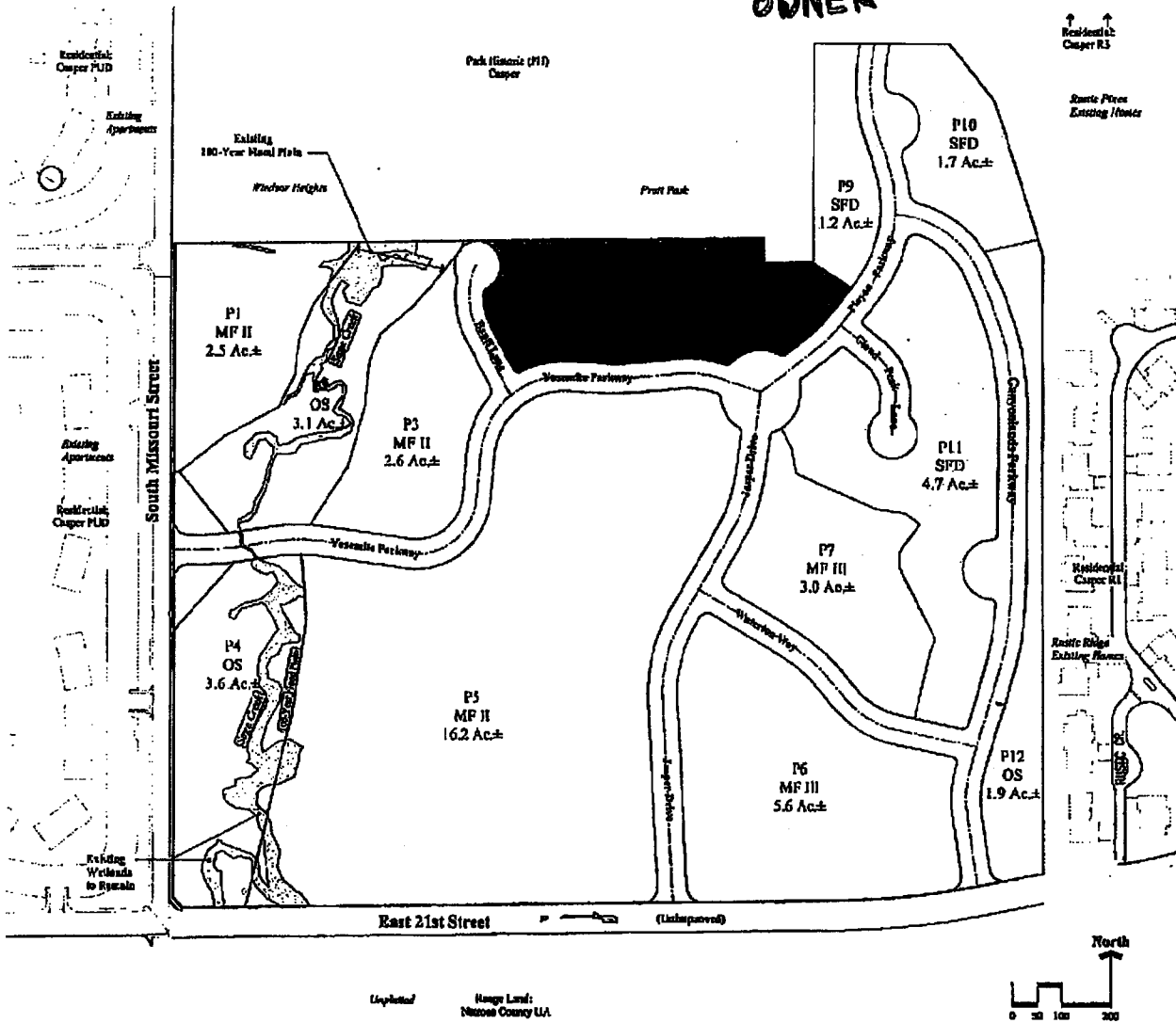
### Exhibit B

### OWNER



Vicinity Map

# Greenway Park Planned Unit Development Exhibit C OWNER



**Land Use Summary Table:**

SFD	7.6 Ac.	(12.9%)
MF I	3.7 Ac.	(6.3%)
MF II	21.3 Ac.	(36.3%)
MF III	8.6 Ac.	(14.6%)
OS Tracts*	8.6 Ac.	(14.6%)
ROW Dedication	8.9 Ac.	(15.1%)
<b>Total:</b>	<b>58.75 Ac.</b>	<b>(100.0%)</b>

- Legend**
- OS - Open Space\*
  - SFD - Single Family Detached Lots
  - MF I - Mansion Homes / Multi-Family
  - MF II - Multi-Family
  - MF III - Townhomes / Multi-Family

\*A minimum of 20% open space will be provided for the entire site.

Note: Areas & Parcel Boundaries are conceptual only and can vary at the time of Final Site Plan Submitted for each Parcel.

**OWNER:**  
Haystack, LLC  
290 Skyline Drive  
Casper, CO 82401  
303.526.5474

**ENGINEER:**  
WLC  
300 Fremont Street  
Casper, WY 82417  
307.266.2284

**LAND PLANNER:**  
David A. Givner & Assoc., Ltd.  
"State of the Art" Land Planning  
Development Consultants  
2715 Central Boulevard  
Golden, Colorado 80402  
(303) 434-9125  
www.dagplanning.com



Unplatted  
Range Land:  
Nelson County U.A.

August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

# Greenway Park

## Planned Unit Development Site Plan

### Architectural Elevations



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

Ⓜ MANSION HOMES



FRONT ELEVATION



FRONT ELEVATION



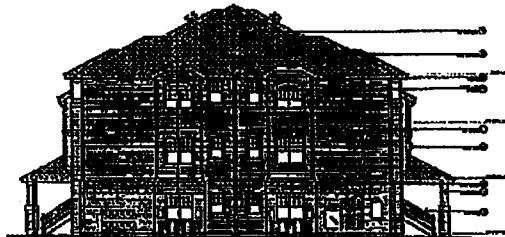
SIDE ELEVATION

Ⓜ TOWNHOMES



SIDE ELEVATION

Ⓜ 3-UNIT MULTI-FAMILY (2A)



SIDE ELEVATION

Ⓜ 24-UNIT MULTI-FAMILY (1T)

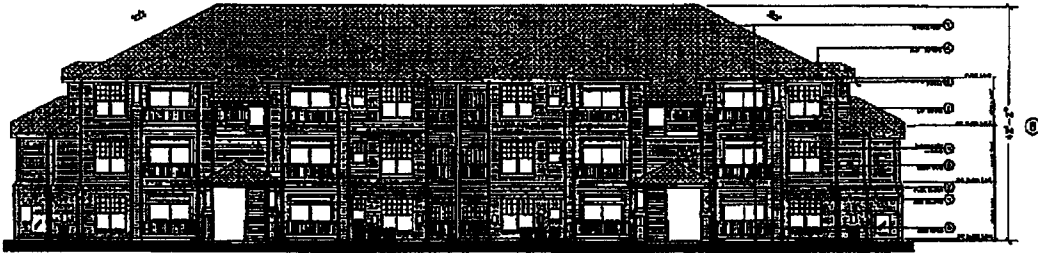
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August 24, 2007  
Nov. Jan. 01, 2008  
Job No. 06023

Sheet  
1 of 3  
**Exhibit C**  
**CITY**

# Greenway Park

## Planned Unit Development Site Plan

### Architectural Elevations



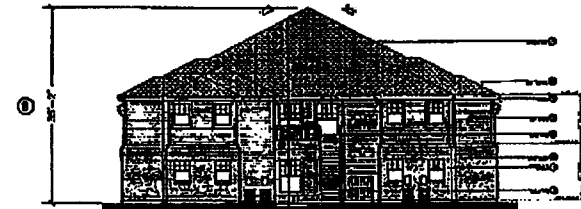
FRONT ELEVATION



FRONT ELEVATION



SIDE ELEVATION  
② 24-UNIT MULTI-FAMILY (2T)



SIDE ELEVATION  
② 8-UNIT MULTI-FAMILY (3A)



FRONT ELEVATION



FRONT ELEVATION



SIDE ELEVATION  
② 8-UNIT MULTI-FAMILY (2B)



SIDE ELEVATION  
② 8-UNIT MULTI-FAMILY (1A)

Scale: 1"=10'  
August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 05023

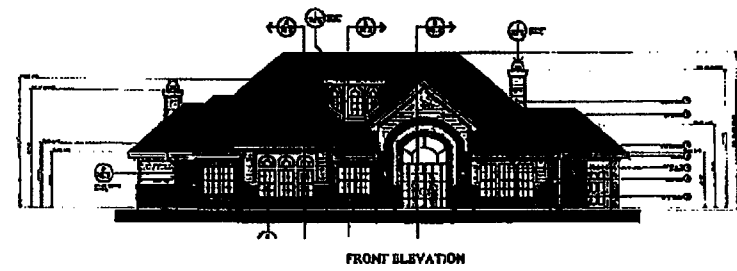
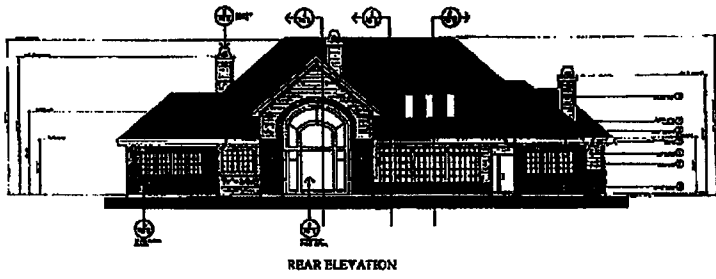
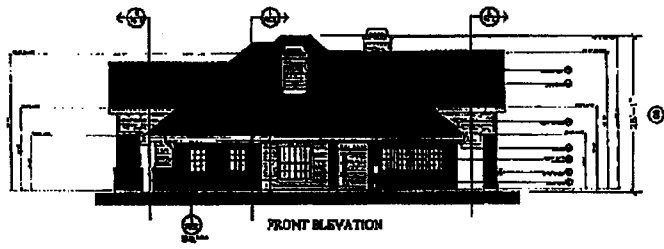
Sheet  
2 of 3

Exhibit C  
CITY

# Greenway Park

## Planned Unit Development Site Plan

### Architectural Elevations



B MULTI-FAMILY CLUBHOUSE

Scale: 1"=10'  
August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

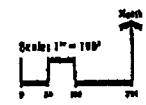
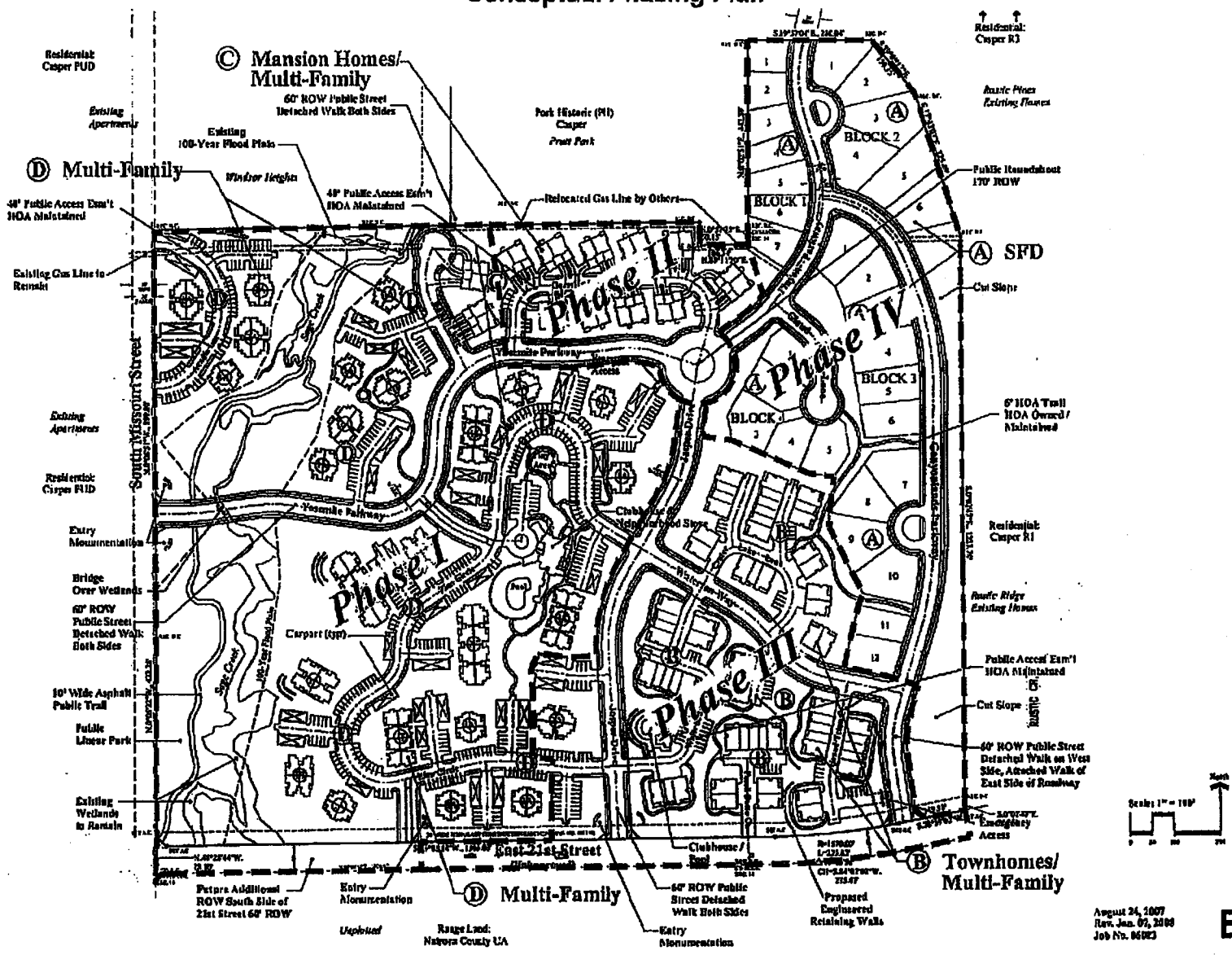
Sheet  
3 of 3  
**Exhibit C**  
CITY



# Greenway Park

## Planned Unit Development Site Plan

### Conceptual Phasing Plan



**CITY**  
**Exhibit D**

August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 04023

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Range Land  
Natura County LA

GREENWAY PARK PHASE I  
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of August, 2009, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Haystack Properties, LLC, 13394 East Control Tower Road, Englewood, CO 80112, hereinafter designated as "Owner."

WHEREAS, Owner has applied for site plan approval for construction of Phase I Greenway Park Addition, a 208 unit apartment complex and related accessory buildings, comprising 14.1-acres, more or less, and located on Tract G, Greenway Park II; and,

WHEREAS, pursuant to the terms of the Greenway Park PUD (Planned Unit Development) Site Plan Agreement between the City of Casper and Haystack Properties, LLC, dated February 2, 2008, the Owner is required to submit a site plan prior to the construction of any phase of the subdivision, which requires the approval of the Community Development Director; and,

WHEREAS, a copy of said site plan, Sheets 1-7, all dated February 20, 2009 and revised on April 14, 2009, are attached hereto as Exhibit "A," and are incorporated herein at this point as if fully set forth; and,

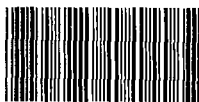
WHEREAS, a copy of elevations, Sheets A4.1-AT, BA, BB, BT, C, R, and A4.2-R, all dated June 19, 2008 and revised August 11, 2008, are attached hereto as Exhibit "B," and are incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the landscaping plan, Sheets L1, L2 and L3, all dated April 29, 2009, are attached hereto as Exhibit "C," and are incorporated herein at this point as if fully set forth:

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Owner shall construct the proposed pedestrian trail running parallel to South Missouri Street, along the east side of Sage Creek, from the north property line to the south property line of Greenway Park II, concurrent with Phase II of the development. Once said trail is constructed, the City may relieve the Owner from its obligation to construct sidewalk along South Missouri Avenue if adequate pedestrian connections to South Missouri Avenue are provided and the pedestrian trail serves the same intended purpose. The City's final determination regarding the sidewalk along South Missouri Avenue will occur during site plan approval of Phase II.



873665

NATRONA COUNTY CLERK, WY  
Renea Vitto Recorded: JF  
Aug 27, 2009 11:09:12 AM  
Pages: 30 Fee: \$95.00  
CITY OF CASPER

- B. Pursuant to both the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008 and the Greenway Park Addition Subdivision Agreement dated August 19, 2008, the Owner shall construct East 21<sup>st</sup> Street to the east boundary of Greenway Park II Addition concurrent with Phase I of the development. East 21<sup>st</sup> Street shall be constructed according to standard City specifications as a collector street, and construction shall include paving, detached sidewalks, curb, gutter, public utility extensions (stub-outs) and stormwater improvements. The City shall reimburse the Owner 50% of the costs to build East 21<sup>st</sup> Street, at such time as invoices are submitted by Owner to the City, in a total amount up to 80% of the City's total obligation. The remaining 20% of the City's obligation shall be withheld by the City until either the 18-month warranty period has elapsed and the improvements have been accepted by the City, or until such time as an 18-month warranty bond is provided to the City by Owner, pursuant to the requirements of the Casper Municipal Code. Pursuant to the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008, the City's portion of said costs shall not exceed fifty percent (50%) of the estimated 2008 cost to construct said street. According to a January 30, 2008 cost estimate prepared by the City Engineer, the cost to construct East 21<sup>st</sup> Street was estimated to be \$548 per lineal foot. The approximate length of 21<sup>st</sup> Street that will be constructed is 1,810 lineal feet; therefore, the City's 50% proportionate share of the cost of East 21<sup>st</sup> Street shall not exceed \$495,940 ( $\$548 \times 1810 \text{ lineal feet} = \$991,880/2$ ).
- C. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit a revised or updated sanitary sewer study to the City Engineer for review and approval.
- D. The Owner shall construct a secondary access, meeting standard City and Emergency Services Department minimum specifications, for Phase I, located in the southwest corner of the development, accessing East 21<sup>st</sup> Street.
- E. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide the City with recorded "public access easements" in a form acceptable to the City, for all internal drives in Phase I.
- F. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide a revised garbage collection plan to the City Engineer for review and approval.

- G. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide all necessary utility (water and/or sewer) easements to the City, in a form acceptable to the City.
- H. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit a revised or updated storm drainage study to the City Engineer for review and approval.
- I. Prior to the issuance of a Permit to Construct public improvements, Owner shall provide the City with written clearance from the U.S. Army Corp of Engineers (USACOE) for any wetland impacts that may occur due to the Phase I development.
- J. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit to the City a "Floodplain Development Permit Application" and all related documents for review and approval for the construction of East 21<sup>st</sup> Street or any other disturbance to the regulatory floodway and/or floodplain.
- K. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide a signage and striping plan for Phase I of the development to the City Engineer for review and approval, including both private and public street accommodations.
- L. Pursuant to the Greenway Park II Subdivision Agreement Amendment dated October 7, 2008, "Owner shall design and construct the traffic signal to be located at the intersection of South Missouri Avenue and East 15<sup>th</sup> Street, and shall pay their proportionate share of the costs (36%). Said signal shall be installed concurrent with the construction of public improvements in Phase I of the development, and no Certificates of Occupancy shall be issued until the traffic signal is in place and functional. The City will reimburse the applicant for the balance of the costs for design and construction of the signal (64%)."

## II. OBLIGATIONS OF THE OWNERS:

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

- A. The Owner shall landscape the property in keeping with the landscape plan approved by the Community Development Director, and comply with the following landscaping requirements:
  - 1. Landscape and beautify the areas identified on the Landscape Plan.

2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
  3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
  4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
  5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owners' request for an extension, which shall not exceed six (6) months. In the event the owner is granted an extension for compliance with landscaping construction, the issuance of a certificate of occupancy shall not be delayed pending the completion of the landscaping.
- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon

demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.

- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal code, shall be three inch (3") asphaltic concrete surface over three inches (3") of asphaltic binder course over eight inches (8") of grading "W" base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.
- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum Standards for Commercial Sanitation Container Facility" dated March 2002, or "Minimum Standards for Double Bin Commercial Sanitation Facilities." Alternately, upon approval by the City Sanitation Department, other designs may be accepted.
- H. All public improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept

the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving and/or landscaping work is completed in the Development.
- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- L. The Owner at its cost shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the

City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.

- P. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost at the time of the agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to



be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.

- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements as outlined in the site plan agreement are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
  
- W. A project may be constructed without financial security as otherwise required herein provided that the owner/subdivider submits to the City a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the subdivision agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
  
- X. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded agreement between the Owner and the contractor as set forth in subsection (A)(2) of this section shall be provided to the City.
  
- Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty

period. The financial security during the warranty period shall be in the amount of twenty percent of the total construction costs of such improvements. This financial security for the warranty period of eighteen months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

Z. Forms of Financial Security.

1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the city;
- b. Cash;
- c. Surety bonds on forms provided by the City;
- d. Unconditional letter of credit subject to the laws and courts of the state of Wyoming in a form approved by the City.

AA. The Owner's engineering consultant shall provide actual construction costs to the city for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.

BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the owner/developer within ten calendar days.

III. OBLIGATIONS OF THE CITY:

A. The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

B. The City shall reimburse the Owner 50% of the costs to build East 21<sup>st</sup> Street, at such time as invoices are submitted by Owner to the City, in a total amount

up to 80% of the City's total obligation. The remaining 20% of the City's obligation shall be withheld by the City until either the 18-month warranty period has elapsed and the improvements have been accepted by the City, or until such time as an 18-month warranty bond is provided to the City by Owner, pursuant to the requirements of the Casper Municipal Code. Pursuant to the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008, the City's portion of said costs shall not exceed fifty percent (50%) of the estimated 2008 cost to construct said street. According to a January 30, 2008 cost estimate prepared by the City Engineer, the cost to construct East 21<sup>st</sup> Street was estimated to be \$548 per lineal foot. The approximate length of 21<sup>st</sup> Street that will be constructed is 1,810 lineal feet; therefore, the City's 50% proportionate share of the cost of East 21<sup>st</sup> Street shall not exceed \$495,940 ( $\$548 \times 1810 \text{ lineal feet} = \$991,880/2$ ).

- C. Pursuant to the Greenway Park II Subdivision Agreement Amendment dated October 7, 2008, the Owner is responsible for designing and constructing the traffic signal to be located at the intersection of South Missouri Avenue and East 15<sup>th</sup> Street. The City shall reimburse the applicant for sixty four percent (64%) of the cost of said signal at such time as the signal installation is completed by the Owner and accepted by the City.

#### IV. REMEDIES:

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

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of

law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

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

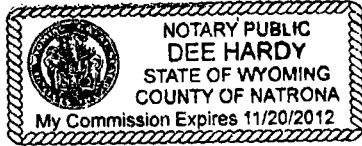


ACKNOWLEDGEMENT

STATE OF )  
 )ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me by Donald B. Berland  
as Member for Haystack Properties, LLC, this 6<sup>th</sup> day of  
August, 2009.

WITNESS my hand and official seal.



Dee Hardy  
Notary Public

My Commission Expires: 11/20/12

# GREENWAY PARK CASPER, WYOMING

SECTION 14, T33N, R79W, 6 P.M.  
NATRONA COUNTY, WYOMING

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTH EAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF NATRONA, STATE OF WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS IS ASSUMED TO BE N 89°08'14" E FROM THE SOUTHWEST CORNER OF SAID SOUTH EAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 TO THE CENTER QUARTER CORNER OF SAID SECTION 14;

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 14; THENCE S 89°08'14" W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 A DISTANCE OF 237.93 FEET;

THENCE N 00°51'46" W PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY OF SAID SOUTH LINE, ALSO BEING THE POINT OF BEGINNING;

THENCE S 89°08'14" W ALONG SAID PARALLEL LINE A DISTANCE OF 800.95 FEET;

THENCE N 22°27'42" W A DISTANCE OF 229.93 FEET;

THENCE N 14°04'25" E A DISTANCE OF 176.55 FEET;

THENCE N 08°51'14" E A DISTANCE OF 188.20 FEET;

THENCE N 02°02'47" W A DISTANCE OF 47.75 FEET;

THENCE N 04°41'06" W A DISTANCE OF 93.03 FEET;

THENCE 31.24 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, WITH A CENTRAL ANGLE OF 6°37'49", AS SUBTENDED BY A CHORD WHICH BEARS S 85°43'28" E A DISTANCE OF 31.23 FEET;

THENCE S 82°24'33" E A DISTANCE OF 71.68 FEET;

THENCE 105.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, WITH A CENTRAL ANGLE OF 26°12'24";

THENCE S 10°06'54" E A DISTANCE OF 65.69 FEET;

THENCE 69.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 184.00 FEET, WITH A CENTRAL ANGLE OF 21°33'22";

THENCE S 28°06'53" E A DISTANCE OF 5.75 FEET;

THENCE S 00°04'25" W A DISTANCE OF 20.00 FEET;

THENCE 108.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 136.00 FEET, WITH A CENTRAL ANGLE OF 45°54'21", AS SUBTENDED BY A CHORD WHICH BEARS N 67°07'15" E A DISTANCE OF 106.07 FEET;

THENCE N 44°10'04" E A DISTANCE OF 322.53 FEET;

THENCE 168.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 214.00 FEET, WITH A CENTRAL ANGLE OF 45°00'53";

THENCE N 89°10'57" E A DISTANCE OF 110.26 FEET;

THENCE 89.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 164.00 FEET, WITH A CENTRAL ANGLE OF 31°09'59";

THENCE 22.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, WITH A CENTRAL ANGLE OF 87°26'53";

THENCE N 32°54'03" E A DISTANCE OF 12.73 FEET;

THENCE 26.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 136.00 FEET, WITH A CENTRAL ANGLE OF 11°21'21";

THENCE S 68°27'18" E A DISTANCE OF 28.00 FEET;

THENCE 32.50 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 164.00 FEET, WITH A CENTRAL ANGLE 11°21'21", AS SUBTEND BY A CHORD WHICH BEARS S 27°13'22" W A DISTANCE OF 32.45 FEET;

THENCE S 32°54'03" W A DISTANCE OF 169.37 FEET;

THENCE 286.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 486.00 FEET, WITH A CENTRAL ANGLE OF 33°45'49";

THENCE S 00°51'46" E A DISTANCE OF 192.11 FEET;

THENCE 6.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 11°40'00";

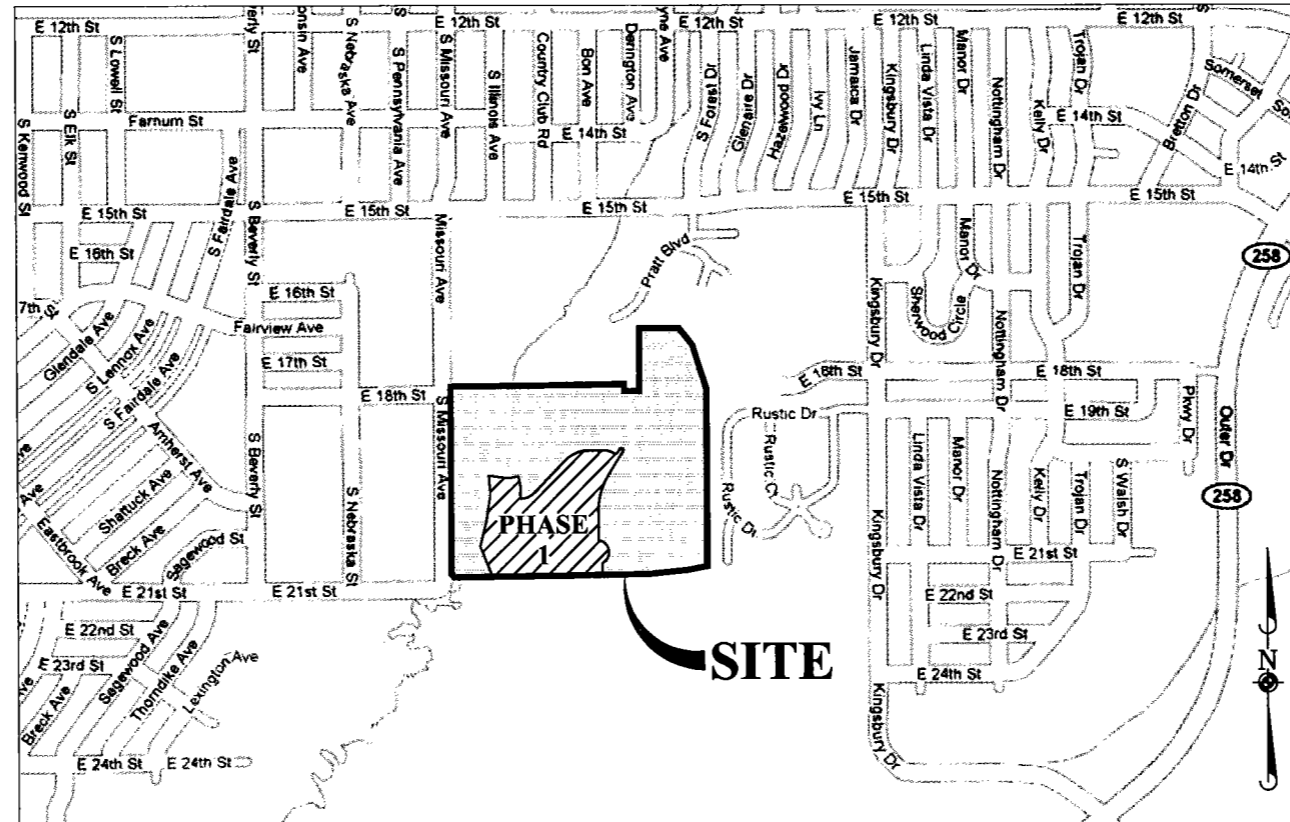
THENCE 205.48 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, WITH A CENTRAL ANGLE OF 138°30'29", AS SUBTENDED BY A CHORD WHICH BEARS S 11°42'17" E A DISTANCE OF 158.98 FEET;

THENCE 20.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, WITH A CENTRAL ANGLE OF 58°24'43";

THENCE S 00°51'46" E A DISTANCE OF 40.56 FEET;

THENCE 47.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 90°00'00", TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 612,155 SQUARE FEET (14.053 ACRES), MORE OR LESS.



VICINITY MAP  
SCALE: 1"=600'

**SHEET INDEX**

SHEET 1 OF 7.....	COVER SHEET
SHEET 2 OF 7.....	EXISTING SITE CONDITIONS
SHEET 3 OF 7.....	SITE PLAN
SHEET 4 OF 7.....	DIMENSIONAL PLAN
SHEET 5 OF 7.....	PRELIMINARY UTILITY PLAN
SHEET 6 OF 7.....	PRELIMINARY GRADING PLAN
SHEET 7 OF 7.....	PRELIMINARY SURFACE DRAINAGE PLAN

**DEVELOPER/OWNER**

MR. DON BERLAND, PRESIDENT  
BERLAND DEVELOPMENT GROUP INC.  
13394 EAST CONTROL TOWER ROAD  
ENGLEWOOD, COLORADO 80112  
303.721.1981  
dberland@berland.cc

**ENGINEER**

MANHARD CONSULTING, LTD.  
7442 SOUTH TUCSON WAY,  
SUITE 190-A  
CENTENNIAL, COLORADO 80112  
303.708.0500

**LAND PLANNER/LANDSCAPE ARCH.**

MANHARD CONSULTING, LTD.  
7442 SOUTH TUCSON WAY,  
SUITE 190-A  
CENTENNIAL, COLORADO 80112  
303.708.0500

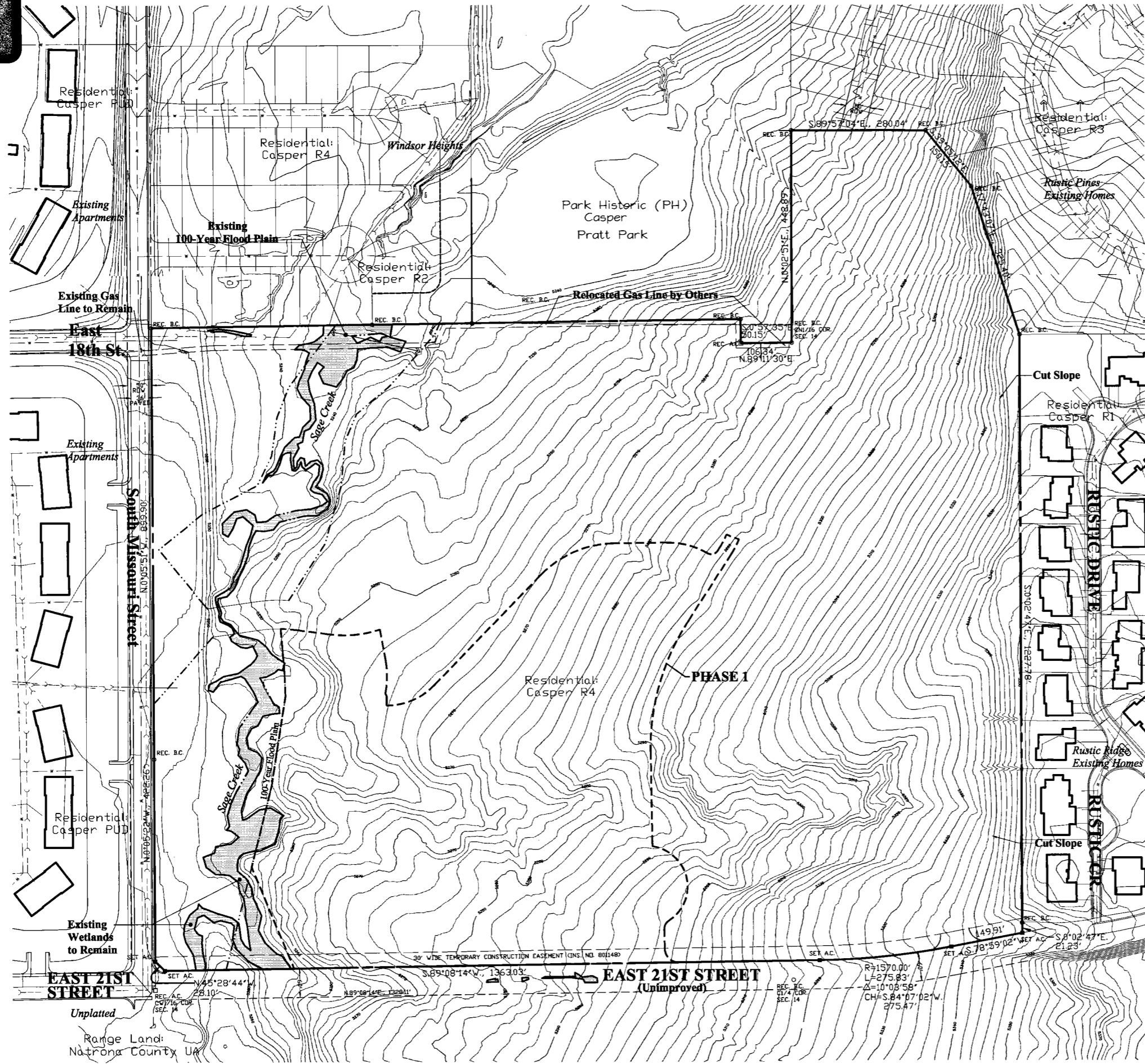
DATE	REVISION	BY
02/20/09	REVISED PER CITY COMMENTS	MTS

**Manhard CONSULTING**  
7442 South Tucson Way, Suite 190-A, Centennial, CO 80112  
303.708.0500  
Civil Engineers • Surveyors • Water Resource Engineers • Wetland & Wetwater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

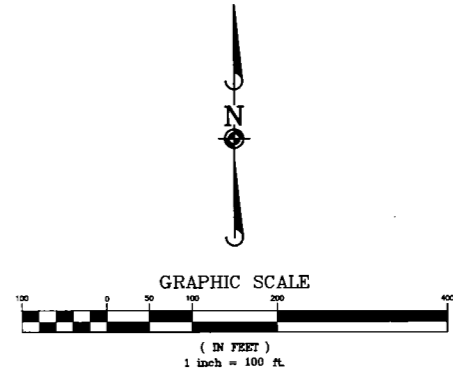
GREENWAY PARK  
CASPER, WYOMING  
COVER SHEET

PROJ. NO.: JTN  
PROJ. AREA: SH  
DRAWN BY: SH  
DATE: 02/20/09  
SCALE: MTS  
SHEET  
**1 OF 7**  
BRCAW2  
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PENDING APPROVAL - NOT FOR CONSTRUCTION



LEGEND:  
 - - - - - EXISTING WATER MAIN  
 - - - - - EXISTING STORM SEWER  
 - - - - - EXISTING SANITARY SEWER



NO.	DATE	REVISION

**Manhard CONSULTING**  
 1448 South Turner Way, Suite 104, Casper, Wyoming 82401  
 Phone: 307.234.2000 Fax: 307.234.2002  
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

GREENWAY PARK  
 CASPER, WYOMING  
 EXISTING CONDITIONS

PROJ. NO.: JTIN  
 PROJ. ANNOCL: JSH  
 DRAWN BY: JSH  
 DATE: 02/20/09  
 SCALE: 1"=100'

SHEET  
**2 of 7**

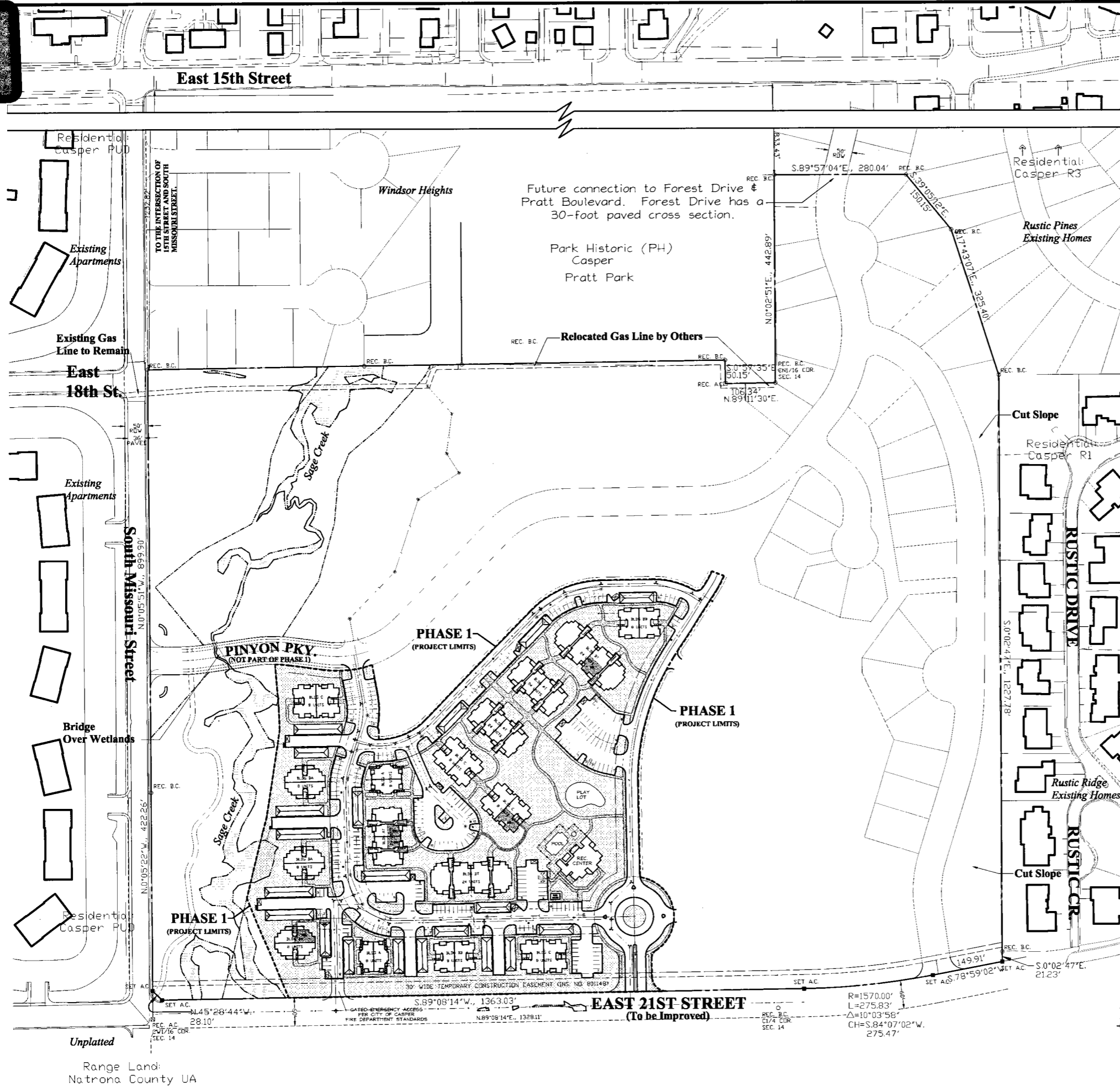
BRCW2

PENDING APPROVAL - NOT FOR CONSTRUCTION

Date: 02/20/09, P:\Brock\Manhard\Greenway Park\Greenway Park.dwg, User: jsh, Plot: 02/20/09, Plotter: HP DesignJet 2400



3.17



- BUILD A (2 TOTAL) : 2 STORY, 8-ONE BEDROOM UNITS EACH,
- BUILD AT (3 TOTAL) : 3 STORY, 24-ONE BEDROOM UNITS EACH,
- BUILD BA (3 TOTAL) : 2 STORY, 8-TWO BEDROOM UNITS EACH,
- BUILD BB (2 TOTAL) : 2 STORY, 8-TWO BEDROOM UNITS EACH,
- BUILD BT (2 TOTAL) : 3 STORY, 24-TWO BEDROOM UNITS EACH,
- BUILD C (4 TOTAL) : 2 STORY, 8-THREE BEDROOM UNITS EACH,
- RENTAL / RECREATION CENTER (1 TOTAL) BUILDING AREA 3,776 SF.
- COVERED GARAGE PARKING (14 TOTAL) 7 PARKING SPACES
- COVERED GARAGE PARKING (6 TOTAL) 10 PARKING SPACES
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED FIRE HYDRANT
- PROPOSED MANHOLE
- FENCING
- HANDICAP ACCESSIBILITY ROUTE
- LANDSCAPE AREAS
- TRASH RECEPTACLES

**SITE DATA:**

TOTAL LAND AREA:	14.1 ACRES
TOTAL APTS:	208 UNITS
TOTAL GROUND FLOOR BUILDING AREA:	107,380 SF.
PERCENTAGE OF LAND COVERED BY BUILDINGS:	18%
DENSITY 208 UNITS/14.1 AC.	= 14.75 DU/AC

**PARKING DATA:**

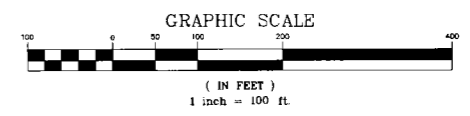
PROVIDED APARTMENTS:	208
GARAGE SPACES:	158
0.76 STALLS/ 1 UNIT	
SURFACE STALLS:	260
1.25 STALLS/ 1 UNIT	
OVERALL SPACES:	418
2.01 STALLS/ 1 UNIT	
2.00 STALLS/ 1 UNIT REQUIRED	
SQUARE FOOTAGE OF HARDSCAPE/PAVED AREA:	275,532 SF.
PERCENTAGE OF LAND COVERED BY HARDSCAPE/PAVING:	45%

**LANDSCAPE DATA:**

SQUARE FOOTAGE OF ALL LANDSCAPED AREAS:	229,243 SF.
PERCENTAGE OF SITE COVERED BY LANDSCAPING:	37%

**KEY SITE DIMENSIONS:**

INTERNAL ROAD WIDTH:	28'
TYPICAL BUILDING DISTANCE FROM INTERNAL ROAD:	21'

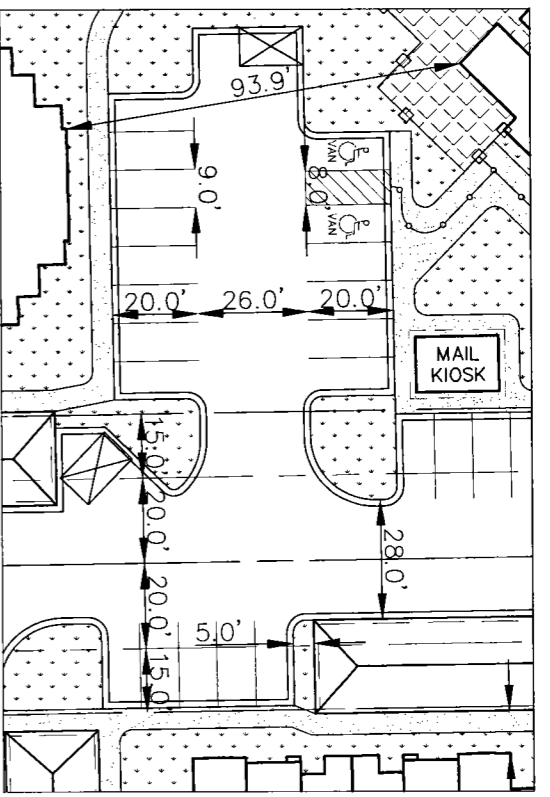
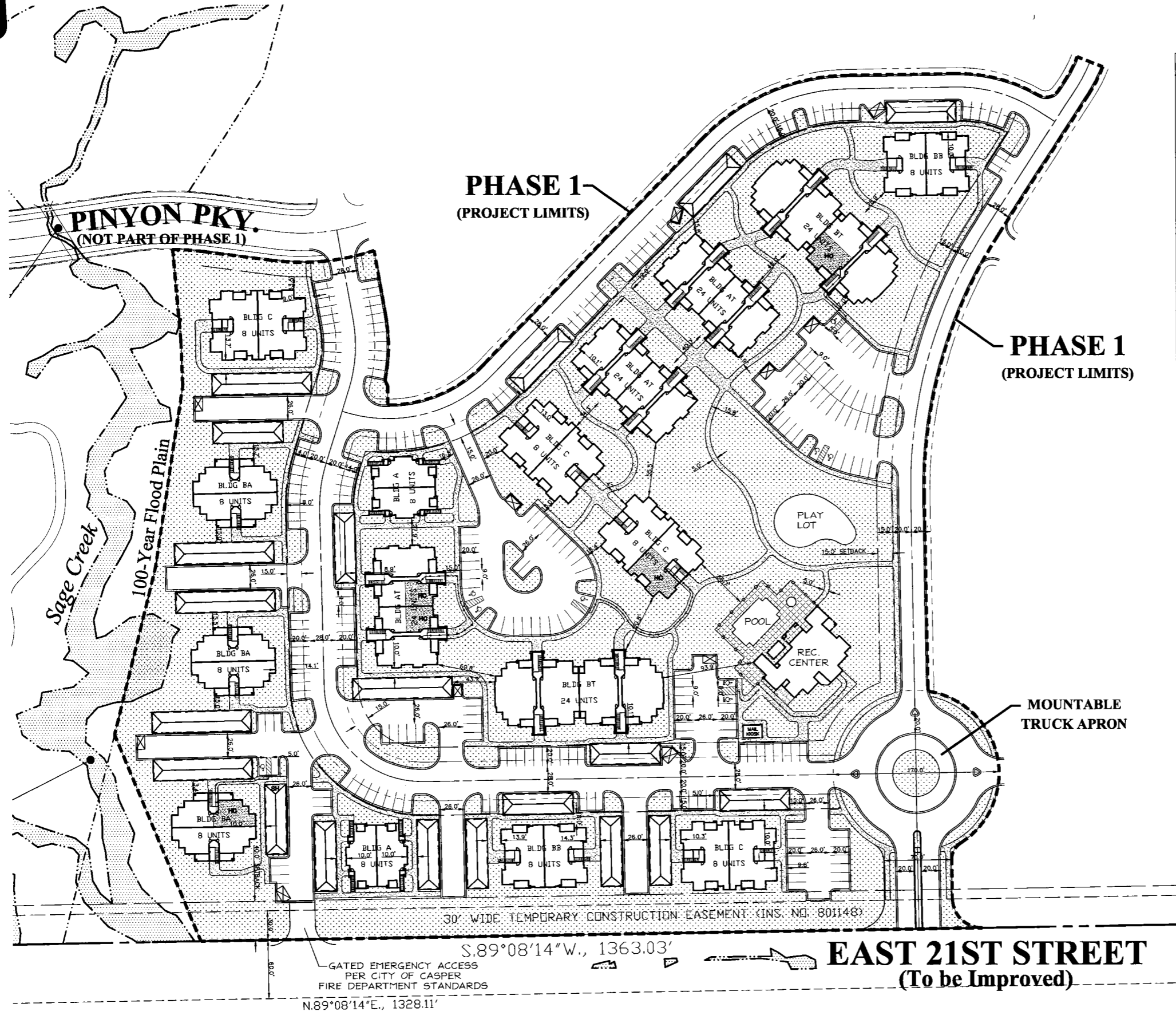


**Manhard CONSULTING**  
 2445 South Highway 100, Suite 100, Casper, WY 82401  
 307.234.2400  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers • Construction Management • Environmental Scientists • Landscape Architects • Planners

**GREENWAY PARK CASPER, WYOMING SITE PLAN**

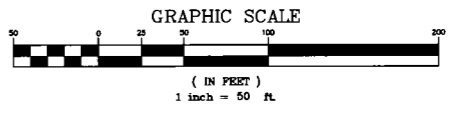
PROJECT NO.: JTN  
 PROJECT: JEH  
 DRAWN BY: JEH  
 DATE: 02/28/09  
 SCALE: 1"=100'  
 SHEET 3 OF 7  
 BRCAW2

PENDING APPROVAL - NOT FOR CONSTRUCTION



TYPICAL SITE DIMENSION DETAIL  
SCALE: 1"=20'

- LEGEND:
- FENCING
  - HANDICAP ACCESSIBILITY ROUTE
  - LANDSCAPE AREAS
  - TRASH RECEPTACLES



DATE	02/20/09
DRAWN BY	JSH
CHECKED BY	JSH
SCALE	1"=50'
SHEET	4 OF 7
PROJECT NO.	100103
PROJECT NAME	GREENWAY PARK
LOCATION	CASPER, WYOMING
DRAWING TITLE	DIMENSIONAL PLAN
DATE	02/20/09
DRAWN BY	JSH
CHECKED BY	JSH
SCALE	1"=50'
SHEET	4 OF 7
PROJECT NO.	100103
PROJECT NAME	GREENWAY PARK
LOCATION	CASPER, WYOMING
DRAWING TITLE	DIMENSIONAL PLAN
DATE	02/20/09
DRAWN BY	JSH
CHECKED BY	JSH
SCALE	1"=50'
SHEET	4 OF 7

**Manhard CONSULTING**  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

**GREENWAY PARK  
 CASPER, WYOMING  
 DIMENSIONAL PLAN**

PROJ. NO.	100103
PROJ. NAME	GREENWAY PARK
PROJ. LOCATION	CASPER, WYOMING
DRAWN BY	JSH
CHECKED BY	JSH
DATE	02/20/09
SCALE	1"=50'
SHEET	4 OF 7
PROJECT NO.	100103
PROJECT NAME	GREENWAY PARK
LOCATION	CASPER, WYOMING
DRAWING TITLE	DIMENSIONAL PLAN
DATE	02/20/09
DRAWN BY	JSH
CHECKED BY	JSH
SCALE	1"=50'
SHEET	4 OF 7

PENDING APPROVAL - NOT FOR CONSTRUCTION

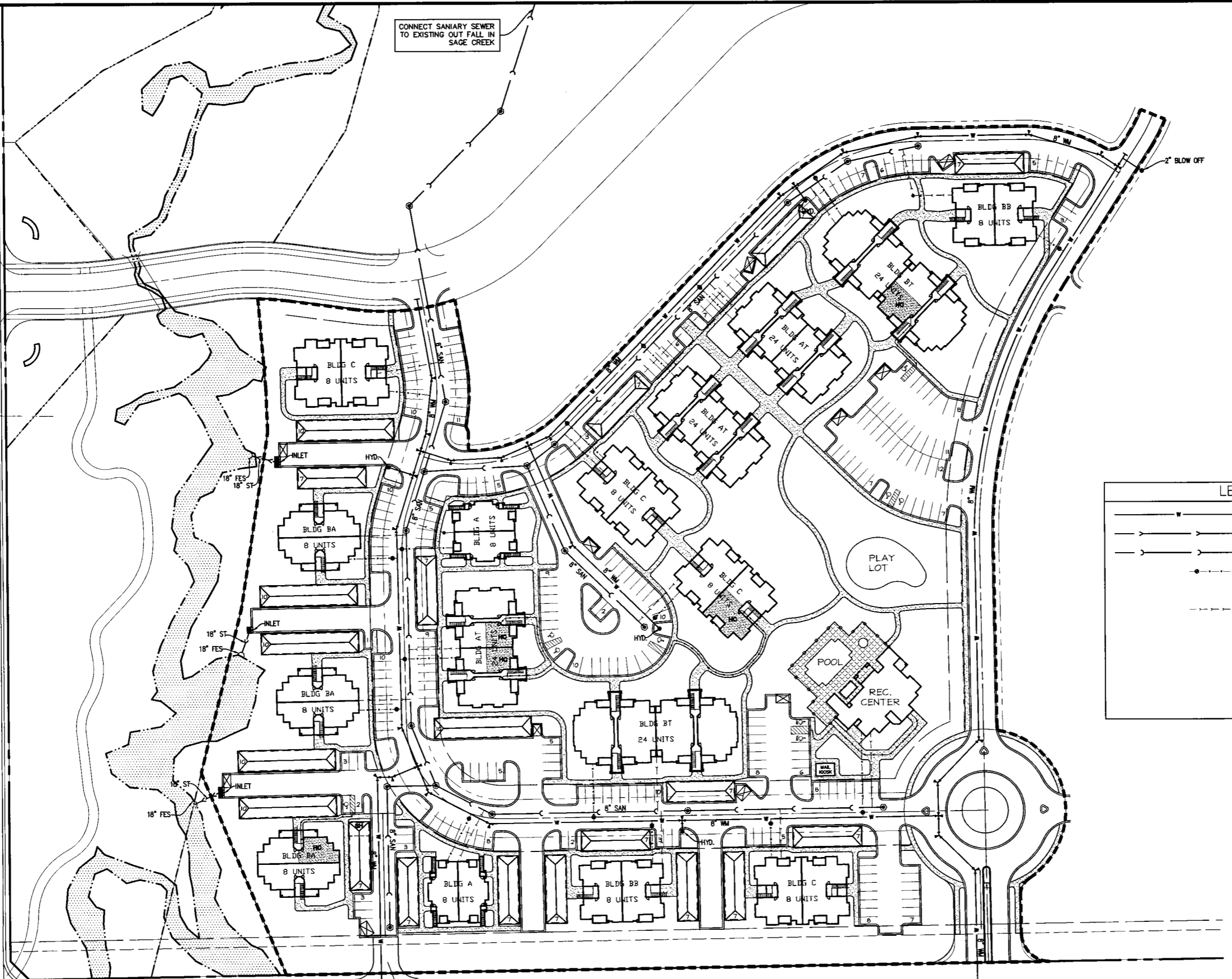
S.89°08'14"W., 1363.03'  
 GATED EMERGENCY ACCESS PER CITY OF CASPER FIRE DEPARTMENT STANDARDS  
 N.89°08'14"E., 1328.11'

**EAST 21ST STREET  
 (To be Improved)**



CONNECT SANIARY SEWER TO EXISTING OUT FALL IN SAGE CREEK

2" BLOW OFF



**LEGEND**

- = PROPOSED WATER MAIN
- = PROPOSED STORM DRAIN
- = PROPOSED SANITARY SEWER
- = PROPOSED WATER SERVICE  
4" SERVICE TO APARTMENTS  
2" SERVICE TO REC. CENTER
- = PROPOSED SANITARY SERVICE  
8" SERVICE TO APARTMENTS  
4" SERVICE TO REC. CENTER
- = PROPOSED SANITARY MANHOLE
- = PROPOSED FIRE HYDRANT
- = PROPOSED TYPE R INLET
- = PROPOSED FES

EX. 12" WM  
GATED EMERGENCY ACCESS PER CITY OF CASPER FIRE DEPARTMENT STANDARDS  
WET TAP LOCATION

EX. 12" WM  
WET TAP LOCATION

GRAPHIC SCALE  
( IN FEET )  
1 inch = 50 ft.

DATE	04/17/09
REVISION	REVISED PER CITY COMMENTS
BY	
CHECKED	
APPROVED	

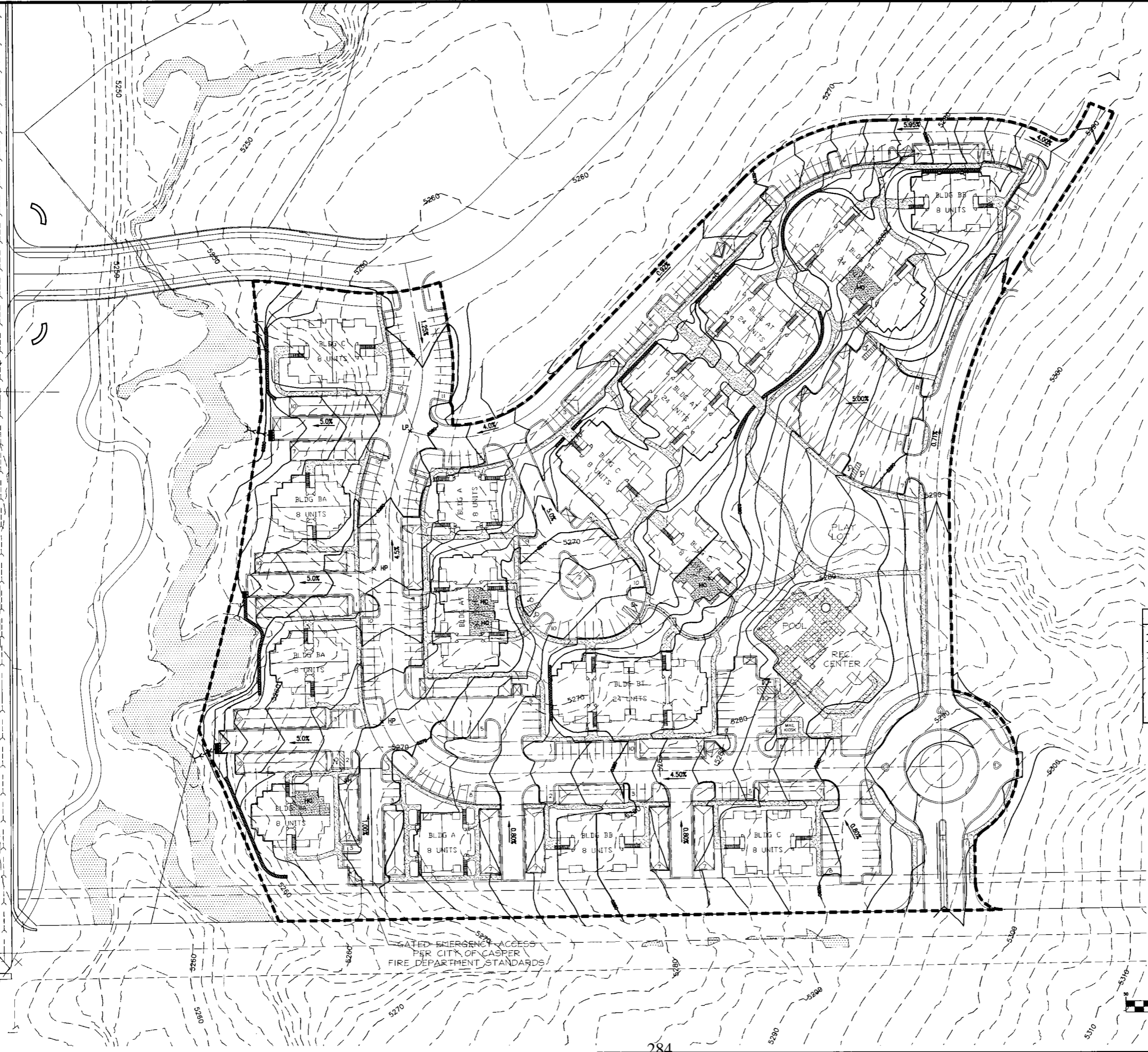
**Manhard CONSULTING**  
7448 South Union Way, Suite 100A, Centennial, CO 80112, phone 303.700.0000, fax 303.700.0000  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

GREENWAY PARK  
CASPER, WYOMING  
PRELIMINARY UTILITY PLAN

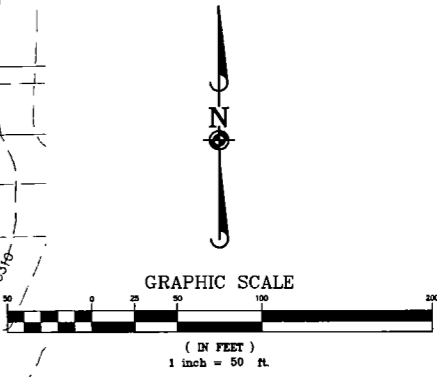
PROJ. NO.: JTN  
PROJ. NAME: GH  
DRAWN BY: DDH  
DATE: 02/20/09  
SCALE: 1"=50'  
SHEET  
**5** OF **7**  
BRCAW2  
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PENDING APPROVAL - NOT FOR CONSTRUCTION

11-17 Draw Name: P:\Projects\2009\Greenway Park\Greenway Park.dwg Date: 02/20/09 10:58:00 AM User: jrb



GRADING LEGEND	
	= PROPOSED CONTOUR ELEVATION
	= EXISTING CONTOUR ELEVATION
	= DIRECTION OF PAVEMENT OR SWALE SLOPE
	= VERTICAL CURB & GUTTER
	= RETAINING WALL LOCATION



NO.	DATE	BY	REVISION

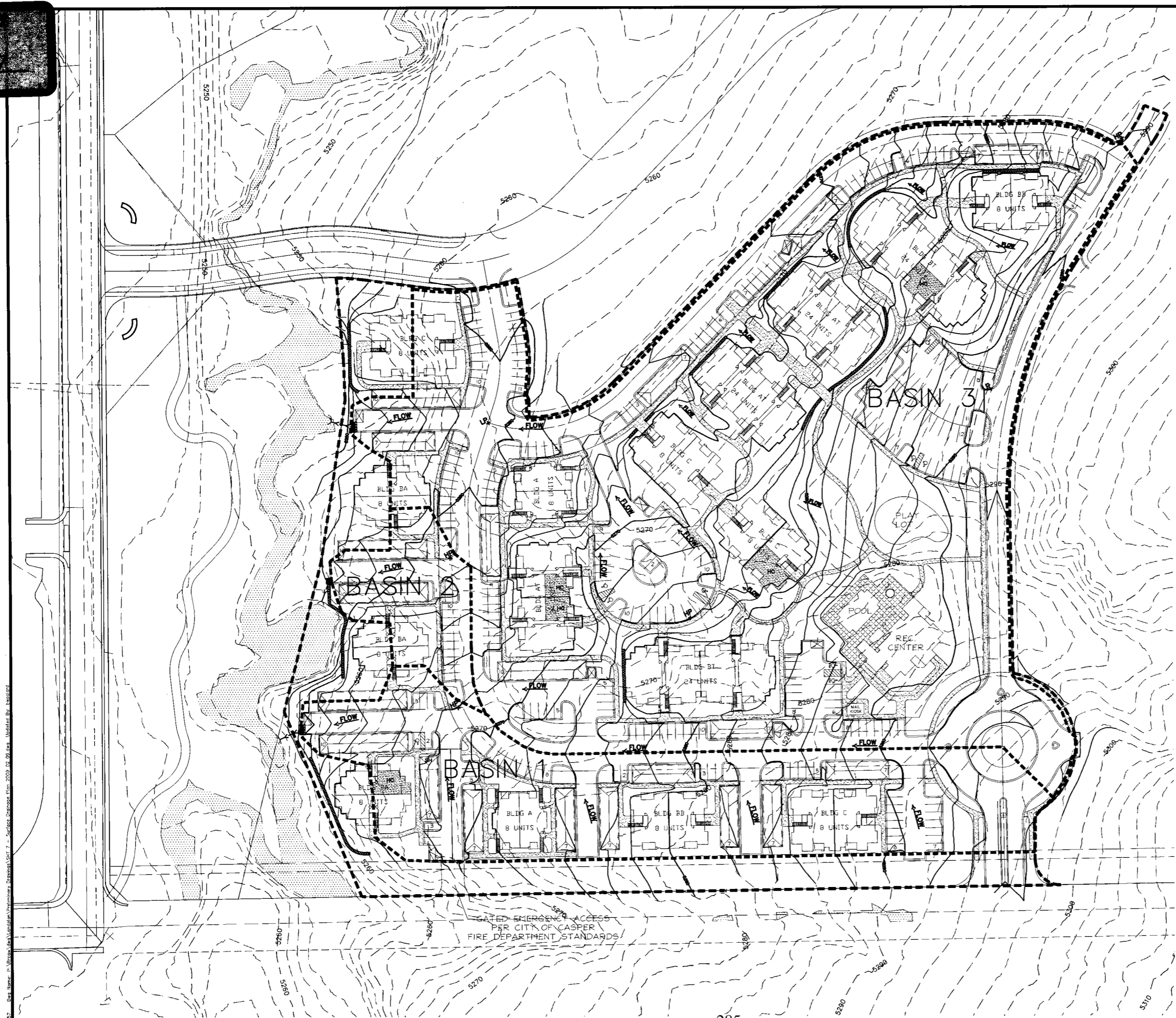
**Manhard CONSULTING**  
 7449 South Lincoln Way, Suite 1004, Greenwood Village, CO 80112, (303) 750-8000, (303) 750-8002  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

**GREENWAY PARK**  
**CASPER, WYOMING**  
**PRELIMINARY GRADING PLAN**

PROJ. NO.: TTN  
 PROJ. AREA: SH  
 DRAWN BY: DDH  
 DATE: 02/20/09  
 SCALE: 1"=100'

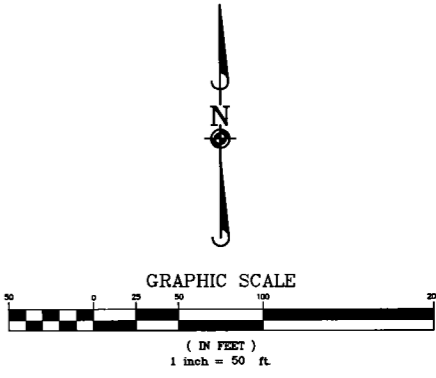
SHEET  
**6** OF **7**  
 BRCAW2  
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BASIN DRAINAGE MAP ACREAGE	
BASIN 1	2.50 ACREAGE
BASIN 2	0.50 ACREAGE
BASIN 3	9.20 ACREAGE

GRADING LEGEND	
—6105—	PROPOSED CONTOUR ELEVATION
- - -6100- - -	EXISTING CONTOUR ELEVATION
→	DIRECTION OF PAVEMENT OR SWALE SLOPE
—	VERTICAL CURB & GUTTER
—	RETAINING WALL LOCATION



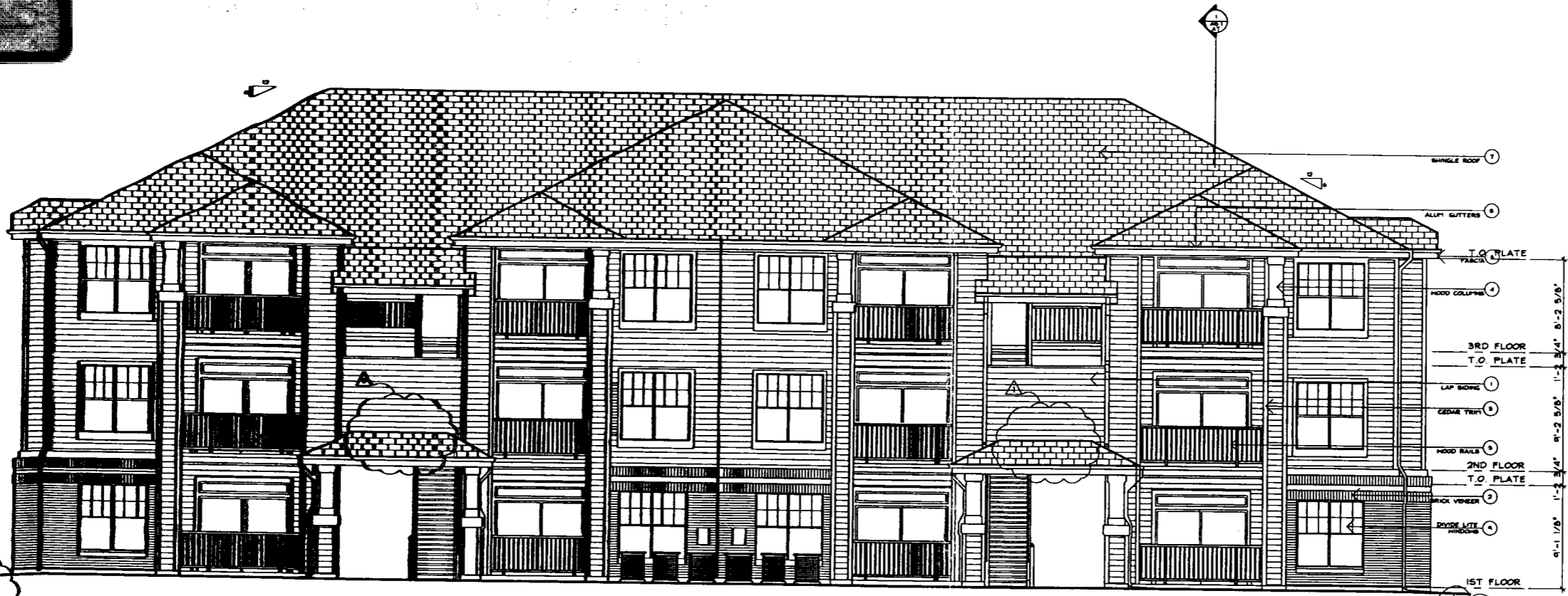
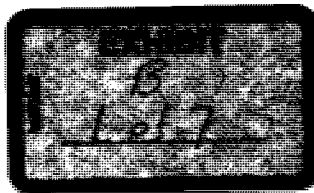
DATE	REVISIONS
04/17/09	REVISED PER CITY COMMENTS

**Manhard CONSULTING**  
 7400 North Lincoln Way, Suite 100A, Casper, Wyoming 82402  
 Phone: (307) 233-7800 Fax: (307) 233-7800  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

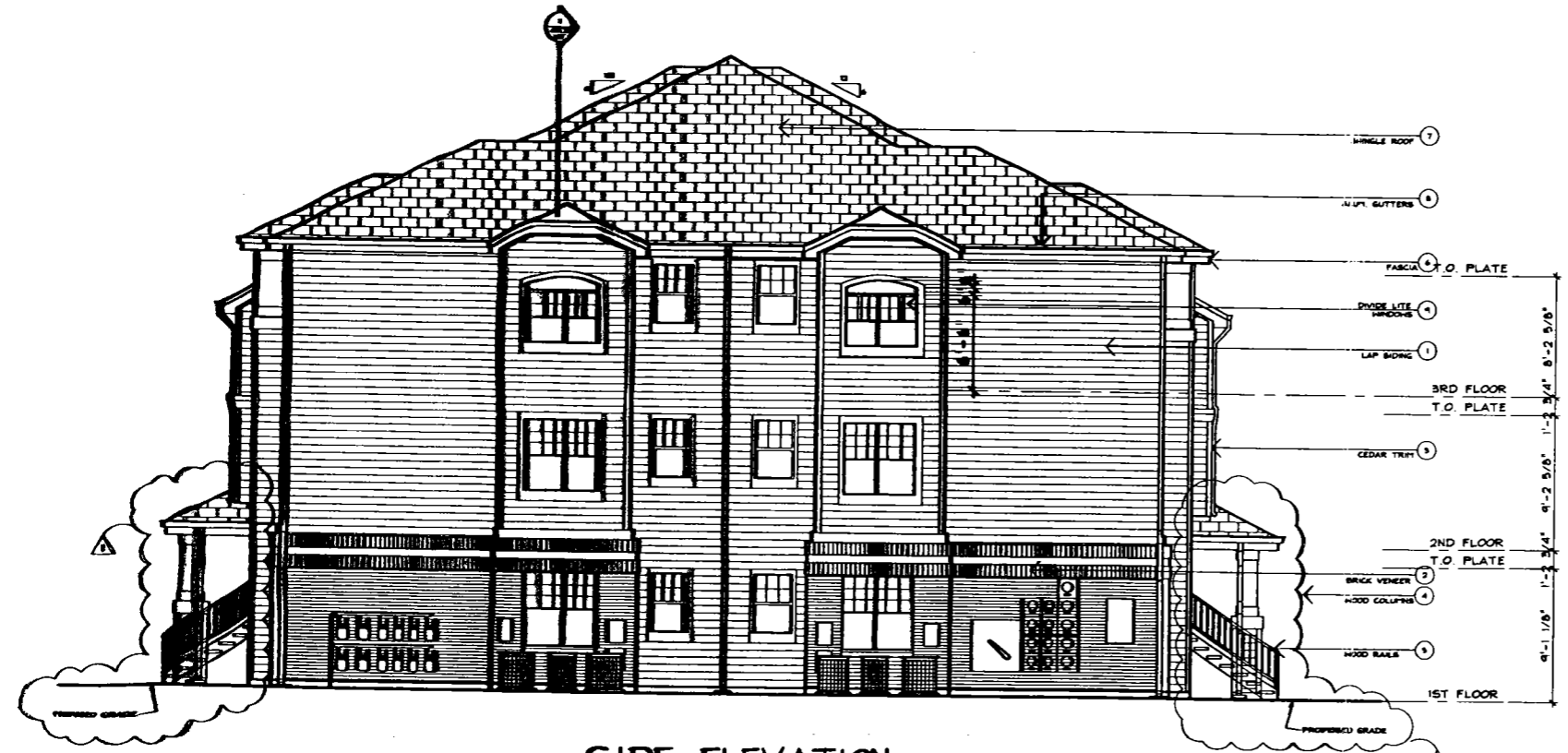
**GREENWAY PARK  
 CASPER, WYOMING  
 PRELIMINARY SURFACE DRAINAGE PLAN**

PROJECT: JTN  
 FIELD NO.: JSH  
 DRAWN BY: JSH  
 DATE: 02/20/09  
 SCALE: 1"=50'  
 SHEET  
**7 OF 7**  
 BRCAW2  
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PENDING APPROVAL - NOT FOR CONSTRUCTION



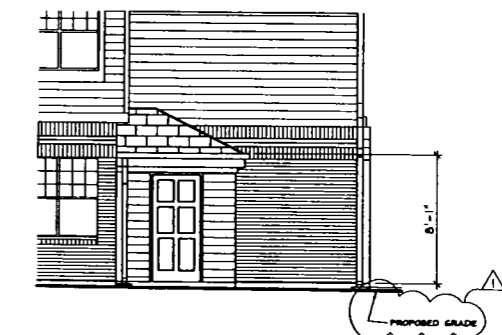
**FRONT ELEVATION**  
SCALE: 3/16" = 1'-0"



**SIDE ELEVATION**  
SCALE: 3/16" = 1'-0"

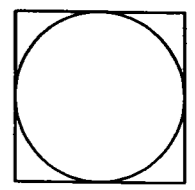
**TYPICAL EXTERIOR MATERIALS:**

- 1- SIDING: TEXTURED HARDBOARD LAP, 6" MAX. EXPOSURE/PANT.
- 2- BRICK: RUNNING BOND W/HOOD-LOCK'S COURSES/RED-LOCK BAND
- 3- TRIM: 2" OR 3" X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT A4.3 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS 1, 6 SHEET A4.5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
- 4- HOOD COLLUMS: ALL HOOD COLLUMS AT PORCHES SHALL BE MARBONITE VENEER WITH DB BANDS. SEE DETAIL 1, 8 SHEET A4.6.
- 5- PORCH RAILS: 2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALLUSTERS @ 4'-7 1/2" C. SEE DETAIL 2 SHEET A4.6.
- 6- FASCIAS: 6 1/2" HARDBOARD/PANT. SEE SHEET A4.5.
- 7- ROOFING: HEAVYWEIGHT FIBERGLASS GLASS A SHINGLES. PROVIDE DIVID ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET A4.6 FOR DETAIL.
- 8- GUTTER & DOWNSPOUT: PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL SAME LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
- 9- WINDOWS AND DOORS: SEE BUILDING ELEVATIONS AND SHEET A4.1 FOR SCHEDULES.

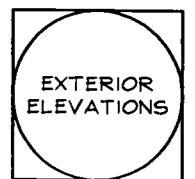


**PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM**  
SCALE: 3/16" = 1'-0"  
SEE SITE PLAN FOR LOCATIONS

FEB 23 2009  
BUILDING TYPE AT



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**THE PRESERVE APARTMENTS**

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08





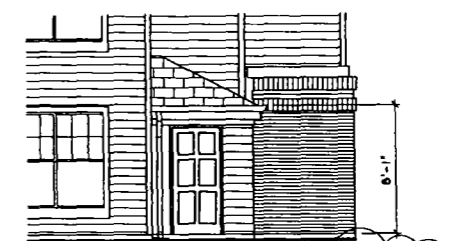
**FRONT ELEVATION**  
SCALE: 3/8" = 1'-0"



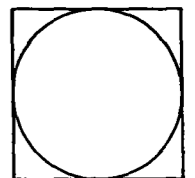
**SIDE ELEVATION**  
SCALE: 3/8" = 1'-0"

**TYPICAL EXTERIOR MATERIALS:**

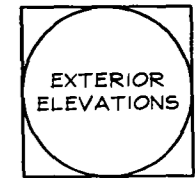
- 1- SIDING: TEXTURED HARDBOARD LAP, 8" MAX. EXPOSURE/PAINT.
- 2- BRICK: RUNNING BOND HARDWOOD'S COURSES/ROCK BAND.
- 3- TRIM: 2x OR 1 1/2" x CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. AS.2 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS 7, 8 SHEET AS.3 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
- 4- HOOD COLLARS: ALL HOOD COLLARS AT PORCHES SHALL BE FABRICATE VENEER WITH 1/2" BANDS. SEE DETAIL 1, 4, 8 SHEET AS.4.
- 5- PORCH RAILS: 2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALUSTERS @ 4'-7 1/2" C. SEE DETAIL 2 SHEET AS.5
- 6- FABRICAS: 8 1/2" HARDBOARD/PAINT. SEE SHEET AS.5.
- 7- ROOFING: HEAVYWEIGHT PRESERLAB CLASS A SHINGLES. PROVIDE 1/2" ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET AS.6 FOR DETAIL.
- 8- GUTTER & DOWNSPOUT: PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL RAVE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
- 9- WINDOWS AND DOORS: SEE BUILDING ELEVATIONS AND SHEET AS.1 FOR SCHEDULES.



**PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM**  
SCALE: 1/8" = 1'-0"  
SEE SITE PLAN FOR LOCATIONS

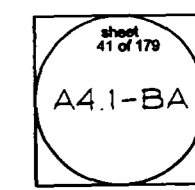


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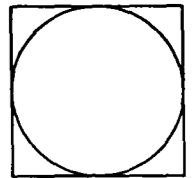
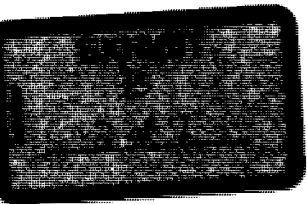


**THE PRESERVE APARTMENTS**

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08



**BUILDING TYPE BA**



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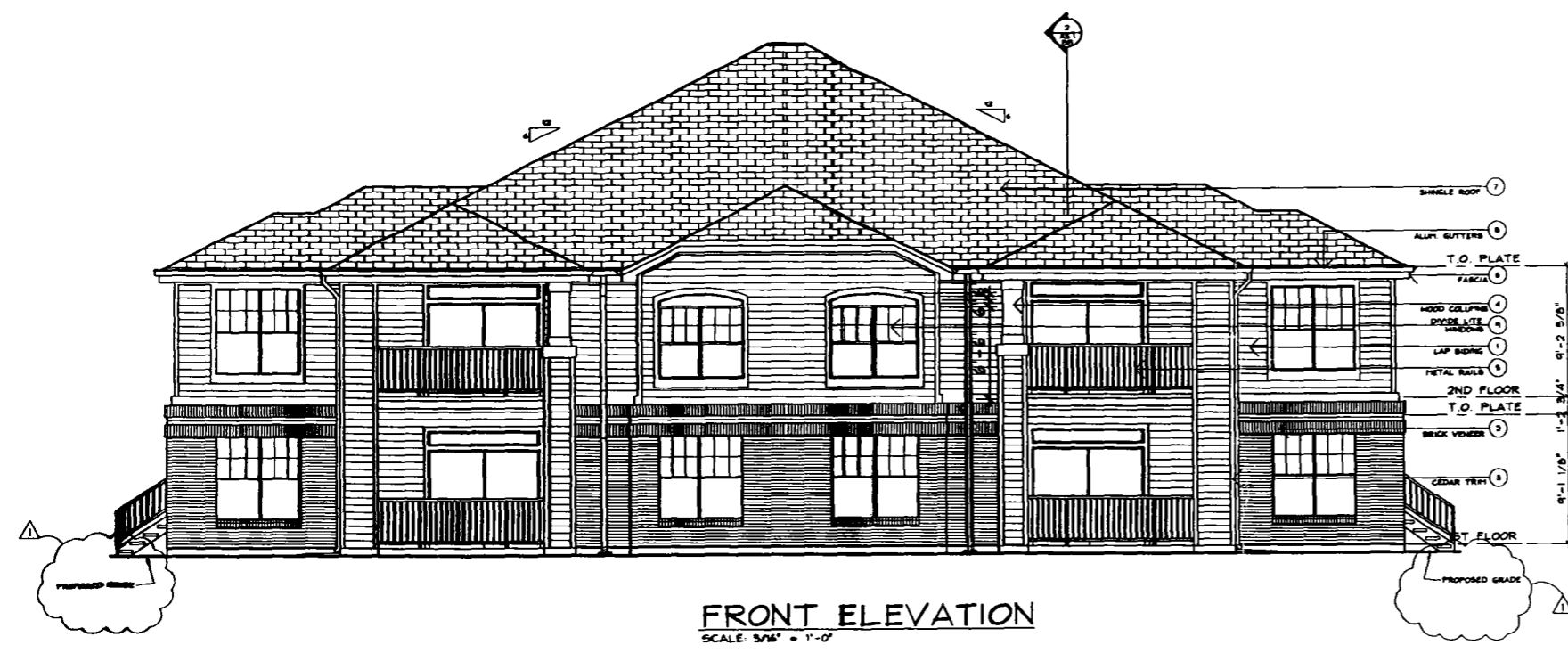
**SMOOK DESIGN GROUP**  
ARCHITECTURE  
100 E. BROADWAY, SUITE 100  
DENVER, COLORADO 80202  
303.733.8976 303.733.1000 FAX

EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

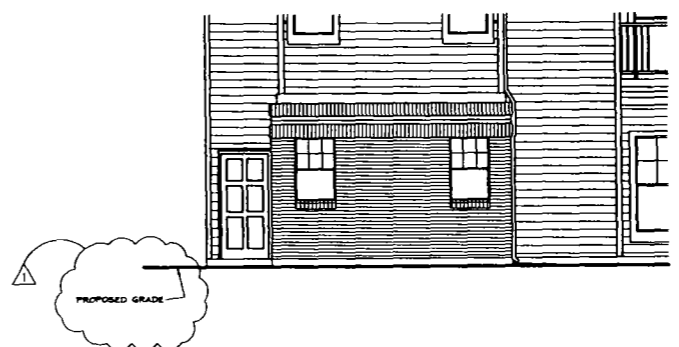
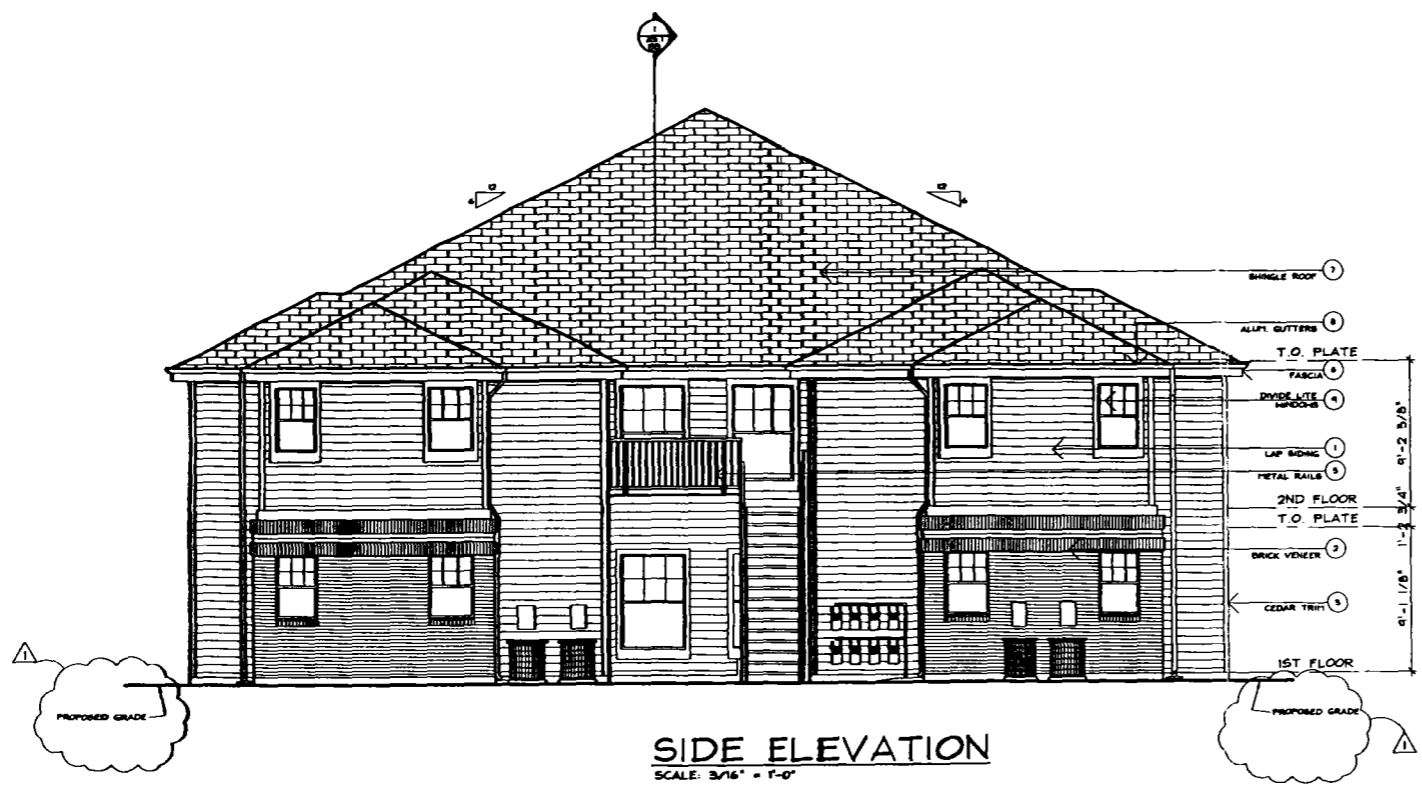
Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08

sheet 49 of 178  
A4.1-BB



**TYPICAL EXTERIOR MATERIALS:**

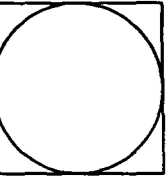
1- SIDING	TEXTURED HARDBOARD LAP, 6" MAX. EXPOSURE/PANT.
2- BRICK	RUNNING BOND HYDRONLOCK/S COURSES/TRO-LOCK BAND.
3- TRIM	2X OR 1" X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. AS.3 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS T.4 SHEET AS.5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- HOOD COLUPNS	ALL HOOD COLUPNS AT PORCHES SHALL BE PIGEONITE VENEER WITH 1/8" SAND. SEE DETAIL 1.4.9 SHEET AS.4.
5- PORCH RAILS	2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALLUSTERS @ 4'-0" C. SEE DETAIL 3 SHEET AS.4.
6- FASCIA	6 1/2" HARDBOARD/PANT. SEE SHEET AS.5.
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE GOOD ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET AS.6 FOR DETAIL.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL SAWS LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET AS.1 FOR SCHEDULES.



**PARTIAL ELEVATION AT SPRINKLER RISER ROOM / DOMESTIC WATER SERVICE**  
SCALE: 1/8" = 1'-0"  
SEE SITE PLAN FOR LOCATIONS

BUILDING TYPE BB





Notes: The Contractor, Owner or any other user of these drawings shall verify the availability of any codes, ordinances or other applicable laws which may affect the construction of the project. The Contractor shall be responsible for the timely submission of all required permits. The Contractor shall be responsible for the timely submission of all required permits. The Contractor shall be responsible for the timely submission of all required permits.

**SMOOK DESIGN GROUP**  
ARCHITECTURE

300 E. BARRACLOUGH, SUITE 110  
DENVER, COLORADO 80202  
303.733.8888

EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

Project BE0810  
Date 06/19/08  
Drawn DCF, CAK  
Checked EJS  
Revised  
08/11/08

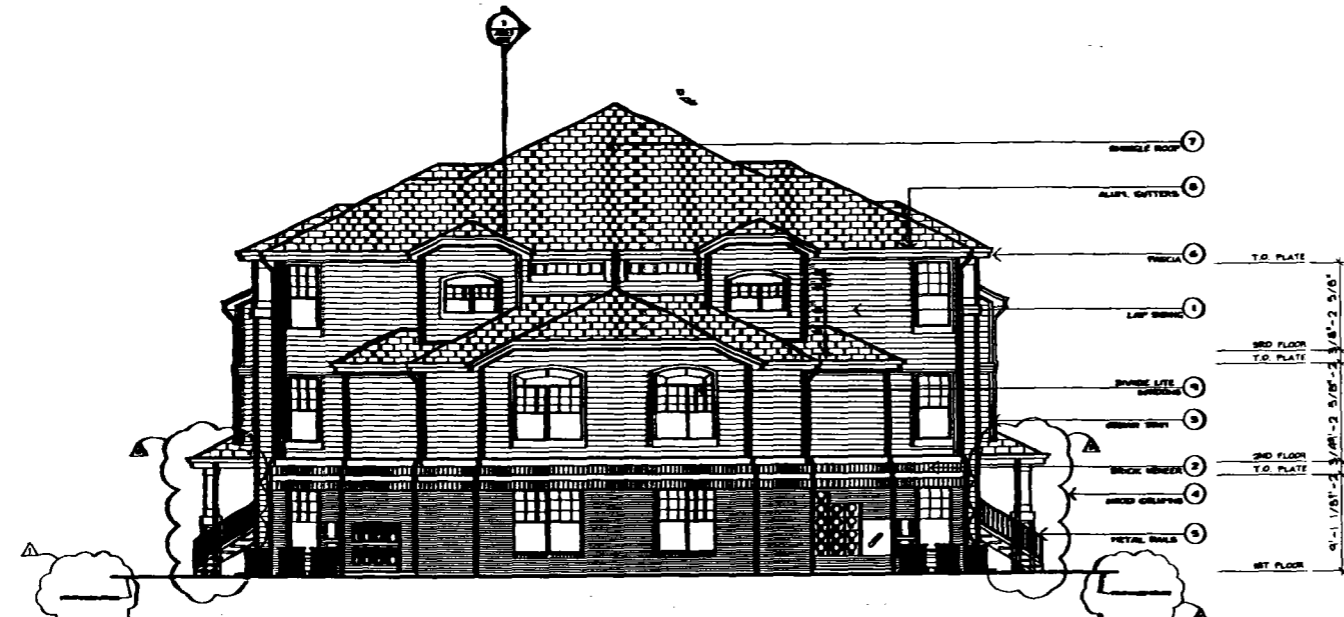
sheet 60 of 179  
A4.1-BT

**TYPICAL EXTERIOR MATERIALS:**

- SHINGLE ROOF: 30 YEAR WARRANTY SHINGLE, 1/2" INSULATION
- ALUM. GUTTERS: 1" ALUM. GUTTERS WITH 1/2" DRAIN
- FRONT T.O. PLATE: 1" BRICK
- LAP SIDING: 1/2" BRICK
- 3RD FLOOR T.O. PLATE: 1" BRICK
- SHIMULE LITE: 1/2" BRICK
- CEDAR TRIM: 1" BRICK
- 2ND FLOOR T.O. PLATE: 1" BRICK
- BRICK VENEER: 1" BRICK
- WOOD COLUMNS: 1" BRICK
- WOOD RAILS: 1" BRICK
- 1ST FLOOR: 1" BRICK



**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"



**SIDE ELEVATION**  
SCALE: 1/8" = 1'-0"



**PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM**  
SCALE: 1/8" = 1'-0"  
SEE SITE PLAN FOR LOCATIONS

BUILDING TYPE BT



**FRONT ELEVATION**  
SCALE: 3/16" = 1'-0"

**TYPICAL EXTERIOR MATERIALS:**

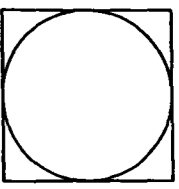
1- SIDING	TEXTURED HARDBOARD LAP, 4" MAX. EXPOSURE/PANT
2- BRICK	RUNNING BOND HYDR-LOCUS COURSE/ROCKLOCK BAND
3- TRIM	2" OR 1 1/2" CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. AS 3 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS 7, 8, SHEET AS 5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- WOOD COLUINS	ALL WOOD COLUINS AT PORCHES SHALL BE MARBONTE VENEER WITH 1/2" BANDS. SEE DETAIL 1, 4, 5 SHEET AS 6.
5- PORCH RAILS	2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALLUSTERS @ 2'-0" C. SEE DETAIL 3 SHEET AS 8.
6- FASCIAS	3/4" HARDBOARD/PANT. SEE SHEET AS 9.
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE 2"X3" ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET AS 6 FOR DETALS.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL GABLE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET AS 1 FOR SCHEDULES.



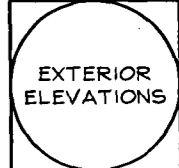
**SIDE ELEVATION**  
SCALE: 3/16" = 1'-0"



**PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM**  
SCALE: 3/16" = 1'-0"  
SEE SITE PLAN FOR LOCATIONS



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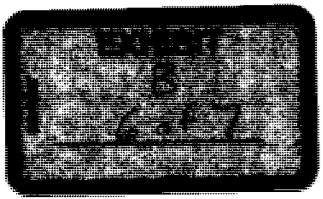


**THE PRESERVE APARTMENTS**

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08

sheet  
69 of 178  
**A4.1-C**

**BUILDING TYPE C**



**TYPICAL RENTAL / REC. CENTER EXTERIOR MATERIALS:**

1- SIDING	TEXTURED HARDBOARD LAP, 4" EXPOSURE / PAINT.
2- BRICK	RUNNING BOND W/ BANDS, GLIORS, AND BASKET WEAVE LOCATIONS -- SEE ELEVATIONS AND DETAILS.
3- TRIM	2X OR 5/4X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. P5 FOR TRIM AT WINDOWS AND DOORS. SEE SHT. P5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- BRICK COLUMNS	ALL EXTERIOR COLUMNS SHALL BE BRICK VENEER SEE SHEET R6.4 FOR COLUMNS AT ENTRY.
5- GARDEN WALLS	RUNNING BOND W/ ROWLOCK CAP / TYP.
6- FASCIAS	1X12 HARDBOARD / PAINT. SEE SHEET R6.2.
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE 12X12 ROOF VENTS AND 6X6 SOFFIT VENTS AT ALL LOCATIONS SHOWN ON ROOF PLAN.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL EAVE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET R6.1 FOR SCHEDULES.

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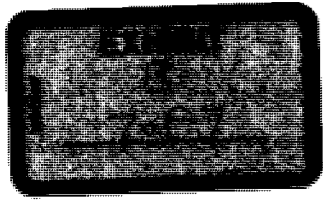
EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

Project BE0810  
Date 06/19/08  
Drawn DCF, CAK  
Checked EJS  
Revised  
08/11/08

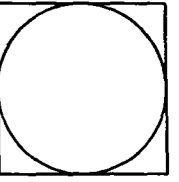
Sheet 80 of 178  
A4.1-R





**TYPICAL RENTAL / REC. CENTER EXTERIOR MATERIALS:**

1- SIDING	TEXTURED HARDBOARD LAP, 4" EXPOSURE / PAINT.
2- BRICK	RUNNING BOND HW BANDS, QUORNS, AND BASKET WEAVE LOCATIONS -- SEE ELEVATIONS AND DETAILS.
3- TRIM	2X OR 5/4X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. PS FOR TRIM AT WINDOWS AND DOORS. SEE SHT. PS FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- BRICK COLUMNS	ALL EXTERIOR COLUMNS SHALL BE BRICK VENEER. SEE SHEET R6.4 FOR COLUMNS AT ENTRY.
5- GARDEN WALLS	RUNNING BOND HW / ROWLOCK CAP / TYP.
6- FASCIAS	1X12 HARDBOARD / PAINT. SEE SHEET R6.2
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE 12X12 ROOF VENTS AND 6X12 SOFFIT VENTS AT ALL LOCATIONS SHOWN ON ROOF PLAN.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL EAVE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET A6.1 FOR SCHEDULES.



Notes: The Contractor, Owner or any other user of these documents shall verify the accuracy of any notes, conditions or discrepancies found with these documents. Failure to do so shall release the architect of responsibility for the resulting consequences. Reproduction or use of these documents without the Architect's consent is prohibited.

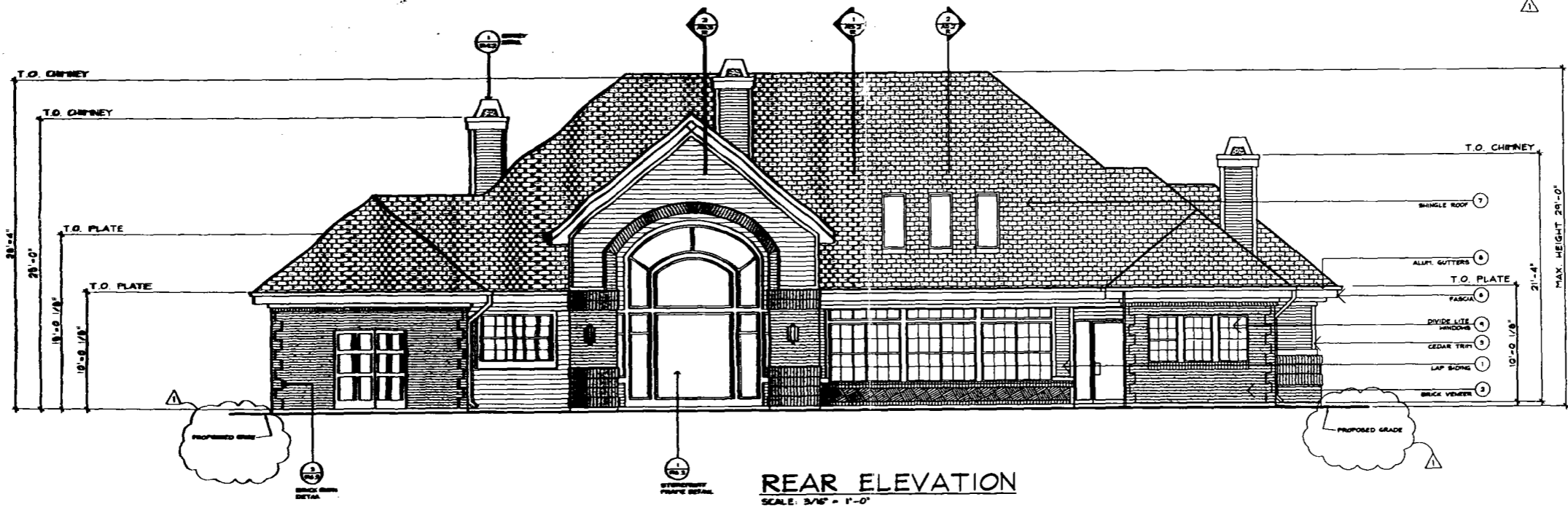
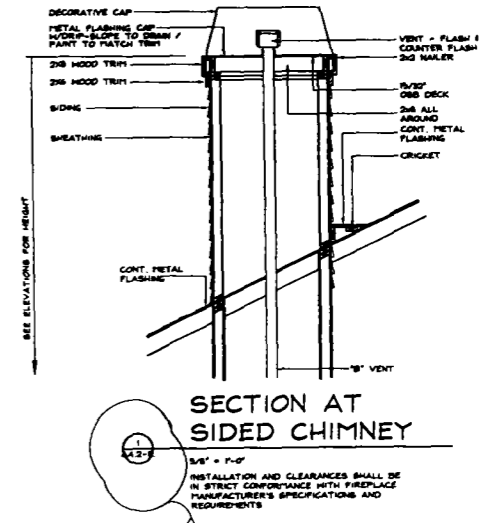
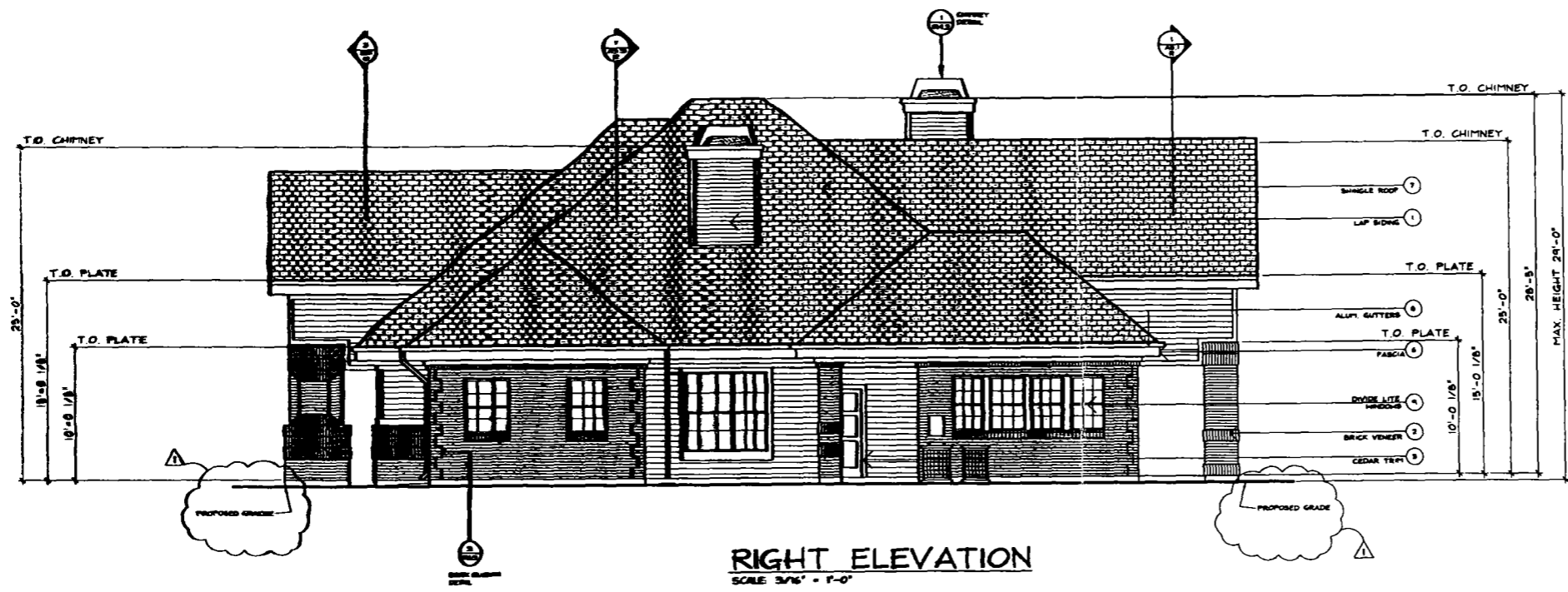


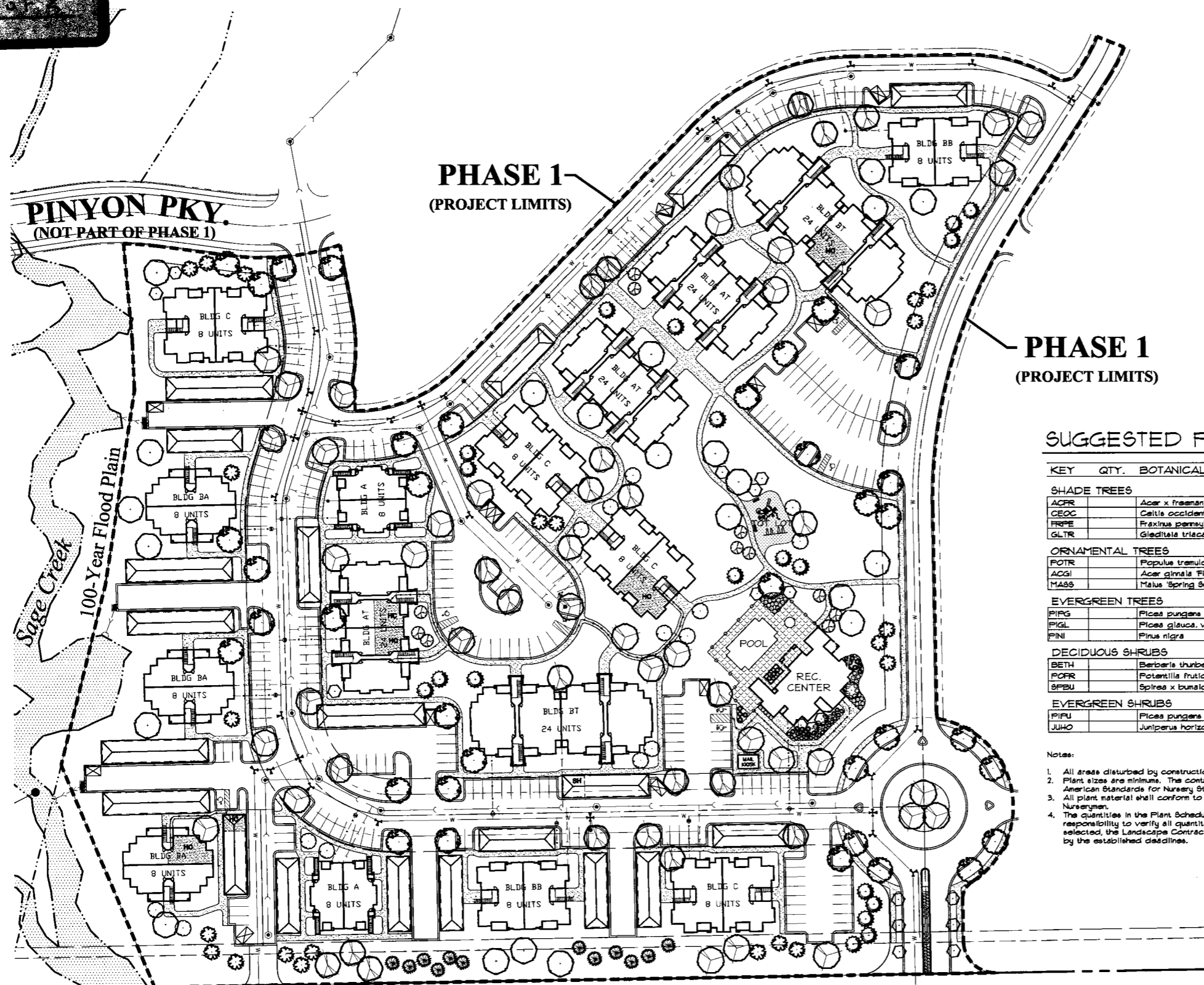
EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

Project BE0810  
Date 06/19/08  
Drawn DCF, CAK  
Checked EJS  
Revised  
08/11/08

Sheet 81 of 179  
A4.2-R





**PHASE 1**  
(PROJECT LIMITS)

**PHASE 1**  
(PROJECT LIMITS)

- LEGEND**
- DECIDUOUS TREES
  - EVERGREEN TREES
  - ORNAMENTAL TREES
  - EVERGREEN SHRUBS
  - DECIDUOUS SHRUBS
  - FENCING
  - FIBER MULCH

**SUGGESTED PLANT PALETTE**

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
<b>SHADE TREES</b>					
ACFR		<i>Acer x freemanii</i>	Autumn Blaze Maple	25" cal.	
CEOC		<i>Celtis occidentalis</i>	Hackberry	25" cal.	
FRPE		<i>Fraxinus pennsylvanica</i>	Green Ash	25" cal.	
GLTR		<i>Gleditsia triacanthos</i> var. <i>Inermis</i> 'Skyline'	Skyline Honeylocust	25" cal.	
<b>ORNAMENTAL TREES</b>					
POTR		<i>Populus tremuloides</i>	Quaking Aspen	2" cal.	
ACGI		<i>Acer glabral</i> 'Flame'	Amur Maple	2" cal.	
MASS		<i>Malus</i> 'Spring Snow'	Spring Snow Crabapple	2" cal.	
<b>EVERGREEN TREES</b>					
PIPG		<i>Picea pungens glauca</i>	Colorado Blue Spruce	6' min	
PIGL		<i>Picea glauca</i> , var. <i>densata</i>	Black Hills Spruce	6' min	
FINI		<i>Pinus nigra</i>	Austrian Pine	6' min	
<b>DECIDUOUS SHRUBS</b>					
BETH		<i>Berberis thunbergii atropurpurea</i> nana	Crimson Pygmy Barberry	5 gal.	
POFR		<i>Potentilla fruticosa</i> 'Goldfinger'	Goldfinger Potentilla	5 gal.	
SFBU		<i>Spiraea x bumalda</i> 'Goldflame'	Goldflame Spiraea	5 gal.	
<b>EVERGREEN SHRUBS</b>					
PIPU		<i>Picea pungens</i> 'Globose'	Globe Blue Spruce	5 gal.	
JUHO		<i>Juniperus horizontalis</i> 'Blue Chip'	Blue Chip Juniper	5 gal.	

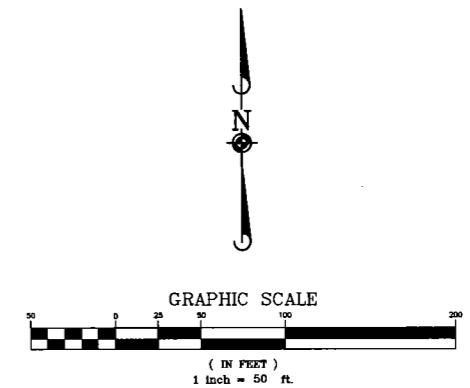
- Notes:
- All areas disturbed by construction shall be graded to finish grade with topsoil and sodded.
  - Plant sizes are minimums. The contractor shall meet all size requirements listed. Container sizes shall conform to the requirements set by the American Standards for Nursery Stock.
  - All plant material shall conform to the latest edition of American Standard for Nursery Stock published by The American Association of Nurserymen.
  - The quantities in the Plant Schedule are provided to the Landscape Contractor as a convenience. It is the Landscape Contractor's responsibility to verify all quantities and availability of plants and materials shown on the plan and schedule prior to submitting a bid. If selected, the Landscape Contractor shall make provisions necessary to have the necessary material to complete the landscape installation by the established deadlines.

**PINYON PKY.**  
(NOT PART OF PHASE 1)

**EAST 21ST STREET**  
(To be Improved)

**CAUTION**  
UTILITIES EXIST WITHIN CONSTRUCTION LIMITS. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THEIR LOCATION PRIOR TO CONSTRUCTION.

LANDSCAPE PLAN  
SCALE: 1"=50'



DATE	
REVISION	

**Manhard CONSULTING**  
7400 South University Blvd., Suite 100A, Greenwood Village, CO 80120  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE PRESERVE AT GREENWAY PARK  
CASPER, WYOMING  
PRELIMINARY LANDSCAPE PLAN

PROJ. NO.	JTN
PROJ. ASSOC.	SH
DRAWN BY	SH
DATE	04/29/09
SCALE	1" = 50'
SHEET	13 OF 199
	L1
BRCW	070844

PENDING APPROVAL - NOT FOR CONSTRUCTION

**SPECIFICATIONS**

**1. Field Verification**

The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his representative.

**2. Protection of Existing Site and Existing Site Features**

The Contractor shall provide at his own expense, protection against trespassing and damage to seeded areas, planted areas and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, written warning or policing as may be required to protect such areas.

The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued.

It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities when performing the work. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, shrubs, lawns, paved areas and other landscaped areas that are to remain.

Existing trees which may be subject to construction damage shall be boxed, fenced or otherwise protected before any work is started. Boxing or other protection will be removed at the end of construction. Do not locate heavy equipment or stockpiles within the drip-line of existing plants or on lawns.

Any damage to utilities, structures, plantings or lawn which results from the Contractor's work shall be repaired in kind at the Contractor's expense immediately with as little inconvenience to the Owner as possible.

All areas shown on the plan as sod, the General Contractor will provide the Landscape Contractor with an excavated area 2" below the curb elevation and proposed grade. It is the Landscape Contractor's responsibility to verify with the General Contractor that the subgrade preparation has been completed.

The Landscape Contractor shall coordinate his/her work with all other trades on site. Any plantings areas disturbed as a result of general construction activity shall be immediately repaired/replaced by the Landscape Contractor at no additional expense to the Owner.

**3. Planting Techniques**

All planting techniques and methods shall be consistent with the latest edition of "Horticulture Standards of Nurserymen, Inc.", and as detailed on these drawings. All deciduous plant material shall be thin pruned to remove 1/3 interior branches, dead branches and broken branches. Pruning shall complement plants natural form. Absolutely NO tip pruning is allowed, except hedges. Any plant that is tip pruned is subject to rejection by the Landscape Architect. Evergreen trees and shrubs shall be pruned of dead and broken branches and as directed by the Landscape Architect. All pruning work shall be done with hand pruners only.

Stake/guy all trees as necessary immediately after installation and prior to acceptance. When high winds or other conditions occur, the Landscape Contractor shall take whatever precautions he deems necessary to protect the survival and appearance of the plants. These steps shall be taken at no additional expense to the Owner.

**4. Inspection of Plant Material**

All plant materials shall be subject to inspection and approval. The Landscape Architect/Owners Representative reserves the right to reject any plants which fail to meet this inspection. All rejected material shall be removed from the site by the Contractor. Height of evergreen trees are measured from the top of ball to the first lateral branch closest to the top. Height and/or width of other plants so specified are measured by the mass of the plant not the very tip of the branches.

**5. Plant Substitution**

Substitution from the specified list will be accepted only when evidence in writing is submitted to the Landscape Architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and having essential characteristics similar to the originally specified material will be approved. Acceptance or rejection of substitute plant materials will be issued in writing by the Landscape Architect.

**6. Planting Soil**

Planting soil shall be replaced in all disturbed areas at a minimum depth of eight inches. The planting soil shall be improved and amended by the contractor at the time of placement. The amended topsoil shall consist of 3 cu. yds. of organic matter per 1000 sq. ft. tilled to a depth of four inches or as determined by an independent soil analysis and approved by the landscape architect.

**7. Mulch**

All planting areas including shrub beds and individual trees shall be mulched with 3/4" to 1 1/2" river rock mulch to be approved by the Landscape Architect or Owners Representative.

**8. Pre-emergent Herbicides**

All shrub beds, individual tree rings and ground cover beds shall be treated with a pre-emergent herbicide prior to the mulch being installed. These areas shall be used free prior to herbicide application.

**9. Sodding**

Sod shall be Kentucky Bluegrass and is required in all areas as noted on the landscape plan. Sod should be grown from at least four varieties of quality seed. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout. Sod is to be laid within 8 hours of the delivery time to the site. Watering shall continue until all sod areas are thoroughly knit to the ground.

**10. Seeding**

All lawn areas on landscape plan specified to be seeded shall be treated as specified below:

**A. Topsoil**

Shall be spread over all areas to be seeded to a minimum depth of 6" when compacted.

**B. Seed Mixture and Application Rate**

Kentucky Bluegrass ( 4 varieties)	60%
Perennial Ryegrass	20%
Redtop or Creeping Red Fescue	20%

Apply at the rate of 55 lbs. per 1000 sq. ft.

**C. Fertilization**

The contractor shall acquire site specific soil analysis from a reputable firm, amend soil, and fertilize all area per the findings of the analysis. The contractor shall supply the Landscape Architect with all findings, analysis, and recommendations. Apply fertilizers and conditioners at the rate specified per soil test findings. At least 40% of the fertilizer nitrogen shall be of an organic origin.

**D. Watering**

Seeded areas shall be watered to insure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued for approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an "as needed" basis. All plant material watering will be the responsibility of the contractor until acceptance by the owner and the Landscape Architect/Owners Representative.

**E. Establishment**

Turf may be established on a variety of slope conditions. It shall be the contractor's responsibility to determine and implement whatever procedures he deems necessary to establish the turf as part of his work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in healthy condition and at least 60 days have elapsed since the completion of this work. A uniform stand is defined as areas where the grass is growing thickly without bare spots larger than 12" x 12". The Contractor shall submit with his bid a description of the methods and procedures he intends to use.

**11. Preliminary Acceptance**

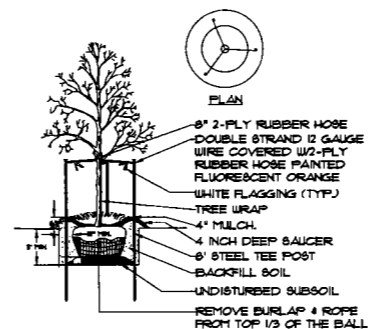
All plantings shall be maintained by the Contractor for a period of 60 days after preliminary acceptance by the Owner. Maintenance shall include, but is not limited to, mowing and edging turf, pulling weeds, watering turf and plant material, and annual flower maintenance.

**12. Final Acceptance**

Final acceptance will be granted by the Landscape Architect/Owners Representative upon receipt of written request by the contractor, combined with an acceptable final review of the installation by the Landscape Architect/Owners Representative. All plant material (excluding annual flowers), shall be guaranteed for two year after the end of the 60 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner, and the Landscape Architect/Owners Representative. All plants that are not vigorous, healthy and in good condition shall be replaced by the Landscape Contractor at no additional expense to the Owner. These replacement plants shall meet all specified qualities of the original plant materials and carry the same guarantee from the time of replacement.

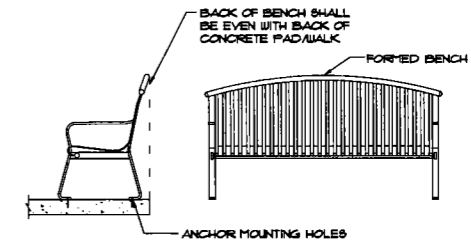
**13. Site Cleanup**

The Contractor shall protect the property of the Owner and the work of other Contractors. The Contractor shall also be directly responsible for all damage caused by his activities at no additional expense to the owner and for the daily removal of all trash and debris from his work area to the satisfaction of the Landscape Architect/Owners Representative.



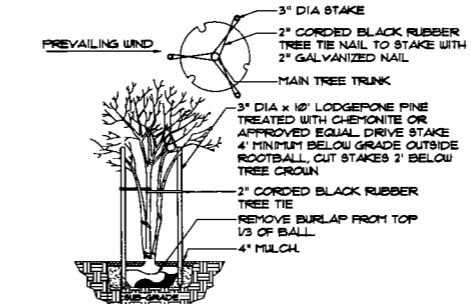
NOTE:  
1. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

DECIDUOUS TREE NOT TO SCALE



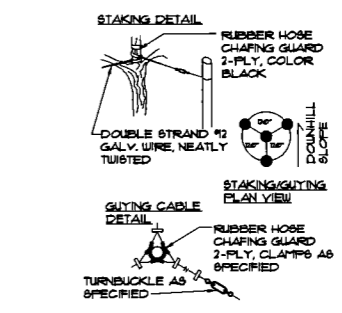
NOTES:  
1. BENCH TO BE MANUFACTURED BY WAUSAU TILE INC. MODEL NO. TF 2201 OR APPROVED EQUAL BY THE OWNER OR OWNER'S REPRESENTATIVE.  
2. BENCH TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.  
3. ANCHOR MOUNTS TO BE EMBEDDED AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.  
4. BENCH TO BE BLACK IN COLOR.

BENCH NOT TO SCALE



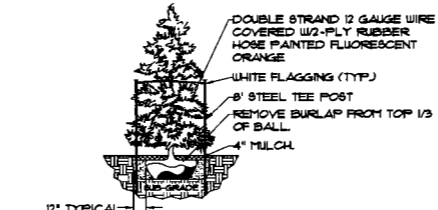
NOTE:  
1. PLANTING PITS TO BE SCARIFIED BEFORE TREES ARE PLANTED.  
2. PRUNING OF ORNAMENTAL TREES MUST BE DONE AFTER PLANTING AND AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

ORNAMENTAL TREE NOT TO SCALE



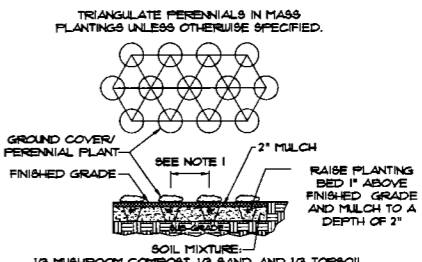
NOTE:  
1. STAKE ALL TREES

TREE STAKING AND GUYING NOT TO SCALE



NOTE:  
1. STAKE ALL EVERGREEN TREES GREATER THAN 5' IN HT.  
2. PLANTING PITS TO BE SCARIFIED BEFORE TREES ARE PLANTED.

EVERGREEN TREE NOT TO SCALE



NOTE:  
1. SPACING VARIES DEPENDING ON PLANT SPECIES, SEE PLANT LIST.  
2. REMOVE PLASTIC PLANTING CONTAINER BEFORE PLANTING. BE CAREFUL TO KEEP THE ROOT SYSTEM INTACT.

GROUNDCOVER AND PERENNIALS NOT TO SCALE

DATE	
REVISIONS	

**Manhard CONSULTING**

7442 North Tupper Way, Suite 100A, Casper, Wyoming 82401-3000  
 307.233.0000  
 Fax: 307.233.0000  
 www.manhardconsulting.com

Professional Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
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THE PRESERVE AT GREENWAY PARK  
 CASPER, WYOMING

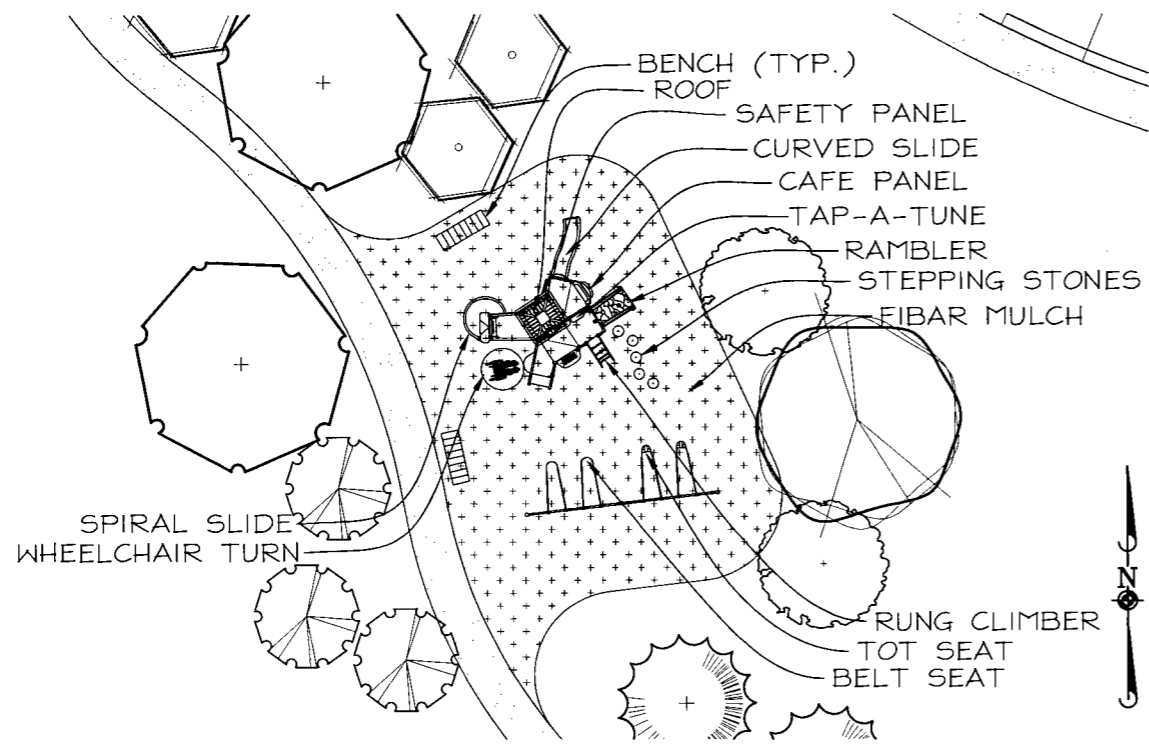
LANDSCAPE DETAILS AND SPECIFICATIONS

PROJ. NO.: JTN  
 PROJ. ASSOC.: JEH  
 DRAWN BY: JEH  
 DATE: 04/29/09  
 SCALE: NTS

SHEET  
 14 OF 199  
 L2

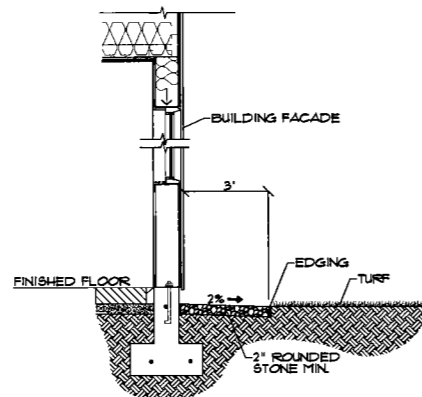
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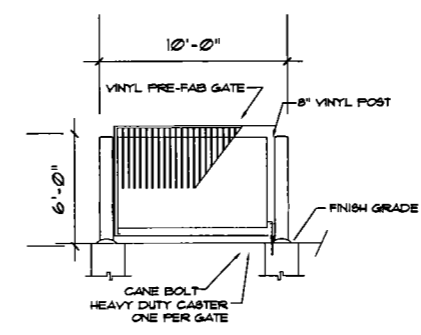


PARK ENLARGEMENT  
SCALE: 1"=10'

PLAY GROUND EQUIPMENT IS TO BE DESIGNED BY OTHERS AND INSTALLED PER MANUFACTURERS SPECIFICATIONS. CURRENT DESIGN BY RECREATION PLUS, LTD., GOLDEN, COLORADO - 800.278.1455. FINAL DESIGN TO BE APPROVED BY OWNER/ OWNER REPRESENTATIVE.

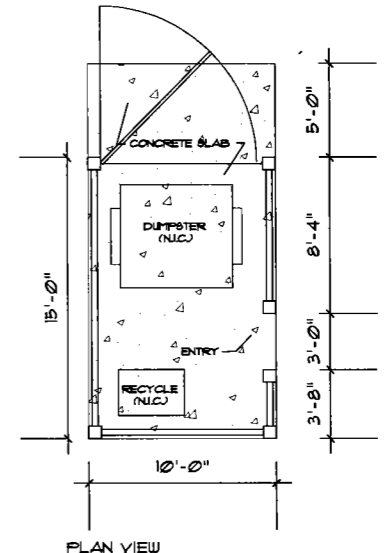


TYP. EXTERIOR WALL WITH STONE BUFFER  
NOT TO SCALE



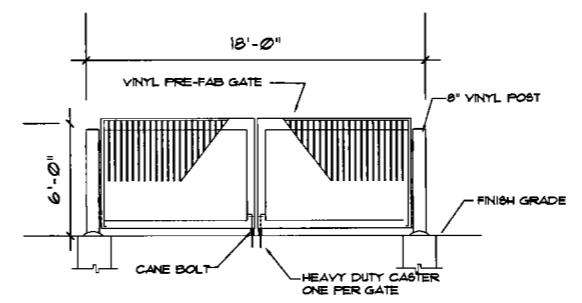
FRONT ELEVATION

- NOTES:
- DUMPSTER SIZE AND CLEARANCE TO BE VERIFIED WITH LOCAL TRASH COMPANY.
  - TO BE SUPPLIED BY CERTANTEED, BUFFTECH, IMPERIAL, 6' VINYL PRIVACY FENCING.
  - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
  - FENCE TO BE WHITE IN COLOR.
  - SIDE ACCESS TO MEET FAIR HOUSING ACCESSIBILITY GUIDELINES (FHAG) WHERE INDICATED.



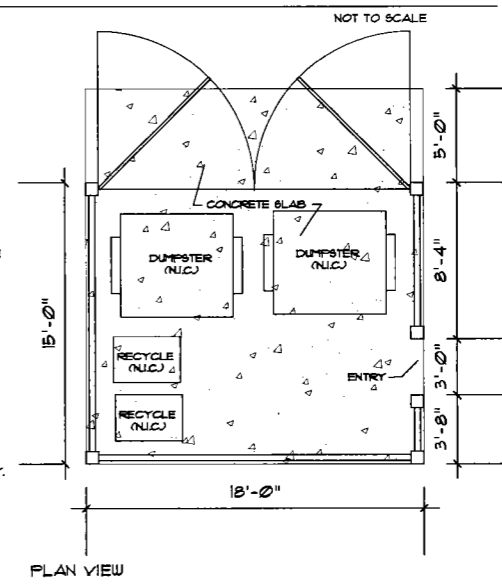
PLAN VIEW

SINGLE TRASH ENCLOSURE



FRONT ELEVATION

- NOTES:
- DUMPSTER SIZE AND CLEARANCE TO BE VERIFIED WITH LOCAL TRASH COMPANY.
  - TO BE SUPPLIED BY CERTANTEED, BUFFTECH, IMPERIAL, 6' VINYL PRIVACY FENCING.
  - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
  - FENCE TO BE WHITE IN COLOR.
  - SIDE ACCESS TO MEET FAIR HOUSING ACCESSIBILITY GUIDELINES (FHAG) WHERE INDICATED.



PLAN VIEW

DOUBLE TRASH ENCLOSURE

DATE	
REVISION	

**Manhard CONSULTING**

2448 East Tanager Way, Suite 100-A, Greenwood, CO 80031-7002  
 303.733.7000  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE PRESERVE AT GREENWAY PARK  
CASPER, WYOMING  
LANDSCAPE DETAILS AND SPECIFICATIONS

PROJ. NO.: TTN  
 PROJ. ASSOC.: JSB  
 DRAWN BY: JSB  
 DATE: 04/29/08  
 SCALE: NTS

SHEET  
15 OF 199  
L3

BRCWA 070944  
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PENDING APPROVAL - NOT FOR CONSTRUCTION

THE PRESERVE AT GREENWAY PARK  
PHASE II  
SITE PLAN AGREEMENT

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of February, 2012, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Haystack Properties, LLC, 13394 East Control Tower Road, Englewood, CO 80112, hereinafter designated as "Owner."

WHEREAS, Owner has applied for site plan approval for construction of Phase II Greenway Park Addition, a 160 unit apartment complex and related accessory buildings, comprising 12-acres, more or less, and located on Tract G, Greenway Park II; and

WHEREAS, pursuant to the terms of the Greenway Park PUD (Planned Unit Development) Site Plan Agreement between the City of Casper and Haystack Properties, LLC, dated February 2, 2008, the Owner is required to submit a site plan prior to the construction of any phase of the subdivision, which requires the approval of the Community Development Director; and,

WHEREAS, a copy of said site plan, "The Preserve at Greenway Park – Phase II" (Sheets 1-7), dated November 7, 2011 and revised January 10, 2012, is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, a copy of the landscape plan, "The Preserve at Greenway Park – Phase II" (Sheets 1-2), dated December 19, 2011, is attached hereto as Exhibit "B," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, a copy of the lighting plan, "The Preserve at Greenway Park – PH II" (Sheet E-1), dated January 4, 2012, is attached hereto as Exhibit "C," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, a copy of architectural elevations, "The Preserve at Greenway Park" (Sheets A4.1-C, A6.10, A6.11), dated April 29, 2009, (Sheets A4.1-A, A4.1-BA, A4.1-BB) dated April 29, 2009 and revised June 16, 2009, and (Sheets A41.AT, A4.1-BT) dated January 5, 2011, are attached hereto as Exhibit "D", and are incorporated herein at this point as if fully set forth;

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Owner shall construct Pinyon Parkway, to City standards, from Missouri Avenue to the east boundary of Phase II concurrent with this phase of development. Said construction shall be completed prior to the



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NATRONA COUNTY CLERK, WY  
Renea Vitto Recorded: JF  
Mar 8, 2012 02:54:11 PM  
Pages: 30 Fee: \$95.00  
CITY OF CASPER



issuance of any Certificate of Occupancy in The Preserve at Greenway Park Phase II.

- B. Prior to the issuance of a Certificate of Occupancy for any of the structures in Phase II, the Owner shall construct the proposed pedestrian trail to standard City specifications for pedestrian trails, running parallel to South Missouri Street, along the east side of Sage Creek, from the north property line to the south property line of Greenway Park II. Said trail shall be constructed to street standards (4" asphalt/6" base) to allow use for maintenance. The Owner shall also construct sidewalk, to City standards, along South Missouri Avenue from the north property boundary to Pinyon Parkway; however, is relieved from its obligation to construct sidewalk along South Missouri Avenue from Pinyon Parkway to the south property boundary.
- C. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide the City with recorded "public access easements," in a form acceptable to the City, for all internal drives in Phase II.
- D. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit a revised or updated storm drainage study to the City Engineer for review and approval.
- E. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide a revised garbage collection plan to the City Engineer for review and approval.
- F. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide all necessary utility (water and/or sewer) easements to the City, in a form acceptable to the City.
- G. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide the City with written clearance from the U.S. Army Corp of Engineers (USACOE) for any wetland impacts that may occur due to the Phase II development.

## II. OBLIGATIONS OF THE OWNERS:

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

- A. The Owner shall landscape the property in keeping with the Landscape Plan approved by the Community Development Director, and comply with the following landscaping requirements:
1. Landscape and beautify the areas identified on the Landscape Plan.
  2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
  3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
  4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
  5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owners' request for an extension, which shall not exceed six (6) months. Once an extension is granted, the building official may issue a Certificate of Occupancy for the structure.
  6. In the case of an extension granted by the Community Development Director for the installation of landscaping, the owner is required to post, with the city, a performance security in the form of a bond, cash, letter of credit, or other form acceptable to the city, and otherwise comply with the "Performance Security" section of Title 17, Appendix B of the Casper Municipal Code. The posted amount shall be in an amount of no less than one-hundred twenty five (125%) percent of an itemized estimate prepared by a landscape architect or professional landscaping contractor, for all landscaping material and installation costs necessary to comply with the approved landscaping plan. The Community Development Director shall have the discretion to determine if the amount of the itemized estimate is reasonable, and may request subsequent written estimates to verify the accuracy and validity of the original estimate.

- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.
- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal code, shall be three inch (3") asphaltic concrete surface over three inches (3") of asphaltic binder course over eight inches (8") of grading "W" base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.
- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum

Standards for Commercial Sanitation Container Facility” dated March 2002, or “Minimum Standards for Double Bin Commercial Sanitation Facilities.” Alternately, upon approval by the City Sanitation Department, other designs may be accepted.

- H. All public improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving and/or landscaping work is completed in the Development.
- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- L. The Owner at its cost shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.

- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.
- P. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other

state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.

- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost at the time of the agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.
- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements as outlined in the site plan agreement are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
- W. A project may be constructed without financial security as otherwise required herein provided that the owner/subdivider submits to the City a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the subdivision agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
- X. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until

a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded agreement between the Owner and the contractor as set forth in subsection (A)(2) of this section shall be provided to the City.

Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent of the total construction costs of such improvements. This financial security for the warranty period of eighteen months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

Z. Forms of Financial Security.

1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the city;
- b. Cash;
- c. Surety bonds on forms provided by the City;
- d. Unconditional letter of credit subject to the laws and courts of the state of Wyoming in a form approved by the City.

AA. The Owner's engineering consultant shall provide actual construction costs to the city for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.

BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or

reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the owner/developer within ten calendar days.

III. OBLIGATIONS OF THE CITY:

The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

IV. REMEDIES:

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

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.



- B. Successors and Assigns: This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

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

APPROVED AS TO FORM:

William Trumbull II

WITNESS:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Dee Hardy  
By:  
Printed Name: Dee Hardy

Linda L. Witko  
Linda L. Witko  
Acting Community Development Director

WITNESS:

OWNER  
HAYSTACK PROPERTIES, LLC

Karen L. Delicate  
By:  
Printed Name: Karen L. Delicate

Anthony Cleberg  
Anthony Cleberg  
Member

WITNESS:

OWNER  
HAYSTACK PROPERTIES, LLC

Matt Thomas  
By:  
Printed Name: Matt Thomas

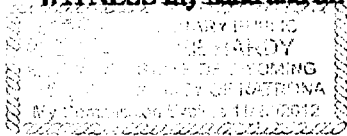
Donald B. Berland  
Donald B. Berland  
Member

ACKNOWLEDGEMENT

STATE OF WYOMING            )  
  )ss.  
COUNTY OF NATRONA        )

The foregoing instrument was acknowledged before me by LINDA L WITKO, as ACTING COMMUNITY DEVELOPMENT DIRECTOR of the CITY OF CASPER, WYOMING, a Municipal Corporation, this 8<sup>th</sup> day of March, 2012.

WITNESS my hand and official seal.



Debra Hardy  
Notary Public

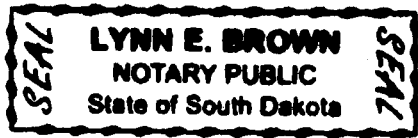
My Commission Expires: 11/2012

ACKNOWLEDGEMENT

STATE OF South Dakota )  
 )ss.  
COUNTY OF Pennington )

The foregoing instrument was acknowledged before me by ANTHONY CLEBERG,  
as MEMBER of HAYSTACK PROPERTIES, LLC this 24<sup>th</sup> day of  
February, 2012.

WITNESS my hand and official seal.



Lynn E. Brown  
Notary Public

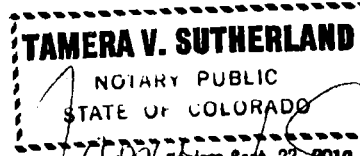
My Commission Expires: June 27, 2012

ACKNOWLEDGEMENT

STATE OF Colorado )  
 )ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me by DONALD B.  
BERLAND, as MEMBER of HAYSTACK PROPERTIES, LLC this 28<sup>th</sup> day of  
February, 2012.

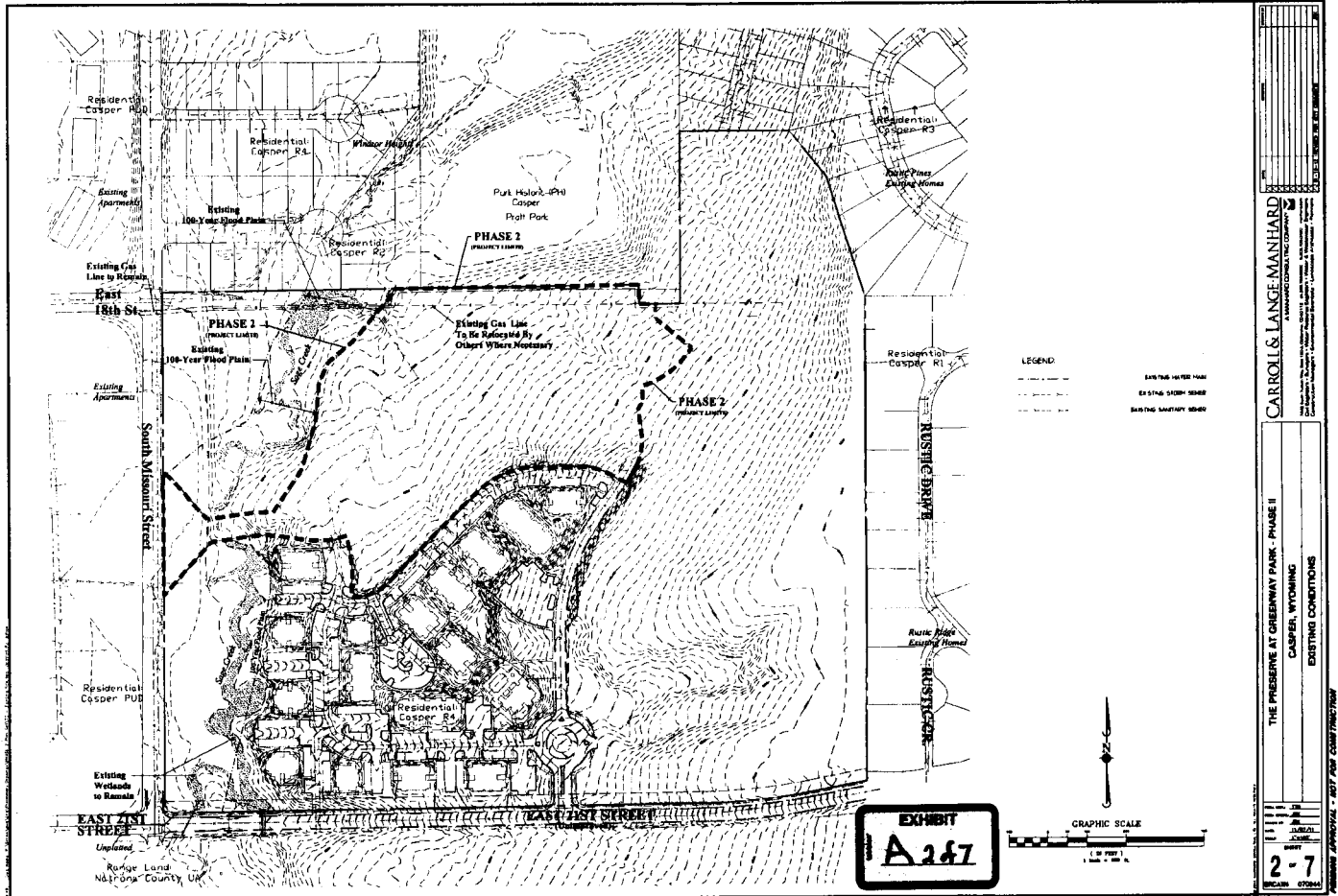
WITNESS my hand and official seal.



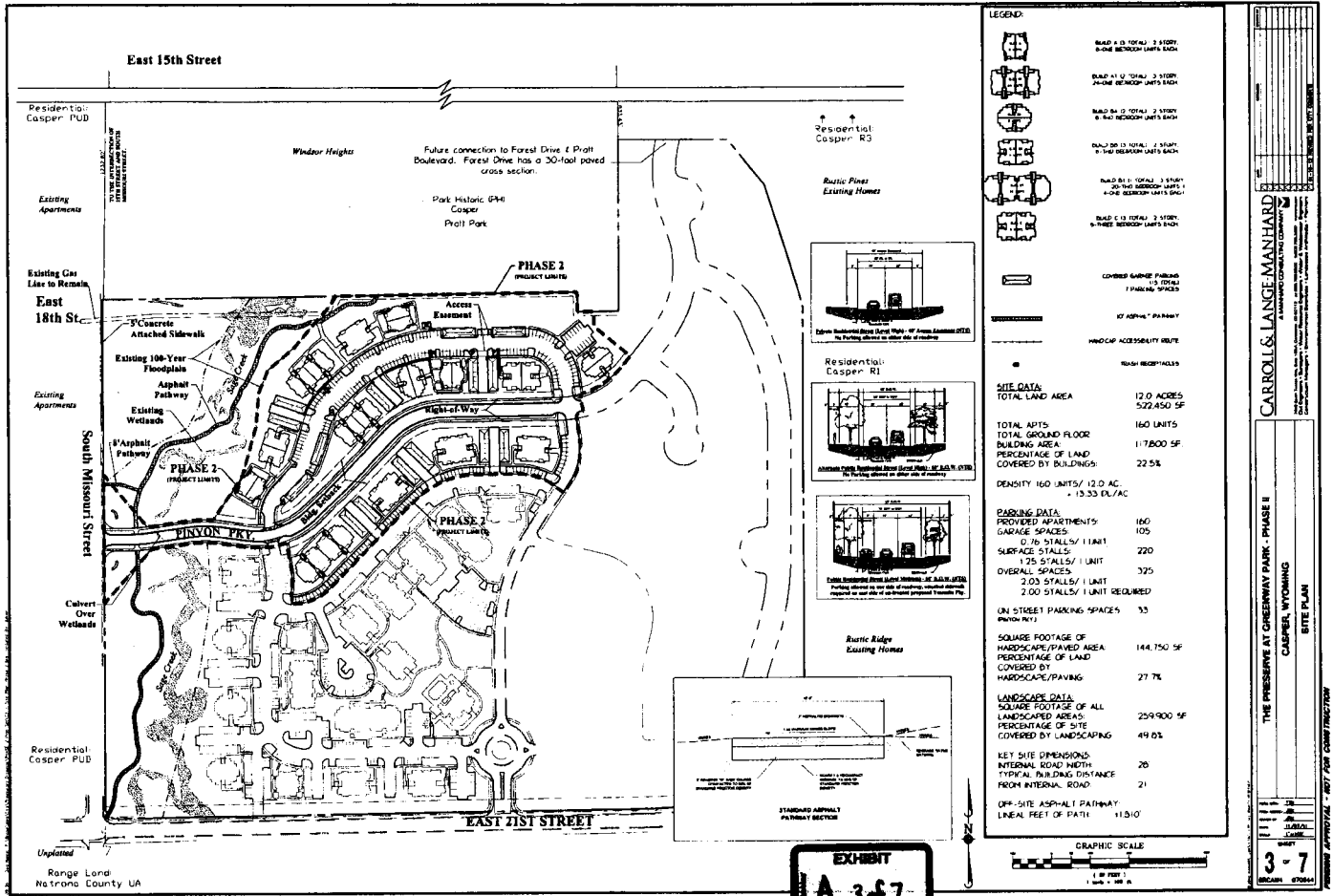
Tamera V. Sutherland  
Notary Public

My Commission Expires: 9/22/12





**EXHIBIT**  
**A 247**



**LEGEND:**

- [Symbol] BUILD A (3) TOTAL 3 STORY, 6-ONE BEDROOM UNITS EACH
- [Symbol] BUILD A (2) TOTAL 3 STORY, 2-ONE BEDROOM UNITS EACH
- [Symbol] BUILD B (2) TOTAL 2 STORY, 8-1-2 BEDROOM UNITS EACH
- [Symbol] BUILD C (3) TOTAL 3 STORY, 6-THREE BEDROOM UNITS EACH
- [Symbol] BUILD D (1) TOTAL 3 STORY, 20-ONE BEDROOM UNITS, 4-ONE BEDROOM UNITS EACH
- [Symbol] BUILD E (3) TOTAL 3 STORY, 6-THREE BEDROOM UNITS EACH
- [Symbol] COVERED GARAGE PARKING, 15 TOTAL, 1 PARKING SPACES
- [Symbol] 17 ASPHALT PARKWAY
- [Symbol] HARDSCAPE ACCESSIBILITY WALKS
- [Symbol] TRASH RECEPTACLES

**SITE DATA:**

TOTAL LAND AREA: 12.0 ACRES  
 TOTAL GROUND FLOOR BUILDING AREA: 522,450 SF  
 PERCENTAGE OF LAND COVERED BY BUILDINGS: 22.5%

DENSITY: 160 UNITS / 12.0 AC.  
 = 13.33 UNITS/AC

**PARKING DATA:**

PROVIDED APARTMENTS: 160  
 GARAGE SPACES: 105  
 0.75 STALLS / UNIT  
 SURFACE STALLS: 220  
 1.75 STALLS / UNIT  
 OVERALL SPACES: 325  
 2.00 STALLS / UNIT  
 2.00 STALLS / UNIT REQUIRED

ON STREET PARKING SPACES: 33 (PHASE 1 ONLY)

SQUARE FOOTAGE OF HARDSCAPE/PAVED AREA: 144,150 SF  
 PERCENTAGE OF LAND COVERED BY HARDSCAPE/PAVING: 27.7%

**LANDSCAPE DATA:**

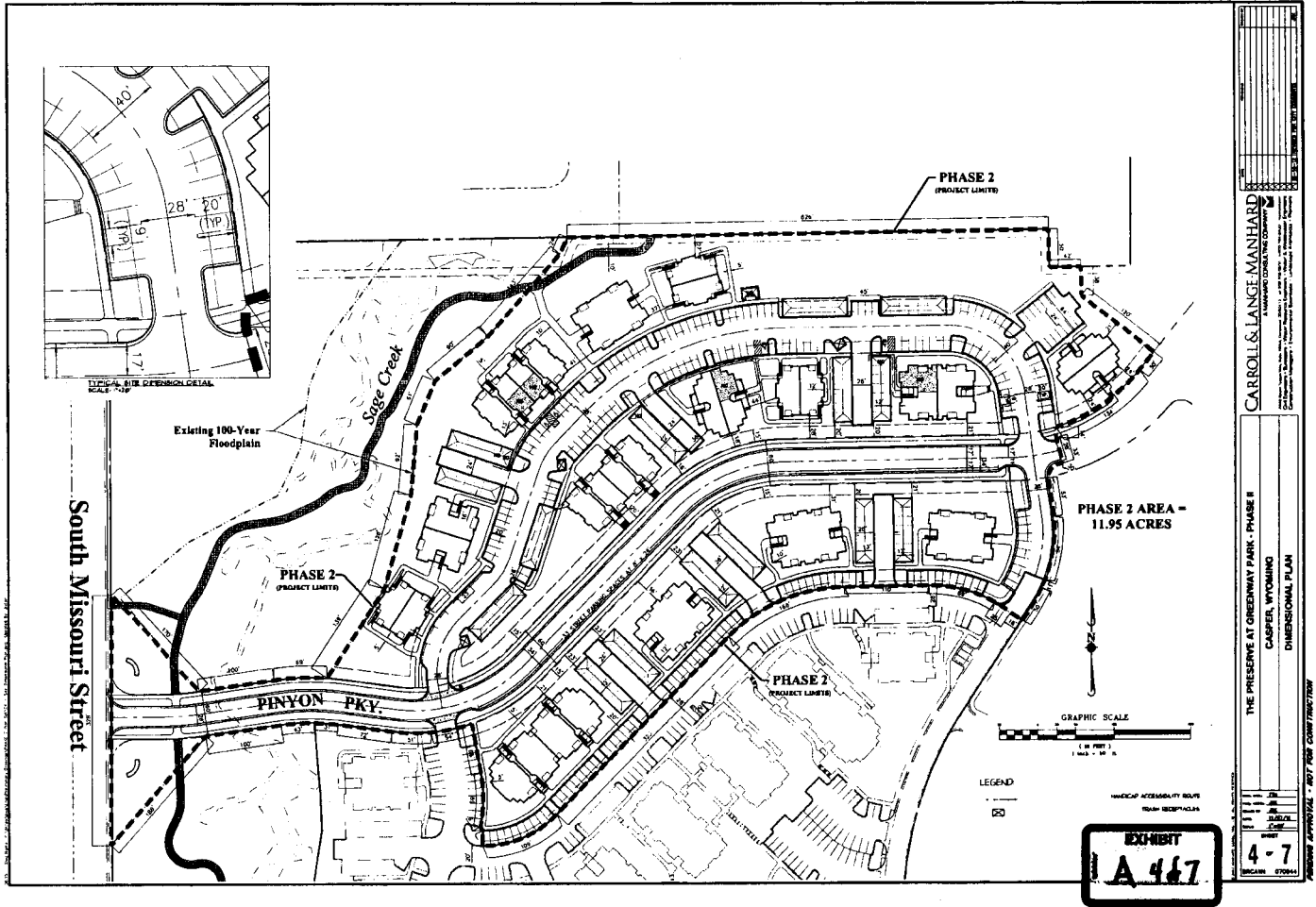
SQUARE FOOTAGE OF ALL LANDSCAPED AREAS: 259,900 SF  
 PERCENTAGE OF SITE COVERED BY LANDSCAPING: 49.0%

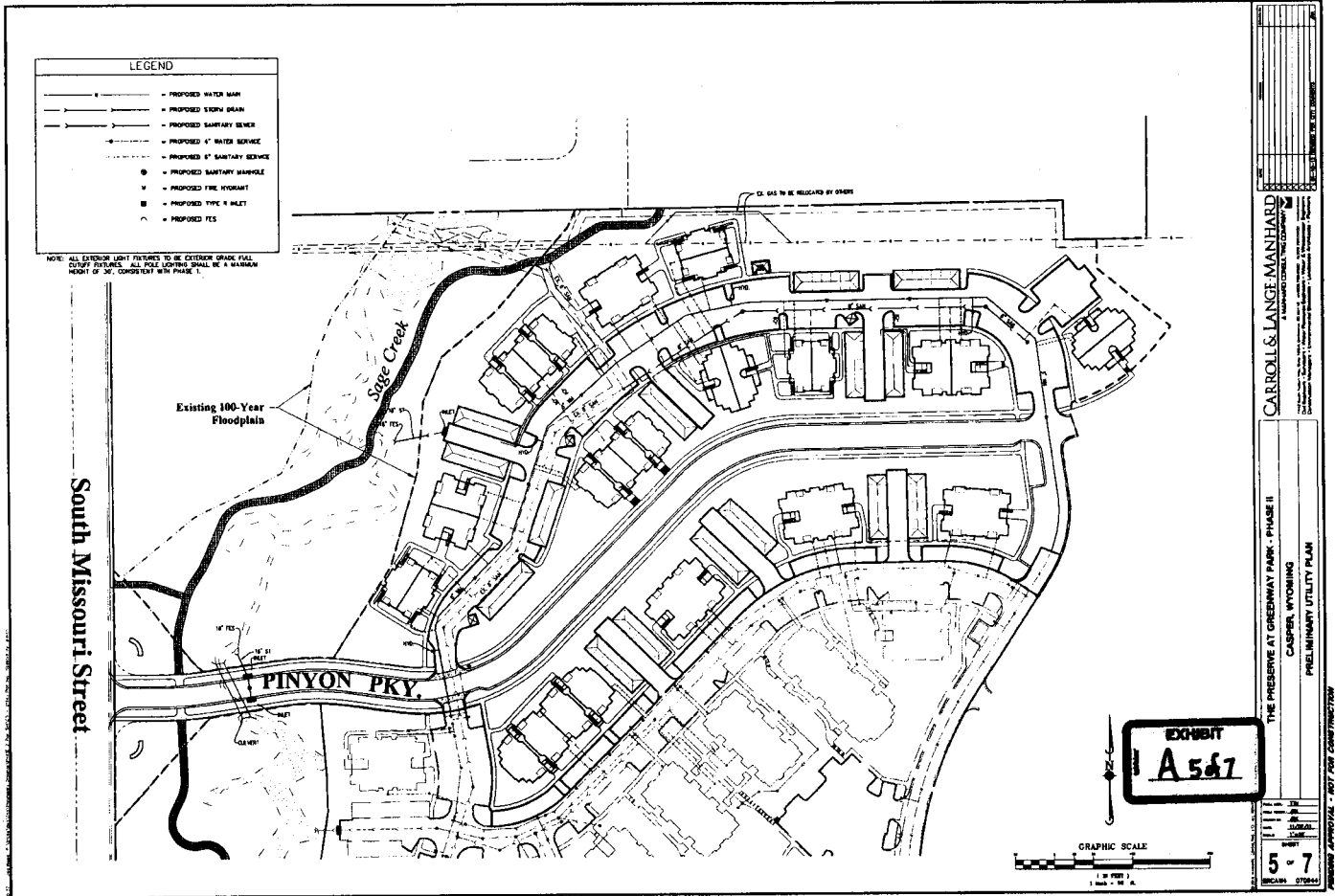
KEY SITE DIMENSIONS:  
 INTERNAL ROAD WIDTH: 20'  
 TYPICAL BUILDING DISTANCE FROM INTERNAL ROAD: 21'  
 OFF-SITE ASPHALT PATHWAY LINEAL FEET OF PATH: 113.0'

**GRAPHIC SCALE:**  
 1" = 100 FT.  
 1" = 100 M.

**EXHIBIT**  
**A 367**

THE PRESERVE AT GREENWAY PARK - PHASE II  
 CASPER, WYOMING  
 SITE PLAN  
 CARROLL & LANGE-MANHARD  
 A LANDSCAPE ARCHITECTURE COMPANY  
 3-7  
 10/20/11  
 10/20/11





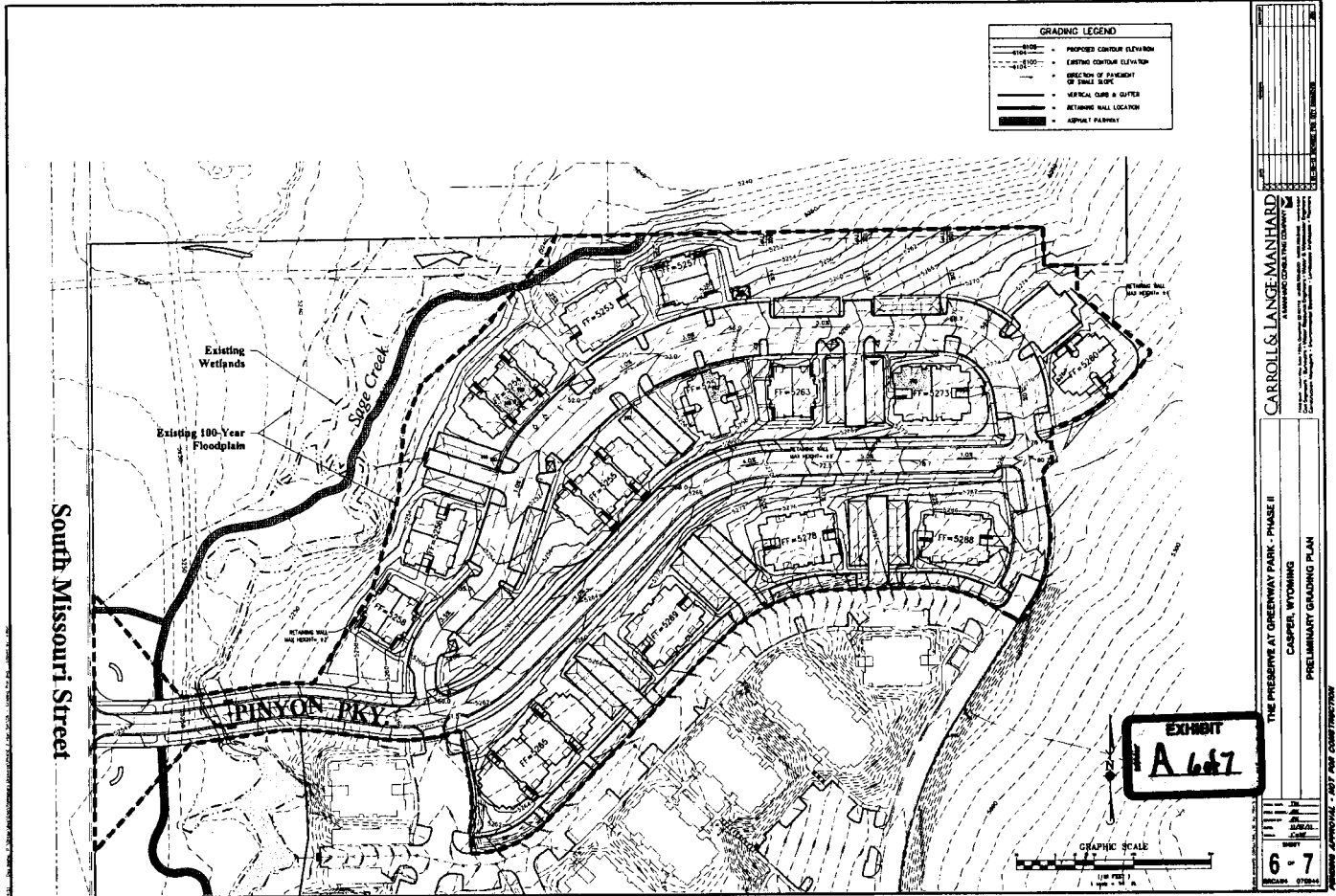
CARROLL & LANGE MANHARD  
A LANDSCAPE ARCHITECTURE FIRM

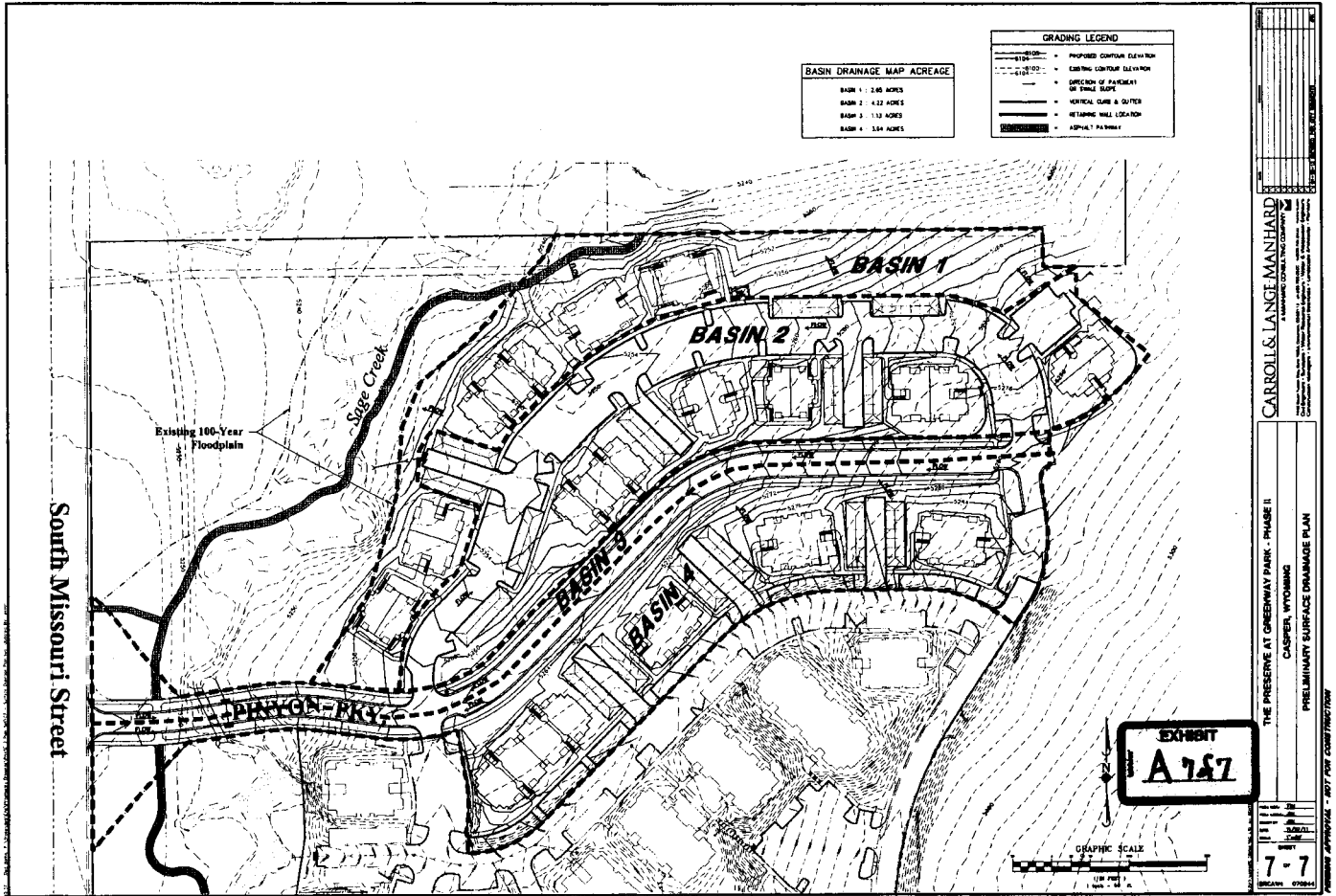
THE PRESERVE AT GREEDWAY PARK - PHASE II  
CASPER, WYOMING  
PRELIMINARY UTILITY PLAN

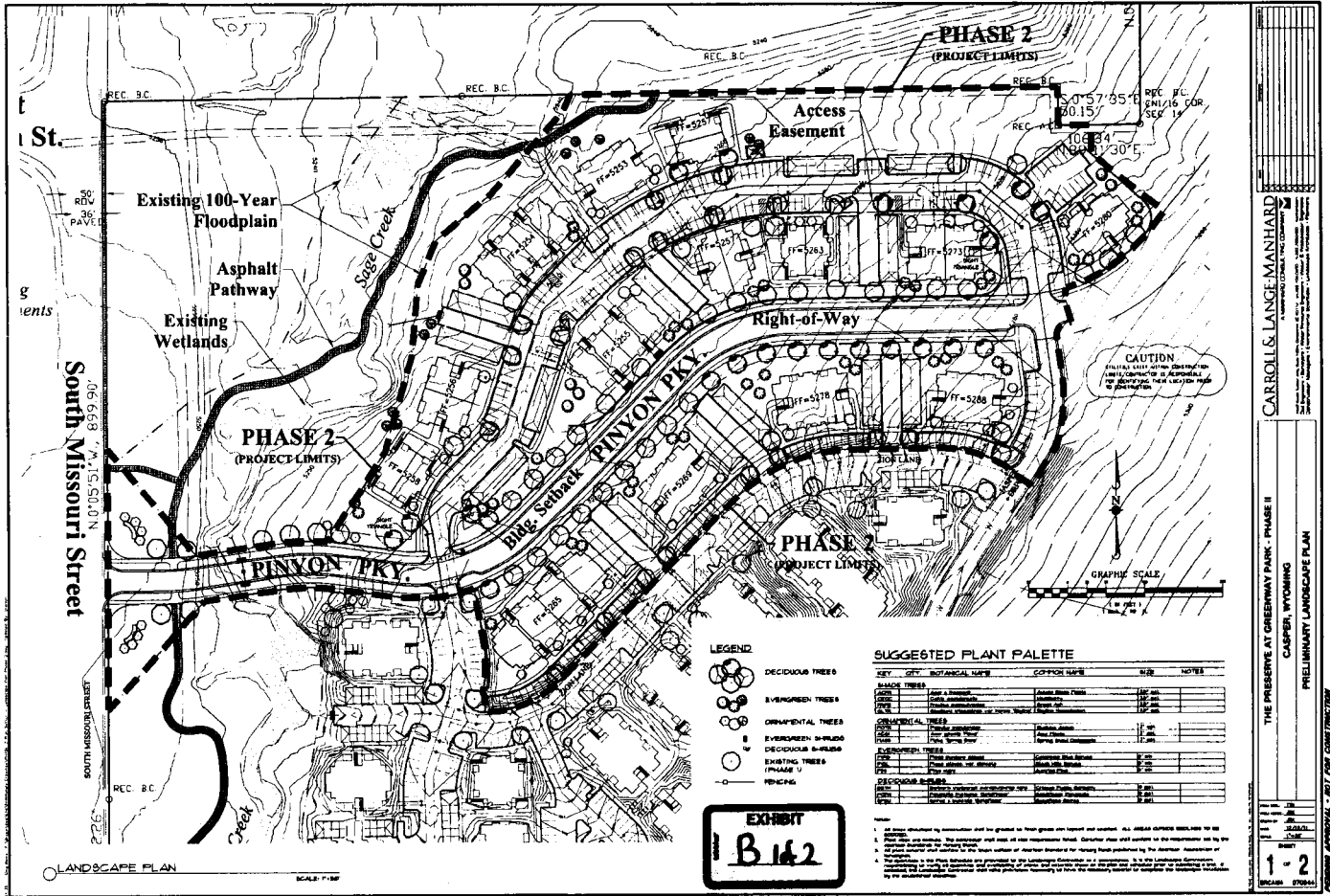
5-7

REVISION APPROVAL - NOT FOR CONSTRUCTION









CARROLL & LANGE-MANHARD  
 ARCHITECTS, INC.  
 1000 N. GARDEN STREET, SUITE 100  
 CASPER, WYOMING 82401  
 TEL: 307.234.1111  
 FAX: 307.234.1112  
 WWW.CARROLL-LANGE-MANHARD.COM

THE PRESERVE AT GREENWAY PARK - PHASE II  
 CASPER, WYOMING  
 PRELIMINARY LANDSCAPE PLAN

1-2  
 (SHEET NUMBER)

**SPECIFICATIONS**

**1. Field Verification**  
The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or the Representative.

**2. Protection of Existing Site and Existing Site Features**  
The Contractor shall provide a full written protection against trespassing and damage to existing trees, planted trees and other construction items on the property. The Contractor shall provide protection, temporary fencing, signs, when working or parking as may be required to protect such areas.

The Contractor shall not be responsible for any damage caused by the Owner after such writing has been issued.

**3. Work by the Contractor**  
The Contractor shall be responsible for the protection of trees, shrubs and roots of existing trees, shrubs, trees, planted trees and other construction items on the site to remain.

Existing trees which may be subject to construction damage shall be marked, removed or otherwise protected before any work is started. Staking of other structures shall be removed at the end of construction. Do not found existing equipment or structures unless the Contractor agrees in writing to do so.

Any damage to existing structures, plantings or law which results from the Contractor's work shall be repaired to that of the Contractor's expense immediately when it is reasonable to do so.

All areas shown on the plan to be removed by the Contractor shall be removed at the Contractor's expense and shall be replaced to the satisfaction and proposed grade. It is the Contractor's responsibility to verify with the General Contractor that the contractor preparation is done correctly.

The Landscape Contractor shall coordinate their work with all other trades on the site. Any planting areas disturbed as a result of general construction activity shall be immediately reestablished by the Landscape Contractor at the contractor's expense to the Owner.

**3. Planting Materials**  
All planting materials and methods shall be consistent with the latest edition of "Native Plants of Wyoming" and shall be obtained from sources which are approved by the Wyoming Department of Agriculture. All planting materials shall be inspected and approved by the Wyoming Department of Agriculture. All planting materials shall be inspected and approved by the Wyoming Department of Agriculture. All planting materials shall be inspected and approved by the Wyoming Department of Agriculture.

**4. Responsibility of Plant Materials**  
All plant materials shall be subject to inspection and approval. The Landscape Architect/Owner Representative reserves the right to reject any plant material for any reason. All plant materials shall be inspected and approved by the Wyoming Department of Agriculture. All planting materials shall be inspected and approved by the Wyoming Department of Agriculture.

**5. Plant Installation**  
All planting materials shall be installed and other conditions in writing, as submitted to the Landscape Architect/Owner Representative. The Contractor shall be responsible for the installation of all planting materials. The Contractor shall be responsible for the installation of all planting materials.

**6. Planting Bed**  
All planting beds shall be prepared and installed as a minimum depth of eight inches. The planting bed shall be prepared and installed as a minimum depth of eight inches. The planting bed shall be prepared and installed as a minimum depth of eight inches.

**7. Fertilizer**  
All planting materials shall be fertilized with a slow release fertilizer. The fertilizer shall be applied to the planting materials. The fertilizer shall be applied to the planting materials.

**8. Mulch**  
All planting materials shall be mulched with a minimum depth of two inches. The mulch shall be applied to the planting materials. The mulch shall be applied to the planting materials.

**9. Planting Materials**  
All planting materials shall be inspected and approved by the Wyoming Department of Agriculture. All planting materials shall be inspected and approved by the Wyoming Department of Agriculture.

**10. Planting Materials**  
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**15. Planting Materials**  
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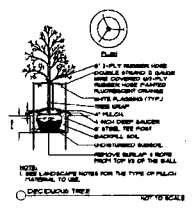
**16. Planting Materials**  
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**17. Planting Materials**  
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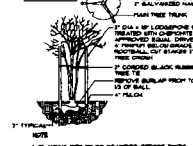
**18. Planting Materials**  
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**19. Planting Materials**  
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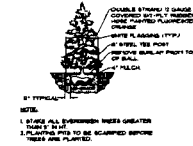
**20. Planting Materials**  
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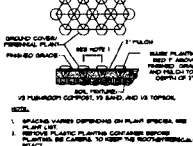
**CIRCULAR TREE**  
12" TO SCALE



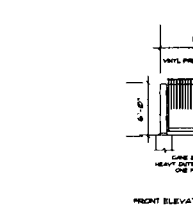
**TYPICAL TREE**  
12" TO SCALE



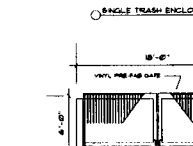
**TYPICAL TREE**  
12" TO SCALE



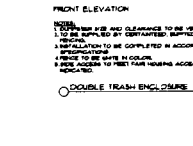
**TYPICAL TREE**  
12" TO SCALE



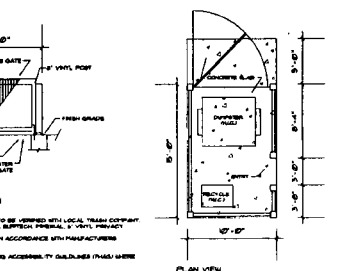
**SINGLE TRASH ENCLOSURE**  
12" TO SCALE



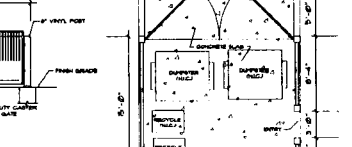
**DOUBLE TRASH ENCLOSURE**  
12" TO SCALE



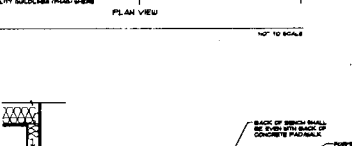
**DOUBLE TRASH ENCLOSURE**  
12" TO SCALE



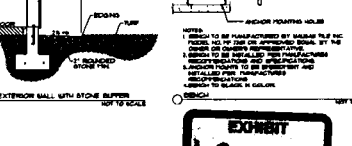
**PLAN VIEW**  
12" TO SCALE



**PLAN VIEW**  
12" TO SCALE



**PLAN VIEW**  
12" TO SCALE



**TREE STAKE AND GIRTH**  
12" TO SCALE



**TYPICAL EXTERIOR WALL WITH STONE SUPPORT**  
12" TO SCALE



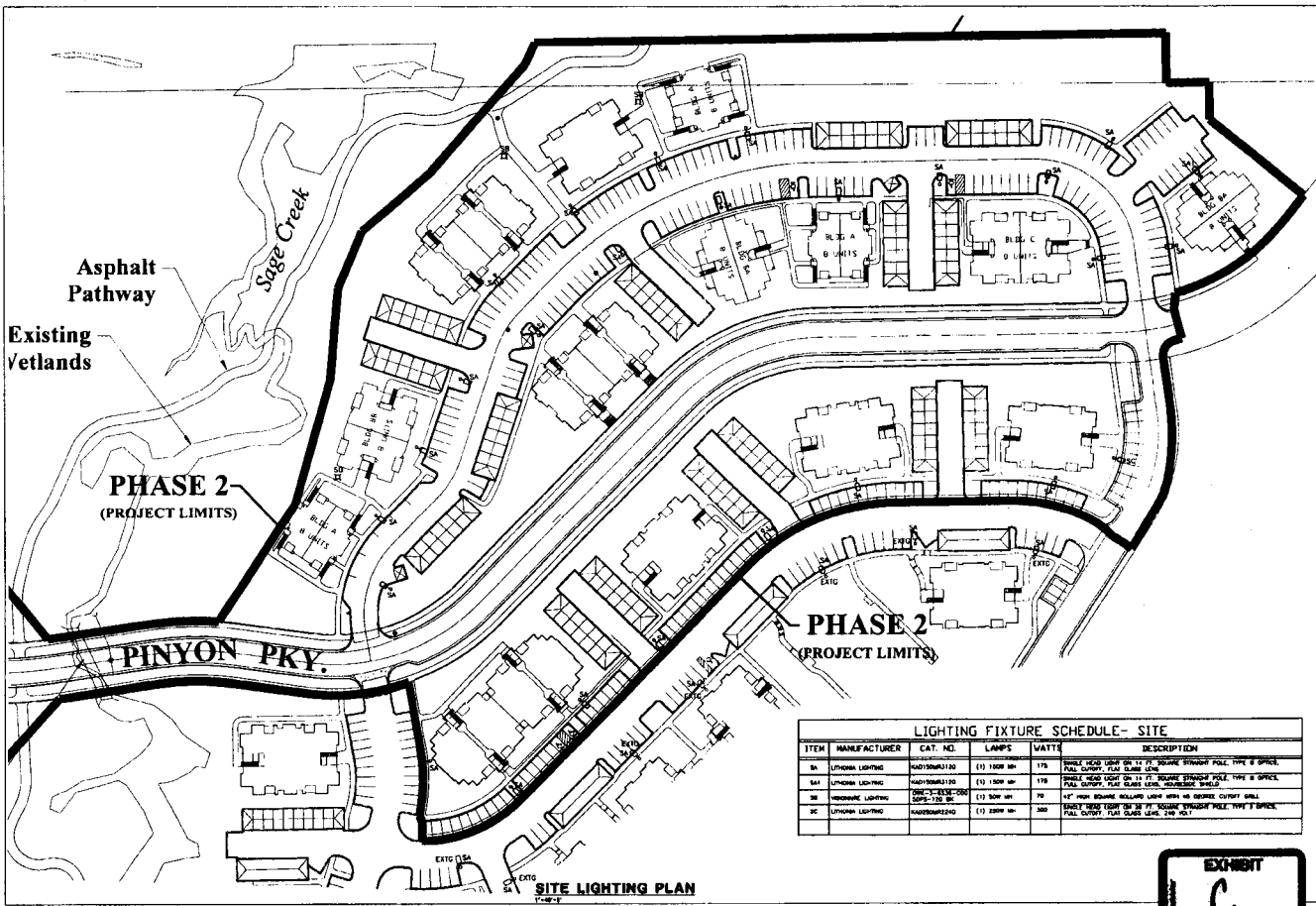
**BENCH**  
12" TO SCALE

**CARROLL & LANCE MANIARD**  
LANDSCAPE ARCHITECTS AND PLANNERS  
1000 N. GARDEN ST. SUITE 100  
CASPEN, WYOMING 82401  
PHONE: 337-2242  
FAX: 337-2242  
WWW: WWW.CARROLL-LANCE.COM

**THE PRESERVE AT GREENWAY PARK - PHASE II**  
CASPEN, WYOMING  
LANDSCAPE DETAILS AND SPECIFICATIONS

DATE: 10/20/11  
DRAWN BY: JLM  
CHECKED BY: JLM  
SCALE: AS SHOWN

**2-2**



**LIGHTING FIXTURE SCHEDULE - SITE**

ITEM	MANUFACTURER	CAT. NO.	LAMPS	WATTS	DESCRIPTION
SA	LYONRAI LIGHTING	RA0150M01100	(1) 150W MH	175	SINGLE HEAD LIGHT ON 12 FT SQUARE STREET POLE TYPE II SPEC. FULL CUTOFF, FINE GRASS SHIELD
SA2	LYONRAI LIGHTING	RA0150M01100	(1) 150W MH	175	SINGLE HEAD LIGHT ON 12 FT SQUARE STREET POLE TYPE II SPEC. FULL CUTOFF, FINE GRASS SHIELD, 2000000000
SB	LYONRAI LIGHTING	RA0150M01100	(1) 150W MH	175	14" WIDE SQUARE BILLBOARD LIGHT WITH 40 DEGREE CUTOFF SHIELD
SC	LYONRAI LIGHTING	RA0150M01100	(1) 150W MH	175	SINGLE HEAD LIGHT ON 12 FT SQUARE STREET POLE TYPE II SPEC. FULL CUTOFF, FINE GRASS SHIELD, 2000000000

**SITE LIGHTING PLAN**  
1-14-17



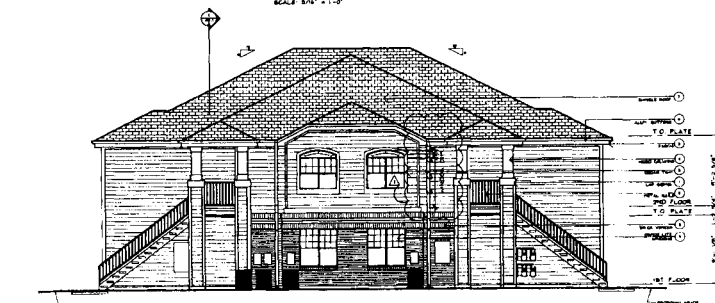
ELECTRICAL ENGINEERING  
**BE ENGINEERING CONSULTANTS, INC.**  
 720 So. Colorado Blvd., Suite 740-F  
 Denver, Colorado 80246  
 (303) 355-3334 Fax (303) 355-3509

**THE PRESERVE AT GREENWAY PARK - PH II**  
 SOUTH MISSOURI STREET AND EAST 21ST STREET  
 CASPER, WYOMING  
 PRESERVE CASPER LLC  
 13284 E. CENTRAL, TOWER ROAD, GREENWOOD, CO 80112

DATE: 01/04/12  
 SHEET: SITE LIGHTING PLAN  
 OF: E-1



**FRONT ELEVATION**  
SCALE: 3/8" = 1'-0"



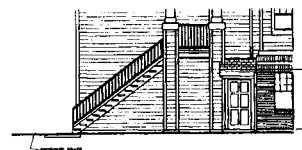
**SIDE ELEVATION**  
SCALE: 3/8" = 1'-0"

**TYPICAL EXTERIOR MATERIALS**

1. ROOF: 2" MINIMUM INSULATION UP TO THE STRUCTURE
2. SIDING: 1/2" OSB SHEATHING OVER 2x6 STUDS AT 16" ON CENTER
3. EXTERIOR WALL: 2" MINIMUM INSULATION OVER 2x6 STUDS AT 16" ON CENTER
4. FLOOR: 2" MINIMUM INSULATION OVER 2x6 JOISTS AT 16" ON CENTER
5. CEILING: 2" MINIMUM INSULATION OVER 2x6 JOISTS AT 16" ON CENTER
6. INTERIOR WALL: 5/8" GYPSUM BOARD OVER 2x4 STUDS AT 16" ON CENTER
7. INTERIOR FLOOR: 1/2" GYPSUM BOARD OVER 2x4 JOISTS AT 16" ON CENTER
8. INTERIOR CEILING: 5/8" GYPSUM BOARD OVER 2x4 JOISTS AT 16" ON CENTER



**PARTIAL ELEVATION AT EQUIPMENT SCREEN**  
SCALE: 3/8" = 1'-0"  
SEE SITE PLAN FOR LOCATIONS



**PARTIAL ELEVATION AT SPRINKLER RISER ROOM**  
SCALE: 3/8" = 1'-0"  
SEE SITE PLAN FOR LOCATIONS

**EXHIBIT**  
*1 D 168*

BUILDING TYPE A



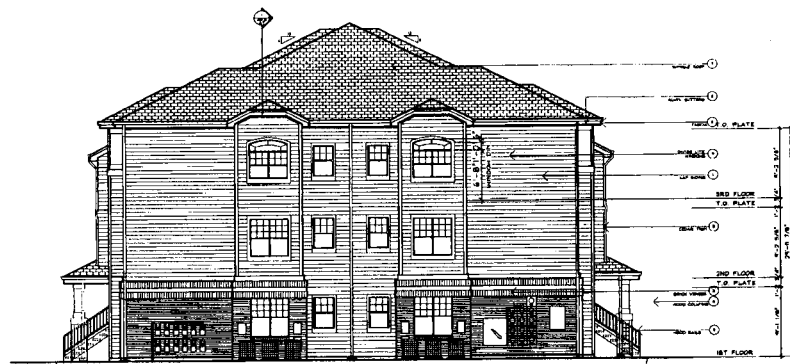
THE PRESERVE AT GREENWAY PARK  
SOUTH MISSOURI STREET AND EAST 21ST STREET  
CLARK COUNTY, MISSOURI  
PRESERVE CLARK LLC  
13304 E. CONTINENTAL, TOWER ROAD, ENGLEWOOD, CO 80112

Project: 09020  
Date: 04/25/09  
Drawn: E.J.B.  
Checked: S.E.B., R.T.E.  
Revised:  
06/19/09





FRONT ELEVATION  
SCALE 3/8" = 1'-0"



SIDE ELEVATION  
SCALE 3/8" = 1'-0"

**DETAILS FROM TABLES**

1. WALL: 1/2" CMU WITH 1/2" GYPSUM BOARD OVER
2. ROOF: 2" POLYSTYRENE INSULATION OVER 1/2" GYPSUM BOARD OVER 1/2" CMU WITH 1/2" GYPSUM BOARD OVER
3. FLOOR: 4" POLYSTYRENE INSULATION OVER 1/2" GYPSUM BOARD OVER 1/2" CMU WITH 1/2" GYPSUM BOARD OVER
4. CEILING: 1/2" GYPSUM BOARD OVER 1/2" CMU WITH 1/2" GYPSUM BOARD OVER
5. WINDOW: 1/2" GYPSUM BOARD OVER 1/2" CMU WITH 1/2" GYPSUM BOARD OVER
6. DOOR: 1/2" GYPSUM BOARD OVER 1/2" CMU WITH 1/2" GYPSUM BOARD OVER



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM  
SCALE 3/8" = 1'-0"

EXHIBIT  
1 D 268

BUILDING TYPE AT



THE PRESERVE AT GREENWAY PARK  
PHASE II  
SOUTH MISSOURI STATE UNIVERSITY  
1338 E. CONTROL TOWER HALL, ENGLEWOOD, CO 80112

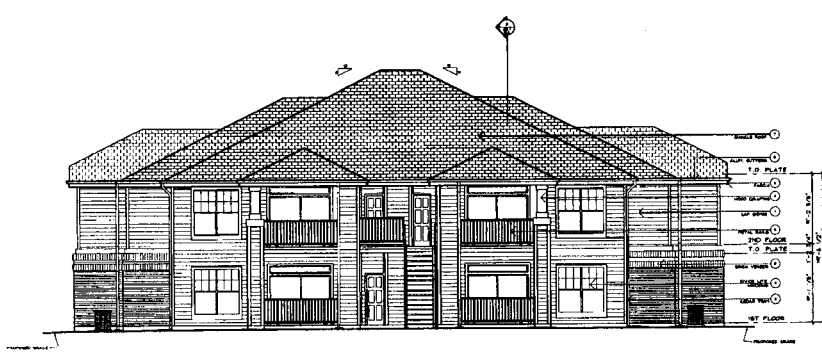


EXTERIOR ELEVATIONS

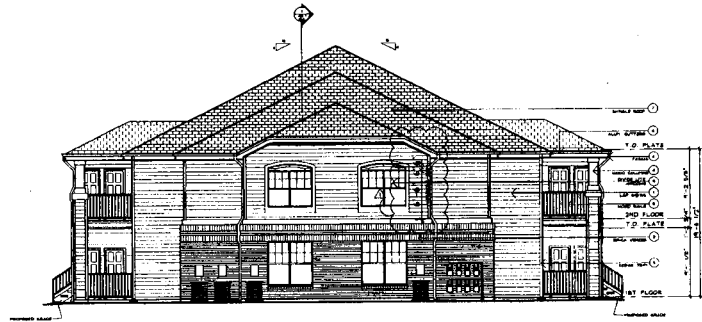
THE PRESERVE AT GREENWAY PARK  
PHASE II  
SOUTH MISSOURI STATE UNIVERSITY  
1338 E. CONTROL TOWER HALL, ENGLEWOOD, CO 80112

Project: 282012  
Date: 01/09/11  
Drawn: J-R  
Checked: J-R, S-TA

A41-AT



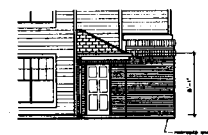
FRONT ELEVATION  
SCALE: 3/8" = 1'-0"



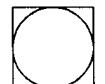
SIDE ELEVATION  
SCALE: 3/8" = 1'-0"

**TYPICAL EXTERIOR MATERIALS**

1. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
2. SIDING: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
3. FINISH FLOOR: 3/4" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
4. FINISH FLOOR: 3/4" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
5. FINISH FLOOR: 3/4" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
6. FINISH FLOOR: 3/4" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
7. FINISH FLOOR: 3/4" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
8. FINISH FLOOR: 3/4" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
9. FINISH FLOOR: 3/4" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
10. FINISH FLOOR: 3/4" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM  
SCALE: 1/4" = 1'-0"  
SEE SITE PLAN FOR LOCATION



SMOOK DESIGN GROUP ARCHITECTURE



EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK  
SOUTH MISSOURI STREET AND EAST 21ST STREET  
CASPER, WYOMING  
PRESERVE CASPER, LLC  
1338 E. CONTROL, TOWER ROAD, ENGLEWOOD, CO 80112

Project: DE03C  
Date: 04/25/08  
Drawn: J.S.B.  
Checked: J.S.B./S.T.E.  
Revised:  
Date: 04/14/08

Sheet No. 200  
A4-1-BA

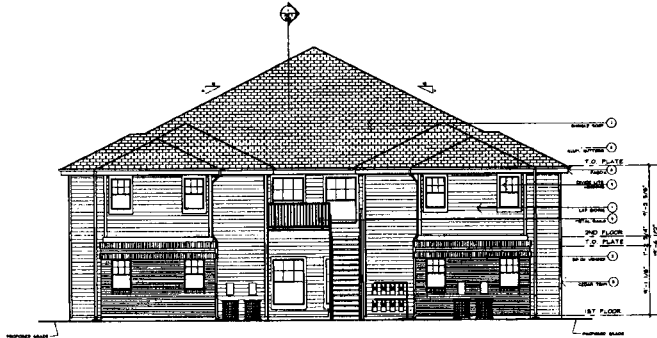
EXHIBIT  
1 D368

BUILDING TYPE BA





FRONT ELEVATION  
SCALE 3/4" = 1'-0"



SIDE ELEVATION  
SCALE 3/4" = 1'-0"

**TYPICAL EXTERIOR MATERIALS**

1. ROOF: Asph/Flt Shingles w/ 1/2" sheathing
2. BRICK: Facing Brick (Standard) (See Schedule)
3. STONE: Natural Stone (See Schedule)
4. SIDING: Hardie Board (See Schedule)
5. FLOORING: Carpet (See Schedule)
6. WALLS: Drywall (See Schedule)
7. CEILING: Drywall (See Schedule)
8. PAINT: Latex (See Schedule)
9. GLAZING: Clear Glass (See Schedule)
10. METALS: Galvalume Steel (See Schedule)
11. FINISHES: See Schedule



PARTIAL ELEVATION AT SPRINKLER RISER ROOM / DOMESTIC WATER SERVICE  
SCALE 3/4" = 1'-0"  
SEE SITE PLAN FOR LOCATION



BUILDING TYPE BB



SMOOK DESIGN GROUP ARCHITECTURE

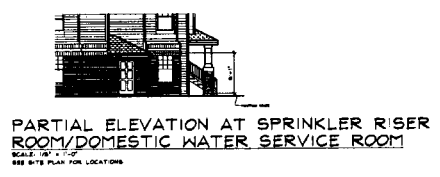
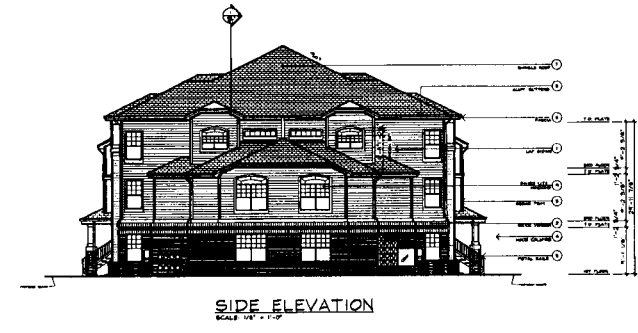


EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK  
SOUTH MISSOURI STREET AND EAST 21ST STREET  
CASPER, WYOMING  
PRESERVE CASPER, LLC  
13344 E. CENTRAL, TOWER ROAD, ENGLEWOOD, CO. 80112

Project: B20710  
Date: 04/23/08  
Drawn: E.B.  
Checked: J.H.K.  
Revised: 06/19/08

441-BB



BUILDING TYPE BT



THE PRESERVE AT GREENWAY PARK  
PHASE II  
SOUTH MISSOURI STREET AND EAST 21ST STREET  
PRESERVE CASPER LLC  
1334 E. CORNELL, TOMBERT ROAD, ENGLEWOOD, CO 80112



EXTERIOR  
ELEVATIONS

THE PRESERVE AT GREENWAY PARK  
PHASE II  
SOUTH MISSOURI STREET AND EAST 21ST STREET  
PRESERVE CASPER LLC  
1334 E. CORNELL, TOMBERT ROAD, ENGLEWOOD, CO 80112

Project: 2020-02  
Date: 01/20/21  
Client: P.C.S.  
Contract: E.S. & T.P.  
Sheet:

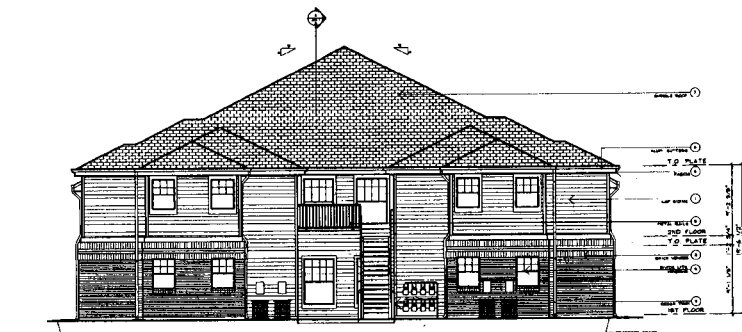
A4.1-BT



FRONT ELEVATION  
SCALE SHP = 1/4"

**TYPICAL INTERIOR FINISHES**

WALLS	1/2" GYP BOARD OVER STUDS
FLOORS	3/4" GYP BOARD OVER CONCRETE
CEILING	5/8" GYP BOARD OVER JOISTS
BASEMENTS	1/2" GYP BOARD OVER CONCRETE
ROOFS	1/2" GYP BOARD OVER TRUSS
DOORS	1 1/2" SOLID CORE
WINDOWS	1 1/2" ALUMINUM CLADDING
STAIRS	1/2" GYP BOARD OVER JOISTS
BATHS	1/2" GYP BOARD OVER CONCRETE
KITCHENS	1/2" GYP BOARD OVER CONCRETE
HALLS	1/2" GYP BOARD OVER CONCRETE
LOBBIES	1/2" GYP BOARD OVER CONCRETE
MECHANICAL	1/2" GYP BOARD OVER CONCRETE
ELECTRICAL	1/2" GYP BOARD OVER CONCRETE
PLUMBING	1/2" GYP BOARD OVER CONCRETE
PAINT	1/2" GYP BOARD OVER CONCRETE
GLASS	1/2" GYP BOARD OVER CONCRETE
ROOFING	1/2" GYP BOARD OVER CONCRETE
MECHANICAL	1/2" GYP BOARD OVER CONCRETE
ELECTRICAL	1/2" GYP BOARD OVER CONCRETE
PLUMBING	1/2" GYP BOARD OVER CONCRETE
PAINT	1/2" GYP BOARD OVER CONCRETE
GLASS	1/2" GYP BOARD OVER CONCRETE
ROOFING	1/2" GYP BOARD OVER CONCRETE




SIDE ELEVATION  
SCALE SHP = 1/4"



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM  
SCALE SHP = 1/4"  
SEE SITE PLAN FOR LOCATION

EXHIBIT  
**D 668**

BUILDING TYPE C



**SMOOK DESIGN GROUP ARCHITECTURE**

13304 E. CONTROL, TOWER ROAD, ENGLEWOOD, CO. 80112

EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK  
SOUTH MISSOURI STREET AND EAST 21ST STREET  
CASPER, WYOMING  
PRESERVE CASPER LLC  
13304 E. CONTROL, TOWER ROAD, ENGLEWOOD, CO. 80112

Project: BEOMIC  
Date: 04/23/09  
Drawn: F-19  
Checked: J.R.S./K.L.E.  
Revised:

Sheet  
103 of 200  
**A4.1-C**

EXHIBIT  
D 768



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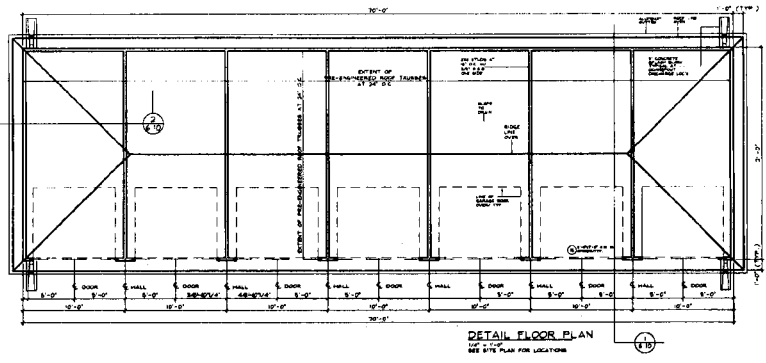
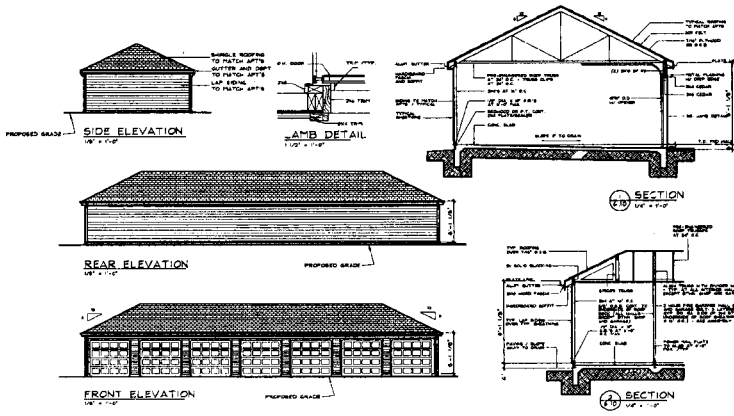


CARPORT  
PLANS,  
ELEVATIONS  
AND  
SECTIONS

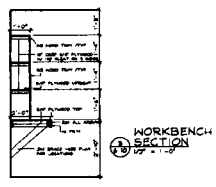
THE PRESERVE AT GREENWAY PARK  
SOUTH MISSOURI STREET AND EAST 24TH STREET  
CASPER, WYOMING  
PRESERVE CASPER LLC  
1334 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80112

Project: 04-090  
Date: 04/24/09  
Drawn: EJB  
Checked: EJB, SJJ  
Noted:

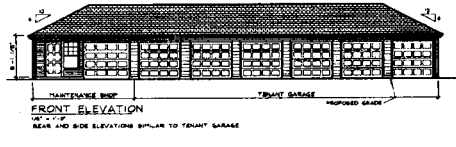
Sheet  
122 OF 220  
A6-10



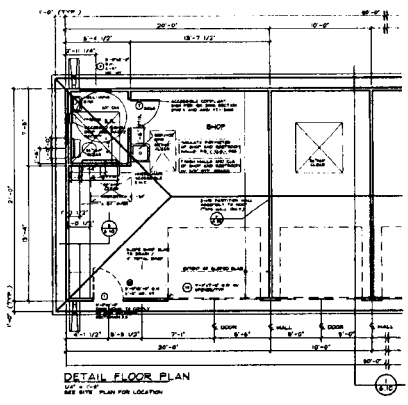
DETACHED 7-CAR TENANT GARAGE



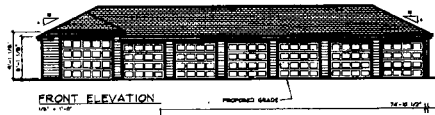
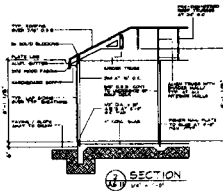
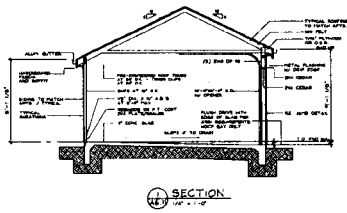
WORKBENCH SECTION



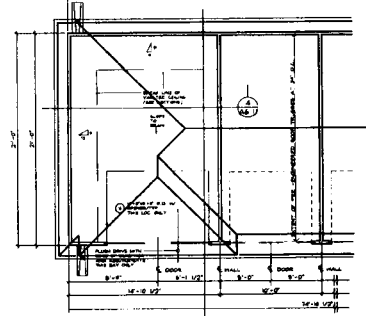
FRONT ELEVATION  
REAR AND SIDE ELEVATIONS SIMILAR TO TENANT GARAGE



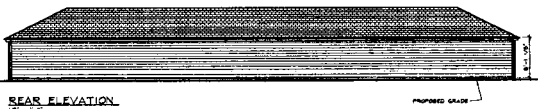
MAINTENANCE SHOP



FRONT ELEVATION



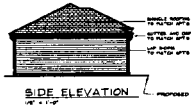
DETAIL FLOOR PLAN  
HANDICAP ACCESSIBLE GARAGE BAY



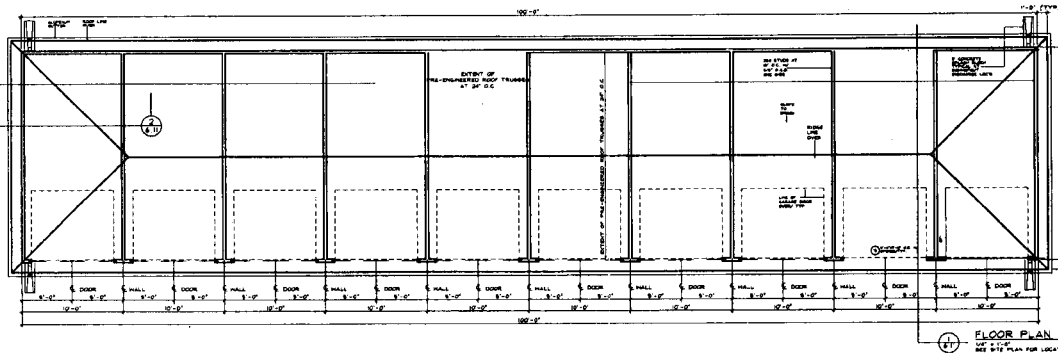
REAR ELEVATION



FRONT ELEVATION



SIDE ELEVATION



DETACHED 10-CAR TENANT GARAGE

FLOOR PLAN



Scale: 1/8" = 1'-0"  
 Date: 04/25/05  
 Drawn: J.S.  
 Checked: J.S.  
 Project: SE203C



CARPOR PLAN, ELEVATIONS AND SECTIONS

THE PRESERVE AT GREENWAY PARK  
 SOUTH MISSOURI STREET AND EAST 21ST STREET  
 CASPER, WYOMING  
 PRESERVE CASPER LLC  
 13344 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80113

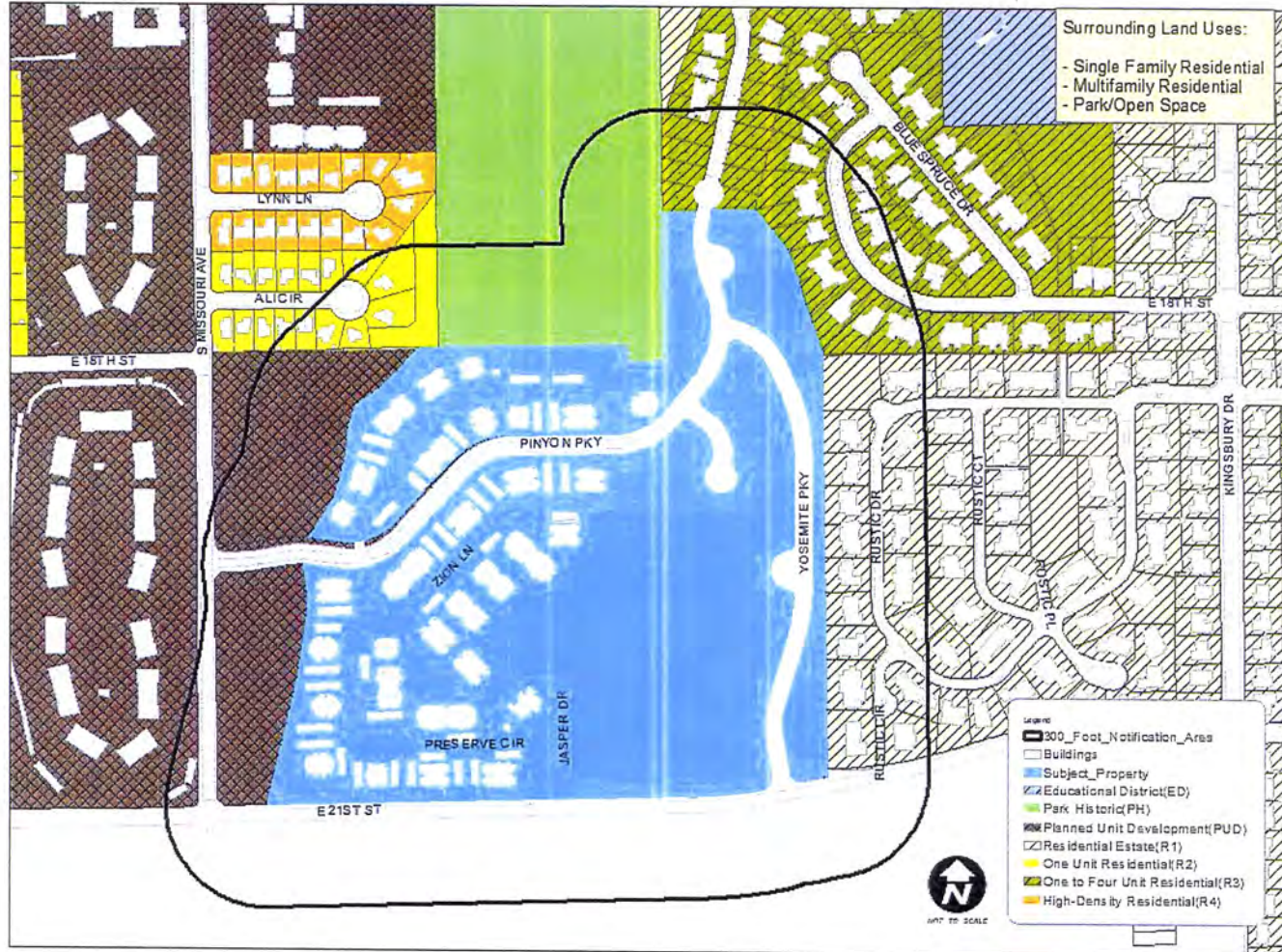
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 Date: 04/25/05  
 Drawn: J.S.  
 Checked: J.S.  
 Revised:



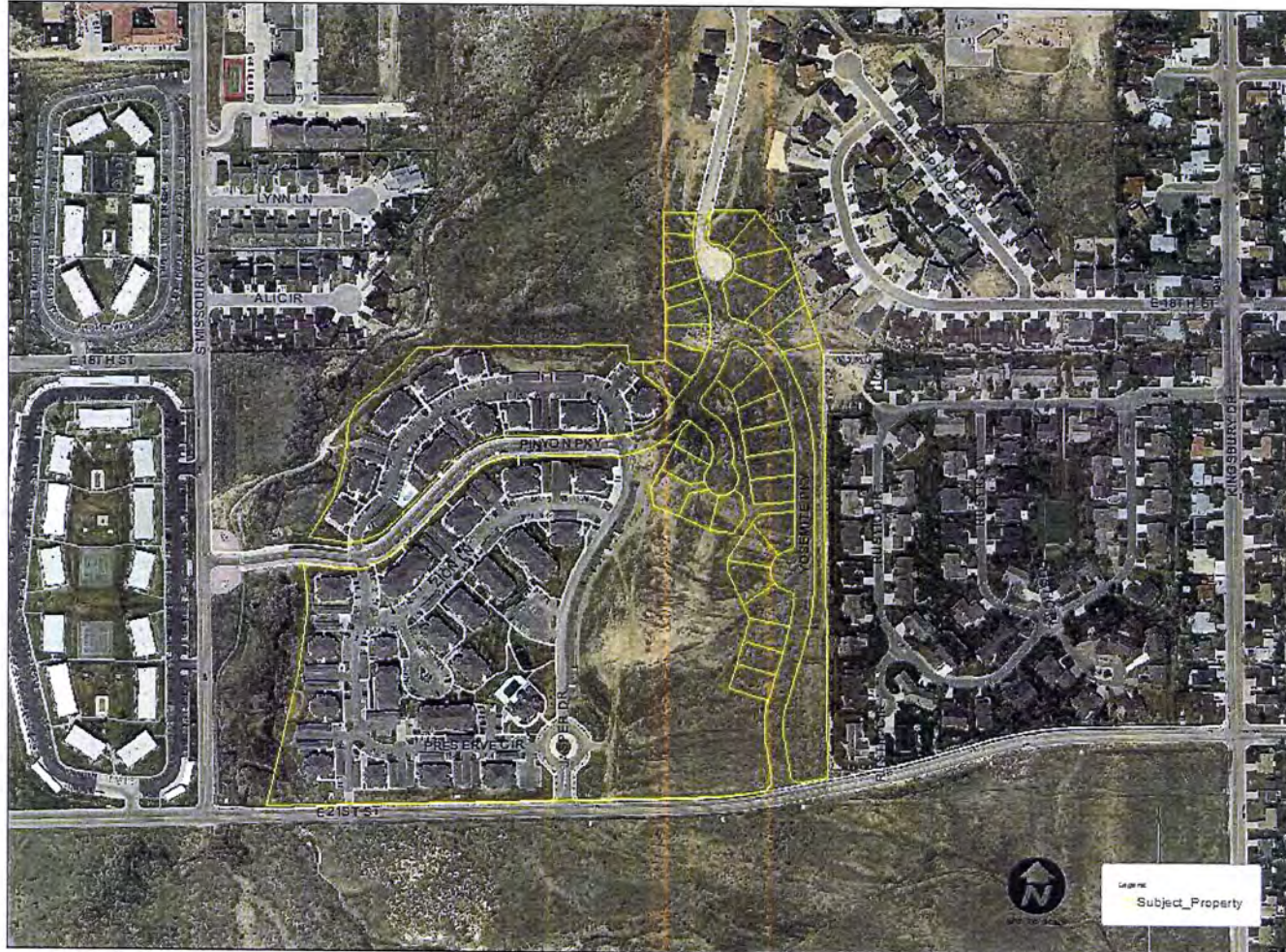
13 of 200  
 A6.11  
 D 268

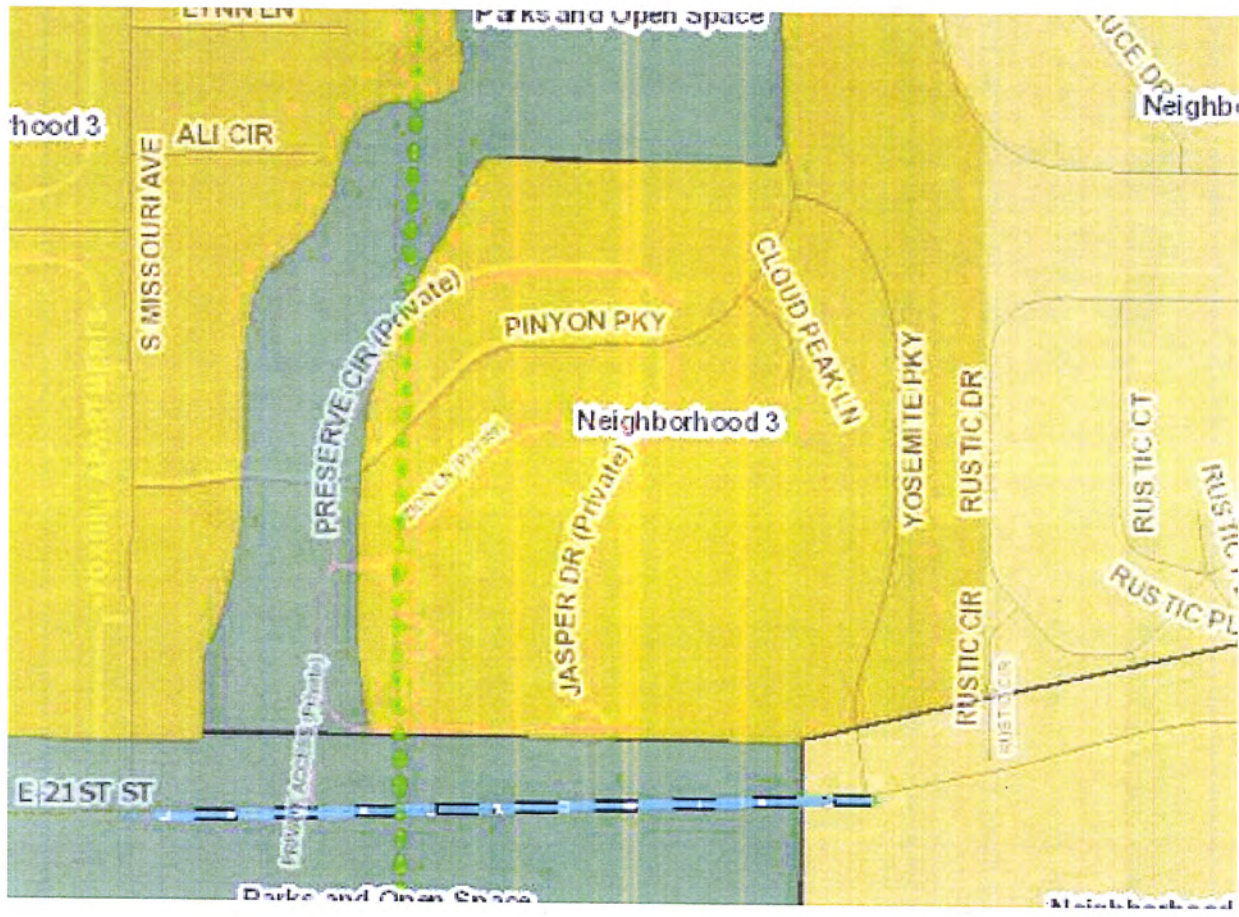
Exhibit "O"  
 (16 Pgs)

Greenway Park III Addition



# Greenway Park III Addition

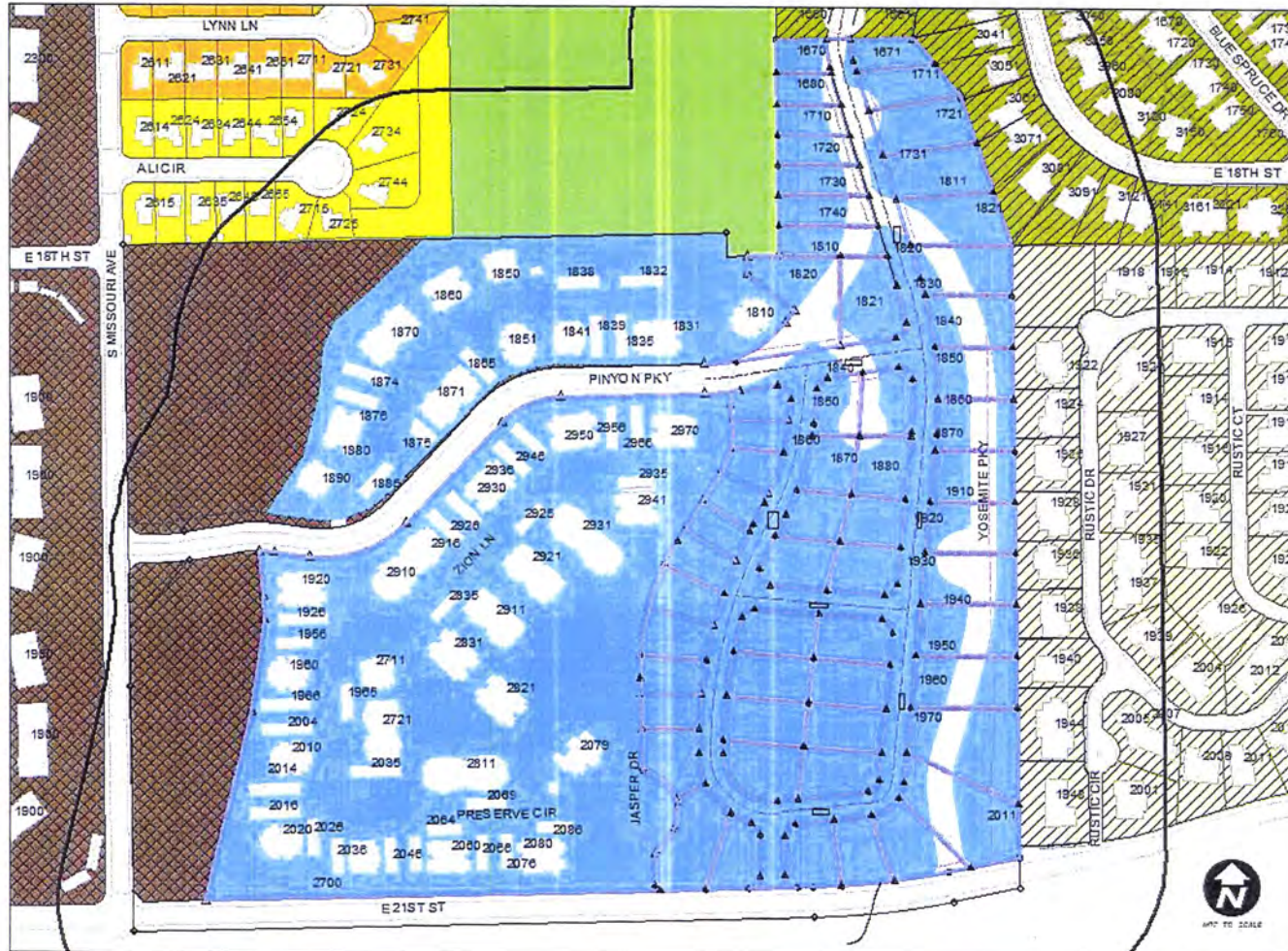


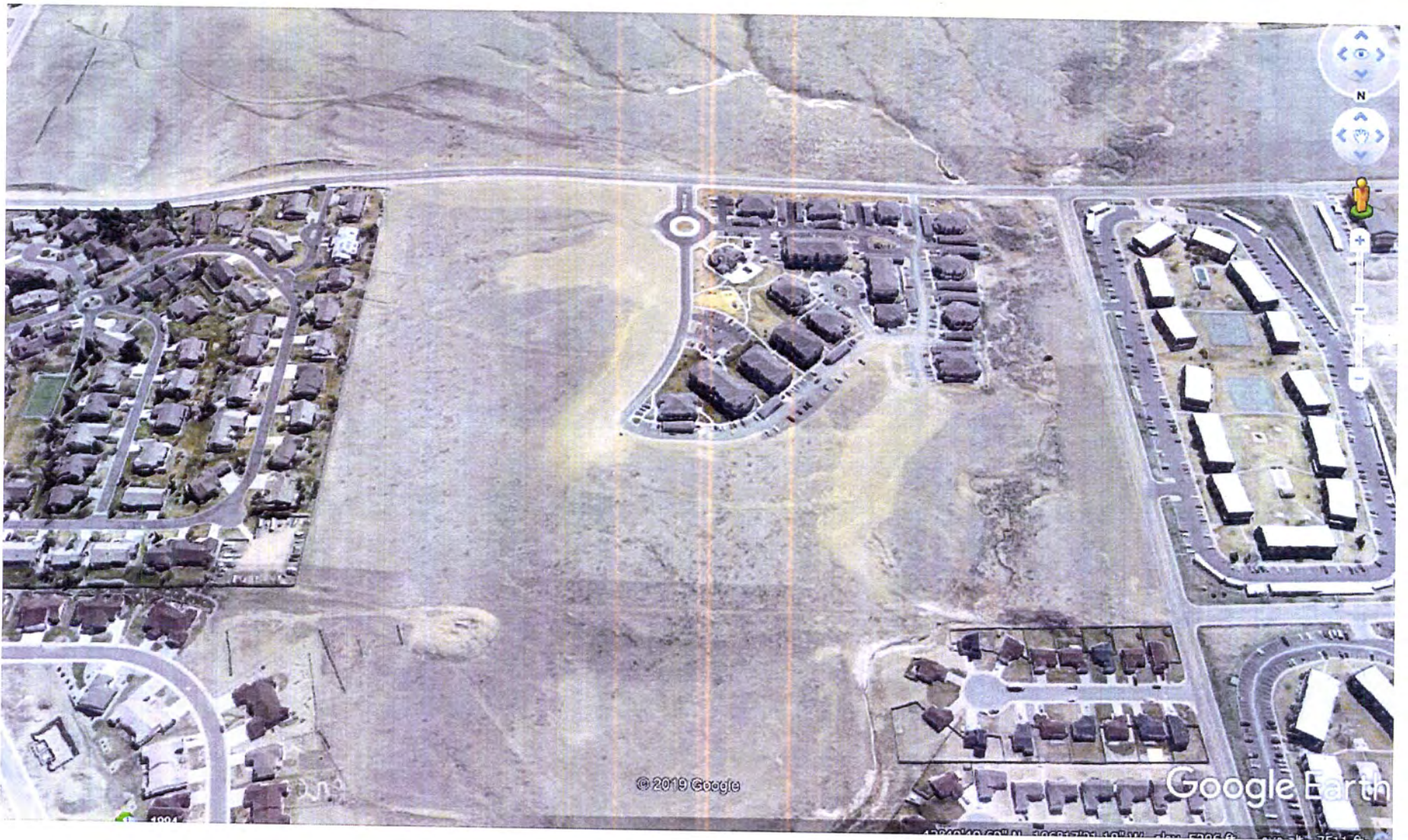


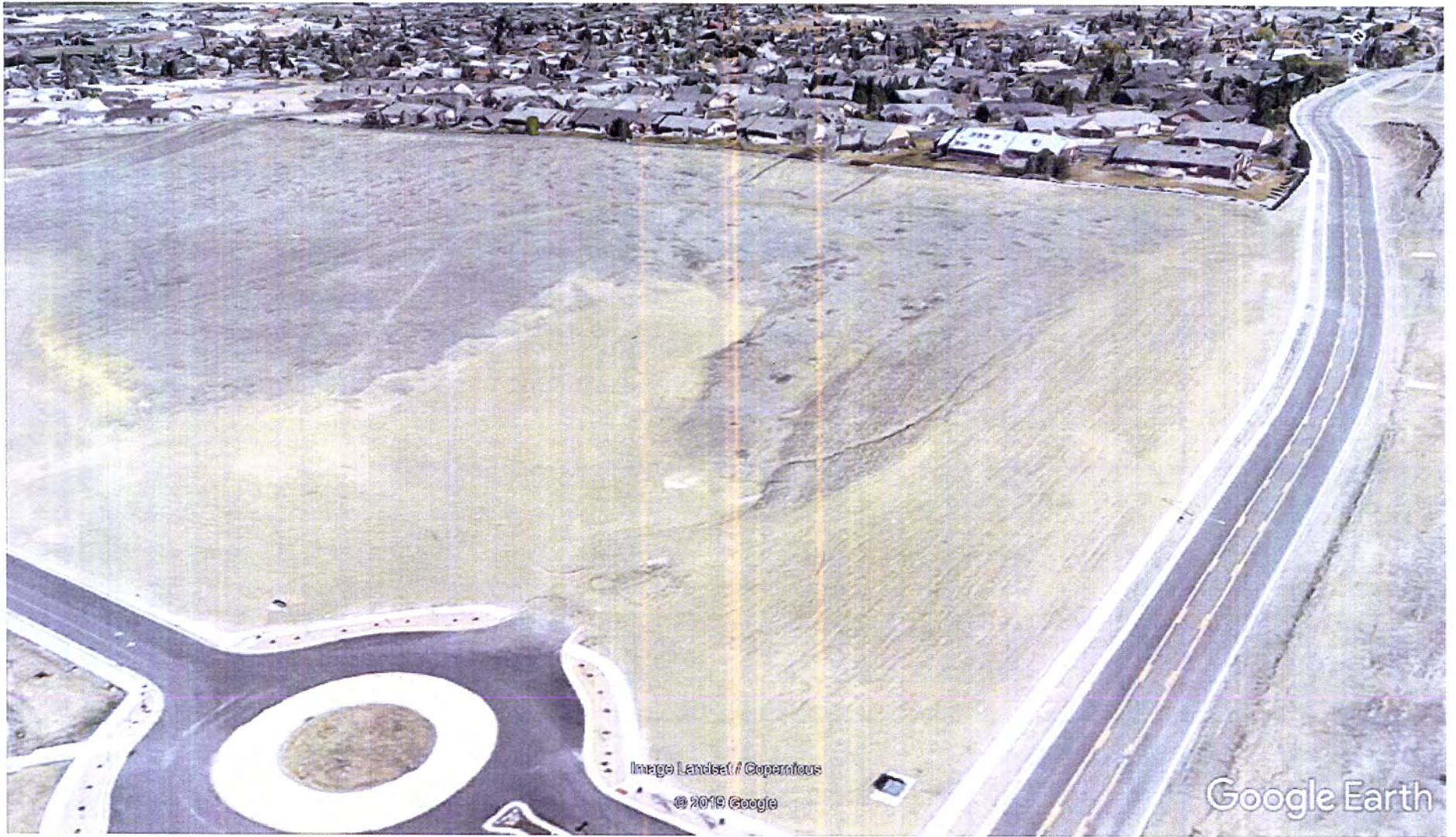




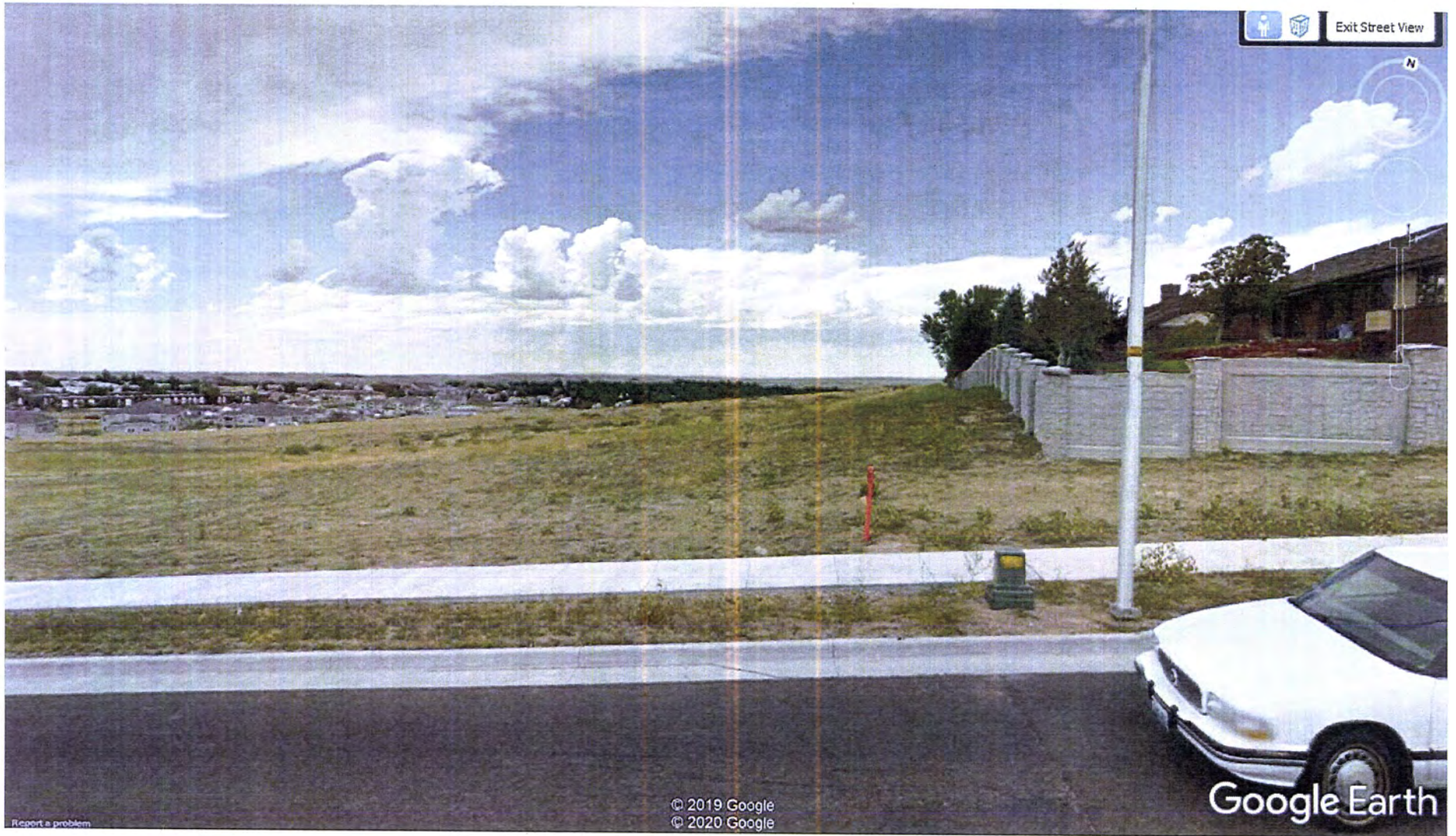
# Greenway Park III Addition Overlay

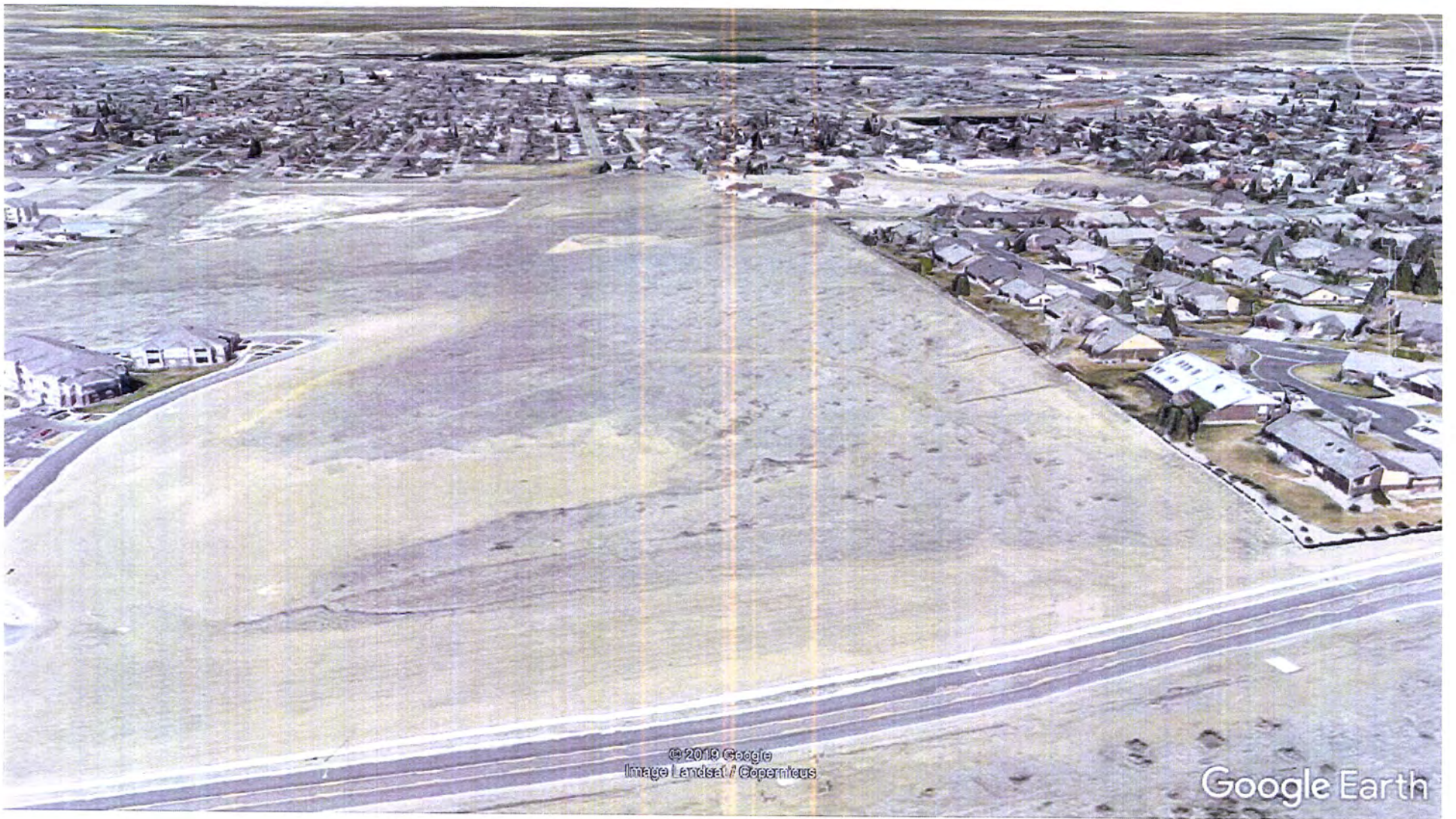










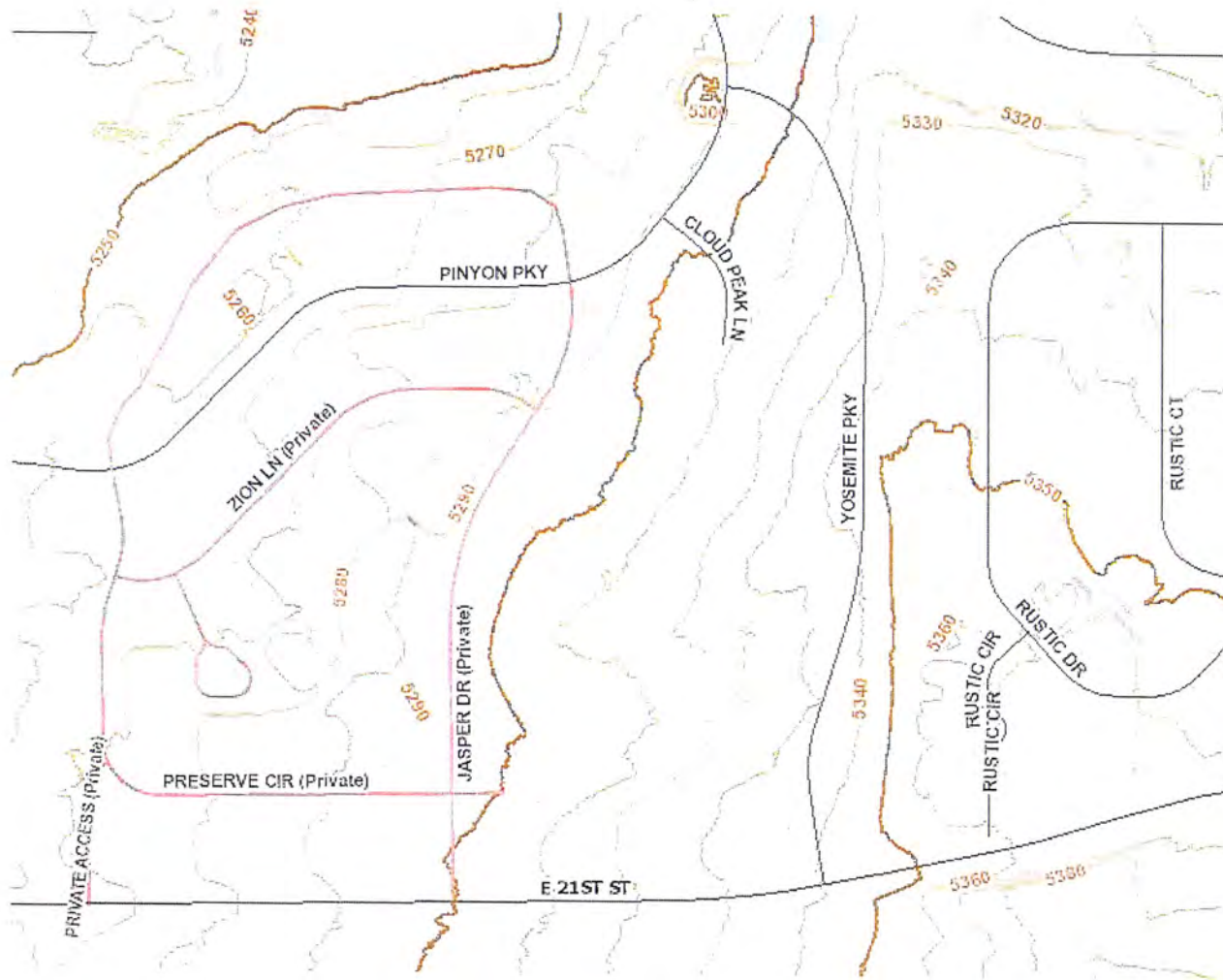


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Image Landsat / Copernicus

Google Earth

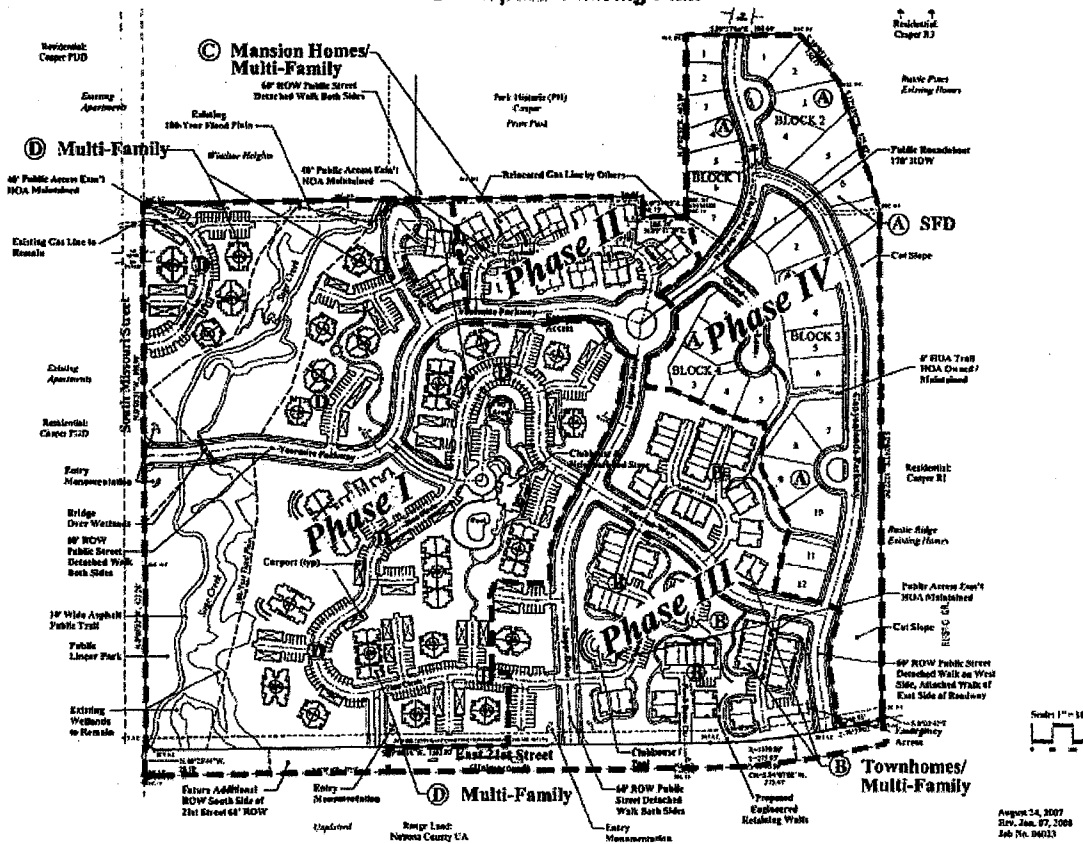




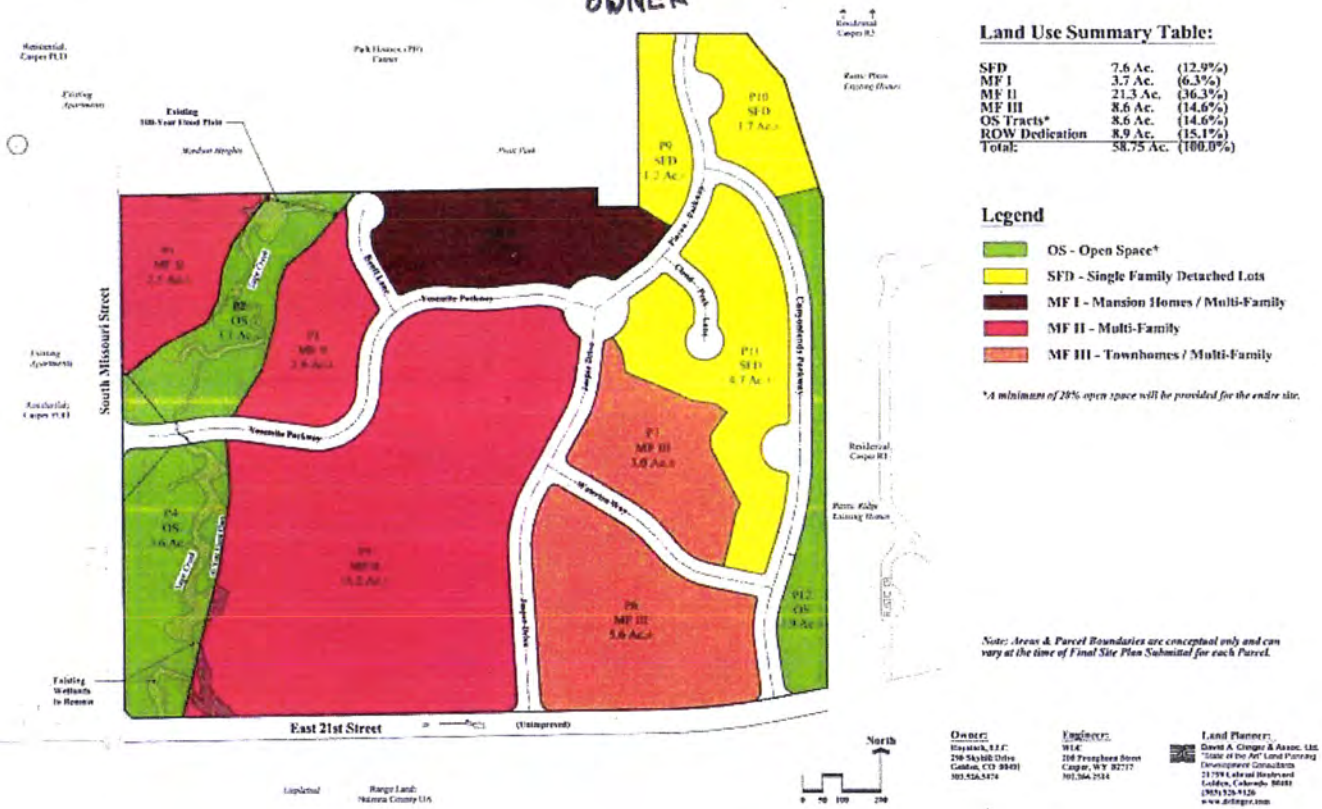


# Greenway Park

## Planned Unit Development Site Plan Conceptual Phasing Plan



# Greenway Park Planned Unit Development Exhibit C OWNER



August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

**Greenway Park**  
**Planned Unit Development Site Plan**  
**Architectural Elevations**



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

Ⓢ MANSION HOMES



FRONT ELEVATION



FRONT ELEVATION



SIDE ELEVATION

Ⓢ TOWNHOMES



SIDE ELEVATION

Ⓢ 8-UNIT MULTI-FAMILY (2A)



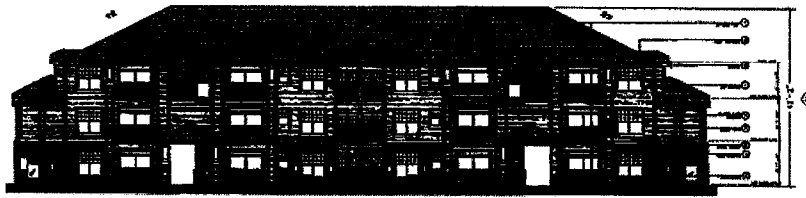
SIDE ELEVATION

Ⓢ 24-UNIT MULTI-FAMILY (11)

Scale: 1"=10'  
 August 24, 2007  
 Rev. Jan. 17, 2008  
 Job No. 09023

Sheet  
 1 of 3  
**Exhibit C**  
**CITY**

**Greenway Park**  
**Planned Unit Development Site Plan**  
**Architectural Elevations**



FRONT ELEVATION



SIDE ELEVATION  
 24-UNIT MULTI-FAMILY (2T)



FRONT ELEVATION



SIDE ELEVATION  
 8-UNIT MULTI-FAMILY (2B)



FRONT ELEVATION



SIDE ELEVATION  
 8-UNIT MULTI-FAMILY (5A)



FRONT ELEVATION



SIDE ELEVATION  
 8-UNIT MULTI-FAMILY (1A)

Scale: 1/8"=1'-0"  
 August 24, 2003  
 Rev. Jan. 07, 2008  
 Job No. 06023

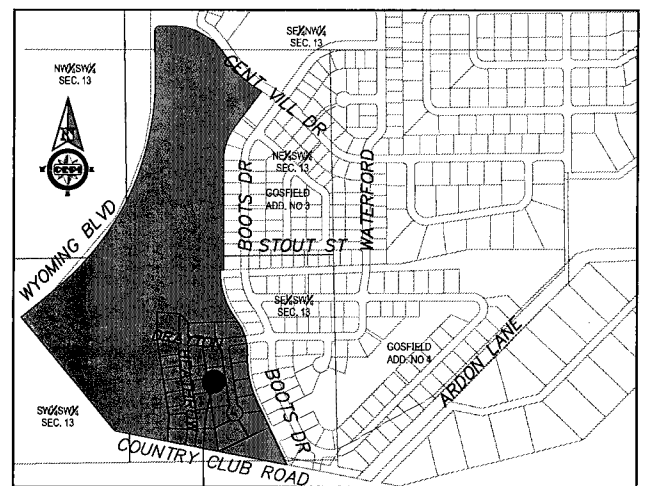
Sheet  
 2 of 3

**Exhibit C**  
 CITY

# Kensington Heights Addition No. 1 - (Current Configuration Shown)



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	36.01'	82°31'38"	N40°20'17"W	32.98
C2	975.00'	153.61'	9°01'37"	N86°06'55"W	153.45
C3	975.00'	137.60'	8°05'09"	S85°19'43"W	137.48
C4	370.00'	103.36'	16°00'23"	S26°00'10"E	103.03
C5	1945.00'	65.23'	1°55'17"	N1°53'11"E	65.22
C6	630.00'	36.39'	3°18'33"	S0°26'20"W	36.38
C7	2005.00'	51.85'	1°28'54"	N2°12'00"W	51.85
C8	2005.00'	76.26'	2°10'45"	N4°01'49"W	76.25
C9	25.00'	39.27'	90°00'00"	N36°17'08"E	35.36
C10	2005.00'	89.02'	2°32'38"	N2°40'43"E	89.01
C11	370.00'	79.50'	12°18'36"	S4°03'41"E	79.34
C12	630.00'	110.24'	10°01'34"	S6°13'44"E	110.10
C13	630.00'	111.11'	10°06'19"	S16°17'40"E	110.97
C14	630.00'	42.02'	3°49'17"	S23°15'29"E	42.01
C15	50.00'	49.55'	56°47'03"	N28°30'43"W	47.55
C16	25.00'	21.03'	48°11'23"	N32°48'33"W	20.41
C18	25.00'	42.98'	98°30'12"	N50°39'30"E	37.88
C19	25.00'	39.54'	90°36'49"	N35°52'09"E	35.54
C20	25.00'	34.31'	78°37'51"	N40°46'28"W	31.68
C21	50.00'	52.36'	60°00'00"	N89°52'48"E	50.00
C22	50.00'	86.91'	99°35'43"	S10°19'20"E	76.38
C23	2005.00'	79.08'	2°15'35"	N6°15'00"W	79.07
C24	370.00'	50.26'	7°46'59"	N14°06'29"W	50.22
C25	25.00'	21.03'	48°11'23"	S15°22'50"W	20.41
C26	50.00'	52.36'	60°00'00"	S29°52'48"W	50.00
C27	418.69'	287.92'	39°24'01"	N59°16'09"W	282.28
C28	2005.00'	72.00'	2°03'28"	N8°24'31"W	72.00
C29	1025.00'	94.64'	5°17'25"	S88°45'13"E	94.61
C30	25.00'	36.08'	82°41'04"	S50°03'24"E	33.03
C31	25.00'	40.02'	91°42'34"	S52°58'09"E	35.88
C32	1945.00'	115.28'	3°23'45"	N3°47'25"W	115.26
C33	25.00'	43.47'	99°37'45"	N47°43'20"E	38.20
C34	1025.00'	65.21'	3°38'42"	S84°17'09"E	65.20
C35	1945.00'	90.06'	2°39'10"	N6°48'53"W	90.05
C36	1945.00'	44.00'	1°17'46"	N8°47'22"W	44.00
C37	530.00'	108.92'	11°46'30"	N3°33'00"W	108.73
C38	25.00'	39.27'	90°00'00"	N33°58'10"W	35.36
C39	530.00'	80.41'	8°41'36"	N6°41'03"E	80.34
C40	470.00'	65.66'	8°00'16"	S7°01'42"W	65.61
C41	25.00'	39.27'	90°00'00"	S56°01'50"W	35.36
C42	470.00'	83.19'	10°08'27"	S2°02'39"E	83.08
C43	370.00'	14.60'	2°15'40"	N35°08'12"W	14.60



KENSINGTON HEIGHTS ADDITION NO. 1  
VICINITY MAP  
1"=600'

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN  
APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_, DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR  
INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
\_\_\_\_\_  
CITY ENGINEER  
INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
\_\_\_\_\_  
CITY SURVEYOR

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA } SS  
I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC

CENTENNIAL REAL ESTATE, LLC  
80 FAIRWAY DRIVE  
CASPER, WYOMING 82604

PEG INGRAM — MANAGING MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PEG INGRAM, MANAGING MEMBER OF  
CENTENNIAL REAL ESTATE, LLC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC

CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA } SS  
THE UNDERSIGNED, CENTENNIAL REAL ESTATE, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND CURRENTLY KNOWN AS THE CAMBRIDGE ADDITION, RECORDED MAY 15, 2015 AS INSTRUMENT NO. 991900, SITUATE IN THE SW¼ AND THE SE¼NW¼ OF SECTION 13, AND THE NE¼NW¼ OF SECTION 24, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 13, MONUMENTED BY A BRASS CAP;  
THENCE S58°16'48"W, A DISTANCE OF 512.86 FEET TO THE NORTHEAST CORNER OF THE PARCEL BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, BEING THE POINT OF BEGINNING AND THE MOST NORTHERLY CORNER OF GOSFIELD ADDITION NO. 3, MONUMENTED BY A FOUND BRASS CAP;  
THENCE S36°47'43"W, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF GOSFIELD ADDITION NO. 3, A DISTANCE OF 281.58 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;  
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, THROUGH A CENTRAL ANGLE OF 37°01'48", AN ARC DISTANCE OF 232.67 FEET, SAID CURVE HAVING A CHORD BEARING OF S18°16'50"W AND A CHORD DISTANCE OF 228.64 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;  
THENCE S00°14'04"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 707.15 FEET TO AN ANGLE POINT, SAID POINT BEING LOCATED ON THE NORTH LINE OF GOSFIELD ADDITION NO. 4, AND ON THE NORTH LINE OF A FIFTY (50') WIDE PACIFIC POWER & LIGHT EASEMENT, AS DESCRIBED IN THE DOCUMENT RECORDED AS INSTRUMENT NO. 529834, MONUMENTED BY A BRASS CAP;  
THENCE S87°41'47"W, ALONG THE NORTH LINE OF GOSFIELD ADDITION NO. 4 AND THE NORTH LINE OF SAID PACIFIC POWER & LIGHT EASEMENT, A DISTANCE OF 19.95 FEET TO THE NORTHWEST CORNER OF GOSFIELD VILLAGE ADDITION NO. 4, MONUMENTED BY A BRASS CAP;  
THENCE ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF GOSFIELD ADDITION NO. 4, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 36°53'50", AN ARC DISTANCE OF 341.31 FEET, SAID CURVE HAVING A CHORD BEARING OF S17°49'07"E AND A CHORD DISTANCE OF 335.44 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP;  
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 38°21'39", AN ARC DISTANCE OF 247.72 FEET, SAID CURVE HAVING A CHORD BEARING OF S17°05'12"E AND A CHORD DISTANCE OF 243.12 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP;  
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, THROUGH A CENTRAL ANGLE OF 27°15'44", AN ARC DISTANCE OF 299.76 FEET, SAID CURVE HAVING A CHORD BEARING OF S11°32'15"E AND A CHORD DISTANCE OF 296.94 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;  
THENCE S25°10'07"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 454.85 FEET TO THE SOUTHEAST CORNER OF THE PARCEL AND THE SOUTHWEST CORNER OF GOSFIELD ADDITION NO. 4, SAID POINT BEING LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD AND MONUMENTED BY A BRASS CAP;  
THENCE N78°58'10"W, ALONG THE SOUTH LINE OF THE PARCEL AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1127.16 FEET TO AN ANGLE POINT IN SAID COMMON LINE, MONUMENTED BY A BRASS CAP SET AT THE LOCATION OF A FOUND ALUMINUM CAP;  
THENCE N39°34'08"W, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 951.63 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP, SAID POINT BEING LOCATED ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WYOMING BOULEVARD;  
THENCE N50°24'17"E, ALONG THE NORTHWEST LINE OF THE PARCEL AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 301.16 FEET TO A POINT OF CURVATURE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;  
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1737.02 FEET, THROUGH A CENTRAL ANGLE OF 31°47'25", AN ARC DISTANCE OF 963.78 FEET, SAID CURVE HAVING A CHORD BEARING OF N34°29'30"E AND A CHORD DISTANCE OF 951.46 FEET TO A POINT ON THE CURVE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;  
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1737.02 FEET, THROUGH A CENTRAL ANGLE OF 19°38'35", AN ARC DISTANCE OF 595.51 FEET, SAID CURVE HAVING A CHORD BEARING OF N08°45'46"E AND A CHORD DISTANCE OF 592.60 FEET TO THE END OF CURVE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;  
THENCE N01°02'58"W, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 283.75 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;  
THENCE ALONG THE WEST LINE OF THE PARCEL AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 91°05'59", AN ARC DISTANCE OF 47.70 FEET, SAID CURVE HAVING A CHORD BEARING OF N44°39'20"E AND A CHORD DISTANCE OF 42.83 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;  
THENCE N89°58'25"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH RIGHT-OF-WAY LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 93.14 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;  
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET, THROUGH A CENTRAL ANGLE OF 36°19'16", AN ARC DISTANCE OF 228.21 FEET, SAID CURVE HAVING A CHORD BEARING OF S71°48'33"E AND A CHORD DISTANCE OF 224.41 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;  
THENCE S59°49'43"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 54.68 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;  
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 10°18'50", AN ARC DISTANCE OF 66.60 FEET, SAID CURVE HAVING A CHORD BEARING OF S39°58'31"E AND A CHORD DISTANCE OF 66.51 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;  
THENCE S34°52'35"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 139.09 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;  
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 481.03 FEET, THROUGH A CENTRAL ANGLE OF 24°47'58", AN ARC DISTANCE OF 208.20 FEET, SAID CURVE HAVING A CHORD BEARING OF S47°16'34"E AND A CHORD DISTANCE OF 205.58 FEET TO THE END OF CURVE MONUMENTED BY A BRASS CAP;  
THENCE S59°01'18"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 34.24 FEET TO THE POINT OF BEGINNING.  
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 51.795 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.  
THE PARCEL OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "KENSINGTON HEIGHTS ADDITION NO.1" AND THE OWNERS 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 AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" & "PUBLIC PEDESTRIAN & UTILITY EASEMENT", AS SHOWN ON THIS PLAT. TRACT D, DESIGNATED AS "PUBLIC PEDESTRIAN & UTILITY EASEMENT" IS DEDICATED TO THE USE OF THE PUBLIC FOR PEDESTRIAN ACCESS ONLY. A FIVE FOOT WIDE DRAINAGE EASEMENT IS LOCATED ALONG THE BACK AND SIDE LINE OF EACH LOT FOR GENERAL LOT SURFACE DRAINAGE. TRACT C IS DEDICATED TO THE CITY OF CASPER AS PUBLIC RIGHT-OF-WAY FOR COUNTRY CLUB ROAD. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

VACATION AND REPLAT  
OF THE  
CAMBRIDGE ADDITION  
AS THE

**KENSINGTON HEIGHTS ADDITION NO. 1**  
TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE SW¼ AND THE SE¼NW¼ SECTION 13,  
AND THE NE¼NW¼ SECTION 24, T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
SHEET 1 OF 2

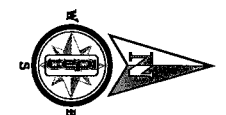
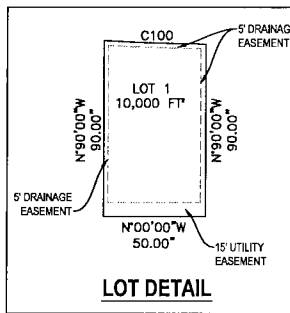
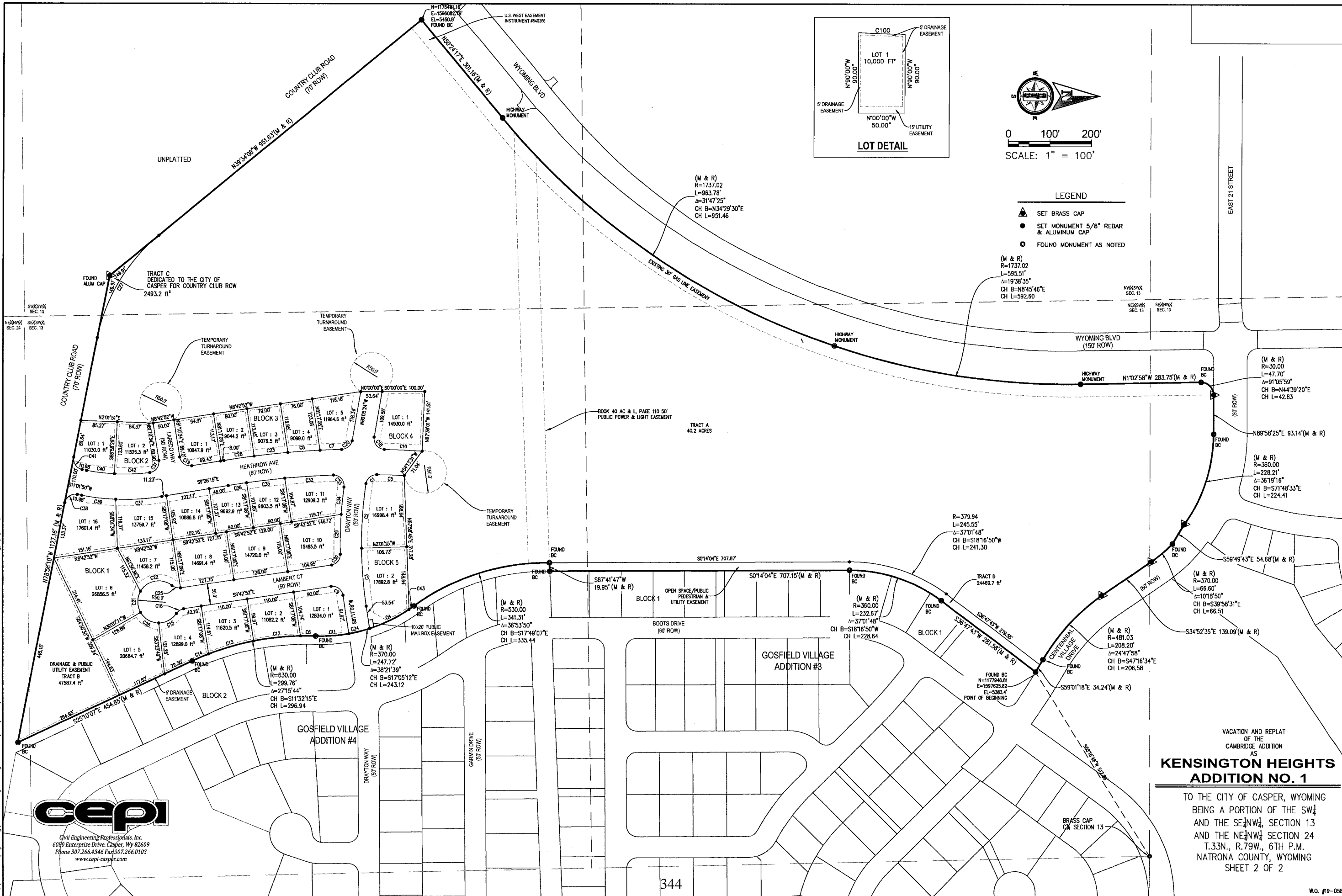
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M:\Land 2019\Engineering\19-058 - Kensington Heights Addition\Survey Plans\19-058 - Kensington Heights Addition NO. 1 - 1-6-20.dwg, 1/3/2020, Brian



Civil Engineering Professionals, Inc.  
6090 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com



0 100' 200'  
SCALE: 1" = 100'

LEGEND

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

(M & R)  
R=1737.02  
L=595.51'  
A=19°38'35"  
CH B=N8°45'46"E  
CH L=592.60

(M & R)  
R=30.00  
L=47.70'  
A=91°05'59"  
CH B=N44°39'20"E  
CH L=42.83

(M & R)  
R=360.00  
L=228.21'  
A=36°19'16"  
CH B=S71°48'33"E  
CH L=224.41

R=379.94  
L=245.55'  
A=37°01'48"  
CH B=S18°16'50"W  
CH L=241.30

(M & R)  
R=370.00  
L=66.60'  
A=10°18'50"  
CH B=S39°58'31"E  
CH L=66.51

(M & R)  
R=481.03  
L=208.20'  
A=24°47'58"  
CH B=S47°16'34"E  
CH L=206.58

VACATION AND REPLAT  
OF THE  
CAMBRIDGE ADDITION  
AS  
**KENSINGTON HEIGHTS  
ADDITION NO. 1**

TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE SW 1/4  
AND THE SE 1/4 NW 1/4, SECTION 13  
AND THE NE 1/4 NW 1/4 SECTION 24  
T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
SHEET 2 OF 2



**CAMBRIDGE ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 7<sup>th</sup> day of April, 2015 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. 402, LLC, 141 South Center Street, #200, Casper, Wyoming 82601 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has petitioned for approval of a final plat and accompanying site plan of the Cambridge Addition, a sub-area of the Centennial Hills PUD (Planned Unit Development), comprising 51.80-acres, more or less.
- C. A plat of the Cambridge Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.
- D. A PUD (Planned Unit Development) site plan of the Cambridge Addition has been prepared by the Owner, and approved by the City of Casper, and is attached hereto as Exhibit "A."

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

**SECTION 1 – INCORPORATION OF RECITALS**

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



## SECTION 2 - OBLIGATIONS OF OWNER

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

### 2.1 Surveying:

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

### 2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8)-inch water

and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

Within thirty days of substantial completion of construction and prior to the issuance of the certificate of occupancy, Owner shall submit "as-built" record documents to the City, as required by the Code, initiating the warranty period.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. The Owner shall pay the City appropriate recapture fees for the construction of the East 21<sup>st</sup> Street extension, per the Recapture Agreement dated October 30, 2002, as amended. Per said agreement, the Owner is obligated to pay a total of Two Thousand Five Hundred Sixty One Dollars and Fifty-Seven Cents (\$2,561.57) with the approval of the Cambridge Addition as the total remaining balance for said 21<sup>st</sup> Street recapture. Said monies shall be paid to the City prior to recording of the Cambridge Addition plat.
- b. The Owner shall plant trees in all landscaped “parkways” located between the sidewalks and the streets, at a maximum spacing interval of forty (40) foot on center.
- c. Redundant vehicular access (multiple points of access) to the Cambridge Addition shall be provided from Country Club Road and Centennial Village Drive prior to the issuance of any building permits in the Cambridge Addition.
- d. Owner shall pay the City its remaining obligation for the cost of constructing Country Club Road prior to the issuance of a Permit to Construct Public Improvements. The remaining cost to be paid to the City is Two Hundred Sixty Three Thousand Twenty-Five Dollars (\$263,025). Owner has already paid Two Hundred Seventy Six Thousand Seven Hundred Seventy-Five Dollars (\$276,775) with the approval of the Gosfield Village Addition No. 4. The revised Country Club Road reconstruction cost allocation breakdown, attached hereto as Exhibit “B” indicates that Owner’s total financial obligation for the reconstruction of Country Club Road is (\$539,800). Upon payment of (\$263,025), the Owner’s total obligation for the costs associated with the reconstruction of Country Club Road will have been satisfied.

- e. The Centennial Hills Village PUD (Planned Unit Development) Homeowner's Association shall be solely responsible for establishing areas where on-street parking is permitted and/or prohibited, pursuant to the standards set forth in Section IV, Subsections (C) and (D) of the approved Planned Unit Development Guidelines, as amended. Given the narrow street concept implemented by the Centennial Hills Village PUD (Planned Unit Development), primary enforcement of on-street parking within the Centennial Hills Village PUD (Planned Unit Development) shall be the responsibility of the Homeowner's Association and/or Owner.
- f. In that public water service is not yet available to the Cambridge Addition, Owner shall not sell, or offer for sale, any of the lots in said Cambridge Addition until such time as public water service (also referred to commonly as Zone III Water Service) becomes available to the area.
- g. Prior to the development of the area, the Owner shall submit an engineered Water and Sewer capacity study/analysis to the City Engineer for review and approval.

**SECTION 3 - OBLIGATIONS OF CITY**

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

**SECTION 4 - REMEDIES**

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

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

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable



attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

402, LLC  
141 South Center Street  
#200  
Casper, Wyoming 82601

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

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

construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:

Walter Tronzo

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation



V.H. McDonald  
V.H. McDonald  
Clerk

Charlie Powell  
Charlie Powell  
Mayor

WITNESS:

OWNER  
402, LLC

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

By: Peg Ingvarson

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

Printed Name: PEG INGVARSON

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

Title: MANAGING MEMBER

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 7<sup>th</sup> day of April,  
2015 by Charlie Powell, as the Mayor of the City of Casper.



Heidi Rood  
(Signature of notarial officer)

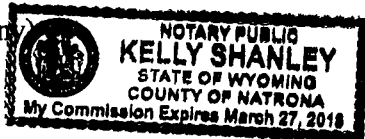
Notary-Records Technician  
Title (and Rank)

[My Commission Expires: 12-18-18 ]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 30<sup>th</sup> day of JANUARY,  
2015 by Peg Ingram as the MANAGING member of 402,  
LLC.

(Seal, if any)



Kelly Shanley  
(Signature of notarial officer)

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

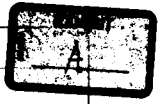
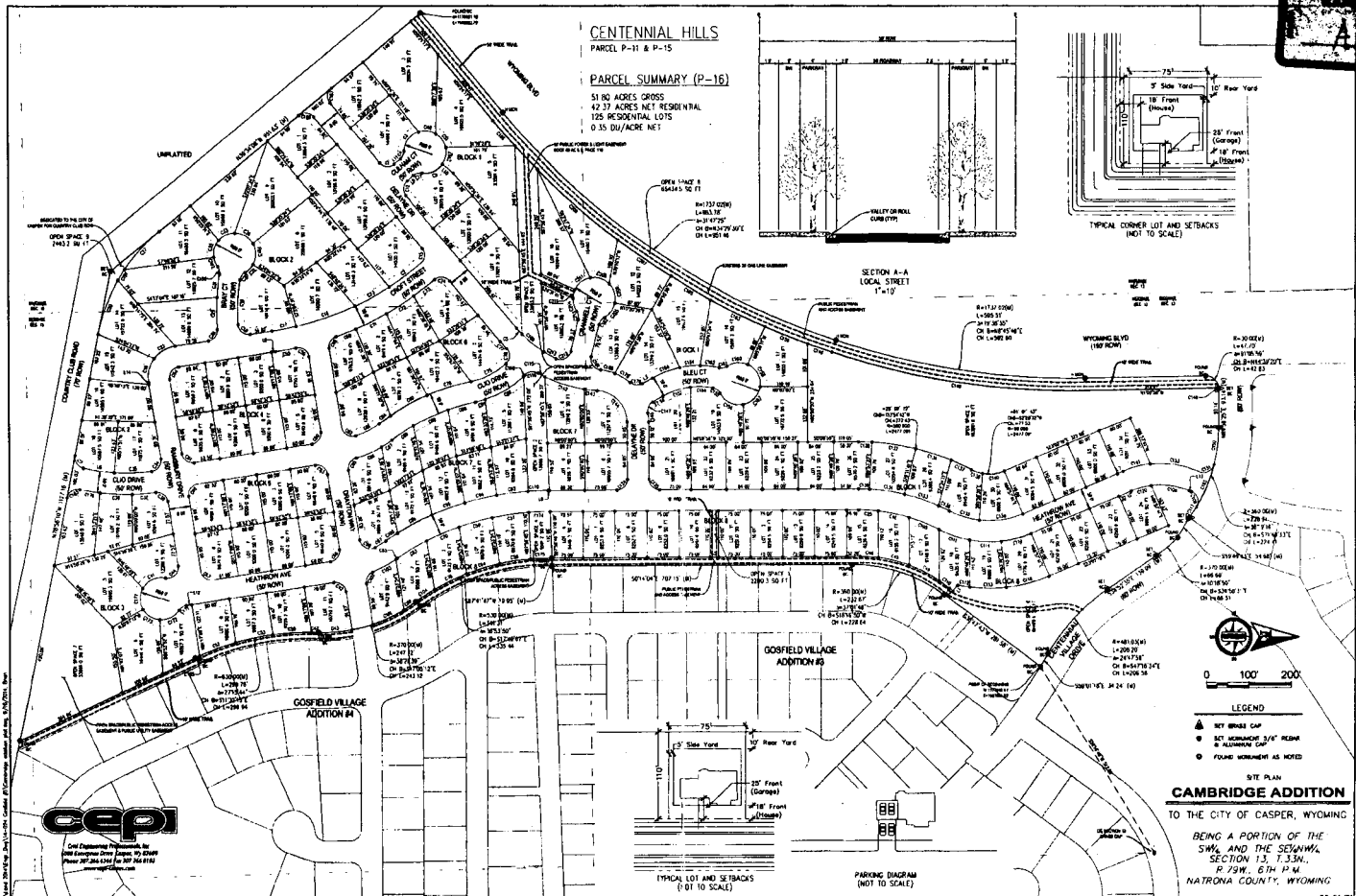
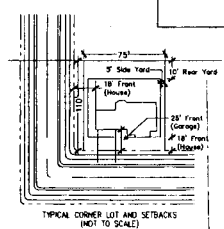
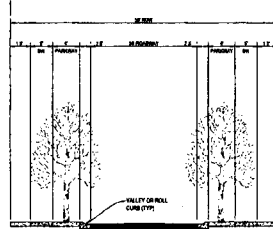
[My Commission Expires: 3/27/18 ]

**CENTENNIAL HILLS**

PARCEL P-11 & P-15

**PARCEL SUMMARY (P-16)**

51.90 ACRES GROSS  
42.37 ACRES NET RESIDENTIAL  
125 RESIDENTIAL LOTS  
0.35 DU/ACRE NET

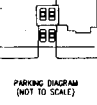
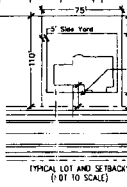


- LEGEND**
- ▲ SET WEDGE CAP
  - SET WEDGES 3/4" HEAD
  - ALLIUMS CAP
  - FOUND WORKMAN AS NOTED

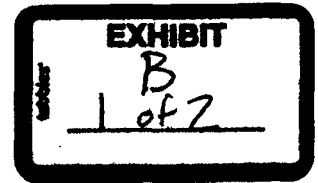
**SITE PLAN  
CAMBRIDGE ADDITION**

TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE  
S.W. 1/4 AND THE S.E. 1/4  
SECTION 13, T.33N.,  
R. 79W., 6TH P.M.,  
NATRONA COUNTY, WYOMING



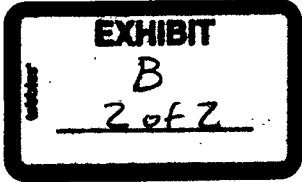
**City of Casper**  
**Country Club Road Reconstruction -**  
**Wyoming Boulevard to Ardon Lane, Project 14-23**



**Knife River**

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LS	LS	\$21,886.00	\$21,886.00
2	MISCELLANEOUS FORCE ACCOUNT	FA	\$5,000.00	\$1.00	\$5,000.00
3	TEMPORARY TRAFFIC CONTROL	LS	1	\$50,285.00	\$50,285.00
4	STREET LIGHTING	LS	1	\$34,100.00	\$34,100.00
5	CREATE AND MAINTAIN SWPPP	LS	1	\$6,200.00	\$6,200.00
6	EXISTING SURFACING REMOVAL	SY	6740	\$1.90	\$12,806.00
7	UNCLASSIFIED EXCAVATION	CY	5900	\$13.10	\$77,290.00
8	6" PLANT MIX ASPHALT W/ 6" GRADING "W"	SY	75	\$88.00	\$6,600.00
9	4" PLANT MIX ASPHALT PAVEMENT	SY	11670	\$18.30	\$213,561.00
10	10" GRADING "W" CRUSHED BASE	SY	11670	\$12.20	\$142,374.00
11	CURB AND GUTTER	LF	5840	\$16.20	\$94,608.00
12	5' SIDEWALK	SY	1620	\$36.00	\$58,320.00
13	10' SIDEWALK	SY	3240	\$26.20	\$84,888.00
14	ADA RAMPS	EA	14	\$150.00	\$2,100.00
15	VALLEY GUTTER	SY	500	\$73.40	\$36,700.00
16	STREET SIGNS	EA	22	\$405.00	\$8,910.00
17	INLAY STRIPING	LS	1	\$34,245.00	\$34,245.00
18	FENCING	LF	2800	\$6.70	\$18,760.00
19	RESET GATE	EA	2	\$500.00	\$1,000.00
20	HYDRO SEEDING	SY	8000	\$0.15	\$1,200.00
21	RESET CATTLE GUARD	EA	1	\$2,230.00	\$2,230.00
22	48" RCP STORM	LF	160	\$170.00	\$27,200.00
23	24" RCP CULVERTS	LF	180	\$63.60	\$11,448.00
24	CATCH BASIN	EA	4	\$2,890.00	\$11,560.00
25	STORM MANHOLE	EA	4	\$6,080.00	\$24,320.00
26	48" FLARED END SECTION	EA	2	\$1,250.00	\$2,500.00
27	24" FLARED END SECTION	EA	5	\$506.00	\$2,530.00
28	24" RCP STORM MAIN	LF	120	\$104.00	\$12,480.00
29	18" RCP STORM MAIN	LF	1008	\$86.00	\$86,688.00
30	16" PVC WATER TRANSMISSION MAIN	LF	2650	\$54.00	\$143,100.00
31	8" PVC WATER TRANSMISSION MAIN	LF	90	\$52.00	\$4,680.00
32	16" X 16" X 16" TEE	EA	2	\$2,190.00	\$4,380.00
33	16" X 16" X 8" TEE	EA	1	\$1,730.00	\$1,730.00
34	16" BUTTERFLY VALVE	EA	8	\$3,640.00	\$29,120.00
35	8" GATE VALVE	EA	3	\$1,620.00	\$4,860.00
36	16" CROSS	EA	1	\$3,020.00	\$3,020.00
37	FIRE HYDRANT ASSEMBLY	EA	7	\$7,360.00	\$51,520.00
38	CAP, BLOCK, RESTRAIN DEAD END LINE	EA	6	\$820.00	\$4,920.00
39	CONNECT TO EXISTING MAIN	EA	1	\$1,520.00	\$1,520.00
40	16" FITTINGS	EA	6	\$1,630.00	\$9,780.00

TOTAL	\$1,350,419.00
CONTINGENCY	\$69,581.00
ENGINEERING	\$139,600.30
FUTURE TRAFFIC SIGNAL (1/2 COST)	\$125,000.00
<b>GRAND TOTAL</b>	<b>\$1,684,600.30</b>



**COST ALLOCATION BASED ON PROPERTY FRONTAGE  
WITH COUNTY AND CPU CONTRIBUTION**

**Wyoming Boulevard to Ardon Lane**

<b>Property Owner</b>	<b>Frontage (ft.)</b>	<b>Cost</b>
C E Sweeney, LLC	1,350	\$ 269,900
C W Corner, LLC	1,120	\$ 223,917
402, LLC	2,700	\$ 539,800
Casper Country Club	230	\$ 45,983
Natrona County	---	\$ 300,000
CPU		\$ 305,000
	<b>TOTAL</b>	<b>\$ 1,684,600</b>

ORDINANCE NO. 6-20

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED KENSINGTON HEIGHTS ADDITION NO. 1 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to replat the Cambridge Addition to create the Kensington Heights Addition No. 1; and,

WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to R-2 (One Unit Residential); and,

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

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

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

WHEREAS, the governing body of the City of Casper finds that the above-described zone change, replat and subdivision agreement should be approved.

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

SECTION 1:

That the above-described zone change is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.



SECTION 3:


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

PASSED on 1st reading the 3<sup>rd</sup> day of March, 2020.

PASSED on 2nd reading the 17<sup>th</sup> day of March, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

**KENSINGTON HEIGHTS ADDITION NO. 1  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this 3rd day of April, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Kensington Heights Development, LLC, 421 S Center Ste 101, Casper, WY 82601 (“Owner”).

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner to vacate and replat Cambridge Addition, as Kensington Heights Addition No. 1, comprising 52.795 acres, more or less, and request for rezoning from PUD (Planned Unit Development) to R-2 (One Unit Residential), generally located east of the intersection of SE Wyoming Boulevard and Country Club Road.
- C. A plat of Kensington Heights Addition No. 1 (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

Template 9/26/17

## 2.1 Surveying:

- a. All subdivision corners shall be marked with three and one-quarter ( $3\frac{1}{4}$ ) brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths ( $\frac{5}{8}$ ) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half ( $2\frac{1}{2}$ ) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

## 2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

## 2.3 Certification of Construction: Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements,

including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

#### 2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

#### 2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

#### 2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.
- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

## 2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

## 2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved

in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.

- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed

by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

**2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:**

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

**2.14 Other Costs in Separate Agreements:**

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

**2.15 Stormwater, Flooding and Letters of Map Revisions:**

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

**2.16 Recapture Provisions – Cambridge Addition:**

Before the issuance of a permit to construct public improvements, the Owner, as the successor in interest to 402, LLC, shall either: (1) pay the recapture amounts in the manner set forth in Section 2.16 of the Cambridge Addition Subdivision



Agreement, dated April 7, 2015, and recorded as Instrument #991901 in the Natrona County Clerk's Office, or (2) execute a Loan Agreement, Mortgage, and Promissory Note, (or other form(s) of security acceptable to the City), all in forms acceptable to the City, to guarantee the payment of the recapture obligations set forth therein.

### SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

### SECTION 4 - REMEDIES

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

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

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

### SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject

matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

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

as if the invalid provision or portion of the provision were not part of this Agreement.

- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Kensington Heights  
Development, LLC  
421 S Center Ste 101  
Casper, WY 82601

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

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

Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS:

OWNER  
Kensington Heights Development, LLC

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

By:  dotloop verified  
04/03/20 1:44 PM MDT  
B3QX-Y0DV-39BX-LYMA

Lisa A. Burrige  
Managing Member

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

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

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Lisa A. Burrige, Managing Member of Kensington Heights Development, LLC.

(Seal, if any)

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

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

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



April 1, 2020

MEMO TO: J. Carter Napier, City Manager JUN  
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk  
SUBJECT: Delegation of Authority for COVID-19 response.

Meeting Type & Date

Regular Council Meeting  
April 7, 2020

Action type

Resolution

Recommendation

That council, by resolution, authorize this Delegation of Authority for COVID-19 response.

Summary

On March 13, 2020, the President of the United States declared a national emergency concerning the novel coronavirus disease (COVID-19). Likewise, on March 13, 2020 Mark Gordon, Governor of the State of Wyoming, declared a State of Emergency and Public Health Emergency for the State of Wyoming. The Declaration of a State of Emergency directs the Director of the Wyoming Department of Health to take all appropriate and necessary actions and in the Director's judgment any actions necessary to provide aid to those locations where there is a threat or danger to public health, safety and welfare. Then on March 20, 2020 the Casper-Natrona County Health Department declared of State of Emergency in Natrona County, Wyoming.

As of April 1, 2020, Natrona County had confirmed (14) confirmed cases of the Coronavirus (COVID-19) with the possibility of community spread. In order to deal with this pandemic, the Emergency Operation Center (EOC) has been set up.

This resolution would also authorize contributions in support of the efforts of the EOC which may include the use of existing vehicles, personnel, and equipment, as well as funds for the purchase of necessary supplies and/or minor equipment.

Financial Considerations

The funding provided shall be made available through reallocated general fund dollars in increments of \$50,000. Each \$50,000 increment shall be subject to Council approval. The City of Casper will be appropriately tracked and submitted for reimbursement in accordance with applicable state and federal cost recovery programs.

Oversight/Project Responsibility

J. Carter Napier

Attachments

Resolution



RESOLUTION NO. 20-60

A RESOLUTION AUTHORIZING A DELEGATION OF  
AUTHORITY FOR COVID-19 RESPONSE

WHEREAS, the World Health Organization declared the Coronavirus as a worldwide pandemic as of March 11, 2020; and

WHEREAS, the President of the United States declared a national emergency concerning the novel coronavirus disease (COVID-19) on March 13, 2020, specifically stating that in “December 2019 a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease (COVID-19) that has now spread globally. . . . The spread of COVID-19 within our Nation’s communities threatens to strain our Nation’s healthcare systems. . . . Additional measures . . . are needed to successfully contain and combat the virus in the United States.” The National Emergency Declaration declared that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, Mark Gordon, Governor of the State of Wyoming, declared a State of Emergency and Public Health Emergency for the State of Wyoming on March 13, 2020, stating that on March 11, 2020 an individual within the State of Wyoming tested presumptive positive for COVID-19 and the State of Wyoming is experiencing a public health emergency in response to the evolving outbreak of the novel coronavirus as of March 11, 2020. The Declaration of a State of Emergency directs the Director of the Wyoming Department of Health to take all appropriate and necessary actions and in the Director’s judgment any actions necessary to provide aid to those locations where there is a threat or danger to public health, safety and welfare; and

WHEREAS, the Casper-Natrona County Health Department declared of State of Emergency in Natrona County, Wyoming as of March 20, 2020; and

WHEREAS, Natrona County has confirmed (20) confirmed cases of the Coronavirus (COVID-19) as of April 2, 2020 with the possibility of community spread; and

WHEREAS, the Natrona County Board of County Commissioners have authority and jurisdiction over the unincorporated areas of Natrona County, Wyoming; and

WHEREAS, the Casper City Council has authority and jurisdiction over the municipal boundaries of Casper, Wyoming.

WHEREAS, Natrona County and the City of Casper have formed the Emergency Operation Center (EOC) which encompasses all of Natrona County, Wyoming, including the City of Casper, a Wyoming Municipality for the purpose of preventing and responding to the demands of the COVID-19 pandemic; and

WHEREAS, the Casper City Council desires to grant the power to oversee the complete management of the COVID-19 Response Incident to the EOC whose members are:

City of Casper  
Casper-Natrona County Health Department  
Natrona County  
Town of Evansville  
Casper College  
Wyoming Rescue Mission  
Casper Natrona County International Airport  
Town of Mills  
Natrona County School District  
Casper Mountain Fire Department  
Wyoming Medical Center  
Wyoming Department of Transportation  
Natrona County Fire

NOW THEREFORE, be it resolved by the governing body of the City of Casper, the Casper City Council, that the EOC will oversee the united management of the COVID-19 Response Incident.

IT IS FURTHER RESOLVED, that the City of Casper, acting through its City Manager, or his designee, shall authorize contributions in support of the efforts of the EOC which may include the use of existing vehicles, personnel, and equipment. In addition, the City Manager, or his designee, shall be authorized to allocate funds for the purchase of necessary supplies and/or minor equipment as deemed necessary by EOC leadership for the operation of the EOC in fulfillment of its' mission. Such funding shall be made available through reallocated general fund dollars in increments of \$50,000. Each \$50,000 increment shall be subject to Council approval. It is the intent of the City of Casper that City resources expended in support of EOC activities shall be appropriately tracked and submitted for reimbursement in accordance with applicable state and federal cost recovery programs.

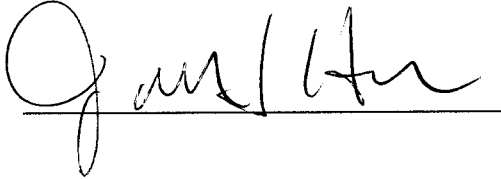
IT IS FURTHER RESOLVED, that the City of Casper ratifies the expenditure of the City's first \$50,000 increment for EOC assistance and authorizes the City Manager to use his thoughtful discretion in the expenditure of the 2nd \$50,000 increment.

IT IS FURTHER RESOLVED, that the City of Casper, acting through its City Manager, or his designee, shall authorize contribution in support of the efforts of staffing

designated quarantine locations. The City Manager, or his designee, shall be authorized to allocate funds of \$25,000 to the Casper-Natrona County Health Department. This funding shall also be appropriately tracked and submitted for reimbursement in accordance with applicable state and federal cost recovery programs.

PASSED, APPROVED, AND ADOPTED on this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:



ATTEST:

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Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Steven K. Freel  
Mayor

March 18, 2020

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

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

SUBJECT: Authorizing an Agreement with Central Wyoming Regional Water System Joint Powers Board (JPB) for the 2020 Roof Replacement Project for the City of Casper (City) and the Central Wyoming Regional Water System (CWRWS) in an amount not to exceed \$54,824.23.

Meeting Type & Date

Regular Council Meeting  
April 7, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement in the amount of \$54,824.23 with the JPB for the 2020 Roof Replacement Project for the City and the CWRWS.

Summary

The 2020 Roof Replacements Project includes the removal and replacement of the existing roofing systems at the CWRWS Water Treatment Plant Raw Water Building, the Sam H. Hobbs Wastewater Treatment Plant (WWTP) Digester Control Building, and four (4) water booster stations. The existing roofing systems on these 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 twenty (20) year warranty after installation. Work is scheduled to be completed by August 28, 2020. The estimate prepared by the City Engineering Division was \$123,200.00.

On Tuesday, January 21, 2020, two (2) bids were received for the 2020 Roof Replacements, Project No. 19-032. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Dave Loden Construction, Inc.</b>	<b>Buffalo, WY</b>	<b>\$ 99,885</b>
Limmer Roofing, Inc.	Mills, WY	\$115,000

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bids were received from 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).

An agreement has been consummated with Dave Loden Construction, Inc. in the amount of \$99,985 with a \$10,000 contingency fund for a total project cost of \$109,885 to perform the 2020 Roof Replacement Project for the City and the CWRWS. The agreement specifies that at the end of the contract, the CWRWS will reimburse to the City their portion of the 2020 Roof Replacement Project for the Water Treatment Plant up to a maximum amount of \$54,824.23.

The JPB, at its regular March 17, 2020 meeting, approved this agreement.

Financial Considerations

At the conclusion of the contract with Dave Loden Construction, Inc., the CWRWS will pay an amount up to \$54,824.23, its portion of the contract, to the City.

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 2020 ROOF  
REPLACEMENT PROJECT**

THIS AGREEMENT is made, and entered into this 7<sup>th</sup> day of April, 2020, by and between 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, the Wastewater Treatment Plant, and the Airport, Pioneer, Pratt, and Sun II water booster stations; 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 2020 Roof Replacement Project.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, it is hereby agreed among the parties that:

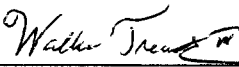
1. The City shall be responsible for administering the 2020 Roof Replacement Project on behalf of the JPB and the City. The Contractor's professional service agreement will be with the City.
2. The JPB shall participate in any upfront meetings, the pre-construction meeting, and the final walkthrough of the completed project.
3. The JPB shall provide access to the Water Treatment Plant and the Airport and Pioneer water booster station roofs that are in need of replacement.
4. The anticipated cost for the entire 2020 Roof Replacement Project, including contingency funds in the amount of Ten Thousand Dollars (\$10,000), is One Hundred Nine Thousand Eight Hundred Eighty-Five Dollars (\$109,885). The JPB's share of the cost is anticipated to be Fifty-Four Thousand Eight Hundred Twenty-Four Dollars and Twenty-Three Cents (\$54,824.23) 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 Fifty-Four Thousand Eight Hundred Twenty-Four Dollars and Twenty-Three Cents (\$54,824.23) unless modified by an amendment to this Agreement. The City shall prepare and submit to the JPB an itemized bill covering only

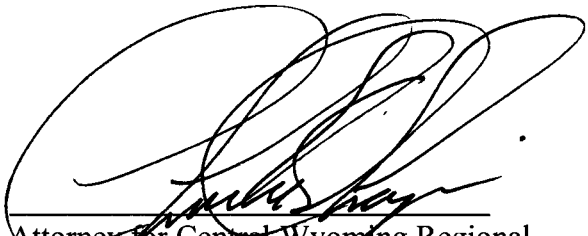
costs associated with the portion of the 2020 Roof Replacement Project for the Water Treatment Plant. The JPB shall pay the itemized bill within 45 days of receipt.

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

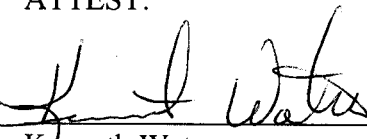
ATTEST:

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

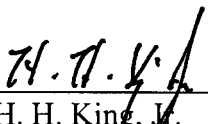
CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Steven K. Freel  
Mayor

ATTEST:

  
\_\_\_\_\_  
Kenneth Waters  
Secretary

CENTRAL WYOMING REGIONAL  
WATER SYSTEM JOINT POWERS  
BOARD:

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

## Exhibit "A"

2020 Roof Replacements  
Project No. 19-032  
Bid Tabulation - 1/21/2020

Item No.	BASE BID ITEMS	QUANTITY	UNIT COST	Engineer's Estimate		Dave Loden Construction		Limmer Roofing	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	CWRWS Raw Water Building Membrane Roofing System	1	LS	\$ 22,000.00	\$ 22,000.00	\$21,880.00	\$21,880.00	\$20,000.00	\$20,000.00
2	WWTP DCB Membrane Roofing System	1	LS	\$ 36,300.00	\$ 36,300.00	\$33,190.00	\$33,190.00	\$45,000.00	\$45,000.00
3	Airport Booster Station Membrane Roofing System	1	LS	\$ 16,500.00	\$ 16,500.00	\$13,070.00	\$13,070.00	\$10,000.00	\$10,000.00
4	Pioneer Booster Station Membrane Roofing System	1	LS	\$ 22,000.00	\$ 22,000.00	\$14,885.00	\$14,885.00	\$20,000.00	\$20,000.00
5	Pratt Booster Station Membrane Roofing System	1	LS	\$ 13,200.00	\$ 13,200.00	\$8,930.00	\$8,930.00	\$10,000.00	\$10,000.00
6	Sun II Booster Station Membrane Roofing System	1	LS	\$ 13,200.00	\$ 13,200.00	\$7,930.00	\$7,930.00	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>\$ 123,200.00</b>		<b>\$99,885.00</b>		<b>\$115,000.00</b>

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

	Roof	Contingency	Total	<u>CWRWS Totals</u>
CWRWS Raw Water Building	\$21,880.00	\$2,190.52	\$24,070.52	\$24,070.52
WWTP DCB	\$33,190.00	\$3,322.82	\$36,512.82	0.00
Airport Booster Station	\$13,070.00	\$1,308.50	\$14,378.50	\$14,378.50
Pioneer Booster Station	\$14,885.00	\$1,490.21	\$16,375.21	\$16,375.21
Pratt Booster Station	\$8,930.00	\$894.03	\$9,824.03	0.00
Sun II Booster Station	\$7,930.00	\$793.91	\$8,723.91	0.00
Total	\$99,885.00	\$10,000.00	\$109,885.00	\$54,824.23



RESOLUTION NO.20-61

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR THE 2020 ROOF REPLACEMENT PROJECT FOR THE CITY OF CASPER AND THE REGIONAL WATER SYSTEM.

WHEREAS, both the City of Casper (City) and the Central Wyoming Regional Water System Joint Powers Board (JPB) desire to have existing roofing systems removed and replaced at the Water Treatment Plant, the Wastewater Treatment Plant, and the Airport, Pioneer, Pratt, and Sun II water booster stations; 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,

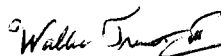
WHEREAS, the Contractor's agreement will be with the City; and,

WHEREAS, the City and JPB desire to enter into an agreement for completion of the 2020 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 2020 Roof Replacement Project.

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

March 6, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Granting an Energy Efficient Commercial Building Deduction, as part of the Baler Building/MRF Expansion project to Hein|Bond Architects and Casper Electric, Inc., Project No. 13-50.

Meeting Type & Date  
Regular Council Meeting  
April 7, 2020

Action type  
Resolution

Recommendation  
That Council, by resolution, grant an Energy Efficient Commercial Building Deduction, as part of the Baler Building/MRF Expansion project to Hein|Bond Architects and Casper Electric, Inc., Project No. 13-50.

Summary  
The design of the Baler Building/MRF Expansion project incorporated many energy efficient features that would allow for the building owner to claim tax deductions through current tax codes. The tax code allows energy efficient commercial building deductions earned by a government entity to be allocated to the designer or designers of the energy efficient building. The credit can be split into percentages for multiple designers at the discretion of the Owner. Hein|Bond architects and Casper Electric, Inc. have requested that the City of Casper allocate the deductions earned for the Baler Building/MRF Expansion at a mutually agreed percentage. Hein|Bond has requested 83% of the credit and Casper Electric has requested 17%.

City Staff has reviewed requests from the architect and from an electrical sub-contractor, and finds the percentages reasonable. City staff has reviewed both requests and recommends approval of the requests.

Financial Considerations  
The City of Casper will incur no costs associated with this allocation.

Oversight/Project Responsibility  
Ethan Yonker, P.E., Associate Engineer, Public Services Department

Attachments  
Resolution  
Section 179D Energy Efficient Commercial Building Deduction Allocation Forms



## **SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION** **ALLOCATION FORM**

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to the eligible designers as identified below.

*Hein/Bond* created technical specifications for the installation of the energy efficient commercial building property which resulted in reduced energy consumption and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. *Hein/Bond* created the technical specifications as the architect of record on the construction project listed on page two of this allocation form.



The role of the allocating government entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

*City of Casper* hereby allocates *Hein | Bond* the Section 179D deduction for the property described below:

<b>City of Casper Building Information</b>				
<b>Property Name</b>	<b>Property Address</b>	<b>Placed in Service</b>	<b>Cost of Property</b>	<b>Allocation Percentage</b>
Balefill Facility and MRF Building	1886 Station Rd. Casper, WY 82609	September 2019	\$7,374,619	83%

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, *City of Casper* will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.

**Hein | Bond****City of Casper Representative Information**

<b>Representative Name:</b>	Steve Freel
<b>Government Entity Name:</b>	<i>City of Casper</i>
<b>Title:</b>	Mayor
<b>Mailing Address:</b>	200 N. David St. Casper, WY 82601
<b>Telephone Number:</b>	307-259-1276
<b>E-mail:</b>	sfreel@casperwy.gov

**Hein | Bond Representative Information**

<b>Representative Name:</b>	Jeff Bond
<b>Eligible Taxpayer Entity Name:</b>	<i>Hein   Bond</i>
<b>Title:</b>	Partner
<b>Address:</b>	235 S. David, Ste. D Casper, WY 82601
<b>Telephone Number:</b>	307-234-3601
<b>Representative E-mail:</b>	jeff@heinbond.com

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Signature (City of Casper Representative)

\_\_\_\_\_  
Date

DocuSigned by:

Jeff Bond

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\_\_\_\_\_  
Signature (Hein | Bond Representative)

3/4/2020  
\_\_\_\_\_  
Date

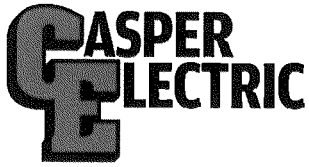


## SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION ALLOCATION FORM

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to the eligible designers as identified below.

*Casper Electric, Inc.* created technical specifications for the installation of the energy efficient commercial building property which resulted in reduced energy consumption and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. Specifically, *Casper Electric, Inc.* provided input into the creation of technical specifications through the following:

*Casper Electric, Inc.* was contracted as the electrical subcontractor for this addition and renovation project. *Casper Electric, Inc.* selected alternate lighting fixtures that were approved and implemented into the project.



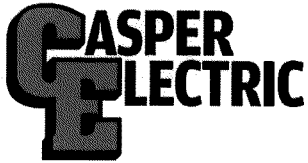
The role of the allocating government entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

*City of Casper* hereby allocates *Casper Electric, Inc.* the Section 179D deduction for the property described below:

<b>City of Casper Building Information</b>				
<b>Property Name</b>	<b>Property Address</b>	<b>Placed in Service</b>	<b>Cost of Property</b>	<b>Allocation Percentage</b>
Balefill Facility and MRF Building	1886 Station Rd. Casper, WY 82609	September 2019	\$7,374,619	17%

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, *City of Casper* will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.



**City of Casper Representative Information**

<b>Representative Name:</b>	
<b>Government Entity Name:</b>	<i>City of Casper</i>
<b>Title:</b>	
<b>Mailing Address:</b>	
<b>Telephone Number:</b>	
<b>E-mail:</b>	

**Casper Electric, Inc. Representative Information**

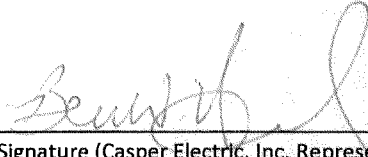
<b>Representative Name:</b>	Ben Hansuld, P.E.
<b>Eligible Taxpayer Entity Name:</b>	<i>Casper Electric, Inc.</i>
<b>Title:</b>	Vice President
<b>Address:</b>	3150 E. Yellowstone Hwy. Casper, WY 82609
<b>Telephone Number:</b>	307-237-3003
<b>Representative E-mail:</b>	ben@casperelectric.biz

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Signature (City of Casper Representative)

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature (Casper Electric, Inc. Representative)

*3-4-2020*  
\_\_\_\_\_  
Date



RESOLUTION NO. 20-62

A RESOLUTION GRANTING AN ENERGY EFFICIENT COMMERCIAL BUILDING DEDUCTION FOR THE BALER BUILDING/MRF EXPANSION PROJECT, 13-50.

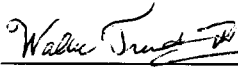
WHEREAS, the City of Casper has completed the Baler Building/MRF Expansion project, 13-50; and,

WHEREAS, a request from Hein|Bond Architects and Casper Electric, Inc. for the allocation of tax deductions earned have been received; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Energy Efficient Commercial Building Deduction Allocation Forms for the Baler Building/MRF Expansion Project, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

March 18, 2020

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 Wharton Asphalt LLC in the Amount of \$47,723.00, for the Residential Crack Sealing, Project No. 19-035.

Meeting Type & Date  
Regular Council Meeting  
April 7, 2020

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Wharton Asphalt LLC for the Residential Crack Sealing, Project No. 19-035, in the amount of \$47,723.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000.00, for a total project amount of \$52,723.00.

Summary

On Wednesday, March 18, 2020, one (1) bid was received for the Residential Crack Sealing, Project No. 19-035. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Wharton Asphalt LLC</b>	<b>Billings, MT</b>	<b>\$47,723.00</b>

The Residential Crack Sealing Project includes the application of crack sealant to the asphalt pavement on residential streets bound to the north by Westcott Drive, to the east by Waterford Drive, to the south by East 21<sup>st</sup> Street and to the west by Cornwall Drive. Crack sealing is a maintenance tool used to prevent water from entering cracks in the asphalt pavement and causing additional damage. Work is scheduled to be completed by October 16, 2020. The estimate prepared by the City Engineering Division was \$49,200.00.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As one bid was received, 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

Funding will be from the One Cent #15 Optional Sales Tax fund allocated to Residential Crack Sealing.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

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 Wharton Asphalt LLC, 3962 Pa Hollow Trail, Billings, Montana 59106, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to apply crack sealant to the asphalt pavement on residential streets bound to the north by Westcott Drive, to the east by Waterford Drive, to the south by East 21<sup>st</sup> Street and to the west by Cornwall Drive; and,

WHEREAS, Wharton Asphalt LLC is able and willing to provide those services specified as the Residential Crack Sealing, Project No. 19-035.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Residential Crack Sealing, Project No. 19-035, 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 **October 16, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 23, 2020**.

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) 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 Seven Hundred Twenty-Three Dollars (\$47,723.00), 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. (0).
- 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 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Contract Drawings, with each sheet bearing the following general title:

**Residential Crack Sealing, Project No. 19-035**

- 8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.17 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.
- 8.18 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.

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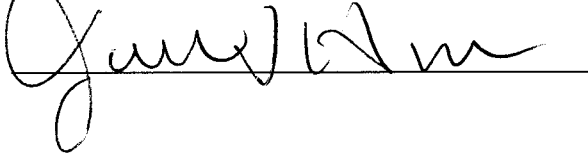
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:  
(Residential Crack Sealing, Project No. 19-035)

  
\_\_\_\_\_

CONTRACTOR:

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

ATTEST:

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

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

**PROJECT IDENTIFICATION:** City of Casper  
**Residential Crack Sealing**  
**Project No. 19-035**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **October 16, 2020**, and completed and ready for final payment not later than **October 23, 2020**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: \$ 47,723.<sup>00</sup>

TOTAL BASE BID, IN WORDS: Forty seven thousand seven hundred twenty three & no/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.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3962 Pea Hollow Trail  
Billings, MT 59106

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 March 16, 2020.

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: Wharton Asphalt LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Montana  
(State of Incorporation or Organization)

By: of Wharton Lora Wharton Member (seal)

(Title)



Attest: [Signature]

Business Address: 3962 Pa Hollow Trail  
Billings, MT 59106

Phone Number: 406-254-9571

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**

**RESIDENTIAL CRACK SEALING**  
**PROJECT NO. 19-035**  
**Bid Date: March 18, 2020**

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      LBS = Pounds      CY = Cubic Yard      EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonding	LS	1	\$ 9073. <sup>00</sup>	\$ 9073. <sup>-</sup>
2	F&I Temporary Traffic Control	LS	1	\$ 5650. <sup>-</sup>	\$ 5650. <sup>-</sup>
3	F&I Crack Sealant	LBS	12,000	\$ 2.75	\$ 33,000. <sup>-</sup>
<b>TOTAL BID</b>					<b>\$ 47723.<sup>-</sup></b>

• **BID IN WORDS:**

Forty seven thousand seven hundred ~~and~~ twenty three and 10/100

This bid submitted by: Ed White White Asphalt LLC  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 20-63

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WHARTON ASPHALT LLC FOR THE RESIDENTIAL CRACK SEALING, PROJECT NO. 19-035.

WHEREAS, the City of Casper desires to apply crack sealant to the asphalt pavement on residential streets bound to the north by Westcott Drive, to the east by Waterford Drive, to the south by East 21<sup>st</sup> Street and to the west by Cornwall Drive; and,

WHEREAS, Wharton Asphalt LLC is able and willing to provide those services specified as the Residential Crack Sealing, Project No. 19-035; 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.

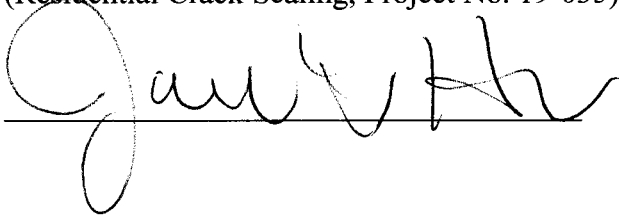
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wharton Asphalt LLC for those services, in the amount of Forty-Seven Thousand Seven Hundred Twenty-Three Dollars (\$47,723.00).

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 Forty-Seven Thousand Seven Hundred Twenty-Three Dollars (\$47,723.00), and Five Thousand Dollars (\$5,000.00) for a construction contingency account, for a total project amount of Fifty-Two Thousand Seven Hundred Twenty-Three (\$52,723.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand 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 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:  
(Residential Crack Sealing, Project No. 19-035)



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

---

Steven K. Freel  
Mayor



March 18, 2020

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

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

SUBJECT: Authorizing an Agreement with Sheet Metal Specialties, Inc., in the Amount of \$586,500.00, for the Aquatics and Recreation Center HVAC Replacements, Project No. 19-049.

Meeting Type & Date  
Regular Council Meeting  
April 7, 2020

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Sheet Metal Specialties, Inc. (SMS) in the amount of \$586,500.00, for the Aquatics and Recreation Center HVAC Replacements, Project No. 19-049. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$60,000.00, for a total project amount of \$646,500.00.

Summary

On Wednesday, March 18, 2020, three (3) bids were received for the Aquatics and Recreation Center HVAC Replacements, Project No. 19-049. The base bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
SMS	Casper, WY	\$534,500.00
Air Innovations	Casper, WY	\$572,250.00
Casper Tin Shop	Casper, WY	\$660,550.00

The base bid for the project includes the removal and replacement of the outdoor pool dehumidification unit at the Casper Family Aquatics Center and the rooftop air handling unit at the Casper Recreation Center. Both units are nearing the end of their operational lives and have required extensive repairs recently. The base bid estimate prepared by the City's consultant, Engineering Design Associates (EDA), was \$628,000.00.

Included in the bid package was one alternate. The alternate was to remove and replace the existing pneumatic controls and devices with new DDC Controls and Devices in order to help properly regulate the temperature within the facilities. SMS provided a cost of \$52,000.00 for this alternate. This alternate is recommended by EDA and City staff, which accounts for the difference between the base bid and the recommended contract amount. Work is scheduled to be completed by September 25, 2020.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from 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

Funding will be from the One Cent #15 Optional Sales Tax fund and the One Cent #16 Optional Sales Tax fund allocated to the Aquatics and Recreation Center HVAC Replacements.

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 Sheet Metal Specialties, Inc., 1220 East Yellowstone Highway, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the outdoor pool dehumidification unit at the Casper Family Aquatics Center and the rooftop air handling unit at the Casper Recreation Center; and,

WHEREAS, Sheet Metal Specialties, Inc., is able and willing to provide those services specified as the Aquatics and Recreation Center HVAC Replacements, Project No. 19-049.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Aquatics and Recreation Center HVAC Replacements, Project No. 19-049, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **September 25, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **October 9, 2020**.

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 Five Hundred Eighty-Six Thousand Five Hundred Dollars (\$586,500.00), 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 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 Addenda No. (1, 2, & 3).
- 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 Technical Specifications, consisting of twenty-nine (29) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Aquatics and Recreation Center HVAC Replacements, Project No. 19-049**

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

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

*(This space intentionally left blank)*

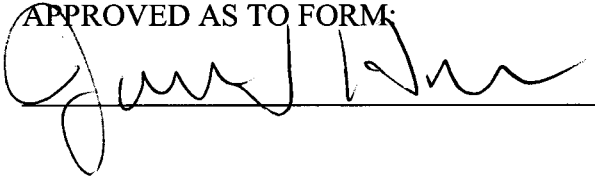
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CONTRACTOR:

Sheet Metal Specialties, Inc.

WITNESS:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor



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

PROJECT IDENTIFICATION:      City of Casper  
   **Aquatics and Recreation Center HVAC Replacements**  
   **Project No. 19-049**

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

1.     The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **September 25, 2020**, and completed and ready for final payment not later than ~~October 9, 2020~~, in accordance with the Bidding Documents.
2.     Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.     Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.     In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.     Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>  1  </u>	Dated <u>  3/11/20  </u>
Addendum No. <u>  2, 3  </u>	Dated <u>  3/17/20  </u>
  - B.     Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.     This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: \$ 534,500.00

TOTAL BASE BID, IN WORDS: FIVE HUNDRED THIRTY-FOUR THOUSAND, FIVE HUNDRED 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.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 1220 E. YELLOWSTONE HWY.  
CASPER, WY 82601

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

Submitted on MAR 18, 2020.

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: SHEET METAL SPECIALTIES, INC. (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By: [Signature] (seal)  
Vice President  
(Title)

(Seal)

Attest: Jan Ballagh

Business Address: 1220 E. YELLOWSTONE HWY  
CASPER, WY 82601

Phone Number: 307-472-4305

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**

**AQUATICS AND RECREATION CENTER HVAC REPLACEMENTS**

**PROJECT NO. 19-049**

**Bid Date: March 18, 2020**

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      TON = Tons      CY = Cubic Yard      EA = Each

**Bid Schedule – Base Bid**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Remove and Replace Outdoor Pool Dehumidification Unit	LS	1	\$ 396,000	\$ 396,000
2	Remove and Replace Rooftop Air Handling Unit	LS	1	\$ 138,500	\$ 138,500
<b>TOTAL BASE BID</b>					<b>\$ 534,500</b>

• **BID IN WORDS:**

FIVE HUNDRED THIRTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS

**Bidding Alternative No. 1**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
3	Remove and Replace Existing Pneumatic Controls and Devices with New DDC Controls and Devices	LS	1	\$ 52,000	\$ 52,000
<b>TOTAL BIDDING ALTERNATIVE NO. 1</b>					<b>\$ 52,000</b>

This bid submitted by: SHEET METAL SPECIALTIES, INC.  
(Individual, partnership, corporation, or joint venture name)

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**AQUATICS AND RECREATION CENTER HVAC REPLACEMENTS  
PROJECT NO. 19-049**

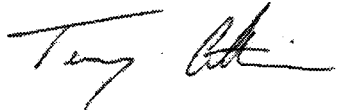
by

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

**ADDENDUM DATE: March 11, 2020**

**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 Cottenor, Engineering Tech II**

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

**SHEET METAL SPECIALTIES, INC.**  
Firm



By: Signature

**PROJECT MANAGER**  
Title

**3/12/20**  
Date Received

**ADDENDUM NO. 2**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**AQUATICS AND RECREATION CENTER HVAC REPLACEMENTS  
PROJECT NO. 19-049**

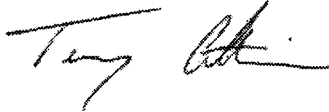
by

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

**ADDENDUM DATE: March 17, 2020**

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)**

SHEET METAL SPECIALTIES, INC.  
Firm

Will Whitten  
By: Signature

PROJECT MANAGER  
Title

3/17/20  
Date Received

**ADDENDUM NO. 3**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**AQUATICS AND RECREATION CENTER HVAC REPLACEMENTS  
PROJECT NO. 19-049**

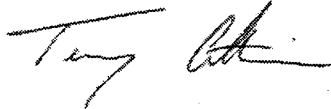
by

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

**ADDENDUM DATE: March 17, 2020**

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)**

SHEET METAL SPECIALTIES, INC.  
Firm



By: Signature

PROJECT MANAGER

Title

3/17/20

Date Received



RESOLUTION NO. 20-64

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHEET METAL SPECIALTIES, INC., FOR THE AQUATICS AND RECREATION CENTER HVAC REPLACEMENTS, PROJECT NO. 19-049.

WHEREAS, the City of Casper desires to remove and replace the outdoor pool dehumidification unit at the Casper Family Aquatics Center and the rooftop air handling unit at the Casper Recreation Center; and,

WHEREAS, Sheet Metal Specialties, Inc., is able and willing to provide those services specified as the Aquatics and Recreation Center HVAC Replacements, Project No. 19-014; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand Dollars (\$35,000.00) 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 Sheet Metal Specialties, Inc., for those services, in the amount of Five Hundred Eighty-Six Thousand Five Hundred Dollars (\$586,500.00).

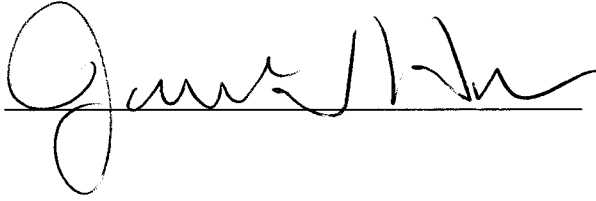
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Eighty-Six Thousand Five Hundred Dollars (\$586,500.00), and Sixty Thousand Dollars (\$60,000.00) for a construction contingency account, for a total project amount of Six Hundred Forty-Six Thousand Five Hundred Dollars (\$646,500.00).

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 Thirty-Five Thousand Dollars (\$35,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:

(Aquatics and Recreation Center HVAC Replacements, Project No. 19-049)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

March 12, 2020

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with SWi, LLC, in the amount of \$26,330, for the Events Center Fencing, Project No. 19-066.

Meeting Type & Date:  
Regular Council Meeting  
April 7, 2020

Action Type  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with SWi, LLC, in the amount of \$26,330, for the Events Center Fencing, Project No. 19-066. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$8,670, for a total project amount of \$35,000.

Summary:  
On Wednesday, March 11, 2020, two (2) bids were received for the Events Center Fencing, Project No. 19-066. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>SWi, LLC</b>	<b>Casper, Wyoming</b>	<b>\$26,330</b>
Wyo Services	Upton, Wyoming	\$43,850

The project consists of the installation of approximately 1,200' of chain-link fence around the back parking lot at the Casper Events Center. The completion date for the project is June 30, 2020. The estimate prepared by the City Engineering Division was \$41,000.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from 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)).

SWi, LLC  
Events Center Fencing  
Project No. 19-066

Financial Considerations:

Funding for this project will be from 1%15 allocated to the Casper Events Center.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

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 SWi, LLC, 5920 West Yellowstone Highway, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install chain link fencing around the back lot at the Casper Events Center and,

WHEREAS, SWi, LLC. is able and willing to provide those services specified as the Events Center Fencing, Project No. 19-066.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Events Center Fencing Project No. 19-066, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, hereinafter referred to as "Engineer", which shall 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 June 30, 2020 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 10, 2020.
- 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) 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 Twenty-Six Thousand Three Hundred Thirty Dollars (\$26,330) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th 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 percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of one (1) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Events Center Fencing Project No. 19-066**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.



8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:

*Walter Tremel*

CONTRACTOR:

ATTEST:

SWi, LLC

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

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

**PROJECT IDENTIFICATION:**      City of Casper  
   **Events Center Fencing**  
   **Project No. 19-066**

**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 June 30, 2020, and completed and ready for final payment not later than July 10, 2020 in accordance with the Bidding Documents.
2.    Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.    Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.    In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

A.    Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>  1  </u>	Dated <u>  2/25/2020  </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: \$ 26,330

TOTAL BASE BID, IN WORDS: Twenty-Six thousand, three hundred and thirty DOLLARS.

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

Address of Bidder: 5920 W. Yellowstone Hwy  
Casper, WY 82604

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

Submitted on 3/11, 2020.

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: SWI, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] (seal)

(Title) Managing Member

(Seal)

Attest: [Signature]

Business Address: 5920 W. Yellowstone Hwy  
Casper, WY 82601

Phone Number: 307-234-6805

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
**Events Center Fencing**  
**Project No. 19-066**  
**3/11/2020**

COMPANY NAME: SWi, LLC  
 ADDRESS: 5920 W Yellowstone Hwy, Casper, WY 82604

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

SF = Square Foot

LF = Lineal Feet

ITEM	BASE BID SCHEDULE				
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization & Bonding	LS	1	\$1,850	\$1,850
2	F&I Galvanized Chainlink Fencing	LF	1,200	\$19.40	\$23,280
3	F&I Galvanized Chainlink Gates	EA	1	\$1,200	\$1,200
<b>TOTAL BASE BID (SUM OF ITEMS 1 - 3)</b>					<b>\$26,330</b>

RESOLUTION NO. 20-65

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SWi, LLC, FOR THE EVENTS CENTER FENCING PROJECT NO. 19-066.

WHEREAS, the City of Casper desires to install chain-link fence around the back parking lot at the Casper Events Center for the Events Center Fencing Project; and,

WHEREAS, SWi, LLC, is able and willing to provide those services specified as the Events Center Fencing Project, No. 19-066; 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 Eight Thousand Six Hundred Seventy Dollars (\$8,670) and other project administration related change orders that do not substantially alter the scope of the project.

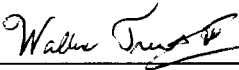
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with SWi, LLC, for those services, in the amount of Twenty-Six Thousand Three Hundred Thirty and 00/100 Dollars (\$26,330).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Twenty-Six Thousand Three Hundred Thirty Dollars (\$26,330) and Eight Thousand Six Hundred Seventy Dollars (\$8,670) for a construction contingency account, for a total project amount of Thirty-Five Thousand Dollars (\$35,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Eight Thousand Six Hundred Seventy Dollars (\$8,670) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor



March 20, 2020

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Wayne Coleman Construction, Inc., in the amount of \$275,250, for the 2020 CPU Asphalt Repair, Project No. 20-001.

Meeting Type & Date:  
Regular Council Meeting  
April 7, 2020

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Wayne Coleman Construction, Inc., in the amount of \$275,250, for the 2020 CPU Asphalt Repair, Project No. 20-001. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$295,250.

Summary:

On Friday, March 20, 2020, three (3) bids were received for the 2020 CPU Asphalt Repair, Project No. 20-001. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Wayne Coleman Construction</b>	<b>Mills, Wyoming</b>	<b>\$275,250</b>
71 Construction	Casper, Wyoming	\$347,150
Installation Service Co.	Mills, Wyoming	\$350,350

The engineer's estimate prepared by the City Engineering Office was \$295,000, with the low bid received at \$275,250. Adding a construction contingency amount of \$20,000.00 will bring the total contract amount to \$295,250.

The 2020 CPU Asphalt Repair contract includes bid quantities for furnishing and installing asphalt and base course materials and other related work based on scheduled in-house waterline replacement work, as well as an estimated number of water main breaks that may occur. This type of work is anticipated every year as part of ongoing waterline maintenance. The contract includes provisions for the imposition of liquidated damages if the contractor fails to address individual street repair sites in a

Wayne Coleman Construction, Inc.  
2020 CPU Asphalt Repair  
Project No. 20-001

timely manner.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from 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:

Funding for this project will be from the Water Fund Reserves allocated to the FY20 CPU Asphalt Repair Project.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

Wayne Coleman Construction, Inc.  
2020 CPU Asphalt Repair  
Project No. 20-001

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Wayne Coleman Construction, Inc., PO Box 2440, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper is desirous of repairing asphalt damaged due to the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the 2020 CPU Asphalt Repair Project No. 20-001.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2020 CPU Asphalt Repair Project, No. 20-001.

Contractor shall perform all the work required by the Contract Documents for supplying, patching, and finishing of asphalt concrete for street repairs, and rotomilling and repairing of asphalt at various locations throughout the City of Casper and environs, for the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program, for the period of April 15, 2020, through April 14, 2021.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 Within ten (10) days after the execution of this Agreement, the Owner will provide Contractor a written listing of "winter time" street repair locations, indicating locations requiring repair from the previous winter period as part of this Agreement. The Contractor shall finally complete these "winter time" street asphaltic repairs locations no later than June 15, 2020. The Owner assumes all responsibility for maintenance and traffic control of the "winter time" repair locations until Contractor mobilization to each location, prior to June 16, 2020. Starting June 16, 2020, the Contractor shall assume all responsibilities for any unfinished "winter time" asphaltic repairs, including all maintenance and traffic control. If

the Contractor fails to finally complete any “winter time” street asphaltic repair location by June 15, 2020, liquidated damages as per Article 3.7 shall be invoked.

- 3.2 All asphaltic repairs locations of less than 2,000 square feet associated with the repair program, located throughout the City of Casper and environs, shall be started within seventy-two (72) hours, or three (3) working days, after email notification to Contractor by Owner that the site is ready for repair. If work does not commence within the seventy-two (72) hour or three (3) working day time period, the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept all responsibility for cuts less than 2,000 square feet within seventy-two (72) hours, or three (3) working days, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within ten (10) working days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.3 All asphaltic repairs greater than 2,000 square feet associated with the replacement program, located throughout the City of Casper and environs, shall be started within one hundred and twenty (120) hours or five (5) working days after email notification to Contractor by Owner, that the site is ready for repair. If work does not commence within this time period the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept responsibility for cuts within one hundred and twenty (120) hours or five (5) working days of email notification, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within fifteen (15) days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.4 Any and all asphaltic street repair locations provided to Contractor by Owner between the date of this Agreement and June 15, 2020, shall be completed in accordance with Articles 3.1, 3.2, and 3.3, above.
- 3.5 Once the work commences, there shall be no delays. The work shall progress in a timely continuous manner until completion. If the Contractor should discontinue work prior to completion without Owner's approval, it shall result in liquidated damages for delay as agreed in Article 3.7 of the "Agreement Between Owner and Contractor".
- 3.6 If the Contractor, or the City of Casper representative, feels that in order to adequately insure proper repairs to any given asphalt repair, that complete street closure is necessary, it shall be the Contractor's responsibility to notify all affected residences. If the closure affects business, the affected business shall be given a minimum of a 24-hour notice prior to closure.
- 3.7 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not finally completed by the times and schedules specified in Paragraphs 3.1 through 3.5, inclusive, above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not finally completed

on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars (\$250) for each day that expires after the times specified in Paragraphs 3.1 and 3.2, and Five Hundred Dollars (\$500) for each day that expires after the times specified in Paragraphs 3.3 through 3.5, inclusive, for final completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Two Hundred Seventy-Five Thousand Two Hundred Fifty Dollars (\$275,250), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. SUBSTANTIAL COMPLETION

All references in the General Conditions regarding Substantial Completion shall be disregarded, and are not a part of the Contract. All progress payments to the Contractor shall be based upon acceptance of the work as finally complete at each individual work site for street repairs.

#### ARTICLE 6. PAYMENT PROCEDURES.

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

6.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

- 6.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 6.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 6.2, Final Payment.
  - 6.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 7. WITHHELD FUNDS.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 8.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 8.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 8.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

#### ARTICLE 9. CONTRACT DOCUMENTS.

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

- 9.1 This Agreement (Pages SFA-1 to SFA-7, inclusive).
- 9.2 Exhibit "A" - Bid Form.
- 9.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 9.4 Addenda No. 1.
- 9.5 Performance and Payment Bonds.
- 9.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 9.7 Notice of Award.
- 9.8 Notice to Proceed.
- 9.9 Minutes of the Pre-Bid Conference, if any.
- 9.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 9.12 General Requirements, consisting of seven (7) sections.

- 9.13 Special Provisions, consisting of one (1) section.
- 9.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 9.16 Notice of Substantial Completion.

ARTICLE 10. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 11. MISCELLANEOUS PROVISIONS.

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

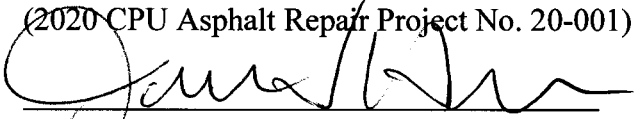
**\*\* INTENTIONALLY LEFT BLANK \*\***



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

DATED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:  
(2020 CPU Asphalt Repair Project No. 20-001)

  
\_\_\_\_\_

ATTEST:

CONTRACTOR:

Wayne Coleman Construction, Inc.  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
**2020 CPU Asphalt Repair**  
**Project No. 20-001**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by April 14, 2021.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. <u>    1    </u>	Dated <u>3/19/2020</u>
Addendum No. <u>          </u>	Dated <u>          </u>
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder

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

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

TOTAL BASE BID, IN NUMERALS: \$ 275,250.00

TOTAL BASE BID, IN WORDS: Two Hundred Seventy Five Thousand, Two Hundred Fifty and 00/100 DOLLARS.

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

Address of Bidder: Wayne Coleman Construction, Inc.  
PO Box 2440  
Mills, WY 82644

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

Submitted on March 20, 2020.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)  
IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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


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

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

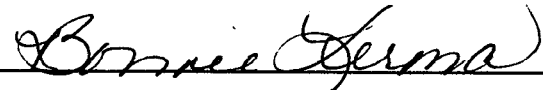
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Wayne Coleman Construction, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By:  (seal)  
President  
(Title)

(Seal)

Attest: 

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

Phone Number: 307-265-3158

A JOINT VENTURE

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

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

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

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

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

ITEMIZED BID SCHEDULE  
**2020 CPU ASPHALT REPAIR PROJECT NO. 20-001**  
 CASPER PUBLIC SERVICES DEPARTMENT

ABBREVIATIONS

SY = Square yard    SYI = Square yard inch    CY = Cubic Yard    LF = Lineal Feet    EA = Each

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
A-1	2,000	SYI	Furnish and install hot mix asphalt for patches less than 200 square feet for <u>Fifteen</u> Dollar(s) and <u>Zero</u> Cent(s) Per square yard-inch.	15	00	30,000	00
A-2	7,000	SYI	Furnish and install hot mix asphalt for patches between 200 and 2,000 square feet for <u>Ten</u> Dollar(s) and <u>Fifty</u> Cent(s) per square yard-inch.	10	50	73,500	00
A-3	12,000	SYI	Furnish and install hot mix asphalt for patches greater than 2,000 square feet for <u>Nine</u> Dollar(s) and <u>Twenty-Five</u> Cent(s) per square yard-inch.	9	25	111,000	00
B-1	750	CY	Furnish and install Type "W" base coarse for patches greater than 2,000 square feet for <u>Forty</u> Dollar(s) and <u>Zero</u> Cent(s) per cubic yard.	40	00	30,000	00

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
C-1	4,000	LF	Rotomill asphalt to a required depth for asphalt repair areas greater than 2,000 square feet for <u>Three</u> Dollar(s) and <u>Zero</u> Cent(s) per lineal foot.	3	00	12,000	00
D-1	250	SY	Install geotextile separation fabric for <u>Three</u> Dollar(s) and <u>Zero</u> Cent(s) per square yard.	3	00	750	00
E-1	5	EA	Furnish and Install concrete manhole collar for <u>One Thousand Six Hundred</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	1,600	00	8,000	00
E-2	10	EA	Furnish and Install concrete valvebox collar for <u>One Thousand</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	1,000	00	10,000	00
<b>TOTAL BASE BID (Addition of Items A-1 through E-2)</b>				<b>275,250.00</b>			

Bid Submitted By: Wayne Coleman Construction, Inc.  
(Name of individual, partnership, corporation or LLC, or joint venture)

RESOLUTION NO. 20-66

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE 2020 CPU ASPHALT REPAIR PROJECT NO. 20-001.

WHEREAS, the City of Casper desires to contract for street repairs for the 2020 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as 2020 CPU Asphalt Repair Project, No. 20-001; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wayne Coleman Construction, Inc., for those services, in the amount of Two Hundred Seventy-Five Thousand Two Hundred Fifty Dollars (\$275,250).

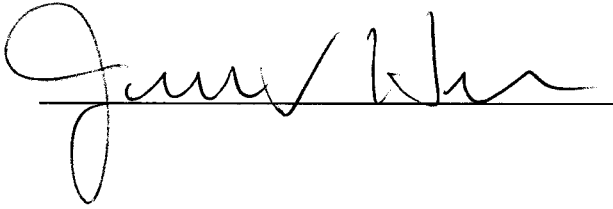
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Seventy-Five Thousand Two Hundred Fifty Dollars (\$275,250) and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Two Hundred Ninety-Five Thousand Two Hundred Fifty Dollars (\$295,250).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April, 2020.



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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Steven K. Freel  
Mayor

March 18, 2020

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$178,010, for the Miscellaneous Concrete and Storm Sewer Repairs, Project No. 19-047.

Meeting Type & Date:  
Regular Council Meeting  
April 21, 2020

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$178,010, for the Miscellaneous Concrete and Storm Sewer Repairs, Project No. 19-047. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$198,010.

Summary:

On Tuesday, March 17, 2020, three (3) bids were received for the Miscellaneous Concrete and Storm Sewer Repairs, Project No. 19-047. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Crown Construction	Mills, Wyoming	\$146,300
<b>Knife River</b>	<b>Casper, Wyoming</b>	<b>\$178,010</b>
Wayne Coleman Construction	Mills, Wyoming	\$251,307

Crown Construction submitted the low bid, but withdrew their bid due to an error that resulted in a bid amount significantly lower than intended. Bidding documents allow bidders to withdraw bids that contain a material and substantial mistake, provided notification of intent to withdraw is made within 24 hours of the bid opening.

The project consists of the removal and replacement of several storm sewer manholes, catch basins, laterals, and manhole diamonds at multiple locations in the City of Casper. The completion date for the project is July 17, 2020. The estimate prepared by the City Engineering Division was \$145,000.

JTL Group, Inc., DBA Knife River, Inc.  
Miscellaneous Concrete and Storm Sewer Repairs  
Project No. 19-047

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from 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:

Funding for this project will be from 1%16 allocated to Storm Sewer Improvements and Miscellaneous Streets Improvements.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

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 JTL Group, Inc., DBA Knife River, Inc., PO Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace several storm sewer manholes, catch basins, laterals, and manhole diamonds at multiple locations in the City of Casper and,

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the Miscellaneous Concrete & Storm Sewer Repairs, Project No. 19-047.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Miscellaneous Concrete & Storm Sewer Repairs, Project No. 19-047, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, hereinafter referred to as "Engineer", which shall 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 July 17, 2020 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 24, 2020.
- 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) 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 One Hundred Seventy-Eight Thousand Ten Dollars (\$178,010) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th 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 percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4 and BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of two (2) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  

**Miscellaneous Concrete & Storm Sewer Repairs, Project No. 19-047**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

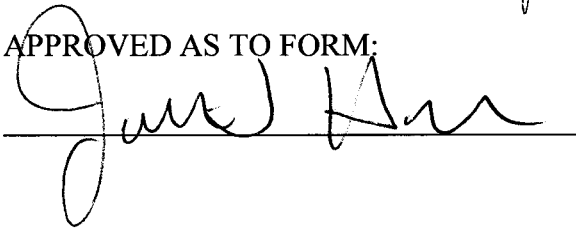
ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CONTRACTOR:

Knife River, Inc.

ATTEST:

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

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

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur Tremel  
Title: City Clerk

Steven K. Freel  
Title: Mayor





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: \$178,010.00

TOTAL BASE BID, IN WORDS: One Hundred Seventy Eight Thousand Ten <sup>00</sup>/<sub>100</sub> DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: PO Box 730  
Casper, WY 82602
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 March 17<sup>th</sup>, 2020.

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: JTL Group Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Mike Nichols (seal)  
Vice President/GM  
(Title)

Attest: April [Signature]

Business Address: PO Box 730  
Casper Wy 82602

Phone Number: (307) 251-5886

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
**Miscellaneous Concrete & Storm Sewer Repairs**  
**Project No. 19-047**  
**Bid Date: March 17, 2020**

COMPANY NAME: JTL Group Inc. dba Knife River  
 ADDRESS: PO Box 730 Casper, WY. 82602

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

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization & Bonding	LS	1	\$16,400.00	\$16,400.00
2	R&R Existing Storm Sewer Manholes (Depths Vary)	EA	4	\$6,900.00	\$27,600.00
3	R&R Existing Storm Sewer Catch Basins (Depths Vary)	EA	11	\$3,300.00	\$36,300.00
4	R&R Existing Storm Sewer Pipe with 18" PVC Catch Lead	LF	345	\$146.00	\$50,370.00
5	R&R Existing Storm Sewer Frame and Grate	EA	1	\$2,000.00	\$2,000.00
6	Furnish and Install Manhole Ring, Lid, and 5' x 5' Concrete Diamond	EA	16	\$1,540.00	\$24,640.00
7	R&R Concrete Curbwalk	LF	50	\$70.00	\$3,500.00
8	R&R Curb and Gutter	LF	175	\$60.00	\$10,500.00
9	F&I Temporary Traffic Control	LS	1	\$6,700.00	\$6,700.00
<b>TOTAL BASE BID (SUM OF ITEMS 1 - 9)</b>					<b>\$178,010.00</b>

RESOLUTION NO. 20-67

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, INC, FOR THE MISCELLANEOUS CONCRETE AND STORM SEWER REPAIRS PROJECT NO. 19-047.

WHEREAS, the City of Casper desires to remove and replace several storm sewer manholes, catch basins, laterals, and manhole diamonds for the Miscellaneous Concrete and Storm Sewer Repairs Project; and,

WHEREAS, JTL Group, Inc., DBA Knife River, Inc., is able and willing to provide those services specified as the Miscellaneous Concrete and Storm Sewer Repairs Project, No. 19-047; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

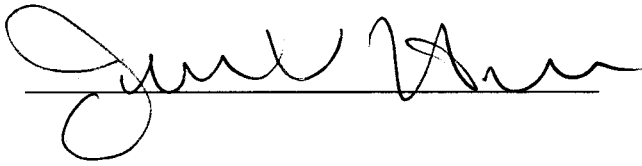
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Knife River, Inc., for those services, in the amount of One Hundred Seventy-Eight Thousand Ten Dollars (\$178,010).

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 Seventy-Eight Thousand Ten Dollars (\$178,010) and Twenty Thousand Dollars (\$20,000) for a construction contingency account, for a total project amount of One Hundred Ninety-Eight Thousand Ten Dollars (\$198,010).

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

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur D. Tremel  
City Clerk

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Steven K. Freel  
Mayor

April 2, 2020

MEMO TO: Casper City Council  
J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 

SUBJECT: Consideration of Lease No. 8-09733 between the State of Wyoming Department of Administration & Information, General Services Division and the City of Casper (Premises known as Goodstein Parking Lot)

Meeting Type & Date:  
Regular Council Meeting  
April 7, 2020

Action Type  
Consideration of Lease Agreement.

Recommendation  
That Council determine if it wants to proceed forward and execute the referenced proposed Lease Agreement (attached) between the City of Casper and the State of Wyoming for the premises commonly known as the Goodstein Parking Lot.

Summary  
The agreement attached has been negotiated over a period of months.

The provisions that are generally favorable to the City are:

- i.) An eighteen-year term with the possibility of extension for under the same terms, upon agreement by the parties; lease payment per year one dollar (\$1.00);
- ii.) The property may be used by the City, for governmental business, public parking, recreation, downtown civic activities, and activities that do not involve the building of permanent structures for human occupation or multi-level parking. In addition, up to 25% of the premises may be used as an outdoor recreational facility.

The provisions that are generally unfavorable to the City are:

- i.) After the initial 36 months of the agreement the State may opt out of the lease upon providing three (3) years notice; this means that the eighteen (18) year period could actually terminate in six (6) years depending upon the plans of the State.
- ii.) Upon termination the State is entitled to all improvements, without any reimbursement to the City and in fact may require the City to take out all improvement, except the parking lot.



Financial Considerations

While the lease payments are minimal, the cost to pave, line, sign and provide lighting to the parking lot is anticipated to approximate One Million Dollars (\$1,000,000).

Oversight – Responsibility

Ongoing responsibility:

Public Services Department (physical development and maintenance)

Community Development and Casper Police Department (operation and patrol)

Attachments:

Proposed lease

Proposed resolution

**REAL PROPERTY LEASE NO. 8-09733 BETWEEN  
STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION,  
GENERAL SERVICES DIVISION  
AND  
THE CITY OF CASPER**

1. **Parties.** This Lease is made between the State of Wyoming, Department of Administration & Information, General Services Division (Lessor), whose address is: 801 West 20<sup>th</sup> Street, Cheyenne, Wyoming 82002 and, the City of Casper, Wyoming, a Municipal Corporation, (Tenant) whose address is: 200 North David, Casper, Wyoming 82601. In consideration of the mutual covenants contained herein, the parties agree as follows:

A. Lessor's contact information is:

State of Wyoming, Department of Administration & Information,  
General Services Division  
801 West 20<sup>th</sup> Street  
Cheyenne, Wyoming 82002  
307-777-7704

B. Tenant's contact information is:

City of Casper  
Attn: City Manager  
200 North David  
Casper, Wyoming 82601

With a copy to:  
City of Casper  
Attn: City Attorney's Office  
200 North David  
Casper, Wyoming 82601

- C. In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party.

2. **Purpose of Lease.**

- A. Lessor is the sole owner of three parcels of real property (Premises) described in Exhibit A, which is attached and incorporated into this Lease. Lessor desires to lease the Premises to a suitable lessee (Tenant) for government business, public parking, recreation, downtown civic activities, or activities that do not involve building of permanent structures for human occupation or multi-level parking. Tenant, as part of the downtown activities, may desire to develop outdoor recreational facilities for downtown activities on a portion not to exceed twenty-five percent (25%) of the Premises, for public use on a portion of the

south one-half of the Premises. Lessor may require removal of the improvements, except a parking lot, at Tenant's expense upon termination of this Lease.

- B. Anticipated improvements described in 2.A. of this Lease shall be at the sole cost of the Tenant. Maintenance of the entire Premises and all improvements shall be under the care, custody and control of the Tenant.
- C. The parties desire to enter into an agreement (Lease) defining their rights, duties, and liabilities relating to the lease of the Premises. The Effective Date of this Lease shall be the date of the last signature.
- D. For consideration, Lessor leases to Tenant the Premises located in the County of Natrona, State of Wyoming, and more particularly described as follows: See Exhibit A.

3. **Term of Lease.**

- A. Lessor leases the above Premises for a term of eighteen (18) years, commencing May 1, 2020 and terminating April 30, 2038, or sooner as provided herein (Termination Date). Tenant, subject to mutual agreement by the Lessor and consistent with Section 8.A. of this Lease, shall have an option to renew for another eighteen (18) years. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Tenant, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, approved by the Governor or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D), and approved by the Administrator if required by Wyo. Stat. § 9-2-1016(b)(xix)(A). This Lease may be extended under the same terms and conditions by mutual written agreement of the parties to this Lease.

4. **Rent Payment.**

The rent to be paid by Tenant to Lessor shall be as follows:

Annual Payment	One and 00/100 dollars	\$1.00
TOTAL NOT TO EXCEED	Eighteen and 00/100 dollars	\$18.00

The annual rent amount shall be paid on or before May 1 of each year. The first payment shall be due on the Effective Date.

5. **Responsibilities of Lessor.**

- A. **Quiet Enjoyment.** Lessor warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor if Tenant pays the rent, and otherwise performs the terms and conditions imposed on Tenant.

B. **Taxes.** Lessor is tax exempt.

6. **Responsibilities of Tenant.**

- A. **Access to Premises.** Tenant shall permit Lessor or its agents to enter the portion of the Premises occupied by Tenant at all reasonable hours to inspect the Premises or make repairs, provided Tenant's use of the Premises shall not be unreasonably impaired.
- B. **Compliance with Law.** Tenant shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements, and orders of duly constituted public authorities now or hereafter in any manner affecting the Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same.
- C. **Non-assignment.** Neither Tenant nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others except for the purposes set forth herein.
- D. **Surrender of Possession.** Tenant shall, on the Termination Date, peaceably and quietly surrender and deliver the Premises to Lessor free of subtenants. At the Termination Date, unless Lessor requires Tenant to remove the improvements, Tenant shall surrender all improvements constructed or placed on the Premises by Tenant, except moveable trade fixtures, in good condition, with the exception of reasonable wear and tear arising from Tenant's use of the property.
- E. **Utilities.** Tenant shall pay all utility costs, if any, including costs for electric, gas, sewer, and water services.
- F. **Nuisance.** Tenant shall keep the property clear of all nuisances including, but not limited to, weeds, litter, and garbage.
- G. **Snow Removal.** Tenant shall provide snow plowing as circumstances warrant, and in accordance with any applicable laws or city ordinances.
- H. **Public Parking.** In the event the Tenant develops a parking lot on the Premises, Tenant shall allow public parking, including parking on the same terms and conditions, by occupants of the State Office Building. However, the Tenant shall not charge occupants of the State Office Building or members of the public to park on the Premises without Lessor's written consent. Tenant also shall not reserve parking spaces (except as required by law), or lease parking spaces, without Lessor's written consent.

7. **Special Provisions.**

**A. Alterations, Additions, Improvements, and Special Uses.**

- (i) Tenant may, at its sole expense, at any time during the lease term, make alterations, additions, or improvements (collectively “improvements”) in and to the Premises in accordance with the purposes, terms, and conditions of this Lease, upon sixty (60) days advance notice to Lessor and Lessor’s written consent to the design and construction or installation of the improvements. No structural or substantial portion of the Premises shall be demolished or removed by Tenant without the prior written consent of Lessor. Improvements and alterations shall be performed in a workmanlike manner, in conformance with all applicable law and codes, maintained in good repair, and shall not lessen the value of the Premises. Lessor’s consent for Tenant to construct improvements under this subsection shall not be construed to limit Lessor’s right to require removal of improvements upon termination of this Lease.
- (ii) Unless Lessor requires their removal, all improvements on or in the Premises at the Effective Date or erected or installed during the term, shall become part of the Premises and the sole property of Lessor, except that all moveable trade fixtures installed by Tenant shall remain the property of Tenant.
- (iii) Tenant shall not permit events or other special uses of the Premises without providing Lessor with at least ten (10) days advance written notice and an opportunity to object. Alternatively, Tenant may permit events or special uses of the Premises after receiving Lessor’s written consent. Tenant also shall not change its use of the Premises without Lessor’s written consent.

**B. Condition of Premises.**

- (i) **Tenant:** Tenant has examined and knows the condition of the Premises to be leased.
- (ii) **Lessor:** Lessor provides the leased Premises in an “as is” condition.

**C. Easements, Contracts, or Encumbrances.** The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.

**D. Insurance.**

- (i) **Lessor:** During the term of this Lease, the Lessor shall be self-insured for liability through the State Self Insurance Program (SSIP), subject to the procedural and substantive limitations of the Wyoming Governmental Claims Act and all other applicable law.

- (ii) **Tenant:** During the term of this Lease and for any further time that the Tenant shall hold the leased Premises, Tenant shall obtain and maintain, at its expense, insurance through the Wyoming Association of Risk Managers (WARM) pool pursuant to Wyo. Stat. § 1-42-201, on the Premises, including all buildings and improvements on the Premises, and all alterations, additions, and improvements to the Premises, with all standard extended coverage that may be reasonably required, including insurance against liability claims to the extent of the Wyoming Governmental Claims Act and for loss or damage by acts of commission or omission as is consistent with the Wyoming Governmental Claims Act.

**E. Repairs.**

- (i) At its sole expense, Tenant shall prevent the Premises and improvements from falling into disrepair. This provision does not diminish or extinguish the claims the Tenant may have against those who commit intentional wrongful conduct or claims against those who are negligent and cause damages. This subsection shall not impair any subrogation claims of Tenant or its insurer.
- (ii) In the event the City does not maintain the property or repair damages, the State may do so, at its discretion, at the expense of the City.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Lease as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Lease Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Lease without the prior written consent of the other party. The Lessor shall not use this Lease for collateral for any financial obligation without the prior written permission of the Tenant.
- D. Counterparts.** This Lease may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Lease. Delivery by the Tenant of an originally signed

counterpart of this Lease by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Lessor.

- E. **Entirety of Lease.** This Lease, consisting of ~~eightnine~~ (89) pages, and Exhibit A, consisting of four (4) pages, constitute the entire Lease agreement between the parties and supersede all prior negotiations, representations or contracts, whether written or oral.
- F. **Indemnification.** Each party to this Lease shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- G. **Independent Contractor.** The Tenant shall function as an independent contractor for the purposes of this Lease and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Lease, the Tenant shall be free from control or direction over the details of the performance of any services under this Lease. The Tenant shall assume sole responsibility for any debts or liabilities that may be incurred by the Tenant in fulfilling the terms of this Lease and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Lease. Nothing in this Lease shall be interpreted as authorizing the Tenant or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Lessor or to incur any obligation of any kind on behalf of the State of Wyoming or the Lessor. The Tenant agrees that this Lease does not confer upon Tenant or Tenant's agents or employees any health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees to which they are not otherwise entitled.
- H. **Nondiscrimination.** The parties shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Lease.
- I. **Notice.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth in Section 1 above. Every notice shall be deemed to have been given three (3) days after being deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.
- J. **Sovereign or Governmental Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Lessor expressly reserve sovereign immunity by entering into this Lease and the Tenant expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming

Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Lease shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- K. Termination.** Lessor may, at any time, terminate this Lease for cause if, after written notice of breach(es), Tenant fails to cure the breach(es) within one hundred twenty (120) days. In addition to any other event provided for herein whereby this Lease may be terminated, and no sooner than thirty-six (36) months after the Effective Date, either party may terminate this Lease upon thirty-six (36) months written notice. At the time of notice of termination, Lessor shall inspect the Premises and determine if any improvements to the Premises shall be removed by the Tenant, except that Lessor shall not require the Tenant to remove a parking lot constructed on the Premises. If Lessor requires improvements to be removed, the improvements shall be removed, at Tenant's expense, prior to the end of the Lease term. If Lessor allows the improvements to remain on the Premises, Tenant shall, for the remainder of the Lease term, continue to maintain the Premises and all improvements (including any parking lots), and not cause the Premises or those improvements to fall into disrepair.
- L. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease.
- M. Unlawful or Ultrahazardous Activity.** Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Tenant agrees to use the Premises in full compliance with all federal, state, and local laws, ordinances, rules, and regulations.
- N. Waiver.** The failure by Lessor or Tenant to insist upon the strict performance of any term or condition of this Lease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any prior or subsequent breach of such term or condition. A waiver of any breach shall not affect or alter this Lease, and each and every term and condition of this Lease shall continue in full force and effect regardless of any breach.
- O. Successors and Assigns.** This Lease and the terms and conditions herein apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.
- P. Time is of the Essence.** Time is of the essence in all provisions of this Lease.



9. **Signatures.** The parties to this Lease, through their duly authorized representative, have executed this Lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

The Effective Date of this Lease is the date of the signature last affixed to this page.

**LESSOR:**

State of Wyoming, Department of Administration & Information, General Services Division

\_\_\_\_\_  
Patricia L. Bach, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lori Galles, GSD Administrator

\_\_\_\_\_  
Date

**TENANT:**

City of Casper

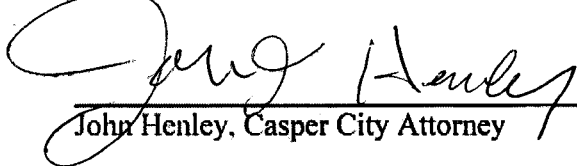
\_\_\_\_\_  
Steve Freel, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_

**CITY ATTORNEY'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
John Henley, Casper City Attorney

4-3-2020  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 for #197395  
\_\_\_\_\_  
Kristin M. Nuss, Senior Assistant Attorney General

3/25/2020  
Date

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

The Premises consists of the following three parcels of real property:

**Parcel #1**

**Property Address:** Vacant commercial lot adjoining W. Midwest Ave to the North, between S. Ash St. and S. David St.

**Legal Description:** A Parcel located in and being a portion of the NW1/4NE1/4,SW1/4NE 114, SE1/4NW1/4 and the NE1/4NW1/4,Section 9, To...,11Ship 33 North, Range 79 West, of the 6th Principal Meridian, Natrona County, Wyoming being more particularly described by met and bounds as follows:

Beginning at the northeasterly comer of said Parcel and a point in the intersection of the southerly line of West Midwest Avenue with the westerly line of South David Street, in said NW1/4NE1/4, Section 9; thence from said Point of Beginning and along the easterly line of said Parcel and the westerly line of South David Street, S.0°02'01"E.. 231.80 feet to the southeasterly comer of said Parcel and a point in and intersection with the northerly line of Block I, C & NW Trail Addition, to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of said Block 1, C & NW Trail Addition,S.63°38'05"W., 235.02 feet to a point; thence along the southerly line of said Parcel and the northerly line of said Block I, C & NW Trail Addition,S.66°46'59"W., 96.99 feet to the southwesterly comer of said Parcel, the northwesterly corner of said Block I, C& NW Trail Addition and a point in and intersection with the easterly line of South Ash Street; thence along the westerly line of said Parcel and the easterly line of said South Ash Street, N.0°09'36"W., 228.04 feet to the northwesterly comer of said Parcel and a point in the intersection of said easterly line of South Ash Street with the southerly line of said West Midwest Avenue; thence along the northerly line of said Parcel and the southerly line of said West Midwest Avenue, N.64°00'30"E., 333.99 feet to the Point of Beginning.

**Acres:** 1.54

**Parcel #2**

**Property Address:** 555 S ASH ST, adjoining W. Collins Dr. to the South

**Legal Description:** A Parcel located in and being a portion of the SE1/4NW1/4 and the SW1/4NE1/4, Section 9, Township 33 North, Range 79 West, of the 6th Principal Meridian, Natrona County, Wyoming being more particularly described by metes and bounds as follows:

Beginning at the southwesterly corner of said Parcel and a point in the intersection of the northerly line of West Collins Drive with the easterly line of South Ash Street, in said SE1/4NW1/4, Section 9; thence from said Point of Beginning and along the westerly line of said Parcel and the easterly line of said South Ash Street, N.0°09'13"W., 246.44 feet to the northwesterly corner of said Parcel and the southwesterly corner of Block 1, C & NW Trail Addition, to the City of Casper, Wyoming; thence along the northerly line of said Parcel and the southerly line of said Block 1, C & NW Trail Addition, N.69°16'30"E., 11.90 feet to a point of curve; thence along the northerly line of said Parcel and the southerly line of said Block 1, C & NW Trail Addition, along the arc of a non-tangent curve to the left, having a radius of 1006.73 feet and through a central angle of S046'34", northeasterly, 101.49 feet, and the chord of which bears N.66°40'51"E. 101.45 feet to a point of tangency; thence along the northerly line of said Parcel and the southerly line of said Block 1, C & NW Trail Addition, N.63°49'53"E., 217.76 feet to the northeasterly corner of said Parcel and a point in and intersection with the westerly line of South David Street; thence along the easterly line of said Parcel and the westerly line of South David Street, S.0°02'01"E., 143.05 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, parallel to the northerly line of said West Collins Drive, S.63°58'15"W., 195.76 feet to a point; thence along the easterly line of said Parcel, S.26°01'15"E., 87.79 feet to a point in and intersection with the northerly line of said West Collins Drive; thence along the southerly line of said Parcel and the northerly line of said West Collins Drive, S.63°58'15"W., 180.02 feet to the Point of Beginning.

**Acres:** 1.31

**Parcel #3**

**Property Address:** Vacant commercial lot adjoining W. Collins Drive to the South, between S. Ash St and S. David St.

**Legal Description:** A Parcel located in and being a portion of the SW 1/4NE1/4 Section 9, Township 33 North Range 79 West of the 6th P.M., Natrona County, Wyoming, being described as follows:

Beginning at the southwesterly comer of the parcel being described and a point in the northerly line of West Collins Drive and from which point the point of intersection of the northerly line of said West Collins Drive with the easterly line of South Ash Street, both in the City of Casper, Wyoming, bears S.64°02'W., 180.02 feet; thence from said point of beginning and along the westerly line of said parcel and leaving said northerly line of West Collins Drive and also along the westerly line of that certain tract identified as the O.L. Walker Tract, N.25°5T30"W., 87.79 feet to the northwesterly comer of said parcel and also the northwesterly comer of said O.L. Walker Tract; thence along the northerly line of said parcel and O.L. Walker Tract and parallel to the northerly line of said West Collins Drive, N.64°02'E., 196.27 feet to the northeasterly comer of said parcel and a point in and intersection with the westerly line of David Street; thence along the easterly line of said parcel and the westerly line of David Street, S.0°00"03"W., 97.62 feet to the southeasterly comer of said parcel and a point in and intersection with the northerly line of said West Collins Drive; thence along the southerly line of said parcel and the northerly line of said West Collins Drive, S.64°02'W., 153.53 feet to the point of beginning.

**Acres:** 0.35



Exhibit A  
Real Property Lease Number 8-09733 between  
State of Wyoming, Department of Administration & Information,  
General Services Division  
and  
City of Casper  
Page 4 of 4

RESOLUTION NO. 20-68

A RESOLUTION AUTHORIZING REAL PROPERTY LEASE NO. 8-09733 BETWEEN STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, GENERAL SERVICES DIVISION AND THE CITY OF CASPER.

WHEREAS, the Governing Body of the City of Casper is authorized to purchase and hold real and personal property for the City's use; including selling, conveying and leasing real estate W.S. §15-1-103(a)(iii); and,

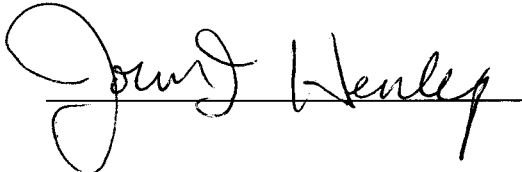
WHEREAS, the Governing Body of the City of Casper is authorized to perform all acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers W.S. §15-1-103(a)(v); and,

WHEREAS, it is in the best interest of the City of Casper to lease the premises described in Real Property Lease No. 8-09733 Between State of Wyoming, Department of Administration & Information, General Services Division and the City of Casper for governmental business, public parking, recreation, downtown civic activities, and other 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 attest, Real Property Lease No. 8-09733 Between State of Wyoming, Department of Administration & Information, General Services Division and City of Casper.

PASSED, APPROVED, AND ADOPTED on this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

March 19, 2020

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

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

SUBJECT: Authorizing a Resolution Establishing an Annexation Policy for Providing City Services to Outside-City Property

Meeting Type & Date  
Regular Council Meeting  
April 7, 2020

Action Type  
Resolution

Recommendation  
That Council, by resolution, establish an annexation policy for providing City services to outside-City property.

Summary  
The City of Casper provides water and sanitary sewer (City Services) to properties within its corporate limits. Owners of real property outside the corporate limits of the City (Outside Property) sometimes request that the City provide City Services. When the City agrees to provide such City Services to Outside Property, it requires execution of an Outside-City Services contract.

It is a substantial benefit to Outside Property owners to receive City Services. When a property is eligible for annexation under Wyoming State Statutes, it may benefit the City to annex the Outside Property. However, significant costs may be incurred in bringing the off-site improvements of a property into compliance with City codes and ordinances.

City Council, at its May 7, 2019 Regular Council Meeting, approved a resolution setting a basic policy regarding annexation requirements for Outside Property receiving City Services. Staff would like to update the policy with language that both strengthens and provides clarification on the existing policy. The newly proposed language includes the following:

1. Section 2(c) - Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
2. Section 2(d) - Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
3. Section 2(e) - Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

4. Section 2(f) - Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

Upon approval of this resolution, the previous annexation policy resolution will be rescinded and outside services contract language would be updated to reflect the language in the new annexation policy resolution. Council members had the opportunity to discuss the proposed changes at their March 17, 2020 Pre-Meeting.

Financial Considerations

None, until Council decides to annex property.

Oversight/Project Responsibility

Not applicable as this is a City Council policy determination by resolution.

Attachments

Resolution



RESOLUTION NO. 20-69

A RESOLUTION ESTABLISHING ANNEXATION POLICY  
FOR PROVIDING CITY SERVICES TO OUTSIDE PROPERTY.

WHEREAS, the City of Casper ("City") provides water, sanitation, and/or sanitary sewer services ("City Services") to those within its corporate limits; and,

WHEREAS, owners of real property outside the corporate limits of the City ("Outside Property), but within reach of City Services exist; and,

WHEREAS, it is sometimes more practical for Outside Property owners to provide their own water and/or sanitary services; and,

WHEREAS, other times, Outside Property owners request the City of Casper to provide City Services; and,

WHEREAS, when the City agrees to provide City Services to Outside Property, it requires the execution of a contract therefor ("Contract"); and,

WHEREAS, it is a substantial benefit to Outside Property Owners and their successors in interest ("Outside Property Owners") to receive City Services; and,

WHEREAS, when a property is eligible for annexation under Wyoming Statutes, it may benefit the City to annex the Outside Property; and,

WHEREAS, significant costs may be incurred in bringing the off-site improvements of a property into compliance with City codes and ordinances; and,

WHEREAS, City Council wants to set a basic policy about annexation requirements for receiving City Services for Outside Property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following annexation policy for providing City Services to Outside Property is hereby established and any previous annexation policy is hereby rescinded.

1. Before the City provides any City Services to Outside Property, it shall require the Outside Property Owner, on behalf of itself and its successors to execute a Contract that runs with the Outside Property and which addresses annexation requirements.

2. City staff shall include provisions in the Contract that address the following:

(a) The Outside Property Owner must annex its property to the City upon request of City Council in accordance with the Contract and Wyoming Statutes; and,

(b) Upon annexation and thereafter, off-site improvements (as defined by Casper Municipal Code Section 16.08.280) must be made and brought up to City Code, and Outside Property Owners

must agree to pay for their and/or their pro-rata share of such improvements should Council require such; and,

(c) Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements ; and,

(d) Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code; and,

(e) Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code; and,

(f) Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements; and,

(g) The costs referenced above for off-site improvements must be funded or paid by the Outside Property Owners, and/or where reasonable, by:

(1) Local Assessment Districts (LAD), for which Outside Property Owners shall not object or protest; and/or,

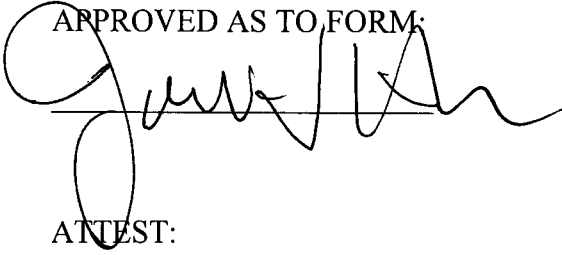
(2) Other methods approved by the Casper Municipal Code, Wyoming State Statute and the City Council;

(h) Payment of reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of the Contract in a court of law; and, at the option of the City, discontinuance of City Services if the Outside Property Owner fails to meet the requirements of the Contract.

3. For good and substantial cause, the City Manager may allow exceptions to provisions that are required in the Contract. By way of example, and not as a limitation, an exception to the requirement of an Outside Property Owner to annex its property upon request of City Council could be allowed if the Outside Property Owner provides an easement for a City public improvement project (e.g., provides a new easement in its property for a City water main) in exchange for receiving City Services to water its horses.

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read 'Fleur Tremel', is written over a horizontal line. The signature is fluid and cursive.

ATTEST:

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Fleur Tremel  
City Clerk


CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Steven K. Freel  
Mayor

April 2, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Cynthia Langston, Solid Waste Division Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Golder Associates, Inc., in the amount of \$74,581, for the Casper Regional Landfill (CRL) Monitoring Upgrades and CRL Cell Planning, Project No. 20-016.

Meeting Type & Date:

Regular Council Meeting  
April 7, 2020

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc. (Golder), for Casper Regional Landfill Monitoring Upgrades and CRL Cell Planning, Project No. 20-016, in the amount of \$74,581.

Summary:

In 2019, the City of Casper hired Golder to complete a work plan to modify the existing groundwater well monitoring network at the Casper Regional Landfill (CRL), existing methane monitoring well network near Metro Road, replace a groundwater monitoring well damaged during composting operations, and to update the financial planning model for future CRL cell closures, post-closures, and new lined cell construction. The results of the work plan recommended the installation of three (3) new, upgradient monitoring wells at the Casper Regional Landfill (CRL), replacement of one (1) damaged groundwater monitoring well at the Casper Closed Balefill, installation of two (2) new methane monitoring probes near Metro Road, prepare interim phase development drawings for the closure of CRL lined Cells, and updating the CRL airspace planning tables to reflect current landfill development sequencing.

The Wyoming Department of Environmental Quality Solid and Hazardous Waste Division (WDEQ/SHWD) determined that the two proposed methane monitoring probes near Metro Road and the compost yard groundwater well work were not eligible for reimbursement through the Landfill Remediation Program (LRP). The methane monitoring probes are being installed as a precautionary safety measure to monitor possible accumulation of methane gas, and City staff had previously damaged the compost yard groundwater well, requiring it to be replaced. The LRP only includes reimbursement for landfill remediation activities associated with the old closed Balefill; therefore, no CRL activities are eligible for reimbursement.

City Staff has reviewed Golder's proposal and recommends Golder to perform the work as part of the CRL Monitoring Upgrades and CRL Cell Planning, Project No. 20-016, for \$74,581.

Financial Considerations:

Funding for this project will be from the City's Balefill Fund reserves.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of April, 2020, by and between the following parties:

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

2. Golder Associates Inc., 7245 W. Alaska Drive, Suite 200, Lakewood, Colorado 80226 ("Consultant").

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

### RECITALS

A. The City is undertaking the Solid Waste Monitoring Upgrades and Landfill Cell Planning, Project No. 20-016.

B. The project requires professional services for the installation of three (3) new, upgradient monitoring wells at the Casper Regional Landfill (CRL), installation of one (1) new monitoring well at the Casper Closed Balefill, installation of two (2) new methane monitoring probes at the Casper Closed Balefill, preparation of interim phase development drawings for the closure of the active CRL Cell 1 as required by Section 18(a)(iv) of the Wyoming Department of Environmental Quality (WDEQ) Municipal Solid Waste Land Regulations, and updating the CRL airspace planning tables to reflect current landfill development sequencing.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project: The Consultant shall perform the following services, as specified under Consultant's Proposal No. P20141933, dated March 19, 2020, excluding and removing the words "on a time-and-materials basis" under the section termed "Task 004 – Phase II

Template 1/3/20 rev 2/10/20  
Consultant's Name: Golder  
Solid Waste Monitoring Upgrades and  
Landfill Cell Planning

Proj. No 20-016

Page 1 of 10

Airspace Planning”, (Attached hereto as Exhibit A and hereby made a part of this Contract).

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 4th day of December 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seventy-Four Thousand Five Hundred Eighty-One and 00/100 Dollars (\$74,581.00).

4. METHOD OF PAYMENT:

Monthly progress payments for undisputed amounts will be made within forty-five (45) days of receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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


6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS

CONSULTANT  
Golder Associates Inc.

By: Terri Phillips

By: Mark McClain

Printed Name: Terri Phillips

Printed Name: Mark McClain

Title: Principal

Title: Principal



## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

All reports, information, data, and other information, given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City, excluding any information disclosed which: (1) can be shown to be widely known and readily accessible to the public; or (2) can be shown from Contractor files to have been known to Contractor prior to any disclosure hereunder; or (3) can be shown to have been received by Contractor from a third party without obligation of confidentiality or (4) is

required to be disclosed by law or judicial or administrative order, or required to be disclosed in the defense of any claim.

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits. Consultant shall also evidence Employers Liability/Stop Gap Coverage.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per claim and in the aggregate.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 04 13 and CG 20 37 04 13).

2. *Primary Coverage*

For any General Liability claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, except with 30 days' notice to the City and 10 days' notice for non-payment of premium.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation (except with respect to the Professional Liability) which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work* and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall require that the City is an additional insured, as provided herein above, on insurance required from subconsultants.

10. *Special Risks or Circumstances*  
Reserved.

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or wilful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



March 19, 2020

Proposal No. P20141933

**Cindie Langston**  
City of Casper  
1883 North Station Road  
Casper, Wyoming 82609

**PROPOSAL FOR SOLID WASTE MONITORING NETWORK UPGRADES AND  
CASPER REGIONAL LANDFILL CELL PLANNING PROJECT; CITY PROJECT 20-016**

Dear Cindie:

At your request, Golder Associates Inc. (Golder) appreciates the opportunity to submit this proposal for upgrades to the Casper Regional Landfill (CRL) environmental monitoring network, non-Landfill Remediation Program (LRP)-reimbursable upgrades to the Closed Casper Bafefill (the Bafefill) environmental monitoring network, and phased development planning tasks for the CRL.

The scope of the environmental monitoring network upgrades work was previously approved under City Contract 203003898. However, previous efforts at completing these scopes of work were unsuccessful due to lack of expertise of the local drilling subcontractor, as further described below. At the City's direction, it was requested that these scopes of work be transitioned to a new City contract, project 20-016. Therefore, Golder proposes the following new tasks under City project 20-016:

- Task 001 – CRL Upgradient Monitoring Well Installation
- Task 002 – Non-LRP Bafefill Methane Monitoring Well and Methane Probe Installation
- Task 003 – CRL Phased Development Plans (new task)
- Task 004 – Phase II Airspace Planning (new task)

The remaining budget associated with the environmental monitoring network upgrades work under City Contract 203003898, less the effort expended to date on the September 2019 attempt at the completion of the work, will be closed in Golder's accounting system to allow for the execution of this work under new City project 20-016. A technical explanation of the unsuccessful attempts at completing this work last year is presented below, followed by a description of the scope of work and costs for each new project task:

**Overview of September 2019 Fieldwork**

Prior to contracting with a driller and commencing fieldwork in 2019 for the installation of the new upgradient groundwater monitoring wells at the CRL and new methane monitoring probes and groundwater monitoring wells at the Bafefill, Golder performed a review of historical drilling and monitoring well installation reports to understand



the hydrogeologic conditions that should be expected during drilling at both sites. Based on the review of historical information, it was understood that subsurface conditions would include unconsolidated quaternary sediments of clay, silt, and sand overlying the Cody Shale at depths ranging from approximately 60 to 70 ft feet below ground surface (ft bgs) and depth to groundwater ranging from approximately 40 to 60 ft bgs. Based on the relatively uncomplicated and shallow nature of the expected drilling conditions and as preferred by City staff, Golder contracted with local drilling subcontractor Henderson Drilling Inc. (Henderson) of Casper, Wyoming, who is experienced with environmental drilling and monitoring well installation in the Casper area. Henderson was contracted to perform the drilling and well installations under Tasks 005 and 006 of this contract. Henderson began drilling at the Balefill and CRL in September 2019.

While drilling the initial borehole for the Balefill replacement groundwater monitoring well M12R (under Task 006), the subsurface conditions encountered were as expected, including unconsolidated, loose sand. However, the sand was discovered to be under pressure beneath the water table. This hydrogeologic setting can result in "heaving" conditions where the loose sand or drill cuttings flow into and up the hollow augers, which can make it very challenging to install a monitoring well. Henderson was not prepared to deal with and/or inexperienced in dealing with installing wells in this challenging hydrogeologic setting. Multiple attempts were made to complete a well in the general area of the proposed M12R location, including two separate boreholes, without success. Henderson was successful in the abandonment of the existing monitoring well M12, which was damaged and required replacement.

A similar situation was encountered at the CRL groundwater monitoring well E13 location (under Task 005). The borehole was left open overnight at the target depth for well installation, against Golder's request; and when the field crew returned the following day, cuttings had heaved/flowed into the augers and Henderson was not able to get a well installed in the borehole. At the time the E13 borehole was determined to be unsuitable for well installation, four days had been spent drilling (between the Balefill and the CRL) without a well completed.

Golder decided to remove Henderson from the project as they did not seem to have the appropriate experience/ qualifications to complete the scope of work under this contract in accordance with Golder's specifications. Golder was able to negotiate with Henderson to avoid incurring drilling charges for the failed work.

### **Task 001 – CRL Upgradient Monitoring Well Installation**

Under this task, Golder will install three (3) new monitoring wells upgradient of the CRL: E-13 to the west of the biosolids composting area, E-14 to the north of the biosolids composting area and south of the C&D cell embankment, and E-15 to the west of the previously defined surface water/wetlands area.

- Golder solicited competitive bids from two qualified drilling subcontractors and has selected Site Services of Golden, Colorado, to perform the drilling and well installations. Golder has proven success with Site Services who is experienced in installing monitoring wells in this specific type of hydrogeologic environment (i.e., pressurized, flowing/heaving sands).
- The monitoring wells will be constructed of 2-inch, Schedule 40, flush-threaded polyvinyl chloride (PVC) well casing, screen, and end cap. The monitoring well screens will be 0.010 mill-slotted with a maximum length of 10 feet. The wells will be installed with 10-20 fraction sand filter packs and will have minimum 2-foot-long hydrated bentonite chip seals installed above the filter packs. The wells will be grouted from above the bentonite seals to the ground surface with positive displacement techniques. The wells will be completed at the surface with 2-by-2-foot by 4-inch-thick concrete pads, steel bollards, and locking steel well vaults.

## Exhibit "A"

Cindie Langston  
City of Casper

Proposal No. P20141933  
March 19, 2020

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- The new monitoring wells will be developed with the use of surge block and bailer methods. Water quality parameters including pH, conductivity, and temperature will be monitored throughout development, and development will continue until a minimum of five well volumes have been purged and water quality parameters are stable. Water quality parameters will be considered stable when there is no more than a 10% difference in three consecutive measurements of pH and conductivity.
- Monitoring well drilling, installation, and completion procedures will be in accordance with the Wyoming State Engineer's Office (WY SEO) Regulations and Instructions, Part III, Water Well Minimum Construction Standards (revised June 2011) for Type III groundwater wells.
- Assumptions made in the budgeting for the drilling and installation of the new monitoring wells include the following:
  - Drilling waste can be disposed at the active Casper Regional Landfill with no cost for tipping fees.
  - Drill cuttings and well purge/development water can be spread on the ground surface near the drill sites.
  - Drill depth for the new monitoring well west of the previously defined surface water/wetlands area will not exceed 100 feet.
  - Drill depths for the new monitoring wells around the biosolids composting area will not exceed 75 feet.

The total cost to perform this task, inclusive of subcontractor costs, survey costs, and Golder management and field oversight, is \$33,330.

### **Task 002 – Non-LRP Balefill Monitoring Well and Methane Monitoring Probe Installation**

Under this task, Golder will re-install and develop new monitoring well M12 and methane monitoring probes MM26 and MM27 at the Balefill. At this time, the Wyoming Department of Environmental Quality (WDEQ) does not anticipate that the costs associated with the installation and monitoring of methane probes MM26 and MM27 will be reimbursable under the LRP. Currently, all LRP-reimbursable fieldwork at the Balefill is proposed to be contracted separately under City project 20-017. To simplify the reimbursement process and attempt to keep reimbursable versus non-reimbursable costs separate, Golder has included the installation, surveying, and monitoring of MM26 and MM27 under this contract. Golder currently has 3 years remaining on our Balefill monitoring contract (City Contract 20300103); therefore, Golder has included budget to monitor MM26 and MM27 through the remainder of the Balefill environmental monitoring contract.

Site Services will perform the drilling and well installations under the same mobilization as the CRL monitoring well installations under Task 001. The same drilling, well installation, and well development scope noted above will apply to the installation of monitoring well M12. Methane probes MM26 and MM27 will be constructed of the same materials and installed in accordance with the same general procedures as the groundwater monitoring wells. For costing purposes, it was assumed that the methane monitoring probes will be installed to a maximum depth of 50 ft bgs with 45 ft of screen.

The total cost to perform this task, inclusive of subcontractor costs, survey costs, and Golder management and field oversight, is \$25,531.

It should be noted that if elevated methane levels are detected in monitoring probes MM26 or MM27 during monitoring, the City may elect to submit costs for reimbursement under the LRP. Costs associated with the

## Exhibit "A"

Cindie Langston  
City of Casper

Proposal No. P20141933

March 19, 2020

monitoring of these probes under this contract will be tracked as a separate subtask to allow for potential future reimbursement requests.

### **Task 003 – Interim Phase Planning Drawings**

As discussed with the City on October 11, 2019, Golder is currently in the process of redesigning the remaining buildout of the Casper Regional Landfill to reduce the amount of leachate collection sumps required and optimize cell construction sequencing. This redesign was not envisioned at the time of scoping and budgeting for our original permit modification contract, City contract 203003898. Section 18(a)(iv) of the WDEQ Municipal Solid Waste Landfill Regulations requires the submittal of "Additional facility plot plans...as necessary to show orderly development and use of the facility through the life of the site" as part of a permit application of modification submittal. While Golder was able to accomplish the redesign work within our existing budget under City contract 203003898, we do not have sufficient budget to prepare these phased development drawings in our current contract. Under this task, Golder will prepare these drawings as part of the permit modification scheduled to be submitted to WDEQ later this year. The total cost to perform this task is \$9,700.

### **Task 004 – Phase II Airspace Planning**

As a result of the CRL redesign, the airspace planning tables the City currently uses to track airspace and budget for cell construction and cell closure costs will become inaccurate. Under this task, Golder will update the airspace planning tables to reflect the revised landfill development sequencing. The total cost to perform this task is \$6,020.

The total cost to provide this scope of services is \$74,581. A breakdown of this cost by labor hours and subcontractor fees is presented in the attached Table 1. Golder proposes to perform this project on a time-and-materials basis under a new professional services contract in accordance with the terms and conditions set forth in the recently negotiated Professional Services Contract for CRL Tier 2 testing dated February 11, 2020.

We appreciate the opportunity to continue to be of service to the City. If you have any questions, please contact the undersigned at (303) 980-0540.

Sincerely,

**Golder Associates Inc.**



Jeff Rusch, PE  
Senior Engineer



Mark McClain  
Principal

JAR/MKS/MEM/rjg

Attachments: Table 1 – Cost Summary

P20141933\_Casper\_200-16\_19MAR20.docx

Exhibit "A"

**TABLE 1**

Cost Summary



RESOLUTION NO. 20-70

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. (GOLDER) FOR THE SOLID WASTE MONITORING UPGRADES AND LANDFILL CELL PLANNING, PROJECT NO. 20-016.

WHEREAS, the City of Casper desires to enter into a Contract for installation of three (3) new, upgradient monitoring wells at the Casper Regional Landfill (CRL), installation of one (1) new monitoring well at the Casper Closed Balefill, installation of two (2) new methane monitoring probes at the Casper Closed Balefill, preparation of interim phase development drawings for the closure of the active CRL Cell 1 as required by Section 18(a)(iv) of the Wyoming Department of Environmental Quality (WDEQ) Municipal Solid Waste Land Regulations, and updating the CRL airspace planning tables to reflect current landfill development sequencing; and,

WHEREAS, the City of Casper desires to have Golder provide the engineering services required for the updates; and,

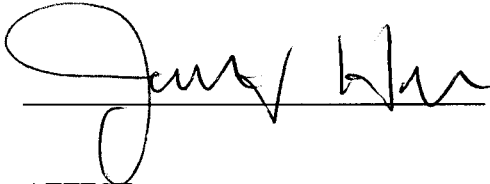
WHEREAS, Golder, is able and willing to provide the required services for Solid Waste Monitoring Upgrades and Landfill Cell Planning, Project No. 20-016.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Golder for this service.

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 contract, equal to a total fixed cost amount of Seventy-Four Thousand Five Hundred Eighty-One and 00/100 Dollars (\$74,581.00).

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

March 24, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Cynthia Langston, Solid Waste Division Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Golder Associates, Inc., in the amount of \$80,915, for the Closed Balefill Monitoring Upgrades, Project No. 20-017

Meeting Type & Date:  
Regular Council Meeting  
April 7, 2020

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc. (Golder), for Closed Balefill Monitoring Upgrades, Project No. 20-017, in the amount of \$80,915.

Summary:  
In 2018, the City of Casper hired Golder to complete a revision of the Casper Solid Waste Environmental Monitoring Plan (EMP) and Assessment of Corrective Measures (ACM) to include plans for monitoring the Casper Closed Balefill gas collection and control system (GCCS), and as required by the Wyoming Department of Environmental Quality's (WDEQ). Results of the revised EMP and ACM and negotiations with the WDEQ Solid Waste and Landfill Remediation Programs recommended installation of three (3) new groundwater monitoring wells and six (6) new methane monitoring probes, all at the Casper Closed Balefill east of Bryan Stock Trail and South of Metro Road.

City Staff has reviewed Golder's proposal and recommends Golder to perform the work as part of the Closed Balefill Monitoring Upgrades, Project No. 20-017, for \$80,915.

Financial Considerations:  
Funding for this project will be from the City's Balefill Fund reserves with reimbursement available under the WDEQ's LRP.

Oversight/Project Responsibility:  
Alex Sveda, Associate Engineer

Memo - Golder  
Closed Balefill Monitoring Upgrades  
Project No. 20-017

Attachments:  
Resolution  
Agreement



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of April, 2020, by and between the following parties:

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

2. Golder Associates Inc., 7245 W. Alaska Drive, Suite 200, Lakewood, Colorado 80226 ("Consultant").

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

### RECITALS

A. The City is undertaking the Closed Balefill Monitoring Upgrades, Project No. 20-017.

B. The project requires professional services for the installation of three (3) new groundwater monitoring wells and six (6) new methane monitoring probes, all at the Casper Closed Balefill which is east of Bryan Stock Trail and South of Metro Road.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project: The Consultant shall perform the following services, as specified under Consultant's Proposal No. P20141989, dated March 19, 2020, excluding and removing the words "on time and materials basis" under the section termed "Costs, Terms and Conditions, and Schedule", (Attached hereto as Exhibit A and hereby made a part of this Contract).

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 4th day of December 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Eighty Thousand Nine Hundred Fifteen and 00/100 Dollars (\$80,915.00).

4. METHOD OF PAYMENT:

Monthly progress payments for undisputed amounts will be made within forty-five (45) days of receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

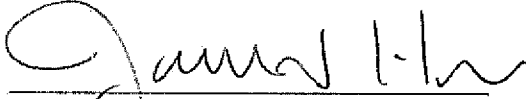
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS

CONSULTANT  
Golder Associates Inc.

By: Terri Phillips

By: Mark McClain

Printed Name: Terri Phillips

Printed Name: Mark McClain

Title: Principal

Title: Principal

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

All reports, information, data, and other information, given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City, excluding any information disclosed which: (1) can be shown to be widely known and readily accessible to the public; or (2) can be shown from Contractor files to have been known to Contractor prior to any disclosure hereunder; or (3) can be shown to have been received by Contractor from a third party without obligation of confidentiality or (4) is

required to be disclosed by law or judicial or administrative order, or required to be disclosed in the defense of any claim.

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
  3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits. Consultant shall also evidence Employers Liability/Stop Gap Coverage.
  4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per claim and in the aggregate.
- C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 04 13 and CG 20 37 04 13).

2. *Primary Coverage*

For any General Liability claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, except with 30 days' notice to the City and 10 days' notice for non-payment of premium.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation (except with respect to the Professional Liability) which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.



- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall require that the City is an additional insured, as provided herein above, on insurance required from subconsultants.

10. *Special Risks or Circumstances*  
Reserved.

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



March 19, 2020

Proposal No. P20141989

**Ms. Cindie Langston**  
City of Casper  
1883 North Station Road  
Casper, Wyoming 82609

**PROPOSAL FOR CLOSED BALEFILL MONITORING UPGRADES; CITY PROJECT 20-017**

Ms. Langston:

At the request of the City of Casper (the City), Golder Associates Inc. (Golder) is submitting this proposal to complete the Closed Casper Balefill (the Balefill) environmental monitoring network upgrades field program. The field program is currently included in City Contract 20300105 (task 0001), but the scope of work for this program has changed since this contract was awarded. Golder proposes to keep existing tasks that have not been started in City Contract 20300105 active through completion under 20300105. This applies to existing tasks 002-Environmental Monitoring Plan (EMP) Updates and 003-Assessment of Corrective Measures (ACM) Update. Existing task 005-CRL Airspace Planning, Cell Construction & Closure Cost Estimates, and Financial Model Updates is complete so will be closed in the existing contract and will not be required in a new contract.

At the direction of the City, the remaining tasks currently on City Contract 20300105 will be transferred to a new project and closed in existing City Contract 20300105. This includes the following tasks:

- Task 001 – Upgrades to the Environmental Monitoring Network
- Task 004 – Meetings

Task 001 currently includes three subtasks: Environmental Monitoring Network Upgrades Work Plan, Environmental Monitoring Network Upgrades Field Program, and Environmental Monitoring Network Upgrades Report under Contract 20300105. Golder requests that these three subtasks be separated into three discrete tasks (Tasks 001 through Task 003) in the new contract (City Project 20-017). The scope of work and costs for each task are summarized below:

**Tasks 001 through 003 – Upgrades to the Environmental Monitoring Network**

This new proposal includes Golder labor to obtain final WDEQ approval of the Work Plan for Environmental Monitoring Network Upgrades – Methane Monitoring Wells (Task 001), drilling subcontractor and Golder oversight costs for the drilling and installation of three groundwater monitoring wells and six methane monitoring probes (Task 002) at the Balefill, and Golder labor for Environmental Monitoring Network Upgrades reporting (Task 003).

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Golder Associates Inc.  
7245 W Alaska Drive, Suite 200, Lakewood, Colorado, USA 80226

T: +1 303 980-0540 F: +1 303 985-2080

## Exhibit "A"

Ms. Cindie Langston  
City of Casper

Proposal No. P20141989  
March 19, 2020

Prior to contracting with a driller and commencing fieldwork in 2019 for the installation of the new upgradient groundwater monitoring wells at the Casper Regional Landfill (CRL) and new methane monitoring probes and groundwater monitoring wells at the Closed Casper Balefill, Golder performed a review of historical drilling and monitoring well installation reports to understand the hydrogeologic conditions that should be expected during drilling at both sites. Based on the review of historical information, it was understood that subsurface conditions would include unconsolidated quaternary sediments of clay, silt, and sand overlying the Cody Shale at depths ranging from approximately 60 to 70 ft below ground surface (ft bgs) and depth to groundwater ranging from approximately 40 to 60 ft bgs. Based on the relatively uncomplicated and shallow nature of the expected drilling conditions, Golder contracted with local drilling subcontractor Henderson Drilling Inc. (Henderson) of Casper, WY who is experienced with environmental drilling and monitoring well installation in the Casper area. Henderson was contracted to perform the drilling and well installations under Task 001. Henderson began drilling at the Casper Balefill and Casper Regional Landfill in September 2019.

While drilling the initial borehole for the Casper Balefill replacement groundwater monitoring well M12R (City contract 20300389, Task 006), the subsurface conditions encountered were as expected, including unconsolidated, loose sand. However, the sand was discovered to be under pressure beneath the water table. This hydrogeologic setting can result in "heaving" conditions where the loose sand or drill cuttings flow into and up the hollow augers, which can make it very challenging to install a monitoring well. These conditions were encountered at the M12R location. Henderson was not prepared to deal with and/or inexperienced in dealing with installing wells in this challenging hydrogeologic setting. Multiple attempts were made to complete a well in the general area of the proposed M12R location, including two separate boreholes, without success.

A similar situation was encountered at the Casper Regional Landfill groundwater monitoring well E13 location (City contract 20300389, Task 005). The borehole was left open overnight at the target depth for well installation, against Golder's request, and when the field crew returned the following day, cuttings had heaved/flowed into the augers and Henderson was not able to get a well installed in the borehole. At the time the E13 borehole was determined unsuitable for well installation, four days had been spent drilling (between the Balefill and the CRL) without a well completed.

Golder decided to remove Henderson from the project as they did not seem to have the appropriate experience/qualifications to complete the scope of work under contract 20300389 per Golder's specifications. At the time Henderson was removed from this project (City contract 20300389), no field work had been done on City Contract 20300105, the Balefill ACM and EMP Update project.

Additionally, the original scope of work for the ACM and EMP update project (City Contract 20300105) included the installation of just three methane monitoring probes at the Closed Casper Balefill. Prior to, and after the start of the September 2019 drilling program, the City, Golder, and the Wyoming Department of Environmental Quality (WDEQ) were negotiating the appropriate number of methane monitoring probes to install around the old landfill area south of Metro Road and east of Bryan Stock Trail. After numerous teleconferences, the WDEQ requested and approved the installation of three additional methane monitoring probes (MM-23, MM-24, and MM-25), for a total of six Landfill Remediation Program- (LRP-) eligible methane monitoring probes around the old landfill area. These three additional methane monitoring probes were not included in the original contract.

## Exhibit "A"

Ms. Cindie Langston  
City of Casper

Proposal No. P20141989  
March 19, 2020

In early March 2020, Golder solicited competitive bids from two qualified drilling subcontractors and has selected Site Services of Golden, CO to perform the drilling and well installations. Golder has proven success with Site Services who is experienced in installing monitoring wells in this specific type of hydrogeologic environment (i.e., pressurized, flowing/heaving sands).

### ***Groundwater and Methane Monitoring Well Details***

Groundwater and methane monitoring well borings will be drilled using hollow stem auger methods. As agreed upon with the City and WDEQ, groundwater monitoring wells M-28, M-29, and M-30 will be installed at the compliance boundary (i.e., approximately 150 meters from the waste boundary). The proposed new monitoring well M-28 will be a single, "shallow" completion installed to monitor the first occurrence of groundwater beneath the site. The proposed new monitoring wells M-29 and M-30 will be a dual completion (i.e., one "shallow" completion and one "deep" completion at a single location but separate boreholes). New monitoring well M-29 will be the "shallow" completion installed to monitor the first occurrence of groundwater beneath the site and M-30 will be the "deep" completion installed to monitor the same interval (weathered Cody Shale bedrock) as existing monitoring wells M-19 and M-25. For health and safety purposes, the borehole area will be monitored for the presence of volatile organic compounds with the use of a photoionization detector (PID) equipped with a 10eV lamp.

Groundwater levels will be monitored at the M-28 and M-30 locations for the selection of the monitoring well screen interval. For costing purposes, it has been assumed that the two shallow wells will be drilled to a maximum depth of 75 feet below ground surface (ft bgs) and the deep well, M-30, will be drilled to a maximum depth of 100 ft bgs. These estimates are based on the drilled and installation depths of nearby existing monitoring wells M-2, M-7, M-14, M-19, M-22, M-25, AS-2, and AS-3, and the existing ground surface elevations of the proposed well locations and the most recent potentiometric surface data. Monitoring wells will be constructed of 2-inch, Schedule 40, flush-threaded PVC well casing, screen, and end caps. Monitoring well screens will be 0.010 mill-slotted with a maximum length of 10 feet. The wells will be installed with a 10-20 fraction sand filter pack and each well will have a minimum 2-foot long hydrated bentonite chip seal installed above the filter pack. The wells will be grouted from above the bentonite seal to the ground surface with positive displacement techniques. Each well will be completed at the surface with a 2-foot by 2-foot by 4-inch thick concrete pad and locking steel well vault. The newly installed monitoring wells will be developed with the use of surge block and bailer methods. Water quality parameters including pH, conductivity and temperature will be monitored throughout development and development will continue until a minimum of five well volumes have been purged and water quality parameters are stable. Water quality parameters will be considered stable when there is no more than a ten percent difference in three consecutive measurements of pH and conductivity.

Monitoring well drilling, installation, and completion procedures will be in accordance with the Wyoming State Engineer's Office (WY SEO) Regulations and Instructions, Part III, Water Well Minimum Construction Standards (Revised June 2011) for Type III groundwater wells. Drilling, installation and completion procedures and details are provided in the September 4, 2019 Work Plan. This Work Plan was approved by WDEQ on September 16, 2019.

Methane monitoring wells MM-20, MM-21, MM-22, MM-23, MM-24, and MM-25 will be constructed of the same materials, and installed per the same general procedures, as the groundwater monitoring wells. For costing purposes, it has been assumed that the methane monitoring probes will be installed to a maximum depth of 50 ft bgs with 45 ft of screen. The general locations of the methane monitoring wells are identified in the

## Exhibit "A"

Ms. Cindie Langston  
City of Casper

Proposal No. P20141989  
March 19, 2020

September 16, 2019 Methane Monitoring Well Installation Work Plan. Drilling, installation and completion procedures and details for the methane monitoring wells are provided in the September 16, 2019 Methane Monitoring Well Installation Work Plan. The methane monitoring wells will be completed with air-tight locking plugs. The September 16, 2019 Methane Monitoring Well Installation Work Plan has not been approved by WDEQ and includes MM-26 which will not be installed and MM-27 and MM-28 that will be installed by the City under a separate contract.

The assumptions that have been made for scoping the field program include the following:

- Drilling waste, including but not limited to, packing materials, bags, plastic sleeves, abandoned well casing/screen and surface completions can be disposed of at the active Casper Regional Landfill with no cost for tipping fees.
- Surveying of the locations and elevations of M-28, M-29, M-30, MM-20, MM-21, MM-22, MM-23, MM-24, and MM-25 can be completed in a single mobilization and at the same time as surveying of other new wells installed at the Bafefill and Regional Landfill under separate contract.
- Drill cuttings and well purge/development water can be spread on the ground surface near each drill site. Containerization of drill cuttings and purge/development water will not be performed.
- Drilling depths for M-28 and M-29 will not exceed 75 ft each, or an average of 75 ft each between the two borings.
- Drilling depth for M-30 will not exceed 100 ft.
- Drilling depths for MM-20, MM-21, MM-22, MM-23, MM-24, and MM-25 will not exceed 50 ft each, or an average of 50 ft each for all borings.
- The drilling and well installations described in this proposal will be done at the same time as other Bafefill and Regional Landfill drilling and well installations performed under separate contract.

### Task 004 – Meetings

Golder proposes two teleconference meetings and one in-person meeting in Casper. It is anticipated that these meetings may be required leading up to, and throughout completion, of the field program and for discussions related to the EMP update(s). It is anticipated that the in-person meeting will be used to discuss revisions to the ACM.

### Costs, Terms and Conditions, and Schedule

The total budget for the four tasks outlined herein is \$80,915. This amount will not be exceeded without prior written approval from the City. Golder proposes to perform this work on a time and materials basis per the terms set forth in the recently negotiated Professional Services Contract dated February 11, 2020. This work should be completed prior to the September 2020 environmental monitoring event. Golder currently plans to start the field program in July 2020 and will keep the City informed of the project schedule.

## Exhibit "A"

Ms. Cindie Langston  
City of Casper

Proposal No. P20141989  
March 19, 2020

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### Closing

We appreciate the opportunity to continue to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

### Golder Associates Inc.



Matt Somogyi  
Senior Hydrogeologist



Mark McClain  
Principal

MKS/MEM/ds

CC: Alex Sveda, City of Casper

Attachments: Table 1 –Cost Estimate

[https://golderassociates.sharepoint.com/sites/1885816/proposal\\_project\\_management/admin-deliverables/prop\\_rev1\\_19mar20/p20141989\\_scm\\_emp\\_updates\\_prop\\_rev1\\_19mar20.docx](https://golderassociates.sharepoint.com/sites/1885816/proposal_project_management/admin-deliverables/prop_rev1_19mar20/p20141989_scm_emp_updates_prop_rev1_19mar20.docx)

**Table 1 - Cost Estimate**



Exhibit "A"

March 2020

P20141989

**Table 1: Cost Estimate**  
**Environmental Monitoring Network Improvements, EMP and ACM Updates - Casper Balefill**  
**City of Casper; Golder Associates Inc. (Golder)**

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLIER	SUBTOTAL
<b>Phase 001 - Environmental Monitoring Network Upgrades Work Plan</b>					
<b>Environmental Monitoring Network Upgrades Work Plan</b>					
Golder Project Director	1	HR	\$ 190.00	1.00	\$ 190.00
Golder Project Manager	15	HR	\$ 165.00	1.00	\$ 2,475.00
Golder Drafting/GIS	2.0	HR	\$ 125.00	1.00	\$ 250.00
Golder Clerical	2.0	HR	\$ 65.00	1.00	\$ 130.00
<b>Task Subtotal</b>					<b>\$ 3,045.00</b>
<b>Phase 002 - Environmental Monitoring Network Upgrades Field Program</b>					
<b>Environmental Monitoring Network Upgrades Field Program</b>					
Golder Project Director	6	HR	\$ 190.00	1.00	\$ 1,140.00
Golder Project Manager	24	HR	\$ 165.00	1.00	\$ 3,960.00
Golder Staff Hydrogeologist	165	HR	\$ 110.00	1.00	\$ 18,150.00
Golder Hydrogeologist, per diem	14	ea	\$ 144.00	1.00	\$ 2,016.00
Golder Vehicle, per day including fuel	14	Day	\$ 110.00	1.00	\$ 1,540.00
Rental equipment (PID, water quality meter, water level meter)	2	week	\$ 650.00	1.10	\$ 1,430.00
Drilling Subcontractor	1	each	\$ 28,710.00	1.10	\$ 31,581.00
Surveying Subcontractor	1	each	\$ 2,500.00	1.10	\$ 2,750.00
<b>Task Subtotal</b>					<b>\$ 62,567.00</b>
<b>Phase 003 - Environmental Monitoring Network Upgrades Report</b>					
<b>Environmental Monitoring Network Upgrades Report</b>					
Golder Project Director	3	HR	\$ 190.00	1.00	\$ 570.00
Golder Project Manager	28	HR	\$ 165.00	1.00	\$ 4,620.00
Golder Hydrogeologist	12	HR	\$ 100.00	1.00	\$ 1,200.00
Golder Drafting/GIS	5	HR	\$ 125.00	1.00	\$ 625.00
Golder Clerical	5	HR	\$ 66.00	1.00	\$ 325.00
<b>Task Subtotal</b>					<b>\$ 7,340.00</b>
<b>Phase 004 - Meetings - Teleconference - In-Casper</b>					
<b>Two Meetings Via Teleconference</b>					
Golder Project Director	6	HR	\$ 190.00	1.00	\$ 1,140.00
Golder Project Manager	6	HR	\$ 165.00	1.00	\$ 990.00
<b>Meeting in Casper</b>					
Golder Project Director	15	HR	\$ 190.00	1.00	\$ 2,850.00
Golder Senior Engineer	15	HR	\$ 165.00	1.00	\$ 2,475.00
Per Diem (per person, per day for 1 day each)	2	Day	\$ 144.00	1.00	\$ 288.00
Golder Vehicle, per day including fuel	2	Day	\$ 110.00	1.00	\$ 220.00
<b>Task Subtotal</b>					<b>\$ 7,963.00</b>
<b>TOTAL (in 2020 dollars):</b>					<b>\$ 80,915</b>

Notes:

- Costs are based on the quantity of units shown. If additional units are added by the Owner (e.g., more meetings added), the costs will increase.
- Costs are in 2020 dollars. If services extend beyond 2020, unit rates shall increase by 3% per year.



RESOLUTION NO. 20-71

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. (GOLDER) FOR THE CLOSED BALEFILL MONITORING UPGRADES, PROJECT NO. 20-017.

WHEREAS, the City of Casper desires to enter into a Contract for the installation of three (3) new groundwater monitoring wells and six (6) new methane monitoring probes, all at the Casper Closed Balefill which is east of Bryan Stock Trail and South of Metro Road.; and,

WHEREAS, the City of Casper desires to have Golder provide the engineering services required for the updates; and,

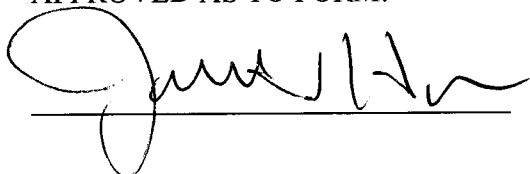
WHEREAS, Golder, is able and willing to provide the required services for Closed Balefill Monitoring Upgrades, Project No. 20-017.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Golder for this service.

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 contract, equal to a total fixed cost amount of Eighty Thousand Nine Hundred Fifteen and 00/100 Dollars (\$80,915.00).

PASSED, APPROVED, AND ADOPTED this 7<sup>th</sup> day of April, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Steven K. Freel  
Mayor

March 19, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist *cmg*  
SUBJECT: Approve Transfer of Ownership for Restaurant Liquor License No. 31,  
Himalayan Indian Cuisine, LLC, d/b/a Himalayan Indian Cuisine.

Meeting Type & Date

Regular Council Meeting

April 7, 2020

Action type

Minute Action

Recommendation

That Council, by minute action, approve the transfer of ownership for Himalayan Indian Cuisine, LLC d/b/a Himalayan Indian Cuisine, located at 232 East 2nd Street Suite 100B.

Summary

City staff received notification that on January 1, 2020 the ownership changed for Restaurant Liquor License No 31, Himalayan Indian Cuisine, LLC d/b/a Himalayan Indian Cuisine. The liquor license was held in Nima Sherpa's name. The new owner is Sapana Chitter who will hold 100% interest.

Per Municipal Code 5.08.320 Restaurant liquor licenses cannot be transferred to another location but they can change ownership with the approval of the City Council. No public hearing or publications are required for this transfer.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Nima Sherpa

Dear Carla Mills-Laatsch,

Date 3/6/2020

I, Nima Sherpa, am notifying you, Carla Mills-Laatsch that I sold my share of Himalayan cuisine <sup>LLC</sup> known as Himalayan Indian Cuisine on 232 E. 2<sup>nd</sup> street 100B, Casper, Wyoming to Sapana Chettri since 1/1/2020. 100% sold and I no longer own any stake in this business please transfer liquor license to Sapana Chettri . If you have any questions for me or need any more information, please feel free to reach out to me @ [Sherpa.Nima@me.com](mailto:Sherpa.Nima@me.com) and thank you for all your help.

  
Nima Sherpa

  
Sapana Chettri

State of Colorado  
County of Eagle

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of March 2020

by Nima Sherpa  
who is personally known to me or has produced

Carol O'Brien as identification

  
Notary's Signature

**QUETZALCOHATL CARDENAS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20194025883**  
**MY COMMISSION EXPIRES 07/29/2023**