

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, January 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)

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE DECEMBER 17, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 26, 2019
4. CONSIDERATION OF MINUTES OF THE DECEMBER 17, 2019 EXECUTIVE SESSION – LAND ACQUISITION AND PERSONNEL

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5. CONSIDERATION OF BILLS AND CLAIMS
6. MAYOR POWELL COMMENTS
7. ELECTION FOR MAYOR FOR CALENDAR YEAR 2020
8. ELECTION OF VICE-MAYOR FOR CALENDAR YEAR 2020
9. CITY CLERK TREMEL ISSUES OATH OF OFFICE TO NEWLY-ELECTED MAYOR AND VICE-MAYOR
10. COUNCIL SEATING RESET
11. COMMENTS BY NEWLY-ELECTED LEADERSHIP
12. PRESENTATION TO 2019 MAYOR
13. COMMUNICATIONS
 - A. From Persons Present
14. PUBLIC HEARINGS
 - A. Ordinance
 1. Amendment to Section 10.24.020 of the Casper Municipal Code Pertaining to the **Metro Road Speed Zone.**
 - B. Consideration of an **Appeal of the Planning and Zoning Commission’s Decision to Deny a Zone Change** of a 2.8-acre portion of **Tract 4, North Platte River Park Addition**, Generally Located at the Corner of Events Drive and North Poplar Street, North of Wilkins Way, From PH (Park Historic) to C-4 (Highway Business).
 1. Resolution – Upholding the Decision to Deny the Zone Change
 2. Ordinance – Granting the Zone Change (1st reading of 3)
 - C. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the **Annexation of Properties Along the West Side of South Poplar, South of West 50th Street;** and the **Zoning of Said Properties** as AG (Urban Agriculture), Complies with W.S. 15-1-402.
 1. Resolution.
 2. **Third reading Ordinance** Approving Annexation, and Zoning of Properties Along the West Side of South Poplar, South of West 50th Street.

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15. THIRD READING ORDINANCES

A. Approving a Plat and Subdivision Agreement for the **Fairgrounds Home Addition No. 2.**

1. Communications from Persons Present

16. FIRST READING ORDINANCE

A. Granting a **Telecommunications Franchise** to **InTTec, Inc.**, a Wholly-owned Subsidiary of Visionary Communications, Inc.

1. Communications from Persons Present

17. RESOLUTIONS

A. Consent

1. Authorizing a Repayment Agreement for **Transit Buses** between the City of Casper and **Casper Area Transportation Coalition**, in an Amount not to Exceed \$119,345.60.
2. Approving Amendment No. 2 to the Contract for Professional Services with **Nelson/Nygaard Consulting Associates, Inc.**, for the **Casper Area Long Range Transportation Plan.**
3. Authorizing a Permit to Encroach on Public Right-of-Way with the **Wyoming Department of Transportation** for the **Morad Park to Walmart Trail.**
4. Authorizing a Transportation Alternatives Program Agreement with the **Wyoming Department of Transportation**, in the Amount of \$210,364 for the **Midwest Avenue Bike Lane and Pedestrian Development.**
5. Authorizing an Agreement with **Sheet Metal Specialties, Inc.**, in the Amount of \$88,000 for the **Hogadon Lodge Cooling Coil Retrofit Project.**
6. Authorizing a Pro-Forma Invoice with **Rocky Mountain Power**, in the Amount of \$370,472 to Convert Overhead Power to Underground as Part of the **Midwest Avenue Reconstruction - Elm Street to Walnut Street Project.**
7. Authorizing Amendment No. 1 to the Operator-Led Cleanup Landfill Remediation Agreement with the **Wyoming Department of Environmental Quality**, in the Amount of \$500,000, for a Total Amount of \$4,500,000, for the **Closed Casper Balefill Remedial Program.**
8. Authorizing the **Release of a Real Estate Mortgage and Mortgage Extension** with the **12-24 Club, Inc.**

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17. RESOLUTIONS (continued)

A. Consent

9. Authorizing an Agreement with **Crown Construction LLC**, in the Amount of \$126,950, for the **Center Street Railing Replacement Project**.
10. Authorizing a Procurement Agreement with **DC Frost Associates, Inc.**, in the Amount of \$40,320.74, for 18 Wiper Kits and Associated Parts to be used on the **Ultra Violet Disinfection System** at the Sam H. Hobbs Wastewater Treatment Plant.
11. Authorizing Amendment No. 1 to the Procurement Agreement with **DC Frost Associates, Inc.**, to **Modify or Remove certain Conditions of the Original Agreement**.

18. MINUTE ACTION

A. Consent

1. Designating the **Casper Journal** and the **Casper Star-Tribune** as the City's Official Newspaper for the Calendar Year 2020.
2. Designating the following Banks as **Approved Depositories** of City of Casper Funds for Calendar Year 2020: **First Interstate Bank, USbank, Platte Valley Bank, Hilltop National Bank, and ANB Bank**.
3. Authorizing the Appointment of **Greg B. Groves** to the **Civil Service Commission** for a Three (3) Year Term Expiring December 31, 2022.
4. Reappointing Members **Adam Hall, Zac Horner, and Andrew Elston** to the **Board of Examiners and Appeals, and Contractors Licensing Board**.
5. Appointment of the Following Individuals to the **Casper Historic Preservation Commission; Robin Broumley, Jeffrey C. Bond, Jr., Maureen M. Lee, Connie Thompson Hall, Anthony Jacobson, Carolyn Buff, and Paul James Yurkiewicz**.
6. Reappointing **Richard Jay** to the **Casper Public Utilities Advisory Board** for a Six-Year Term ending December 31, 2025.
7. Authorizing the Issuance of a **Taxicab Company License** to Michael Donohue, d/b/a **Eagle Cab**, Located at 2804 Coulter Drive.

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

20. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, January 21, 2020– Council Chambers

6:00 p.m. Tuesday, February 4, 2020 – Council Chambers

Work sessions

4:30 p.m. Tuesday, January 14, 2020 – Council Meeting Room

4:30 p.m. Tuesday, January 28, 2020– Council Meeting Room

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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
December 17, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, December 17, 2019. Present: Councilmembers Bates, Cathey, Freel, Hopkins, Huber, Lutz, Pacheco, and Mayor Powell. Absent: Councilmember Johnson.

Moved by Councilmember Pacheco, seconded by Councilmember Freel, to, by minute action, excuse the absence of Councilmember Johnson. Motion passed.

2. PLEDGE OF ALLEGIANCE

Citizen Bob King presented information on the history of the Pledge of Allegiance. The Boys and Girls Club Youth Leadership group led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Bates, to, by minute action, approve the minutes of the December 3, 2019, regular Council meeting, as published in the Casper-Star Tribune on December 13, 2019. Motion passed.

4. MINUTES

Moved by Councilmember Lutz, seconded by Councilmember Bates, to, by minute action, approve the minutes of the December 10, 2019, special Council meeting, as published in the Casper-Star Tribune on December 16, 2019. Motion passed.

5. EXECUTIVE SESSION MINUTES

Moved by Councilmember Cathey, seconded by Councilmember Pacheco, to, by minute action, approve the minutes of the December 10, 2019, executive session. Motion passed.

6. BILLS & CLAIMS

Moved by Councilmember Hopkins, seconded by Councilmember Freel, to, by minute action, approve payment of the December 17, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 12/17/19		
71Const	Goods	411.54
AMBI	Services	429.48
ABaedke	Reimb	62.98
AceHrdwr	Goods	140.26
AffltsinCounseling	Services	1,200.00
AllTrees	Services	1,990.00
Alluretech	Utilities	42.00
Alsco	Services	955.18
AmeriTech	Services	775.32
Amerigas	Goods	1,339.22
AtlasOffice	Goods	2,632.41

AtlasRprdcton	Services	42.00
B32Eng	Services	1,089.06
BnkofAmerica	Goods	75,431.64
BnrndRealEstate	Services	100.00
BHEnergy	Services	9,807.52
BPotter	Reimb	173.19
BreckMedia	Services	156.00
CascadeFireEquip	Goods	4,725.00
CATC	Funding	111,310.44
CsprElect	Services	849.96
CsprPD	Funding	50.00
CsprPblcUtl	Utilities	349,693.36
CsprStarTrib	Ads	3,367.20
CsprTire	Goods	70.00
CWRW	Funding	268,127.25
CnrtlWyDrain	Services	100.00
CenturyLink	Utilities	16,615.84
CH2M Hill	Projects	6,496.90
ChalkButtesLnscpng	Services	8,834.42
CityofCasper	Services	103,886.90
CivilEng	Services	81,074.73
CMITeco	Goods	42,395.46
CmprssnLsng	Services	2,093.28
Convergeone	Services	983.20
CPU	Goods	7,124.40
CZiehl	Reimb	150.00
DavidsonFxd	Services	4,117.51
DeltaDental	Services	32,498.07
DFS	Services	110.00
DigitalSkylns	Goods	995.00
DJones	Reimb	100.00
Econolite	Goods	8,415.00
EmrgncyMd	Services	899.40
Empco	Goods	1,770.00
EngDsgnAssoc	Services	5,265.00
EnvrnmntlSys	Services	58,500.00
FrgrndsPlza	Funding	74,631.63
FrmrBrthrs	Goods	330.98
FirstData	Services	4,450.03
FirstIntrstBk	Services	8,848.00
Galls	Services	3,626.38
GarageDrDudes	Services	125.00
GeotecInd	Goods	170.00
GlobalEquip	Goods	1,817.14
GolderAssoc	Projects	19,107.86

Grainger	Goods	1,298.69
HabitatHumanity	Funding	6,500.00
HachCo	Goods	1,037.59
HDREng	Projects	6,733.04
HiteckComm	Services	811.00
Homax	Goods	25,784.48
Hwrdspply	Goods	330.09
HydroProd	Goods	6,945.00
IntradoIntrctv	Goods	3,280.00
JHatcher	Reimb	353.56
KnifeRvr	Projects	7,657.83
LNCurtis	Goods	4,530.00
LisasSpicSpan	Services	335.00
LongBldg	Services	11,178.65
MDay	Reimb	100.00
MonsonJntrl	Services	4,079.81
Motorola	Goods	3,954.33
MtnWest	Utilities	7,673.74
NewLifeTrans	Services	966.80
Norco	Goods	656.70
NrthWstrnUnv	Services	4,785.00
OneCallWY	Services	389.25
Pedens	Goods	40.00
PepperTnk	Goods	3,200.00
Pepsi	Goods	554.06
PlshdCncrt	Services	6,520.00
PMCH	Services	20,000.00
RlrdMgmt	Services	5,885.73
RecyklingInd	Goods	1,185.00
ReliantFCU	Services	50.00
RsltInd	Goods	3,445.00
Ricoh	Goods	294.05
RckyMtnPwr	Utilities	120,984.80
RodolphBrths	Services	791.00
RooterSwrSvcs	Services	4,496.19
SafetyKleen	Services	456.00
SCogdill	Reimb	258.28
ShoshoneDist	Goods	448.00
Smarsh	Services	3,680.50
StantecCnslt	Services	31,255.51
SterlingInfo	Services	696.02
SWIInc	Services	435.15
TArmijo	Reimb	150.00
TBaker	Services	299.00
TGlaser	Reimb	117.21

ThreeTrls	Services	30,680.00
TopOffice	Services	177.13
Trihydro	Services	22,865.43
TylerTech	Services	5,629.55
Uniforms2gear	Goods	1,496.93
UrgentCare	Services	2,637.00
VikingCrane	Services	120.00
WamcoLbs	Services	1,800.00
WrdwellWtr	Utilities	15.35
WestPlnsEng	Services	500.00
WstrnWtrCnslt	Services	19,653.40
WLCEng	Services	7,868.38
WYAsscRuralWtr	Services	450.00
WYMchnry	Goods	9,999.75
WYPwrWsh	Services	1,504.47
WYSteel	Goods	39.50
Xerox	Services	221.08
ZollMdCrp	Goods	109,665.00
Total		1,850,448.17

7. COMMUNICATIONS FROM PERSONS PRESENT

Max Martinez, 761 W. 50th, requested help getting permission to build an ADA compliant garage on his property, but had not applied because he was told it was unlikely to be approved. Mayor Powell was unsure how Council could assist if no application has been made, and City Manager Napier agreed that the Planning and Zoning Commission (Commission) would need to consider the request first. Councilmember Bates requested that the City Planner address Council. Craig Collins, City Planner, indicated that the Commission would be the first step in reviewing this, but if the request was denied Council would not hear the appeal. He stated that our ordinance requires the District Court to hear the appeal for a case like this. Mayor Powell urged Mr. Martinez to ask for consideration with the Commission.

Also addressing Council were: Tracy Lamont, 721 E. 12th, regarding various issues; and several Boys and Girls Club leadership members who shared how they would like to see Casper improve and asked about the history of Casper and why members chose to serve on Council. Councilmembers shared their experiences with the group, thanked them for their interest and participation, and urged them to continue being active in the community.

8. ESTABLISH PUBLIC HEARING

Moved by Councilmember Pacheco, seconded by Councilmember Cathey, to, by minute action: establish January 7, 2020, as the public hearing date for the consideration of an amendment to Section 10.24.020 of the Casper Municipal Code pertaining to the Metro Road Speed Zone. Motion passed.

9.A PUBLIC HEARING - RESOLUTION

Mayor Powell opened the public hearing for the consideration of the submission of a Wyoming Business Council Grant for the First Street Gateway project.

City Attorney Henley entered two (2) exhibits: correspondence from Jolene Martinez to J. Carter Napier, dated December 3, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated December 9, 2019. City Manager Napier provided a brief report.

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

Following resolution read:

RESOLUTION NO. 19-239
A RESOLUTION AUTHORIZING SUBMISSION OF AN
APPLICATION TO THE WYOMING BUSINESS COUNCIL
COMMUNITY ENHANCEMENT GRANT PROGRAM.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Bates. Motion passed.

9.B.1 PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the transfer of ownership for Retail Liquor License No. 36, owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, located at 410 South Ash Street.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated December 5, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated December 9, 2019; an affidavit of website publication, as published on the City of Casper website, dated December 5, 2019; an affidavit of notice of conspicuous posting, as posted at 410 South Ash, dated December 5, 2019; and the liquor license application filed November 14, 2019. City Manager Napier provided a brief report.

Speaking in support was John Griffith, applicant.

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

Moved by Councilmember Freel, seconded by Councilmember Lutz, to, by minute action, authorize the transfer of ownership of Retail Liquor License No. 36. Motion passed.

9.B.2 PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the issuance of new Bar and Grill Liquor License No. 12 for Adegga, LLC., d/b/a Qdoba Mexican Eats, located at 5030 East 2nd Street.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated December 5, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated December 9, 2019; an affidavit of website publication, as published on the City of Casper website, dated December 5, 2019; an affidavit of notice of conspicuous posting, as posted at 5030 East 2nd Street, Suite 1, dated December 5, 2019; and the liquor license application filed November 15, 2019. City Manager Napier provided a brief report.

Speaking in support was Nick Hill, applicant.

There being no others to speak for or against the issues involving Bar and Grill Liquor License No. 12, the public hearing was closed.

Moved by Councilmember Pacheco, seconded by Councilmember Huber, to, by minute action, authorize the issuance of Bar and Grill Liquor License No. 12. Councilmember Freel abstained. Motion passed.

9.B.3 PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the issuance of new Bar and Grill Liquor License No. 13 for EDG, LLC., d/b/a Qdoba Mexican Eats, located at 4009 CY Avenue.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated December 5, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated December 9, 2019; an affidavit of website publication, as published on the City of Casper website, dated December 5, 2019; an affidavit of notice of conspicuous posting, as posted at 4009 CY Avenue, dated December 5, 2019; and the liquor license application filed November 15, 2019.

There being no one to speak for or against the issues involving Bar and Grill Liquor License No. 13, the public hearing was closed.

Moved by Councilmember Huber, seconded by Councilmember Bates, to, by minute action, authorize the issuance of Bar and Grill Liquor License No. 13. Councilmember Freel abstained. Motion passed.

10.A ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 32-19

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE CREATING THE DEWALD DIVIDE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

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

David Dewald, applicant, addressed Council to request the removal of section 6 of the subdivision agreement and offered to meet with staff and others regarding issues with the property.

Moved by Councilmember Cathey, seconded by Councilmember Pacheco to amend the ordinance that the written subdivision agreement referenced within the ordinance be modified, deleting Section 6 of said agreement. Motion to amend passed.

Moved by Councilmember Pacheco, seconded by Councilmember Lutz, to amend Section 3 of the ordinance to add two (2) conditions regarding the subdivision agreement. Mr. Dewald asked for more information on this amendment. Mayor Powell and City Attorney Henley clarified. Motion to amend passed. Council voted on the ordinance, on third reading, as amended. Motion passed. Ordinance as amended follows:

ORDINANCE NO. 32-19

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE CREATING THE DEWALD DIVIDE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, application has been made to plat a portion of the NE1/4NE1/4, Section 16, T. 33 N, R. 79 W, 6th P.M., Natrona County, as Dewald Divide Addition, Subdivision of the City of Casper, Wyoming; and,

WHEREAS, application has also been made to rezone the proposed Dewald Divide Addition from zoning classification ED (Educational District) to C-2 (General Business), ED (Educational District) and 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 plat 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 plat and zone change requests; and,

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

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

SECTION 1:

That the above-described plat creating the Dewald Divide Addition is hereby approved.

SECTION 2:

The zone change of the Dewald Divide Addition is hereby approved, and said property shall be zoned as follows:

- Lot 1— ED (Educational District)
- Lot 2 — C-2 (General Business)
- Lot 3 — R-4 (High Density Residential)

SECTION 3:

Subject to the conditions below, the Dewald Divide Addition Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document:

Conditions:

(1) The Subdivision Agreement, surveying and plat of the property shall be adjusted to conform to a final judicial determination (after all appeals are exhausted) or a final settlement of the *Complaint for Declaratory Judgment and Quiet Title* (“Complaint”) that was filed in the District Court, Seventh Judicial District, State of Wyoming, County of Natrona, captioned as *The City of Casper v. David Wayne Dewald, Trustee of the David Dewald Revocable Trust*, Civil Action No. 107408.

(2) The City, by passage of this ordinance, does not waive any right(s) it may otherwise have at law or equity regarding the above mentioned Complaint.

SECTION 4:

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 19th day of November, 2019.

PASSED on 2nd reading the 3rd day of December, 2019.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the 17th day of December, 2019.

10.B ORDINANCE– THIRD READING

Following ordinance read:

Ordinance No. 33-19

AN ORDINANCE AMENDING SECTION 10.24.010 AND SECTION 10.24.020 OF THE CASPER MUNICIPAL CODE PERTAINING TO THIRTY AND FORTY MILE PER HOUR SPEED ZONES

WHEREAS, a speed data suggests marginal effectiveness of the reduced speed limit along East 2nd Street between South Park Street and South Conwell Street; and,

WHEREAS, speed data along King Boulevard supports raising the speed limit from 30 miles per hour to 40 miles per hour.

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

That Section 10.24.010.0 of Chapter 10.24 of the Casper Municipal Code is hereby amended as follows:

C. South Conwell Street from East 1st Street to East 5th Street;

East 5th Street from South McKinley Street to South Conwell Street;

and all streets between South McKinley Street and South Conwell Street & East 2nd Street and East 5th Street.

That Section 10.24.020 of Chapter 10.24 of the Casper Municipal Code is hereby amended to add an additional paragraph "B" which reads as follows:

B. King Boulevard from South Poplar Street to West 13th Street.

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

PASSED on 1st reading the 19th day of November, 2019.

PASSED on 2nd reading the 3rd day of December, 2019.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the 17th day of December, 2019.

Councilmember Cathey presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Freel. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

10.C ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 36-19
AN ORDINANCE TO AMEND SECTION 2.04.040 OF THE
CASPER MUNICIPAL CODE

WHEREAS, the City of Casper is a Wyoming First Class City, which has adopted the City Manager, Mayor and Council form of city government; and,

WHEREAS, Council Members of the Casper City Council are paid \$150.00 for actual attendance at each regular and special meeting and the Mayor has been paid \$200.00 for actual attendance at each regular and special meeting; and,

WHEREAS, Wyoming Statute §15-4-201, which addresses City Manager, Mayor and Council form of City government, provides that the salary for the Mayor may be twice the salary of the other Council Members, but no more than twice the salary of other Council Members; and,

WHEREAS, the City Council of Casper recognizes that the Mayor of Casper has significantly many more appearances and meeting obligations than other members of the Council and most of these other meetings require not only more time, but also considerable expense in vehicle maintenance, fuel and depreciation; and,

WHEREAS, the Mayor of the City Council of Casper, is elected every January pursuant to Casper's Charter Ordinance, Charter Ordinance No. 22-97.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Paragraph B. of Section 2.04.040 of the Casper Municipal Code is amended to read:

2.04.040 — Salaries.

B. The salary for the Mayor, actually attending a regular and special public Council meeting, shall be Three Hundred Dollars (\$300.00) for those Mayors commencing their terms as Mayor after December 31, 2019.

This Ordinance shall be effective after the passing on the third and final reading upon publication as provided by Statute.

PASSED on 1st reading the 3rd day of December, 2019.

PASSED on 2nd reading the 10th day of December, 2019.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the 17th day of December, 2019.

Councilmember Pacheco presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Hopkins.

No citizens spoke on the ordinance. Councilmember Bates voted nay and Councilmember Freel abstained. Motion passed.

Mr. Dewald asked if a new subdivision agreement would be drafted and when it would be available to be signed. Mr. Collins indicated it would be ready tomorrow.

11.A ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 34-19

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF PROPERTIES ALONG THE WEST SIDE OF SOUTH POPLAR STREET, SOUTH OF WEST 50TH STREET; AND THE ZONING OF SAID PROPERTIES AS AG (URBAN AGRICULTURE).

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

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

11.B ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 35-19

AN ORDINANCE APPROVING THE FAIRGROUNDS HOME ADDITION NO. 2 SUBDIVISION AGREEMENT AND THE VACATION OF A PORTION OF THE FAIRGROUNDS HOME ADDITION AND FINAL PLAT OF FAIRGROUNDS HOME ADDITION NO. 2, COMPRISING 2.17 ACRES, MORE OR LESS.

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

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

11.C ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 36-19

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND SUBDIVISION AGREEMENT FOR THE IHLI ADDITION TO THE CITY OF CASPER; AND ZONING SAID ADDITION R-2 (ONE UNIT RESIDENTIAL).

Councilmember Huber presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates. Councilmember Pacheco left for the remainder of the meeting.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

12. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-240

A RESOLUTION ESTABLISHING A CONTRACT BETWEEN 292 DESIGN GROUP AND THE CITY OF CASPER FOR A MARKET FEASIBILITY STUDY PROJECT FOR A CASPER ICE/MULTI SPORT COMPLEX.

RESOLUTION NO. 19-241

A RESOLUTION AUTHORIZING A UTILITY ADJUSTMENT AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INTERSTATE 25 & CASPER MARGINAL SEWER MAIN RELOCATION PROJECT.

RESOLUTION NO. 19-242

A RESOLUTION ACCEPTING A RIGHT-OF-WAY EASEMENT FROM JAMES L. ALLISON FOR THE MIDWEST AVENUE RECONSTRUCTION FROM ELM STREET TO WALNUT STREET PROJECT.

RESOLUTION NO. 19-243

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WIRED ELECTRIC FOR THE CASPER EVENTS CENTER ARENA FLOOR LIGHTING UPGRADES, PROJECT NO. 19-014.

RESOLUTION NO. 19-244

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WYOMING GOVERNOR'S BIG GAME LICENSE COALITION.

RESOLUTION NO. 19-245

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE PLATTE RIVER TRAILS TRUST, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-246

A RESOLUTION ADOPTING AND SETTING FORTH RATES FOR WHOLESALE WATER SERVICE, RETAIL WATER SERVICE, AND SEWER SERVICE FOR THE CITY OF CASPER, WYOMING, AND RESCINDING 18-69.

RESOLUTION NO. 19-247

A RESOLUTION SUPPORTING THE FUNDRAISING EFFORT BY THE TRIPENY/SHICKICH PRESERVATION COMMITTEE TO EXPAND THE MUSEUM AT FORT CASPAR.

RESOLUTION NO. 19-248

A RESOLUTION REGULATING THE OPERATION OF HIGHLAND CEMETERY AND ESTABLISHING FEES, SERVICES AND SALES POLICIES, RULES AND REGULATIONS.

RESOLUTION NO. 19-249

A RESOLUTION AUTHORIZING A "REAL ESTATE PURCHASE AGREEMENT" AND OTHER NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY FROM THE IMITATE THE IMAGE MINISTRIES.

RESOLUTION NO. 19-250

A RESOLUTION ESTABLISHING RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL AT THE CASPER REGIONAL SOLID WASTE FACILITY, AND RESCINDING RESOLUTION NO. 18-70.

Councilmember Freel presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Lutz. Motion passed.

13. MINUTE ACTION— CONSENT

Moved by Councilmember Lutz, seconded by Councilmember Bates, to, by consent minute action:

- 1) authorize the purchase of one (1) new combination sewer jet and vac truck, from Floyds Truck Center, in the total amount of \$435,846 before trade
 - 2) authorize the purchase of one (1) new self-contained, self-propelled truck mounted striping machine, from EZ-Liner, in the amount of \$373,673 before trade-in allowance;
 - 3) authorize the appointments of new Members Ms. Kerstin Ellis and Ms. Deb Clark to the Downtown Development Authority Board of Directors; and
 - 4) authorize the appointment of Rob Hurless to the Amoco Reuse Agreement Joint Powers Board.
- Motion passed.

14. INTRODUCTION OF MEASURES AND PROPOSALS

Several Councilmembers thanked Mayor Powell for his service this year.

15. ADJOURN INTO EXECUTIVE SESSION

Mayor Powell noted the next meetings of the City Council will be a regular Council meeting to be held at 6:00 p.m., Tuesday, January 7, 2019, in the Council Chambers; and a work session to be held at 4:30 p.m., Tuesday, January 14, 2019, in the Council's meeting room.

At 7:15 p.m., it was moved Councilmember Freel, seconded by Councilmember Bates, to adjourn into executive session to discuss land acquisition and personnel. Motion passed. Council moved into the Council meeting room.

At 8:31 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Bates, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

16. ADJOURNMENT

At 8:32 p.m., it was moved by Councilmember Huber, seconded by Councilmember Bates, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

City of Casper - Bills and Claims for January 7, 2020

0970 CED

0970 CED	Regional Water Operations	Light Bulbs	\$156.72
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<i>0970 CED - Total For Regional Water Operations</i>			<i>\$156.72</i>
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0970 CED - ALL DEPARTMENTS			\$156.72
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307 TREE SERVICE LLC

307 TREE SERVICE LLC	Code Enforcement	CUT TWO DANGEROUS TREES DOWN AT 256 E F	\$480.00
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<i>307 TREE SERVICE LLC - Total For Code Enforcement</i>			<i>\$480.00</i>
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307 TREE SERVICE LLC - ALL DEPARTMENTS			\$480.00
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A&H ABRASIVES

A&H ABRASIVES	Traffic Control	Blade for Traffic dept. band saw	\$36.64
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<i>A&H ABRASIVES - Total For Traffic Control</i>			<i>\$36.64</i>
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A&H ABRASIVES - ALL DEPARTMENTS			\$36.64
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A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Manager	Postage	\$3.00
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<i>A.M.B.I. & SHIPPING, - Total For City Manager</i>			<i>\$3.00</i>
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A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage	\$9.79
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<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$9.79</i>
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A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage	\$7.87
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<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$7.87</i>
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A.M.B.I. & SHIPPING,	Metro Animal Fund - Admin	Postage	\$69.96
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<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Fund - Admin</i>			<i>\$69.96</i>
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A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$22.97
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<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			<i>\$22.97</i>
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A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$113.59
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ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	General Labor	\$339.02
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ADECCO USA, INC.	Balefill - Disposal & Landfill	General Labor	\$382.67
ADECCO USA, INC.	Balefill - Disposal & Landfill	General Labor	\$465.60
ADECCO USA, INC.	Balefill - Disposal & Landfill	General Labor	\$339.02
<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,526.31</i>
ADECCO USA, INC. - ALL DEPARTMENTS			\$1,526.31

ADOBE PHOTOGRAPHY PLAN

ADOBE PHOTOGRAPHY PLAN	Ice Arena - Classes	COMPUTER SOFTWARE STORES	\$119.88
<i>ADOBE PHOTOGRAPHY PLAN - Total For Ice Arena - Classes</i>			<i>\$119.88</i>
ADOBE PHOTOGRAPHY PLAN - ALL DEPARTMENTS			\$119.88

AED SUPERSTORE

AED SUPERSTORE	Public Safety Communication	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$57.54
<i>AED SUPERSTORE - Total For Public Safety Communications</i>			<i>\$57.54</i>
AED SUPERSTORE - ALL DEPARTMENTS			\$57.54

AIR SOLUTIONS INC

AIR SOLUTIONS INC	Buildings & Structures Fund	Plymovent repair parts for Fire Station 3	\$1,004.35
AIR SOLUTIONS INC	Buildings & Structures Fund	Plymovent repairs at Fire Station 3	\$49.95
<i>AIR SOLUTIONS INC - Total For Buildings & Structures Fund</i>			<i>\$1,054.30</i>
AIR SOLUTIONS INC - ALL DEPARTMENTS			\$1,054.30

AIRBNB HMDFCNJWWC

AIRBNB HMDFCNJWWC	Information Services	LODGING, HOTELS, MOTELS, RESORTS	\$794.82
<i>AIRBNB HMDFCNJWWC - Total For Information Services</i>			<i>\$794.82</i>
AIRBNB HMDFCNJWWC - ALL DEPARTMENTS			\$794.82

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Welding Gas Bottles Baler Eject	\$256.40
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$256.40</i>
AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety Supplies	\$277.37
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$277.37</i>

AIRGAS USA LLC	Refuse - Residential	Gloves	\$231.38
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$231.38</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$765.15

ALBERTSONS #0060

ALBERTSONS #0060	Human Resources	Food Tray, Chips and Dips for 30 year celebratio	\$60.05
<i>ALBERTSONS #0060 - Total For Human Resources</i>			<i>\$60.05</i>
ALBERTSONS #0060 - ALL DEPARTMENTS			\$60.05

ALBERTSONS #0062

ALBERTSONS #0062	Human Resources	Chili Skate Night - Support Services Chili ingredi	\$40.00
<i>ALBERTSONS #0062 - Total For Human Resources</i>			<i>\$40.00</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$40.00

ALL CREATURES VETERI

ALL CREATURES VETERI	Police Animal Control	DOCTORS, PHYSICIANS	\$55.00
ALL CREATURES VETERI	Police Animal Control	DOCTORS, PHYSICIANS	\$4,048.40
ALL CREATURES VETERI	Police Animal Control	DOCTORS, PHYSICIANS	\$55.00
<i>ALL CREATURES VETERI - Total For Police Animal Control</i>			<i>\$4,158.40</i>
ALL CREATURES VETERI - ALL DEPARTMENTS			\$4,158.40

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Trash Compactor Repair	\$175.00
ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Cardboard Compactor Repair	\$1,343.37
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal & Landfill</i>			<i>\$1,518.37</i>
ALLIANCE ELECTRIC LL - ALL DEPARTMENTS			\$1,518.37

ALSCO

ALSCO	Balefill - Baler Processing	Uniforms	\$70.16
ALSCO	Balefill - Baler Processing	Uniforms	\$70.16
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$140.32</i>
ALSCO	Balefill - Disposal & Landfill	Mats	\$65.00

ALSCO	Balefill - Disposal & Landfill	Rugs	\$72.59
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$137.59</i>
ALSCO	Buildings & Structures Fund	Floor Mats	\$52.75
ALSCO	Buildings & Structures Fund	Floor Mats	\$52.75
ALSCO	Buildings & Structures Fund	Floor Mats	\$52.75
ALSCO	Buildings & Structures Fund	Floor Mats	\$52.75
ALSCO	Buildings & Structures Fund	Floor Mats	\$52.75
ALSCO	Buildings & Structures Fund	Floor Mats	\$52.75
ALSCO	Buildings & Structures Fund	Floor mats	\$52.75
ALSCO	Buildings & Structures Fund	Floor Mats	\$64.00
<i>ALSCO - Total For Buildings & Structures Fund</i>			<i>\$433.25</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			\$823.36

ALTITUDE VETERINARY

ALTITUDE VETERINARY	Police Animal Control	VETERINARY SERVICES	\$1,318.04
ALTITUDE VETERINARY	Police Animal Control	VETERINARY SERVICES	\$515.27
<i>ALTITUDE VETERINARY - Total For Police Animal Control</i>			<i>\$1,833.31</i>
ALTITUDE VETERINARY - ALL DEPARTMENTS			\$1,833.31

AMAZON.COM V76LM9023

AMAZON.COM V76LM9023	Fire-EMS Operations	Amazon - Snow Plow Blade	\$24.87
<i>AMAZON.COM V76LM9023 - Total For Fire-EMS Operations</i>			<i>\$24.87</i>
AMAZON.COM V76LM9023 - ALL DEPARTMENTS			\$24.87

AMERICAN TITLE AGENC

AMERICAN TITLE AGENC	Code Enforcement	O&E Report 2848 Villa Del Rey	\$125.00
<i>AMERICAN TITLE AGENC - Total For Code Enforcement</i>			<i>\$125.00</i>
AMERICAN TITLE AGENC - ALL DEPARTMENTS			\$125.00

AMERICAN TRAFFIC SAF

AMERICAN TRAFFIC SAF	Traffic Control	Brown and Green EC film purchase for sign maki	\$870.75
<i>AMERICAN TRAFFIC SAF - Total For Traffic Control</i>			<i>\$870.75</i>
AMERICAN TRAFFIC SAF - ALL DEPARTMENTS			\$870.75

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	LDF Heat	\$1,258.38
AMERIGAS - CASPER	Balefill - Disposal & Landfill	LDF Equip Building Heat	\$349.35
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Fork Lift Cylinders	\$125.12
<i>AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$1,732.85</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$1,732.85

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Chemical Test Equipment	\$41.20
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$41.20</i>
AMZN Mktp US	Fire-EMS Operations	Amazon - Cycle County Wear Bar	\$82.54
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			<i>\$82.54</i>
AMZN Mktp US	Ice Arena - Operations	OFFICE CHAIR WHEELS	\$29.95
AMZN Mktp US	Ice Arena - Operations	OFFICE CHAIR	\$194.90
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			<i>\$224.85</i>
AMZN Mktp US	Police Administration	BOOK STORES	\$140.97
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$140.97</i>
AMZN Mktp US - ALL DEPARTMENTS			\$489.56

ANDERSON SEISMOGRAPH

ANDERSON SEISMOGRAPH	Water - Distribution	CARBIDE CUSTOMER HOLE TAP BIT	\$100.00
<i>ANDERSON SEISMOGRAPH - Total For Water - Distribution</i>			<i>\$100.00</i>
ANDERSON SEISMOGRAPH - ALL DEPARTMENTS			\$100.00

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Fire-EMS Administration	First Net R1 Data Usage	\$43.04
<i>AT&T BILL PAYMENT - Total For Fire-EMS Administration</i>			<i>\$43.04</i>
AT&T BILL PAYMENT - ALL DEPARTMENTS			\$43.04

AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$7,909.73
<i>AT&T PREMIER EBIL - Total For Police Administration</i>			<i>\$7,909.73</i>

AT&T PREMIER EBIL - ALL DEPARTMENTS

\$7,909.73

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Capital Projects Fund	Retainage Release	\$1,798.75
<i>ATLANTIC ELECTRIC, I - Total For Capital Projects Fund</i>			<i>\$1,798.75</i>

ATLANTIC ELECTRIC, I - ALL DEPARTMENTS

\$1,798.75

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Toner	\$194.54
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Baler Bldg- Furniture for Office	\$914.22
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Baler bldg Office Chair	\$99.00
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			<i>\$1,207.76</i>
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Cartridge for Jenny Desk Printer	\$140.87
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			<i>\$140.87</i>
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$63.72
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$63.72</i>
ATLAS OFFICE PRODUCT	Code Enforcement	OFFICE SUPPLIES	\$188.79
<i>ATLAS OFFICE PRODUCT - Total For Code Enforcement</i>			<i>\$188.79</i>
ATLAS OFFICE PRODUCT	Human Resources	Disinfectant wipes 3 pk, large paper clips for off	\$20.49
ATLAS OFFICE PRODUCT	Human Resources	Paper clips for office use	\$3.38
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$23.87</i>
ATLAS OFFICE PRODUCT	Planning - Admin	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$96.78
<i>ATLAS OFFICE PRODUCT - Total For Planning - Admin</i>			<i>\$96.78</i>
ATLAS OFFICE PRODUCT	Police Administration	Misc. Office Supplies	\$358.92
ATLAS OFFICE PRODUCT	Police Administration	Calendars	\$7.62
ATLAS OFFICE PRODUCT	Police Administration	Misc. Calendars	\$29.82
ATLAS OFFICE PRODUCT	Police Administration	Calendars	\$153.97
ATLAS OFFICE PRODUCT	Police Administration	USB Port	\$23.64
ATLAS OFFICE PRODUCT	Police Administration	Calendar	\$16.26
ATLAS OFFICE PRODUCT	Police Administration	Misc. Supplies	\$341.09

ATLAS OFFICE PRODUCT	Police Administration	USB Drives, Misc. Supplies	\$85.54
ATLAS OFFICE PRODUCT	Police Administration	Cartridge	\$189.39
ATLAS OFFICE PRODUCT	Police Administration	DVD Discs.	\$199.80
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$1,406.05</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$110.46
ATLAS OFFICE PRODUCT	Regional Water Operations	office supply	\$13.36
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$226.83
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$26.72
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$377.37</i>
ATLAS OFFICE PRODUCT	Water - Distribution	Sharpies	\$11.99
<i>ATLAS OFFICE PRODUCT - Total For Water - Distribution</i>			<i>\$11.99</i>
ATLAS OFFICE PRODUCT	WWTP - Operations	office supplies for WWTP	\$89.19
ATLAS OFFICE PRODUCT	WWTP - Operations	Office supplies	\$163.47
<i>ATLAS OFFICE PRODUCT - Total For WWTP - Operations</i>			<i>\$252.66</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$3,769.86

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Police Administration	December 19 Xerox	\$67.16
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$67.16</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$67.16

AUTOZONE #1293

AUTOZONE #1293	Fire-EMS Operations	Windshield Washer Fluid	\$5.24
<i>AUTOZONE #1293 - Total For Fire-EMS Operations</i>			<i>\$5.24</i>
AUTOZONE #1293 - ALL DEPARTMENTS			\$5.24

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Cleaning Supplies	\$25.57
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$25.57</i>
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Winter Gloves	\$25.98
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Winter Gloves, Ice Melt	\$51.88
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Credit Return Gloves	(\$12.99)
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special</i>			<i>\$64.87</i>

BAILEY'S ACE HARDWAR - ALL DEPARTMENTS**\$90.44****BAILEYS ACE HDWE**

BAILEYS ACE HDWE	Buildings & Structures Fund	Flag Pole Repair parts for City Hall	\$4.99
BAILEYS ACE HDWE	Buildings & Structures Fund	T&P Valve replacement at Metro Animal Shelter	\$22.16
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			\$27.15
BAILEYS ACE HDWE	Parks - Parks Maint.	North Casper Clubhouse Cleaning Supplies	\$16.36
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$16.36

BAILEYS ACE HDWE - ALL DEPARTMENTS**\$43.51****BELL CAB**

BELL CAB	Planning - Admin	TAXICABS/LIMOUSINES	\$61.38
<i>BELL CAB - Total For Planning - Admin</i>			\$61.38

BELL CAB - ALL DEPARTMENTS**\$61.38****BISTRO ATELIER**

BISTRO ATELIER	Police Administration	EATING PLACES, RESTAURANTS	\$18.51
<i>BISTRO ATELIER - Total For Police Administration</i>			\$18.51

BISTRO ATELIER - ALL DEPARTMENTS**\$18.51****BLACK HILLS ENERGY**

BLACK HILLS ENERGY	Aquatics - Pool	Natural Gas	\$148.46
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			\$148.46
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Natural Gas	\$3,938.78
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			\$3,938.78
BLACK HILLS ENERGY	Fire-EMS Administration	Natural Gas	\$2,043.54
BLACK HILLS ENERGY	Fire-EMS Administration	Natural Gas	\$264.32
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$2,307.86
BLACK HILLS ENERGY	Fleet Maintenance Fund	Natural Gas	\$2,558.57
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$2,558.57
BLACK HILLS ENERGY	Metro Animal Fund - Admin	Natural Gas	\$1,259.85
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund - Admin</i>			\$1,259.85
BLACK HILLS ENERGY	Parks - Parks Maint.	Natural Gas	\$170.58

<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$170.58
BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$5,786.66
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			\$5,786.66
BLACK HILLS ENERGY	Water - Distribution	Natural Gas	\$1,134.71
<i>BLACK HILLS ENERGY - Total For Water - Distribution</i>			\$1,134.71
BLACK HILLS ENERGY	WWTP - Operations	Natural Gas	\$6,287.20
<i>BLACK HILLS ENERGY - Total For WWTP - Operations</i>			\$6,287.20
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$23,592.67

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$1,070.36
BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$288.00
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			\$1,358.36
BLAKEMAN PROPANE - ALL DEPARTMENTS			\$1,358.36

BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Flag Light repair parts at Fire Station 2	\$29.66
<i>BLOEDORN LUMBER CASP - Total For Buildings & Structures Fund</i>			\$29.66
BLOEDORN LUMBER CASP	Fire-EMS Operations	Cribbing Pack	\$56.16
<i>BLOEDORN LUMBER CASP - Total For Fire-EMS Operations</i>			\$56.16
BLOEDORN LUMBER CASP - ALL DEPARTMENTS			\$85.82

CAMPBELL PET COMPANY

CAMPBELL PET COMPANY	Police Animal Control	PET SHOPS-PET FOOD AND SUPPLY STORES	\$134.36
<i>CAMPBELL PET COMPANY - Total For Police Animal Control</i>			\$134.36
CAMPBELL PET COMPANY - ALL DEPARTMENTS			\$134.36

CASELLE, INC.

CASELLE, INC.	Customer Service	January 2020 Contract Support	\$75.00
<i>CASELLE, INC. - Total For Customer Service</i>			\$75.00
CASELLE, INC. - ALL DEPARTMENTS			\$75.00

CASPER ANIMAL MEDICA

CASPER ANIMAL MEDICA	Police Administration	VETERINARY SERVICES	\$71.38
<i>CASPER ANIMAL MEDICA - Total For Police Administration</i>			<i>\$71.38</i>
CASPER ANIMAL MEDICA	Police Animal Control	VETERINARY SERVICES	\$160.65
CASPER ANIMAL MEDICA	Police Animal Control	VETERINARY SERVICES	\$71.43
CASPER ANIMAL MEDICA	Police Animal Control	VETERINARY SERVICES	\$300.55
<i>CASPER ANIMAL MEDICA - Total For Police Animal Control</i>			<i>\$532.63</i>
CASPER ANIMAL MEDICA - ALL DEPARTMENTS			\$604.01

CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - Operations	November 2019 CATC/Bus Operating Assistance	115,660.13
CASPER AREA TRANSPOR	CATC - Operations	November 2019 CATC/Bus Preventive Mtnc	\$3,890.72
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$119,550.85</i>
CASPER AREA TRANSPOR - ALL DEPARTMENTS			\$119,550.85

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Hogadon - Operations	Annual inspection	\$742.00
<i>CASPER FIRE EXTINGUI - Total For Hogadon - Operations</i>			<i>\$742.00</i>
CASPER FIRE EXTINGUI	WWTP - Operations	Stickers	\$8.00
<i>CASPER FIRE EXTINGUI - Total For WWTP - Operations</i>			<i>\$8.00</i>
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$750.00

CASPER NATRONA COUNT

CASPER NATRONA COUNT	Police Animal Control	Peters pre-exposure rabies vacc.	\$340.00
<i>CASPER NATRONA COUNT - Total For Police Animal Control</i>			<i>\$340.00</i>
CASPER NATRONA COUNT - ALL DEPARTMENTS			\$340.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Hogadon - Operations	NEWS DEALERS AND NEWSSTANDS	\$389.00
<i>CASPER STAR TRIBUNE - Total For Hogadon - Operations</i>			<i>\$389.00</i>
CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$43.54
<i>CASPER STAR TRIBUNE - Total For Regional Water Operations</i>			<i>\$43.54</i>

CASPER STAR TRIBUNE	Sewer Fund - Collection	NEWS DEALERS AND NEWSSTANDS	\$219.98
<i>CASPER STAR TRIBUNE - Total For Sewer Fund - Collection</i>			<i>\$219.98</i>
CASPER STAR TRIBUNE	WWTP - Operations	NEWS DEALERS AND NEWSSTANDS	\$219.98
<i>CASPER STAR TRIBUNE - Total For WWTP - Operations</i>			<i>\$219.98</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$872.50

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	19-027 Metro Animal Cooling ad for bids	\$470.08
CASPER STAR-TRIBUNE,	Capital Projects Fund	19-046 Center St Railing Ad for Bids	\$495.36
CASPER STAR-TRIBUNE,	Capital Projects Fund	18-096 Hogadon Cooling Coil Ad for Bids	\$447.74
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$1,413.18</i>
CASPER STAR-TRIBUNE,	City Clerk	Council Proceedings Special Ad	\$141.88
CASPER STAR-TRIBUNE,	City Clerk	Council Minutes	\$982.60
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,124.48</i>
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Casper City Council	\$66.20
<i>CASPER STAR-TRIBUNE, - Total For Planning - Admin</i>			<i>\$66.20</i>
CASPER STAR-TRIBUNE,	Refuse - Recycling	18-021 Solid Waste Asphalt Final Pay	\$230.08
<i>CASPER STAR-TRIBUNE, - Total For Refuse - Recycling</i>			<i>\$230.08</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$2,833.94

CASPER TIRE

CASPER TIRE	Refuse - Commercial	222262 2012 Sideload Tire Repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$35.00</i>
CASPER TIRE	Refuse - Residential	222284 Tire Repair	\$70.00
CASPER TIRE	Refuse - Residential	222274 Flat Repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$105.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$140.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	HVAC replacement part for Metro Animal Shelte	\$12.99
CASPER WINNELSON CO	Buildings & Structures Fund	Ice machine water line repair parts for Service C	\$15.87
CASPER WINNELSON CO	Buildings & Structures Fund	Glycol for Aquatics Center HVAC equipment	\$162.48
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$191.34</i>

CASPER WINNELSON CO	WWTP - Operations	Fittings	\$41.60
<i>CASPER WINNELSON CO - Total For WWTP - Operations</i>			<i>\$41.60</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$232.94

CASSIES STEAKHOUSE

CASSIES STEAKHOUSE	Fire-EMS Training	Meal while attending a training in Cody	\$28.40
<i>CASSIES STEAKHOUSE - Total For Fire-EMS Training</i>			<i>\$28.40</i>
CASSIES STEAKHOUSE - ALL DEPARTMENTS			\$28.40

CENTER FOR PUBLIC SA

CENTER FOR PUBLIC SA	Police Administration	Stedillie Motorcycle Training	\$1,595.00
CENTER FOR PUBLIC SA	Police Administration	Webb Motorcycle Training	\$1,595.00
CENTER FOR PUBLIC SA	Police Administration	Quirin Motorcycle Training	\$1,595.00
<i>CENTER FOR PUBLIC SA - Total For Police Administration</i>			<i>\$4,785.00</i>
CENTER FOR PUBLIC SA - ALL DEPARTMENTS			\$4,785.00

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Voip	\$24.27
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$24.27</i>
CENTURYLINK	Balefill - Disposal & Landfill	Voip	\$78.08
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$78.08</i>
CENTURYLINK	Buildings & Structures Fund	Voip	\$14.69
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$14.69</i>
CENTURYLINK	Cemetery	Voip	\$14.69
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$14.69</i>
CENTURYLINK	City Attorney	Voip	\$53.65
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$53.65</i>
CENTURYLINK	City Council	Voip	\$14.69
<i>CENTURYLINK - Total For City Council</i>			<i>\$14.69</i>
CENTURYLINK	City Hall	Voip	\$9.74
<i>CENTURYLINK - Total For City Hall</i>			<i>\$9.74</i>
CENTURYLINK	City Manager	Voip	\$34.17
<i>CENTURYLINK - Total For City Manager</i>			<i>\$34.17</i>

CENTURYLINK	Code Enforcement	Voip	\$68.34
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$68.34</i>
CENTURYLINK	Customer Service	Voip	\$34.17
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$34.17</i>
CENTURYLINK	Engineering	Voip	\$68.34
<i>CENTURYLINK - Total For Engineering</i>			<i>\$68.34</i>
CENTURYLINK	Finance	Voip	\$78.08
<i>CENTURYLINK - Total For Finance</i>			<i>\$78.08</i>
CENTURYLINK	Fire-EMS Administration	Voip	\$97.56
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$97.56</i>
CENTURYLINK	Fleet Maintenance Fund	Phone Use	\$142.10
CENTURYLINK	Fleet Maintenance Fund	Voip	\$63.39
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$205.49</i>
CENTURYLINK	Ft. Caspar Museum	Voip	\$14.69
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$14.69</i>
CENTURYLINK	Golf - Operations	Voip	\$14.69
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$14.69</i>
CENTURYLINK	Hogadon - Operations	Voip	\$48.70
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$48.70</i>
CENTURYLINK	Human Resources	Voip	\$24.43
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$24.43</i>
CENTURYLINK	Ice Arena - Operations	Voip	\$19.48
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$19.48</i>
CENTURYLINK	Information Services	Voip	\$78.08
<i>CENTURYLINK - Total For Information Services</i>			<i>\$78.08</i>
CENTURYLINK	Meter Services	Voip	\$29.07
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$29.07</i>
CENTURYLINK	Metro Animal Fund - Admin	Voip	\$14.69
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$154.58
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			<i>\$169.27</i>
CENTURYLINK	Municipal Court	Phone Use	\$23.76
CENTURYLINK	Municipal Court	Voip	\$53.65
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$77.41</i>
CENTURYLINK	Parks - Parks Maint.	Voip	\$53.65
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$53.65</i>
CENTURYLINK	Planning - Admin	Voip	\$48.70

<i>CENTURYLINK - Total For Planning - Admin</i>			<i>\$48.70</i>
CENTURYLINK	Police Administration	Voip	\$302.26
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$302.26</i>
CENTURYLINK	Public Safety Communication	Voip	\$9.74
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$9.74</i>
CENTURYLINK	Rec Center - Operations	Voip	\$38.96
CENTURYLINK	Rec Center - Operations	Phone Use	\$281.38
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$320.34</i>
CENTURYLINK	Regional Water Operations	Voip	\$19.48
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$19.48</i>
CENTURYLINK	Risk Management	Voip	\$14.64
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$14.64</i>
CENTURYLINK	Sewer Fund - Collection	Phone Use	\$44.48
CENTURYLINK	Sewer Fund - Collection	Voip	\$9.74
CENTURYLINK	Sewer Fund - Collection	Phone Use	\$57.72
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$111.94</i>
CENTURYLINK	Streets	Voip	\$34.17
<i>CENTURYLINK - Total For Streets</i>			<i>\$34.17</i>
CENTURYLINK	Water - Admin	Voip	\$19.48
<i>CENTURYLINK - Total For Water - Admin</i>			<i>\$19.48</i>
CENTURYLINK	Water - Distribution	Voip	\$14.69
<i>CENTURYLINK - Total For Water - Distribution</i>			<i>\$14.69</i>
CENTURYLINK	WWTP - Operations	Voip	\$29.22
CENTURYLINK	WWTP - Operations	Phone Use	\$157.12
<i>CENTURYLINK - Total For WWTP - Operations</i>			<i>\$186.34</i>
CENTURYLINK - ALL DEPARTMENTS			\$2,407.21

CH2MHILL, INC.

CH2MHILL, INC.	WWTP - Operations	WWTP Treatment Rehab 19-007	\$14,527.61
<i>CH2MHILL, INC. - Total For WWTP - Operations</i>			<i>\$14,527.61</i>
CH2MHILL, INC. - ALL DEPARTMENTS			\$14,527.61

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication	December 2019	\$84.63
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CHARTER COMMUNICATIO - Total For Public Safety Communications \$84.63

CHARTER COMMUNICATIO - ALL DEPARTMENTS \$84.63

CIGNA HEALTH & LIFE

CIGNA HEALTH & LIFE	Health Insurance Fund	Under-Paid Nov 2019 Coverage	\$289.90
CIGNA HEALTH & LIFE	Health Insurance Fund	Overpaid Coverage Oct. 2019	(\$173.94)
CIGNA HEALTH & LIFE	Health Insurance Fund	Under-paid Aug. 2019 Coverage	\$376.87
CIGNA HEALTH & LIFE	Health Insurance Fund	Dec 2019 Coverage	\$11,740.95

CIGNA HEALTH & LIFE - Total For Health Insurance Fund \$12,233.78

CIGNA HEALTH & LIFE - ALL DEPARTMENTS \$12,233.78

CITY OF CASPER

CITY OF CASPER	CATC - Operations	November 2019 Fuel Charges	\$14,263.19
CITY OF CASPER	CATC - Operations	November 2019 Workorder Charges	\$13,231.69

CITY OF CASPER - Total For CATC - Operations \$27,494.88

CITY OF CASPER	Ice Arena - Operations	Yearly Alarm License Fee	\$10.00
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CITY OF CASPER - Total For Ice Arena - Operations \$10.00

CITY OF CASPER	Metro Animal Fund - Admin	Yearly Alarm License Fee	\$10.00
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CITY OF CASPER - Total For Metro Animal Fund - Admin \$10.00

CITY OF CASPER	Parks - Parks Maint.	Conwell Park Trash	\$104.00
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CITY OF CASPER - Total For Parks - Parks Maint. \$104.00

CITY OF CASPER	Police State Grants	Legal/Medical	\$249.94
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CITY OF CASPER - Total For Police State Grants \$249.94

CITY OF CASPER	Refuse - Residential	Balefill	\$5,245.75
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CITY OF CASPER	Refuse - Residential	Balefill	\$4,827.78
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CITY OF CASPER	Refuse - Residential	Balefill	\$6,743.68
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CITY OF CASPER	Refuse - Residential	Balefill	\$6,133.82
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CITY OF CASPER	Refuse - Residential	Balefill	\$5,696.55
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CITY OF CASPER	Refuse - Residential	Balefill	\$5,079.64
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CITY OF CASPER	Refuse - Residential	Balefill	\$4,680.29
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CITY OF CASPER	Refuse - Residential	Balefill	\$5,529.16
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CITY OF CASPER	Refuse - Residential	Balefill	\$384.16
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CITY OF CASPER	Refuse - Residential	Balefill	\$5,346.88
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CITY OF CASPER - Total For Refuse - Residential \$49,667.71

CITY OF CASPER	Regional Water Operations	Acct. #1910101	\$24.56
CITY OF CASPER	Regional Water Operations	Acct. #1910101	\$119.50
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$144.06</i>
CITY OF CASPER	WWTP - Operations	Balefill	\$43.12
CITY OF CASPER	WWTP - Operations	Balefill	\$83.30
CITY OF CASPER	WWTP - Operations	Balefill	\$104.37
<i>CITY OF CASPER - Total For WWTP - Operations</i>			<i>\$230.79</i>
CITY OF CASPER - ALL DEPARTMENTS			\$77,911.38

CITY SVC. ELECTRIC C

CITY SVC. ELECTRIC C	Balefill - Disposal & Landfill	install GFCI receptacles	\$397.00
<i>CITY SVC. ELECTRIC C - Total For Balefill - Disposal & Landfill</i>			<i>\$397.00</i>
CITY SVC. ELECTRIC C - ALL DEPARTMENTS			\$397.00

CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	141496 Mack Water Truck Repairs	\$2,659.19
<i>CMI TECO, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$2,659.19</i>
CMI TECO, INC.	Refuse - Commercial	222272 2014 Front Load repairs	\$487.59
CMI TECO, INC.	Refuse - Commercial	222248 2006 Recycle Repairs	\$1,274.87
CMI TECO, INC.	Refuse - Commercial	22275 2014 Side load repairs	\$852.71
CMI TECO, INC.	Refuse - Commercial	222286 2017 Side Load Repairs	\$282.15
CMI TECO, INC.	Refuse - Commercial	222275 2014 Side Load Repairs	\$2,399.64
CMI TECO, INC.	Refuse - Commercial	222272 2014 Front Load Repairs	\$1,883.46
CMI TECO, INC.	Refuse - Commercial	222255 2009 Rear load repairs	\$704.87
CMI TECO, INC.	Refuse - Commercial	222288 2018 Front Load Repairs	\$2,602.93
CMI TECO, INC.	Refuse - Commercial	222261 2012 Frontload Repairs	\$7,615.87
CMI TECO, INC.	Refuse - Commercial	222275 2014 Sideload Repairs	\$3,163.44
CMI TECO, INC.	Refuse - Commercial	222257 2010 Roll Off Repairs	\$5,917.30
CMI TECO, INC.	Refuse - Commercial	222273 2014 Front Load	\$956.25
CMI TECO, INC.	Refuse - Commercial	222273 2014 Front load	\$8,905.49
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$37,046.57</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$39,705.76

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital Projects Fund	Metro Getac install	\$1,171.95
COMMUNICATION TECHNO	Capital Projects Fund	Metro Getac Install	\$1,184.45
COMMUNICATION TECHNO	Capital Projects Fund	GTAC (body cameras) Install	\$1,335.11
COMMUNICATION TECHNO	Capital Projects Fund	Metro Getac Video	\$1,140.40
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$4,831.91</i>
COMMUNICATION TECHNO	Police Administration	Desktop Mic	\$272.00
COMMUNICATION TECHNO	Police Administration	Ignition Relay	\$62.89
COMMUNICATION TECHNO	Police Administration	Bosch Relay	\$153.70
COMMUNICATION TECHNO	Police Administration	Window Fan	\$366.50
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$855.09</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$5,687.00

COMTRONIX, INC.

COMTRONIX, INC.	Aquatics - Operations	ALARM MONITORING	\$165.00
<i>COMTRONIX, INC. - Total For Aquatics - Operations</i>			<i>\$165.00</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.	Ice Arena - Operations	ALARM MONITORING	\$108.00
<i>COMTRONIX, INC. - Total For Ice Arena - Operations</i>			<i>\$108.00</i>
COMTRONIX, INC.	Police Administration	Alarm Monitoring Jan-March 2020	\$119.85
COMTRONIX, INC.	Police Administration	Alarm Service	\$258.25
<i>COMTRONIX, INC. - Total For Police Administration</i>			<i>\$378.10</i>
COMTRONIX, INC.	Rec Center - Admin	ALARM MONITORING	\$108.00
<i>COMTRONIX, INC. - Total For Rec Center - Admin</i>			<i>\$108.00</i>
COMTRONIX, INC.	Risk Management	Alarm Monitoring	\$359.00
<i>COMTRONIX, INC. - Total For Risk Management</i>			<i>\$359.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$1,240.95

CONCORDANCE HEALTHCA

CONCORDANCE HEALTHCA	Balefill - Diversion & Special	Infectious Waste / Sharps containers	\$5,658.90
<i>CONCORDANCE HEALTHCA - Total For Balefill - Diversion & Special</i>			<i>\$5,658.90</i>

CONCORDANCE HEALTHCA - ALL DEPARTMENTS**\$5,658.90****CONVERGEONE**

CONVERGEONE	Capital Projects Fund	Software for Timeclocks	\$1,382.40
<i>CONVERGEONE - Total For Capital Projects Fund</i>			<i>\$1,382.40</i>
CONVERGEONE	Information Services	Crowdstrike Endpoint Protection Maintenance r	\$26,381.78
CONVERGEONE	Information Services	Veeam Backup Software Maintenance	\$9,020.00
CONVERGEONE	Information Services	Upgrade to Synapps	\$2,795.58
<i>CONVERGEONE - Total For Information Services</i>			<i>\$38,197.36</i>
CONVERGEONE	Public Safety Communication	Annual Maintenance Agreement payment	\$46,350.00
<i>CONVERGEONE - Total For Public Safety Communications</i>			<i>\$46,350.00</i>

CONVERGEONE - ALL DEPARTMENTS**\$85,929.76****COWBOY AUTO SPA**

COWBOY AUTO SPA	Fire-EMS Operations	Car Wash	\$10.00
<i>COWBOY AUTO SPA - Total For Fire-EMS Operations</i>			<i>\$10.00</i>

COWBOY AUTO SPA - ALL DEPARTMENTS**\$10.00****CPS DISTRIBUTORS**

CPS DISTRIBUTORS	Fire-EMS Operations	Snow shovels and blades	\$85.29
<i>CPS DISTRIBUTORS - Total For Fire-EMS Operations</i>			<i>\$85.29</i>

CPS DISTRIBUTORS - ALL DEPARTMENTS**\$85.29****CPU IIT**

CPU IIT	Aquatics - Operations	5 Computer work stations w/replacement moni	\$5,347.00
<i>CPU IIT - Total For Aquatics - Operations</i>			<i>\$5,347.00</i>
CPU IIT	Buildings & Structures Fund	Replacement computer for BAS02 for custodial	\$119.00
CPU IIT	Buildings & Structures Fund	Replacement computer for BAS02 for custodial	\$950.40
<i>CPU IIT - Total For Buildings & Structures Fund</i>			<i>\$1,069.40</i>
CPU IIT	City Council	iPad Keyboard for Steve Freel	\$99.99
<i>CPU IIT - Total For City Council</i>			<i>\$99.99</i>
CPU IIT	Information Services	High end desktop, monitors ups etc...	\$1,937.60
<i>CPU IIT - Total For Information Services</i>			<i>\$1,937.60</i>

CPU IIT	Police Administration	HP ProBook 650 G5 15.6 Notebook for property	\$987.00
CPU IIT	Police Administration	ELECTRONIC SALES	\$88.40
<i>CPU IIT - Total For Police Administration</i>			<i>\$1,075.40</i>
CPU IIT	Streets	HP EliteDesk 800 G4 Desktop Computer	\$862.00
<i>CPU IIT - Total For Streets</i>			<i>\$862.00</i>
CPU IIT - ALL DEPARTMENTS			\$10,391.39

CRACKER BARREL

CRACKER BARREL	Police Administration	EATING PLACES, RESTAURANTS	\$16.89
<i>CRACKER BARREL - Total For Police Administration</i>			<i>\$16.89</i>
CRACKER BARREL - ALL DEPARTMENTS			\$16.89

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Lights and Photo eye for Aquatics Center	\$20.04
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			<i>\$20.04</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$20.04

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	January 2020	\$109.87
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			<i>\$109.87</i>
CRIME SCENE INFORMAT - ALL DEPARTMENTS			\$109.87

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	Platter River trls 19-019 Retainage Release	\$7,107.50
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$7,107.50</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$7,107.50

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Electrical repair parts for City Hall	\$52.31
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	New light fixtures for Aquatics Center	\$86.76
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Exterior light repair parts for Fort Caspar	\$270.92
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Light fixture repair parts for Fort Caspar	\$14.05

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	New lights for Aquatics Center	\$130.14
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$554.18</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Fuses for Decant	\$189.30
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$189.30</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$743.48

DAYS INN CHEYENNE

DAYS INN CHEYENNE	Police Administration	DAYS INNS	\$89.99
<i>DAYS INN CHEYENNE - Total For Police Administration</i>			<i>\$89.99</i>
DAYS INN CHEYENNE - ALL DEPARTMENTS			\$89.99

DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police State Grants	DAYS INNS	(\$5.40)
<i>DAYS INNS/DAYSTOP - Total For Police State Grants</i>			<i>(\$5.40)</i>
DAYS INNS/DAYSTOP - ALL DEPARTMENTS			(\$5.40)

DELL MARKETING LP

DELL MARKETING LP	Balefill - Disposal & Landfill	Technology Items (computers, software, and ne	\$380.08
<i>DELL MARKETING LP - Total For Balefill - Disposal & Landfill</i>			<i>\$380.08</i>
DELL MARKETING LP	Buildings & Structures Fund	Replacement computer for BAS02 for custodial	\$380.08
<i>DELL MARKETING LP - Total For Buildings & Structures Fund</i>			<i>\$380.08</i>
DELL MARKETING LP	Capital Projects Fund	3 laptop computers, 3 docking stations, & softw	\$1,140.24
<i>DELL MARKETING LP - Total For Capital Projects Fund</i>			<i>\$1,140.24</i>
DELL MARKETING LP	Human Resources	Technology Items (computers, software, and ne	\$380.08
<i>DELL MARKETING LP - Total For Human Resources</i>			<i>\$380.08</i>
DELL MARKETING LP	Planning - Admin	Replace scanner computer and software	\$380.08
<i>DELL MARKETING LP - Total For Planning - Admin</i>			<i>\$380.08</i>
DELL MARKETING LP	Police Administration	Purchase high end laptop for dabney	\$380.08
DELL MARKETING LP	Police Administration	purchase the office license for 2 laptops	\$760.16
<i>DELL MARKETING LP - Total For Police Administration</i>			<i>\$1,140.24</i>
DELL MARKETING LP	Risk Management	3 tablets for Risk Management/ADA Compliance	\$380.08
<i>DELL MARKETING LP - Total For Risk Management</i>			<i>\$380.08</i>

DELL MARKETING LP - ALL DEPARTMENTS**\$4,180.88****DELTA 0067477348**

DELTA 0067477348 Police Administration DELTA \$252.60

DELTA 0067477348 - Total For Police Administration \$252.60**DELTA 0067477348 - ALL DEPARTMENTS****\$252.60****DELTA 0068292456**

DELTA 0068292456 Planning - Admin DELTA \$30.00

DELTA 0068292456 - Total For Planning - Admin \$30.00**DELTA 0068292456 - ALL DEPARTMENTS****\$30.00****DELTA DENTAL PLAN OF**

DELTA DENTAL PLAN OF Health Insurance Fund November 2019 \$26,350.68

DELTA DENTAL PLAN OF - Total For Health Insurance Fund \$26,350.68**DELTA DENTAL PLAN OF - ALL DEPARTMENTS****\$26,350.68****DENNIS SUPPLY CO.**

DENNIS SUPPLY CO. Buildings & Structures Fund Air Filters for Traffic Shop \$58.20

DENNIS SUPPLY CO. - Total For Buildings & Structures Fund \$58.20**DENNIS SUPPLY CO. - ALL DEPARTMENTS****\$58.20****DESERT MTN. CORP.**

DESERT MTN. CORP. Streets Ice Slicer \$4,283.04

DESERT MTN. CORP. Streets Ice Slicer \$4,647.64

DESERT MTN. CORP. Streets Ice Slicer \$4,323.07

DESERT MTN. CORP. - Total For Streets \$13,253.75**DESERT MTN. CORP. - ALL DEPARTMENTS****\$13,253.75****DOMINO'S 6042**

DOMINO'S 6042 Rec Center - Classes FAST FOOD RESTAURANTS \$29.46

DOMINO'S 6042 - Total For Rec Center - Classes			\$29.46
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DOMINO'S 6042 - ALL DEPARTMENTS			\$29.46
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DOOLEY ENTERPRISES I

DOOLEY ENTERPRISES I	Police Administration	223 55gr, 40 S&W 165 gr	\$10,062.00
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<i>DOOLEY ENTERPRISES I - Total For Police Administration</i>			<i>\$10,062.00</i>
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DOOLEY ENTERPRISES I - ALL DEPARTMENTS			\$10,062.00
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DOUBLETREE HOTELS

DOUBLETREE HOTELS	Police Administration	DOUBLETREE	\$2.32
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<i>DOUBLETREE HOTELS - Total For Police Administration</i>			<i>\$2.32</i>
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DOUBLETREE HOTELS - ALL DEPARTMENTS			\$2.32
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DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	NaHypo	\$6,986.78
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<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$6,986.78</i>
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DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$6,986.78
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EB ENTRUST 2020-A PO

EB ENTRUST 2020-A PO	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$789.39
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<i>EB ENTRUST 2020-A PO - Total For Police Administration</i>			<i>\$789.39</i>
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EB ENTRUST 2020-A PO - ALL DEPARTMENTS			\$789.39
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EB INC

EB INC	Balefill - Disposal & Landfill	Prepaid Services	\$1,669.44
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<i>EB INC - Total For Balefill - Disposal & Landfill</i>			<i>\$1,669.44</i>
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EB INC - ALL DEPARTMENTS			\$1,669.44
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ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT	Social Community Services	3rd Quarter FY2020 Admin & incentive	107,182.25
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ECONOMIC DEVELOPMENT	Social Community Services	December Consulting	\$1,666.68
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ECONOMIC DEVELOPMENT	Social Community Services	August Monthly Retainer	\$4,166.66
<i>ECONOMIC DEVELOPMENT - Total For Social Community Services</i>			<i>\$113,015.59</i>
ECONOMIC DEVELOPMENT - ALL DEPARTMENTS			\$113,015.59

ELECTRONIC RECYCLERS

ELECTRONIC RECYCLERS	Balefill - Diversion & Special	E Waste Recycling	\$8,076.05
<i>ELECTRONIC RECYCLERS - Total For Balefill - Diversion & Special</i>			<i>\$8,076.05</i>
ELECTRONIC RECYCLERS - ALL DEPARTMENTS			\$8,076.05

EMPIRE 8190

EMPIRE 8190	Police Administration	AUTOMATED FUEL DISPENSERS	\$11.75
<i>EMPIRE 8190 - Total For Police Administration</i>			<i>\$11.75</i>
EMPIRE 8190 - ALL DEPARTMENTS			\$11.75

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Work Boot Reimbursement	\$63.47
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal & Landfill</i>			<i>\$63.47</i>
EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Boot Reimbursement	\$139.90
<i>EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund</i>			<i>\$139.90</i>
EMPLOYEE REIMBURSEME	Engineering	PE License Reimbursement	\$90.00
<i>EMPLOYEE REIMBURSEME - Total For Engineering</i>			<i>\$90.00</i>
EMPLOYEE REIMBURSEME	Fire-EMS Prevent & Inspect	Tool Purchase Reimbursement	\$46.97
<i>EMPLOYEE REIMBURSEME - Total For Fire-EMS Prevent & Inspect</i>			<i>\$46.97</i>
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$1,387.80
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$495.27
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$531.90
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$2,414.97</i>
EMPLOYEE REIMBURSEME	Police Administration	Clothing Reimbursement	\$82.96
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$82.96</i>
EMPLOYEE REIMBURSEME	Refuse - Residential	Work Boot Reimbursement	\$125.99
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			<i>\$125.99</i>
EMPLOYEE REIMBURSEME	Water - Distribution	Pant Rimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Water - Distribution</i>			<i>\$100.00</i>

EMPLOYEE REIMBURSEME	WWTP - Operations	Clothing Allowance	\$133.34
EMPLOYEE REIMBURSEME	WWTP - Operations	Clothing Allowance	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For WWTP - Operations</i>			<i>\$283.34</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$3,347.60

ENERGY LABORATORIES

ENERGY LABORATORIES	Regional Water Operations	Lab Test	\$66.00
ENERGY LABORATORIES	Regional Water Operations	Credit for invoice 2833353-a	(\$231.00)
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	Credit for Invoice 283351-a	(\$57.00)
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$240.00</i>
ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$352.00
ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$352.00
ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$156.00
ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$374.00
<i>ENERGY LABORATORIES - Total For Water - Tanks</i>			<i>\$1,234.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$1,474.00

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Lab Test Bromate	\$100.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$100.00</i>
EUROFINS EATON ANALY - ALL DEPARTMENTS			\$100.00

EXPRESS GARAGE DOOR

EXPRESS GARAGE DOOR	Balefill - Disposal & Landfill	Miller House Door Service	\$710.00
<i>EXPRESS GARAGE DOOR - Total For Balefill - Disposal & Landfill</i>			<i>\$710.00</i>
EXPRESS GARAGE DOOR - ALL DEPARTMENTS			\$710.00

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$35.62
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$39.04
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$52.26

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$31.00
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$42.47
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$200.39</i>
EXXONMOBIL - ALL DEPARTMENTS			\$200.39

FASTENAL COMPANY

FASTENAL COMPANY	Water - Distribution	hex cap screws	\$36.47
FASTENAL COMPANY	Water - Distribution	Return of hex cap screws	(\$38.29)
FASTENAL COMPANY	Water - Distribution	Stainless hex cap screws	\$38.29
<i>FASTENAL COMPANY - Total For Water - Distribution</i>			<i>\$36.47</i>
FASTENAL COMPANY - ALL DEPARTMENTS			\$36.47

FBI LEEDA INC

FBI LEEDA INC	Police Administration	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$695.00
<i>FBI LEEDA INC - Total For Police Administration</i>			<i>\$695.00</i>
FBI LEEDA INC - ALL DEPARTMENTS			\$695.00

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Ft. Caspar Museum	Exhibit panels.	\$199.88
<i>FEDEX OFFIC942000094 - Total For Ft. Caspar Museum</i>			<i>\$199.88</i>
FEDEX OFFIC942000094 - ALL DEPARTMENTS			\$199.88

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Valve for Sample Line	\$6.59
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			<i>\$6.59</i>
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$6.59

FIRE PROTECTION PUB

FIRE PROTECTION PUB	Fire-EMS Training	IFSTA Firefighter manuals for new recruits	\$348.00
<i>FIRE PROTECTION PUB - Total For Fire-EMS Training</i>			<i>\$348.00</i>
FIRE PROTECTION PUB - ALL DEPARTMENTS			\$348.00

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Metro Animal Fund - Admin	October 2019 Credit Card Fees	\$33.38
<i>FIRST DATA MERCHANT - Total For Metro Animal Fund - Admin</i>			<i>\$33.38</i>
FIRST DATA MERCHANT	Municipal Court	October 2019 Credit Card Fees	\$338.57
<i>FIRST DATA MERCHANT - Total For Municipal Court</i>			<i>\$338.57</i>
FIRST DATA MERCHANT	Police Administration	November 2019	\$87.96
<i>FIRST DATA MERCHANT - Total For Police Administration</i>			<i>\$87.96</i>
FIRST DATA MERCHANT - ALL DEPARTMENTS			\$459.91

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Human Resources	Gift Cards	\$340.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$340.00</i>
FIRST INTERSTATE BAN	Metro Animal Fund - Admin	Checks- Metro	\$174.00
<i>FIRST INTERSTATE BAN - Total For Metro Animal Fund - Admin</i>			<i>\$174.00</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$514.00

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Police Animal Control	Euthanasia Solution	\$148.74
FIRST VETERINARY SUP	Police Animal Control	Euthanasia Solution	\$156.45
<i>FIRST VETERINARY SUP - Total For Police Animal Control</i>			<i>\$305.19</i>
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$305.19

FIRSTIDEA INC

FIRSTIDEA INC	Fire-EMS Training	Fire Captain assessment center	\$10,500.00
<i>FIRSTIDEA INC - Total For Fire-EMS Training</i>			<i>\$10,500.00</i>
FIRSTIDEA INC - ALL DEPARTMENTS			\$10,500.00

FRANKLIN PLANNER

FRANKLIN PLANNER	Sewer Fund - Collection	office supplies	\$42.15
<i>FRANKLIN PLANNER - Total For Sewer Fund - Collection</i>			<i>\$42.15</i>
FRANKLIN PLANNER - ALL DEPARTMENTS			\$42.15

GALLS, INC.

GALLS, INC.	Capital Projects Fund	THREE BULLET PROOF VESTS	\$2,400.00
<i>GALLS, INC. - Total For Capital Projects Fund</i>			<i>\$2,400.00</i>
GALLS, INC.	Police Administration	WM Nypd Stryke Pant	\$202.50
GALLS, INC.	Police Administration	Merrell Moab 2	\$157.46
GALLS, INC.	Police Administration	Quest 4D Gtx	\$234.00
GALLS, INC.	Police Administration	UA Valsetz	\$117.00
GALLS, INC.	Police Administration	t-Series Company Level	\$162.96
GALLS, INC.	Police Administration	Spiewak Poly Base Layer	\$153.75
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$1,027.67</i>
GALLS, INC.	Police Animal Control	Misc.	\$406.71
<i>GALLS, INC. - Total For Police Animal Control</i>			<i>\$406.71</i>
GALLS, INC. - ALL DEPARTMENTS			\$3,834.38

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Human Resources	City Employee Breakfast	\$3,375.00
<i>GLOBAL SPECTRUM L.P. - Total For Human Resources</i>			<i>\$3,375.00</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$3,375.00

GLOCK PROFESSIONAL I

GLOCK PROFESSIONAL I	Police Administration	SPORTING GOODS STORES	(\$250.00)
GLOCK PROFESSIONAL I	Police Administration	SPORTING GOODS STORES	\$250.00
<i>GLOCK PROFESSIONAL I - Total For Police Administration</i>			<i>\$0.00</i>
GLOCK PROFESSIONAL I - ALL DEPARTMENTS			\$0.00

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	5-year Air Emission Monitoring	\$832.50
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			<i>\$832.50</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$832.50

GRAINGER, INC.

GRAINGER, INC.	Balefill - Baler Processing	Caution/Danger Signs	\$14.52
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<i>GRAINGER, INC. - Total For Balefill - Baler Processing</i>			<i>\$14.52</i>
GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair parts for wastewater lift station	\$25.72
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$25.72</i>
GRAINGER, INC.	Regional Water Operations	Filters for HVAC	\$252.68
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$252.68</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$292.92

GREEN'S SEWER & DRAI

GREEN'S SEWER & DRAI	Buildings & Structures Fund	Fire Station Service	\$103.00
<i>GREEN'S SEWER & DRAI - Total For Buildings & Structures Fund</i>			<i>\$103.00</i>
GREEN'S SEWER & DRAI - ALL DEPARTMENTS			\$103.00

GULF STATES DISTRIBU

GULF STATES DISTRIBU	Police Administration	.223 55gr Urban Tap	\$2,500.00
GULF STATES DISTRIBU	Police Administration	12ga tap, .223 55gr Urban tap	\$9,290.00
<i>GULF STATES DISTRIBU - Total For Police Administration</i>			<i>\$11,790.00</i>
GULF STATES DISTRIBU - ALL DEPARTMENTS			\$11,790.00

GUNNERS METERS

GUNNERS METERS	Water	2" Neptune Rotor/ Cast iron flange	\$915.00
<i>GUNNERS METERS - Total For Water</i>			<i>\$915.00</i>
GUNNERS METERS - ALL DEPARTMENTS			\$915.00

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Lab Supplies	\$375.48
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$375.48</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$375.48

Hajoca Keenan Supp

Hajoca Keenan Supp	WWTP - Operations	Elbow	\$25.33
Hajoca Keenan Supp	WWTP - Operations	Piping	\$33.33
<i>Hajoca Keenan Supp - Total For WWTP - Operations</i>			<i>\$58.66</i>

HAJOCA KEENAN SUPP - ALL DEPARTMENTS **\$58.66**

HAMPTON INNS

HAMPTON INNS Metro Animal Fund - Admin HAMPTON INNS HOTELS \$657.55

HAMPTON INNS - Total For Metro Animal Fund - Admin \$657.55

HAMPTON INNS - ALL DEPARTMENTS **\$657.55**

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS Traffic Control Replacement scrapers for sign shop \$15.98

HARBOR FREIGHT TOOLS - Total For Traffic Control \$15.98

HARBOR FREIGHT TOOLS Water - Distribution DRILL BIT \$29.99

HARBOR FREIGHT TOOLS - Total For Water - Distribution \$29.99

HARBOR FREIGHT TOOLS - ALL DEPARTMENTS **\$45.97**

HENSLEY BATTERY&ELEC

HENSLEY BATTERY&ELEC Regional Water Operations Battery for HVAC \$54.60

HENSLEY BATTERY&ELEC - Total For Regional Water Operations \$54.60

HENSLEY BATTERY&ELEC - ALL DEPARTMENTS **\$54.60**

HERCULES INDUSTRIES

HERCULES INDUSTRIES Buildings & Structures Fund Ice Arena Sump Pit ventilation parts \$9.67

HERCULES INDUSTRIES - Total For Buildings & Structures Fund \$9.67

HERCULES INDUSTRIES - ALL DEPARTMENTS **\$9.67**

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS Public Safety Communication Csper 911 Cable \$360.00

HITEK COMMUNICATIONS - Total For Public Safety Communications \$360.00

HITEK COMMUNICATIONS - ALL DEPARTMENTS **\$360.00**

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233 Fire-EMS Prevent & Inspect Christmas Decor \$159.45

HOBBY-LOBBY #0233 - Total For Fire-EMS Prevent & Inspect \$159.45

HOBBY-LOBBY #0233 - ALL DEPARTMENTS **\$159.45**

HOLIDAY INN - CODY

HOLIDAY INN - CODY Fire-EMS Training Motel while attending a training in Cody \$228.00

HOLIDAY INN - CODY - Total For Fire-EMS Training \$228.00

HOLIDAY INN - CODY - ALL DEPARTMENTS **\$228.00**

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC Fleet Maintenance Fund Stock Def Bulk \$1,260.00

HOMAX OIL SALES, INC Fleet Maintenance Fund 02/F2 Stock \$19,560.43

HOMAX OIL SALES, INC Fleet Maintenance Fund 01/F1 Stock \$20,835.13

HOMAX OIL SALES, INC Fleet Maintenance Fund 02/F2 Stock \$22,901.89

HOMAX OIL SALES, INC Fleet Maintenance Fund Stock 02/F2 \$21,459.08

HOMAX OIL SALES, INC Fleet Maintenance Fund Stock 01/F1 \$20,196.00

HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund \$106,212.53

HOMAX OIL SALES, INC - ALL DEPARTMENTS **\$106,212.53**

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY Buildings & Structures Fund Power washer repair parts \$12.10

HOSE & RUBBER SUPPLY - Total For Buildings & Structures Fund \$12.10

HOSE & RUBBER SUPPLY - ALL DEPARTMENTS **\$12.10**

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN Balefill - Disposal & Landfill Safety Slings Replacement \$330.09

HOWARD SUPPLY COMPAN - Total For Balefill - Disposal & Landfill \$330.09

HOWARD SUPPLY COMPAN - ALL DEPARTMENTS **\$330.09**

IMS INFRASTRUCTURE M

IMS INFRASTRUCTURE M Capital Projects Fund Citywide Pavement Condition 18-094 \$1,875.00

IMS INFRASTRUCTURE M - Total For Capital Projects Fund \$1,875.00

IMS INFRASTRUCTURE M - ALL DEPARTMENTS **\$1,875.00**

INST. OF POLICE TECH

INST. OF POLICE TECH Police Administration MISCELLANEOUS AND RETAIL STORES \$795.00

INST. OF POLICE TECH - Total For Police Administration *\$795.00*

INST. OF POLICE TECH - ALL DEPARTMENTS **\$795.00**

INSTALLATION & SVC.

INSTALLATION & SVC. Sewer Fund George Tani Drainage 18-068 Retainage Release \$5,531.01

INSTALLATION & SVC. - Total For Sewer Fund *\$5,531.01*

INSTALLATION & SVC. - ALL DEPARTMENTS **\$5,531.01**

INTERSTATE ALL BATTE

INTERSTATE ALL BATTE Traffic Control Battery for speed sentry at 2nd & Jackson \$66.60

INTERSTATE ALL BATTE - Total For Traffic Control *\$66.60*

INTERSTATE ALL BATTE - ALL DEPARTMENTS **\$66.60**

INTUIT, INC.

INTUIT, INC. Human Resources EAP CHILI SKATE NIGHT/CHILI COOK-OFF PRIZES \$75.00

INTUIT, INC. - Total For Human Resources *\$75.00*

INTUIT, INC. - ALL DEPARTMENTS **\$75.00**

ITRON

ITRON Meter Services Dec. 19 Misc. Hardware Mtn \$2,432.72

ITRON - Total For Meter Services *\$2,432.72*

ITRON - ALL DEPARTMENTS **\$2,432.72**

JOHNSON CONTROLS COR

JOHNSON CONTROLS COR Capital Projects Fund Heat at Nicolaysen \$350.90

JOHNSON CONTROLS COR - Total For Capital Projects Fund *\$350.90*

JOHNSON CONTROLS COR - ALL DEPARTMENTS**\$350.90****JOURNAL TECHNOLOGIES**

JOURNAL TECHNOLOGIES	Municipal Court	JustWare Support	\$11,370.00
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<i>JOURNAL TECHNOLOGIES - Total For Municipal Court</i>			<i>\$11,370.00</i>
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JOURNAL TECHNOLOGIES - ALL DEPARTMENTS**\$11,370.00****KEL LAC TACTICAL**

KEL LAC TACTICAL	Police Administration	SPORTING GOODS STORES	\$429.85
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<i>KEL LAC TACTICAL - Total For Police Administration</i>			<i>\$429.85</i>
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KEL LAC TACTICAL - ALL DEPARTMENTS**\$429.85****KNIFE RIVER/JTL**

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cover Materials	\$734.58
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<i>KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill</i>			<i>\$734.58</i>
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KNIFE RIVER/JTL - ALL DEPARTMENTS**\$734.58****KUBWATER RESOURCES,**

KUBWATER RESOURCES,	WWTP - Operations	Zetag polymer for dewatering	\$5,618.85
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<i>KUBWATER RESOURCES, - Total For WWTP - Operations</i>			<i>\$5,618.85</i>
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KUBWATER RESOURCES, - ALL DEPARTMENTS**\$5,618.85****L.N. CURTIS & SONS I**

L.N. CURTIS & SONS I	Fire-EMS Operations	Uniforms	\$821.92
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<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$821.92</i>
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L.N. CURTIS & SONS I - ALL DEPARTMENTS**\$821.92****LETZ'S RADIO SUPPLY**

LETZ'S RADIO SUPPLY	Fire-EMS Operations	Maytag Dishwasher	\$733.38
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<i>LETZ'S RADIO SUPPLY - Total For Fire-EMS Operations</i>			<i>\$733.38</i>
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LETZ'S RADIO SUPPLY - ALL DEPARTMENTS**\$733.38****LINCOLN NATL. LIFE I**

LINCOLN NATL. LIFE I	Health Insurance Fund	December Retirees	\$267.33
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<i>LINCOLN NATL. LIFE I - Total For Health Insurance Fund</i>			<i>\$267.33</i>
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LINCOLN NATL. LIFE I - ALL DEPARTMENTS**\$267.33****LISA'S SPIC N SPAN**

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Clean Scale	\$150.00
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<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$150.00</i>
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LISA'S SPIC N SPAN - ALL DEPARTMENTS**\$150.00****LITTLE SHOP OF BURGE**

LITTLE SHOP OF BURGE	Police Administration	EATING PLACES, RESTAURANTS	\$38.04
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<i>LITTLE SHOP OF BURGE - Total For Police Administration</i>			<i>\$38.04</i>
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LITTLE SHOP OF BURGE - ALL DEPARTMENTS**\$38.04****LONG BUILDING TECHNO**

LONG BUILDING TECHNO	Aquatics - Operations	Fixing HVAC System	\$354.00
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<i>LONG BUILDING TECHNO - Total For Aquatics - Operations</i>			<i>\$354.00</i>
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LONG BUILDING TECHNO	Balefill - Disposal & Landfill	Security Door Upgrade 18-064	\$5,130.05
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<i>LONG BUILDING TECHNO - Total For Balefill - Disposal & Landfill</i>			<i>\$5,130.05</i>
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LONG BUILDING TECHNO	Capital Projects Fund	Labor	\$5,479.00
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<i>LONG BUILDING TECHNO - Total For Capital Projects Fund</i>			<i>\$5,479.00</i>
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LONG BUILDING TECHNO - ALL DEPARTMENTS**\$10,963.05****LOVE S COUNTRY000022**

LOVE S COUNTRY000022	Metro Animal Fund - Admin	AUTOMATED FUEL DISPENSERS	\$28.11
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LOVE S COUNTRY000022	Metro Animal Fund - Admin	SERVICE STATIONS	\$11.58
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<i>LOVE S COUNTRY000022 - Total For Metro Animal Fund - Admin</i>			<i>\$39.69</i>
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LOVE S COUNTRY000022 - ALL DEPARTMENTS**\$39.69**

MARRIOTTJW L.A.LIVE

MARRIOTTJW L.A.LIVE	Planning - Admin	MARRIOTT	\$1,334.30
<i>MARRIOTTJW L.A.LIVE - Total For Planning - Admin</i>			<i>\$1,334.30</i>
MARRIOTTJW L.A.LIVE - ALL DEPARTMENTS			\$1,334.30

MAVERIK #547

MAVERIK #547	Police Administration	AUTOMATED FUEL DISPENSERS	\$59.75
MAVERIK #547	Police Administration	AUTOMATED FUEL DISPENSERS	\$82.03
<i>MAVERIK #547 - Total For Police Administration</i>			<i>\$141.78</i>
MAVERIK #547 - ALL DEPARTMENTS			\$141.78

MCMURRY READY MIX CO

MCMURRY READY MIX CO	Water - Distribution	1943 S Glendale	\$403.50
<i>MCMURRY READY MIX CO - Total For Water - Distribution</i>			<i>\$403.50</i>
MCMURRY READY MIX CO - ALL DEPARTMENTS			\$403.50

Menards E-Commerce

Menards E-Commerce	Rec Center - Operations	CREDIT FOR TAX CHARGED	(\$1.79)
<i>Menards E-Commerce - Total For Rec Center - Operations</i>			<i>(\$1.79)</i>
Menards E-Commerce - ALL DEPARTMENTS			(\$1.79)

MICHIGAN COMPANY

MICHIGAN COMPANY	Rec Center - Operations	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$85.94
<i>MICHIGAN COMPANY - Total For Rec Center - Operations</i>			<i>\$85.94</i>
MICHIGAN COMPANY - ALL DEPARTMENTS			\$85.94

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Regional Water Operations	RW Heater Repair 340WTP1119-03	\$822.25
<i>MODERN ELECTRIC CORP - Total For Regional Water Operations</i>			<i>\$822.25</i>
MODERN ELECTRIC CORP - ALL DEPARTMENTS			\$822.25

Monson

Monson	Buildings & Structures Fund	Custodial Maintenance Dec. 2019	\$6,213.81
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$6,213.81</i>
Monson - ALL DEPARTMENTS			\$6,213.81

MOTION INDUSTRIES

MOTION INDUSTRIES	WWTP - Operations	Seal kit	\$164.75
<i>MOTION INDUSTRIES - Total For WWTP - Operations</i>			<i>\$164.75</i>
MOTION INDUSTRIES - ALL DEPARTMENTS			\$164.75

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication	Jan. 2020 Maintenance	\$6,163.50
MOTOROLA SOLUTIONS	Public Safety Communication	Jan. 15- Feb 14 Service	\$1,700.98
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$7,864.48</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$7,864.48

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Police Administration	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$124.66
<i>NAPA AUTO PARTS CORP - Total For Police Administration</i>			<i>\$124.66</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$124.66

NATIONAL BENEFIT SER

NATIONAL BENEFIT SER	Health Insurance Fund	November 19 Plan Admin Fees	\$393.45
<i>NATIONAL BENEFIT SER - Total For Health Insurance Fund</i>			<i>\$393.45</i>
NATIONAL BENEFIT SER - ALL DEPARTMENTS			\$393.45

NELSON/NYGAARD CONSU

NELSON/NYGAARD CONSU	Metropolitan Planning Org	MPO 18-02 Long Range Transportation Plan	\$15,833.27
<i>NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org</i>			<i>\$15,833.27</i>
NELSON/NYGAARD CONSU - ALL DEPARTMENTS			\$15,833.27

NOLAND FEED

NOLAND FEED	Police Administration	VARIETY STORES	\$115.35
NOLAND FEED	Police Administration	VARIETY STORES	\$76.90

NOLAND FEED - Total For Police Administration \$192.25

NOLAND FEED - ALL DEPARTMENTS **\$192.25**

NORCO, INC.

NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for City Hall	\$419.69
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for City Hall	\$850.19
NORCO, INC.	Buildings & Structures Fund	Filters for BAS employees respirators	\$115.83

NORCO, INC. - Total For Buildings & Structures Fund \$1,385.71

NORCO, INC.	Fire-EMS Operations	Uniforms	\$1,065.03
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NORCO, INC. - Total For Fire-EMS Operations \$1,065.03

NORCO, INC.	Parks - Parks Maint.	Safety Supplies	\$143.58
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NORCO, INC. - Total For Parks - Parks Maint. \$143.58

NORCO, INC. - ALL DEPARTMENTS **\$2,594.32**

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Commercial	222283 2016 Side Load Mtn	\$600.00
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NORTHERN LIGHTS MANU - Total For Refuse - Commercial \$600.00

NORTHERN LIGHTS MANU - ALL DEPARTMENTS **\$600.00**

ONE EYED BUFFALO BRE

ONE EYED BUFFALO BRE	Police Administration	EATING PLACES, RESTAURANTS	\$29.42
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ONE EYED BUFFALO BRE - Total For Police Administration \$29.42

ONE EYED BUFFALO BRE - ALL DEPARTMENTS **\$29.42**

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Fire-EMS Operations	Drying Tool	\$17.84
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O'REILLY AUTO PARTS - Total For Fire-EMS Operations \$17.84

O'REILLY AUTO PARTS	Streets	Armor-all & Degreaser	\$77.93
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O'REILLY AUTO PARTS - Total For Streets \$77.93

O'REILLY AUTO PARTS - ALL DEPARTMENTS**\$95.77****PARTSMASTER**

PARTSMASTER	Balefill - Disposal & Landfill	Rental Parts Washer	\$196.42
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<i>PARTSMASTER - Total For Balefill - Disposal & Landfill</i>			<i>\$196.42</i>
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PARTSMASTER - ALL DEPARTMENTS**\$196.42****PAYPAL REEVESCOMPA**

PAYPAL REEVESCOMPA	Police Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$126.74
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<i>PAYPAL REEVESCOMPA - Total For Police Administration</i>			<i>\$126.74</i>
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PAYPAL REEVESCOMPA - ALL DEPARTMENTS**\$126.74****PAYPAL THARPECONSU**

PAYPAL THARPECONSU	Police Administration	ADVERTISING SERVICES	\$1,875.00
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PAYPAL THARPECONSU	Police Administration	ADVERTISING SERVICES	\$375.00
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<i>PAYPAL THARPECONSU - Total For Police Administration</i>			<i>\$2,250.00</i>
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PAYPAL THARPECONSU - ALL DEPARTMENTS**\$2,250.00****PCN STRATGIES INC**

PCN STRATGIES INC	Capital Projects Fund	Molle Mounts	(\$2,100.00)
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PCN STRATGIES INC	Capital Projects Fund	G-Tac Equipment	\$741.62
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PCN STRATGIES INC	Capital Projects Fund	G-Tac Equipment	\$933.25
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PCN STRATGIES INC	Capital Projects Fund	Molle Mounts	\$2,200.00
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PCN STRATGIES INC	Capital Projects Fund	On-Site Training	\$11,210.40
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PCN STRATGIES INC	Capital Projects Fund	Mounting Bracket	\$342.99
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<i>PCN STRATGIES INC - Total For Capital Projects Fund</i>			<i>\$13,328.26</i>
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PCN STRATGIES INC - ALL DEPARTMENTS**\$13,328.26****POSTAL PROS, INC.**

POSTAL PROS, INC.	Customer Service	Utility Billing 12/09-12/15	\$5,562.74
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POSTAL PROS, INC.	Customer Service	Utility Billing 11/25-12-01	\$2,500.09
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POSTAL PROS, INC.	Customer Service	Utility Billing	\$779.12
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POSTAL PROS, INC.	Customer Service	Utility Billing 12/01-12/08	\$293.13
POSTAL PROS, INC.	Customer Service	Utility Billing	\$2,305.33
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$11,440.41</i>
POSTAL PROS, INC.	Water	Utility Billing	\$888.00
<i>POSTAL PROS, INC. - Total For Water</i>			<i>\$888.00</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$12,328.41

PROFORCE LAW ENFORCE

PROFORCE LAW ENFORCE	Police Administration	Dataport Download	\$200.00
<i>PROFORCE LAW ENFORCE - Total For Police Administration</i>			<i>\$200.00</i>
PROFORCE LAW ENFORCE - ALL DEPARTMENTS			\$200.00

PUBLIC AGENCY TRAINI

PUBLIC AGENCY TRAINI	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$2,275.00
<i>PUBLIC AGENCY TRAINI - Total For Police Administration</i>			<i>\$2,275.00</i>
PUBLIC AGENCY TRAINI - ALL DEPARTMENTS			\$2,275.00

QQEST SOFTWARE SYSTE

QQEST SOFTWARE SYSTE	Human Resources	TIMEFORCE MONTHLY USER FEES	\$2,540.00
<i>QQEST SOFTWARE SYSTE - Total For Human Resources</i>			<i>\$2,540.00</i>
QQEST SOFTWARE SYSTE - ALL DEPARTMENTS			\$2,540.00

QTS RESTAURANT CODY

QTS RESTAURANT CODY	Fire-EMS Training	Meal while attending a training in Cody	\$16.04
QTS RESTAURANT CODY	Fire-EMS Training	Meal while attending a training in Cody	\$15.00
QTS RESTAURANT CODY	Fire-EMS Training	Meals While Attending a Training in Cody	\$16.56
<i>QTS RESTAURANT CODY - Total For Fire-EMS Training</i>			<i>\$47.60</i>
QTS RESTAURANT CODY - ALL DEPARTMENTS			\$47.60

RAMKOTA HOTEL AND CO

RAMKOTA HOTEL AND CO	Rec Center - Admin	ONE NIGHT STAY - REC MANGER POSITION - PA	\$96.00
RAMKOTA HOTEL AND CO	Rec Center - Admin	Rec Manager Candidate - Phillip Moya	\$192.00

<i>RAMKOTA HOTEL AND CO - Total For Rec Center - Admin</i>			<i>\$288.00</i>
RAMKOTA HOTEL AND CO - ALL DEPARTMENTS			\$288.00

RAMSHORN CONSTRUCTIO

RAMSHORN CONSTRUCTIO	Capital Projects Fund	2019 13TH ST. IMP 18-075	\$17,072.61
<i>RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund</i>			<i>\$17,072.61</i>
RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS			\$17,072.61

RDG IA INC

RDG IA INC	Metropolitan Planning Org	Wayfinding Plan	\$14,400.00
<i>RDG IA INC - Total For Metropolitan Planning Org</i>			<i>\$14,400.00</i>
RDG IA INC - ALL DEPARTMENTS			\$14,400.00

RECYKLING INDUSTRIAL

RECYKLING INDUSTRIAL	Balefill - Baler Processing	Extend Ejection Rams on both Balers	\$54,973.20
<i>RECYKLING INDUSTRIAL - Total For Balefill - Baler Processing</i>			<i>\$54,973.20</i>
RECYKLING INDUSTRIAL - ALL DEPARTMENTS			\$54,973.20

RICOH USA INC

RICOH USA INC	Police Administration	November Copier	\$50.60
<i>RICOH USA INC - Total For Police Administration</i>			<i>\$50.60</i>
RICOH USA INC - ALL DEPARTMENTS			\$50.60

RMI WYOMING INC

RMI WYOMING INC	Buildings & Structures Fund	BAS Safety Supplies	\$199.00
<i>RMI WYOMING INC - Total For Buildings & Structures Fund</i>			<i>\$199.00</i>
RMI WYOMING INC	Risk Management	Self Rescue Training Pack	\$571.20
<i>RMI WYOMING INC - Total For Risk Management</i>			<i>\$571.20</i>
RMI WYOMING INC - ALL DEPARTMENTS			\$770.20

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Pool	Electricity	\$532.91
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			<i>\$532.91</i>
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Electricity	\$11,819.22
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Closed Balefill Gas System Power	\$517.94
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			<i>\$12,337.16</i>
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Electricity	\$158.50
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			<i>\$158.50</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$480.16
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$480.16</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Electricity	\$592.60
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$592.60</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Electricity	\$2,996.63
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$2,996.63</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$2,335.33
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$2,335.33</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$58.83
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$58.83</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Electricity	\$48,308.34
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$48,308.34</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Electricity	\$9,596.40
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$9,596.40</i>
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$86.24
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$86.24</i>
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$22,843.84
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			<i>\$22,843.84</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$100,326.94

ROCKY MTN. FIRE SYST

ROCKY MTN. FIRE SYST	Aquatics - Operations	Fixing a Fire Detector	\$209.19
<i>ROCKY MTN. FIRE SYST - Total For Aquatics - Operations</i>			<i>\$209.19</i>
ROCKY MTN. FIRE SYST - ALL DEPARTMENTS			\$209.19

Rooter

Router	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$547.40
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Router	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$64.56
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$611.96</i>
Router - ALL DEPARTMENTS			\$611.96

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Balefill - Diversion & Special	Hazardous Waste Spill Response Materials	\$456.00
<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Diversion & Special</i>			<i>\$456.00</i>
SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS			\$456.00

SAMS CLUB #6425

SAMS CLUB #6425	City Council	COUNCIL SUPPLIES	\$54.85
<i>SAMS CLUB #6425 - Total For City Council</i>			<i>\$54.85</i>
SAMS CLUB #6425	Ice Arena - Concessions	MAIN STAFF COATS	\$23.92
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$23.92</i>
SAMS CLUB #6425	Ice Arena - Operations	MAIN STAFF COATS	\$79.96
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$79.96</i>
SAMS CLUB #6425	Rec Center - Operations	WHOLESALE CLUBS	\$97.80
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			<i>\$97.80</i>
SAMS CLUB #6425	WWTP - Operations	Kitchen supplies	\$115.82
<i>SAMS CLUB #6425 - Total For WWTP - Operations</i>			<i>\$115.82</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$372.35

SAMS MEMBERSHIP

SAMS MEMBERSHIP	Water - Distribution	AUTOMATIC MEMBERSHIP FEE	\$45.00
<i>SAMS MEMBERSHIP - Total For Water - Distribution</i>			<i>\$45.00</i>
SAMS MEMBERSHIP - ALL DEPARTMENTS			\$45.00

SAMSCLUB #6425

SAMSCLUB #6425	Buildings & Structures Fund	Custodial Supplies for City Hall	\$36.18
<i>SAMSCLUB #6425 - Total For Buildings & Structures Fund</i>			<i>\$36.18</i>
SAMSCLUB #6425	Streets	Paper Towels & Dawn Soap	\$62.92
<i>SAMSCLUB #6425 - Total For Streets</i>			<i>\$62.92</i>
SAMSCLUB #6425	WWTP - Operations	Sam's Club Membership	\$45.00

SAMSCLUB #6425 - Total For WWTP - Operations \$45.00

SAMSCLUB #6425 - ALL DEPARTMENTS \$144.10

SAMSCLUB.COM

SAMSCLUB.COM Buildings & Structures Fund Custodial Supplies for City Hall \$56.96

SAMSCLUB.COM - Total For Buildings & Structures Fund \$56.96

SAMSCLUB.COM Fire-EMS Operations Station Supplies \$113.90

SAMSCLUB.COM - Total For Fire-EMS Operations \$113.90

SAMSCLUB.COM - ALL DEPARTMENTS \$170.86

SESAC

SESAC Aquatics - Operations Music License for Rec Facilities and Conwell Par \$266.67

SESAC - Total For Aquatics - Operations \$266.67

SESAC Ice Arena - Operations Music License for Rec Facilities and Conwell Par \$266.66

SESAC - Total For Ice Arena - Operations \$266.66

SESAC Parks - Parks Maint. Music License for Rec Facilities and Conwell Par \$75.00

SESAC - Total For Parks - Parks Maint. \$75.00

SESAC Rec Center - Operations Music License for Rec Facilities and Conwell Par \$266.67

SESAC - Total For Rec Center - Operations \$266.67

SESAC - ALL DEPARTMENTS \$875.00

SESAC RIGHTS MANAGEM

SESAC RIGHTS MANAGEM Aquatics - Operations Music Performance License \$279.67

SESAC RIGHTS MANAGEM - Total For Aquatics - Operations \$279.67

SESAC RIGHTS MANAGEM Ice Arena - Operations Music Performance License \$279.66

SESAC RIGHTS MANAGEM - Total For Ice Arena - Operations \$279.66

SESAC RIGHTS MANAGEM Parks - Parks Maint. Music Performance License \$80.00

SESAC RIGHTS MANAGEM - Total For Parks - Parks Maint. \$80.00

SESAC RIGHTS MANAGEM Rec Center - Operations Music Performance License \$279.67

SESAC RIGHTS MANAGEM - Total For Rec Center - Operations \$279.67

SESAC RIGHTS MANAGEM - ALL DEPARTMENTS \$919.00

SHAMROCK ENVIRONMENT

SHAMROCK ENVIRONMENT	Capital Projects Fund	NPRR First Street Reach Constr 12-51	376,860.41
<i>SHAMROCK ENVIRONMENT - Total For Capital Projects Fund</i>			<i>\$376,860.41</i>
SHAMROCK ENVIRONMENT - ALL DEPARTMENTS			\$376,860.41

SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Monthly Retail Sewer	\$974.09
SKYLINE RANCHES	Sewer Fund	Monthly Retail Sewer	(\$97.41)
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$876.68</i>
SKYLINE RANCHES	WWTP	Monthly Retail Sewer	(\$311.47)
<i>SKYLINE RANCHES - Total For WWTP</i>			<i>(\$311.47)</i>
SKYLINE RANCHES - ALL DEPARTMENTS			\$565.21

SMITHS FOOD #4185

SMITHS FOOD #4185	Regional Water Operations	JPB Lunch	\$74.96
<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			<i>\$74.96</i>
SMITHS FOOD #4185 - ALL DEPARTMENTS			\$74.96

SOCIETYFORHUMANRESOU

SOCIETYFORHUMANRESOU	Human Resources	SHRM Membership Dues	\$189.00
<i>SOCIETYFORHUMANRESOU - Total For Human Resources</i>			<i>\$189.00</i>
SOCIETYFORHUMANRESOU - ALL DEPARTMENTS			\$189.00

SOFT DR INC

SOFT DR INC	Balefill - Diversion & Special	Special Waste Employee Break room Sink	\$70.00
<i>SOFT DR INC - Total For Balefill - Diversion & Special</i>			<i>\$70.00</i>
SOFT DR INC - ALL DEPARTMENTS			\$70.00

SOURCE OFFICE

SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$249.55
<i>SOURCE OFFICE - Total For Police Administration</i>			<i>\$249.55</i>
SOURCE OFFICE	Streets	2020 PLANNER REFILLS FOR LYNCH, SCHALL &	\$116.34
<i>SOURCE OFFICE - Total For Streets</i>			<i>\$116.34</i>

SOURCE OFFICE - ALL DEPARTMENTS**\$365.89****SOUTHEASTERN EQUIPME**

SOUTHEASTERN EQUIPME	Hogadon - Operations	Carpet cleaner parts	\$83.95
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<i>SOUTHEASTERN EQUIPME - Total For Hogadon - Operations</i>			<i>\$83.95</i>
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SOUTHEASTERN EQUIPME - ALL DEPARTMENTS**\$83.95****SPECTRUM REACH**

SPECTRUM REACH	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$84.63
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<i>SPECTRUM REACH - Total For Public Safety Communications</i>			<i>\$84.63</i>
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SPECTRUM REACH - ALL DEPARTMENTS**\$84.63****SPLIT SECOND TIMING**

SPLIT SECOND TIMING	Hogadon - Operations	Racing Software	\$325.00
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<i>SPLIT SECOND TIMING - Total For Hogadon - Operations</i>			<i>\$325.00</i>
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SPLIT SECOND TIMING - ALL DEPARTMENTS**\$325.00****SQ SQ MOUTHFUL**

SQ SQ MOUTHFUL	Rec Center - Operations	Lunch with Recreation Manager Candidates	\$64.80
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<i>SQ SQ MOUTHFUL - Total For Rec Center - Operations</i>			<i>\$64.80</i>
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SQ SQ MOUTHFUL - ALL DEPARTMENTS**\$64.80****SQ SQ MY EDUCATION**

SQ SQ MY EDUCATION	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$40.00
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SQ SQ MY EDUCATION	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$25.00
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<i>SQ SQ MY EDUCATION - Total For Police Administration</i>			<i>\$65.00</i>
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SQ SQ MY EDUCATION	Risk Management	CPR/AED Training	\$198.00
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<i>SQ SQ MY EDUCATION - Total For Risk Management</i>			<i>\$198.00</i>
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SQ SQ MY EDUCATION - ALL DEPARTMENTS**\$263.00****SQ SQ PEDEN'S**

SQ SQ PEDEN'S	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$16.00
<i>SQ SQ PEDEN'S - Total For Police Administration</i>			<i>\$16.00</i>
SQ SQ PEDEN'S - ALL DEPARTMENTS			\$16.00

SQ SQ THE VAC

SQ SQ THE VAC	Human Resources	Balloons for 30 year Celebration	\$29.55
<i>SQ SQ THE VAC - Total For Human Resources</i>			<i>\$29.55</i>
SQ SQ THE VAC - ALL DEPARTMENTS			\$29.55

SQU SQ WYOMING OFFI

SQU SQ WYOMING OFFI	WWTP - Operations	Office supplies	\$61.06
<i>SQU SQ WYOMING OFFI - Total For WWTP - Operations</i>			<i>\$61.06</i>
SQU SQ WYOMING OFFI - ALL DEPARTMENTS			\$61.06

STAPLES

STAPLES	Fire-EMS Administration	Mailing Material and DVD-R	\$24.20
<i>STAPLES - Total For Fire-EMS Administration</i>			<i>\$24.20</i>
STAPLES	Hogadon - Operations	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$27.16
<i>STAPLES - Total For Hogadon - Operations</i>			<i>\$27.16</i>
STAPLES - ALL DEPARTMENTS			\$51.36

STATE OF NEBRASKA -

STATE OF NEBRASKA -	Police Administration	Aguirre Driving Record	\$3.00
<i>STATE OF NEBRASKA - - Total For Police Administration</i>			<i>\$3.00</i>
STATE OF NEBRASKA - - ALL DEPARTMENTS			\$3.00

STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Buildings & Structures Fund	City Hall design work	\$2,732.50
<i>STATELINE NO 7 ARCHI - Total For Buildings & Structures Fund</i>			<i>\$2,732.50</i>
STATELINE NO 7 ARCHI	Perpetual Care Urban Forestr	Profect SAFEE Design	\$137.50
<i>STATELINE NO 7 ARCHI - Total For Perpetual Care Urban Forestry</i>			<i>\$137.50</i>

STATELINE NO 7 ARCHI - ALL DEPARTMENTS**\$2,870.00****STOTZ EQUIPMENT**

STOTZ EQUIPMENT	Sewer Fund - Collection	chop saw maintenance	\$7.99
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<i>STOTZ EQUIPMENT - Total For Sewer Fund - Collection</i>			\$7.99
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STOTZ EQUIPMENT	Weed & Pest Fund	Vehicles and wheeled equipment	\$53,750.00
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<i>STOTZ EQUIPMENT - Total For Weed & Pest Fund</i>			\$53,750.00
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STOTZ EQUIPMENT - ALL DEPARTMENTS			\$53,757.99
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STRAIGHTTALK AIRTIME

STRAIGHTTALK AIRTIME	Police State Grants	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$59.68
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<i>STRAIGHTTALK AIRTIME - Total For Police State Grants</i>			\$59.68
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STRAIGHTTALK AIRTIME - ALL DEPARTMENTS			\$59.68
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SUPERIOR INDUSTRIAL

SUPERIOR INDUSTRIAL	Meter Services	Annual Crane Inspection	\$460.00
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<i>SUPERIOR INDUSTRIAL - Total For Meter Services</i>			\$460.00
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SUPERIOR INDUSTRIAL - ALL DEPARTMENTS			\$460.00
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SUTHERLANDS 2219

SUTHERLANDS 2219	Fire-EMS Prevent & Inspect	Carbon Monoxide Detectors	\$630.00
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<i>SUTHERLANDS 2219 - Total For Fire-EMS Prevent & Inspect</i>			\$630.00
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SUTHERLANDS 2219	RWS - Booster Stations	PVC CEMENT FOR REGIONAL SAMPLE LINE	\$5.99
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<i>SUTHERLANDS 2219 - Total For RWS - Booster Stations</i>			\$5.99
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SUTHERLANDS 2219	Water - Distribution	GAP CRCK FOR ARV MANHOLE LIDS	\$8.58
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<i>SUTHERLANDS 2219 - Total For Water - Distribution</i>			\$8.58
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SUTHERLANDS 2219 - ALL DEPARTMENTS			\$644.57
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SWI, LLC

SWI, LLC	Balefill - Disposal & Landfill	Employee Gate	\$407.93
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SWI, LLC	Balefill - Disposal & Landfill	Employee Gate Repair	\$224.40
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<i>SWI, LLC - Total For Balefill - Disposal & Landfill</i>			\$632.33
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SWI, LLC - ALL DEPARTMENTS**\$632.33****TACTICALGEAR.COM**

TACTICALGEAR.COM	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$71.89
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<i>TACTICALGEAR.COM - Total For Police Administration</i>			\$71.89
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TACTICALGEAR.COM - ALL DEPARTMENTS**\$71.89****THE HOME DEPOT**

THE HOME DEPOT	Fire-EMS Operations	1400 Amp Dewalt Starter	\$156.45
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THE HOME DEPOT	Fire-EMS Operations	Cribbing Pack	\$290.33
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<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			\$446.78
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THE HOME DEPOT	Hogadon - Operations	Replacement Drill Batteries	\$99.00
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THE HOME DEPOT	Hogadon - Operations	Key Box Patrol	\$30.97
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<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$129.97
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THE HOME DEPOT	Streets	Tamper for patching	\$32.98
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<i>THE HOME DEPOT - Total For Streets</i>			\$32.98
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THE HOME DEPOT	Traffic Control	repair parts for X-mas lights	\$81.94
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THE HOME DEPOT	Traffic Control	Materials to hang vacuum hoses in shop and sa	\$71.89
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<i>THE HOME DEPOT - Total For Traffic Control</i>			\$153.83
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THE HOME DEPOT - ALL DEPARTMENTS**\$763.56****TOP OFFICE PRODUCTS**

TOP OFFICE PRODUCTS	Streets	Supplies	\$115.65
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<i>TOP OFFICE PRODUCTS - Total For Streets</i>			\$115.65
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TOP OFFICE PRODUCTS	Water - Distribution	November copy charges	\$98.67
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<i>TOP OFFICE PRODUCTS - Total For Water - Distribution</i>			\$98.67
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TOP OFFICE PRODUCTS - ALL DEPARTMENTS**\$214.32****TOWN OF MILLS**

TOWN OF MILLS	Police Grants Fund	Equitable Sharing Check DCI #2019-0422	\$815.10
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<i>TOWN OF MILLS - Total For Police Grants Fund</i>			\$815.10
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TOWN OF MILLS - ALL DEPARTMENTS**\$815.10**

TRAVELOCITY 74960621

TRAVELOCITY 74960621	Police Administration	TRAVEL AGENCIES	\$287.60
<i>TRAVELOCITY 74960621 - Total For Police Administration</i>			<i>\$287.60</i>
TRAVELOCITY 74960621 - ALL DEPARTMENTS			\$287.60

TRETO CONST.

TRETO CONST.	Capital Projects Fund	Credit LD's, contract 20300071	\$11,000.00
TRETO CONST.	Capital Projects Fund	North Beverly St Improvement	162,783.00
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$151,783.00</i>
TRETO CONST.	Water	West Casper Zone 2- Retainage Act. 59014555	\$10,000.00
<i>TRETO CONST. - Total For Water</i>			<i>\$10,000.00</i>
TRETO CONST.	Water - Tanks	W Casper Zone 2 Waterline 15-59	\$90,000.00
<i>TRETO CONST. - Total For Water - Tanks</i>			<i>\$90,000.00</i>
TRETO CONST. - ALL DEPARTMENTS			\$251,783.00

TRIHYDRO CORP.

TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Hazardous	\$4,521.39
TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Petroleum	\$1,505.11
<i>TRIHYDRO CORP. - Total For Capital Projects Fund</i>			<i>\$6,026.50</i>
TRIHYDRO CORP. - ALL DEPARTMENTS			\$6,026.50

TWEED'S WHOLESale

TWEED'S WHOLESale	Rec Center - Operations	CRC Custodial	\$314.88
TWEED'S WHOLESale	Rec Center - Operations	CRC Custodial	\$102.02
<i>TWEED'S WHOLESale - Total For Rec Center - Operations</i>			<i>\$416.90</i>
TWEED'S WHOLESale - ALL DEPARTMENTS			\$416.90

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler Conversion Training	\$112.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler Conversion Training	\$228.27
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i>			<i>\$340.27</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Training	\$1,932.00

TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Training	\$3,937.48
TYLER TECHNOLOGIES I	Capital Projects Fund	4 Timeclocks for Tyler - Executime	\$10,120.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$15,989.48</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Training	\$342.39
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Training	\$168.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$510.39</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$28.00
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$57.06
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$85.06</i>
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$140.00
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$285.32
<i>TYLER TECHNOLOGIES I - Total For Sewer Fund - Collection</i>			<i>\$425.32</i>
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$627.71
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$308.00
<i>TYLER TECHNOLOGIES I - Total For Water - Distribution</i>			<i>\$935.71</i>
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$112.00
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$228.26
<i>TYLER TECHNOLOGIES I - Total For WWTP - Operations</i>			<i>\$340.26</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$18,626.49

UNIFORM ADVANTAGE

UNIFORM ADVANTAGE	Metro Animal Fund - Admin	UNIFORMS	\$201.42
<i>UNIFORM ADVANTAGE - Total For Metro Animal Fund - Admin</i>			<i>\$201.42</i>
UNIFORM ADVANTAGE - ALL DEPARTMENTS			\$201.42

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Misc. Damascus product	\$41.24
UNIFORMS 2 GEAR	Police Administration	Misc. Blackinton	\$171.72
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$212.96</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$212.96

UNION WIRELESS

UNION WIRELESS	Water - Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	\$128.90
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UNION WIRELESS - Total For Water - Tanks \$128.90

UNION WIRELESS - ALL DEPARTMENTS \$128.90

URGENT CARE OF CASPE

URGENT CARE OF CASPE Police Administration Employee Testing \$462.00

URGENT CARE OF CASPE - Total For Police Administration \$462.00

URGENT CARE OF CASPE WWTP - Operations Hep B booster \$80.00

URGENT CARE OF CASPE - Total For WWTP - Operations \$80.00

URGENT CARE OF CASPE - ALL DEPARTMENTS \$542.00

USPS PO 5715580478

USPS PO 5715580478 WWTP - Operations Certified mail \$7.90

USPS PO 5715580478 - Total For WWTP - Operations \$7.90

USPS PO 5715580478 - ALL DEPARTMENTS \$7.90

UW CASHIER OFFICE

UW CASHIER OFFICE Police Animal Control COLLEGES, UNIVERSITIES, PROFESSIONAL SCH \$62.11

UW CASHIER OFFICE Police Animal Control COLLEGES, UNIVERSITIES, PROFESSIONAL SCH \$37.14

UW CASHIER OFFICE Police Animal Control COLLEGES, UNIVERSITIES, PROFESSIONAL SCH \$49.58

UW CASHIER OFFICE - Total For Police Animal Control \$148.83

UW CASHIER OFFICE - ALL DEPARTMENTS \$148.83

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT City Attorney GOVERNMENT SERVICES NOT ELSEWHERE CLAS \$17.50

VCN NATRONAREALESTAT - Total For City Attorney \$17.50

VCN NATRONAREALESTAT - ALL DEPARTMENTS \$17.50

VERIZON WIRELESS

VERIZON WIRELESS Balefill - Disposal & Landfill Oct-Nov Jetpack Monthly Service \$40.01

VERIZON WIRELESS - Total For Balefill - Disposal & Landfill \$40.01

VERIZON WIRELESS Code Enforcement Nov. 2019 \$150.66

VERIZON WIRELESS - Total For Code Enforcement \$150.66

VERIZON WIRELESS	Meter Services	Meters Phone Oct-Nov	\$305.99
<i>VERIZON WIRELESS - Total For Meter Services</i>			<i>\$305.99</i>
VERIZON WIRELESS	Metro Animal Fund - Admin	Metro Phone Use	\$105.00
<i>VERIZON WIRELESS - Total For Metro Animal Fund - Admin</i>			<i>\$105.00</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$601.66

VISION GRAPHICS INC

VISION GRAPHICS INC	Rec Center - Admin	MISCELLANEOUS PUBLISHING & PRINTING	\$1,694.00
<i>VISION GRAPHICS INC - Total For Rec Center - Admin</i>			<i>\$1,694.00</i>
VISION GRAPHICS INC - ALL DEPARTMENTS			\$1,694.00

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Human Resources	SERVICE RECOGNITION LUNCHEON INVITATION	\$84.40
<i>VISTAPR VISTAPRINT.C - Total For Human Resources</i>			<i>\$84.40</i>
VISTAPR VISTAPRINT.C - ALL DEPARTMENTS			\$84.40

VRC COMPANIES LLC

VRC COMPANIES LLC	City Clerk	December 2019	\$166.00
<i>VRC COMPANIES LLC - Total For City Clerk</i>			<i>\$166.00</i>
VRC COMPANIES LLC - ALL DEPARTMENTS			\$166.00

VZWRLSS IVR VB

VZWRLSS IVR VB	Sewer Fund - Collection	cellular and data	\$55.06
<i>VZWRLSS IVR VB - Total For Sewer Fund - Collection</i>			<i>\$55.06</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$55.06

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	November Aircard Bill - Verizon Wireless	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			<i>\$120.03</i>
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$25.92
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$25.92</i>

VZWRLSS MY VZ VB P - ALL DEPARTMENTS **\$145.95**

WASTE OIL FURNACES

WASTE OIL FURNACES	Balefill - Disposal & Landfill	Service/Clean Furnace	\$290.40
<i>WASTE OIL FURNACES - Total For Balefill - Disposal & Landfill</i>			<i>\$290.40</i>

WASTE OIL FURNACES - ALL DEPARTMENTS **\$290.40**

WEAR PARTS INC

WEAR PARTS INC	Traffic Control	Bolts and nuts for sign repair and installs	\$256.83
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$256.83</i>

WEAR PARTS INC	Water - Distribution	Bolts & washers	\$207.26
<i>WEAR PARTS INC - Total For Water - Distribution</i>			<i>\$207.26</i>

WEAR PARTS INC	WWTP - Operations	Bolts	\$48.77
<i>WEAR PARTS INC - Total For WWTP - Operations</i>			<i>\$48.77</i>

WEAR PARTS INC - ALL DEPARTMENTS **\$512.86**

WELLNESS SCREENING L

WELLNESS SCREENING L	Property Insurance Fund	Drug Testing Services of Natrona County	\$98.00
<i>WELLNESS SCREENING L - Total For Property Insurance Fund</i>			<i>\$98.00</i>

WELLNESS SCREENING L - ALL DEPARTMENTS **\$98.00**

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Capital Projects Fund	CEC Domestic and Fire Service Replacement	\$500.00
<i>WEST PLAINS ENGINEER - Total For Capital Projects Fund</i>			<i>\$500.00</i>

WEST PLAINS ENGINEER	Perpetual Care Urban Forestr	CEC Arena Floor Lighting	\$2,500.00
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WEST PLAINS ENGINEER	Perpetual Care Urban Forestr	CEC Fire Alarm 17-073	\$5,300.00
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<i>WEST PLAINS ENGINEER - Total For Perpetual Care Urban Forestry</i>			<i>\$7,800.00</i>
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WEST PLAINS ENGINEER - ALL DEPARTMENTS **\$8,300.00**

WESTERN SLING CO

WESTERN SLING CO	Regional Water Operations	Cable for Decant	\$35.32
<i>WESTERN SLING CO - Total For Regional Water Operations</i>			<i>\$35.32</i>

WESTERN SLING CO - ALL DEPARTMENTS **\$35.32**

WESTERN STATES FIRE

WESTERN STATES FIRE	Balefill - Diversion & Special	Inspection Chemical Disposal Building	\$3,360.00
<i>WESTERN STATES FIRE - Total For Balefill - Diversion & Special</i>			<i>\$3,360.00</i>

WESTERN STATES FIRE - ALL DEPARTMENTS **\$3,360.00**

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Police State Grants	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$110.00
<i>WESTERN WYOMING LOCK - Total For Police State Grants</i>			<i>\$110.00</i>

WESTERN WYOMING LOCK - ALL DEPARTMENTS **\$110.00**

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Monthly Retail sewer	(\$339.10)
WESTLAND PARK-RED BU	Sewer Fund	Monthly Retail sewer	\$3,391.00
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,051.90</i>
WESTLAND PARK-RED BU	WWTP	Monthly Retail sewer	(\$891.01)
<i>WESTLAND PARK-RED BU - Total For WWTP</i>			<i>(\$891.01)</i>

WESTLAND PARK-RED BU - ALL DEPARTMENTS **\$2,160.89**

WINN-MARION BARBER,

WINN-MARION BARBER,	WWTP - Operations	Valve	\$1,725.00
WINN-MARION BARBER,	WWTP - Operations	Freight	\$37.25
<i>WINN-MARION BARBER, - Total For WWTP - Operations</i>			<i>\$1,762.25</i>

WINN-MARION BARBER, - ALL DEPARTMENTS **\$1,762.25**

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Highland Park Cemetery Addition 16-051	\$4,635.15
WLC ENGINEERING - SU	Capital Projects Fund	Design & CA for Morad Park to Walmart 18-050	\$12,214.93
WLC ENGINEERING - SU	Capital Projects Fund	Design & CA for Morad Park to Walmart 18-050	\$5,040.90
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$21,890.98</i>
WLC ENGINEERING - SU	Engineering	Surveyor Nov. 2019	\$145.00

<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$145.00</i>
WLC ENGINEERING - SU	Water - Tanks	W Casper Zone 2 15-59	\$4,460.42
<i>WLC ENGINEERING - SU - Total For Water - Tanks</i>			<i>\$4,460.42</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$26,496.40

WM SUPERCENTER

WM SUPERCENTER	City Council	COUNCIL SUPPLIES	\$2.48
<i>WM SUPERCENTER - Total For City Council</i>			<i>\$2.48</i>
WM SUPERCENTER	Fire-EMS Operations	Walmart - Station Supplies	\$42.55
WM SUPERCENTER	Fire-EMS Operations	Station Supplies	\$12.10
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$54.65</i>
WM SUPERCENTER	Ft. Caspar Museum	Collections storage supplies.	\$19.84
<i>WM SUPERCENTER - Total For Ft. Caspar Museum</i>			<i>\$19.84</i>
WM SUPERCENTER	Human Resources	CHILI SKATE NIGHT SUPPLIES	\$91.03
<i>WM SUPERCENTER - Total For Human Resources</i>			<i>\$91.03</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$168.00

WOODWORKERS SUPPLY,

WOODWORKERS SUPPLY,	Buildings & Structures Fund	Supplies for Tiny Town display at PD Dispatch	\$31.91
WOODWORKERS SUPPLY,	Buildings & Structures Fund	Supplies for Tiny Town display at PD Dispatch	\$34.92
<i>WOODWORKERS SUPPLY, - Total For Buildings & Structures Fund</i>			<i>\$66.83</i>
WOODWORKERS SUPPLY, - ALL DEPARTMENTS			\$66.83

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Bryan Stock Trail Bridge 09-27	\$48.75
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$48.75</i>
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$48.75

WY. LAW ENFORCEMENT

WY. LAW ENFORCEMENT	Police Administration	Peace Officer Basic Training	\$2,620.00
WY. LAW ENFORCEMENT	Police Administration	Peace Officer Basic Training	\$2,155.50
<i>WY. LAW ENFORCEMENT - Total For Police Administration</i>			<i>\$4,775.50</i>

WY. LAW ENFORCEMENT - ALL DEPARTMENTS

\$4,775.50

WY. MACHINERY CO.

WY. MACHINERY CO. Balefill - Disposal & Landfill Loader Rent Windmill Blade \$7,507.35

WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill \$7,507.35

WY. MACHINERY CO. Fleet Maintenance Fund 141402 Service \$21,096.14

WY. MACHINERY CO. - Total For Fleet Maintenance Fund \$21,096.14

WY. MACHINERY CO. - ALL DEPARTMENTS

\$28,603.49

WYOMING SAFETY GROUP

WYOMING SAFETY GROUP Risk Management Safety Consulting \$3,217.50

WYOMING SAFETY GROUP - Total For Risk Management \$3,217.50

WYOMING SAFETY GROUP - ALL DEPARTMENTS

\$3,217.50

WYOMING STEEL & RECY

WYOMING STEEL & RECY Refuse - Recycling Refuse Recycle \$5,341.70

WYOMING STEEL & RECY - Total For Refuse - Recycling \$5,341.70

WYOMING STEEL & RECY - ALL DEPARTMENTS

\$5,341.70

CITYWIDE BILLS AND CLAIMS TOTAL

\$1,893,835.68

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 _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 01/07/20

Payroll Disbursements

12/24/19	Fire Payroll	\$ 164,292.80
12/24/19	Benefits & Deductions	\$ 27,256.09
12/26/19	City Payroll	\$ 1,091,164.63
12/26/19	Benefits & Deductions	\$ 470,582.15

<u>Total Payroll</u>	<u>\$ 1,753,295.67</u>
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Additional Accounts Payable

12/12/2019	Prewrits: Sales Tax, Utility Refunds	
	State of Wyoming- Dept. of Revenue	\$ 586.77
	Miss Ashlee's Preschool	\$ 66.66
	Andrew, Paula	\$ 14.18
	Ruffatto, Domenic	\$ 44.01
	Wilson, David	\$ 17.41
	Macrae, Christina	\$ 20.45
	Defraiece, Paige	\$ 48.70
		<u>\$ 798.18</u>
12/19/2019	Prewrits: Utility Refunds, Petty Cash, Insurance	
	Cigna	\$ 35,189.00
	First Interstate Bank- Petty Cash	\$ 118.50
	Bell, Laura	\$ 58.26
	Barrett, Douglas	\$ 15.52
	Perry, Paul	\$ 47.85
	Gorrie, Pam	\$ 42.12
	Transportation Partners	\$ 60.00
	71 Construction	\$ 312.30
	Halls Custom Paving	\$ 33.54
	Wycomp	\$ 35.00
	Element Technical Services	\$ 60.00
	Conger Construction	\$ 25.98
	Sontrust Developments	\$ 49.56
		<u>\$ 36,047.63</u>
12/20/19	Chalk Buttes- Payment short, retainage issue	\$ 123.26
12/23/19	Additional P-Cards for BOA Payment	\$ 105,878.59

<u>Total Additional AP</u>	<u>\$ 142,847.66</u>
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December 4, 2019

MEMO TO: J. Carter Napier, City Manager *?? for JCN*
FROM: Andrew Beamer, Public Services Director
SUBJECT: An Ordinance Amending Section 10.24.020 of the Casper Municipal Code

Meeting Type & Date:
Regular Council Meeting
January 7, 2020

Action Type
Ordinance

Recommendation
That Council, by Ordinance, Amend Section 10.24.020 of the Casper Municipal Code.

Summary
Wyoming State Statutes specify maximum speed limits on roadways, limiting speeds to 30-mph in residential areas and 20-mph in appropriately signed school zones. The City of Casper has adopted the 30-mph speed limit as the default speed limit for all locations unless posted otherwise. Statutes also allow local authorities to establish speed limits in their jurisdiction that differ from the statutes as long as they are consistent with national practices. Underlying all speed limits is the requirement that drivers operate their vehicles at a speed that is reasonable and prudent for conditions.

Based on citizen feedback, speed data was recently collected along Metro Road to determine if the speed limit could be increased. The speed limit along this section of roadway is currently at the default of 30-mph. The 85th Percentile Speed along Metro Road is 40-mph. It is clear that the majority of the public feel this speed to be appropriate, and Council supported staff's recommendation to raise this speed limit to 40-mph.

As such, the Casper Municipal Code is proposed to be amended as follows:

“C” of Ordinance 10.24.020 is created to read as follows:

C. Metro Road from Bryan Stock Trail to Station Road.

Financial Considerations
Change in signage – anticipate \$800.00 – approximation

Oversight/Project Responsibility
Andrew Beamer, Public Services Director

Attachments

Ordinance

Existing Code Section 10.24.020

Amending Ordinance
10.24.020 Casper Municipal Code
Metro Road

ORDINANCE NO.1-20

AN ORDINANCE AMENDING SECTION 10.24.020 OF THE CASPER MUNICIPAL CODE PERTAINING TO FORTY MILE PER HOUR SPEED ZONES

WHEREAS, speed data along Metro Road supports raising the speed limit from 30 miles per hour to 40 miles per hour.

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

That Section 10.24.020 of Chapter 10.24 of the Casper Municipal Code is hereby amended to add an additional paragraph "C" which reads as follows:

C. Metro Road from Bryan Stock Trail to Station Road.

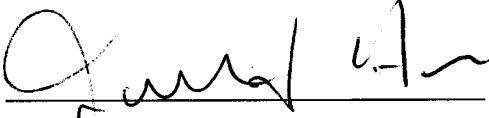
This Ordinance shall become in full force and effect upon passage on third reading and publication.

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:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

10.24.010 - Twenty mile per hour speed zones.

The following areas shall be designated as twenty mile per hour speed zones:

- A. Beginning at the point of intersection of "E" Street with Center Street, which is the northwesterly corner of the area described, thence easterly along the northern border of "E" Street extended in an easterly direction to the imaginary intersection of Park Street, thence southerly along the eastern border of Park Street to 3rd Street, thence westerly along the southern border of 3rd Street to Collins Drive; thence westerly along the southern border of Collins Drive to Durbin Street; thence southerly along the eastern border of Durbin Street to 6th Street, thence westerly along the southern border of 6th Street to Ash Street, thence northerly along the western border of Ash Street to Midwest Avenue, thence westerly to the west edge of Spruce Street, thence to the extended projection of the intersection of Spruce Street with West "C" Street and West 1st, thence northerly along the west side of West "C" Street to West "BC" Street to the extended intersection of West "BC" Street with Center Street, thence northerly along the western border of Center Street to the point of beginning;
- B. Columbine from Daffodil to Honeysuckle.
- C. South Conwell Street from East 1st Street to East 5th Street; East 2nd Street from South Park Street to South Conwell Street; East 5th Street from South McKinley Street to South Conwell Street; all streets between South McKinley Street and South Conwell Street; and East 2nd Street and East 5th Street.

(Ord. 12-00 § 1, 2000; Ord. 2-88 (part); Ord. 88-87, 1987: prior code § 24-30)

(Ord. No. 22-09, § 1, 11-3-2009; Ord. No. 3-19, 3-5-2019)


10.24.020 - Forty mile per hour speed zones.

The following areas shall be designated as forty mile per hour speed zones:

- A. Bryan Stock Trail from K Street to Amoco Road.

(Ord. 2-88 (part), 1988: prior code § 24-30(1))

December 5, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Appeal of Planning and Zoning Commission's Decision to Deny a Zone Change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business)

Meeting Type & Date:

Regular Council Meeting, January 7, 2020

Action Type:

Ordinance, Resolution and Public Hearing

Recommendation:

That Council consider the appeal of the Planning and Zoning Commission's decision to deny a Zone Change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business).

Summary:

East Elkhorn Ranch, LLC has applied for a zoning classification change of a 2.8-acre parcel of property located at the corner of Events Drive and North Poplar Street, directly east of the Central Wyoming Counseling Center property. The subject property is currently zoned PH (Park Historic) and the applicants have requested that it be rezoned to C-4 (Highway Business). The property is currently undeveloped.

This property was acquired by the applicant, from the City, several years ago in a land trade. In that the property is no longer under City ownership, the PH (Park Historic) zoning of the property is no longer appropriate, and hinders the future development of the property. Surrounding zoning in the area includes C-4 (Highway Business) to the south, and PH (Park Historic) on all other sides. According to the zone change application submitted by the applicant, upon approval of the rezoning, the lot will be listed for sale.

The Planning and Zoning Commission reviewed the proposed zone change at their September 19, 2019 public hearing. Pursuant to the Planning and Zoning Commission's bylaws, four (4) affirmative votes are required to pass any motion. The motion to approve the zone change failed by a vote of two (2) in favor, and three (3) against. Those opposing the zone change were in agreement with neighboring property owners' concerns that the C-4 (Highway Business) zoning district allows uses that would conflict with the existing uses in the surrounding area.

Section 17.12.170(E) of the Casper Municipal Code specifies that if a zone change is denied, the Commission shall state in writing the reasons for its decision. Decisions of the Commission to deny a zone change may be appealed to the City Council, in writing, within ten (10) calendar days from the date of the written decision. Staff received a request for an appeal from the applicant dated September 27, 2019.

As required by City Code and State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing, public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with a public notice sign. All public hearings are also advertised on the City Council's agenda on the website (casperwy.gov).

At the November 5, 2019 Council meeting, the public hearing for the appeal was cancelled and re-established for January 7, 2020 in order for the property owners to work together on a mutually agreed upon zoning classification. A new notice of public hearing was published on December 10, 2019 in the Casper Star-Tribune advertising the City Council public hearing for January 7th, and public notices were re-sent to all property owners within 300 feet of the subject property.

Financial Considerations:

N/A

Oversight/Project Responsibility:


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

Attachments:

Memo to the Chairman and Members of the Planning & Zoning Commission
Minutes from the September 19, 2019 Planning and Zoning Commission public hearing
Aerial map
Existing Zoning Map
Future Land Use Context Map
Photos
Zone Change Application
Notice of Decision
Ordinance
Resolution
Letters of Opposition from neighboring property owners
Request for Appeal
Appraisal

September 13, 2019

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

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

SUBJECT: **PLN-19-025-Z**- Petition for a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business). Applicant: East Elkhorn Ranch, LLC

Recommendation:

If, after hearing public testimony, and considering the facts of the case, the Planning and Zoning Commission finds that the proposed zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff would recommend approval of the zone change, with a “do pass” recommendation to the City Council.

Code Compliance:

Staff has completed all public notice requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes including notification of property owners within 300 feet by first class mail, posting a sign on the property, and publishing legal notice in the Casper Star-Tribune. At this time, three letter of opposition has been received, and has been included for the Commission’s consideration.

Summary:

East Elkhorn Ranch, LLC has applied for a zoning classification change of a 2.8-acre parcel of property located at the corner of Events Drive and North Poplar Street, directly east of the Central Wyoming Counseling Center property. The subject property is currently zoned PH (Park Historic) and the applicants have requested that it be rezoned to C-4 (Highway Business). The property is currently undeveloped.

This property was acquired by the applicant, from the City, several years ago in a land trade. In that the property is no longer under City ownership, the PH (Park Historic) zoning of the property is no longer appropriate, and hinders the future development of the property. Surrounding zoning in the area includes C-4 (Highway Business) to the south, and PH (Park Historic) on all other sides. According to the zone change application submitted by the applicant, upon approval of the rezoning, the lot will be listed for sale.

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 subject property is located in a transition area between the area to the south designated as a “community center” and the area to the north, which is designated as “Parks and Open Space.” Page 4-33 of the Plan provides general characteristics of areas designated as community centers. Primary land uses include retail, trade, service uses and offices with supporting multifamily residential.

Chapter Three (3) of the Plan provides principles and goals. Principles and goals that may be applicable to the requested zone change are as follows:

Principle ECH1 – **Balanced Uses:** Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations (Pg. 3-5)

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

Section 17.76.020 of the Municipal Code lists the following land uses as being permitted in the proposed C-4 (Highway Business) zoning district.

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

PLANNING AND ZONING MEETING
THURSDAY, September 19, 2019
CITY COUNCIL CHAMBERS

These minutes are a summary of the meeting. For full details view online at www.casperwy.gov on the Meetings and Agendas web page. The Planning and Zoning Commission held a meeting at 6:00 p.m., on Thursday September 19, 2019, in the Council Chambers, City Hall, 200 North David Street, Casper, Wyoming.

Members Present: Bob King
 Fred Feth
 Chuck Davis
 Susan Frank
 Terry Wingerter

Absent Members: Randy Hein
 Erik Aune

Others present: Liz Becher, Community Development Director
 Craig Collins, City Planner
 Dee Hardy, Administrative Support Technician
 Wallace Trembath, Assistant City Attorney
 Bob Hopkins, Council Liaison
 Ken Bates, Councilman
 Tassma Powers, 441 Landmark Drive, Suite 100
 Michelle Thompson, 721 La Hacienda
 Kent Katz, 911 Stafford
 Tyler Currence, 2575 Clark Fork Lane, Missoula, Montana

I. MINUTES OF THE PREVIOUS MEETINGS

Chairman King asked if there were additions or corrections to the minutes of the August 15, 2019 Planning & Zoning Commission meeting.

Chairman King called for a motion to approve the minutes of the August 15, 2019 Planning & Zoning Commission meeting.

Mr. Davis made a motion to approve the minutes of the August 15, 2019 meeting. The motion was seconded by Mr. Wingerter. All those present voted aye. Motion carried.

II. PUBLIC HEARING

The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their Public Hearing until next month in anticipation of more Planning Commission members being present, if they so desire.

PLN-19-025-Z- Petition for a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business). Applicant: East Elkhorn Ranch, LLC.

Tassma Powers, 441 Landmark Drive, Suite 100, asked Chairman King if the case could be postponed at any time during the presentation.

Chairman King deferred the question to Wallace Trembath, Assistant City Attorney.

Mr. Trembath advised Chairman King that was at his discretion.

Chairman King advised the applicant that the decision to postpone should be made before the presentation.

Ms. Powers stated they will go ahead with the request for a zone change this evening.

Craig Collins, City Planner presented the staff report and entered eight (8) exhibits into the record for this case.

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

Michelle Thompson, 721 La Hacienda, spoke in favor of this case.

Mr. Wingerter asked if the land was currently for sale, and if there had been any discussions about what type of business would be located on the property.

Ms. Thompson advised that a medical facility would be the applicant's preferred choice. She stated that the land cannot be sold until the zoning is changed from Park Historic (PH) to another zoning classification.

Mr. Davis stated that the City owns the Event Center and National Historic Trails Center, and asked what preservation will be taken to keep the land use compatible. Are there covenants to back up what you would like to put in there?

Ms. Thompson stated that there are not any covenants, currently the land is undeveloped and zoned Park Historic (PH). She advised that she would defer to the future owners to follow the rules.

Chairman King asked if here was anyone wishing to speak in favor or opposition to this case.

Kent Katz, 991 Stafford, spoke in opposition to this case. He made the suggestion of C-3 (Central Business) zoning for the property.

Mr. Wingerter asked for examples of businesses that are permitted in the C-3 (Central Business) zoning district.

Mr. Katz stated that C-3 (Central Business) allows restaurants, hotels, offices including professional and medical. He stated any one of those would be compatible with existing businesses located in the area.

Chairman King asked that the map showing the current zoning be put up on the screen.

Mr. Davis asked Ms. Thompson for clarification regarding covenants, and was her answer “no” there are not any?

Ms. Thompson replied that there were not any covenants.

There being no others to speak, Chairman King closed the public hearing and entertained a motion to approve, deny, or table PLN-19-025-Z a request for a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business).

Mr. Wingerter made a motion to deny case PLN-19-025-Z.

Mr. Trembath asked if motions could be framed in the affirmative for discussion purposes. The Planning and Zoning Commission rules requires affirmative votes to pass something.

Mr. Wingerter withdrew his motion.

Mr. Feth asked staff if there was another zoning classification that would be appropriate at this location.

Mr. Collins advised that C-4 (Highway Business) exists in the area, C-2 (General Business), HM (Hospital Medical) or OB (Office Business). He noted that C-3 (Central Business) is a downtown zoning classification. He recommended that if the Commission wants to head in the direction of a different zoning classification, he would ask that they continue the case to allow for proper notification.

Ms. Frank made a motion to approve case PLN-19-025-Z, a request for a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business) for discussion purposes. The motion was seconded by Mr. Davis.

Chairman King asked staff if the zoning for this property must change because it cannot remain Park Historic (PH), as it is privately owned?

Mr. Trembath stated that the zoning could remain PH (Park Historic), but that would limit the uses for the property.

Chairman King advised the Commissioners to be cautious of a spot zoning. Zoning an area for a specific reason as opposed to what fits in the area according the comprehensive land use plan.

Mr. Collins stated that he anticipated the spot zoning question being discussed, and he handed out the Municipal Code definition of spot zoning.

Mr. Trembath asked Chairman King to read the definition into the record.

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

Chairman King asked for comments or discussion. There were none.

Chairman King asked members of the Commission to cast their vote. Chairman King and Ms. Frank voted aye. Mr. Feth, Mr. Wingerter and Mr. Davis voted nay. Motion failed.

Mr. Collins advised that in the case of zoning, a denial ends with the Planning and Zoning Commission. He stated that the applicant has ten (10) days to file an appeal with City Council.

The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their Public Hearing until next month in anticipation of more Planning Commission members being present, if they so desire.

PLN-19-026-Z – Petition for a zone change of 1.65-acres, generally located at the northwest corner of SW Wyoming Blvd and South Coffman Avenue,

described as Tract A, Garden Creek Square Addition, from Planned Unit Development (PUD) to General Business (C-2). Applicant: Housing Solutions, LLC, and JVG, LLC.

Craig Collins, City Planner presented the staff report and entered five (5) exhibits into the record for this case.

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

Tyler Currence, Housing Solutions, 2575 Clark Fork Lane, Missoula, Montana, spoke in favor of this case, and made a presentation about the project.

Mr. Davis asked if the square footage of a one (1) bedroom apartment would be 600 square feet and a two (2) bedroom would be 762 square feet.

Mr. Currence replied that Mr. Davis was correct.

Mr. Wingerter inquired if the apartments would be low income, but stated that it would not affect his decision whether they were or not.

Mr. Currence stated the apartments would be for the 55 and up age group, and have 4-5 ADA Units.

Ms. Frank clarified that they would be income-based apartments and not market rate.

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

There being no one to speak, Chairman King closed the public hearing and entertained a motion to approve, deny, or table PLN-19-026-Z a request for a zone change of 1.65-acres, generally located at the northwest corner of SW Wyoming Blvd and South Coffman Avenue, described as Tract A, Garden Creek Square Addition, from Planned Unit Development (PUD) to General Business (C-2).

Mr. Wingerter made a motion to approve case PLN-19-026-Z, a request for a zone change of 1.65-acres, generally located at the northwest corner of SW Wyoming Blvd and South Coffman Avenue, described as Tract A, Garden Creek Square Addition, from Planned Unit Development (PUD) to General Business (C-2). The motion was seconded by Mr. Feth. All those present voted aye. Motion carried.

III. COUNCIL ACTIONS:

The following item(s) have been approved by the City Council since the last Planning and Zoning Commission meeting.

Zone Change of 442 North Lennox to C-2 (General Business)

Zone Change of 1014 Glenarm Street (former North Casper Elementary School) to C-2 (General Business)

IV. SPECIAL ISSUES:

There were none.

V. COMMUNICATIONS:

A. Commission:
There were none.

B. Community Development Director:
Liz Becher invited the Commission to attend the Coffee Talk, scheduled for Wednesday, October 2, 2019, 7:00 a.m., Council Chambers. Mayor, Charlie Powell and Carter Napier, City Manager will give a presentation about Opportunity Zone Funding. They have been in Washington D.C., meeting with the State of Wyoming congressional delegates as well as other federal agencies. She mentioned the CENSUS officially begins March 2, 2020 and the local CENSUS office will be hosting an open house Friday, October 4, 2019. She advised that the City uses CENSUS information daily.

Chairman King stated that the Community benefits from a complete count.

C. Council Liaison:
Councilman Hopkins had no update.

D. OYD and Historic Preservation Commission Liaisons
Fred Feth stated that the last meeting held September 26, 2019, there was an update on the Midwest Avenue street reconstruction. A Build Grant will be submitted for the Walnut to South Poplar Street. The former Plains Furniture building proposal shows there will be retail and residential. Final approval by City Council has been postponed to Tuesday, October 15, 2019. The livery stable will be torn down.

Casper Historic Preservation

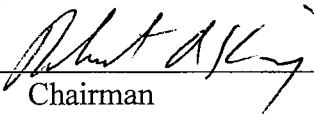
Mr. Wingerter stated that at the last meeting the Strategic Plan was reviewed and changes were discussed with the consultant.

- E. Other Communications:
There were none.

Chairman King stated that the next Planning and Zoning Commission meeting will be held Thursday, October 17, 2019.

VI. ADJOURNMENT

Chairman King called for a motion for the adjournment of the meeting. A motion was made by Ms. Frank and seconded by Mr. Wingerter to adjourn the meeting. All present voted aye. Motion carried. The meeting was adjourned 6:59 p.m.



Chairman




Secretary

Wilkins Rezone

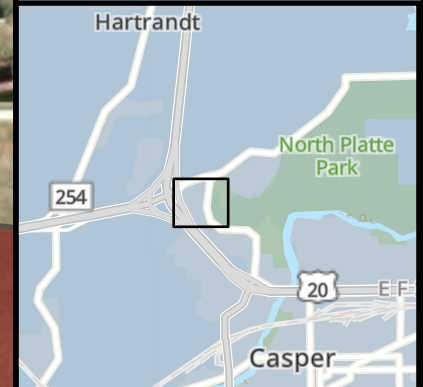


Wilkins Circle Rezoning



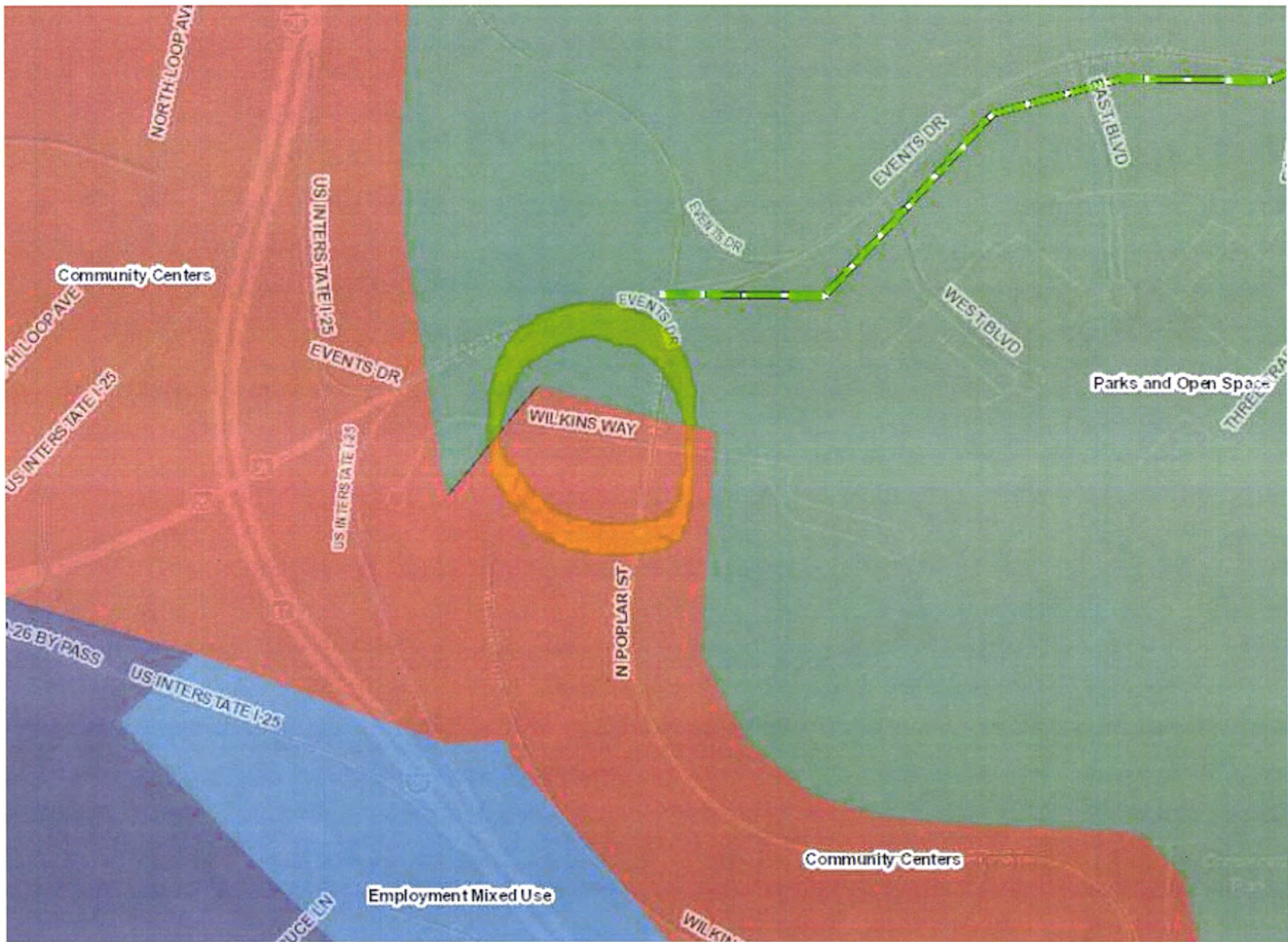
 Proposed Zoning Change

Zoning Classifications
 C4 - Highway Business
 PH - Park Historical



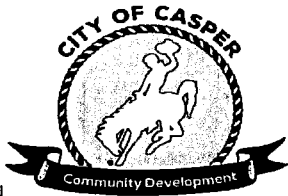
Disclaimer
 All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.











City of Casper Planning Division

Zone Change Application

OWNER/PETITIONER'S INFORMATION:

NAME: East Elkhorn Ranch, LLC
ADDRESS: 441 Landmark Dr., Ste 100 Casper WY 82601
TELEPHONE: 307-234-0583 EMAIL: Mthompson@McMurry.net

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: Part of Tract 4, North Platte River Park Addit (2.8 acres)
STREET ADDRESS: Corner of Events Drive + Poplar St. (North)
FROM EXISTING ZONING DISTRICT: Park Historic District
TO PROPOSED ZONING DISTRICT: C-4 Highway Business

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):

Upon rezoning this lot, we will list it for sale, focusing on marketing it to commercial business prospects such as medical, hotel/motel and other approved uses, keeping consistent with the neighboring properties which include counseling centers, medical clinic, surgical center and financial institutions.

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: [Signature]

SIGNATURE OF PROPERTY OWNER: _____

DATE: 7/15/2019

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:
7/30/19
REC'D BY: [Signature]

CITY OF CASPER, WYOMING
PLANNING AND ZONING COMMISSION
PUBLIC HEARING

SEPTEMBER 19, 2019

NOTICE OF DECISION

Case PLN-19-025-Z

The Planning and Zoning Commission of the City of Casper held a public hearing at 6:00 p.m., September 19, 2019, in the City Council Chambers, City Hall, 200 North David, Casper, Wyoming, to consider the following:

PLN-19-025-Z- Petition for a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business). Applicant: East Elkhorn Ranch, LLC

Having considered the evidence and testimony presented at the public hearing, the Planning and Zoning Commission does not approve the zone change, for lack of four (4) affirmative votes in favor.

SUMMARY:

1. East Elkhorn Ranch, LLC petitioned the Planning and Zoning Commission for a Zone Change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business).
2. The petition for the requested Zone Change was dated July 30, 2019, at least thirty (30) days prior to the Planning and Zoning Commission public hearing, as required by the Casper Municipal Code.
3. Property owners within a three hundred (300) foot radius of the perimeter of the property were notified by first class mail, of the date, time, and place of the public hearing, at least fifteen days prior to the hearing date, as required in Section 17.12.170(B) of the Casper Municipal Code.
4. The property was posted, and a public notice was published in the Casper Star Tribune, as required in Section 17.12.170(C) of the Casper Municipal Code.

CONCLUSIONS OF LAW:

Based on the evidence and testimony presented at the public hearing, and in full consideration of all laws and adopted plans of the City of Casper, the Commission has jurisdiction over the proposed Zone Change pursuant to Section 17.12.170 of the Casper Municipal Code Zoning Ordinance of the City of Casper. NOW, THEREFORE, the Planning and Zoning Commission hereby **denies** the requested zone change by a vote of two (2) in favor, and three (3) against, because the zone change to C-4 (Highway Business) would allow land uses that could be detrimental to the existing land uses in the surrounding area.

DATED this 26th day of September, 2019.

APPROVED AS TO FORM:

Walter Truett

CITY OF CASPER
PLANNING AND ZONING COMMISSION

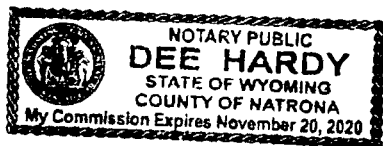
By: Bob King
Bob King, Chairman

By: Liz Becher
Liz Becher, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 26th day of September, 2019, by Bob King as Chairman of the Planning and Zoning Commission of the City of Casper.

(Seal)

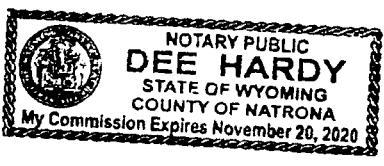


Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 26th day of September, 2019, by Liz Becher as Secretary of the Planning and Zoning Commission of the City of Casper.



(Seal)

Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

ORDINANCE NO. 2-20

AN ORDINANCE APPROVING A ZONE CHANGE FOR A 2.8-ACRE PORTION OF TRACT 4, NORTH PLATTE RIVER PARK ADDITION, GENERALLY LOCATED AT THE CORNER OF EVENTS DRIVE AND NORTH POPLAR STREET, NORTH OF WILKINS WAY, FROM PH (PARK HISTORIC) TO C-4 (HIGHWAY BUSINESS)

WHEREAS, after a public hearing on September 19, 2019, the City of Casper Planning and Zoning Commission, by a 2-3 vote, failed to pass a motion recommending that the City Council approve a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business); and,

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

WHEREAS, the Commission's written decision is dated September 26, 2019, and the applicant provided a written appeal to the City dated September 27, 2019; and,

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

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

SECTION 1:

That a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business), is hereby approved.

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 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:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

RESOLUTION NO. 20-1

A RESOLUTION UPHOLDING THE PLANNING & ZONING COMMISSION'S DECISION TO DENY A ZONE CHANGE OF A 2.8-ACRE PORTION OF TRACT 4, NORTH PLATTE RIVER PARK ADDITION, GENERALLY LOCATED AT THE CORNER OF EVENTS DRIVE AND NORTH POPLAR STREET, NORTH OF WILKINS WAY, FROM PH (PARK HISTORIC) TO C-4 (HIGHWAY BUSINESS)

WHEREAS, after a public hearing on September 19, 2019, the City of Casper Planning and Zoning Commission, by a 2-3 vote, failed to pass a motion recommending that the City Council approve a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business); and,

WHEREAS, pursuant to Section 17.12.170(E) of the Casper Municipal Code, if a zone change is denied, the Commission shall state, in writing, the reasons for its decision. Decisions of the Commission to deny a zone change may be appealed to the City Council, in writing, within ten (10) calendar days from the date of the written decision, pursuant to Section 17.12.170(G) of the Casper Municipal Code; and,

WHEREAS, the Commission's written decision is dated September 26, 2019, and the applicant provided a written appeal to the City dated September 27, 2019; and,

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

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor



SEP - 9 2019

ASSOCIATES, P.C.
Raoul Joubran, MD, PC Kent D. Katz, MD
Phillip T. Krmpotich, MD, Jonathan Ted Parrack, DO

Sept 9, 2019

RE: PLN-19-025-Z

To Whom It May Concern:

I am Kent D. Katz, M.D, a partner in Gastroenterology Associates and Sterling Surgical Center. Both are located in the same building, which is across Wilkins Way from the Track 4, North Platte River Park Addition. We received notification of a proposed zoning change for the site from Park Historic to C-4 Highway Business. We strongly encourage the Planning and Zoning Commission to vote against this proposal. Instead, we would encourage the commission to re-zone the neighborhood, including the site in question, to C-3 Central Business.

While the neighborhood is currently zoned C-4, the north end of Wilkin's Circle has developed into an upscale medical complex with two state-of-the-art surgical centers, a counselling center, and an inpatient hospital. A quick drive through the area would demonstrate the beautiful landscaping and architecture of these facilities. These represent a significant capital investment, and obviously we'd like to protect that investment. We fear that many of the C-4 options would detract from the neighborhood and hence reduce the value of these facilities.

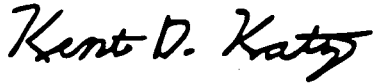
Far more importantly, we'd like to ensure that these facilities can continue to function. Wyoming is a significantly medically underserved state. These facilities offer services not readily available throughout the state. For example, Wyoming rates dead last in colon cancer screening (pun intended). Screening colonoscopies can both prevent and detect this cancer, while still in a curable stage. Sterling Surgical Center helps to save the lives of central Wyomingites on a daily basis.

A big fear would be the opening of a truck stop across the street. It is an ideal location, as it is at the junction of I-25 and the heavy truck traffic from Rawlins. It is one of only two freeway exits in Casper that has four lanes, and the only one that is available. A truck stop, where several dozen trucks are idling would produce a significant amount of diesel fumes. Our operating rooms are required to exchange the air six times an hour. Our air intake is at the preferred location, on the top of the surgical center. Exchanging air in our operating rooms with diesel fumes could become a health hazard and force us to close for the day, or possibly shut down the facility. I would argue that we need more colon cancer screening centers more than we need truck stops. This same fear would apply with any other facility that produces fumes from that site.

While we are concerned about what business is located in the site, we are also concerned about any associated activity that may indirectly accompany that business. Surgical centers are seen as narcotic depositories. Indeed, on several occasions, we have had attempted break-ins. Any facility that would be used for drug deals would attract unwanted attention to our center. I could also see how having drug deals going down just outside a drug rehab center would significantly impact patient recovery, and reduce its effectiveness. Again, the nature of the business that occupies that site will affect more than property values, it could easily affect the abilities of these sophisticated medical facilities to provide care to the people of Casper, and the surrounding area.

For these reasons, I ask the Commission to deny the change in zoning request. However, I would also encourage the Commission to pursue changing the neighborhood zoning to C-3. This would still allow significant commercial opportunity for the site without limiting our ability to conduct business.

Sincerely,

A handwritten signature in black ink that reads "Kent D. Katz". The signature is written in a cursive style with a large, prominent "K" at the beginning.

Kent D. Katz, M.D.

Sept 12, 2019

To: dhardy@casperwy.gov

SEP 12 2019

RE: PLN-19-025-Z

Good Afternoon,

My name is Kevin M. Hazucha, LCSW-R. I am the Chief Executive Officer of Central Wyoming Counseling Center (CWCC) located at 1430 Wilkins Circle here in Casper. CWCC provides outpatient and residential behavioral health services to members of the community regardless of insurance status or ability to pay. It is one of the two largest such centers in the state and provides a variety of critical services to a highly vulnerable client population. I very recently became aware of a proposed zoning change for the site from Park Historic to C-4 Highway Business. We strongly encourage the Planning and Zoning Commission to vote against this proposal.

While the neighborhood is currently zoned C-4, the north end of Wilkin's Circle has developed into an upscale medical complex that includes our center (CWCC), two state-of-the-art surgical centers and an inpatient hospital. A quick drive through the area would demonstrate the beautiful landscaping and consumer friendly architecture of these facilities. These represent a significant investment, and obviously we'd like to preserve our services to the community. We fear that many of the C-4 options would detract from the neighborhood and hence reduce the value of these facilities.

Far more importantly, we'd like to ensure that these facilities can continue to function as highly valuable resources to our community. Wyoming is a severely underserved state in terms of both medical and behavioral health services. These facilities offer services not readily available throughout the state.

A significant problem would be presented by many kinds of businesses that the proposed change in the zoning status would allow. For instance, the opening of a truck stop across the street would create serious issues as would any other establishment that might serve alcohol or produce the exhaust fumes that a truck stop would create. We at CWCC are providing treatment to many individuals with serious substance abuse problems who are working towards avoiding environments that would be allowed by the C-4 designation. You may be aware that Wyoming's suicide rate is now #2 per capita in our nation and we need to protect and expand on services such as ours, not imperil them.

While we are concerned about which businesses may be located in the site, we are also concerned about any associated activity that may indirectly accompany those businesses. Any facility that could potentially result in an increase in drug trafficking would attract unwanted attention to our center as well as the aforementioned medical facilities in our neighborhood. Any drug traffic just outside a drug rehab center would significantly impact patient recovery and reduce its effectiveness. Again, the nature of the business that occupies that site will affect more than property values, it could easily affect the abilities of these sophisticated medical and behavioral health facilities to provide care to the people of Casper, and the surrounding area.

For all of these reasons, I ask the Commission to deny the change in zoning request. Our vital services to the community could otherwise be at risk.

Kevin M. Hazucha
LCSW-R
4536 East 21st
Street
Casper, WY
82609

SEP 12 2019

Dee Ann Hardy

From: Anita's iPad <adodds@bresnan.net>
Sent: Thursday, September 12, 2019 4:33 PM
To: Dee Ann Hardy
Subject: Wilkins Rezone

Dear Planning Commission,

This email is in regards to the proposed zone change of Tract 4, North Platte River Park Addition. Please DO NOT permit a zone change. The three businesses (Central Wyoming Counseling, Gastroenterology Associates, and Wyoming Center For Sight), that would be most affected by the proposed change are located in professional buildings that reflect well on the Casper community. They are beautifully landscaped and are an asset to their surroundings. A highway business is not an appropriate neighbor to this group of medical practices. It is unfair to change existing zoning that could negatively impact this well established area.

Thank you for your consideration,

Sincerely,
Anita Dodds

Sent from my iPad

EAST ELKHORN RANCH, LLC

441 Landmark Drive, Suite 100

Casper, Wyoming 82601

307-234-0583

SEP 30 2019

September 27, 2019

The Honorable Charles Powell
City of Casper Mayor
200 N. David
Casper, WY 82601

Dear Mayor Powell:

Cc: Planning & Zoning Commission Decision Regarding PLN-19-025-Z

East Elkhorn Ranch, LLC, as Petitioner in PLN-19-025-Z, hereby provides notice of its Appeal to the City of Casper of the Planning and Zoning Commission's decision at the public hearing on Thursday, September 19, 2019 ("Decision"). Petitioner respectfully requests Council grant PLN-19-025-Z and change the zoning on the 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way ("subject parcel") from Park Historic to C-4.

In April of 2015, East Elkhorn Ranch, LLC acquired the subject parcel in a multi-parcel, multi-party trade with the City of Casper that enabled the City to proceed with the development of the Casper Mountain Outdoor Center. The *Real Estate Trade Agreement* and subsequent Closing Settlement Statements gave the City of Casper credit in the amount of \$790,000 for the 2.8-acre parcel, said amount is purported to be the appraised value of the subject property. The zoning of said parcel is not indicated in any of the documents and East Elkhorn Ranch, LLC does not have a copy of the appraisal. The owner of East Elkhorn Ranch, LLC accepted the appraised value. The total value of the property the City received versus what it traded had a shortfall of \$188,000, which the owner of East Elkhorn Ranch, LLC agreed to treat as a donation. See *Real Estate Trade Agreement* and related Settlement Statements, which are not attached but should be in the City records.

East Elkhorn Ranch, LLC determined that the 2.8-acre parcel should be sold and listed the property for sale in 2019. As part of that process, it was discovered that the property was zoned Park Historic and accordingly, the property could not be used for anything other than a park, golf course, cemetery, public utility, school and other consistent uses. Thus, with its current zoning, the parcel has an estimated value of \$182,952 to \$243,936, which is significantly less than its appraised value at the time of the land trade (approximately \$550,000 less). East Elkhorn Ranch,

LLC has no desire to maintain the property as Park Historic and is unable to sell it for a reasonable sum without a zoning change.

As a result, East Elkhorn Ranch, LLC reviewed the surrounding area to determine a zoning designation that was consistent with the neighboring parcels. All of the parcels adjacent to the Wilkins Circle are zoned C-4 (except for a parcel that is owned by the City). The remaining parcels surrounding the subject parcel are owned by the City and remain zoned Park Historic. See *Map of Subject Area*, attached hereto and incorporated by reference herein. Accordingly, East Elkhorn Ranch, LLC proceeded to seek a zone change to C-4, which is the zoning of the entire Wilkins Circle area. *Id.*

East Elkhorn Ranch, LLC, submitted a Petition for a zone change pursuant to Chapter 17.12.170 regarding a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business). The Petition was submitted on a form approved by the city and in compliance with the Ordinance. The City Planner then reviewed the petition and proceeded to follow the requirements of the Ordinance. At the time of the public hearing the City Planner's Office had "completed all public notice requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes." See *Memo to Bob King, Chairman* dated September 13, 2019, page 1, which is attached hereto and incorporated by reference herein. Accordingly, written notice was sent to "property owners within a 300 feet by first class mail, posted a sign on the property, and publishing legal notice in the Casper Star-Tribune." *Id.*

Prior to the Public Hearing the City Planner provided East Elkhorn Ranch, LLC copies of the three letters submitted in opposition to the Petition. The source of the opposition appears to be tenants of or parties related to the owners of neighboring properties: Anita Dodds; Kevin M. Haucha, CEO of Central Wyoming Counseling Center; and Kent D. Katz, partner in Gastroenterology Associates and Sterling Surgical Center. Only Kent D. Katz spoke against the Petition at the Public Hearing.

All three opposing property owners/representatives' property is zoned C-4 (Highway Business). However, the gist of all three opponents' position to the zoning change is that a zoning change from Park Historic to C-4 would potentially negatively impact the value of their facilities and their ability to function. There were stated concerns about the types of businesses that are allowed in C-4 and the associated activity that those types of businesses may encourage. See *Sept 9, 2019 correspondence from Kent D. Katz; Sept 12, 2019 correspondence from Kevin M. Hazucha; September 12, 2019 email from Anita Dodds*, attached hereto and incorporated by reference herein.

The opposition characterizes the "north end of Wilkin's Circle as an upscale medical complex" and refers to a well-established area. *Id.* However, this position ignores the reality that these parcels are surrounded by vacant, privately-owned land that is already zoned C-4, a brewery and a bar. See *Map of Subject Area*. Furthermore, the opposition developed their property knowing that it was zoned C-4 and the permitted uses available to C-4 property owners. The opposition's

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position that the said parcel zoning change from PH to C-4 threatens the value of their facilities ignores the reality of the current zoning and the existing uses and potential uses in that area.

Kent D. Katz seemingly relies on the greater uses allowed if the area (and the subject parcel) was zoned C-3. However, a zone change for the entire area was not before the Commission, or before the City. Furthermore, several of the illicit uses that cause Katz concern are allowable in C-3.

The Commission denied the Petition for zone change during the Public Hearing. No reasons were given as part of the denial and no writing has been received to date by the Petitioner. Chairman King did recite Petitioner's right to appeal the Decision. The City Attorney did contact Petitioner and provide the City of Casper Ordinance cite for the appeal. In support of this Appeal, Petitioner provides the following:

The City of Casper Ordinance Section 17.04.010 sets forth the authority for its adoption of Title 17 to the city's code and states that it is established for "promotion of the health, safety, and general welfare of the community in accordance with the comprehensive plan". Section 17.08.010 defines "Comprehensive plan" or "comprehensive land use plan" as "the general plan for land use, transportation, and community facilities prepared and maintained by the commission and adopted by the council." In 2017, the City of Casper adopted the *Generation Casper Comprehensive Plan* as the comprehensive land use plan governing its decisions.

Currently, the parcel is zoned Park Historic and is adjacent to an area around Wilkins Circle that is zoned C-4 and City-owned property that is zoned Park Historic. Although there is no requirement that only City of Casper own Park Historic parcels, there is no commercial development available on a Park Historic parcel. See Section 17.56.020 – PH Park Historic Permitted Uses. Accordingly, the zoning must change for a private entity to realize the full value of the traded parcel.

The City of Casper's authority in regard to planning and zoning is derived from Wyoming statutes. See Wyo. Stat. §§ 15-1-501 and 15-1-601 *et seq.* (2018). Wyoming statute requires that municipalities adopt a master plan for the development of the municipality. Wyo. Stat. § 15-1-503(a)(2018). That authority allows for zoning regulations consistent with the provisions of § 15-1-601 and the master plan.

It is the City's function to determine what zoning is most appropriate to this parcel consistent with the Casper Municipal Code and Comprehensive Use Plan (*Generation Casper Comprehensive Plan*). The City delegates this function to the Planning and Zoning Commission in an advisory capacity. It is ultimately the responsibility of the City Council to make the decision.

The Wyoming Supreme Court recognized that zoning ordinances are in derogation of the common law and deprive property owners of a land use that would otherwise be lawful. *Snake River Brewing Company, Inc. v. Town of Jackson*, 39 P.3d 397, 404 (Wyo. 2002). Accordingly, "the general rule is to construe zoning ordinances strictly in favor of the property owner." *Id.*

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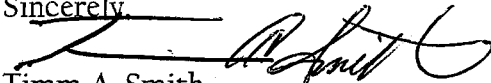
The Petitioner is requesting a zone change to C-4, which is entirely consistent with the current zoning in that area. It is consistent with the surrounding uses and parcels along Wilkins Circle. The opponents to the Petition base their opposition on the speculative potential uses that a property owner could develop for the subject parcel. However, each and every privately-owned parcel in that area could use their property as set forth in C-4. There are many vacant/undeveloped parcels along Wilkins Circle (Petitioner counts five such parcels) that are currently zoned C-4 and could develop their property for those uses that concern the opponents. It is wholly arbitrary for the City to also deny the Petition to change this property from PH to C-4 given that the C-4 designation is the zoning for the neighboring private property.

The Decision implies that the Commission is comfortable with violating the general zoning principle of a comprehensive, master plan. The Decision treats the subject parcel differently than its neighbors. The only neighbor that is zoned Park Historic is the City itself. This Decision results in the parcel being "spot" zoned. The Ordinances define "Spot zoning" as "the singling out of a particular property or small groups of properties for different treatment from that accorded to similar surrounding land; which is contrary to the general pattern of zoning in the surrounding geographic area and is not in accordance with the comprehensive plan; and, which is designed solely for the economic benefit of the owner of the property receiving special treatment." Chapter 17.08.010

In this matter, the property that is receiving special treatment is the opposition. Petitioner is requesting that it be treated the same as its privately-owned neighbors. The opposition is requesting that Petitioner be held to a different standard solely for the oppositions' economic benefit. The opposition wants to protect the value of their parcels. Any other reason given is just a distraction from their primary purpose. Opponent Katz admitted during the Public Hearing that he inquired in purchasing the subject parcel. He has an economic benefit to keeping the zoning PH in that it keeps the value of the subject parcel low and he can purchase it for less. The Decision, if allowed to stand, results in a violation of the zoning Ordinances and Wyoming law. The City Council should grant the Petition and allow the subject property to be zoned C-4 like the neighboring properties.

The City of Casper is able to substitute its judgment for the Planning and Zoning Commission and should do so in this matter. It was never intended that East Elkhorn Ranch, LLC would own this 2.8-acre parcel and be limited to a Park Historic zoning designation. The parcel's zoning should change and a designation of C-4, that is the same zoning as all of the privately-owned neighboring parcels, is most appropriate and consistent with the Master Plan.

Sincerely,

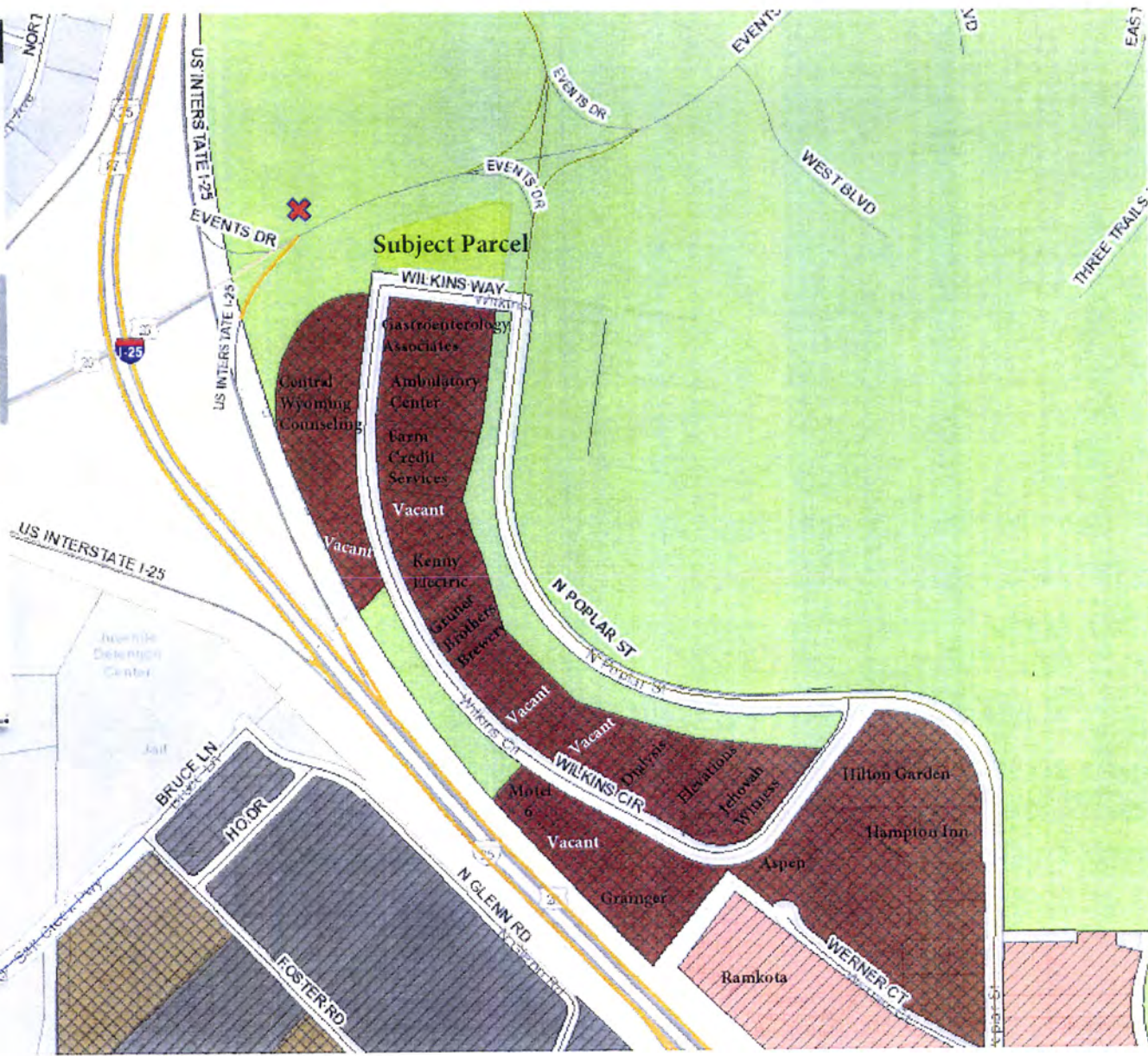


Timm A. Smith
Manager

Cc: City of Casper Planning & Zoning Commission

Legend

- Zoning Classification
- Bar Nunn, B1: General Business
 - Bar Nunn, I1: Light Industrial
 - Bar Nunn, I2: General Industrial
 - Bar Nunn, R1: Residential Estate
 - Bar Nunn, R2: One Unit Residential
 - Bar Nunn, R3: One to Two Unit Residential
 - Bar Nunn, R4: High Density Residential
 - Bar Nunn, R5: Mobile Home Subdivision
 - Casper, FC
 - Casper, AG: Urban Agriculture
 - Casper, C1: Neighborhood Convenience
 - Casper, C2: General Business
 - Casper, C3: Central Business
 - Casper, C4: Highway Business
 - Casper, ED: Educational District
 - Casper, HM: Hospital Medical
 - Casper, M1: Limited Industrial
 - Casper, M2: General Industrial



MAP OF SUBJECT AREA

AS

September 13, 2019

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

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

SUBJECT: **PLN-19-025-Z-** Petition for a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business). Applicant: East Elkhorn Ranch, LLC

Recommendation:

If, after hearing public testimony, and considering the facts of the case, the Planning and Zoning Commission finds that the proposed zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff would recommend approval of the zone change, with a “do pass” recommendation to the City Council.

Code Compliance:

Staff has completed all public notice requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes including notification of property owners within 300 feet by first class mail, posting a sign on the property, and publishing legal notice in the Casper Star-Tribune. At this time, three letter of opposition has been received, and has been included for the Commission’s consideration.

Summary:

East Elkhorn Ranch, LLC has applied for a zoning classification change of a 2.8-acre parcel of property located at the corner of Events Drive and North Poplar Street, directly east of the Central Wyoming Counseling Center property. The subject property is currently zoned PH (Park Historic) and the applicants have requested that it be rezoned to C-4 (Highway Business). The property is currently undeveloped.

This property was acquired by the applicant, from the City, several years ago in a land trade. In that the property is no longer under City ownership, the PH (Park Historic) zoning of the property is no longer appropriate, and hinders the future development of the property. Surrounding zoning in the area includes C-4 (Highway Business) to the south, and PH (Park Historic) on all other sides. According to the zone change application submitted by the applicant, upon approval of the rezoning, the lot will be listed for sale.

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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 subject property is located in a transition area between the area to the south designated as a “community center” and the area to the north, which is designated as “Parks and Open Space.” Page 4-33 of the Plan provides general characteristics of areas designated as community centers. Primary land uses include retail, trade, service uses and offices with supporting multifamily residential.

Chapter Three (3) of the Plan provides principles and goals. Principles and goals that may be applicable to the requested zone change are as follows:

Principle ECH1 – Balanced Uses: Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations (Pg. 3-5)

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

Section 17.76.020 of the Municipal Code lists the following land uses as being permitted in the proposed C-4 (Highway Business) zoning district.

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;

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

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ASSOCIATES, P.C.
Raoul Joubran, MD, PC Kent D. Katz, MD
Phillip T. Krmpotich, MD, Jonathan Ted Parrack, DO

Sept 9, 2019

RE: PLN-19-025-Z

To Whom It May Concern:

I am Kent D. Katz, M.D, a partner in Gastroenterology Associates and Sterling Surgical Center. Both are located in the same building, which is across Wilkins Way from the Track 4, North Platte River Park Addition. We received notification of a proposed zoning change for the site from Park Historic to C-4 Highway Business. We strongly encourage the Planning and Zoning Commission to vote against this proposal. Instead, we would encourage the commission to re-zone the neighborhood, including the site in question, to C-3 Central Business.

While the neighborhood is currently zoned C-4, the north end of Wilkin's Circle has developed into an upscale medical complex with two state-of-the-art surgical centers, a counselling center, and an inpatient hospital. A quick drive through the area would demonstrate the beautiful landscaping and architecture of these facilities. These represent a significant capital investment, and obviously we'd like to protect that investment. We fear that many of the C-4 options would detract from the neighborhood and hence reduce the value of these facilities.

Far more importantly, we'd like to ensure that these facilities can continue to function. Wyoming is a significantly medically underserved state. These facilities offer services not readily available throughout the state. For example, Wyoming rates dead last in colon cancer screening (pun intended). Screening colonoscopies can both prevent and detect this cancer, while still in a curable stage. Sterling Surgical Center helps to save the lives of central Wyomingites on a daily basis.

A big fear would be the opening of a truck stop across the street. It is an ideal location, as it is at the junction of I-25 and the heavy truck traffic from Rawlins. It is one of only two freeway exits in Casper that has four lanes, and the only one that is available. A truck stop, where several dozen trucks are idling would produce a significant amount of diesel fumes. Our operating rooms are required to exchange the air six times an hour. Our air intake is at the preferred location, on the top of the surgical center. Exchanging air in our operating rooms with diesel fumes could become a health hazard and force us to close for the day, or possibly shut down the facility. I would argue that we need more colon cancer screening centers more than we need truck stops. This same fear would apply with any other facility that produces fumes from that site.

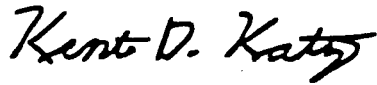
While we are concerned about what business is located in the site, we are also concerned about any associated activity that may indirectly accompany that business. Surgical centers are seen as narcotic depositories. Indeed, on several occasions, we have had attempted break-ins. Any facility that would be used for drug deals would attract unwanted attention to our center. I could also see how having drug deals going down just outside a drug rehab center would significantly impact patient recovery, and reduce its effectiveness. Again, the nature of the business that occupies that site will affect more than property values, it could easily affect the abilities of these sophisticated medical facilities to provide care to the people of Casper, and the surrounding area.

1441 Wilkins Circle, Casper, Wyoming 82601
ph: (307) 233-2700 · toll free: (800) 380-1820 · fax: (307) 237-8106

SEP 23 2019

For these reasons, I ask the Commission to deny the change in zoning request. However, I would also encourage the Commission to pursue changing the neighborhood zoning to C-3. This would still allow significant commercial opportunity for the site without limiting our ability to conduct business.

Sincerely,

A handwritten signature in black ink that reads "Kent D. Katz". The signature is written in a cursive, slightly slanted style.

Kent D. Katz, M.D.

Sept 12, 2019

To: dhardy@casperwy.gov

SEP 12 2019

RE: PLN-19-025-Z

Good Afternoon,

My name is Kevin M. Hazucha, LCSW-R. I am the Chief Executive Officer of Central Wyoming Counseling Center (CWCC) located at 1430 Wilkins Circle here in Casper. CWCC provides outpatient and residential behavioral health services to members of the community regardless of insurance status or ability to pay. It is one of the two largest such centers in the state and provides a variety of critical services to a highly vulnerable client population. I very recently became aware of a proposed zoning change for the site from Park Historic to C-4 Highway Business. We strongly encourage the Planning and Zoning Commission to vote against this proposal.

While the neighborhood is currently zoned C-4, the north end of Wilkin's Circle has developed into an upscale medical complex that includes our center (CWCC), two state-of-the-art surgical centers and an inpatient hospital. A quick drive through the area would demonstrate the beautiful landscaping and consumer friendly architecture of these facilities. These represent a significant investment, and obviously we'd like to preserve our services to the community. We fear that many of the C-4 options would detract from the neighborhood and hence reduce the value of these facilities.

Far more importantly, we'd like to ensure that these facilities can continue to function as highly valuable resources to our community. Wyoming is a severely underserved state in terms of both medical and behavioral health services. These facilities offer services not readily available throughout the state.

A significant problem would be presented by many kinds of businesses that the proposed change in the zoning status would allow. For instance, the opening of a truck stop across the street would create serious issues as would any other establishment that might serve alcohol or produce the exhaust fumes that a truck stop would create. We at CWCC are providing treatment to many individuals with serious substance abuse problems who are working towards avoiding environments that would be allowed by the C-4 designation. You may be aware that Wyoming's suicide rate is now #2 per capita in our nation and we need to protect and expand on services such as ours, not imperil them.

While we are concerned about which businesses may be located in the site, we are also concerned about any associated activity that may indirectly accompany those businesses. Any facility that could potentially result in an increase in drug trafficking would attract unwanted attention to our center as well as the aforementioned medical facilities in our neighborhood. Any drug traffic just outside a drug rehab center would significantly impact patient recovery and reduce its effectiveness. Again, the nature of the business that occupies that site will affect more than property values, it could easily affect the abilities of these sophisticated medical and behavioral health facilities to provide care to the people of Casper, and the surrounding area.

For all of these reasons, I ask the Commission to deny the change in zoning request. Our vital services to the community could otherwise be at risk.

Kevin M. Hazucha
LCSW-R
4536 East 21st
Street
Casper, WY
82609

Dee Ann Hardy

From: Anita's iPad <adodds@bresnan.net>
Sent: Thursday, September 12, 2019 4:33 PM
To: Dee Ann Hardy
Subject: Wilkins Rezone

Dear Planning Comission,

This email is in regards to the proposed zone change of Tract 4, North Platte River Park Addition. Please DO NOT permit a zone change. The three businesses (Central Wyoming Counseling, Gastroenterology Associates, and Wyoming Center For Sight), that would be most affected by the proposed change are located in professional buildings that reflect well on the Casper community. They are beautifully landscaped and are an asset to their surroundings. A highway business is not an appropriate neighbor to this group of medical practices. It is unfair to change existing zoning that could negatively impact this well established area.

Thank you for your consideration,

Sincerely,
Anita Dodds

Sent from my iPad

Events
Center
Wilkins
Circle



APPRAISAL REPORT

Of

3.30 Acres on Wilkins Way
Owned by the City of Casper
Casper, Natrona County, Wyoming



As Of

June 10, 2014

Report Date

June 16, 2014

Prepared For

Ms. Liz Becher
City of Casper
200 N. David Street
Casper, Wyoming 82601

Prepared By

Andrew D. Hilston
Certified General Real Estate Appraiser
Hilston Appraisals
P.O. Box 2910
Casper, Wyoming 82602

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APPRAISER'S STATE LICENSE/CERTIFICATION



June 16, 2014

Ms. Liz Becher
City of Casper
200 N. David Street
Casper, Wyoming 82601

Re: 3.30 Acres on Wilkins Way
Owned by the City of Casper
Casper, Natrona County, Wyoming

File Name: 126-2014A

Dear Ms. Liz Becher:

At your request, I have prepared an appraisal for the above referenced property, which may be briefly described as follows:

3.30 Acres on Wilkins Way
Owned by the City of Casper
Casper, Natrona County, Wyoming

The property rights appraised for this analysis is the Fee Simple Estate. The type of value in the analysis is the market value. The definition of value is described in the report. One approach to value is fully developed in this report. The effective date of value is June 10, 2014, the date the property was inspected for appraisal purposes. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date. Please refer to the signed certification for more details. The intended users are City of Casper. The purpose of the appraisal is to estimate the hypothetical market value of the subject property.

The appraisal is based on General Assumptions and Limiting Conditions. The analyses, opinions and conclusions were developed and prepared in conformance with my interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (F.I.R.R.E.A.) and Title XI Regulations, and any implementing regulations.

Ms. Liz Becher

The appraisal is also prepared in conformance with the guidelines issued in connection with the legislation and implementing regulations described above, including without limitation, the final Interagency Appraisal and Evaluation Guidelines issued on December 2, 2010 by the Office of the Comptroller of the Currency (OCC), Federal Reserve Board (FRB), Federal Deposit Insurance Corporation (FDIC), Office of Thrift Supervision (OTS) and National Credit Union Administration (NCUA), the Interagency FAQs on the Agencies Appraisal Regulations and Interagency Statement on Independence of Appraisal and Evaluation Functions (see, for example, FRBs SR 05-5), and the Interagency FAQs on Residential Tract Development Lending (see, for example, FRBs SR 05-14).

Please reference page 17 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis, and valuation methodology.

Your attention is directed to the Limiting Conditions and Critical Assumptions section of this report (page 10). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, I note the following:

Hypothetical Conditions

This report uses the **hypothetical condition** that the subject would be rezoned by the City (the owner) to a zoning that would be consistent with the highest and best use of the subject. This is a reasonable assumption based on conversations with City officials. In addition, it also uses the **hypothetical condition** that it would be properly platted as the 3.30 Acre parcel described in this report.

The appraisal is based on a **hypothetical condition**; therefore, the following items should be noted:

- 1) The appraised property does not currently exist as of the date of this appraisal.
- 2) The analyses performed to develop the opinion of value in this report are based on the hypothesis, specifically, that the improved subject property is assumed to exist with these improvements when in fact it does not.
- 3) Certain events need to occur, as disclosed in this report, before the subject will exist with the proposed improvements.
- 4) The appraisal does not address unforeseeable events that could alter the proposed property improvements and/or market conditions reflected in the analysis.
- 5) The use of the **hypothetical condition** might have affected the assignment results and deviation of the **hypothetical condition** could affect the market value of the subject.

Extraordinary Assumptions

- There are no extraordinary assumptions for this appraisal.

Ms. Liz Becher

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Critical Assumptions, extraordinary assumptions, and hypothetical conditions (if any), I have made the following value conclusion:

As-Proposed Hypothetical Market Value

The hypothetical market value of the Fee Simple estate of the property, as of June 10, 2014, is:

\$790,000

SEVEN HUNDRED NINETY THOUSAND DOLLARS

The market exposure time preceding June 10, 2014 would have been 12 months and the estimated marketing period as of June 10, 2014 is 12 months.

Respectfully submitted,

Hilston Appraisals

I, Andrew D. Hilston, am currently certified by the State of Wyoming Appraisal Commission as a Certified General Real Estate Appraiser, which complies with F.I.R.R.E.A., Title XI of the Federal Financial Institution's Reforms, Recovery and Enforcement Act of 1989 - Permit No. 627. I am also a Certified General Appraiser, in the State of North Dakota - Permit No. CG-21374.



ANDREW D. HILSTON

CERTIFIED GENERAL REAL ESTATE APPRAISER, WYOMING - PERMIT No. 627

Summary of Important Facts and Conclusions

GENERAL

Subject: 3.30 Acres on Wilkins Way
Owned by the City of Casper
Casper, Natrona County, Wyoming

Owner: City of Casper

Legal Description: A 3.30 Acre tract located in the North Platte River Park.

Date of Report: The date the report is published is June 16, 2014.

Effective Date: The opinions and conclusions of the appraiser relate to a specific point and time as defined by the scope of work determined by the client and the appraiser. The effective date of the subject appraisal is considered to be June 10, 2014.

Client: City of Casper engaged the appraiser to complete this appraisal assignment, and is considered the client for this appraisal assignment.

Intended Use: The intended use is the appraiser's intent regarding how the report is intended to be used. The intended use of this assignment is for portfolio management.

Intended Users: The intended user is the person or entity that the appraiser intends will use this appraisal assignment for a particular purpose. For this assignment the intended user is considered to be the client.

Sale History: According to public records, the subject has not sold in the last three years. The City of Casper has owned the subject property in excess of three years. The subject parcel is part of a larger tract known as North Platte River Park.

Current Listing/Contracts: The subject is not currently listed for sale, or under contract.

Zoning: Park Historic

**Highest and Best Use
of the Site:** Commercial Land

Type of Value: Market Value

Summary of Important Facts and Conclusions

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Other	Total	Taxes
33790420600200	\$0	\$0	\$0	\$0	\$0

Notes: The parcel is numbered as part of a larger parcel. In addition, the parcel is owned by the City and is not assessed for tax purposes.

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
33790420600200	3.30	143,748	3.30	143,748	Level to slightly rolling.	Roughly Triangular

VALUE INDICATIONS

Sales Comparison Approach: \$790,000

RECONCILED VALUE

Value Conclusion: Hypothetical
\$790,000

Effective Date: June 10, 2014

Property Rights: Fee Simple

Definitions

Market Value

Per Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989. (Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.)

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

As-Is Market Value

The estimate of the market value of the real property in its current physical condition, use and zoning as of the appraisal date.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

Definitions

Highest and Best Use of Land or a Site as though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Usable Site Area

The area of a site that can legally and physically accommodate buildings or significant site improvements. The usable site area equals the total site area less certain obstructions, such as flood hazard areas, required natural buffers, cemeteries, archeologically restricted areas, ecologically restricted areas, areas within certain restrictive easements, and other obstructions. The net site area or usable site area should be more precisely defined in each appraisal because the significance of improvements or the obstruction depends on the specific assignment.

Topography

The relief features or surface configurations of an area, e.g., hills, valleys, slopes, lakes, rivers.

Easement

Non-possessory (incorporeal) interest in landed property conveying use, but not ownership, of a portion of that property.

Limiting Conditions and Critical Assumptions

IN THE ACCEPTANCE OF THIS APPRAISAL ASSIGNMENT AND THE COMPLETION OF THE APPRAISAL REPORT SUBMITTED HEREWITH, IT HAS BEEN ASSUMED BY THE APPRAISER:

1. LIMIT OF LIABILITY

The liability of Andrew D. Hilston is limited to the client only and to the fee actually received by the appraiser. Further, there is no accountability, obligation, or liability to any third party. If this report is disseminated to anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present on the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that if a legal action is initiated by any lender, partner, part owner in any form of ownership, tenant, or any other party, the client will hold the appraiser completely harmless in any such action from any and all awards or settlements of any type, regardless of the outcome.

2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only.

The client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Neither all nor part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales, or other media for public communication without the prior written consent of the appraiser. (See last item in following list for client agreement/consent.)

3. CONFIDENTIALITY

This appraisal is to be used in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the appraiser, whose signature appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the appraiser. The appraiser shall have no responsibility if any such unauthorized change is made.

The appraiser may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client or his designee; as specified in writing, except as ordered by a court of law or body with the power of subpoena.

Continued ...

Limiting Conditions and Critical Assumptions

4. INFORMATION USED

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. The appraiser is not liable for such information or the work of possible subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for such inclusion to the best of the appraiser's factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease or other significant commitment of funds on the subject property.

5. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICES

The contract for appraisal, consultation, or analytical service is fulfilled and the total fee is payable upon completion of the report, and/or as agreed upon between the parties involved. The appraiser or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

6. EXHIBITS

Any sketches, maps, and photographs in the report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveys unless shown from a separate surveyor.

7. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL COMPONENTS: SOIL QUALITY

No responsibility is assumed for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or derived by the appraiser.

Continued ...

Limiting Conditions and Critical Assumptions

7. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL COMPONENTS: SOIL QUALITY

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, soils and potential for settlement or drainage, matters concerning liens, title status and legal marketability and similar matters. The client should seek assistance from qualified architectural engineering, or legal professionals regarding such matters. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect or other expert.

The appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. The appraiser has not critically inspected mechanical components within the improvements and no representations are made herein as to those matters unless specifically stated and considered in the report. The value considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The appraiser does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Condition of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by the appraiser as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for the subject property's age and type.

If the appraiser has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same for any deficiencies discovered before or after they are obtained. No representations or warranties are made concerning the above mentioned items.

The appraiser assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Continued ...

Limiting Conditions and Critical Assumptions

8. LEGALITY OF USE

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report, and that all applicable zoning, building, use regulations, and restrictions of all types have been complied with unless otherwise stated in the report. It is further assumed that all required licenses, consents, permits, or other legislative or administrative approvals from all applicable local, state, federal, and/or private authorities have been or can be obtained or renewed for any use considered in the value.

9. COMPONENT VALUES

The allocation of the total valuation in this report between land and improvements, if included in this report, applies only under the use of the property which is assumed in this report. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10. AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market study or analysis, special highest and best use study, or feasibility study has been requested or made unless otherwise specified in an agreement for services or so stated in the report.

11. DOLLAR VALUES, PURCHASING POWER

The market value and the costs used are as of the date of the value. All dollar amounts are based on the purchasing power and value of the dollar as of the date of the value.

12. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF VALUE BY APPRAISER

The "Market Value", which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions. The value considers the productivity and relative attractiveness of the property physically and economically in the marketplace as of the date of value.

In cases of appraisals involving the capitalization of income benefits, the Market Value or Investment Value or Value In Use is a reflection of such benefits and appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the value and they are thus subject to change as the market changes.

Continued ...

Limiting Conditions and Critical Assumptions

12. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF VALUE BY APPRAISER

The "Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value are subject to change if the physical or legal entity or the terms of financing are different from what is set forth in this report.

13. INCLUSIONS

Except as specifically indicated and typically considered as a part of the real estate, furnishings, equipment, other personal property, or business operations have been disregarded with only the real estate being considered in the value. In some property types, business and real estate interests and values are combined, but only if so stated within this report.

14. PROPOSED IMPROVEMENTS, CONDITIONED VALUE

Improvements proposed, if any, onsite or offsite, as well as, any repairs required, are considered for purposes of this appraisal to be completed in a good and workmanlike manner according to information submitted and/or considered by the appraiser. In cases of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. This "Market Value" is as of the date shown, as proposed, as if completed and operating at levels shown and projected, unless otherwise stated.

15. MANAGEMENT OF THE PROPERTY

It is assumed that the property which is the subject of this report will be under typically prudent and competent management, neither inefficient nor superefficient.

16. FEE

The fee for this appraisal or study is for the service rendered and not solely for the time spent on the physical report itself.

Continued ...

Limiting Conditions and Critical Assumptions

17. INSULATION AND TOXIC MATERIALS

Unless otherwise stated in this report, the appraiser signing this report has no knowledge concerning the presence or absence of toxic materials and/or urea formaldehyde foam insulation in existing improvements. If such is present, the value of the property may be adversely affected and reappraisal at additional cost will be necessary to estimate the effects of such.

18. ENVIRONMENTAL DISCLAIMER

The value is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

19. CHANGES, MODIFICATIONS

The appraiser reserves the right to alter statements, analyses, conclusions, or any value in the appraisal if there becomes known to the appraiser facts pertinent to the appraisal process which were unknown when the report was finished.

20. ACCEPTANCE AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE AFOREMENTIONED CONDITIONS. THE APPRAISER'S LIABILITY EXTENDS ONLY TO THE STATED CLIENT AND NOT TO SUBSEQUENT PARTIES OR USERS, AND THE LIABILITY IS LIMITED TO THE AMOUNT OF FEE RECEIVED BY THE APPRAISER.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Hilston Appraisals has not made a determination regarding the subject's ADA compliance or non-compliance. Non-compliance could have a negative impact on value; however, this has not been considered or analyzed in this appraisal.

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice (USPAP), it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended users. The appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Ms. Liz Becher, City of Casper. The problem to be solved is to estimate the hypothetical market value of the subject property. The intended use is for portfolio management. This appraisal is intended for the use of the client.

SCOPE OF WORK

Report Type: This is an **APPRAISAL REPORT** as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data, and valuation analyses. This report is prepared in accordance with Title XI of F.I.R.R.E.A. and any implementing regulations. It is also prepared to conform to the Code of Ethics of the Appraisal Institute.

Property Identification: The subject has been identified by the legal description and the assessor's parcel number.

Inspection: A complete inspection of the subject property has been made, and photographs taken.

Market Area and Analysis of

Market Conditions: A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.

Highest and Best Use

Analysis: A complete as vacant highest and best use analysis for the subject has been made. Physically possible, legally permissible, and financially feasible uses were considered, and the maximally productive use was concluded.

Scope of Work

SCOPE OF WORK

Type of Value: Market Value

VALUATION ANALYSES

Cost Approach: A cost approach is not applied as the subject is vacant land and this approach is not applicable.

Sales Comparison Approach: A sales comparison approach is applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach: An income approach is not applied as the subject is not an income producing property and this approach does not reflect market behavior for this property type.

Hypothetical Conditions: This report uses the **hypothetical condition** that the subject would be rezoned by the city (the owner) to a zoning that would be consistent with the highest and best use of the subject. This is a reasonable assumption based on conversations with City officials. In addition, it also uses the **hypothetical condition** that it would be properly platted as the 3.30 Acre parcel described in this report. The appraisal is based on a **hypothetical condition**; therefore, the following items should be noted:

- The appraised property does not currently exist as of the date of this appraisal.
- The analyses performed to develop the opinion of value in this report are based on the hypothesis, specifically, that the improved subject property is assumed to exist with these improvements when in fact it does not.
- Certain events need to occur, as disclosed in this report, before the subject will exist with the proposed improvements.
- The appraisal does not address unforeseeable events that could alter the proposed property improvements and/or market conditions reflected in the analysis.
- The use of the **hypothetical condition** might have affected the assignment results and deviation of the **hypothetical condition** could affect the market value of the subject.

Extraordinary Assumptions: There are no extraordinary assumptions for this appraisal.

Area Analysis

Wyoming

The State of Wyoming is located in the Rocky Mountain region of the United States. In 2010, the United States Census Bureau estimated that the state had a population of 563,626. This makes Wyoming the least populous state of the United States. However, this figure is a positive sign for Wyoming, as this is a 14.14% increase since 2000.

Wyoming is bordered by Montana, South Dakota, Nebraska, Colorado, Utah, and Idaho. Wyoming is the tenth largest state in the United States; containing 97,818 square miles and including 23 counties. The state is 276 miles in length north to south and measures 375 miles from the east to the west border. The Great Plains meet the Rocky Mountains in Wyoming. The state is considered a large plateau broken by various mountain ranges.

The climate in Wyoming is generally an arid climate, which is drier and windier in comparison to most of the United States. It has limited precipitation at approximately ten inches of rainfall per-year. Much of this is due to the topography of the state. Summers in Wyoming are warm with July high temperatures averaging between 85°F and 95°F in most of the state. With increasing elevation, however, this average drops rapidly with locations above 9,000 Feet typically averaging highs around 70°F. Winters are typically cold with an average temperature of 24.2°F. However, the climate of any area in Wyoming is largely determined by its altitude and local topography.

Traditionally, Wyoming has been an agricultural state. However, in the most recent years, oil and mining have been its primary sources of employment and income. The national economic recession since 2008 has slowed down Wyoming's growth from the rapid growth it was experiencing in the years prior to 2008. According to the **Baker Hughes website**, as of last count on April 25, 2014, rig counts in the United States are up 107 rigs from April of last year. Because the Wyoming economy is so dependent on this industry, the current prices of oil and gas can have large effects on the State's economy.

The Wyoming economy remained stable long after the national recession. Unemployment rates in the state remain well below the national unemployment rates. The rate in Wyoming as of March 2014 is 4.0%; below the national unemployment rate of 6.7% in March 2014.

Due to the former booming economy, the housing market in Wyoming thrived from 2002 to 2007. However, in 2008 things started to slow significantly. Both building permits and existing home sales declined over 20% in 2008 from the previous year. Currently, there are signs of the housing market starting to come back as existing home sales rise nationwide and the unsold inventory declines. Interest rates continue to be at historic lows; which has helped keep the housing market active. The third quarter of 2011 saw the first increase in average home price in almost three years, with an increase of 2.9%.

Continued ...

Area Analysis

Wyoming

The U.S. housing market finally turned around at the beginning of 2012 with increases in home sales, construction, and prices. Meanwhile, Wyoming's housing prices appeared to be less robust than the national market in 2013, partly due to slower population growth than previous year. In addition, residential building permits for single-family housing in the state for the fourth quarter of 2013 were only 6.6% higher than a year ago.

Total taxable sales in the state amounted to \$4.8 billion in the fourth quarter of 2013, an increase of 14.4% from the fourth quarter of 2012, the fastest annual growth in two years. Increases occurred across nearly all economic industries, with the fastest growth in the construction sector, at 67.3%. About half of sales occurred in the mining and retail trade industries.

Lodging sales in the state during the fourth quarter of 2013 were 11.2% higher than a year ago. Despite the national parks' partial closure in October, Teton County's lodging sales still experienced a significant annual increase of 12.2% for the quarter. Steady progress in the national labor market recovery and rising asset prices are good for Wyoming's tourism industry.

Overall, the Wyoming economy appears to be on the way to recovery from the financial slowdown that was experienced in 2008, 2009, and 2010. With the development of new formations and the continuation of high market prices of oil and gas, these should all help in keeping the Wyoming economy growing for the near future.

- Sources: BLS.gov, BakerHughes.com, and eadiv.state.wy.us (Economic Summary 4Q2013)

Area Analysis

The Niobrara Formation

The Niobrara formation is a petroleum and natural gas producing geologic formation which was formed roughly 87 million years ago. It is made up of Smoky Hill Chalk layered with Fort Hays Limestone. The petroleum/natural gas producing zone is concentrated in northeast Colorado, southeast Wyoming, and a small part of southwest Nebraska.

Sometimes referred to as the Niobrara play, these natural resources were relatively inaccessible with conventional drilling methods, however with the advent of new techniques, such as, horizontal drilling and multi-stage hydraulic fracturing, the resources are now within easy reach. The formation has been drilled successfully since 2009 when the Jake well in the Wattenburg Field, began producing 1,750 barrels of oil per day, with a 90 day total of 50,000.

With the discovery of these resources, companies have begun to invest in leases in the Colorado/Wyoming border area and in turn, will generate revenue such as infrastructure and local employment. Colorado exploration has had much faster and public results from drilling the formation. So much so, that Weld County (where most of the drilling has taken place) is the only county in Colorado which is debt free as of the forming of this report. Industry professionals are hoping the success in Colorado will become a blueprint for private companies to work hand in hand with local governments to grow economies together.

More recently drilling innovations have allowed 68 horizontal wells to be drilled as of September 2012. The production of these wells yielded over 1 million barrels of oil in 2012, which was three times the production of 2002. Anadarko petroleum drilled the most oil from the Powder River Basin in 2013. Chesapeake Energy also had much success in the play in 2013. Niobrara Formation production increased to 3 million barrels of oil in 2013, compared to 146,000 barrels in 2008. The focus has moved from the stagnant natural gas market and ramped up petroleum production; spurring the conversion of a major natural gas pipeline into an oil pipeline which is cheaper and safer than creating a new pipeline to aid in transporting the product.

2013 saw not only the petroleum industry thriving under the drilling of the Niobrara formation. The transportation industry in Wyoming also had a boost in their financial success. One company has 60 drivers running 45 trucks, 24 hours a day, 7 days a week. This has spurred government grants for training drivers on how to handle these loads, but some small companies are having trouble staying staffed because insurance requirements are very strict on previous driving experience. Converse County has seen its oil output grow by 26% in 2013, which has spurred debate on how to improve infrastructure on formerly unused county roads, but everyone agrees it will be a nice employment opportunity. A transloading facility on the south side of Douglas was opened in 2013 to help quicken the shipping of the increased drilling production, with another five facilities planned or in the infant stages of operation in the coming year. Permits for these facilities can take lengthy periods of time, so companies such as Big Horn Divide and Wyoming Railroad are hoping the continued increase in drilling success will sustain the investments of these infrastructure and rail yard improvements.

Sources: www.niobraranews.net, www.kearneyhub.com, www.coga.org/index.php/niobrara_fast_facts,
The Wyoming Business Report, and trib.com

Area Analysis

Natrona County and Casper

Casper is located near the center of the State of Wyoming and is the only city located in Natrona County. According to the 2010 United States Census, Casper had a population of 55,316. This makes Casper the second most populated city in Wyoming behind Cheyenne. As of 2010, Natrona County, as a whole, had a population of 75,450. (This includes Bar Nunn, Midwest, Edgerton, Evansville, Mills, and Casper.)

Located at an elevation of 5,334', the mean monthly temperature in January is 22.4°F and in July is 70.3°F, with an annual average temperature of 46.35°F. The growing season averages between 90 - 100 days, with a mean annual precipitation of 13.03".

Being situated adjacent to either side of the North Platte River and at the foot of Casper Mountain, the topography of the area ranges from near level in areas near the river to rolling to steep hills in the areas near the mountain. Soils range from a sandy loam in the areas near the river, to a clay-loam or shale in the hillside areas. Several hillside areas in the city have deposits of bentonite, and due to the underlying shale formations that feed down from Casper Mountain, improvements in certain areas have experienced structural problems due to underground water problems and expansive soils.

The city operates under a city manager form of government and has a police force of 80, a Sheriff's Office of 70, and a Fire Department of 79. Zoning ordinances are in effect and less than 1% of the streets are unpaved. The sales tax rate is 5%, of which 1% is a local optional tax. There is no State Income Tax in Wyoming. Property tax is based on an assessed value of 9.5% of "market value" for commercial and residential properties, and 11.5% of "market value" for industrial properties.

The school system in Casper and immediate surrounding areas consists of three high schools, five middle schools, 22 elementary schools, two private schools (K-9), Casper College, and the University of Wyoming, Casper Extension.

The community boasts an abundance of churches, several museums, a planetarium, two libraries, a hospital, and a variety of elderly care facilities.

Casper has a variety of recreational opportunities. For large entertainment events, the town is serviced by The Casper Events Center. This facility can seat approximately 10,000 people. The Events Center hosts big events such as: the College National Finals Rodeo in June every year, numerous concerts, Off-Broadway plays, and a variety of other events. There are four golf courses in the Casper area; the Three Crowns Golf Course being the newest course. Casper also has spectator sports including the Casper Cutthroats baseball team and the Wyoming Cavalry National Indoor Football League.

Continued ...

Area Analysis

Natrona County and Casper

Outdoor recreation on the North Platte River offers fishing, rafting, and kayaking. There are also several lakes such as Alcova Lake. Alcova Lake is located approximately 26 miles southwest of Casper, which provides for boating, swimming, fishing, and camping. Winter skiing and snowboarding can be found on Casper Mountain. Casper contains approximately 40 parks, which provide recreational opportunities, such as youth athletics and family picnicking.

Casper's central location has made it a focal point for economic and business growth. A once vacant downtown is starting to fill-up and various shopping malls provide residents and tourists a variety of choices to shop.

The Casper area is also served by two local newspapers, a variety of local AM and FM radio channels, and several satellite and cable providers.

Utilities include municipal water systems and a regional water system, sewage treatment systems, and a sanitary landfill for refuse disposal. Natural gas is supplied by Kinder Morgan (Source Gas), electricity by Pacificorp/Rocky Mountain Power, and telephone by CenturyLink or Charter.

Access to the Casper area is provided by Interstate 25, U.S. Highways 20, 26, and 87, and State Highway 220.

Commercial transportation includes the Burlington-Northern-Santa Fe Railroad and a number of motor freight carriers.

The Casper/Natrona County International Airport has asphalt surfaced runways with lengths up to 10,165', an ILS system, runway lighting, and control tower. Airlines serving the airport include United Express, Allegiant, and Delta. Fixed based operator/air taxi services are also available. Casper/Natrona County International Airport serves as a transfer and distribution point for Federal Express.

Historically, the economic strength of the area has been mineral production. During the decade of the 1980's through the early 1990's, the mineral industry had a sharp decline in the exploration and production of oil and gas in the immediate area. However, at the turn of the century, this trend began to reverse with development of coal bed methane in the Gillette area.

The unemployment rate for Casper as of February 2014 is 4.1%; down 0.3% from February of last year.

- **Sources:** BLS.gov, Wyoming.gov, Wyoming Department of Employment, www.deptofnumbers.com and Casper Area Economic Development Alliance, Inc.

Area Analysis

Market Area Location and Boundaries

The subject is located on the north side of Casper, Wyoming. The northern boundary is considered to be roughly Events Drive, the western boundary is roughly Interstate 25, the southern boundary is also Interstate 25, and the east boundary is the North Platte River. The neighborhood is largely a mixture of commercial uses including office buildings, bars, and restaurants. The neighborhood also contains the Casper Events Center, the baseball field for the local minor league team, and several hotels. The neighborhood has good access from Poplar Street as well as two interstate exits. The area has also seen a great deal of medical buildings in the past ten years built near the subject including Central Wyoming Counseling Center. The location is ideal for retail and hospitality type businesses, with demand generators that bring business into the area.

Subject Neighborhood Map



Area Analysis

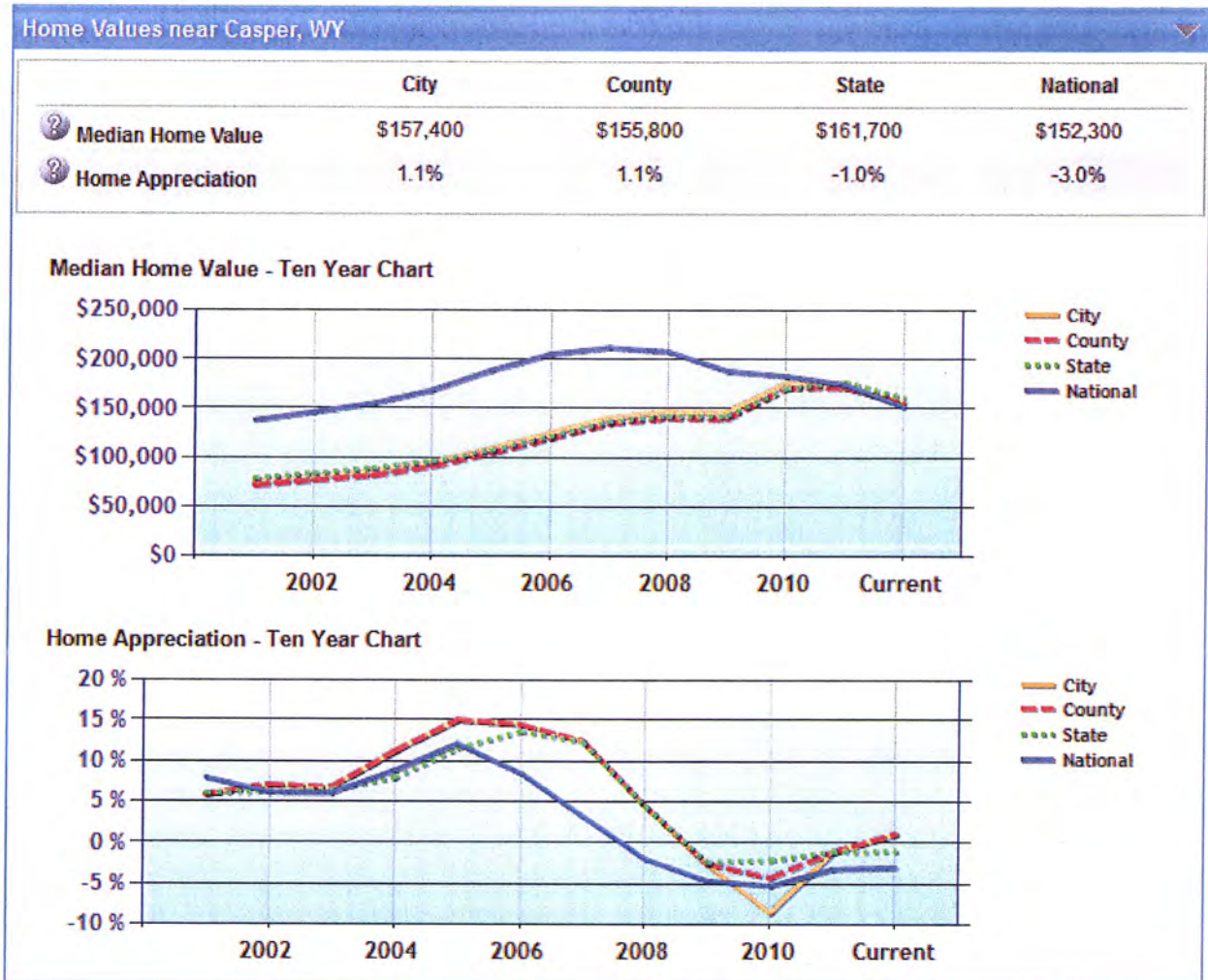
Population Trends

Demographics near Casper, WY				
	City	County	State	National
Neighborhood Type	Suburban			
Population	55,316	75,450	563,626	308,035,306
Population Density	2,056.0	14.1	5.8	87.1
Percent Male	49.8%	50.3%	51.0%	49.3%
Percent Female	50.3%	49.7%	49.0%	51.0%
Median Age	36.1	36.8	36.8	37.3
People per Household	2.4	2.4	2.4	2.6
Median Household Income	\$57,768	\$57,791	\$55,841	\$50,935
Average Income per Capita	\$30,529	\$29,904	\$28,693	\$26,154

Casper and Natrona County have shown steady growth over the past few years and income potential of the residents exceed that of the national level.

Area Analysis

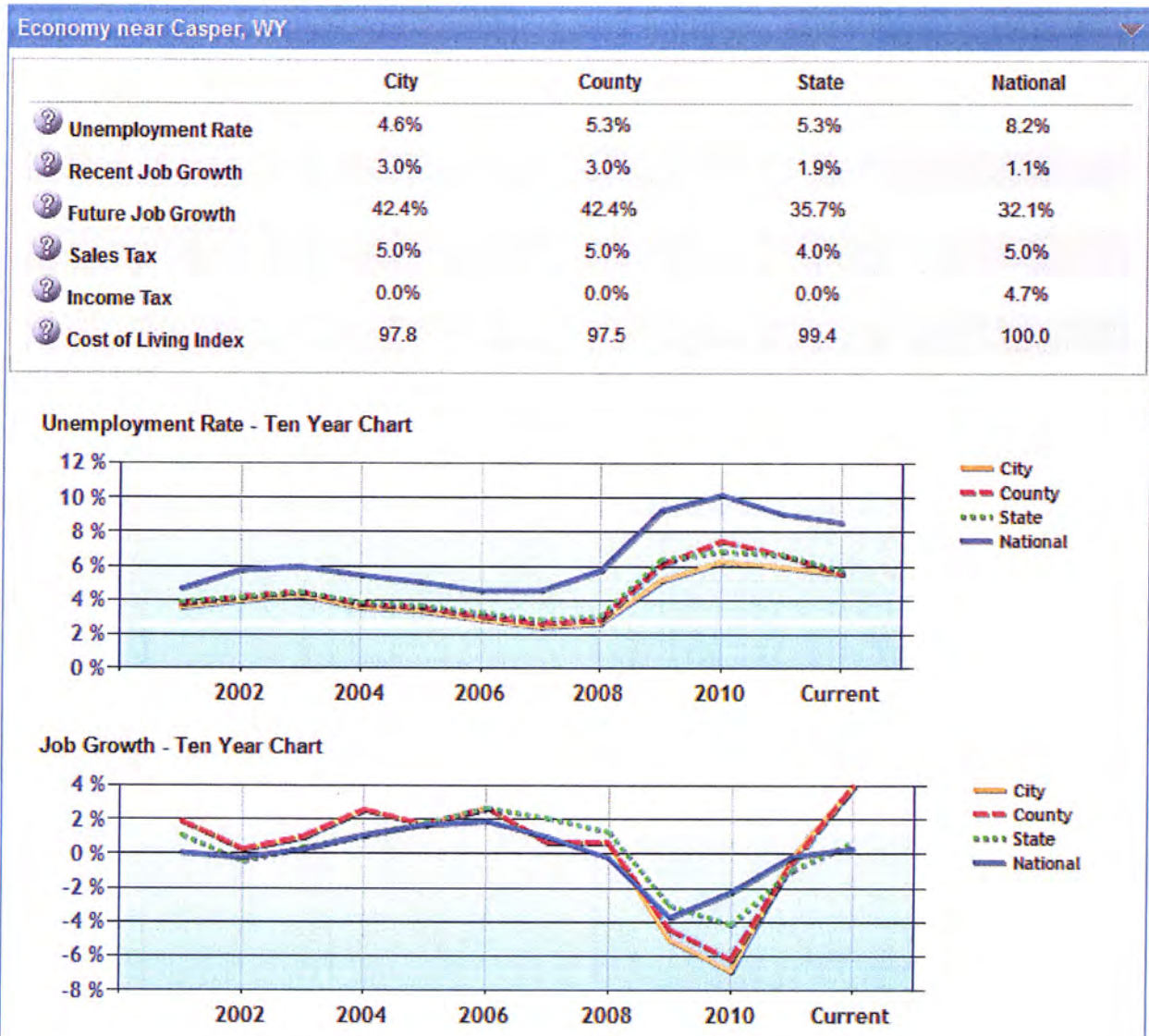
Housing Trends



The preceding chart shows that Casper area home prices have recovered better than the national average and that of the state, showing an appreciation last year of 1.1%.

Area Analysis

Income Trends



The preceding chart shows that unemployment in the area is low and job growth in the area is high. These factors should favor well for increasing demand for vacant land.

Area Analysis

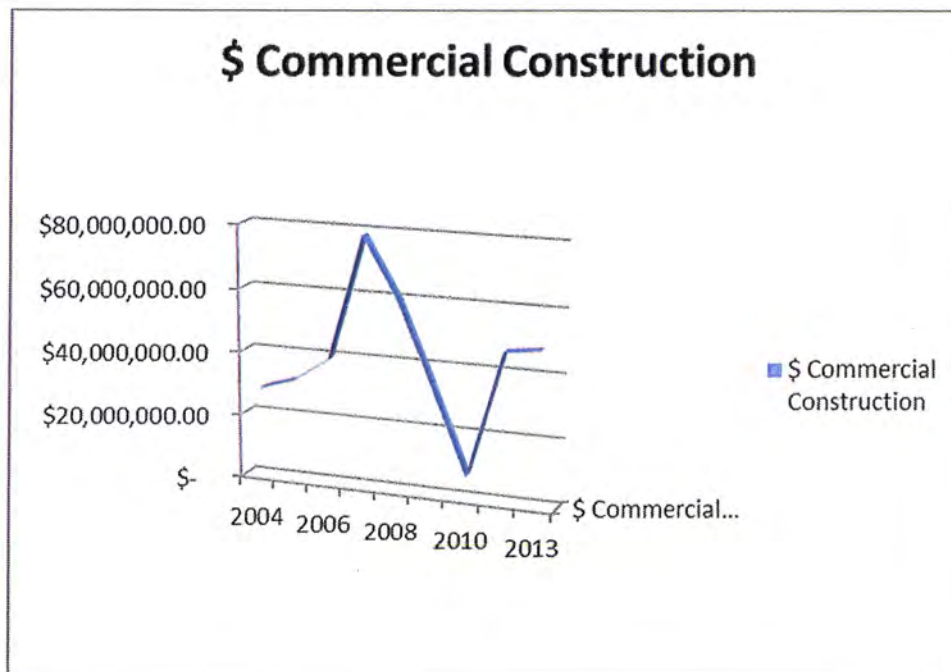
Major Employers

Rank	Industry Sector	Establishments	Employees ▼
1	Health Care and Social Assistance	289	5,582
2	Retail Trade (44 & 45)	326	4,635
3	Mining	171	3,858
4	Accommodation and Food Services	184	3,692
5	Education Services	34	3,244
6	Wholesale Trade	267	2,691
7	Construction	323	2,566
8	Public Administration	72	2,222
9	Other Services (except Public Admin.)	257	2,000
10	Manufacturing (31-33)	102	1,859

The preceding chart shows the distribution of the largest types of employment in Natrona County. The largest industries are health care and retail; these sectors are both likely end users of the subject land. **(These statistics are from 1st Quarter 2012.)**

Area Analysis

New Business Development



Source: City of Casper

Area Analysis

New Business Development

These numbers show that construction has picked up from the low of 2009. There was a dip of nine permits from 2011 to 2013; however, it should be noted that 2012 numbers were not available. However, in observing current activity, this likely would not indicate a downward trend. In addition, there is a great deal of construction taking place on the edges of Casper with industrial building and these often fall into the towns of Evansville, Bar Nunn, and Mills, and do not reflect on Casper building permit numbers.

In addition to several new industrial projects that are taking place in the Casper area, there is growth in the retail, hospitality, professional, and health care sectors of commercial buildings as well.

Summary

Casper is currently growing, largely spurred by mineral development in the state. This has spurred growth not only in industrial sectors but also other commercial and professional industries. This has increased the demand for vacant land in the market. After a slowdown in 2011, building activity has picked up significantly.

Exposure and Marketing

Exposure Time

As described in the definition of market value, the opinion of value presumes a reasonable time is allowed for exposure to the open market. **The Appraisal Institute's Dictionary of Real Estate Appraisal 5th Edition** defines exposure time as:

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Based on the review of market data that has been gathered in the completion of this appraisal assignment, a reasonable exposure time for the subject at the value concluded by this report would be approximately 12 months or less.

Marketing Time

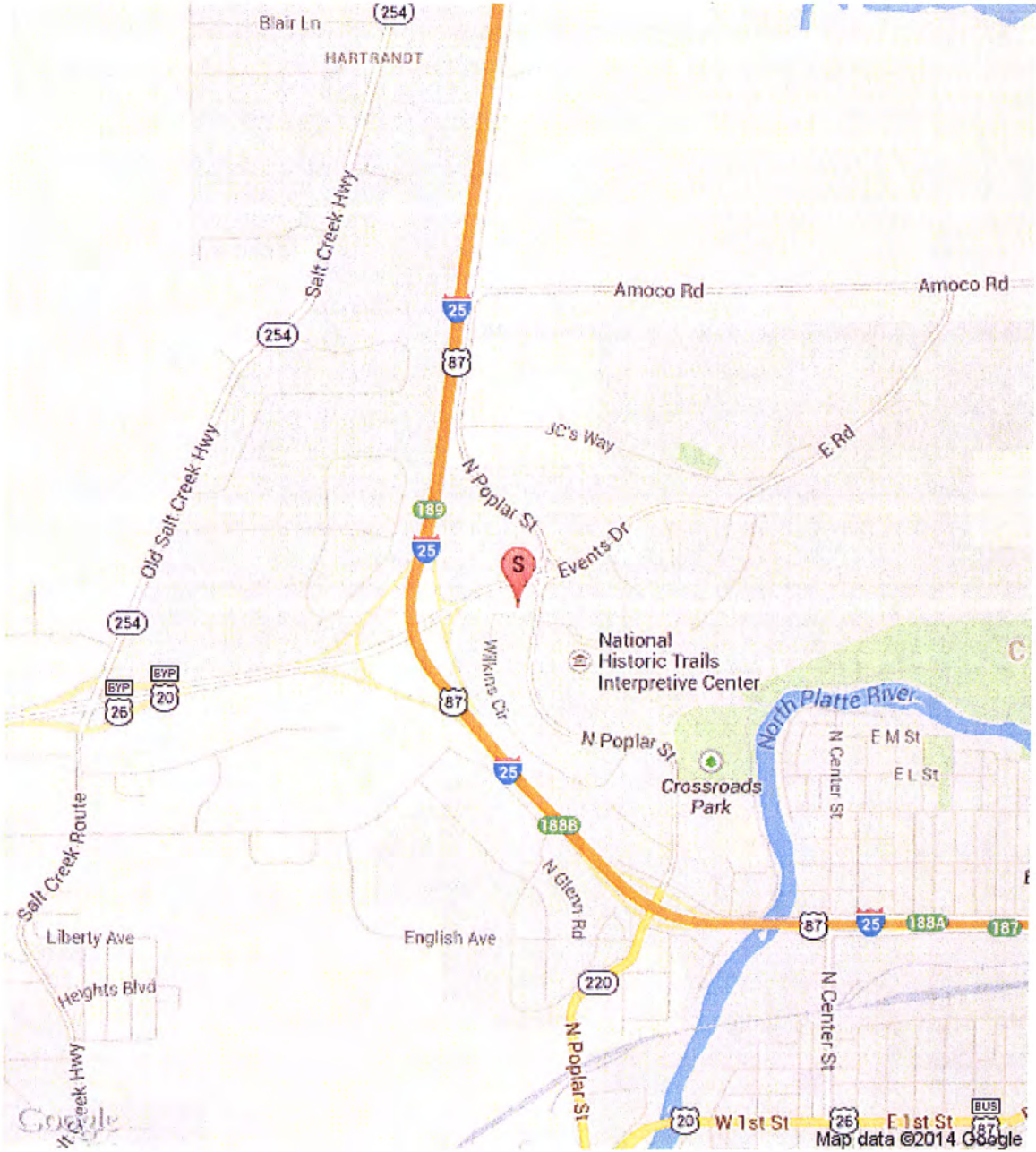
The Appraisal Institute's Dictionary of Real Estate Appraisal 5th Edition defines marketing time as:

- 1. The time a property remains on the market.*
- 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.*

Based upon the data that was analyzed from the market for this appraisal assignment, the value conclusion of this report represents a price that would be attainable within 12 months or less.

Site Analysis

Location Map



Site Analysis

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
33790420600200	3.30	143,748	3.30	143,748	Level to slightly rolling	Roughly Triangular

SITE

Location: The subject is located at the north end of Wilkins Way in the City of Casper. The eastern boundary of the subject is adjacent North Poplar Street.

Current Use of the

Property: The subject is vacant land.

Site Size:

- 3.30 Acres/143,748 SF - Total
- 3.30 Acres/143,748 SF - Usable

Shape: The site is shaped roughly triangular.

Frontage/Access: The subject property has good access with frontage as follows:

- Wilkins Way: 495'
- Poplar Street: 325'
- It is a corner lot.

Visibility: Good

Topography: The subject is mostly level with a slope to the northwest and what appears to be a low spot at the northwest corner.

Soil Conditions: The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

Utilities:

- Electricity: The site is served by public electricity.
- Sewer: City Sewer
- Water: City Water
- Natural Gas: The site is served by public Natural Gas.
- Underground Utilities: The site is serviced by underground utilities.
- Adequacy: The subject's utilities are typical and adequate for the market area.

Site Analysis

SITE

- Site Improvements:**
- There are no street lights near the subject.
 - There are no sidewalks along the subject lot.
 - The street in front of the subject is finished with concrete curb and gutter.
 - The subject is not landscaped and is covered with natural vegetation.

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area.

FEMA Map Number: 56025C2002D

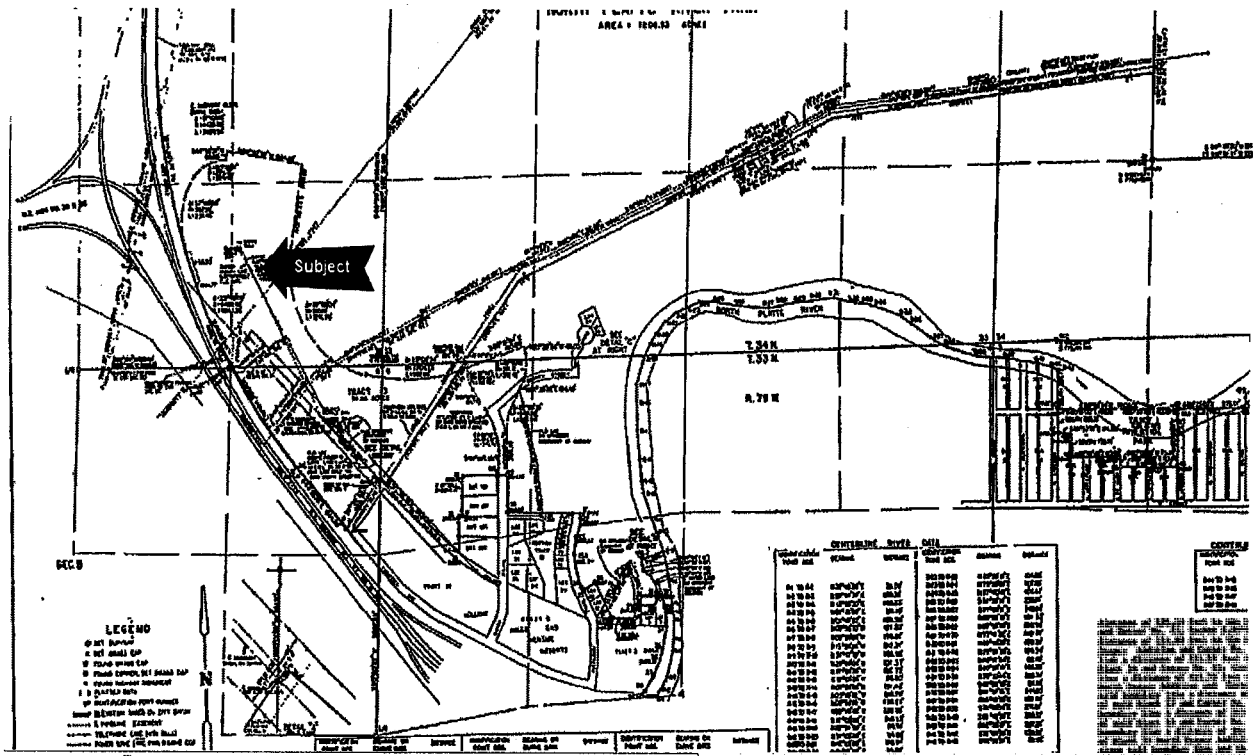
FEMA Map Date: July 16, 2004

Encumbrance/Easements: There no known adverse encumbrances or easements. Please reference Limiting Conditions and Critical Assumptions.

Site Comments: The site is located in a neighborhood that is made up of commercial uses. It is located in close proximity to many recreational and leisure activities in Casper.

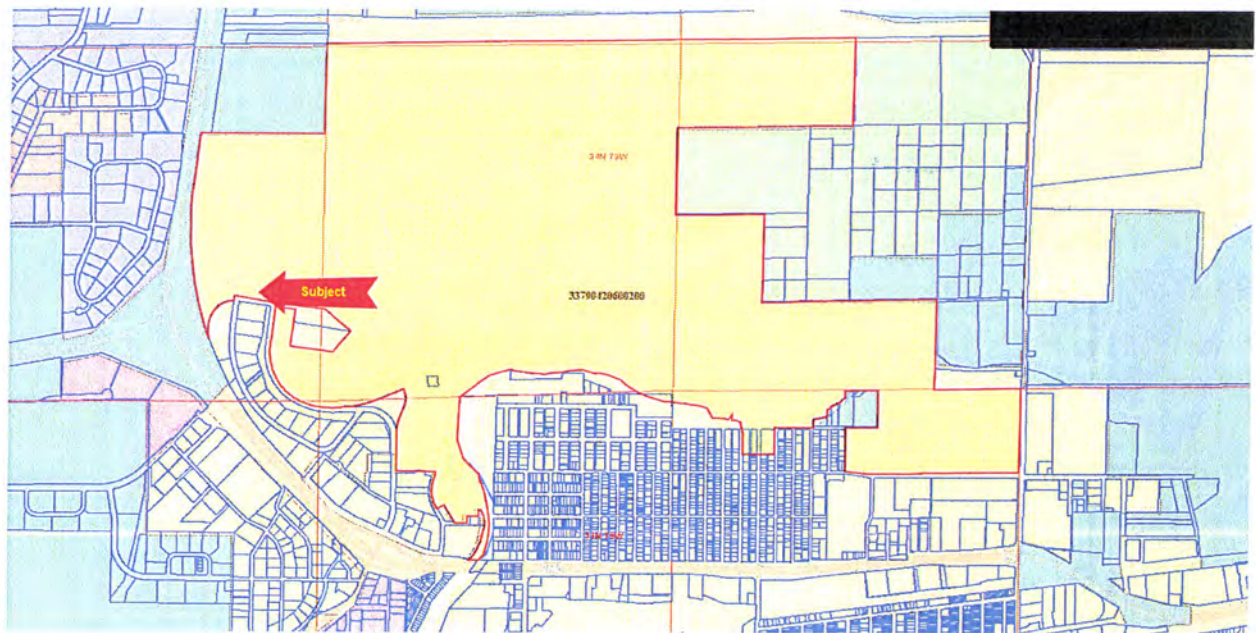
Site Analysis

Plat Map



Site Analysis

Parcel Map



Site Analysis

Aerial Photograph of the Subject

- This photo is for visual reference only.
- The area outlined in red is the subject site.
- The red line may not be an exact depiction of the subject's legal property boundaries.



Site Analysis

Zoning Map

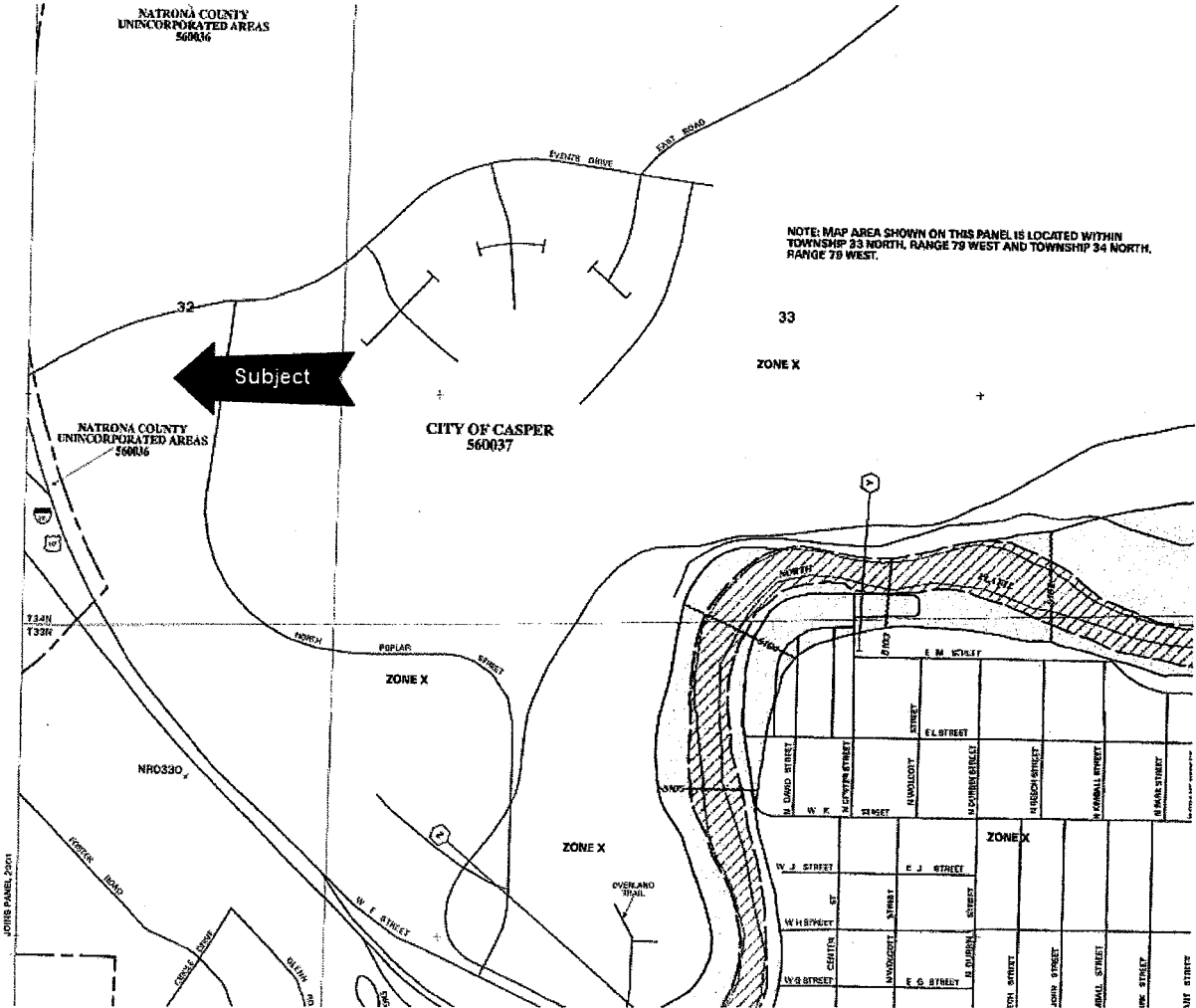
The subject is located in an area zoned Park Historic.



Site Analysis

Flood Zone Map

The subject is located in an area with low flood risk. The latitude and longitude may not be exact.



Americans with Disabilities Act

Please reference the Limiting Conditions and Critical Assumptions section of this report.

Hazardous Substances

Please reference the Limiting Conditions and Critical Assumptions section of this report.

Subject Photographs



Looking West From Poplar



Looking East Across Subject

Assessment and Taxes

Taxing Authority: Natrona County

Assessment Year: 2013

Comments: The parcel is numbered as part of a larger parcel. In addition, the parcel is owned by the City and is not assessed for tax purposes.

Real Estate Assessment and Taxes

Tax ID	Land	Improvements	Other	Total	Taxes
33790420600200	\$0	\$0	\$0	\$0	\$0

Notes: The parcel is numbered as part of a larger parcel. In addition, the parcel is owned by the City and is not assessed for tax purposes.

Real Estate Assessment Analysis

Tax ID	Per SF	Per Acre	Total	Equalization Ratio	Implied Value
33790420600200		\$0	\$0	9.5%	\$0
Totals	\$0	\$0	\$0		\$0

Notes: The parcel is numbered as part of a larger parcel. In addition, the parcel is owned by the City and is not assessed for tax purposes.

Zoning Analysis

LAND USE CONTROLS

Zoning Code: Park Historic

Zoning Description: The purpose of the PH district is to preserve and maintain, free from other new uses, public parks, parkways, natural areas of high aesthetic value, and historic areas and buildings and to set aside and conserve suitable parklands in accordance with the comprehensive land use plan.

Current Use Legally Conforming: The subject is legal and conforming use.

Zoning Change Likely: Please see **hypothetical condition**.

Zoning Change Description: Please see **hypothetical condition**.

Permitted Uses:

- Tool Sheds, Maintenance Facilities
- Public Parks, Parkways, Playgrounds, Sports Facilities, and other Recreational Facilities
- Publicly Established Greenbelt Areas, Public Golf Courses, and Cemeteries
- Public Utility and Public Service Installations and Facilities, excluding Business Offices and Repair and Storage Facilities
- Schools, Public, Parochial, and Private Pre-School, Elementary, Junior, and Senior High and Related Educational Infrastructure and Facilities
- Other uses compatible with the intent of this district as determined by the commission, with the exception of gaming/gambling uses as defined in this title.

Set Back Distance:

- Other than schools, no building shall be located less than 30' from the right-of-way of any public road.
- Minimum yard between any two buildings on the same or adjacent lots shall be 10'.
- Minimum setbacks for schools shall be zero feet in the front, and zero feet on the sides and rear.

Height: Maximum height, 75'.

Highest and Best Use

Highest and Best Use may be defined as:

the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.¹

1. **Legally Permissible.** What uses are permitted by zoning and other legal restrictions?
2. **Physically Possible.** To what use is the site physically adaptable?
3. **Financially Feasible.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses, which use will produce the highest net return, (i.e., the highest present worth)?

¹ *The Appraisal of Real Estate* 13th Edition, Appraisal Institute

Highest and Best Use

Highest and Best Use as Vacant

Legally Permissible Uses

The subject site is located in the Park Historic district within Casper, Wyoming. The immediate neighborhood has a mixture of uses including office buildings, medical buildings, retail buildings, motels/hotels, and restaurants and bars. The neighborhood encompasses a portion of Casper, which is located in Central Wyoming. The Park Historic district is a restrictive zoning reserved typically for City owned lands. This appraisal uses the **hypothetical condition** that if the City sold the subject, the City would allow a zoning that would be consistent with the highest and best use of the subject.

Physically Possible Uses

Location and physical characteristics are relevant attributes of successful properties. Location is an important physical characteristic of land. Location plays a major part in determining the best physical use of the property as the location factors in the type of use that best fits with the property. In Wyoming, zoning regulations tend to allow for many different possible uses. The following chart is a summary analysis of the subject location as it relates to the different uses that are possible for the subject. The analysis has focused on multifamily, commercial, industrial, and single-family. Given the location, industrial uses would not be likely. This chart helps narrow the best physical possible uses for the subject based on location.

Highest and Best Use

Highest and Best Use as Vacant

Summary of Subject Locational Analysis						
	Ratings				Relative Score	
	1 Poor	2 Avg.	3 Good	4 Excellent		
Total Score	4	4	0	0	8	
Commercial						
Proximity to housing.		X				
Traffic volume by site.			X			
Proximity to other demand generators.				X		
Density of area housing.	X					
Direction of community retail growth.		X				
Public planning and zoning.		X				
Total Score	1	6	3	4	14	
Multifamily						
Proximity to employment centers.		X				
Proximity to cultural activities (restaurants, entertainment, etc.).			X			
Proximity to views/amenities.		X				
Proximity to other apartment communities.	X					
Direction of multifamily growth.	X					
Public planning and zoning.		X				
Total Score	2	6	3	0	11	
Single-Family						
Proximity to employment.		X				
Proximity to schools/community facilities.	X					
Proximity to neighborhood shopping.		X				
Proximity to quiet streets/privacy.	X					
Proximity to new single-family growth.	X					
Public planning and zoning.		X				
Total Score	3	6	0	0	9	
Industrial						
Proximity to major transportation (particularly freeways, truck routes, etc.).			X			
Proximity to labor force.		X				
Neighborhood acceptance of industrial park.	X					
Proximity to service and material suppliers.			X			
Proximity to new industrial park growth.		X				
Public planning and zoning.		X				
Total Score	1	6	6	0	13	

The location analysis shows that industrial and commercial are the best options based on location; however, given the makeup of the neighborhood an industrial use would not fit well. The subject site has an area of 143,748 SF. This size would likely support a number of development options. The physical attributes of the land do not appear to negatively affect development. The site is mostly level, it has frontage and access on Wilkins Way and Poplar Street. It is located in a low risk flood zone. Traffic counts near the site are average to above-average. All city utilities are available to the property.

Highest and Best Use

Highest and Best Use as Vacant

Financially Feasible Uses

Many different uses are physically possible and legally permissible. Because the zoning allows for many different uses, I considered multiple development options. Options include agricultural development, industrial development, residential development, and commercial development. Based on the larger size of the site and the adjacent office and commercial uses, I do not feel that residential uses would be probable or return the highest value to the land. Agricultural parcels and industrial parcels usually sell at a lower price per-square foot than commercial parcels. Because the subject has a commercial location and commercial related neighbors, the most financially viable option is to develop the site for commercial purposes.

Based on the physical analysis and the hypothetical condition that the zoning could be changed to fit the highest and best use, it would appear that the highest and best use would be a commercial use. Commercial building has picked up in Casper and this type of land is in demand. Analysis of the commercial land show that values have held steady and are trending upward in some instances. In addition, there appears to be sufficient demand in the market. Based on these factors, it appears that a commercial use is financially feasible.

Maximally Productive Use

Based on the previous analyses, the maximally productive use is commercial development. The site appears to be large enough to accommodate a variety of commercial uses. An ideal improvement would have a good balance of parking, site coverage, landscaping, and adequate setbacks. Given the stable market conditions, immediate development may be financially feasible, assuming modern designs are utilized and the building has an efficient layout.

Highest and Best Use

The highest and best use of the site as vacant is for Commercial Land.

Highest and Best Use

Highest and Best Use as Improved

The subject is vacant land; therefore, the highest and best use as improved is not analyzed.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. These are:

- The Cost Approach
- The Sales Comparison Approach
- The Income Approach

The **Cost Approach** is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ = \text{Value} \end{array}$$

The **Sales Comparison Approach** compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

The **Income Approach** converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and/or a discounted process.

The appraisal process concludes with the **Final Reconciliation** of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

This appraisal includes the following:

A **sales comparison analysis** is considered and is developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Sales Comparison Approach

The sales comparison approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the sales comparison approach.

1. The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
2. The most pertinent data is further analyzed and the quality of the transaction is determined.
3. The most meaningful unit of value for the subject property is determined.
4. Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
5. The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the sales comparison approach.

Land Value

The subject's land value has been developed via the sales comparison approach. I have researched and analyzed five comparables for this analysis.

Comp	Address	Date	Price Per Acre	Acres
	City	Price	Price Per SF	Land SF
1	Lot 8, Wilkins Circle	08/15/2013	\$209,220	1.410
	Casper	\$295,000	\$4.80	61,420
2	Lot 3A, Park Ridge Medical Campus No. 2	01/21/2014	\$369,389	2.030
	Casper	\$749,859	\$8.48	88,427
3	Lot 1, Mountain Plaza #7	01/08/2014	\$446,453	2.020
	Casper	\$901,835	\$10.27	87,842
4	531 Durango Court	04/12/2013	\$205,000	0.500
	Casper	\$102,500	\$4.73	21,648
5	Lot 3, Mesa Addition No. 7	05/10/2013	\$258,287	3.620
	Casper	\$935,000	\$5.93	157,731

Land Comparable 1



Transaction

ID	288	Date	08/15/2013
Address	Lot 8, Wilkins Circle	Price	\$295,000
City	Casper	Price Per SF	\$4.80
State	Wyoming	Financing	Cash
Tax ID	34793240100500	Property Rights	Fee Simple
Grantor	CPC, LLC	Days on Market	154
Grantee	Charles and Shirley Fox	MLS #	20131180
Legal Description	Lot 8, North Platte Industrial Park	County Records	WD 956880
		Verification Source	Bill Elliott

Site

Acres	1.410	Topography	Slight Slope
Land SF	61,420	Zoning	C-4
Road Frontage	Wilkins Circle	Flood Zone	--
Shape	Mostly Rectangular	Encumbrance or Easement	--
Utilities	Public	Environmental Issues	--

Comments

Lot located near the Petroleum Club. It is visible from I-25; but has no direct access from the Interstate.

Land Comparable 2



Transaction

ID	1121	Date	01/21/2014
Address	Lot 3A, Park Ridge Medical Campus No. 2	Price	\$749,859
City	Casper	Price Per SF	\$8.48
State	Wyoming	Financing	Cash
Tax ID	--	Property Rights	Fee Simple
Grantor	Granite Peak Development, LLC	Days on Market	--
Grantee	Shakopee Hospitality, Inc.	MLS #	--
Legal Description	Lot 3A, Park Ridge Medical Campus No. 2 Addition	County Records	965286
		Verification Source	Sales Contract

Site

Acres	2.030	Topography	Level
Land SF	88,427	Zoning	PUD
Road Frontage	--	Flood Zone	--
Shape	Rectangular	Encumbrance or Easement	--
Utilities	All City	Environmental Issues	--

Comments

The site was purchased by an out of state buyer to build a Best Western Plus hotel. The property does not front on Second Street but has good visibility from Second Street and the Intersate. It is between a Main Stay Suites and Holiday Inn Express.

Land Comparable 3



Transaction

ID	1150	Date	01/08/2014
Address	Lot 1, Mountain Plaza #7	Price	\$901,835
City	Casper	Price Per SF	\$10.27
State	Wyoming	Financing	Cash
Tax ID	--	Property Rights	Fee Simple
Grantor	SenergyOne Development	Days on Market	--
Grantee	KG Store 971, LLC	MLS #	2014209
Legal Description	Lot 1, Mountain Plaza #7	County Records	--
		Verification Source	Randy Hall, Broker

Site

Acres	2.020	Topography	Level
Land SF	87,842	Zoning	C-1
Road Frontage	--	Flood Zone	--
Shape	Rectangular	Encumbrance or Easement	--
Utilities	All City	Environmental Issues	--

Comments

2.02 acre commercial lot located on the west side of Casper at the intersection of SW Wyoming Boulevard and Talon Road. The sale included recapture to the seller of \$43,920 for traffic signal improvements, and \$23,960 for drainage improvements; the sale also included recapture to the City of Casper of \$6,149 for right-turn lane improvements, and \$11,419 for Talon Road improvements. A driveway was also installed at a cost of \$112,489 to the buyer, and \$377,881 to the seller.

Land Comparable 4



Transaction

ID	1130	Date	04/12/2013
Address	531 Durango Court	Price	\$102,500
City	Casper	Price Per SF	\$4.73
State	Wyoming	Financing	Cash
Tax ID	33790210300600	Property Rights	Fee Simple
Grantor	Granite Peak Development, LLC	Days on Market	40
Grantee	Walter W. Bailey	MLS #	20131025
Legal Description	Lot 6, Fairservis Addition	County Records	WD 949152
		Verification Source	Bill Elliott

Site

Acres	0.500	Topography	Level
Land SF	21,648	Zoning	C-4
Road Frontage	--	Flood Zone	--
Shape	Rectangular	Encumbrance or Easement	--
Utilities	All City	Environmental Issues	--

Comments

This lot is located off of E. Yellowstone Highway in an area that has seen the new development of light industrial buildings. The property was purchased for the development of an owner occupied warehouse.

Land Comparable 5



Transaction

ID	1123	Date	05/10/2013
Address	Lot 3, Mesa Addition No. 7	Price	\$935,000
City	Casper	Price Per SF	\$5.93
State	Wyoming	Financing	Cash
Tax ID	33791910307100	Property Rights	Fee Simple
Grantor	Mesa Development, Inc.	Days on Market	--
Grantee	Movie Palace Investments, LLC	MLS #	20133362
Legal Description	Lot 3, Mesa Addition No. 7	County Records	--
		Verification Source	Rich Fairservis

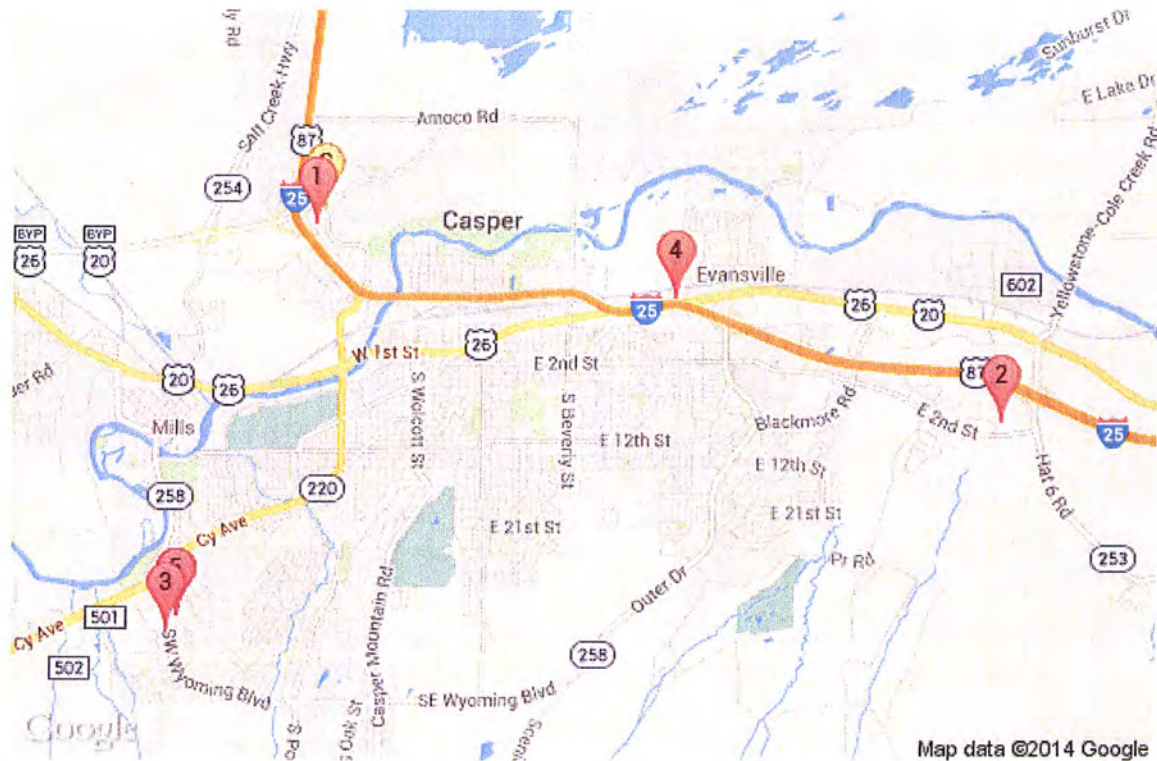
Site

Acres	3.620	Topography	Level
Land SF	157,731	Zoning	C-2
Road Frontage	--	Flood Zone	--
Shape	Rectangular	Encumbrance or Easement	--
Utilities	All City	Environmental Issues	--

Comments

This lot on the west side of Casper was purchased for the construction of a new movie theater. It has good exposure to Wyoming Boulevard but does not have direct access.

Comparable Land Sales Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. I have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Conditions
- Location
- Physical Characteristics

On the following page is a land analysis grid displaying the subject property, the comparables, and the adjustments applied.

SALES CHART

	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4	Land Sale 5
Sale Date		08/15/2013	01/21/2014	01/08/2014	04/12/2013	05/10/2013
Sale Price		\$295,000	\$749,859	\$901,835	\$102,500	\$935,000
Size (SF)	143,748	61,420	88,427	87,842	21,648	157,731
Sale Price/SF		\$4.80	\$8.48	\$10.27	\$4.73	\$5.93
Property Rights		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Financing		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Market Conditions		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Price/SF		\$4.80	\$8.48	\$10.27	\$4.73	\$5.93

PROPERTY ATTRIBUTE RATINGS

Property Attributes	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4	Land Sale 5	Weight
Size	4	6	6	6	8	4	0.20
Location	6	6	9	7	4	7	0.40
Utilities	8	3	8	8	8	8	0.20
Access	6	5	8	8	4	8	0.20
Total							1.00
Weighted Average	6.0	5.2	8.0	7.2	5.6	6.8	

Comparable Land Sale Adjustments

Property Rights

Property Rights are defined as when real property is bought and it can be sold with the full property rights or they can be sold with less than all of the real property rights or even additional rights to other properties.

All of the sales in this approach were analyzed for the property rights that were conveyed in the transaction. The subject is a fee simple interest and all of the sales were sales of fee simple interests with similar rights conveyed to that of the subject; therefore, adjustments were not made.

Financing

Financing can affect the price paid for property if financing was obtained that was subject to terms other than typical market financing.

All of the sales appear to have financing that was typical of market terms and adjustments are not necessary.

Conditions of Sale

The definition of market value requires typically motivated buyers and sellers. The sales used here were researched, and based on the information regarding the sales the appraiser was able to obtain, there were no factors present in the sales that require adjustments for conditions of sale.

Market Conditions

A full analysis of the market conditions can be observed in the market area analysis section of this appraisal report. Based on recent trends in the market and the time period that is represented by the comparable sales used here, I was unable to extract a credible adjustment from the market for market conditions.

Qualitative Analysis

Qualitative analysis is used in the case of the subject land to further reconcile to a value, as there are inefficiencies in the real estate market that can be difficult to quantify with mathematical precision. This can be especially true in the land market. A ranking analysis is used. The sales and the subject are ranked based on a set of attributes or elements of comparison that are market sensitive. These factors are weighted to arrive at an overall score for the subject and the sales. This then provides a ranking range for the subject and a bracketed indicated value for the subject property in comparison to other sales in the market.

Based on the ranking of the subject, it appears the subject would fall in between Land Sale 4 and Land Sale 5. In addition, Land Sale 1 needs to be given some weight, it is in close proximity to the subject; however, the topography of this sale detracts from the desirability as it is on a sloping hillside. Land Sale 1 is still buildable, but looking at the ongoing construction, it appears there was additional dirt work required to improve the site. Based on the sales in the market, a value of \$5.50/SF is supported for the subject.

Sales Comparison Approach Conclusion

Subject Market Value	
Indicated Value/SF:	\$5.50
Subject Size (SF):	143,748
Indicated Value:	\$790,614
Rounded:	\$790,000
SEVEN HUNDRED NINETY THOUSAND DOLLARS	

Final Reconciliation and Opinion of Market Value

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior, and defensibility of each approach, are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indication

Sales Comparison Approach: \$790,000

Sales Comparison Approach

The sales comparison approach is the only approach developed. This approach has a sufficient quantity and quality of data to arrive at a supportable opinion of market value.

Opinion of Market Value Conclusion

Based on the data and analyses developed in this appraisal, I have reconciled to the following value conclusion, as of June 10, 2014, subject to the Limiting Conditions and Critical Assumptions of this appraisal.

Reconciled Market Value

Premise: Hypothetical

Interest Appraised: Fee Simple

Value Conclusion: \$790,000

SEVEN HUNDRED NINETY THOUSAND DOLLARS

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
9. I have made a personal inspection of the property that is the subject of this report.

Continued ...

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I, Andrew D. Hilston, am currently certified by the State of Wyoming Appraisal Commission as a Certified General Real Estate Appraiser, which complies with F.I.R.R.E.A., Title XI of the Federal Financial Institution's Reforms, Recovery and Enforcement Act of 1989 - Permit No. 627. I am also a Certified General Appraiser, in the State of North Dakota - Permit No. CG-21374.



ANDREW D. HILSTON

Certified General Real Estate Appraiser - WY Permit No. 627

QUALIFICATIONS OF ANDREW D. HILSTON
Certified General Real Estate Appraiser
State of Wyoming – Permit No. 627

EDUCATION:

1995 Graduate of Natrona County High School, Casper, Wyoming
University of Mary's - Currently completing Bachelor's Degree in Business Management

PROFESSIONAL AFFILIATIONS:

State of Wyoming, Certified General Real Estate Appraiser - Permit No. 627
State of North Dakota, Certified General Appraiser - Permit No. CG-21374
Member of the Appraisal Institute - Since November 24, 2004
Wyoming Chapter of the Appraisal Institute - Served/Serving as Treasurer in 2009,
2010, 2011, 2012, 2013, and 2014
Habitat for Humanity - Board of Directors - Since July of 2007
Served as President in 2007, 2008, 2009, and 2010
Served/Serving as Vice-President in 2011, 2012, 2013, and 2014

BACKGROUND AND EXPERIENCE:

1993 -1995 - Part-time Office Assistant for Hilston Ranch Realty / Hilston Appraisals
1995 - 2001 - Active Duty USMC
2003 - 2006 - Member of the Wyoming Air National Guard
November 2002 - January 2006 - Employed as Appraisal Trainee/Appraiser for
Hilston Appraisals
January 5, 2006 - Present - Employed as Certified General Real Estate Appraiser with
Hilston Appraisals

QUALIFICATIONS OF ANDREW D. HILSTON
Certified General Real Estate Appraiser
State of Wyoming – Permit No. 627

APPRAISAL EDUCATION:

- January 26, 2003 - July 26, 2003 - Allied Business School - Real Estate Appraisal (75 Hours)
- July 01, 2003 - Allied Business School (15 Hours of USPAP)
- November 10, 2003 - Appraisal Institute - Business Practice and Ethics
(7 Hours, Exam 1 Hour)
- January 27-28, 2004 - ASFMRA - Appraising Rural Residential (15 Hours, Exam 1 Hour)
- May 17-22, 2004 - Appraisal Institute - Basic Income Capitalization (36 Hours, Exam 3 Hours)
- December 15, 2004 - January 14, 2005 - Appraisal Institute - Online Course 320: General
Applications (36 Hours, Exam 3 Hours)
- January 13, 2005 - Wyoming Certified Appraiser Board - Uniform Standards of Professional
Appraisal Practice (7 Hours)
- May 05-06, 2005 - ASFMRA - Livestock Ranch - Part I Analysis (8 Hours) &
Livestock Ranch - Part II Valuation (8 Hours)
- August 2005 - CCIM Institute - Introduction to Commercial Real Estate
- May 11, 2006 - WY Certified Appraiser Board - Uniform Standards of Professional Appraisal
Practice - (Casper, WY) (7 Hours)
- May 25-26, 2006 - Las Vegas Chapter of the Appraisal Institute - Evaluating Commercial
Construction Seminar - (Las Vegas, NV) (14 Hours)
- June 30, 2006 - Appraisal Institute - Subdivision Appraisal: A Comprehensive Guide to
Valuing Improved Subdivisions – (Denver, CO)
- August 16, 2006 - Appraisal Institute - Small Hotel/Motel Valuation (7 Hours)
- June 25, 2007 - Appraisal Institute - Office Building Valuation: A Contemporary Perspective
(Salt Lake City, Utah) (7 Hours)
- October 22-26, 2007 - General Market Analysis and Highest & Best Use - (Fullerton, CA)
- January 15, 2008 - Wyoming Certified Appraiser Board - Uniform Standards of Professional
Appraisal Practice (Casper, WY) (7 Hours)
- January 14, 2009 - Wyoming Certified Appraiser Board - Uniform Standards of Professional
Appraisal Practice (Casper, WY) (7 Hours)
- December 28, 2009 - Business Practices and Ethics - Appraisal Institute
(On-Line, Chicago, IL) (8 hours)
- January 12, 2010 - Wyoming Certified Appraiser Board - Uniform Standards of Professional
Appraisal Practice (Casper, WY) (7 Hours)

Continued ...

QUALIFICATIONS OF ANDREW D. HILSTON
Certified General Real Estate Appraiser
State of Wyoming – Permit No. 627

APPRAISAL EDUCATION:

- October 11, 2010 - Online Supervising Appraisal Trainees - Appraisal Institute (4 Hours)
December 31, 2010 - Online Appraisal of Nursing Facilities - Appraisal Institute (9 Hours)
January 12, 2012 - Wyoming Certified Appraiser Board - Uniform Standards of Professional Appraisal Practice (Casper, WY) (7 Hours)
January 30-31, 2012 - Fundamentals of Separating Real, Personal Property, and Intangible Business Assets - Appraisal Institute (Atlanta, GA)
(14 Hours, Exam 1 Hour)
June 19-22, 2012 - General Appraiser Report Writing and Case Studies - Appraisal Institute (Aurora, CO) (28 Hours, Exam 2 Hours)
February 18-22, 2013 - Advanced Income Capitalization - Appraisal Institute (Tempe, AZ) (30 Hours, Exam 3 Hours)
January 9, 2014 - Wyoming Certified Appraiser Board - Uniform Standards of Professional Appraisal Practice (Casper, WY) (7 Hours)
March 31-April 5, 2014 - Advanced Concepts & Case Studies - Appraisal Institute (Tulsa, OK) (35 Hours, Exam 3 Hours)

PARTIAL LIST OF APPRAISAL CLIENTS DURING THE LAST 11 YEARS:

American Mortgage Company (North Platte, NE) - Tom Cooper
American National Bank (Buffalo, WY) - Dennis Hotchkin
American National Bank (Buffalo, WY) - Bonnie Drake
American National Bank (Buffalo, WY) - Laci Schiffer
American National Bank (Buffalo, WY) - Ryan Fieldgrove
American National Bank (Casper, WY) - Stormy Dean
American National Bank (Casper, WY) - Rollie Hager, Sr.
American National Bank (Grand Junction, CO) - Samuel A. Jones
American National Bank (Worland, WY) - Tad Debolt
Attorney at Law (Casper, WY) - Bill Schwartz
Bank of Buffalo (Buffalo, WY) - Carmen Rodriguez
Bank of Buffalo (Buffalo, WY) - Martha Bartlett
Bank of Buffalo (Buffalo, WY) - Karla Trowbridge
Bank of Casper (Casper, WY) - Mike Galovich
Bank of Colorado (Ft. Lupton, CO) - Cheryl Greenrod
Bank of Jackson (Jackson, WY) - Jeffery Fuechsel
Bank of the West (Denver, CO) - Deane Davenport, MAI
Bank of the West (Denver, CO) - Michael Sullivan

Continued ...

QUALIFICATIONS OF ANDREW D. HILSTON
Certified General Real Estate Appraiser
State of Wyoming – Permit No. 627

PARTIAL LIST OF APPRAISAL CLIENTS DURING THE LAST 11 YEARS:

Bank of Wyoming (Casper, WY) - Brent Russ
Bank of Wyoming (Casper, WY) - Jim MacKearney
Carola Holdings, Inc. (Jackson, WY)
Casper Law Office, LLC
Colorado Business Bank (Denver, CO) - Lisa Meireis
Converse County Bank - Tressie Austin
Community First Bank (Cheyenne, WY) - Cathy Ford, Vice President
Community First Bank (Riverton, WY) - Fred Nelson
Dakota State Bank - Casey Cowan
Eitel Ranch (Kaycee, WY)
Farm Service Agency (Casper, WY and Douglas, WY)
Farm Service Agency (Riverton, WY) - David Gunderson
First Fidelity Centers, Inc. (Tarzana, CA) - Bob Bledsoe
First Interstate Bank (Billings, MT) - Michelle Lambert
First Interstate Bank (Buffalo, WY) - Douglas Wagner
First Interstate Bank (Casper, WY) - Kermit Wille
First Interstate Bank (Casper, WY) - Brian Stack
First Interstate Bank (Casper, WY) - Paula Reid
First Interstate Bank (Casper, WY) - Roger Trupp
First Interstate Bank (Casper, WY) - Samantha Porter
First Interstate Bank (Casper, WY) - Brettnee Tromble
First Interstate Bank (Cheyenne, WY) - Mike Wilcox
First Interstate Bank (Gillette, WY) - Dannette Holzwarth
First Interstate Bank (Gillette, WY) - Steve Crow
First Interstate Bank (Hot Springs, SD) - Casey Derflinger
First Interstate Bank (Jackson, WY) - T. Mark Mickelson
First Interstate Bank (Riverton, WY) - Matt Vredenburg
First Interstate Bank (Riverton, WY) - Bruce Brimmer
First Interstate Bank (Riverton, WY) - Kenneth King
First Interstate Bank (Sheridan, WY) - Karen Kendrick
First Interstate Bank (Sheridan, WY) - Mark Kinner
First Interstate Bank (Sheridan, WY) - Marlin Norling
First Interstate Bank (Sheridan, WY) - David Hubert
First Interstate Bank (Sheridan, WY) - Richard A. Destafano
First Interstate Bank (Sheridan, WY) - Donovan McComb
First Interstate Bank (Sheridan, WY) - Linda Thompson
First Interstate Bank - V. Clark Richardson
First Interstate Bank - Ron Rasmussen
First National Bank (Buffalo, WY) - Dianne Farris
First National Bank (Douglas, WY) - Jim Fuller
First National Bank (Douglas, WY) - Bonnie Pryczynski

Continued ...

QUALIFICATIONS OF ANDREW D. HILSTON
Certified General Real Estate Appraiser
State of Wyoming – Permit No. 627

PARTIAL LIST OF APPRAISAL CLIENTS DURING THE LAST 11 YEARS:

First National Bank - Chad Rupe
First National Bank - Colin Peldo
First National Bank - Jim Contreras
First National Bank - Patty Kinghorn
First National Bank - Tom Hammerquist
First National Bank - Scott F. McBride
First National Bank (Gillette, WY) - Brian Ailts
First National Bank - Sam Saunders
First National Bank - Jo Ellen Grotte
First National Bank - John Cosner
First National Bank (Lingle, WY) - Alan Lemaster
First National Bank (Pine Bluffs, WY) - Scott Vasko
First National Bank (Sheridan, WY) - Justin West
First National Bank (Torrington, WY) - David Deming, Vice President
First National Bank (Torrington, WY) - Chad Corkle
First National Bank (Torrington, WY) - Mike Hollister
First State Bank (Newcastle, WY) - Michael Morrison
First State Bank - Holly Crowley
First State Bank - Sandra Buford
First Tier Capital Corporation & Bank (Cheyenne, WY) - JJ Revell
Flying T Land Company (Casper, WY)
Force Ranch (Gillette, WY)
Foreman's Quality Machine and Repairs, Inc. (Casper, WY)
Fremont County School District No. 25 (Riverton, WY) - Craig H. Beck
Hilltop National Bank (Casper, WY) - Becky Thompson
Hilltop National Bank (Casper, WY) - Roger Wagner
Hilltop National Bank (Casper, WY) - Scott Brownell
Horizon Banks (Longmont, CO) - Don Stroh
ICCC (Irvine, CA) - Richard Wright, AVP
Jackson State Bank - Todd Ellington
Jay Scott Ranch - Jay Em
Jonah Bank of Wyoming (Casper, WY) - Dick Jay
Kirven and Kirven, P.C. (Buffalo, WY)
Love Ranch, Inc. (Laramie, WY)
Moonshiner Development (Gillette, WY) - Curt Betcher
NCSD (Casper, WY) - Dennis Bay, P.E.
NCSD (Casper, WY) - Lindsay Donaldson
NCSD (Casper, WY) - Jason Gutierrez
Nature Conservancy (Lander, WY)
O'Quinn Enterprises Limited Partnership (Casper, WY)
Pinnacle Bank (Cheyenne, WY) - Liz Hensley

Continued ...

QUALIFICATIONS OF ANDREW D. HILSTON
Certified General Real Estate Appraiser
State of Wyoming – Permit No. 627

PARTIAL LIST OF APPRAISAL CLIENTS DURING THE LAST 11 YEARS:

Pinnacle Bank (Gillette, WY) - Marc Matlick
Pinnacle Bank (Newcastle, WY) - Faron Ferguson
Pinnacle Bank (Newcastle, WY) - Justin Tystad
Pinnacle Bank (Worland, WY) - Brent B. Miller
Pinnacle Bank - Cathy Phelps
Pinnacle Bank - Gloria Fugatt
Pinnacle Bank - Deb Calhoun
Pinnacle Bank - Amy Hoffman
Pinnacle Bank - Lisa Foster
Platte Valley National Bank (Wheatland, WY) - Keith Geis
Public Services Department, Engineering Division (Casper, WY)
Rose Properties (Cheyenne, WY)
Rocky Mountain Power (Salt Lake City, UT) - Debbie Munteer
Security First Bank (Cheyenne, WY) - Ronald L. Van Voast
Sheridan State Bank - Jody Bangerter
Sheridan State Bank - Mont Becker
Sheridan State Bank - John W. Muecke
Shoshone First Bank (Cody, WY) - Craig L. Caldwell
Shoshone First Bank - Jon Carlisle
Velocity Commercial Capital, LLC (Westlake Village, CA)
Wal-Mart Realty (Bentonville, AR) - Cissy Dark
Wells Fargo Bank (Casper, WY) - Lorrie Hogan
Wells Fargo Bank (Grand Junction, CO) - Jim Parman
Wells Fargo Bank RETECHS (Denver, CO) - Renée Baca
Wells Fargo Bank RETECHS (Denver, CO) - Scott Freeman
Wells Fargo Bank RETECHS (Denver, CO) - Mike Korn
Wells Fargo Bank RETECHS (Denver, CO) - Richard Burd
Wells Fargo Bank RETECHS (Bloomington, MN) - Martin Lantinen
Westech (Casper, WY) - Steve Schellenberger
W.N. McMurry (Casper, WY)
Wyoming Machinery (Casper, WY) - Richard Wheeler
Wyoming National Bank (Lander, WY) - Scott Estep
Wyoming National Bank - Daniel Moline
Wyoming National Bank - Hazel L. Jordan
Wyoming National Bank (Riverton, WY) - Charlie Krebs

ADDENDA

**Appraiser's
State
License/Certification**

Permit Number 627

STATE OF WYOMING

NON TRANSFERABLE

No 00766

CERTIFIED REAL ESTATE APPRAISER PERMIT

ANDREW D. HILSTON

CERTIFIED GENERAL APPRAISER

AS PROVIDED FOR BY THE LAWS OF WYOMING.

Issued: 01/05/2013

Expires: 01/04/2015

HILSTON APPRAISALS, LLP
933 WEST 14TH STREET
SUITE 6
CASPER, WY 82601

AUTHORIZED BY THE WYOMING CERTIFIED
REAL ESTATE APPRAISER BOARD WITNESS MY
HAND AND THE OFFICIAL SEAL AT CHEYENNE,
WYOMING.


Trenton Hogg Executive Director

January 3, 2020

MEMO TO: J. Carter Napier, City Manager *77-for JCN*

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of thirteen (13) properties along the west side of South Poplar Street, south of West 50th Street, complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, January 7, 2020.

Action Type:

Resolution with public hearing.

Recommendation:

That Council, approve a Resolution confirming that the annexation of the following properties complies with W.S. §15-1-402:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

Summary:

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

The Casper City Council approved Resolution No. 19-162 initiating the annexation of thirteen (13) unincorporated properties located generally west of South Poplar Street, and south of West 50th Street. The properties involved are semi-rural, single-family residential properties and are proposed for AG (Urban Agriculture) zoning, once annexed.

In approving the resolution, the Council is formally making the following findings:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.

2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is entirely surrounded by properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to, the City limits on all four sides.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides support for the findings as required by Statute. The annexation report concludes that the City can provide public services to these properties without additional staff, equipment, or immediate facility/infrastructure expansion.

Oversight/Project Responsibility:

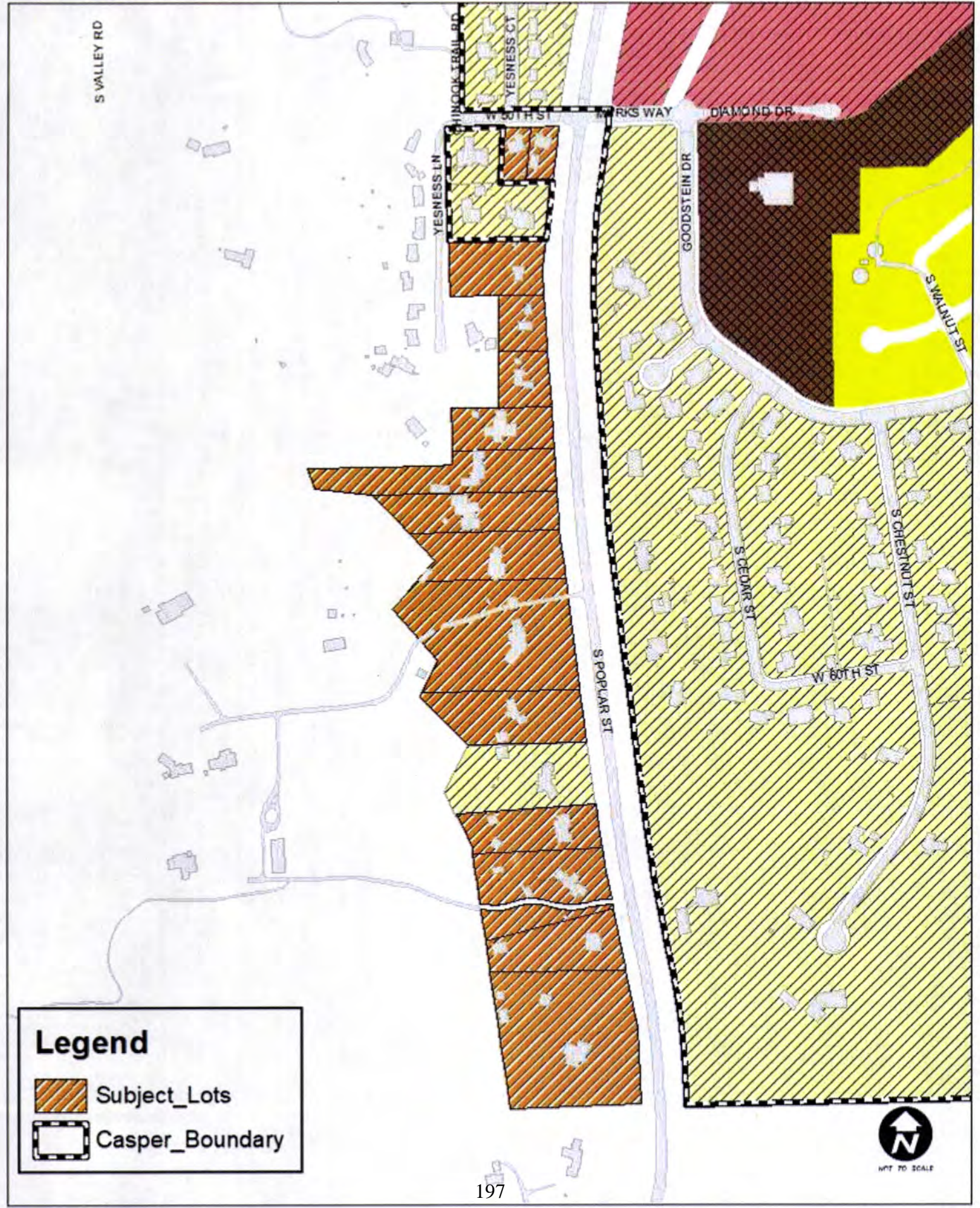
Craig Collins, AICP, City Planner, is tasked with processing annexations.

Attachments:



Location Map

Resolution

Poplar Street Annexation



Legend

-  Subject_Lots
-  Casper_Boundary



RESOLUTION NO.20-2

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF THIRTEEN (13) PROPERTIES ALONG THE WEST SIDE OF SOUTH POPLAR STREET, SOUTH OF WEST 50TH STREET

WHEREAS, the hearing to determine whether the above-described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly established by the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the following described properties being eligible for annexation:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited, to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is directly adjacent to current City properties. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the provision of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is immediately adjacent to properties currently being served by the City. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area for the foreseeable future.

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

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

South Poplar Street Annexation

(South Garden Creek Acres Addition and South Garden Creek
Acres No. 2 Addition)

2019 ANNEXATION REPORT

October, 2019

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis meant to provide the City and affected property owners a clear picture of the financial consequences of annexing properties into the City of Casper.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

The Casper City Council approved Resolution No. 19-162 initiating the annexation of multiple unincorporated properties located generally west of South Poplar Street, and south of SW Wyoming Boulevard. Those properties are described more particularly as follows:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

The annexation is proposed to incorporate thirteen (13) semi-rural, single-family residential properties into the City limits. The City limits is located immediately east of the area, and falls under the City's R-1 (Residential Estate) zoning. The properties being proposed for annexation will most likely be zoned AG (Urban Agriculture), once annexed. All properties have access to City water service, and have previously-signed commitments to annex associated with their individual deeds. A handful of the properties are currently connected to City sewer; however, the majority have septic systems. All properties involved in the annexation have frontage on a public right-of-way.

For the purpose of analysis within this report, the following assumptions have been made:

▪ Estimated Population	32 (2.45 persons per household x 13 houses)
▪ Potential yearly sales tax revenue	\$18,112 (total)
▪ Potential yearly property tax revenue	\$8,000 (total combined)
▪ Area within designated Growth Boundary	Yes
▪ Enterprise Departments	Unaffected – Service is available
▪ Potential building permit revenue	Negligible, area is built-out
▪ Surveying requirements	Platted – No cost for surveying
▪ Transit/Bus	Area is not currently served
▪ Municipal Code Compliance	Limited instances of non-conforming uses
▪ Likely zoning classification	AG (Urban Agriculture)

DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. All properties being annexed currently have access to public streets. South Poplar Street is a State owned and maintained highway, and West 50th Street is an improved City street. Although South Poplar Street is not currently constructed to City standard specifications because it lacks curb, gutter and sidewalks, there are no immediate plans for the City to take over the ownership and maintenance of the street; and therefore, no immediate need to upgrade it to meet City standards. A funding mechanism will have to

be identified in the future, at such time as South Poplar Street requires improvements. A public sewer main extends up the east side of South Poplar Street, approximately half the length of the annexation. The decision as to when each property will be required to connect to public sewer rests solely with the City/County Health Department, and is independent of whether or not the properties are located in the City or the County. It is typical that the Health Department will allow septic systems to remain in use until such time as they fail. At such time, if a property is located within three hundred (300) feet of a public sewer main, the Health Department will typically require connection rather than permitting a new septic system to be installed. There are no future plans in the works at this time to extend the sewer main to the south, beyond its current terminus.

The property owners will not be required to complete any public improvements as a result of annexation into the City, and therefore, will not incur any immediate development costs.

STATUTORY REQUIREMENTS

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

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

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

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is directly adjacent to current City properties. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the provision of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is immediately adjacent to properties currently being served by the City. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area for the foreseeable future.
4. The annexation of the area is contiguous with, and adjacent to, the City limits along the eastern boundary.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

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

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the eight (8) departments or divisions that

provide direct, basic City services to incorporated properties have been considered to gain a relative measure of service costs. In addition, the report considers the possible effects to the City's transit system, overseen by the Metropolitan Planning Organization (MPO), which is funded in large part by the federal government.

The relative service costs for City services that are attributable to each property within the City of Casper municipal limits were derived by dividing each department's FY 2020 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,559 residential properties/accounts and 1,874 commercial properties/accounts, for an approximate total of 22,433 properties/accounts in Casper. This analysis is intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis as presented does not suggest ACTUAL costs being incurred by the City, unless specifically noted herein, but attempts to quantifiably measure the impact of the annexation based on existing budgets and properties served. A second method of estimating costs has also been included, which is based on population rather than the number of properties/accounts in Casper. The property-based analysis in this case paints a similar picture regarding the costs of growth. It is acknowledged that neither method is an ideal way to determine ACTUAL costs, but instead, both are useful to illustrate the relative financial effects of growth on the organization.

Although the costs provided within this report can, in most cases, be considered theoretical, and are only a consideration of immediate costs/benefits today, it is important for decision-makers to note that in general, whenever the City grows through annexations, and new streets are constructed/improved, or new utilities are constructed, the City also acquires long-term maintenance costs associated with that new infrastructure, even if the improvements are initially paid for by a developer, as is the case with most voluntary annexations. In addition, over the long-term, the incremental expansion of the City requires that City services such as fire, police, sanitation, snow plowing, transit, etc. must also expand, typically, with an inadequate increase in City funding/revenue necessary to cover the yearly provision of those services. It is, more often than not, a misconception that the increased tax revenue that the City receives as a result of annexations will adequately cover the actual long-term costs involved, especially if life-cycle/maintenance costs, and service costs are considered. Incrementally, these costs, over time, can have a negative impact on City finances. For this reason, carefully managing growth to be located in appropriate (infill) areas, and also managing the eventual land uses and densities associated with growth, is a financially conservative strategy that the City must consider to remain solvent over the long term.

Some examples of development costs - 2019

- \$500-\$600 per lineal foot – Cost to build a standard City (local) street. Equates to \$2,640,000 - \$3,168,000 per mile, and includes curb, gutter, sidewalk, streetlights, asphalt, etc. (Source: CEPI – Civil Engineering Professionals Inc.)
- \$300,000 - \$591,000 per mile – Cost to maintain a local City Street (not collector or arterial) over a 20-year life-cycle. (Source: City Engineering Division)
 - Expected routine maintenance includes:
 - Year 2 – Crack Sealing
 - Year 5 – Chip Seal and Crack Seal
 - Year 7 – Crack Sealing
 - Year 10 – Major Repair/Patching
 - Year 13 – Crack Seal
 - Year 15 – Chip Seal and Crack Seal
 - Year 20 – Reconstruction

POLICE DEPARTMENT COST OF PROVIDING SERVICE:

The Casper Police Department will provide law enforcement services, which consist of answering calls for service, and patrolling the proposed addition. Based on the total budget for the Police Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is \$690 (*\$15,490,691 current Police Department budget, divided by 22,433 properties/accounts in the City*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$8,970 (*13 properties x \$690*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population rather than the number of properties served, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated Police Department service cost (*portion of the total Police Department budget*) that would be attributable to this annexation would be \$9,294 per year (*\$15,490,691 x 0.06%*) if based on the expected population increase.

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Police services will be available immediately upon the completion of the annexation.

FIRE DEPARTMENT COST OF PROVIDING SERVICE:

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. Based on the total budget for the Fire Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is

\$413 (*\$9,278,947 current Fire Department budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$5,369 (*13 properties x \$413*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Fire Department budget*) that would be attributable to this annexation is approximately \$5,567 per year (*\$9,278,947 x 0.06%*).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Fire service will be available immediately upon the completion of the annexation.

STREETS AND TRAFFIC DIVISIONS COST OF PROVIDING SERVICE:

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. Based on the total budget for the Street and Traffic Divisions, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Street and Traffic budget that is apportioned to each property/account in the City is \$171 (*\$3,831,942 current Street/Traffic budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$2,223 (*13 properties x \$171*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Street/Traffic budget*) that would be attributable to this annexation is approximately \$2,299 per year (*\$3,831,942 x 0.06%*).

In the immediate future, the Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. At such time that South Poplar Street becomes a City street, it will require the City to expend funds to construct improvements to meet City standard street construction specifications, including the provision of curb, gutter, and sidewalk. In addition, additional maintenance costs can be expected, which in today's dollars, would be approximately \$201,000 - \$395,970 for this 0.67-mile section of roadway, over twenty (20) years. Streets/Traffic Division service will be available immediately upon the completion of the annexation.

PUBLIC UTILITIES DIVISION (WATER AND SEWER) COST OF PROVIDING SERVICE:

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

All properties currently enjoy City water service, and the majority of the properties use septic systems. As is the case with all properties in Natrona County, the City/County Health Department determines when property owners are required to abandon their septic systems and hook into the public sewer system, regardless of whether or not the property is located in the City or the County. A City sewer main is located in proximity to about half of the parcels being annexed, along the east side of South Poplar Street, and would need to be extended farther to the south at some point in the future to serve the additional properties beyond the current terminus.

The City will not incur any immediate capital costs associated with providing sewer service to the area, but the funding mechanism for a future extension of public sewer has not yet been identified. The ultimate cost of the extension could conceivably be borne by the residents, the City, or a combination of both. Long term, all City costs to provide water and sewer service to the area should be equal to revenues generated by the properties.

SANITATION DIVISION COST OF PROVIDING SERVICE:

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area, should the property owners desire to use City garbage collection.

PARKS DIVISION COST OF PROVIDING SERVICE:

The Parks Division builds and maintains parks, landscaping, sports facilities, open space and trails throughout the City, for the benefit of Casper residents. Based on the total budget for the Parks Division, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Parks Division budget that is apportioned to each property/account in the City is \$90 (*\$2,026,527 current Parks Division budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$1,170 (*13 properties x \$90*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service

cost (*portion of the total Parks Division budget*) that would be attributable to this annexation is approximately \$1,216 per year ($\$2,026,527 \times 0.06\%$).

The Parks Division will not have to make any departmental changes in terms of personnel, equipment, vehicles or new parks that involve actual costs to the City as a result of this annexation. Parks Division service will be available immediately upon the completion of the annexation.

COMMUNITY DEVELOPMENT DEPARTMENT COST OF PROVIDING SERVICE:

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the City. Based on the total budget for the Community Development Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$75 ($\$1,676,978$ current Planning/Code Enforcement budget, divided by 22,433 properties). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$975 (13 properties \times \$75). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Planning/Code Enforcement budget*) that would be attributable to this annexation is approximately \$1,006 per year ($\$1,676,978 \times 0.06\%$).

The Community Development Department will not need to make any changes that will involve additional costs to the City as a result of the annexation of the area. Community Development Department service will be available immediately upon the completion of the annexation.

ENGINEERING DIVISION COST OF PROVIDING SERVICE:

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital construction projects. Based on the total budget for the Engineering Division, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$36 ($\$815,871$ current Planning/Code Enforcement budget, divided by 22,433 properties). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$468 (13 properties \times \$36). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment.

In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Engineering Division budget*) that would be attributable to this annexation is approximately \$490 per year ($\$815,871 \times 0.06\%$).

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. Engineering Division service will be available immediately upon the completion of the annexation.

TRANSIT COST OF PROVIDING SERVICE:

The City of Casper, along with surrounding towns, contracts with the Casper Area Transportation Coalition (CATC), a non-profit group, for transit service. The present contractor, CATC, is a private, non-profit organization governed by a Board of Directors that also oversees CATC's operations. CATC oversees two services:

1. The eponymously named CATC, which is a door-to-door paratransit service, providing transportation for the Casper area's handicapped and elderly populations;
2. The Bus, which is a fixed-route bus transit system.

Casper Area Transit (CAT) is financed through a combination of sources including the City of Casper One-Cent and General Fund, and Federal Transit Administration (FTA) Section 5307 and Section 5316 funds. The total amount of local Casper-only funding budgeted for Fiscal Year 2020 is \$608,000, while Federal funding sources total \$1,024,312. It is estimated that the fraction of the Transit budget that is apportioned to each property/account in the City of Casper to provide transit service is \$73 ($\$1,632,312$ is current Transit Casper and Federal-sourced budget, divided by 22,433 properties). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$949 (13 properties \times \$73). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Transit budget*) that would be attributable to this annexation is approximately \$979 per year ($\$1,632,312 \times 0.06\%$).

There will be no immediate budgetary impact to Transit as a result of this annexation. Fixed route transit service is not located in the immediate area, but service is available to the north, at the Sunrise Shopping Center.

ECONOMICS AND SOURCES OF REVENUE

City services are funded through a number of sources, including taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The remaining City services, funded out of the general fund, are supported in large part by various taxes and fees for services. The largest projected sources of general fund revenues for the City in FY20 are sales tax (\$18,672,852), revenue from the State of Wyoming (\$12,574,924), property taxes (\$4,160,683), charges for goods and services (\$5,196,957) and license/permit fees (\$6,238,998). It is generally accepted that given the current Wyoming tax structure, many residential properties do not generate sufficient tax revenue to the City to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

In general, as properties are developed, license/permit fees will be paid to the City in the form of building permits. Once developed, these areas generate revenues in the form of franchise fees for utilities such as cable, telephone, electricity and natural gas. Other impacts of an annexation are not easily measured but are no less important. With all development come construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy.

CONCLUSION

Assuming the City Council ultimately annexes the properties, the property owners will receive the same City services that every other property within the incorporated City receive. As illustrated throughout this report, the City of Casper can provide these services without incurring any immediate additional costs related to a need for additional staff, equipment or publicly-funded facility expansion or infrastructure. The properties are located directly adjacent to properties that are already receiving City services; therefore, these thirteen (13) properties can be absorbed into the City of Casper without any noticeable financial or operational effect.

Summary of Yearly Service Costs by Department/Division

General Fund Dept./Div.	Estimated Property-Based Cost	Estimated Population-Based Cost
Police	\$8,970	\$9,294
Fire	\$5,369	\$5,567
Streets/Traffic	\$2,223	\$2,299
Parks	\$1,170	\$1,216
Community Development	\$975	\$1,006
Engineering	\$468	\$490
Transit	\$949	\$979

Total Yearly Cost	\$20,124	\$20,851
Total 20-Year Cost	\$402,480	\$417,020

Summary of Yearly Revenues

Source of Revenue	Estimated Amount
Sales Tax	\$18,112
Property Tax	\$8,000
Building Permits	\$0

Total Yearly Revenue	\$26,112
Total 20-Year Revenue	\$522,240

Summary of City-Borne Capital Costs

Description	Estimated Cost
Street Improvements (Immediate Cost)	\$0 (<i>State Highway</i>)
Curb, Gutter, Sidewalk (Eventual Cost for 0.67 Miles)	Unknown
Street Maintenance (Immediate Cost)	\$0 (<i>State Highway</i>)
Street Maintenance (Eventual 20-Year Cost for 0.67 Miles)	\$201,000 - \$395,970
Sewer Main Extension	Unknown
Surveying	\$0 (<i>Currently Platted</i>)
Administrative	\$3,000

Although this report primarily analyzes the costs and benefits to the City of Casper (the organization), as with any development proposal, it must also be considered that there are costs and benefits that affect the entire community as well. When reviewing annexation proposals and for that matter, any development proposal in general, the City Council must recognize that there are significant differences in the cost/benefit balance depending on whether the growth/development is financially sustainable over the short term versus the long term. Location is almost always the most important factor determining whether the effects of growth are positive.

Denser, infill-type development, in proximity to existing City properties, is always cheaper to provide with City services than new development areas on the outskirts. Conversely, low density, sprawling development is much costlier because of inherent inefficiencies in its location and design. Location, in the land use planning context, correlates to proximity to existing public services, adequate roads and transportation infrastructure, utility availability, the overall density, and the ultimate type of land use of the area.

APPENDIX

1. RESOLUTION INITIATING ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. ANNEXATION EXHIBITS – PLATS
4. 2018 MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.

RESOLUTION NO. 19-162

A RESOLUTION INITIATING THE ANNEXATION OF MULTIPLE UNINCORPORATED PROPERTIES LOCATED GENERALLY WEST OF SOUTH POPLAR STREET, AND SOUTH OF SW WYOMING BOULEVARD, IN THE SOUTH GARDEN CREEK ACRES ADDITION AND SOUTH GARDEN CREEK ACRES NO. 2 ADDITION

WHEREAS, the City of Casper ("City") has identified multiple properties ("Outside Properties") in the South Garden Creek Acres Addition and the South Garden Creek Acres No. 2 Addition, which are not currently included within the Casper corporate limits; and,

WHEREAS, the Outside Properties are all contiguous with properties currently located within the corporate limits of the City; and,

WHEREAS, it is a substantial benefit to outside property owners and their successors in interest ("Outside Property Owners") to utilize City-maintained roads for access to their properties, and to enjoy access to City-funded services; and,

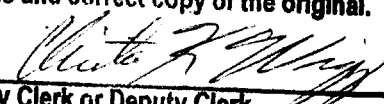
WHEREAS, the annexation of the Outside Properties will ensure that those who are benefitting from City services are contributing financially to the cost of providing those services; and,

WHEREAS, City Council desires to initiate the annexation of the unincorporated area, as described below, pursuant to Section 16.36.010 of the Casper Municipal Code, and in accordance with Wyoming State Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City staff shall initiate the annexation of the eligible unincorporated properties located generally west of South Poplar Street, and South of SW Wyoming Boulevard, and described more particularly as follows:

- o E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- o Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- o Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

I hereby certify that this document is a true and correct copy of the original.


City Clerk or Deputy Clerk



PASSED, APPROVED AND ADOPTED this 6th day of August, 2019.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur D. Tremel

Fleur D. Tremel
City Clerk

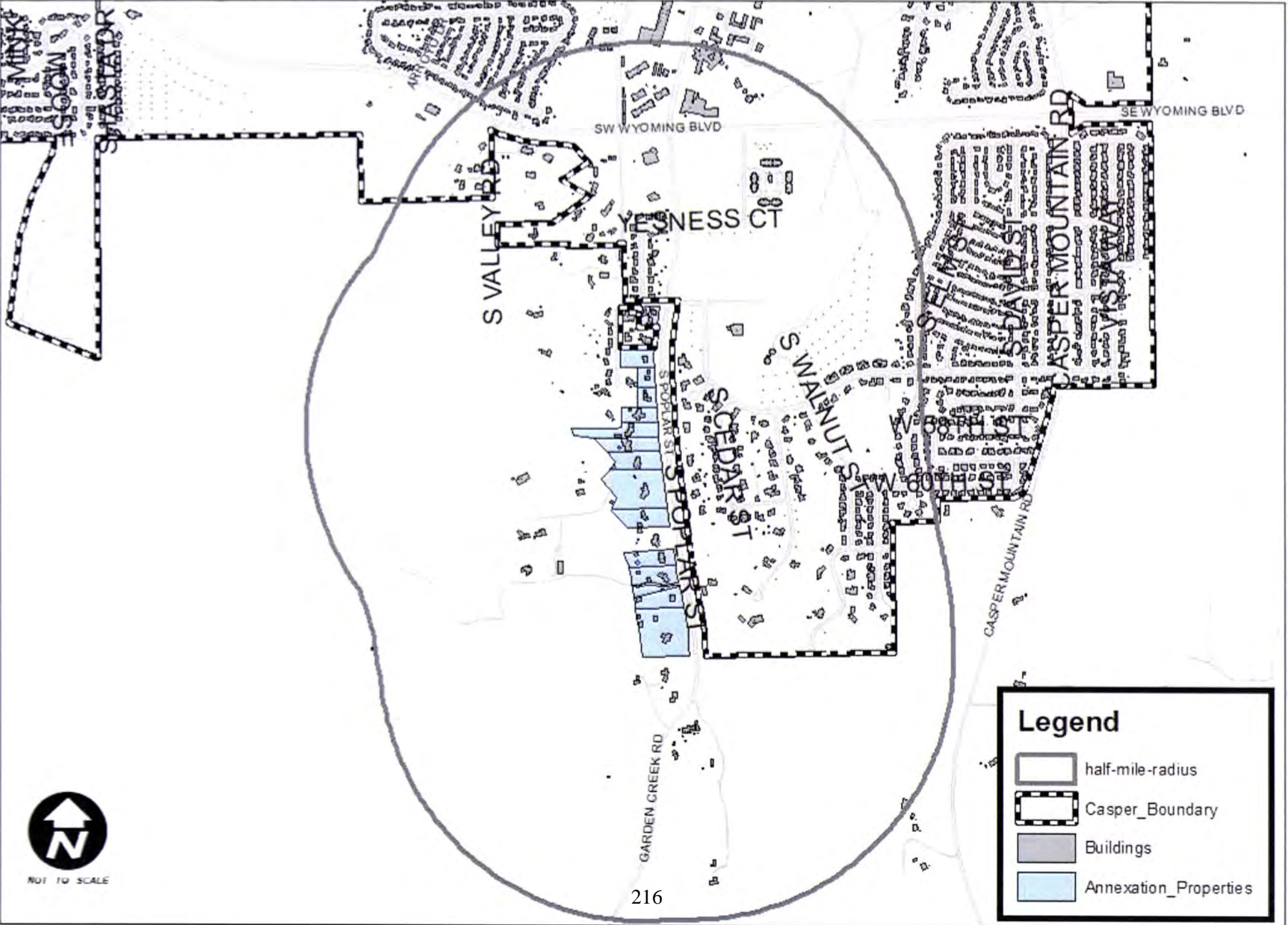


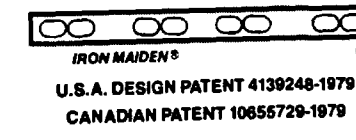
CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell

Charles Powell
Mayor

Proposed Annexation of Properties on S Poplar St.





RD 1977

IRON MAIDEN SYSTEMS HOUSTON, TEXAS, U.S.A.

Sheet 12 Folder 3

SOUTH GARDEN CREEK ACRES
A SUBDIVISION OF A PORTION OF
THE SW 1/4 SE 4 AND THE SE 1/4 SW 4 SEC. 29, T.33N, R.79W.
NATRONA COUNTY - WYOMING

CERTIFICATE OF DEDICATION
SOUTH GARDEN CREEK ACRES
NATRONA COUNTY - WYOMING

I, Harry Yesness, a single man do hereby certify:
That the foregoing subdivision of that portion of the SW 1/4 SE 4 and SE 1/4 SW 4, Sec. 29, T.33N, R.79W, of the 6th principal meridian, said portion being more particularly described as follows: Beginning at a point which is the intersection of the south boundary of Sec. 29, T.33N, R.79W. of the 6th P.M. and the west boundary of a 66-foot right of way of Lower Garden Creek Road run S. 89° 48' W. along the south boundary of the said Sec. 29, 450.6 feet to a point which is the southwest corner of the said SOUTH GARDEN CREEK ACRES and which bears N. 69° 48' E. 139.35 feet from the S 1/4 cor. of the said Sec. 29; thence N. 6° 08' W. 951.19 feet to a point; thence N. 24° 09' W. 234.07 feet to a point; thence N. 21° 51' E. 106.77 feet to a point; thence N. 69° 48' E. 424.85 feet to a point; thence S. 6° 23' E. 448.89 feet to a point; thence S. 11° 05' E. 580.53 feet to a point; thence S. 00° 52' E. 283.42 feet to the point of beginning. Containing 11.9 acres more or less, as appears on this plat, is with the free consent and in accordance with the desires of me, the undersigned owner and proprietor of said lands; that the name of the said subdivision shall be "SOUTH GARDEN CREEK ACRES, NATRONA COUNTY, WYOMING," and that the streets, alleys, and public ways shown on this plat are hereby dedicated to public use.

Harry Yesness
Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

On this 28 day of May, 1951, before me appeared Harry Yesness, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
Given under my hand and notarial seal the day and the year in this certificate first above written.

Notary Public

My commission expires on the 28 day of May 1953.

CERTIFICATE OF SURVEYOR

I, Albert Park, of Casper, Wyoming, hereby certify that during the month of May, 1951, the "SOUTH GARDEN CREEK ACRES, NATRONA COUNTY, WYOMING," in the SW 1/4 SE 4 and the SE 1/4 SW 4, Sec. 29, T.33N, R.79W, of the 6th P.M., Wyoming was surveyed by me and that the same is correctly shown on this plat which is drawn to a scale of one inch equals one hundred feet. Tract corners and other points are marked as shown on the plat. Each tract bears its respective number. Said plat is true and correct, and I accurately surveyed said subdivision and the tracts, blocks, streets, avenues, alleys, parks, commons, and other grounds are well and accurately staked off and marked. Widths of streets and alleys and dimensions of tracts are given in feet and decimals.

Albert Park
Professional Engineer & Land Surveyor License #1160

Subscribed in my presence and sworn to before me this 28th day of May, 1951.

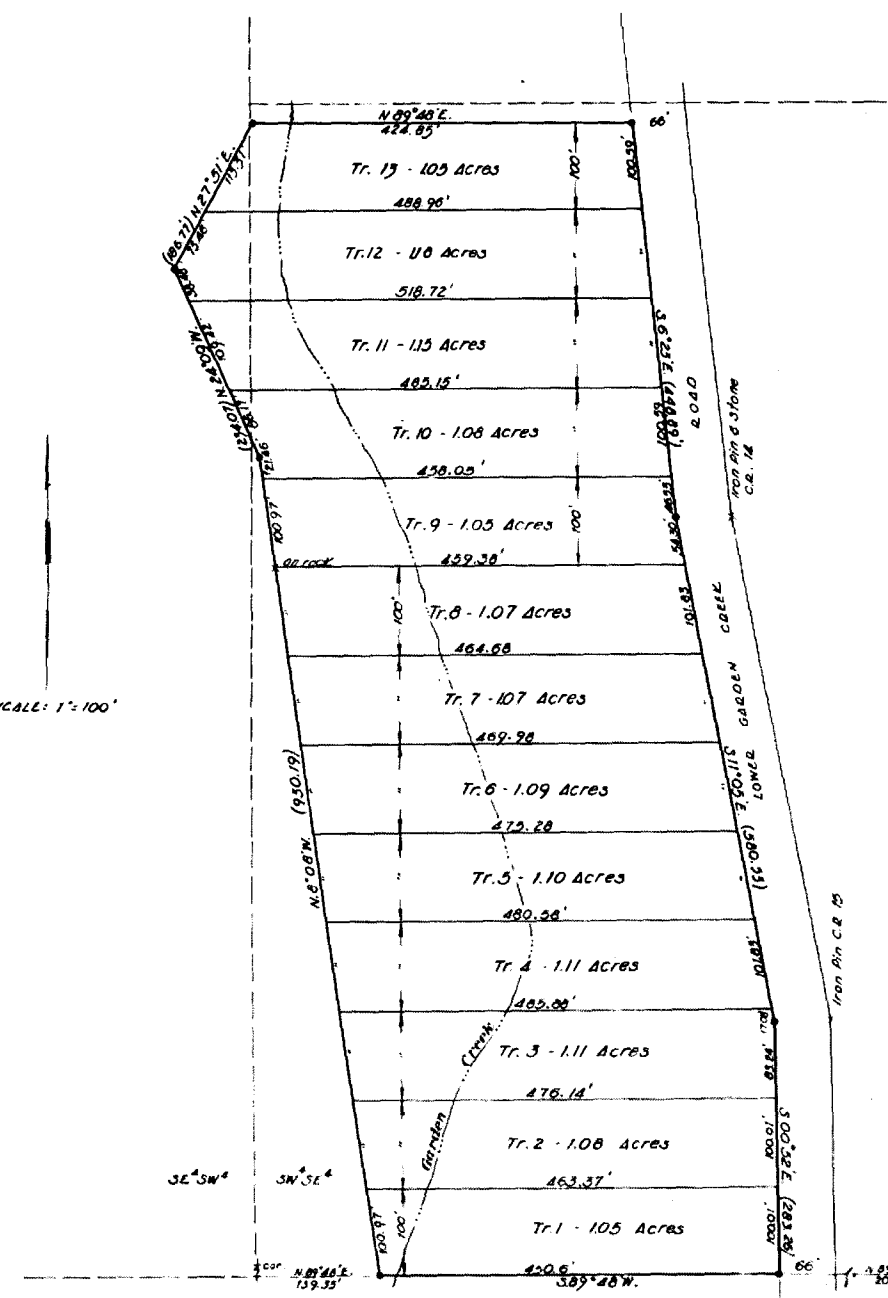
My commission expires on the 15 day of June, 1951.

Notary Public

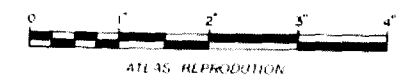
APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF NATRONA COUNTY, WYOMING

BY:
CHAIRMAN OF BOARD
COUNTY CLERK

ATTEST
DATED



LEGEND
1/2" iron pipe marked stone
all other corners - 3/8" iron pins



ATLAS REPRODUCTION



IRON MAIDEN®
U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729-1979

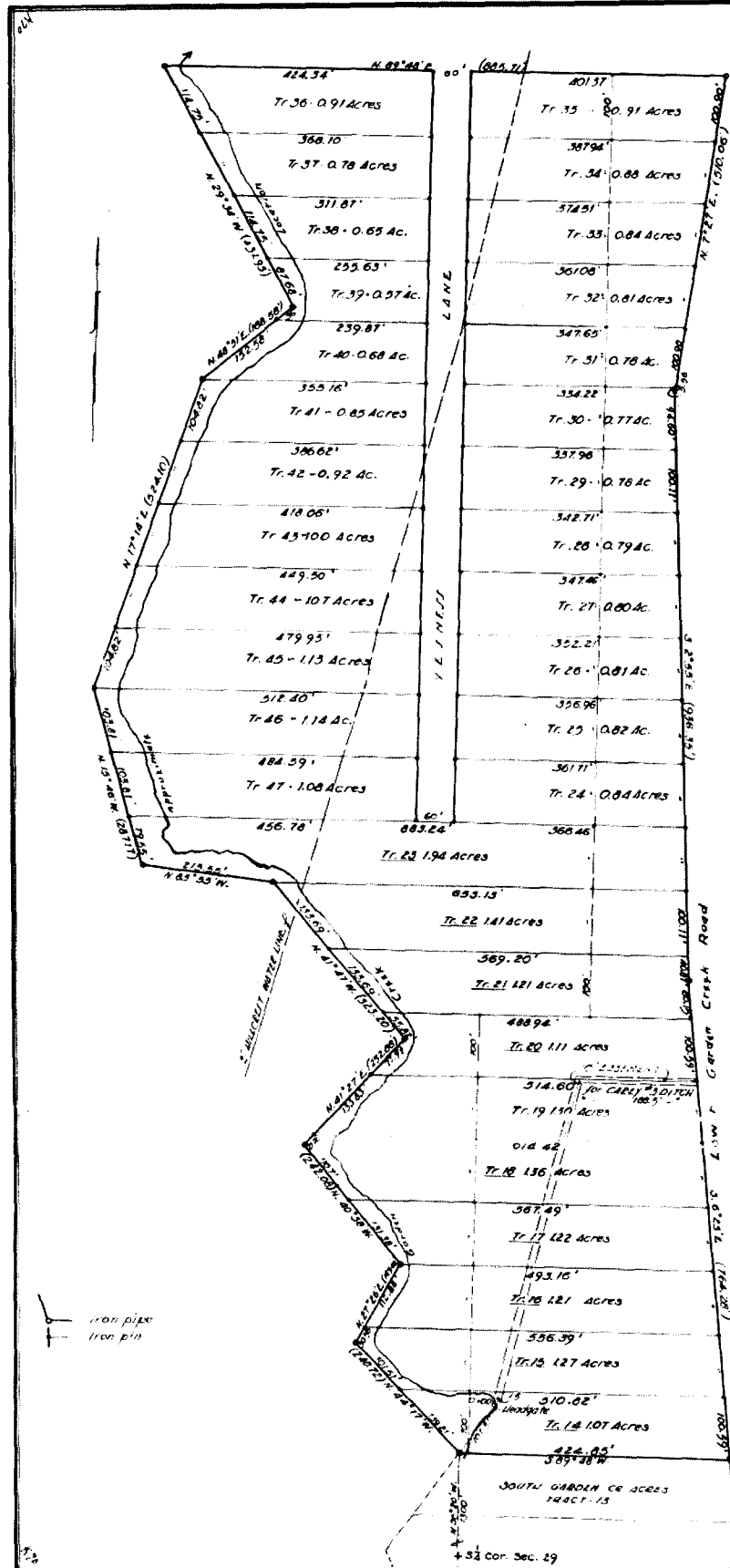
RD 1977

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1M36

Project File
Folder 3



SOUTH GARDEN CREEK ACRES NO. 2
A SUBDIVISION OF A PORTION OF
THE W²SE⁴ AND E²SW⁴ AND SE⁴NW⁴ AND SW⁴NE⁴
SEC. 29, T.33N., R.79W., 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

— CERTIFICATE OF DEDICATION —
SOUTH GARDEN CREEK ACRES NO. 2
NATRONA COUNTY, WYOMING
SCALE: 1" = 100'

I, Larry Yeasness, a single man, do hereby certify that the foregoing subdivision of that portion of the W²SE⁴ and E²SW⁴ and SE⁴NW⁴ and SW⁴NE⁴, Sec. 29, T.33N., R.79W., of the 6th principal meridian, said portion being more particularly described as follows: Beginning at a point which bears N. 00° 00' 00" 1300 feet from the S¹/₂ corner of section 29, T.33N., R.79W., 6th principal meridian and which is also the northwest corner of tract 13 South Garden Creek Acres; thence N. 44° 17' W. 240.72 feet to a point; thence N. 27° 26' E. 143.44 feet to a point; thence N. 40° 28' W. 242.08 feet to a point; thence N. 41° 27' E. 252.08 feet to a point; thence N. 41° 47' E. 323.20 feet to a point; thence N. 63° 35' W. 213.55 feet to a point; thence N. 15° 46' W. 287.77 feet to a point; thence N. 17° 14' E. 524.10 feet to a point; thence N. 48° 51' E. 188.58 feet to a point; thence N. 29° 34' W. 431.93 feet to a point; thence N. 89° 48' E. 885.71 feet to a point; thence S. 7° 27' W. 510.06 feet to a point; thence S. 2° 55' E. 936.53 feet to a point; thence S. 6° 25' E. 784.28 feet to a point; thence S. 89° 48' N. 424.85 feet to the point of beginning. Containing 28.39 acres more or less, as appears on this plat, is with the free consent and in accordance with the desires of me, the undersigned owner and proprietor of said lands, that the same of said subdivision shall be a subdivision thereof in NATRONA COUNTY, WYOMING, and that the streets, alleys, and public ways shown on this plat are hereby dedicated to public use.

Harry Yeasness
Notary Public

STATE OF WYOMING
COUNTY OF NATRONA } ss
On this 10th day of Sept., 1951, before me appeared Larry Yeasness, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
Given under my hand and notarial seal the day and the year in this certificate first above written.
My commission expires on the 30th day of Oct., 1952.

J. J. Lewis
Notary Public

CERTIFICATE OF SURVEYOR

I, Albert Park, of Casper, Wyoming, hereby certify that during the month of July, 1951, the SOUTH GARDEN CREEK ACRES NO. 2, NATRONA COUNTY, WYOMING, in the W²SE⁴ and E²SW⁴ and SE⁴NW⁴ and SW⁴NE⁴, Sec. 29, T.33N., R.79W., of the 6th principal meridian, Wyoming was surveyed by me and that the same is correctly shown on this plat which is drawn to a scale of one inch equals one hundred feet. Tract corners and other points are marked as shown on the plat. Each tract bears its respective number. Said plat is true and correct, and I accurately surveyed said subdivision and the tracts, blocks, streets, avenues, alleys, parks, commons, and other grounds are well and accurately staked off and marked. Widths of streets and alleys and dimensions of tracts are given in feet and decimals.

Albert Park
Surveyor

Subscribed in my presence and sworn to before me this 10th day of Sept., 1951.
My commission expires on the 24th day of Oct., 1952.

J. J. Lewis
Notary Public

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF NATRONA COUNTY, WYOMING

BY: Chairman of Board
ATTEST: County Clerk
DATED: _____



**2018 TAX LEVIES NATRONA COUNTY
TAXING DISTRICTS**

DISTRICT DIST #	CASPER							S D #1
	CASPER 150	EDGERTON 151	EVANSVILLE 152	MIDWEST 153	MILLS 154	BAR NUNN 155	MOUNTAIN 121	
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
School District #1								
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000
Recreation Levy-	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL SCHOOL DISTRICT	32.500	32.500	32.500	32.500	32.500	32.500	32.500	32.500
Community College								
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890
TOTAL COMMUNITY COLLEGE	7.390	7.390	7.390	7.390	7.390	7.390	7.390	7.390
Natrona County								
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
TOTAL NATRONA COUNTY	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000		
Sewer, Water & Fire Bonds								
Fire Protection							3.000	3.000
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	67.890	67.890

2018 SPECIAL DISTRICTS

TAX DISTRICT	MILL LEVY		
0121 CASPER MOUNTAIN FIRE	3.000	0149 BRANDT-GOTHBERG	VARIES
0156 DOWNTOWN DEV AUTHORITY	16.00	0160 BLOODY TURNIP	\$150/\$300
0122 PIONEER WATER & SEWER	8.000	0162 BROOKHURST	\$120.00
0128 WARDWELL WATER & SEWER	8.000	0163 EAST HENRIE ROADWAY	\$264.00
0134 MILLS/WARDWELL	8.000	0164 BIG RIVER ESTATES	\$250 PER OWNER
		0167 NORTH MOUNTAIN VIEW	\$295.00 PER LOT OR \$20.00 ADM
		0169 MILE HIGH	\$175.00 PER TAP
TAXING ENTITIES MILL LEVY		CATTLE TRAIL ACRES	
STATE SCHOOL FOUNDATION	12.00	WEEK CREEK	
SCHOOL DISTRICT #1	32.50	0148 CLEAR FORK	\$600
CASPER COLLEGE	7.390	0170 SCHLAGER I & S	
COUNTY WEED & PEST	1.000	0171 SIX MILE DRAW	
MUNICIPAL LEVIES	8.000	0172 HORSE RANCH ACRES I & S	
COUNTY FIRE PROTECTION	3.000	0173 CATTLE TRAIL ACRES I & S	
CASPER MOUNTAIN FIRE	3.000		
NATRONA COUNTY	12.00		

IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS
0123 PURSEL LANDS	\$100.00 PER LOT
0124 LAKEVIEW	\$530.00
0126 WESTLAND PARK	\$250.00
0127 RED BUTTE	\$225.00
0131 RENAUNA	VARIES
0132 SKYLINE RANCHES	VARIES
0136 VISTA WEST/WESTGATE PARK	\$986.00
0137 WEBB CREEK	\$700.00
0139 SANDY LAKE ESTATES	\$100.00
0140 SUNLIGHT	\$100.00
0141 INDIAN SPRINGS	VARIES
0142 THE ASPENS	\$250.00
0143 PARK EAST RANCHETTES	\$40.00
0144 POISON SPIDER	\$625.00
0146 SKYVIEW/COLMAN	\$200.00 PER LOT

UTILITIES

Rocky Mountain Power

Rocky Mountain Power
2840 East Yellowstone Hwy
Casper, WY 82609

Century Link

Century Link
103 North Durbin Street
Casper, WY 82601

Charter

Charter
451 South Durbin Street
Casper, WY 82601

Black Hills Energy

Black Hills Energy
1535 East Yellowstone
Casper, WY 82601

Mountain West Telephone

Mountain West Telephone
123 West 1st Street, Suite C-95
Casper, WY 82601

ORDINANCE NO. 34-19

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF THIRTEEN (13) PROPERTIES ALONG THE WEST SIDE OF SOUTH POPLAR STREET, SOUTH OF WEST 50TH STREET; AND THE ZONING OF SAID PROPERTIES AS AG (URBAN AGRICULTURE)

WHEREAS, the Casper City Council approved Resolution No. 19-162, initiating the annexation of thirteen (13) properties along the west side of South Poplar Street, south of West 50th Street, and more particularly described as follows:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

WHEREAS, the properties listed above all adjoin the existing Casper corporate limits along their east boundaries; and,

WHEREAS, pursuant to Section 17.12.180 of the Casper Municipal Code, the City Council may impose zoning on the property to be annexed; and,

WHEREAS, the Generation Casper Comprehensive Land Use Plan, adopted in 2017, supports the zoning of the property as AG (Urban Agriculture); and,

WHEREAS, an annexation report will be reviewed by the City Council concurrent with third reading, and final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, pursuant to Wyoming Statute § 15-1-410(a), any land use that was existing at any time within the year prior to the date of annexation and was lawful at the time the property was annexed shall be considered to be legal and conforming upon annexation into the City, and said land use may continue without restriction.

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

SECTION 1:

The annexation of the properties listed 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 AG (Urban Agriculture) zoning of said properties is hereby approved.

SECTION 3:

All land uses in existence within the year prior to the date of annexation, and that were lawful at the time the property was annexed are considered to be legal and conforming, and permitted to continue without restriction, provided that the use is not discontinued for any one (1) year period after the date of annexation, all in accordance with Wyoming Statute § 15-1-410(a).

SECTION 4:

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 5:

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 3rd day of December, 2019.

PASSED on 2nd reading the 17th day of December, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the _____ day of _____, 2020.

APPROVED AS TO FORM:

Walter Trout

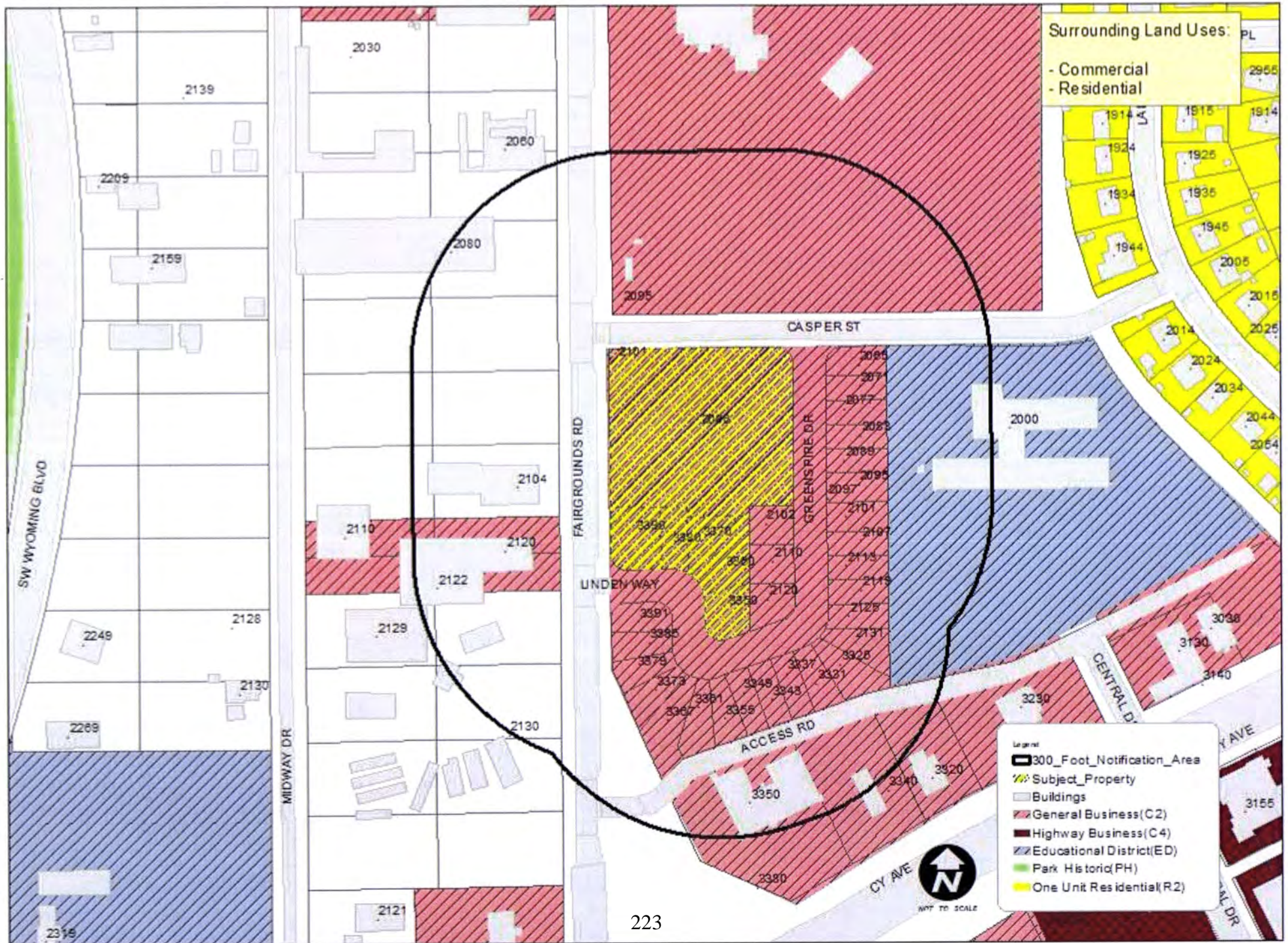
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

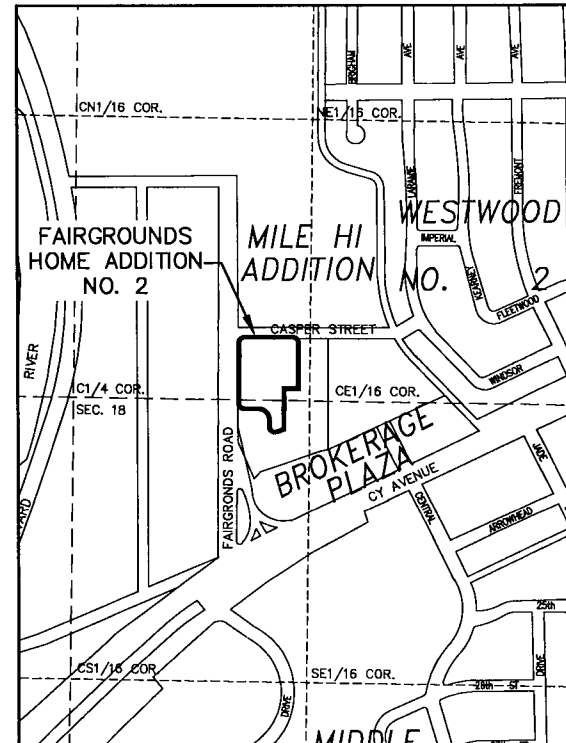
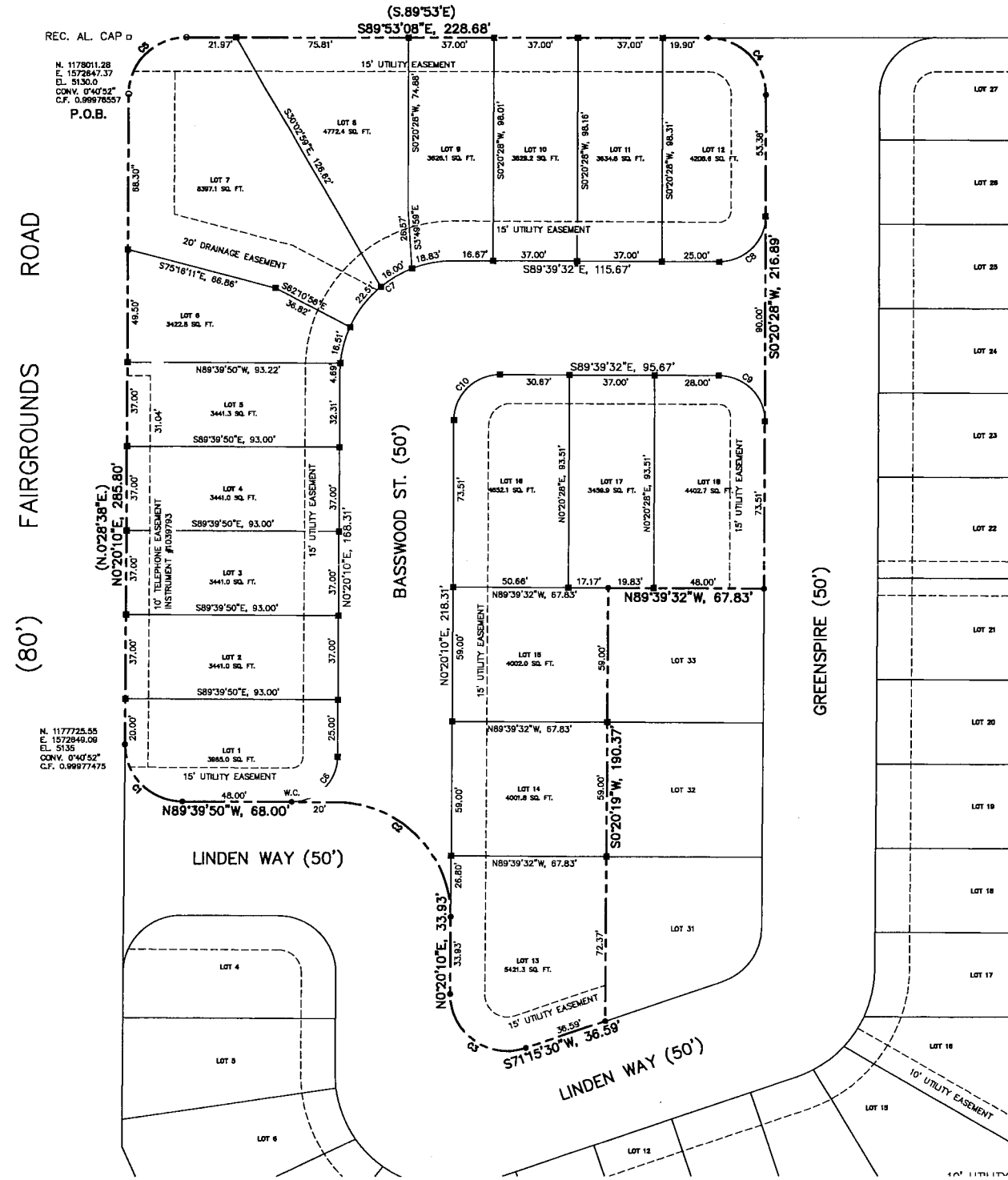
Steven K. Freel
Mayor

Proposed Fairgrounds Home Addition No. 2



LOT 1
BLOCK 1
MILE HI ADDITION

(50') CASPER STREET



VICINITY MAP

SCALE: 1"=400'

LEGEND

- RECOVERED BRASS CAP
- SET BRASS CAP
- SET 5/8" REBAR W/ALUMINUM CAP
- WITNESS CORNER
- BOUNDARY
- EASEMENT

N.64°32'30"E, 469.86' MEASURED BEARING & DISTANCE
N.64°32'30"E, 469.86' RECORD BEARING & DISTANCE

DATUM:
GROUND DISTANCE - U.S. FOOT
BASIS OF BEARING - GEODETIC BASED ON GPS
COORDINATES REFER TO CITY OF CASPER GIS DATUM,
WYOMING STATE PLANE COORDINATES, EAST CENTRAL
ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD88.

Curve #	Delta	Radius	Length	Chord
C1	90°00'00"	25.00'	38.27'	N44°39'50"W, 35.36'
C2	90°00'00"	50.00'	78.54'	N44°39'50"W, 70.71'
C3	109°14'42"	25.00'	47.67'	N54°17'10"W, 40.77'
C4	90°13'37"	25.00'	36.37'	S44°46'20"E, 35.43'
C5	89°46'41"	25.00'	38.17'	N45°13'31"E, 35.29'
C6	90°00'00"	20.00'	31.42'	N45°20'10"E, 28.28'
C7	90°00'18"	50.00'	78.54'	N45°20'19"E, 70.71'
C8	90°00'00"	20.00'	31.42'	N45°20'28"E, 28.28'
C9	90°00'00"	20.00'	31.42'	S44°39'32"E, 28.28'
C10	90°00'18"	20.00'	31.42'	N45°20'19"E, 28.28'

PLAT OF
"FAIRGROUNDS HOME ADDITION No. 2"
AN ADDITION TO THE CITY OF CASPER, WYOMING
A VACATION AND REPLAT OF LOTS 1-3 AND 28-30
OF THE FAIRGROUNDS HOME ADDITION
AN ADDITION TO THE CITY OF CASPER, WYOMING
A SUBDIVISION OF PORTIONS OF
THE S1/2NE1/4 & N1/2SE1/4, SECTION 18
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

SCALE: 1"=30'

CERTIFICATE OF DEDICATION

Fairgrounds Plaza, Inc., hereby certify that they are the owners and proprietors of the foregoing vacation and replat of a portion of the Fairgrounds Home Addition to the City of Casper, Wyoming, a subdivision of portions of the S1/2NE1/4 and N1/2SE1/4, Section 18, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and a point in the easterly line of Fairgrounds Road and a point of curvature; thence from said Point of Beginning and along the northerly line of said Parcel and the easterly line of said Fairgrounds Road along the arc of true curve to the right having a radius of 25.00 feet, and through a central angle of 89°46'41", northeasterly, 39.17 feet, and the chord of which bears N.45°13'31"E., 35.29 feet to a point in the southerly line of Casper Street and point of tangency; thence along the northerly line of said Parcel and the southerly line of said Casper Street, S.89°53'08"E., 228.68 feet to a point in the westerly line of Greenspire and a point of curvature; thence along the easterly line of said Parcel and the westerly line of said Greenspire along the arc of a true curve to the right having a radius of 25.00 feet, and through a central angle of 90°13'37", southeasterly, 39.37 feet, and the chord of which bears S.44°46'20"E., 35.43 feet to the northeasterly corner of said Parcel and a point of tangency; thence continuing along the easterly line of said Parcel and the westerly line of said Greenspire, S.0°20'28"W., 216.90 feet to a point; thence along the southerly line of said Parcel, N.89°39'32"W., 67.83 feet to a point; thence along the easterly line of said Parcel S.0°20'19"W., 190.37 feet to the southeasterly corner of said Parcel and a point in the northerly line of Linden Way; thence along the southerly line of said Parcel and the northerly line of said Linden Way, S.71°15'30"W., 36.59 feet to a point of curvature; thence continuing along the southerly line of said Parcel and the northerly line of said Linden Way along the arc of a true curve to the right having a radius of 25.00 feet, and through a central angle of 109°14'42", Northwesterly, 47.67 feet, and the chord of which bears N.54°17'10"W., 40.77 feet to a point of tangency; thence along the westerly line of said Parcel and the easterly line of Linden Way, N.0°20'10"E., 33.93 feet to a point of curvature; thence along the southerly line of said Parcel and the northerly line of said Linden Way along the arc of a true curve to the left having a radius of 50.00 feet, and through a central angle of 90°00'00", northwesterly, 78.54 feet, and the chord of which bears N.44°39'50"W., 70.71 feet to a point of tangency; thence along the southerly line of said Parcel and the northerly line of said Linden Way, N.89°39'50"W., 68.00 feet to a point of curvature; thence continuing along the southerly line of said Parcel and the northerly line of said Linden Way along the arc of a true curve to the right having a radius of 25.00 feet, and through a central angle of 90°00'00", northwesterly, 39.27 feet, and the chord of which bears N.44°39'50"W., 35.36 feet to the southwesterly corner of said Parcel and a point in the easterly line of said Fairgrounds Road; thence along the westerly line of said Parcel and the easterly line of said Fairgrounds Road, N.0°20'10"E., 285.80 feet to the Point of Beginning and containing 2.167 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as "FAIRGROUNDS HOME ADDITION No. 2" to the City of Casper, Wyoming. All streets as shown hereon are or have been previously dedicated to the use of the public and easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, ditches, drainage and access.

Fairgrounds Plaza, Inc.
39 E. 1st Street
Sheridan, Wyoming 82801

STEPHEN L. GRIMSHAW, PRESIDENT
FAIRGROUNDS PLAZA, INC.

ACKNOWLEDGMENT

State of Wyoming) ss
County of Natrona)

The foregoing instrument was acknowledged before me by Stephen L. Grimshaw, President of Fairgrounds Plaza, Inc., on this _____ day of _____, 2019.

Witness my hand and official seal.

My commission expires: _____ Notary Public

APPROVALS

APPROVED: City of Casper Planning and Zoning Commission this _____ day of _____, 2019 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary _____ Commission Chairman _____

APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. _____ duly passed, adopted and approved on the _____ day of _____, 2019.

Attest: _____ Mayor

INSPECTED AND APPROVED on the _____ day of _____, 2019. City Engineer

INSPECTED AND APPROVED on the _____ day of _____, 2019. City Surveyor

CERTIFICATE OF SURVEYOR

STATE OF WYOMING) ss
COUNTY OF NATRONA)

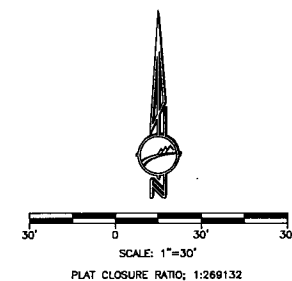
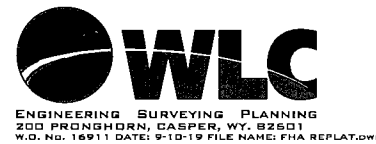
I, Steven J. Granger, of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the month of September, 2019 and that this map correctly represents said surveys. All perimeter corners are well and accurately monumented by brass caps as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 15092 L.S.



Subscribed in my presence and sworn to before me by Steven J. Granger this _____ day of _____, 2019.

My commission expires: _____ Notary Public



**FAIRGROUNDS HOME ADDITION NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 7th day of January, 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. Fairgrounds Plaza, Inc., 39 East 1st Street, Sheridan, Wyoming 82801 ("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 Lots 1-3 and 28-30 of the Fairgrounds Home Addition to create the Fairgrounds Home Addition No. 2.
- C. A plat of Fairgrounds Home Addition No. 2 ("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:

Fairgrounds Plaza, Inc.
 39 East 1st Street
 Sheridan, Wyoming 82801

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

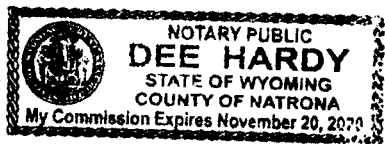
Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 3rd day of December, 2019, by Stephen Grimshaw as the owner / President of Fairgrounds Plaza, Inc..

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/20]

WITNESS:

OWNER
Fairgrounds Plaza, Inc.

By: Dee Hardy

By: [Signature]

Printed Name: Dee Hardy

Printed Name: STEPHEN GRIMSIAU

Title: Notary

Title: OWNER / PRESIDENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

ORDINANCE NO. 35-19

AN ORDINANCE APPROVING THE FAIRGROUNDS HOME ADDITION NO. 2 SUBDIVISION AGREEMENT AND THE VACATION OF A PORTION OF THE FAIRGROUNDS HOME ADDITION AND FINAL PLAT OF FAIRGROUNDS HOME ADDITION NO. 2, COMPRISING 2.17 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Fairgrounds Addition No. 2 (the "plat"); and,

WHEREAS, the plat consists of previously platted land that is being vacated within the Fairgrounds Home Addition to the City of Casper; and,

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

WHEREAS, the plat requires approval by ordinance following a public hearing because a public street right of way is being dedicated; and,

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

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

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Fairgrounds Home Addition No. 2 Subdivision Agreement.

SECTION 2:

That the vacation of a portion of the Fairgrounds Home Addition, and final plat of the Fairgrounds Home Addition No. 2 is hereby approved under terms and conditions of the Fairgrounds Home Addition No. 2 Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 3rd day of December, 2019.

PASSED on 2nd reading the 17th day of December, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of January, 2020.

APPROVED AS TO FORM:

Walter Trent

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 18, 2019

MEMO TO: J. Carter Napier, City Manager ⁵⁰²
FROM: John Henley, City Attorney ^{9.4}
Wallace Trembath, Deputy City Attorney ^{W.T.}
SUBJECT: InTTec, Inc., Telecommunications Franchise

Meeting Type & Date

Regular Council Meeting, January 7, 2020

Action type

Consideration of a telecommunications franchise for InTTec, Inc. ("InTTec").

Recommendation

That Council, after three readings, pass an ordinance to grant a telecommunications franchise to InTTec, a wholly-owned subsidiary of Visionary Communications, Inc.

Summary

The Wyoming Public Services Commission granted InTTec a certificate of public convenience and necessity to provide local exchange telecommunications service in the State of Wyoming. The City and InTTec are in discussions for a new telecommunications franchise ordinance. The final draft of the franchise ordinance, which is attached to this memorandum, is the product of mutual, good-faith negotiation. Here are some highlights of the franchise ordinance.

1. Franchise Grant: The purpose of the franchise ordinance is to allow InTTec to erect, construct, operate and maintain its telecommunications system in City rights-of-way in exchange for a franchise fee and other benefits provided to the City.

2. Franchise Fee: InTTec has agreed to a five percent franchise fee.

3. Franchise Term: The term of the franchise is for ten years. A long term franchise is important to the City. Over the course of years, federal law has become increasingly unfavorable to cities, limiting the fees, terms and conditions that may be negotiated in a franchise. The City wants the best contractual terms it can get, for as long as it can get them.

4. Insurance, Indemnification: InTTec is required to carry insurance and indemnify the City against its negligence arising out of operation of its telecommunications system.

5. Code Compliance: InTTec is required to comply with all applicable law and regulations.

Financial Considerations

See section 2 above.

Oversight/Project Responsibility

After passage of the ordinance, InTTec will work with the Public Services and Community Development departments for placement of its system in City rights-of-way.

Attachments

Draft Ordinance

ORDINANCE NO. 3-20

AN ORDINANCE GRANTING A FRANCHISE TO INTTEC, INC. (A WHOLLY OWNED SUBSIDIARY OF VISIONARY COMMUNICATIONS, INC.) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“THE SYSTEM”) IN THE CITY OF CASPER, WYOMING (“THE CITY”).

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company, provided no franchise may be entered into with any person in which that person is given an exclusive right for any purpose whatsoever; and,

WHEREAS, InTTec, Inc., a wholly-owned subsidiary of Visionary Communications, Inc., is a utility company that desires a franchise from the City; and,

WHEREAS, the City has determined that it is in the public interest to grant a franchise to InTTec, Inc. under the terms and conditions contained herein.

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

SECTION 1. Grant of Franchise.

A. Subject to the terms and conditions set forth in this Franchise, the City hereby grants to InTTec, Inc. a nonexclusive authorization to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, alleys and avenues of the City (“Public Ways”), for the purpose of providing telecommunication services (as defined in 47 U.S.C. § 153) and related services to the City’s inhabitants. This Franchise shall constitute both a right and an obligation to provide the System required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

B. Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the effective date of this Franchise.

C. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of Public Ways, should InTTec, Inc. provide services other than a telecommunication system (for example, a cable system for purposes of providing a cable service).

D. This Franchise is intended to convey limited rights and interests in Public Ways as set forth in Wyoming Statute § 15-1-103(a)(xxxiii) and its subsections. It is not a warranty of title or interest in any Public Way; it does not provide InTTec, Inc. with any interest in any particular location within the Public Way; and it does not confer rights other than as expressly provided in the grant hereof.

SECTION 2. Acceptance by InTTec, Inc. This ordinance shall be published once in a newspaper of general circulation within the City, pursuant to Wyoming Statute § 15-1-116, and shall become effective on the day following its publication. Within sixty (60) days after the passage of this Ordinance by the City, InTTec, Inc. shall file a signed copy thereof with the City Clerk, otherwise the Ordinance and the rights, privileges and authority granted herein shall be null and void.

SECTION 3. Term. The Term of this Franchise is ten (10) years commencing on the date of Acceptance by InTTec, Inc. as set forth in Section 2, above, and then from year-to-year until a party gives the other party at least ninety (90) days' notice in writing and in advance of expiration of the initial term or any subsequent term stating an intent to terminate the agreement at the end of such existing term.

SECTION 4. Franchise Fee.

A. Payments and Reports.

1. **Quarterly Payments.** From and after the date of InTTec, Inc.'s Acceptance of this Ordinance and until its expiration, InTTec, Inc. will pay the City five percent (5%) of InTTec, Inc.'s local exchange access service Gross Revenue (as defined in Appendix A hereto). InTTec, Inc.'s Franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after those dates.

2. **No Accord and Satisfaction.** No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of InTTec, Inc..

B. Franchise Termination. If this Franchise terminates for any reason, and InTTec, Inc. ceases operations in the City or is not in the negotiation with the City of a replacement Franchise, InTTec, Inc. shall file with the City within ninety (90) calendar days of the date of termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by InTTec, Inc. since the end of the previous fiscal year.

C. Late Payments. If any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, InTTec, Inc. shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date that payment was originally due until the date the City receives the payment.

D. Underpayments. If a net franchise underpayment is discovered as a result of an audit, InTTec, Inc. shall pay interest at the rate of eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date InTTec, Inc. remits the underpayment to the City.

SECTION 5. Records Inspection. No more frequently than once every two years, the City shall have the right to audit records to ensure compliance with this Franchise. The City shall give reasonable written notice of its intent to audit. It is InTTec, Inc.'s responsibility to collect and to make available to the City for copying, at InTTec, Inc.'s local office, all records upon which a franchise fee is required to be paid. If a City review of payments shows that InTTec, Inc. has underpaid the franchise fee by: (i) three percent (3%) or less for the year, the City shall bear the cost of the audit; (ii) more than three percent (3%) but less than or equal to five percent (5%) for the year, the City and InTTec, Inc. shall each bear an equal amount of the cost of the audit; or (iii) more than five percent (5%) for the year, InTTec, Inc. shall bear the cost of the audit.

SECTION 6. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with InTTec, Inc.'s Facilities or the rights granted to InTTec, Inc. herein.

SECTION 7. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City ordinance.

SECTION 8. Indemnification.

A. General Indemnification. InTTec, Inc. shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, or any other act done under this Franchise, by or for InTTec, Inc., its agents, or its employees, or by reason of any neglect or omission of InTTec, Inc.. InTTec, Inc. shall consult and cooperate with the City while conducting its defense of the City.

B. Indemnification for Relocation. InTTec, Inc. shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, InTTec, Inc.'s failure to remove, adjust or relocate any of its facilities in the Public Ways in a timely manner in accordance with Section 12 of this Franchise.

C. Hazardous Substances Indemnification. InTTec, Inc. shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances (as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) caused by the System.

SECTION 9. Insurance Requirements.

A. Prior to the commencement of any work, InTTec, Inc. shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, death or damages to property which may arise from or in connection with the performance of the work hereunder by InTTec, Inc., its subcontractors, agents, representatives, or employees.

B. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): On an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and 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.

2. Automobile Liability: Covering, Code 1 (any auto), or if InTTec, Inc. has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.

3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits. The Workers’ Compensation policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the InTTec, Inc.’s profession, with limit 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.

C. Higher Limits. If InTTec, Inc. maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by InTTec, Inc... 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 included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of InTTec, Inc. 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 InTTec, Inc.’s insurance.

2. *Primary Coverage*

For any claims related to this contract, the InTTec, Inc.'s insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Waiver of Subrogation*

InTTec, Inc. hereby grants to the City a waiver of any right to subrogation which Commercial General and Auto Liability of InTTec, Inc. may acquire against the City by virtue of the payment of any loss under such insurance, for losses caused by and to the extent of InTTec, Inc.'s negligence. InTTec, Inc. 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.

4. *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.

5. *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, InTTec, Inc.'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, InTTec, Inc. 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.

6. *Verification of Coverage*

InTTec, Inc. shall furnish the City with a Memorandum of Insurance coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive InTTec, Inc.'s obligation to provide them.

7. *Subcontractors*

InTTec, Inc. shall require and verify that all subcontractors maintain insurance appropriate for the work being performed and InTTec, Inc. shall ensure that the City is an additional insured on insurance required from subcontractors.

8. *Special Risks or Circumstances*

The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 10. Annexation.

A. Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All System Facilities owned, maintained, or operated by InTTec, Inc. located within any Public Ways of the annexed territory shall thereafter be subject to all of the terms hereof.

B. Notice of Annexation. When any territory is approved for annexation to the City, the City's Community Development Director or his/her designee shall within ten (10) business days provide by certified mail to InTTec, Inc.: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to the contact in Section 19, or such other updated address as InTTec, Inc. shall provide to the City in writing by certified mail, return receipt requested. Notwithstanding the foregoing, failure of the City to provide the notice described herein shall not constitute a material breach of this Franchise.

SECTION 11. Plan, Design, Construction and Installation of InTTec, Inc.'s Facilities.

A. All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law, codes and regulations.

B. InTTec, Inc. shall, prior to commencing construction work in Public Ways or other public places, apply for a permit from the City. InTTec, Inc. will abide by all applicable ordinances, rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. InTTec, Inc. shall obtain excavation permits for streets and alleys, regardless of surfacing types, and traffic control permits for all streets, and shall not unnecessarily obstruct the use of Public Ways. All mains, services, and pipes laid or installed under this Franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to approval of the City Manager or his/her designee. Notwithstanding the foregoing, InTTec, Inc. shall not be obligated to obtain a permit to perform emergency repairs.

C. To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time.

D. InTTec, Inc., in doing any work in connection with its Facilities, shall avoid, so far as practicable, interfering with the use of any Public Way or public place, and where the paving or surface of any street, alley or public place is disturbed, InTTec, Inc., at its own expense and in a

manner satisfactory to the City Manager or his/her designee, shall replace such paving or surface in accordance with the City of Casper's Standard Specifications for Street Construction in the Casper Municipal Code, and any other applicable rules, ordinances and regulations, as they may be amended from time to time.

E. Paved streets shall be bored or drilled when crossed under the ground by InTTec, Inc.'s Facilities so that the City's paved Public Ways will not be unnecessarily damaged. The City Manager or his/her designee, in his/her sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

F. If, during the course of work on its Facilities, InTTec, Inc. causes damage to or alters the Public Way or other public property, InTTec, Inc. shall replace and restore such Public Way or public property at InTTec, Inc.'s expense to a condition equal to or better than the condition that existed immediately prior to such damage or alteration.

G. InTTec, Inc. shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. All excavation shall be performed in a manner that creates the least inconvenience to the public, and in accordance with permits and manuals issued by the City. In doing any work in connection with said mains, pipes and services, InTTec, Inc. shall avoid, so far as practicable, interfering with the use of any street, alley or public place.

H. Strand Maps. Upon reasonable request, InTTec, Inc. agrees to provide strand maps or similar records kept in its usual course of business to an unaffiliated person engaged by City if such person signs a reasonable nondisclosure agreement.

I. Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect InTTec, Inc.'s Facilities, the City shall give written notice to InTTec, Inc., and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of InTTec, Inc.'s Facilities.

J. InTTec, Inc. shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

K. This Agreement does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The City shall control distribution of space in the Public Ways, but may not exercise that authority unreasonably. No location of any of the Facilities shall give rise to a vested interest in public property.

SECTION 12. Relocation of Facilities and Discontinuing Use/Abandonment.

A. Relocation for the City.

1. InTTec, Inc. shall protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any InTTec, Inc. Facilities, property or equipment located in a Public Way when required by the City consistent with its police powers or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Public Way vacation, Public Way construction, change or establishment of Public Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes, but excluding projects undertaken for beautification or aesthetics). Such work shall be performed at InTTec, Inc.'s expense. Except during an emergency, the City shall provide reasonable notice to InTTec, Inc. of its need to relocate that is commensurate with the complexity of the project, but in all events never less than sixty (60) days, and allow InTTec, Inc. an opportunity to perform such action. Following notice by the City, InTTec, Inc. shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Public Way, or on any other property of the City. If the City requires InTTec, Inc. to relocate its facilities located within the Public Way, the City shall provide InTTec, Inc. with an alternative location within the Public Way.

2. Excluding circumstances or events outside of its reasonable control, if InTTec, Inc. fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at InTTec, Inc.'s cost; and provided further that the City shall not be liable for any damage to any portion of the System except to the extent caused by the negligence of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, InTTec, Inc. shall pay the City.

B. Relocation for a Third Party. InTTec, Inc. shall, at the request of any person or entity holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any InTTec, Inc. Facilities, property or equipment located in the Public Ways, provided that the cost of such action is borne by the person requesting it and InTTec, Inc. is given advance written notice of not less than 60 days. In such situation, InTTec, Inc. may also require advance payment by the benefited person or entity.

C. Temporary Changes for Other Permittees. At the request of any person or entity holding a valid permit upon reasonable advance notice, InTTec, Inc. shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and InTTec, Inc. may require a reasonable deposit of the estimated payment in advance.

D. Alternatives to Relocation. InTTec, Inc. may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise InTTec, Inc. in writing if one or more of the alternatives are suitable. If requested by the City, InTTec, Inc. shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by InTTec, Inc. full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, InTTec, Inc. shall relocate the components of the System as otherwise provided herein.

E. Discontinuing Use/Abandonment of System Facilities. Whenever InTTec, Inc. intends to discontinue using any facility in the Public Ways, InTTec, Inc. shall submit for the City's approval a complete description of the facility and the date on which InTTec, Inc. intends to discontinue using the facility. InTTec, Inc. may remove the facility or request that the City permit it to remain in place and to convey same to City through a letter of abandonment or bill of sale. The City may require InTTec, Inc. to perform a combination of abandonment, modification or removal of the facility upon a reasonable schedule set by the City. Until such time as InTTec, Inc. abandons, removes or modifies the facilities, as directed by the City, InTTec, Inc. shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Way, in the same manner and degree as if the facility were in active use, and InTTec, Inc. shall retain all liability for such facility during such time. If InTTec, Inc. abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, access purposes.

SECTION 13. Vegetation Management. InTTec, Inc. shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards. This grant shall in no way impose a duty on InTTec, Inc.; instead, this grant gives permission to InTTec, Inc. should InTTec, Inc. elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

SECTION 14. Omitted.

SECTION 15. Franchise Noncompliance; Claims Under Agreement.

A. In the event that the City believes that InTTec, Inc. has not complied with the terms of the Franchise, the City's Public Services Director or his/her designee shall informally discuss the matter with InTTec, Inc. If these discussions do not lead to resolution of the problem, the City shall notify InTTec, Inc. in writing of the exact nature of the alleged noncompliance.

B. InTTec, Inc. shall have thirty (30) days from receipt of the written notice described in subsection 15. A. to either respond to the City, contesting the assertion of noncompliance and requesting a public hearing of same, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed. A public hearing shall be held within sixty (60) days of the request.

C. The City and InTTec, Inc. agree that, except to the extent inconsistent with applicable law, any and all claims asserted and arising under this Agreement, including from the determination of a public hearing held pursuant to subsection 15.B. above, shall be heard and determined either in a state or federal court located in the City.

SECTION 16. No Waiver of Rights. Neither the City nor InTTec, Inc. shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 17. Transfer of Franchise. InTTec, Inc.'s right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with InTTec, Inc., or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of InTTec, Inc. in the Franchise or Facilities in order to secure indebtedness.

SECTION 18. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon by the City and InTTec, Inc. and formally adopted by the City Council as an ordinance amendment.

SECTION 19. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) business days after such notice is deposited in the United States Mail, postage prepaid, certified, return-receipt requested, and addressed to the Parties as set forth below:

The City of Casper, Wyoming
Attn: City Attorney's Office
200 N. David Street
Casper, WY 82601

InTTec, Inc.:
Attn: Contracts Management
1001 S Douglas Hwy, #201
Gillette, WY 82716

SECTION 20. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 21. Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 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.

PASSED on 1st reading the ____ day of _____, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

PASSED, APPROVED AND ADOPTED on the 3rd and final reading the ____ day of _____, 2020.

APPROVED AS TO FORM

Walter Trout

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

ACCEPTED BY INTTEC, INC.:

BY: _____

NAME: Brian R Worthen

TITLE: President

DATE: _____

APPENDIX A

LISTING OF SERVICE CATEGORIES INCLUDED IN "GROSS REVENUE" FOR CALCULATION OF FRANCHISE FEES

Business Local Access—including Flat Rate, Multiparty, and Extended Area Service

Business Measured Usage Local Access Service

Flat Usage Local Access Trunks

Low Income Telephone Assistance Program Local Access

Measured Rate Local Access Trunk Usage

Message Rate Local Access Trunk Usage

Public Access Line (PAL) Service

Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service

Residential Measured Usage

THE FOLLOWING IS A NON-EXCLUSIVE LISTING OF CATEGORIES OF REVENUE NOT REPRESENTING THE RETAIL SALE OF LOCAL ACCESS SERVICES AND THEREFORE EXCLUDED FROM THE DEFINITION OF "GROSS REVENUES" AND, THEREFORE, ARE NOT INCLUDED IN THE CALCULATION OF ANY FEE DUE TO THE CITY:

Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks

Bad debt write-offs and customer credits

Revenue from directory advertising

Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program, including, but not limited to, support for the hearing impaired

Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments

Revenues from internet access

Revenues from digital or other electronic content, such as computer software, music and video downloads

Revenues from equipment sales, rentals, installation and maintenance

Revenues from any carrier purchased for resale

Revenues from private line services not for switched local access service

January 7, 2020

MEMO TO: J. Carter Napier, City Manager *77 for JCN*
FROM: Liz Becher, Community Development Director *lb*
SUBJECT: Repayment Agreement for transit buses between the City of Casper and the Casper Area Transportation Coalition (CATC) in an amount not to exceed \$119,345.60

Meeting Type & Date:

Regular Council Meeting, January 7, 2020

Action type:

Resolution

Recommendation:

That Council, by resolution, authorize a repayment agreement with CATC in an amount not to exceed \$119,345.60.

Summary:

CATC was awarded a grant from the Wyoming Department of Transportation (WYDOT) for the purchase of two (2) new, 16 passenger buses. Though CATC is the City's contractor for transit services, WYDOT cannot reimburse the City directly for the cost of the buses as their grant agreement is solely with CATC. At the same time, CATC does not have sufficient funds to purchase the vehicles and continue operating concurrently. Funding for the grant is on a reimbursement basis only.

Financial Considerations:

Funding for the City portion of these buses has been budgeted through FY20 Capital Reserve Funds. This repayment agreement provides instructions, in writing, designating the roles of funding this project. They are summarized as follows:

1. The City will conduct the procurement on behalf of CATC for transit buses
2. The vendor will deliver the buses
3. CATC will invoice the City for the amount of the winning bid once the buses have been delivered and accepted
4. The City will provide CATC with 100% of the total project cost
5. CATC will pay the vendor using funds received from the City (see #3)
6. CATC will request reimbursement from WYDOT for the Federal portion of the project (80% of the total cost)
7. WYDOT will reimburse CATC for the Federal portion of the project
8. CATC will repay the City the Federal portion of the project (80%)

Oversight/Project Responsibility:

Liz Becher, Community Development Director

Attachments:

Repayment Agreement between the City of Casper and the Casper Area Transportation Coalition
Resolution

FUNDING AGREEMENT FOR TRANSIT BUSES
BETWEEN THE CITY OF CASPER AND
CASPER AREA TRANSPORTATION COALITION, INC. (CATC)

PART I - AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of January, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as "City," and Casper Area Transportation Coalition, Inc., a Non-Profit Corporation, 1715 East 4th Street, Casper, Wyoming 82601, hereinafter referred to as "Contractor" or "CATC."

WITNESSETH:

WHEREAS, it is in the best interest of the City and members of its general public requiring transportation assistance to maintain demand response and fixed route transportation; and,

WHEREAS, CATC has received a grant award from the Wyoming Department of Transportation (WYDOT) for the purchase of two (2) replacement transit buses; and,

WHEREAS, CATC does not have sufficient funds to continue daily operations and pay for the buses outright while waiting for reimbursement from WYDOT; and,

WHEREAS, the City has budgeted funds for the purpose of acquiring transit vehicles, and CATC is the City's contracted transit services provider;

NOW, THEREFORE, in consideration of the conditions set forth herein, the parties agree as follows:

1. PROJECT ASSISTANCE BY THE CITY OF CASPER.

- A. The City will conduct the procurement for transit buses on behalf of CATC, including bid advertisement, bid opening, securing bid bonds, and related activities.
- B. Upon receipt and confirmation of the lowest responsive and responsible bidder, CATC will invoice the City for the total project cost up to two (2) vehicles.
- C. The City will deliver payment not to exceed the lowest responsive and responsible bid to CATC and in no case to exceed One Hundred Forty-Nine Thousand One Hundred Eighty-Two Dollars (\$149,182.00).

2. SECURITY AGREEMENT AND REPAYMENT BY CATC.

- A. In order to secure the performance of this Agreement, CATC hereby agrees to, upon purchase of the buses, to note and place a first lien on the motor vehicle titles for the buses showing the City of Casper, Wyoming as the first lienholder thereon. The lien shall

secure CATC's obligation to repay the City for the Federal portion of the project (80%).

- B. Upon CATC finalizing its purchase of the buses, CATC shall set a closing date with the Seller and will notify the City of the date and time of closing on the purchase of the buses.
- C. The City shall attend the closing for the purchase of the buses, and upon delivery and acceptance of the vehicles, including an inspection by the City's Fleet Maintenance Manager, will tender its advanced sum for the purchase thereof, the title for which shall be issued in the name of the "Casper Area Transportation Coalition - WYDOT Grant Restricted" with the lien of the City of Casper pursuant to this Agreement being noted thereon.
- D. The City shall take possession of the bus titles and other necessary title documents for the buses and cause the title to the buses to be recorded with the appropriate recording office for CATC. The original title shall be thereafter maintained in the records of the City of Casper, Wyoming, until repayment is made by CATC to the City in accordance with this Agreement.
- E. Once repayment is made by CATC to the City, the City shall cause its lien on the title to be released and CATC shall sign the original title thereof to be delivered to the City.

3. ADMINISTRATION.

The City, through the City Community Development Director, is responsible for administering this Agreement and providing grant administration services.

4. METHOD OF PAYMENT.

Appropriate payment will be made following the receipt of properly executed vouchers showing the amount due and including relevant invoices, receipts, and other supporting data from CATC. Bills will be made payable on the day after the next respective City Council meeting.

5. TERMS AND CONDITIONS.

This Agreement is subject to and incorporates provisions attached hereto as Part II hereof, General Terms and Conditions, and the Lobbying - Certification for Contracts, Loans, Grants and Cooperative Agreements.

6. FAILURE TO REPAY; REMEDIES

Should CATC fail to repay the City within One Hundred Eighty (180) days of vehicle delivery, the City, may, at its sole discretion, terminate CATC's contract for professional services, vehicle lease agreement, and building lease agreement dated June 18, 2019, effective immediately. Termination may be subject to Federal concurrence as designated in Part II Section 28 of the "Professional Services Contract for Transportation Service" dated June 18, 2019.

7. EXTENT OF AGREEMENT.

This Agreement represents the entire agreement by and between the parties and supersedes all previous negotiations, representations, and agreement whether written or oral. This contract may be amended only upon written instrument executed by both parties.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date and year first written above.

APPROVED AS TO FORM

Walter Brant

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: [Signature]

Printed Name: John E. Jones

Title: Executive Director

By: [Signature]

Printed Name: Louis (Lou) Gruncwald

Title: Pres.

LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS:

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, CATC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

WITNESS

By: _____

Printed Name: _____

Title: _____

Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: 

Printed Name: Louis (How) Grunewald

Title: Pres.

RESOLUTION NO. 20-3

A RESOLUTION AUTHORIZING A REPAYMENT AGREEMENT FOR TRANSIT BUSES BETWEEN THE CITY OF CASPER AND CASPER AREA TRANSPORTATION COALITION (CATC) IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETEEN THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS AND 60 CENTS (\$119,345.60).

WHEREAS, it is in the best interest of the City and members of its general public requiring transportation assistance to maintain demand response and fixed route transportation; and,

WHEREAS, the Casper Area Transportation Coalition, Inc. (CATC) has received a grant from the Wyoming Department of Transportation for the purchase of two (2) replacement transit buses in the amount of One Hundred Forty-Nine Thousand One Hundred Eighty-Two Dollars (\$149,182.00); and,

WHEREAS, the grant is financed on a reimbursement basis, and CATC does not have sufficient funds to continue daily operations and pay for the buses outright while waiting for reimbursement from WYDOT; Additionally, the 20% local match to purchase these buses will come from the City of Casper; and,

WHEREAS, the City has budgeted funds for the purpose of acquiring transit vehicles, and CATC is the City's contracted transit services provider;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and City Clerk to attest, a Repayment Agreement not to exceed One Hundred Nineteen Thousand Three Hundred Forty-Five Dollars and sixty Cents (\$119,345.60) between the Casper Area Transportation Coalition, Inc. and the City of Casper for the purchase of transit buses.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

December 19, 2019

MEMO TO: J. Carter Napier, City Manager *?? for JCN*
FROM: Liz Becher, Community Development Director *lb*
SUBJECT: Casper Area Long Range Transportation Plan Amendment No. 2

Meeting Type & Date:

Regular Council Meeting, January 7, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve Amendment No. 2 to the City of Casper's Contract for Professional Services with Nelson/Nygaard Consulting Associates, Inc., a firm based in Los Angeles, California, for the Casper Area Long Range Transportation Plan.

Summary:

On June 5, 2018, the City of Casper and Nelson/Nygaard entered into a Contract for Professional Services for the Casper Area Long Range Transportation Plan with a completion deadline of October 1, 2019. The contract was amended in September 2019 to extend the completion deadline to December 31, 2019. Per a federal requirement, the deadline has now been requested to extend until February 29th, 2020, to allow time for a 30-day public comment period as stated in the Public Participation Plan and to allow for acceptance by the MPO Technical and Policy Committees. All federal and state funding partners have approved this extension.

Financial Considerations:

Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies.

Oversight/Project Responsibility:

Liz Becher, Community Development Director has been tasked with overseeing this project.

Attachments:

Resolution, Amendment No. 2 to Contract for Professional Services

**AMENDMENT NO. 2 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 7th day of January, 2020, by and between the following parties:

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

2. Nelson/Nygaard Consulting Associates, Inc., (“Consultant”), 706 South Hill Street, Suite 1200, Los Angeles, California 90014.

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

RECITALS

A. On June 5, 2018, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the Casper Area Long Range Transportation Plan.

B. The deadline was extended to December 31, 2019 to allow greater time for review of final recommendations and provide the public ample time to review the final draft.

C. The deadline should be extended further to February 29, 2020, to allow time for a 30-day public comment period as stated in the Public Participation Plan and to allow for acceptance by the MPO Policy and Technical Committees.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART I, SECTION II, (TIME OF PERFORMANCE), PARAGRAPH B.

B. “The Project shall be completed on or before December 31, 2019.” is replaced with the following:

“The Project shall be completed on or before February 29, 2020.”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
Nelson/Nygaard

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

RESOLUTION NO.20-4

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND NELSON/NYGAARD CONSULTING ASSOCIATES, INC.

WHEREAS, on June 5, 2018, the City of Casper and Nelson/Nygaard Consulting Associates, Inc., entered into a Contract For Professional Services ("Contract") for Three Hundred Eighteen Thousand Two Hundred Forty-Nine Dollars (\$318,249) for a Casper Area Long Range Transportation plan ("LRTP"); and,

WHEREAS, the Contract was approved on June 5, 2018, with a completion deadline of October 1, 2019; and,

WHEREAS, the Contract was amended on September 17, 2019, changing the completion deadline to December 31, 2019; and,

WHEREAS the deadline should be further extended to February 29, 2020, to allow time for a 30-day public comment period as stated in the Public Participation Plan and to allow for acceptance by the MPO Policy and Technical Committees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 2 to the above referenced Contract.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 11, 2019

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

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

SUBJECT: Authorizing a Permit to Encroach on Public Right-of-Way with the Wyoming Department of Transportation for the Morad Park to Walmart Trail.

Meeting Type & Date

January 7, 2020

Regular Council Meeting

Action type

Resolution

Recommendation

That Council, by resolution, authorize a permit to encroach on public right-of-way for the Wyoming Department of Transportation (WYDOT), for installation of a pathway as part of the Morad Park to Walmart Trail, Project 18-050.

Summary

The Rotary Park Pathway – Phase II Project will install a pedestrian pathway from the Morad Park Bypass Trail to the west side Walmart. Part of the pathway route will be within WYDOT's right-of-way along CY Avenue. This project is being funded through the WYDOT Transportation Alternatives Program (TAP). The City of Casper will own and maintain the pathway once the construction is complete and accepted by City staff.

As the pathway will ultimately be owned and maintained by the City of Casper along CY Avenue, WYDOT requires a permit for this installation. The permit documents the conditions under which the facility may be installed and is required by WYDOT. No payment is required for the permit.

Financial Considerations

N/A

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Permit to Encroach on Public Right-of-Way

WYOMING DEPARTMENT OF TRANSPORTATION

PERMIT TO ENCROACH ON PUBLIC RIGHT-OF-WAY

PROJECT: CD 19201 **ROUTE:** WY 220 **COUNTY:** NATRONA
SECTION: 18 & 19 **TOWNSHIP:** 33N **RANGE:** 79W

This document constitutes a permit to encroach on public right-of-way administered by the Transportation Commission of Wyoming and the Wyoming Department of Transportation each of which, taken either separately or jointly, shall be hereinafter referred to as "State".

The permit is issued subject to existing rules and regulations of the State and further subject to the Specific Instructions, Restrictions, Terms and Conditions included herein.

Permit Issued to: City of Casper, 200 N. David Steet, Casper, WY 82601

Location description (including: distance to encroachment behind face of curb, encroachment distance onto right-of-way, height of encroachment above sidewalk or ground, etc):

Pathway begins at Lat:42.81982 Long:-106.37414 and ends at Lat:42.81875 Long.-106.37455. Pathway to cross HWY 220 at existing traffic light.

Distance from encroachment to edge of the nearest through traffic lane: Pathway to cross HWY 220.

Parking lane width (if no parking, please state): No Parking required.

Explanation of why this request needs to be granted: Pathway will connect exiting path in Morad Park to the Walmart shopping facility funded by a WYDOT Tap Grant.

Any violation of the rules and regulations or Specific Instructions, Restrictions, Terms and Conditions shall cause automatic revocation of this permit and any and all improvements made pursuant to this permit may be removed by the State at applicant, permittee or improvement owner's expense. The applicant, permittee or owner of the improvement understands that this permit **does not** confer a vested right in the lands of the public and where the State determines it necessary to improve its highway and right-of-way, any improvement constructed on the public land will be moved or reconstructed by the applicant, permittee or improvement owner, their successors or assignees at the applicant, permittee or improvement owners' expense. The issuance of this permit to encroach and/or perform work on the public right-of-way is considered to be issued to the owner of the improvement placed upon the right-of-way even though such application is made by owner's agent.

THE PERMITTEE SHALL COMPLY WITH THE FOLLOWING SPECIFIC INSTRUCTIONS, RESTRICTIONS, TERMS AND CONDITIONS:

1. The maintenance of right-of-way within the encroachment area shall be the responsibility of the permittee.
2. The permittee shall be responsible for any loss or damage caused by the permittee's encroachment on the right-of-way. The permittee will hold the State harmless from any law suits brought against the State or permittee arising out of the permittee's encroachment on the right-of-way.
3. The State reserves the right to construct, maintain, use, operate, relocate, reconstruct and renew such highway facilities as it may at any time, and may from time to time, desire within the limits of said right-of-way the right to use said right-of-way for any and all purposes.
4. The permittee shall at no time permit, construct, reconstruct or place any additional structures, facilities or other encroachments upon the permitted area of State right-of-way without WRITTEN consent of the State and the permittee shall at no time alter or reconstruct the present encroachment without prior written approval of the State.
5. The permittee by receiving this permit understands, acknowledges and agrees that upon thirty (30) days written notice, the State can cancel this permit where the right-of-way is necessary for construction, reconstruction or maintenance of the State Highway and the permittee will move his encroachment from the right-of-way within sixty (60) days with no cost or expense to the State and permittee agrees that if he fails to remove the encroachment within sixty days, the State becomes a sole and complete owner of the encroachment and may cause its removal or destruction with no compensation due the permittee.

6. The permittee understands and acknowledges that violation of any of the Specific Instructions, Restrictions, Terms and Conditions are cause for automatic revocation of the permit and permittee may be notified to remove the encroachment immediately. Failure to remove encroachment for a period of sixty (60) days after notice will be cause for State to remove encroachment without recourse by permittee.
7. The permittee is not authorized any other or additional uses of the public right-of-way beyond those specified herein.

Specific Instructions, Restrictions, Terms
and Conditions Hereby Accepted by:

PERMITTEE or OWNER

date signed: _____

WYOMING DEPARTMENT of TRANSPORTATION

By: _____

District Engineer

approved date: _____

FEDERAL HIGHWAY ADMINISTRATION

By: _____

Title: _____

approved date: _____

ACKNOWLEDGMENT(WYDOT)

THE STATE OF _____)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of, _____ 20____,

by _____ Witness my hand and official seal.

My commission expires _____

NOTARY PUBLIC

ACKNOWLEDGMENT(PERMITTEE)

THE STATE OF _____)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of, _____ 20____,

by _____ Witness my hand and official seal.

My commission expires _____

NOTARY PUBLIC

ACKNOWLEDGMENT(FHWA)

THE STATE OF _____)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of, _____ 20____,

by _____ Witness my hand and official seal.

My commission expires _____

NOTARY PUBLIC

RESOLUTION NO. 20-5

A RESOLUTION AUTHORIZING A PERMIT TO ENCROACH ON PUBLIC RIGHT-OF-WAY WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE MORAD PARK TO WALMART TRAIL.

WHEREAS, the City of Casper is going to construct a pathway that will extend from the Morad Park Bypass Trail southward to Walmart, located at 4255 CY Avenue, Casper, Wyoming 82604; and,

WHEREAS, part of the new pathway is going to be installed within Wyoming Department of Transportation Easements and Right-of-Ways; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute a permit to encroach on public right-of-way for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute an application for encroachment with the Wyoming Department of Transportation for the Morad Park to Walmart Trail.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager and Public Service Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on the behalf of the Casper City Council on all matters relating to the application for encroachment.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 6, 2019

MEMO TO: J. Carter Napier, City Manager *7.7. for JCN*

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

SUBJECT: Authorizing a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the Midwest Avenue Bike Lane and Pedestrian Development.

Meeting Type & Date
Regular Council Meeting
January 7, 2020

Action type
Resolution

Recommendation

That Council, by resolution, authorize a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the Midwest Avenue Bike Lane and Pedestrian Development, Project No. 19-022, in the amount of \$210,364.00.

Summary

On Tuesday, July 2, 2019, Council approved a resolution to support the City of Casper's application to the Wyoming Department of Transportation (WYDOT) for Transportation Alternatives Program (TAP) funds. On October 28, 2019, the Wyoming Transportation Commission fully approved the City of Casper's application for TAP funding.

The proposed project will include construction a new separated bike lane along the southern side of Midwest Avenue between South Oak Street and South Walnut Street. Additionally, new ten foot (10') wide concrete sidewalks and upgrades to the ADA facilities will be constructed along Midwest Avenue between South Elm Street and South Walnut Street.

WYDOT requires the City of Casper to enter into an agreement to accept TAP funding. The estimated cost for the project is \$262,955.00, with TAP funds of \$210,364.00 being matched with \$52,591.00 from the budgeted Capital Fund Reserves, One Cent #14 Optional Sales Tax Fund, and One Cent #15 Optional Sales Tax Fund.

Financial Considerations

N/A

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution
Two (2) Copies of the Agreement

**FY2020
 Transportation Alternatives Program
 SUBRECIPIENT AGREEMENT
 BETWEEN THE
 WYOMING DEPARTMENT OF TRANSPORTATION
 AND THE
 CITY OF CASPER**

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: City of Casper	Subrecipient DUNS: 152720140
Federal Award Identification Number (FAIN): TBD	Federal Award Date: TBD
Period of Performance Start and End Date: 36 months from the Federal Authorization Date	Federal Award this Agreement: \$210,364.00
Total Federal Award to Subrecipient: \$210,364.00	Total Federal Award: \$262,955.00
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: David Herdt Telephone: 307-777-4862 Email: david.herdt@wyo.gov WYDOT Contact for Confirmation of Funds:
Sponsor Contact: Terry Cottenoir Phone: 307-235-8341 Email: tcottenoir@casperwy.gov	Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Midwest Avenue Bike Lane and Pedestrian Development	Recipient County: Natrona
Agreement No.: CD 0.00 CD20202	Project No.: CD20202

- Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (Sponsor), whose address is: 200 North David Street, Casper, Wyoming 82601.
- Purpose.** This is a subaward of federal financial assistance from WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation



Alternatives Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date to December 31, 2022.

4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**

A. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the “Project Description” section of Attachment A, the project Sponsor’s TAP application, dated July 3, 2019, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.

(i) **Project Description.** Construct ten (10) foot wide concrete sidewalks and ADA upgrades along both sides of Midwest Avenue and a separated bike lane on the south side of Midwest Avenue at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.

(ii) **Responsibility of Sponsor.** Sponsor shall:

- (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
- (b) Select consultants based on qualifications, utilizing WYDOT’s help if needed;
- (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
- (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
- (e) Monitor project progress and submit reimbursement requests to WYDOT’s LGC Office at least once per quarter; and
- (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate

(iii) **Responsibility of WYDOT.** WYDOT will:

- (a) Assist with consultant selection process;
- (b) Review plans and specifications for compliance prior to advertisement;
- (c) Review bid tabulations prior to project being awarded;



- (d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be thirty-six (36) months from that date of Federal Award and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2022 (Period of Performance) as indicated in the Term of Agreement Section above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return to WYDOT any and all federal funds that have been paid to the project Sponsor.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.



D. Federal and State Required Contract Provision. The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
- (ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- (iv) Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- (v) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
- (vi) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- (vii) Required Federal Contract Provisions: Attachment C, FHWA Form1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (viii) Contractor and subcontractor Certification for Suspension and Debarment.
- (ix) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during



the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.

- (x) Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
 - (xi) Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- E. Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- F. Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- G. Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Sponsor and are not reimbursable under this award, unless the Sponsor has a WYDOT approved Indirect Cost rate.

Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— eighty percent (80%)— shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT LGC Office.

- H. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for



project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

- I. Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed two hundred ten thousand three hundred sixty-four dollars (\$210,364.00). In accordance with WYDOT's policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of two hundred sixty-two thousand nine hundred fifty-five dollars (\$262,955.00) (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.



This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- K. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.
- L. Public Interest Finding.** If the Sponsor elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT LGC Office.
- M. Records Retention.** The Sponsor shall keep records and audit reports on file for three years after the project is complete.



N. Restrictions, Prohibitions, Controls and Labor Provisions

- (i) **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, 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.
- (ii) **Disadvantaged Business Enterprise Requirements.**
 - (a) **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) **DBE Obligation.** The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- (iii) **Title VI Civil Rights Act of 1964.** The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.
- (iv) **Compliance with Elderly and Disabled Regulations.** The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

- O. Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and



businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

5. Special Provisions

- A. Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sponsor's failure to comply with state or federal requirements. WYDOT shall notify the Sponsor of any state or federal determination of noncompliance.
- B. Conflict of Interest.** Per 2 CFR 200.112, the Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. Environmental Policy Acts.** The Sponsor agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- E. Kickbacks.** The Sponsor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Sponsor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing, by any means, any person



employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- F. Limitations on Lobbying Activities.** By signing this Agreement, the Sponsor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The Sponsor and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Sponsor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.

- I. Nondiscrimination.** The Sponsor 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 Agreement.

Federal law requires the Sponsor to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor



and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

- L. Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The Sponsor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- N. Copyright License and Patent Rights.** The Sponsor acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Sponsor purchases ownership using funds awarded under this Agreement. The Sponsor must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. Federal Audit Requirements.** The Sponsor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Sponsor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Sponsor shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- P. Non-Supplanting Certification.** The Sponsor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sponsor should be able



to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- Q. Program Income.** The Sponsor shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty



shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Sponsor shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Certificate of Good Standing.** The Sponsor shall provide to WYDOT a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the Sponsor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The Sponsor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's Office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by WYDOT for its release. If and when Sponsor receives a request for information subject to this Agreement, Sponsor shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- J. Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of two (2) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- K. Ethics.** The Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Sponsor's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.



Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sponsor shall be free from control or direction over the details of the performance of services under this Agreement. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Agreement.
- P. Insurance Requirements.** Sponsor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.



- R. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Agreement. Upon termination of services, for any reason, the Sponsor agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the Sponsor agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The Sponsor agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.
- S. Patent or Copyright Protection.** The Sponsor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Sponsor or its subcontractors will violate any such restriction. The Sponsor shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns 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 Agreement 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.



- W. Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Sponsor fails to perform in accordance with the terms of this Agreement.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Agreement 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 Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Sponsor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

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7. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

City of Casper:

Fleur Tremel
City Clerk

Title

By: _____
Steven K. Freel, Mayor

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____
Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

Date

(SEAL)

Approved as to form:

By: *Alyia Goldman* # 197965
Alyia Goldman
Assistant Attorney General
State of Wyoming
11/22/19

Date agreement prepared: November 13, 2019



Brief Project Summary:

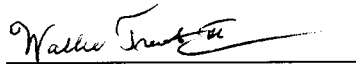
Outline the need for the project and the benefits of the project:

The proposed project is a small portion of the much larger Midwest Avenue Reconstructon project, which is being constructed in three phases. The larger project includes upgrading public infrastructure, resurfacing of Midwest Avenue, installation of streetscaping, installation of pedestrian and roadway lighting, and upgrading of pedestrian and bicycle facilities including ADA upgrades. Phase I, which is from South David Street to South Elm Street, is currently under construction. The proposed project will be a part of Phase II, and will improve walkability and bicycle access to the business districts in central Casper by constructing new 10-foot wide concrete sidewalks and ADA upgrades on both sides of Midwest Avenue, and constructing a new separated bike lane on the south side of Midwest Avenue. The project will create a safe, comfortable experience within the district and the downtown area and provide connectivity to the City's Rails to Trails system within downtown Casper. Additionally, it will provide a safe route for non-drivers to access the new State Office Building hosting the Department of Workforce Services, Department of Family Services, Department of Health, and several other social service agencies of the State of Wyoming.

APPROVAL AS TO FORM

I have reviewed the attached *Transportation Alternatives Program Agreement with WYDOT for the Midwest Avenue Bike Lane and Pedestrian Development*, and approve it as to form on behalf of the City of Casper, Wyoming.

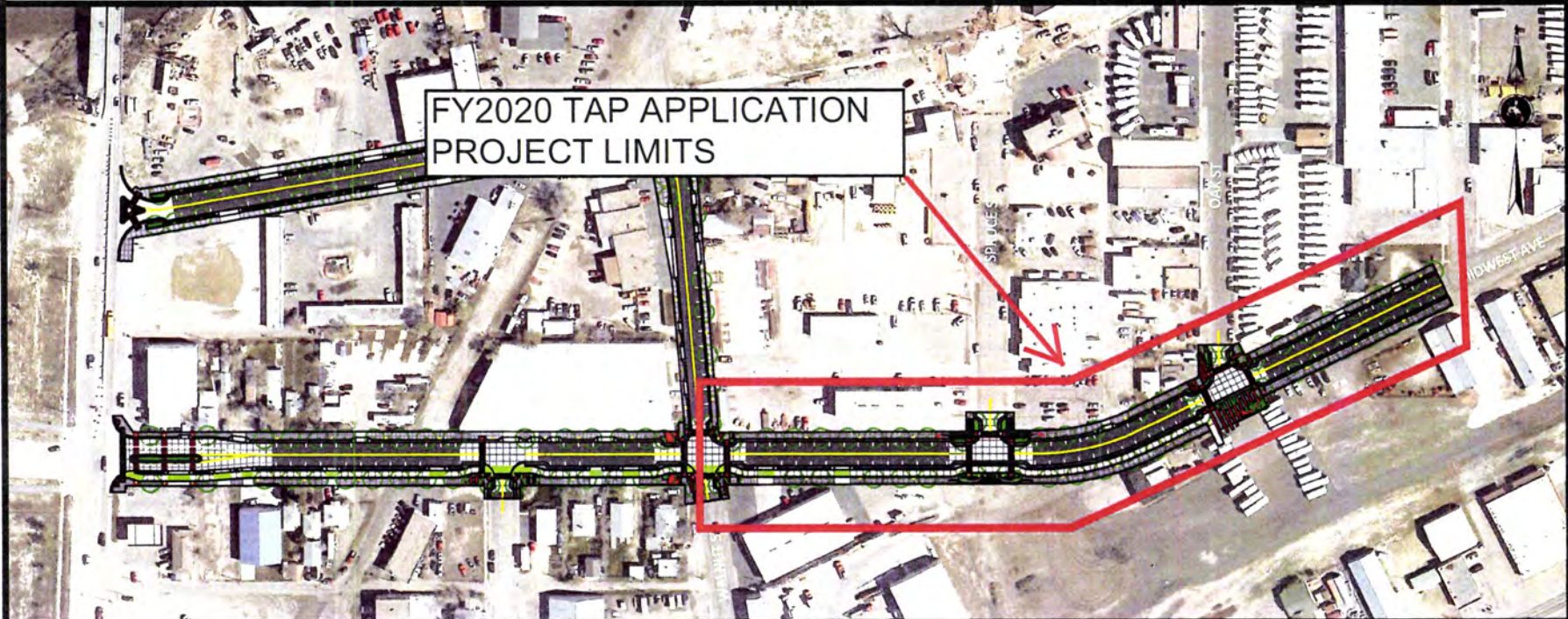
Dated: December 11, 2019.



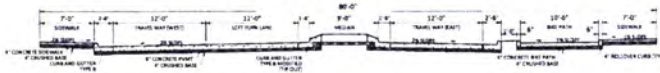
Wallace Trembath III
Deputy City Attorney

MIDWEST AVENUE RECONSTRUCTION

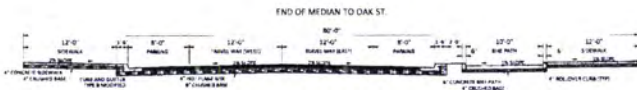
Attachment "B"



MIDWEST AVENUE TYPICAL SECTIONS
POPULAR ST. INTERSECTION (MEDIAN)



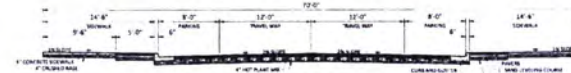
PROJECT TYPICAL SECTIONS



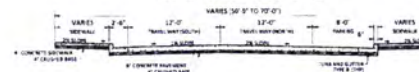
OAK ST. TO ELM ST.



WEST YELLOWSTONE HWY TYPICAL SECTION



WALNUT STREET TYPICAL SECTION





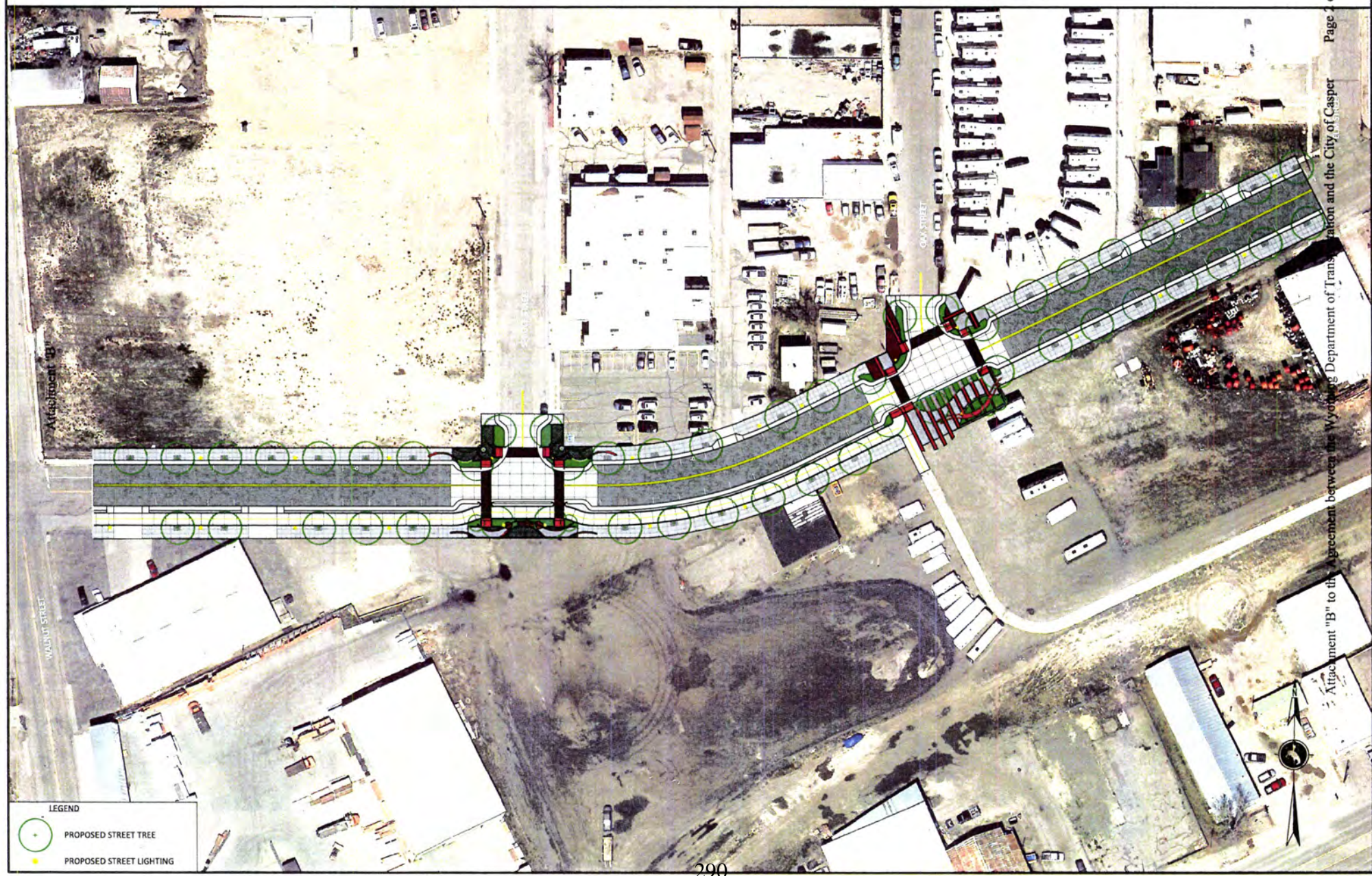
WWC ENGINEERING
5810 EAST 2nd STREET, Suite 200, CASPER, WY 82609
(307) 473-7707



BHA Design, Inc.
(970) 223-7577
Landscape Architecture
Urban Design - Graphic Design



MIDWEST AVENUE RECONSTRUCTION WALNUT STREET TO ELM STREET



**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

RESOLUTION NO. 20-6

A RESOLUTION AUTHORIZING A TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE MIDWEST AVENUE BIKE LANE AND PEDESTRIAN DEVELOPMENT.

WHEREAS, the City of Casper desires to enter into an agreement with the Wyoming Department of Transportation (WYDOT) accepting Federal Transportation Alternatives Program (TAP) funding in the amount of Two Hundred Ten Thousand Three Hundred Sixty- Four Dollars (\$210,364.00), for the Midwest Avenue Bike Lane and Pedestrian Development, Project No. 19-022; and,

WHEREAS, funding in the amount of Two Hundred Ten Thousand Three Hundred Sixty- Four Dollars (\$210,364.00) is available under the TAP program for the project; and,

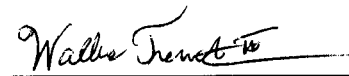
WHEREAS, WYDOT requires the City of Casper to execute the TAP agreement to accept this funding.

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 two (2) copies of the TAP Agreement with WYDOT.

BE IT FURTHER RESOLVED: That the City Manager and the Public Services Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to this agreement.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 10, 2019

MEMO TO: J. Carter Napier, City Manager *?? for SCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*
 Tim Cortez, Parks & Recreation Director
 Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Sheet Metal Specialties, Inc., in the Amount of \$88,000.00, for the Hogadon Lodge Cooling Coil Retrofit, Project No. 18-096.

Meeting Type & Date
 Regular Council Meeting
 January 07, 2020

Action type
 Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Sheet Metal Specialties, Inc., in the Amount of \$88,000.00, for the Hogadon Lodge Cooling Coil Retrofit, Project No. 18-096. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$9,000, for a total project amount of \$97,000.00.

Summary

On December 10, 2019, bids were received from three (3) contractors for construction of the Hogadon Lodge Cooling Coil Retrofit. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Sheet Metal Specialties, Inc.	Casper, Wyoming	\$88,000.00
Casper Tin Shop	Casper, Wyoming	\$88,601.00
Air Innovations	Casper, Wyoming	\$144,521.00

The project was designed by Engineering Design Associates. Their estimate for the project was \$97,000.

The Hogadon Lodge (Lodge) was built in 2017 and included amenities for a future air conditioning cooling coil to increase the cooling capacity of the Lodge's air handling system. With the anticipation of increased summer venues and events at the Lodge, the increased cooling will add to patron comfort during the warmer summer months when the lodge is in use.

Construction of the improvements is to be substantially complete by June of 2020.

Financial Considerations

Funding for the project will be from Perpetual Care Funds allocated to Hogadon Lodge.

Oversight/Project Responsibility

Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Agreement

Bid Form

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 Sheet Metal Specialties, Inc., 1220 East Yellowstone Highway, Casper, WY 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to retrofit a cooling coil and the air conditioning system at the Hogadon Ski Basin Lodge

WHEREAS, the Contractor is able and willing to provide those services specified as the

Hogadon Lodge Cooling Coil Retrofit, Project No. 18-096.

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Hogadon Lodge Cooling Coil Retrofit, Project No. 18-096, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the 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 Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 1, 2020, and ready for final payment in accordance with Article 14 of the General Conditions by June 8, 2020. Substantial Completion will be accepted once all work is completed, tested, approved and commissioned.
- 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 One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) 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 Eighty-Eight Thousand and 00/100 Dollars (\$88,000.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid.

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 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, 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 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and 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 (BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule.
- 8.4 Addenda No.: None
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections. Special Provisions consisting of sixteen (16) Sections and two (2) Drawing "Sheets".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

Hogadon Lodge Cooling Coil Retrofit, Project No. 18-096
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 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 8. 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 7th day of January, 2020.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

APPROVED AS TO FORM:
(Hogadon Lodge Cooling Coil Retrofit, Project No. 18-096)

Wallie Tremel

ATTEST:

CONTRACTOR:

Sheet Metal Specialties, Inc.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur D. Tremel
Title: City Clerk

Steven K. Freel
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 Hogadon Lodge Cooling Coil Retrofit
 Project No. 18-096

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **June 1, 2020** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **June 8, 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. N/A 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: \$ 88,000⁰⁰

TOTAL BASE BID, IN WORDS: Eighty Eight Thousand
DOLLARS.

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

Address of Bidder: Sheet Metal Specialties
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 12/10, 2019.

BF-2

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.
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature]
Erick Berdahl Vice President
(Title)

(Seal)

Attest: [Signature]

Business Address: 1220 E. Yellowstone Hwy.
Casper, WY 82601

Phone Number: 307-472-4305

A JOINT VENTURE

By: _____ (Name) (seal)

(Address)

By: _____ (Name) (seal)

(Address)

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

BID SCHEDULE
Hogadon Lodge Cooling Coil Retrofit
Project No. 18-096

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	Hogadon Lodge Cooling Coil Retrofit	LS	1	\$88,000. ⁰⁰	\$88,000. ⁰⁰

TOTAL Base Bid <i>Eighty Eight Thousand</i>	<i>\$88,000.⁰⁰</i>
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RESOLUTION NO.20-7

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHEET METAL SPECIALTIES, INC., FOR HOGADON LODGE COOLING COIL RETROFIT, PROJECT NO. 18-096.

WHEREAS, the City of Casper desires to install an air conditioning cooling coil at Hogadon Lodge; and,

WHEREAS, Sheet Metal Specialties, Inc., is able and willing to provide those services specified as the Hogadon Lodge Cooling Coil Retrofit, Project No. 18-096; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Sheet Metal Specialties, Inc., for those services, in the amount of Eighty-Eight Thousand and 00/100 Dollars (\$88,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eighty-Eight Thousand and 00/100 Dollars (\$88,000.00), and Nine Thousand and 00/100 Dollars (\$9,000.00) for a construction contingency account, for a total price of Ninety-Seven Thousand and 00/100 Dollars (\$97,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:
(Hogadon Lodge Cooling Coil Retrofit, Project No. 18-096)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 16, 2019

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing a Pro Forma Invoice with Rocky Mountain Power for the Midwest Avenue Reconstruction Project – Elm Street to Walnut Street, Project No. 18-066

Meeting Type & Date:

Regular Council Meeting

1/7/20

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a pro forma invoice with Rocky Mountain Power (RMP) to convert the overhead power to underground along Midwest Avenue between Elm Street and Walnut Street as part of the Midwest Avenue Reconstruction Project – Elm Street to Walnut Street, Project No. 18-066, in the amount of \$370,472.00.

Summary:

The City of Casper is preparing to bid and award a construction contract for the Midwest Avenue Reconstruction Project – Elm Street to Walnut Street. The project is intended to enhance the appearance of downtown, make it more pedestrian and bicycle friendly, improve traffic flow, and spur redevelopment along this corridor. The project includes colored concrete, decorative lighting, brick pavers, landscaping, and irrigation.

A component of the project is the conversion of existing overhead power to underground. Construction documents include the installation of the necessary conduit and concrete pad-vaults necessary for this conversion. Upon installation of this equipment, RMP will install their distribution gear and conductors and begin the conversion process. The cost for RMP to install this equipment is \$370,472.00.

Financial Considerations

Funding for the project will be from Capital Reserve funds allocated to the project.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer

Attachments

Resolution, Pro Forma Invoice



Casper Operations
 2840 E Yellowstone Hwy
 Casper, Wyoming 82609-1854

PRO FORMA INVOICE =

Customer

Name CITY OF CASPER
Attention: Andrew Beamer
 Address 200 N. David St.
 City Casper State WY ZIP 82601

Email _____

Date 12/5/2019
 Request # 6579227
 WO # 6579227
 Acct # 54730761.145
 Site ID # 376064449.001
 Employee: P08997

Qty	Description	Unit Price	TOTAL
1.0	Convert Overhead Power to Underground Power from South Ash St. through South Spruce St. along Midwest Ave. including alley ways. Remove all 4KV services and Convert to 12.5KV service.	\$370,472.00	\$370,472.00
TOTAL			\$370,472.00

Office Use Only

**Invoice costs are valid for only 90 days from invoice date!
 Please remit payment to address at top of invoice.**



12/17/2019

WO: 6579227

CITY OF CASPER
 ASH ST THRU SPRUCE ST.
 200 N. DAVID ST. CASPER WY 82601

Job costs

FERC	<u>Account</u> <u>Major item and associated hardware</u>	<u>Material</u> <u>Labor &</u> <u>Vehicle</u>
108.36	labor	\$61,394
364	Poles and OH fixtures	\$11,582
365	Overhead conductor & Equipment	\$18,128
366	Underground conduit	\$25,179
367	Underground cable and Equipment	\$191,732
368	Transformers	\$60,099
369.2	Underground Services	\$13,657
593.2	Maintainance-Overhead	\$59
594.2	Maintainance-Underground	\$619

Total **\$382,449**

Less allowance and credit(s)

Betterment, Meters, & Other \$11,977

Total: Cost to customer

Customer Advance **\$370,472**

RESOLUTION NO. 20-8

A RESOLUTION AUTHORIZING A PRO FORMA INVOICE WITH ROCKY MOUNTAIN POWER FOR CONVERSION OF OVERHEAD POWER TO UNDERGROUND AS PART OF THE MIDWEST AVENUE RECONSTRUCTION PROJECT – ELM STREET TO WALNUT STREET.

WHEREAS, the City of Casper desires to convert the overhead power to underground along Midwest Avenue between Elm Street and Walnut Street as part of the Midwest Avenue Reconstruction Project – Elm Street to Walnut Street; and,

WHEREAS, Rocky Mountain Power is ready and willing to provide those services and has invoiced the City of Casper to install their electrical facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor hereby authorizes a pro forma invoice with Rocky Mountain Power for the installation of electrical facilities along Midwest Avenue between Elm Street and Walnut Street in the amount Three Hundred Seventy Thousand Four Hundred Seventy-Two and 00/100 Dollars (\$370,472.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 9, 2019

TO: J. Carter Napier, City Manager 7.7 for JCN

FROM: Andrew Beamer, Public Services Director }
Cynthia Langston, Solid Waste Division Manager
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Authorizing Amendment #1 to the Operator-Led Cleanup Landfill Remediation Agreement with the Wyoming Department of Environmental Quality (WDEQ) for the Closed Casper Balefill Remedial Program to Increase the total Agreement Reimbursement Amount by \$500,000 to \$4,500,000.

Meeting Type & Date

Regular Council Meeting
January 7, 2020

Action Type
Resolution

Recommendation:

That Council, by resolution, authorize Amendment #1 to the Operator-Led Cleanup Landfill Remediation Agreement with the WDEQ for the Closed Casper Balefill Remedial Program for an increase of the total agreement reimbursement amount by \$500,000 for a total of \$4,500,000, Project 19-060.

Summary

In 2014, Wyoming legislators passed Wyoming Statute §§ 35-11-533 through 537, the Municipal Solid Waste Landfill Remediation Program (Program). The primary purpose of the program is to provide funding to government owned landfills that are required to remediate contaminated groundwater from leaking landfills. The program provides state funding of up to seventy-five percent (75%) for eligible landfill remediation activities for a period of ten (10) years from the date of substantial completion of construction for each of the WDEQ selected remedies. Eligible costs include investigations, design, construction, construction oversight, and ongoing operation and maintenance.

The program also provides credit to the City of Casper (City) up to seventy-five percent (75%) for eligible remediation costs incurred between July 2006 and the date of the last signature affixed to the landfill remediation agreement. City staff has estimated future remediation costs to be \$9,200,000, and WDEQ staff has approved \$3,490,099.78 as eligible credit; thus, the City is eligible for 100% reimbursement. WDEQ approved \$4,000,000 in the total reimbursement dollar amount in the 2015 agreement. WDEQ staff recently prepared an amendment to increase the total reimbursement dollar amount to \$4,500,000.

A resolution is prepared for Council's consideration.

Financial Considerations

Project funding is from Balefill Budgeted Reserves.

Oversight/Project Responsibility

Alex Sveda, Associate Engineer Solid Waste LRP Responsibility

Cynthia Langston, Solid Waste Manager LRP Oversight

Attachments

Resolution

Amendment #1, two (2) originals for signatures

**AMENDMENT ONE TO THE AGREEMENT BETWEEN
STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
CITY OF CASPER
FOR THE
CLOSED CASPER BALEFILL REMEDIATION PROJECT**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Environmental Quality (WDEQ), whose address is 200 West 17th Street, Cheyenne, WY 82002 and the City of Casper, whose address is 200 North David Street, Casper, Wyoming 82601.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WDEQ and the City of Casper. The purpose of this Amendment is to increase the total Agreement reimbursement dollar amount by five hundred thousand dollars (\$500,000.00) to four million, five hundred thousand dollars (\$4,500,000.00).

The original Agreement, dated October 20, 2015, set forth the terms and conditions by which the City of Casper will participate in the Municipal Solid Waste Landfill Remediation Program and WDEQ will provide reimbursement to the City of Casper for eligible activities associated with the Closed Casper Balefill Remediation Project, for a total Agreement reimbursement amount of four million dollars (\$4,000,000.00), with an expiration date of ten (10) years from the date of substantial completion of the final selected remedy implemented under the Project.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**

- A. The second sentence of Section 4.A of the original Agreement is hereby amended to read as follows:

“The total reimbursement under this Agreement shall not exceed four million, five hundred thousand dollars (\$4,500,000.00), unless amended in writing.”

5. **Amended Responsibilities of the City of Casper.**

Responsibilities of the City of Casper have not changed.

6. **Amended Responsibilities of WDEQ.**

Responsibilities of WDEQ have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between WDEQ and the City of Casper, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment 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 Amendment. Delivery by the City of Casper of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WDEQ.

8. **General Provisions.**

- A. **Entirety of Agreement.** The documents listed below represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral:
- i) Original Agreement, consisting of twelve (12) pages;
 - ii) Attachment A, Landfill Remediation Process, consisting of two (2) pages;
 - iii) Attachment B, Process for Developing Scopes of Work and Awarding Contracts to Consultants/Contractors, consisting of two (2) pages;
 - iv) Attachment C, Items Eligible for Reimbursement, consisting of three (3) pages;
 - v) Attachment D, Substantial Completion Form, consisting of two (2) pages;
 - and
 - vi) This Amendment One, consisting of three (3) pages.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, SOLID AND HAZARDOUS WASTE DIVISION:



Luke Esch, SHWD Administrator

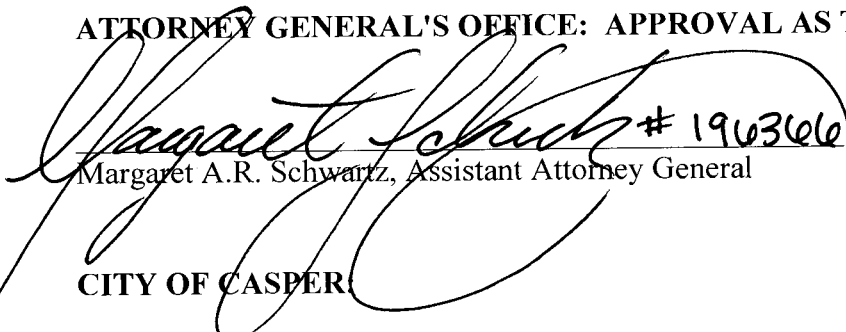
9-12-19
Date

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

John J. Franken, Management Services Administrator

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 1963666

Margaret A.R. Schwartz, Assistant Attorney General

9/12/19
Date

CITY OF CASPER:

Steven K. Freel, Mayor

Date

CITY OF CASPER ATTORNEY'S OFFICE: APPROVAL AS TO FORM



John Henley, City Attorney

12-12-19
Date

RESOLUTION NO. 20-9

A RESOLUTION AUTHORIZING AMENDMENT NO. 1
THE OPERATOR-LED CLEANUP LANDFILL REMEDIATION AGREEMENT WITH
THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY (WDEQ) FOR THE
CLOSED CASPER BALEFILL REMEDIATION PROJECT.

WHEREAS, the City of Casper desires to amend the Operator-Led Cleanup Landfill Remediation Agreement with WDEQ for the Closed Casper Balefill Remediation Project to increase the total Agreement reimbursement dollar amount by Five Hundred Thousand Dollars (\$500,000.00) for a total of Four Million, Five Hundred Thousand Dollars (\$4,500,000.00), Project No. 19-060; and,

WHEREAS, WDEQ is ready and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Amendment No. 1 to the agreement between WDEQ and the City for operator-led cleanup landfill remediation for an additional Five-Hundred Thousand Dollars (\$500,000.00).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

December 24, 2019

MEMO TO: J. Carter Napier, City Manager 7.7. for JCN

FROM: Liz Becher, Community Development Director 

SUBJECT: Release of Real Estate Mortgage and Mortgage Extension – 12-24 Club, Inc.

Meeting Type & Date:

Regular Council Meeting, January 7, 2020

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize the release of a Real Estate Mortgage and Mortgage Extension with the 12-24 Club, Inc.

Summary:

The City of Casper advanced the sum of \$250,000 to the 12-24 Club, Inc. on July 31, 2009 to complete the construction and remodel of their new facility at 500 S. Wolcott Street. The real property was conveyed as security on the loan and the mortgage was recorded as Instrument No. 882464 on January 14, 2010.

A mortgage extension was requested and granted on the same property on May 6, 2013, and recorded as Instrument No. 953280 on June 24, 2013.

Under a separate Professional Services Agreement, the 12-24 Club, Inc. agreed to facilitate alcohol and drug rehabilitation services for the City for a 5-year term in exchange for the loan. The City's loan held a mortgage position on the real property which was fulfilled in May 2019. In order to remove the encumbrance on the title of the real property, it is necessary that the City of Casper release the secured instruments, No. 882464 (loan) and No. 953280 (extension). The obligations have been fulfilled.

Financial Considerations:

None at this time.

Oversight/Project Responsibility:

Community Development Department

Attachments:

Resolution

Release of Real Estate Mortgage and Mortgage Extension

Release of Real Estate Mortgage and Mortgage Extension

1. Release of Mortgage

The City of Casper, Wyoming ("City"), of the County of Natrona, and State of Wyoming, whose principal office is located at 200 North David, Casper, Wyoming, hereby certifies that the mortgage bearing the date of the 31st day of July, A.D. 2009, made and executed by Charles Wilson as President of the 12-24 Club Inc., as mortgagor, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the payment of an Advanced Sum of \$250,000 as therein stated, which mortgage was recorded in the office of the Natrona County Clerk, State of Wyoming, on the 14th day of January, 2010, as Instrument No. 882464 (12 pages), and mortgaging the following described real estate in said County, to wit:

The North 16.6 feet of Lot 7, all of Lots 8, 9, 10, and 11, Block 25, Park Addition to the City of Casper, Natrona County, Wyoming,

is fully paid, satisfied, released, canceled and discharged.

2. Release of Mortgage Extension


The City further certifies that the mortgage extension bearing the date of the 6th day of May, A.D. 2013, made and executed by John Colter King as President of the 12-24 Club Inc., as mortgagor, to the City of Casper, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the payment of a principal sum of \$250,000 and an advanced sum of \$200,000 as therein stated, which mortgage extension was recorded in the office of the Natrona County Clerk, State of Wyoming, on the 24th day of June, 2013, as Instrument No. 953280 (10 pages), and mortgaging the following described real estate in said County, to wit:

The North 16.6 feet of Lot 7, all of Lots 8, 9, 10, and 11, Block 25, Park Addition to the City of Casper, Natrona County, Wyoming,

is fully paid, satisfied, released, canceled and discharged.

SIGNED in the presence of the city clerk of the City of Casper, Wyoming, this 7th day of Jan., 2020.

APPROVED AS TO FORM



Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

STATE OF WYOMING)
)
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____,
2020, by _____ as Mayor of the City of Casper.

Notary Public

My Commission Expires:

RESOLUTION NO. 20-10

A RESOLUTION AUTHORIZING RELEASE OF A REAL ESTATE MORTGAGE AND MORTGAGE EXTENSION GRANTED TO THE CITY OF CASPER BY THE 12-24 CLUB, INC.

WHEREAS, the City of Casper, pursuant to an Agreement, secured by a mortgage, advanced the sum of \$250,000 to the 12-24 Club, Inc. on July 31, 2009 to complete the construction and remodel of their new facility at 500 S. Wolcott Street; and,

WHEREAS, the 12-24 Club, Inc. facilitated alcohol and drug rehabilitation services for the City for the term specified in the Mortgage Agreement; and,

WHEREAS, the City's loan holds a mortgage position on the real property identified and being recorded as Instrument No. 882464 (12 pages) on July 31, 2009 in the real estate records of Natrona County, Wyoming; and,

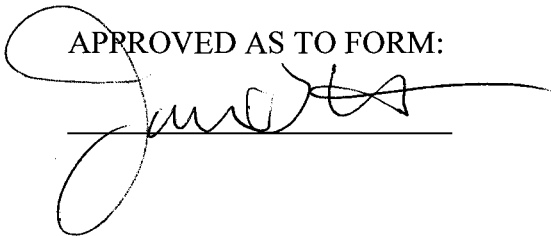
WHEREAS, and extension of the mortgage was executed on May 6, 2013, which was recorded as Instrument Number 953280 (10 pages) on the 24th of June, 2013; and,

WHEREAS, the 12-24 Club, Inc. has fulfilled the obligations of the Agreement in full to the City, and has requested that the City release its mortgage and mortgage extension in this property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a "Release of Real Estate Mortgage and Mortgage Extension" in order to release the mortgage and mortgage extension held by the City on the North 16.6 feet of Lot 7, all of Lots 8, 9, 10, and 11, Block 25, Park Addition to the City of Casper, Natrona County, Wyoming as described above.

PASSED, APPROVED, AND ADOPTED this ____ day of ____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 18, 2019

MEMO TO: J. Carter Napier City Manager 7.7. for JCN

FROM: Andrew B. Beamer, P.E., Public Services Director
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Crown Construction, LLC, in the amount of \$126,950.00, for the Center Street Railing Replacement, Project No. 19-046.

Meeting Type & Date:

Regular Council Meeting
January 7, 2020

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Crown Construction, LLC, in the amount of \$126,950.00.00, for the Center Street Railing Replacement, Project No. 19-046. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$146,950.00.

Summary:

On Wednesday, December 18, 2019, seven (7) bids were received for the Center Street Railing Replacement, Project No. 19-046. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Crown Construction	Mills, Wyoming	\$126,950.00
3 Cord Construction	Casper, Wyoming	\$137,500.00
Caspar Building Systems	Casper, Wyoming	\$155,000.00
ALCO Fence, Co.	Cheyenne, Wyoming	\$179,078.00
71 Construction	Casper, Wyoming	\$184,441.71
Powder River Construction	Gillette, Wyoming	\$193,800.00
Ramshorn Construction	Casper, Wyoming	\$231,600.00

The project consists of removal and replacement of approximately 850' of decorative pedestrian railing along North Center Street, in vicinity of the railroad underpass. The completion date for the project is May 30, 2020. The estimate prepared by the City Engineering Division was \$155,000.

Crown Construction, LLC
Center Street Railing Replacement
Project No. 19-046

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).

Financial Considerations:

Funding for this project will be from 1%16 allocated to 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 Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace the decorative pedestrian railing along Center Street and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Center Street Railing Replacement, Project No. 19-046.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Center Street Railing Replacement Project No. 19-046, 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 May 30, 2020 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 7, 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 Twenty-Six Thousand Nine Hundred Fifty and 00/100 Dollars (\$126,950.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, 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. (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 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:

Center Street Railing Replacement Project No. 19-046
- 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 7th day of January, 2020.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

Crown Construction, LLC

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur D. Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Center Street Railing Replacement
Project No. 19-046

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 May 30, 2020, and completed and ready for final payment not later than June 7, 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> 12-18-19 </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: \$ 126,950.00

TOTAL BASE BID, IN WORDS: One hundred twenty six thousand Nine hundred Fifty DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. 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: Crown Construction LLC
PO Box 664
Wills 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 _____, 2019.

Bidder is bidding as a _____ (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: Crown Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Kevin Cummings owner (seal)

(Title)

(Seal)

Attest: Carrie Cummings 

Business Address: PO Box 664
Mills WY 82644

Phone Number: 307-337-7069

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
Center Street Railing Replacement
Project No. 19-046
 Bid Date: 12/18/19

COMPANY NAME: Crown Construction LLC
 ADDRESS: PO Box 664 Mills, WY 82644

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

LS = Lump Sum

SF = Square Foot

LF = Linear Feet

ITEM	BASE BID SCHEDULE				
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization & Bonding	LS	1	8,690.00	8,690.00
2	Demolition of Existing Railing	LS	1	13,800.00	13,800.00
3	Miscellaneous Concrete Repairs	SF	500	32.00	16,000.00
4	F&I Decorative Railing	LF	820	103.00	84,460.00
5	F&I Temporary Traffic Control	LS	1	4,000.00	4,000.00
TOTAL BASE BID (SUM OF ITEMS 1 - 5)					126,950.00

RESOLUTION NO. 20-11

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
CROWN CONSTRUCTION, LLC, FOR THE CENTER STREET
RAILING REPLACEMENT PROJECT NO. 19-046.

WHEREAS, the City of Casper desires to remove and replace the decorative railing along North Center Street for the Center Street Railing Replacement Project; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Center Street Railing Replacement Project, No. 19-046; 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 Crown Construction, LLC, for those services, in the amount of One Hundred Twenty-Six Thousand Nine Hundred Fifty and 00/100 Dollars (\$126,950.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Twenty-Six Thousand Nine Hundred Fifty and 00/100 Dollars (\$126,950.00) and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of One Hundred Forty-Six Thousand Nine Hundred Fifty and 00/100 Dollars (\$146,950.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:

Wallis Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 27, 2019

MEMO TO: J. Carter Napier, City Manager *71 for JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Bruce Martin, Public Utilities Manager
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing a Procurement Agreement with DC Frost Associates, Inc., in the amount of \$40,320.74, for 18 wiper kits and associated parts to be used on the Ultra Violet (UV) Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant.

Meeting Type & Date

Regular Council Meeting
January 7, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Procurement Agreement with DC Frost Associates, Inc., Walnut Creek, California, in the amount of \$40,320.74 for 18 wiper kits and associated parts to be used on the UV disinfection system at the Sam H. Hobbs Wastewater Treatment Plant.

Summary

The UV system is used to disinfect the wastewater treatment plant secondary effluent prior to discharge into the North Platte River as required by the Wyoming DEQ discharge permit. The system, put online in 2007, consists of 4 banks of lights each containing 72 lamps contained in quartz sleeves. The sleeves require periodic cleaning which is accomplished by a hydraulic wiper system. The existing wiper system is beyond its ten year life expectancy and is beginning to fail.

Half of the wiper kits were replaced using FY19 funds. This purchase would be for the remaining 18 wiper kits needed to complete the project.

The kits and associated parts are specialty products and there are limited distributors. Two quotes were received. The quotes received are as follows:

<u>Vendor</u>	<u>Amount</u>
DC Frost Associates, Inc	\$40,320.74
UV Doctor Lamps, LLC	\$123,138.00

The low quote for supplying the wiper kits and parts is DC Frost Associates, Inc., Walnut Creek,

California.

Financial Considerations

Funds for the procurement of UV parts will come from the FY20 Wastewater Fund.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 7th day of January, 2020, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, DC Frost Associates, Inc., 2855 Mitchell Drive, Suite 215, Walnut Creek, California 94598, hereinafter referred to as the "Contractor."

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

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or described in the attached Exhibit "A", pages 1 and 2 as modified. The Goods to be furnished are generally described as follows:

- (16) Wiper Kit
- (2) Wiper Kit with Sensor
- (1) Acti-Clean Gel
- (2) Pack Inter-Wiper Straight Fittings
- (1) Pack Inter-Wiper 90 Degree Elbow Fittings
- (1) Pressure Injector for Acti-Clean Gel

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, 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 by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Rd.
Casper WY 82609

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by February 28, 2020.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to adjusted freight charges and/or additions and deductions by Change Order, the Contract Price of Forty Thousand Three Hundred Twenty Dollars and Seventy-Four Cents (\$40,320.74).

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the

Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A"
- 9.3 Addenda, if applicable.

- 9.4 Certificate of Insurance.
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.7 Procurement Specifications.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 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.*, and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

APPROVED AS TO FORM:

Walter Trout

ATTEST:

BY: [Signature]
TITLE: SALES ENGINEER

CONTRACTOR:

DC Frost Associates, Inc.
2855 Mitchell Drive, Suite 215
Walnut Creek, California 94598

BY: [Signature]
TITLE: President

ATTEST:

BY: _____
Fleur D. Tremel
TITLE: City Clerk

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

BY: _____
Steven K. Freel
TITLE: Mayor

Exhibit "A"



DC Frost Associates, Inc
 A Coombs Hopkins Company
 2855 Mitchell Drive, Suite 215
 Walnut Creek, CA 94598

Quotation

Date	Quote #
10/28/2019	102861

Bill To

City of Casper, WY
 Accounts Payable
 200 N. David Street
 Casper, WY 82601

Ship To

City of Casper, WY (Sewer Dept)
 Jim Pike (307-235-7587)
 2400 Bryan Evansville Road
 Casper, WY 82609

E-mail: jpik@cityofcasperwy.com
 Phone: 307-235-7587

Model		Equipment	Project/Serial #	FOB	
UV3000Plus		Trojan	511046	Fact. PPA	
Line	Qty	Description	Unit Price	Total	
		SECOND HALF OF SYSTEM UPGRADE - PRICING VALID THROUGH DECEMBER 31 2019			
a	16	Part 327771-A8350, Wiper Kit, UV3+ 8L 3.5 = Lead time 2-3 weeks	2,191.95	35,071.20	
b	2	Part 327771-A8351, Wiper Kit, UV3+ 8L 3.5 Sensor = Lead time 2-3 weeks	2,230.85	4,461.70	
c	1	Part 901507, Acti-Clean Gel (4x1 gallon bottles)	191.50	191.50	
d	2	Part 327027P, Fitting, Inter-wiper Straight (10 per pack)	5.90	11.80	
e	1	Part 327066P, Fitting, Inter-wiper 90 degree elbow (10 per pack)	10.70	10.70	
f	1	Part 327096, Pressure Injector for Acti-Clean Gel	120.00	120.00	
g	1	ESTIMATED FREIGHT ONLY - ACTUAL FREIGHT CHARGES will apply and be added to all invoices. TROJAN Freight Quote #4393 (1 crate @ 300 lbs/ 85x2830 / 1 skid = total weight 300 lbs) via YRC 5 days standard delivery	453.84	453.84	
		Sales Tax	0.00	0.00	
Quote Prepared By: Debby Patton			Total:		

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.

Payment Terms: Net 30

If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.

DCF Terms & Conditions apply on all orders (copy available upon request).

*We are pleased to offer our quotation on the equipment or service listed above.
 Please contact us if you have any questions.*

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
 Fax: (925) 947-6784



DC Frost Associates, Inc

A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
10/28/2019	102861

Bill To

City of Casper, WY
Accounts Payable
200 N. David Street
Casper, WY 82601

Ship To

City of Casper, WY (Sewer Dept)
Jim Pike (307-235-7587)
2400 Bryan Evansville Road
Casper, WY 82609

E-mail: jpike@cityofcasperwy.com
Phone: 307-235-7587

Model		Equipment	Project/Serial #	FOB	
UV3000Plus		Trojan	511046	Fact. PPA	
Line	Qty	Description		Unit Price	Total
		DC FROST ASSOCIATES, INC. NO LONGER ACCEPTS VERBAL ORDERS. PLEASE SIGN AND DATE THIS QUOTATION and e-mail or fax to the author of the quote along with a copy of your PO (or you can write the PO number on the signed quote). By doing this, you are authorizing your acceptance of the Quote and giving approval to place the order. Simply include any Quantity changes, Bill To and Ship To changes along with your signature and date below. SIGNATURE / DATE / PO#: _____		0.00	0.00
Quote Prepared By: Debby Patton				Total:	\$40,320.74

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.

Payment Terms: Net 30

If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.

DCF Terms & Conditions apply on all orders (copy available upon request).

*We are pleased to offer our quotation on the equipment or service listed above.
Please contact us if you have any questions.*

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
Fax: (925) 947-6784

STANDARD PROCUREMENT GENERAL CONDITIONS

City of Casper

These Procurement General Conditions
Have been adopted from
“Procurement General Conditions”
EJCDC Document 1910-26-B, 1981 Edition
(Approved by City Attorney, April, 1995)

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**STANDARD
PROCUREMENT GENERAL CONDITIONS**

City of Casper

**These Procurement General Conditions
have been adapted from
“Procurement General Conditions”
EJCDC Document 1910-26-B, 1981 Edition
(Approved by City Attorney, April, 1995)**

PROCUREMENT GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

Wherever used in these Procurement General Conditions or in the other Procurement Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Procurement Documents.

Application for Payment - The form accepted by Engineer which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Procurement Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price(s) for furnishing the Goods and Special Services.

* Bonds - Bid and performance bonds and other instruments of security.

Change Order - A written order to Contractor signed by Owner authorizing an addition, deletion, or revision in the Goods or Special Services, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Procurement Agreement.

Contract Price - The monies payable by Owner to Contractor under the Procurement Documents as stated in the Agreement.

Contract Time - The total number of days or the dates stated in the Procurement Agreement for furnishing the Goods and Special Services.

Contractor - The person, firm, or corporation with whom Owner has entered into the Procurement Agreement.

Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the words Goods or Special Services refers to Goods or Special Services which are unsatisfactory, faulty, or deficient, or do not conform to the Procurement Documents, or do not meet the requirements of any inspection, reference standard, test, or approval referred to in the Procurement Documents.

Drawings - The drawings which show the character and scope of the Goods to be furnished and which have been prepared or approved by Engineer and are referred to in the Procurement Documents.

Effective Date of the Procurement Agreement - The date indicated in the Procurement Agreement on which it becomes effective, or if no such date is indicated, the date on which the Procurement Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer - The person, firm, or corporation named as such in the Procurement Agreement.

Engineer's Order - A written order issued by Engineer which clarifies or interprets the Procurement Documents or orders minor changes or alterations in the Goods or Special Services to be furnished but which does not involve a change in the Contract Price or the Contract Time.

Goods - All tangible personal property required to be furnished under the Procurement Documents.

Modification - (a) A written amendment of the Procurement Documents signed by both parties; (b) a Change Order; or, (c) an Engineer's Order. A modification may only be issued after the effective date of the Procurement Agreement.

Notice of Award - The written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Procurement Agreement.

* Owner - The public body or authority, corporation, association, partnership, or individual with whom Contractor has entered into the Procurement Agreement.

Point of Delivery - The place designated in the Procurement Agreement where the Goods are to be delivered.

Procurement Agreement - The written agreement between Owner and Contractor covering the furnishing of the Goods, Special Services, and other services in connection therewith. Other Procurement Documents are attached to the Agreement and made a part thereof as provided therein.

Procurement Documents - The Procurement Agreement, Addenda (which pertain to the Procurement Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Procurement Agreement, the Bonds, these Procurement General Conditions, the Procurement Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Procurement Agreement, together with all Modifications issued after execution of the Agreement.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for Contractor to illustrate some portion of Goods.

Special Services - Services to be furnished by Contractor at the construction site as required by the Procurement Documents.

Specifications - Those portions of the Procurement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Goods and Special Services, and certain administrative details applicable thereto.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

- *2.1 When Contractor delivers the executed Procurement Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with Paragraph 4.1.

Commencement of Contract Time:

- 2.2 The Contract Time will commence to run on the effective date of the Procurement Agreement.

Schedules:

- 2.3 Contractor shall, within ten (10) days after the effective date of the Procurement Agreement, submit to Engineer preliminary schedules of progress, shop drawing submissions, tests, and deliveries as required by the Procurement Documents. No schedule which is required to be and has been accepted by Engineer will be changed by Contractor without notice to Engineer.

ARTICLE 3 - INTENT OF PROCUREMENT DOCUMENTS

- 3.1 The Procurement Documents comprise the entire agreement between Owner and Contractor concerning the furnishing of the Goods and Special Services. The Procurement Documents may be altered only by a Modification.
- 3.2 The Procurement Documents are complementary; what is called for by one is as binding as if called for by all. If, during performance of the contract, Contractor finds a conflict, error, or discrepancy in the Procurement Documents, Contractor shall so report to Engineer in writing at once and shall obtain a written interpretation or clarification from Engineer before proceeding further; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Procurement Documents unless Contractor had actual knowledge thereof or should reasonably have know thereof.
- 3.3 All materials, equipment, and services that may reasonably be inferred from the Procurement Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe materials, equipment, or services, such works will be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard

specification, manual, or code in effect at the time of opening of Bids (or, on the effective date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Procurement Documents) shall change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their agents, consultants, or employees from those set forth in the Procurement Documents. Clarifications and interpretations of the Procurement Documents shall be issued by Engineer as provided in Paragraph 9.2.

ARTICLE 4 - BONDS AND INSURANCE

Performance and Other Bonds:

- *4.1 Contractor shall furnish a performance bond in an amount at least equal to the Contract Price (unless otherwise provided) as security for the faithful performance of all Contractor's obligations under the Procurement Documents. This Bond shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. Contractor shall also furnish such other Bonds as are required by the Procurement Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Procurement Supplementary Conditions and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- *4.2 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the state of the point of delivery or the surety ceases to meet the requirements of Paragraph 4.1, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

Property Insurance:

- 4.3 Unless otherwise provided in the Procurement Supplementary Conditions, Contractor shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by Owner at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse, water damage, and such other perils as may be provided in the Procurement Supplementary Conditions and as Contractor deems appropriate.

ARTICLE 5 - SHIPMENT AND DELIVERY OF THE GOODS

Shipment and delivery of the Goods shall be in accordance with this Article except as otherwise provided or specified.

- 5.1 All Goods will be delivered f.o.b. point of delivery. Contractor shall select the means and methods of transportation. All transportation charges, including but not limited to switching, trucking, lighterage and special handling will be paid by Contractor.
- 5.2 Contractor shall give Owner and Engineer at least fifteen (15) days' prior written notice of the date when the Goods will be ready for shipment and the manner of shipment. Such notice will include instructions concerning any special equipment or services required at the point of delivery to unload and care for the Goods. Contractor also shall require the carrier to give Owner not less than 24 hours notice by telephone of the anticipated hour of delivery.
- 5.3 Owner shall provide facilities for receipt and unloading of the Goods. If the point of delivery is a construction site, Owner shall provide the carrier reasonable access within the site to the point of delivery.
- 5.4 Contractor shall deliver the Goods to the point of delivery within a period of fifteen (15) days (the "delivery period") prior to expiration of the Contract Time for delivery specified in the Procurement Agreement.
 - 5.4.1 Owner will not be obligated to accept any delivery of goods not made within the delivery period prior to or after the delivery period will be the responsibility of Contractor.
 - 5.4.2 Owner may by Change Order direct Contractor to ship to another point of delivery or to accelerate or postpone the delivery period. Owner shall be responsible for all additional expenses incurred by Contractor as a result of any such direction, including but not limited to charges for storage, reconditioning, handling, overtime, and insurance. If Contractor believes that any such direction justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.
- 5.5 Owner, accompanied by Engineer, shall inspect the Goods upon delivery for the sole purpose of identifying the Goods and general verification of quantities in order to provide a basis for a progress payment. Such inspection will not be construed as final or as acceptance of any Goods not in conformance with the Procurement Documents. If, when delivered, there are apparent defects in the Goods (through damage or otherwise), Engineer will give prompt written notice thereof to Contractor. Contractor shall without cost to Owner correct the defect or replace the Goods with non-defective Goods. If Contractor does not do so promptly and to the satisfaction of Owner and Engineer, Owner may, upon Engineer's recommendation, accept delivery of the defective Goods and remedy the defect as appropriate with an appropriate reduction in the Contract Price as provided in Paragraph 13.8 instead of requiring removal or replacement. Owner may refuse to accept delivery of any Goods that are apparently defective. If there are no apparent defects, Owner shall accept delivery.
- 5.6 Notice of Owner's acceptance of delivery will be provided to Contractor by a receipted copy of the shipping documents or as otherwise provided.

ARTICLE 6 - APPLICATIONS FOR PAYMENT

Application for Progress Payments:

6.1 Contractor shall submit to Engineer for review Applications for Payment filled out and signed by Contractor and accompanied by such supporting documentation as is required by the Procurement Documents and also as Engineer may reasonably require. The first Application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all samples required by the Procurement Documents. The second Application for Payment will be submitted after delivery of the Goods has been accepted by Owner in accordance with Paragraph 5.5 and will be accompanied by a bill of sale and other documentation satisfactory to Owner warranting that Owner has received the Goods free and clear of all liens, charges, security interests, and encumbrances. Such documentation shall include releases and waivers from all parties who, during Contractor's performance under the Procurement Documents, might have obtained or filed any such lien, charge, security, or encumbrance. In the case of multiple deliveries of Goods, additional Applications for Payment will be submitted as Owner accepts delivery of additional items of the Goods.

Review of Applications for Progress Payments:

6.2 Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

6.2.1 Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and samples have been reviewed and approved as required by the Procurement Documents and Contractor is entitled to payment of the amount recommended; but will not constitute a representation to Owner and Engineer has made any observation or inspection of the quality or quantity of the Goods.

6.2.2 Engineer's recommendation of payment requested in the Application for Payment submitted upon Owner's acceptance of delivery of the Goods will constitute a representation by Engineer to Owner, based on Engineer's review of the Application for Payment and the accompanying data and Engineer's inspection of the Goods in accordance with Paragraph 5.5, that to the best of Engineer's knowledge, information and belief Engineer has identified the Goods listed in the Application for Payment and generally verified the quantities as being in accordance with the Procurement Documents, that on the basis of such limited inspection there are no apparent defects in the Goods, and that the Goods appear to be suitable for installation. Such recommendation will not constitute a representation that Engineer had made a final inspection of the Goods, that the Goods are free from defects, acceptable or in

conformance with the Procurement Documents or that Engineer has made any investigation as to Owner's title to the Goods.

- 6.2.3 Engineer may refuse to recommend that all or any part of a progress payment be made if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal necessary to protect Owner from loss because the Contract price has been reduced due to Modifications, Goods are found defective, or Contractor has failed to furnish acceptable Special Services.

Amount and Timing of Progress Payments:

- *6.3 The amounts of the progress payments will be as provided in the Procurement Agreement. Owner shall within ten (10) days after receipt of each Application for Payment with Engineer's recommendation pay Contractor the amount recommended; but, in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said ten (10) day period may be extended for so long as is necessary (but in no event more than twenty (20) days) for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

Final Inspection:

- 6.4 After all of the Goods have been incorporated into Owner's project, tested in accordance with such field tests as are specified, and apparently functioning as intended, Engineer will make final inspection and advise Owner and Contractor whether or not the Goods appear to be acceptable in accordance with the Procurement Documents. If not so acceptable, Engineer will identify the apparent defects in writing. Contractor shall immediately take such measures as are necessary to remedy all defects.

Final Application for Payment:

- 6.5 After Contractor has remedied all apparent defects to the satisfaction of Engineer, furnished all Special Services, and delivered all maintenance and operating instructions, schedules, guarantees, certificates of inspection, and other documents (all as required by the Procurement Documents) Engineer will issue to Owner and Contractor a notice of acceptability. Contractor may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Procurement Documents and such other data and schedules as Engineer may reasonably require.

* Final Payment:

- *6.6 If, on the basis of final inspection and review of the final Application for Payment and accompanying documentation, Engineer is satisfied that the Goods are in accordance with the

Procurement Documents, that Special Services have been furnished as required, and that Contractor's other obligations under the Procurement Documents have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 6.8 and present the Application to Owner. Otherwise, Engineer will return the Application to Contractor indicating the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall, within thirty (30) days after receipt thereof, pay Contractor the amount recommended by Engineer.

- 6.7 If, through no fault of Contractor, final incorporation of the Goods (or any component thereof) into Owner's project, the testing of the performance thereof as part of a functioning whole or the furnishing of Special Services is delayed by more than ninety (90) days (unless otherwise specified) after acceptance of delivery by Owner and if Engineer so confirms, Owner shall, upon receipt of an Application for Payment from Contractor and recommendation of Engineer and without terminating the Agreement, make payment for the Goods (or components) so accepted and Special Services furnished. If the remaining balance to be held by Owner for Goods and Special Services not yet furnished or accepted is less than the retainage stipulated in the Procurement Agreement, and if Bonds have been furnished as required in Paragraph 4.1, Contractor shall submit with such Application for Payment written consent of the surety to payment of the amount requested. Such payment will be made under the terms and conditions governing final payment, but will not constitute any waiver of claims.

Waiver of Claims:

- 6.8 The making and acceptance of final payment will constitute:

6.8.1 A waiver of all claims by Owner against Contractor, except claims arising from unsettled liens and claims, from defective Goods appearing after final inspection pursuant to Paragraph 6.4, from defects in Special Services appearing after final payment, or from failure to comply with the Procurement Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Procurement Documents; and,

6.8.2 A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Coordination:

- 7.1 Contractor shall competently and efficiently supervise and direct production of the Goods and furnishing of Special Services and coordinate all operations required to deliver the

Goods and furnish Special Services. Contractor shall designate in writing to Owner and Engineer a person with authority to act on behalf of Contractor with respect to Contractor's obligations under the Procurement Documents, and all communications given to or received from that person will be binding on Contractor. Except as specifically provided in the Procurement Documents with respect to Special Services or otherwise, Contractor shall not be required to perform services at the site.

Material, Equipment, and Workmanship:

- 7.2 Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required by Engineer, furnish satisfactory evidence as to the source, kind, and quality of materials and equipment incorporated in the Goods. Special Services will be performed by competent and qualified personnel.

Equivalent Goods:

- 7.3 Whenever materials or equipment are specified or described in the Procurement Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Engineer will be as set forth in Paragraphs 7.3.1 and 7.3.2 as supplemented in the General Requirements.

- 7.3.1 Requests for review of substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Engineer for acceptance thereof certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the timely delivery of the Goods, whether or not acceptance of the substitute will require a change in any of the Procurement Documents to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the production of the Goods is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute. Engineer will be allowed a reasonable time within which to evaluate the proposed substitute and will be the sole judge of acceptability, and no substitute will be ordered or installed without Engineer's prior

written acceptance. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- 7.3.2 Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutes proposed by Contractor and in making changes in the Procurement Documents occasioned thereby. Whether or not Engineer accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating proposed substitutes.

Patent Fees and Royalties:

- 7.4 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the production of the Goods or the incorporation in the Goods of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Procurement Documents for use in producing the Goods and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Procurement Documents. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in production of the Goods or incorporation therein of any invention, design, process, product, or device not specified in the Procurement Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Taxes:

- 7.5 Contractor shall pay all sales, consumer, use, and other similar taxes, required to be paid in respect of the production and delivery of the Goods and the furnishing of Special Services.

Shop Drawings and Samples:

- 7.6 Contractor shall submit to Engineer in accordance with the accepted schedule of Shop Drawings submissions five (5) copies (unless otherwise specified) of all Shop Drawings, which will have been checked by and bear a specific notation or indication of approval of Contractor and be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and like information to enable Engineer to review the information as required.
- 7.7 Contractor shall also submit to Engineer with such promptness as to cause no delay in the timely production of the Goods, all samples required by the Procurement Documents. All samples will have been checked by and accompanied by a specific indication of approval of Contractor, and will be identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

- 7.8 At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Procurement Documents.
- 7.9 Engineer will review and approve with reasonable promptness Shop Drawings and samples, but Engineer's review and approval will be only for conformance with the design concept of the Goods and for compliance with the information given in the Procurement Documents. Such review and approval will not extend to design data reflected in Shop Drawings which is peculiarly within the special expertise of Contractor or any party dealing directly with Contractor. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and, if necessary, shall submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals. Contractor's submission of any Shop Drawing or sample bearing Contractor's approval shall constitute a representation to Owner and Engineer that Contractor assumes full responsibility for having determined and verified the design criteria, quantities, dimensions, installation requirements, materials, catalog numbers, and similar data and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Procurement Documents; however, it shall not be Contractor's primary responsibility to make certain that the Goods are in accordance with the requirements of applicable laws, ordinances, rules, or regulations.
- 7.10 When a Shop Drawing or sample is required by the Specifications, Contractor shall not commence production of any part of the Goods affected thereby until such Shop Drawing or sample has been reviewed and approved by Engineer.
- 7.11 Engineer's review and approval of Shop Drawings or samples will not relieve Contractor from responsibility for any deviations from the Procurement Documents unless Contractor has in writing called Engineer's attention to such deviation at the time of submission and Engineer has given written concurrence and approval to the specific deviation, nor will any concurrence or approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

Continuing Performance:

- 7.12 Contractor shall continue performance of the contract during all disputes or disagreements with Owner. No production of Goods will be delayed or the timely delivery of Goods or furnishing of Special Services be prejudiced, delayed, or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

Access to Goods in Production:

- 7.13 Contractor shall provide Engineer, Engineer's representatives, and other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests proper and safe access to Goods in the process of production at reasonable times as is necessary for the performance of their functions in connection with the Procurement Documents.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 Owner shall issue all communications to Contractor through Engineer.
- 8.2 Owner shall furnish the data required of Owner under the Procurement Documents promptly and shall make payments to Contractor when due.
- 8.3 In connection with Owner's rights to order changes in accordance with Article 10, Owner is obligated to execute Change Orders.
- 8.4 Owner's responsibility in respect of accepting delivery of the Goods is set forth in Paragraph 5.5.
- 8.5 Owner shall provide Contractor, Contractor's representatives, testing agencies, and other governmental agencies with jurisdictional interests, proper and safe access to the site at reasonable times as is necessary for performance of their functions in connection with the procurement contract.

ARTICLE 9 - ENGINEER'S STATUS

Owner's Representative:

- 9.1 Engineer will be Owner's representative. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative are set forth in the Procurement Documents and will not be extended without written consent of Owner and Engineer and written notice to Contractor.

Clarifications and Interpretations:

- 9.2 Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Procurement Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Procurement Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Goods:

- 9.3 Engineer will have authority to disapprove or reject Goods or Special Services which are defective.

Decisions on Disputes:

- 9.4 Engineer will be the initial interpreter of the requirements of the Procurement Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes, and other matters relating to such acceptability or the interpretation of the requirements of the Procurement Documents pertaining to Contractor's performance and claims under Articles 11 and 12 in respect of Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter shall be delivered by the claimant to Engineer and the other party to the Agreement within fifteen (15) days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within forty-five (45) days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- 9.5 The rendering of a decision by Engineer pursuant to Paragraph 9.4 with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 6.8) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Procurement Documents or by law in respect of any such claim, dispute, or other matter.

Visits to Contractor's Facilities:

- 9.6 Engineer will not make visits to Contractor's facilities where the Goods are being produced to observe production, inspection, or testing of the Goods except as otherwise specified in the Procurement Documents.

Limitations on Engineer's Responsibilities:

- 9.7 Neither Engineer's authority to act under these Procurement General Conditions or elsewhere in the Procurement Documents nor any decision made by Engineer in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor or any of Contractor's agents or employees or any other person furnishing materials or equipment for incorporation of the Goods or furnishing services incidental thereto.
- 9.8 Whenever in the Procurement Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Engineer, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Goods and Special Services for compliance with the Procurement Documents (unless there is

a specific statement indicating otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct any of Contractor's operations or activities.

- 9.9 Engineer will not be responsible for Contractor's failure to produce and deliver the Goods and furnish Special Services in accordance with the Procurement Documents, nor will Engineer be responsible for any acts or omissions of Contractor or any other persons furnishing or delivering any Goods, furnishing Special Services, or performing other services in connection therewith.

ARTICLE 10 - CHANGES IN THE GOODS OR SPECIAL SERVICES

- 10.1 Without invalidating the Agreement, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Goods or furnishing of Special Services; these changes will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed on the basis of the change involved. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- 10.2 Engineer may authorize minor changes in the Goods or Special Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These minor changes may be accomplished by an Engineer's Order and will be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that an Engineer's Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in Article 11 or Article 12.
- 10.3 Changes made in the Goods or Special Services without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except as provided in Paragraph 10.2.
- 10.4 Owner shall execute appropriate Change Orders prepared by Engineer covering changes which are required by Owner, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is recommended by Engineer.
- 10.5 If notice to the surety of any change in the contract is required by the provisions of any Bond, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for furnishing the Goods, Special Services, and performing other services in connection therewith. All duties, responsibilities and obligations assigned to or

undertaken by Contractor shall be at his expense without change in the Contract Price.

- 11.2 The Contract Price may only be changed by a Change Order or written amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) Days after such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

ARTICLE 12 - CHANGE OF CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts of neglect by Owner, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.
- 12.3 All time limits stated in the Procurement Documents are of the essence of the Procurement Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE

Contractor's Continuing Obligation; Warranties, Guarantees:

- 13.1 Contractor's obligation to furnish the Goods and Special Services and to perform other services in connection therewith in accordance with the Procurement Documents is absolute, and Contractor warrants and guarantees to Owner and Engineer that all Goods, Special Services, and other services will be in accordance with the Procurement Documents and free from defects. Prompt notice of all observed defects will be given to Contractor.
- *13.2 Neither recommendation of any progress or final payment by Engineer, nor any payment by Owner to Contractor under the Procurement Documents, nor any use of the Goods by Owner,

nor any act of acceptance by Owner, nor any failure to do so, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 6.5, nor any correction of defective Goods or Special Services by Owner will constitute an acceptance of Goods, Special Services, or other services not in accordance with the Procurement Documents or a release of Contractor's obligation to furnish the Goods, Special Services, and other services in accordance with the Procurement Documents, except as otherwise provided in Paragraph 6.8.1.

Tests and Inspections:

13.3 Contractor shall give Engineer timely notice of readiness of the Goods for all those inspections, tests, or approvals which the Procurement Documents specify are to be observed by Engineer or another party prior to Owner's acceptance of delivery. Owner will give Contractor timely notice of all tests, inspections, and approvals of the Goods called for by the Procurement Documents which are to be conducted at the site after such acceptance and prior to final payment.

Remedying Defective Goods:

13.4 If at any time after Owner's acceptance of delivery under Paragraph 5.5, and before expiration of the correction period under Paragraph 13.5, Owner or Engineer determines that the Goods are defective, Contractor shall, upon written notice from and as required by Engineer, either correct the defects or remove the Goods and replace them with non-defective Goods. If Contractor does not do so promptly and to the satisfaction of Owner and Engineer, Owner may, upon Engineer's recommendation, accept the defective Goods instead of requiring correction or removal and replacement.

13.5 If Contractor fails to take action as required by Engineer in accordance with Paragraph 13.4, Owner may, after ten (10) days' written notice to Contractor, remedy any such deficiency instead of requiring removal or replacement. In an emergency where delay would cause serious risk of loss or damage, Owner may take such action without notice to or waiting for action by Contractor.

Correction Period:

13.6 Contractor's responsibility for remedying all defects in the Goods will extend for a period of one (1) year after the earlier of the date on which Owner has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Procurement Documents or by any specific provisions of the Procurement Documents.

Remedying Defective Special Services:

13.7 If, at any time Engineer notifies Contractor in writing that any of the Special Services are defective, Contractor shall promptly provide acceptable services. If Contractor fails to do so, Owner may obtain the Special Services elsewhere.

Costs of Remedying Defects:

- 13.8 All direct, indirect, and consequential costs of correcting, removing, and replacing defective Goods or of obtaining Special Services elsewhere and of exercising Owner's rights and remedies under Paragraphs 5.5 and 13.4 through 13.7, inclusive, will be charged against Contractor in an amount verified by Engineer; and, if incurred prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Procurement Documents and a reduction in the Contract Price, or if incurred after final payment, an appropriate amount will be paid by Contractor to Owner. Such direct, indirect, and consequential costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Goods, or property of Owner or others destroyed or damaged by correction, removal, or replacement of defective Goods. Contractor will not be allowed an extension of the Contract Time because of any delay in performance attributable to the exercise by Owner of Owner's rights and remedies under this paragraph.

ARTICLE 14 - SUSPENSION, CANCELLATION, AND TERMINATION

Owner May Suspend:

- 14.1 Owner may, at any time and without cause, suspend production of the Goods or any portion thereof or the furnishing of Special Services or other services for a period of not more than ninety (90) days by notice in writing to Contractor and Engineer. Upon fifteen (15) days' written notice from Owner, Contractor shall resume performance. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore as provided in Articles 11 and 12.

Owner May Cancel:

- 14.2 Owner may, at any time without cause, upon ten (10) days' written notice to Contractor, cancel all or any part of the undelivered Goods or unfurnished Special Services and shall pay Contractor reasonable cancellation charges.

Owner May Terminate:

- 14.3 Upon the occurrence of any one or more of the following events:
- 14.3.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

- 14.3.2 If a petition is filed against Contractor under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 14.3.3 If Contractor makes a general assignment for the benefit of creditors;
- 14.3.4 If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
- 14.3.5 If Contractor admits in writing an inability to pay its debts generally as they become due; or,
- 14.3.6 A breach by Contractor in any substantial way of any provision of the Procurement Documents and such breach continues for a period of fifteen (15) days after written notice to correct the breach from Owner to Contractor.

Owner may, after giving Contractor and the surety ten (10) days' written notice and to the extent permitted by law, terminate the service of Contractor. In such case, Contractor shall not be entitled to receive any further payment until all Goods are provided and Special Services and other services furnished in accordance with the Procurement Documents. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs to OWNER of such termination (including compensation for additional professional services), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price.

- 14.4 Where Contractor's services have been so terminated by Owner, the transaction will not affect any rights and remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner will not release Contractor from liability.

Contractor May Suspend or Terminate:

- 14.5 If, through no act or fault of Contractor, production of the Goods or furnishing of Special Services is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Owner fails for thirty (30) days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten (10) days' written notice to Owner and Engineer, terminate the Procurement Agreement and recover from Owner

payment for all Goods completed and Special Services and other services furnished and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Procurement Agreement, if Owner has failed to make any payment as aforesaid, Contractor may upon ten (10) days' written notice to Owner and Engineer suspend production of the Goods and furnishing of Special Services or other services until payment of all amounts then due. The provisions of this paragraph will not relieve Contractor of obligations under Paragraph 7.12 to continue performance of the contract without delay during disputes and disagreements with Owner.

ARTICLE 15 - ARBITRATION

- *15.1 All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the Procurement Documents or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 6.8, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 15. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 15 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.
- *15.2 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with Paragraph 9.4 shall be made until the earlier of a) the date of which Engineer has rendered a decision; or, b) the tenth (10th) day after the parties have presented their evidence to Engineer if a written decision has not been rendered by Engineer before that date. No demand for arbitration of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which Engineer has rendered a written decision in respect thereof in accordance with Paragraph 9.4; and the failure to demand arbitration within said thirty (30) days' period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.
- *15.3 Notice of the demand for arbitration will be filed in writing with the other party to the Procurement Agreement and with the American Arbitration Association, and a copy will be sent to Engineer for information. The demand for arbitration shall be made within the thirty (30) day period specified in Paragraph 15.2 where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- *15.4 No arbitration arising out of or relating to the Procurement Documents shall include by consolidation, joinder, or in any other manner any other person or entity (including Engineer

and Engineer's agents, employees, or consultants) who is not a party to this Agreement unless:

- 15.4.1 The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;
 - 15.4.2 Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and,
 - 15.4.3 The written consent of the other person or entity sought to be included and of Owner and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- *15.5 The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

- 16.1 Whenever any provision of the Procurement Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage pre-paid, to the last business address known to the giver of the notice.

Computation of Time:

- *16.2 When any period of time is referred to in the Procurement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

General:

- 16.3 The duties and obligations imposed by these Procurement General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon Contractor by Paragraphs 13.1 and 13.6 and all of the rights and remedies available to Owner and Engineer thereunder, will be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or

available by law or contract, by special warranty or guarantee or by other provisions of the Procurement Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Procurement Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Procurement Documents will survive final payment and termination or completion of this Agreement.

STANDARD
PROCUREMENT SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Procurement General Conditions (EJCDC No. 1910-26-B, 1981 Edition), and other provisions of the Procurement Documents as follows. All provisions which are not so amended or supplemented remain in full force and effect.

S.C. - 1.0.1

The Bid Bond shall be submitted on the form provided for such purpose by Owner.

S.C. - 1.0.2

Owner. Owner shall be the City of Casper, Wyoming, a Municipal Corporation.

S.C. - 2.1, 4.1, and 4.2

Delete Paragraphs 2.1, 4.1, and 4.2 of the Procurement General Conditions in their entirety.

S.C. - 6.3

Delete Paragraph 6.3 of the Procurement General Conditions in its entirety and insert the following:

"The amounts of the progress payments will be as provided in the Procurement Agreement. Owner shall, within thirty (30) days after receipt of each Application of Payment with Engineer's recommendation, pay Contractor the amount recommended; but, in the case of the Application for Payment upon Owner's acceptance of delivery of the Goods, said thirty (30) day period may be extended for so long as is necessary (but in no event more than twenty (20) additional days) for Owner to examine the bill of sale and other documentation submitted therewith. Owner shall notify Contractor promptly of any deficiency in the documentation and shall not unreasonably withhold payment."

S.C. - 6.5

Add the following subparagraph after Paragraph 6.5 of the Procurement General Conditions:

"Owner shall not be required to make final payment to the Contractor until such time as Wyoming State Statute No. 16-6-116 has been fulfilled. If no claims or liens have been filed within a forty-one (41) day period after completion and acceptance of the project, the retained percentage will be paid (final estimate) within fifteen (15) days of the expiration thereof. Should any liens or claims be filed, retainage equal to the amount of the lien or claim will be held until a satisfactory agreement is reached between the Owner, the Contractor, and the Contractor's surety."

S.C. - 6.6

Delete Paragraph 6.6 of the Procurement General Conditions in its entirety and insert the following:

"If, on the basis of final inspection and review of the final Application for Payment and accompanying documentation, Engineer is satisfied that the Goods are in accordance with the Procurement Documents, that Special Services have been furnished as required, and that Contractor's other obligations under the Procurement Documents have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, recommended in writing final payment subject to the provisions of Paragraphs 6.5 and 6.8 and present the Application to Owner. Otherwise, Engineer will return the Application to Contractor indicating the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, and in accordance with Paragraphs 6.5 and 6.8, Owner shall, within fifteen (15) days after receipt thereof, pay Contractor the amount recommended by Engineer."

S.C. - 13.2

Delete Paragraph 13.2 of the Procurement General Conditions in its entirety and insert the following:

"Neither recommendation of any progress or final payment by Engineer, nor any payment by Owner to Contractor under the Procurement Documents, nor any use of the Goods by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 6.5, nor any correction of defective Goods or Special Services by Owner will constitute an acceptance of Goods, Special Services, or other services not in accordance with the Procurement Documents or a release of Contractor's obligation to furnish the Goods, Special Services, and other services in accordance with the Procurement Documents."

S.C. - 15.1

Delete the Paragraph 15.1 of the Procurement General Conditions and insert the following:

"All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the Procurement Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 6.8), may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 15. Settlement of disputes or claims by arbitration shall require the written consent of both parties. If agreement so to arbitrate as provided in this Article 15 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction."

S.C. - 15.2 through 15.5

Delete Paragraphs 15.2, 15.3, 15.4, and 15.5 of the Procurement General Conditions in their entirety.

S.C. - 16.2

Delete the last sentence of Paragraph 16.2 of the Procurement General Conditions in its entirety.

RESOLUTION NO. 20-12

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DC FROST ASSOCIATES, INC., FOR WIPER KITS AND ASSOCIATED PARTS FOR USE ON THE ULTRA VIOLET (UV) DISINFECTION SYSTEM AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City has need for the furnishing of eighteen (18) wiper kits and associated parts for use on the UV disinfection system at the Wastewater Treatment Plant to provide service; and,

WHEREAS, the contractor represents that it is ready, willing, and able to provide the kits and associated parts as required by an agreement between the contractor and the City; and,


WHEREAS, the City desires to retain the contractor for furnishing the kits and associated parts.

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 procurement agreement with DC Frost Associates, Inc., A Coombs Hopkins Company, 2855 Mitchell Drive, Suite 215, Walnut Creek, California, 94598, for the furnishing of eighteen (18) wiper kits and associated parts.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Forty Thousand Three Hundred Twenty Dollars and Seventy-Four Cents (\$40,320.74).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

December 27, 2019

MEMO TO: J. Carter Napier, City Manager **7) for JCN**

FROM: Andrew Beamer, P.E., Public Services Director **B**
Bruce Martin, Public Utilities Manager
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing Amendment No. 1 to the Procurement Agreement with DC Frost Associates, Inc., for the purchase of 18 wiper kits and associated parts to be used on the Ultra Violet (UV) Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant.

Meeting Type & Date
Regular Council Meeting
January 7, 2020

Action Type
Resolution

Recommendation

That Council, by resolution, authorize Amendment No. 1 to the Procurement Agreement with DC Frost Associates, Inc., Walnut Creek, CA, for 18 wiper kits and associated parts to be used on the UV disinfection system at the Sam H. Hobbs Wastewater Treatment Plant.

Summary

The UV system is used to disinfect the wastewater treatment plant secondary effluent prior to discharge into the North Platte River as required by the Wyoming DEQ discharge permit. The system, put online in 2007, consists of 4 banks of lights each containing 72 lamps contained in quartz sleeves. The sleeves require periodic cleaning which is accomplished by a hydraulic wiper system. The existing wiper system is beyond its ten year life expectancy and is beginning to fail.

Staff has negotiated a Procurement Agreement with DC Frost Associates, Inc., in the amount of \$40,320.74 for the parts needed to make the repairs to the hydraulic wiper system. The City's standard procurement agreement contains many standard terms and conditions that do not apply to a parts order. Amendment No. 1 is the mechanism by which these terms and conditions have been modified or removed from the original Agreement. The Agreement and Amendment will be approved concurrently.

Financial Considerations

Funds for the procurement of UV parts will come from the FY20 Wastewater Fund.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Resolution

Amendment No. 1 with Attachment "A"

**AMENDMENT NO. 1 TO THE PROCUREMENT AGREEMENT
("AMENDMENT")**

This Amendment to the Procurement Agreement ("Amendment") is entered into on this 7th day of January, 2020, by and between the following parties:

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

2. DC Frost Associates, Inc. ("Contractor"), 2855 Mitchell Drive, Suite 215, Walnut Creek, California, 94598.

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

RECITALS

A. On January 7, 2020, the City and Contractor entered into a *Procurement Agreement* ("Agreement") for Ultra Violet System parts.

B. The Contractor has requested revisions to the Agreement, General Conditions, and Supplementary Conditions as they are only providing parts, and not services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PAGE 2 OF THE AGREEMENT, ARTICLE 4. CONTRACT TIME.

Article 4.1 which begins with "All Shop Drawings" is deleted in its entirety.

Article 4.3 which begins with "Liquidated Damages" is deleted in its entirety.

3. AMENDMENT TO PAGE 2 OF THE AGREEMENT, ARTICLE 6. PAYMENT PROCEDURES.

Article 6. Payment Procedures is deleted in its entirety and replaced with the following:

Payment terms are net 45 days after receipt of the order.

4. AMENDMENT TO PAGE 4 OF THE AGREEMENT, ARTICLE 9. PROCUREMENT DOCUMENTS.

Article 9.4 which begins with “Certificate of Insurance” is deleted in its entirety.

Article 9.10 which begins with “Shop Drawings and other Submittals” is deleted in its entirety.

5. AMENDMENT TO PAGE 4 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 2.3 Schedules which begins with “Contractor shall, within ten (10) days” is deleted in its entirety.

6. AMENDMENT TO PAGES 5 AND 6 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 5.1, last sentence, which begins with “All transportation charges” is deleted and replaced with “Contractor shall give 24-hour notice of delivery by contacting the Wastewater Treatment Plant at (307) 235-8479.”

Article 5.4 which begins with “Contractor shall deliver the Goods” is deleted in its entirety.

Article 5.4.1 which begins with “Owner will not be obligated” is deleted in its entirety.

Article 5.4.2 which begins with “Owner may by Change Order” is deleted in its entirety.

Article 5.5 which begins with “Owner, accompanied by Engineer” is deleted in its entirety and replaced with “All Trojan parts delivered to the site must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc., in writing and including pictures of the damage.”

7. AMENDMENT TO PAGES 7, 8, AND 9 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 6. Applications for Payment is deleted in its entirety and replaced with “Payment terms are net 45 days after receipt of the order.”

8. AMENDMENT TO ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES ON PAGES 11, 12, AND 13 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 7.6 which begins with “Contractor shall pay all sales” is deleted in its entirety.

Article 7.7 which begins with “Contractor shall also submit to Engineer” is deleted in its entirety.

Article 7.8 which begins with “At the time of each submission” is deleted in its entirety.

Article 7.9 which begins with “Engineer will review and approve” is deleted in its entirety.

Article 7.10 which begins with “When a Shop Drawing or sample” is deleted in its entirety.

Article 7.11 which begins with “Engineer’s review and approval” is deleted in its entirety.

Article 7.13 which begins with “Contractor shall provide Engineer” is deleted in its entirety.

9. AMENDMENT TO ARTICLE 8 – OWNER’S RESPONSIBILITY ON PAGE 13 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 8.4 which begins with “Owner’s responsibility in respect” is deleted in its entirety and replaced with “All Trojan parts delivered to the site must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc., in writing and including pictures of the damage. No reduction in the Contract Price will be allowed if part is replaced in kind.”

Article 8.5 which begins with “Owner shall provide Contractor” is deleted in its entirety.

10. AMENDMENT TO ARTICLE 9 – ENGINEER’S STATUS ON PAGES 13 AND 14 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 9.3 which begins with “Engineer will have authority to disapprove” is deleted in its entirety and replaced with “All Trojan parts delivered to the site must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc., in writing and

including pictures of the damage. No reduction in the Contract Price will be allowed if part is replaced in kind.”

Article 9.4 which begins with “Engineer will be the initial interpreter of the requirements” is deleted in its entirety.

Article 9.5 which begins with “The rendering of a decision by Engineer” is deleted in its entirety and replaced with “Payment terms are Net 45 days.”

Article 9.6 which begins “Engineer will not make visits” is deleted in its entirety.

11. AMENDMENT TO PAGE 15 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 10 – Changes in the Goods or Special Services is deleted in its entirety and replaced with “If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees.”

12. AMENDMENT TO ARTICLE 12 – CHANGE OF CONTRACT TIME ON PAGE 16 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 12.1 which begins with “The Contract Time may only be changed” is deleted in its entirety and replaced with “If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees.”

Article 12.2 which begins with “The Contract Time will be extended” is deleted in its entirety.

13. AMENDMENT TO ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE ON PAGES 16, 17, AND 18 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 13.3 which begins with “Contractor shall give Engineer timely notice” is deleted in its entirety.

Article 13.4 which begins with “If at any time after Owner’s acceptance” is deleted in its entirety and replaced with “All Trojan parts delivered to the sited must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc. in writing and including pictures of the damage. No reduction in the Contract Price will be allowed if part is replaced in kind.”

Article 13.5 which begins with “If Contractor fails to take action as required” is deleted in its entirety.

Article 13.6 which begins with “Contractor’s responsibility for remedying” is deleted in its entirety and replaced with “Warranty begins when parts are shipped from Trojan’s warehouse. See Attachment “A” which is hereby made a part of the Amendment.”

Article 13.7 which begins with “If, at any time Engineer notifies” is deleted in its entirety.

Article 13.8 which begins with “All direct, indirect, and consequential costs” is deleted in its entirety.

14. AMENDMENT TO ARTICLE 14 – SUSPENSION, CANCELLATION, AND TERMINATION ON PAGES 18 AND 19 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 14.1 which begins with “Owner may, at any time and without cause” is deleted in its entirety and replaced with “Once the order has been accepted and shipped the order cannot be suspended. If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees.

Article 14.2 which begins with “Owner may, at any time without cause” is deleted in its entirety and replaced with “Once the order has been accepted and shipped the order cannot be suspended. If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees.”

Article 14.3.6 last paragraph which begins “Owner may, after giving Contractor” is deleted in its entirety and replaced with “Once the order has been accepted and shipped the order cannot be suspended. If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees.”

15. AMENDMENT TO PAGES 21 AND 22 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 16 – Miscellaneous is deleted in its entirety.

16. AMENDMENT TO STANDARD PROCUREMENT SUPPLEMENTARY CONDITIONS

S.C. – 1.0.1 which begins with “The Bid Bond shall be submitted” is deleted in its entirety.

S.C. – 6.3 which begins with “Delete Paragraph 6.3 of the Procurement General Conditions” is deleted in its entirety.

S.C. – 6.5 which begins with “Add the following subparagraph” is deleted in its entirety and is replaced with “All payment terms are Net 45-days.”

S.C. – 6.6 which begins with “Delete Paragraph 6.6 of the Procurement General Conditions” is deleted in its entirety and replaced with “All Trojan parts delivered to the site must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc., in writing and including pictures of the damage. No reduction in the Contract Price will be allowed if part is replaced in kind.

S.C. – 15.1 which begins with “Delete the Paragraph 15.1 of the Procurement General Conditions” is deleted in its entirety.

RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

APPROVED AS TO FORM

Walter Trust

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
DC Frost Associates, Inc.
2855 Mitchell Drive, Suite 215
Walnut Creek, California 94598

By: 

By: 

Printed Name: BRAD LEIDECKER

Printed Name: Dewey Roode

Title: SALES ENGINEER

Title: President.

**Equipment Limited Warranty
Casper, WY – Wiper Drive Bar Upgrade**

The following terms and conditions will govern the equipment warranty provided by Trojan Technologies to the Owner/Operator:

Period of Coverage: Trojan Technologies ("Trojan") warrants to the Owner/Operator noted above (the "Customer") that if within 12 calendar months from equipment delivery (the "Warranty Period"), equipment manufactured by Trojan (the "Equipment") will be free from defects in material and workmanship and will function in accordance with the specifications agreed to by Trojan for the Equipment.

Customer must notify Trojan in writing within 5 days of the date of any Equipment failure. This notification shall include a description of the problem, a copy of the operator's log, a copy of the Customer's maintenance record and any analytical results detailing the problem. If Customer has not maintained the operator's log and maintenance record in the manner directed in the Operation and Maintenance manual, or does not notify Trojan of the problem as specified above, this warranty may, in Trojan's discretion, be invalid.

If a defect occurs, Trojan will, at its option, repair or replace the defective component free of charge, provided that:

1. Customer fully cooperates with Trojan, in the manner requested by Trojan, in attempting to diagnose and resolve the problem by way of telephone support. If the problem can be diagnosed and verified by telephone support and a replacement part is required, Trojan will either ship at Trojan's expense, a repaired, reworked or new part to the Customer, who will install such part as directed by Trojan, or direct Customer to acquire, at Trojan's expense, such part from a third party and to install such part as directed by Trojan;
2. In the event that Trojan determines that the problem cannot be resolved by way of telephone support and/or shipment by Trojan, or acquisition by the Customer of a replacement part for installation by the Customer, Trojan will send one or more persons to make an onsite inspection of the problem. If an onsite visit is made, Trojan personnel will evaluate the problem and repair or replace any Equipment determined to be in breach of this warranty. If the problem is not attributable to a breach of this warranty, Trojan reserves the right to invoice the Customer for this service; and
3. The Equipment is covered and the failure occurs within the Warranty Period

Trojan will, at its option, use new and/or reconditioned parts in performing warranty repair. Trojan has the right to use parts or products of original or improved design in the repair or replacement.

The products or general components replaced or repaired free of charge under the Equipment Limited Warranty are warranted only for the *remaining* portion of the original Equipment Limited Warranty Period.

Limitations: This warranty shall not apply to any failure or defect which results from:

- the Equipment not being operated and maintained in strict accordance with instructions specified in the Operation and Maintenance manual or Product Bulletin or which results from mishandling, misuse, neglect, improper storage, improper operation of the Equipment with other equipment furnished by the Customer or by other third parties or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Trojan.
- Equipment that has been altered or repaired after start-up by anyone except: (a) authorized representatives of Trojan, or (b) Customer acting under specific written instructions from Trojan.
- Use of parts not supplied or approved by Trojan

This warranty does not cover:

- Equipment components manufactured by third parties but furnished to Customer by Trojan are warranted by the original manufacturer, only to the extent of the original manufacturer's warranty
- Normal wear and tear of the product
- Consumable components including but not limited to wiper seals, cleaning chemical, batteries
- Trojan supplied components that are the subject of a separate warranty
- Costs related to removal, installation, or troubleshooting of a component
- Physical damage
- Improper installation
- Acts of God, terrorism, biological infestations, or input voltage that create operating conditions beyond the minimum or maximum limits listed in the Operations Manual including high input voltage from generators and lightning strikes
- Damage caused by improper return packaging
- Taxes, duties or brokerage fees (if any)

This warranty is the exclusive remedy for all claims based on a failure of or defect in the Equipment, whether the claim is based on contract (including fundamental breach), tort (including negligence), strict liability or otherwise. This warranty is in lieu of all other warranties whether written, oral, implied or statutory. Without limitation, no warranty of merchantability or fitness for a particular purpose shall apply to the Equipment.

Trojan does not assume any liability for personal injury or property damage caused by use or misuse of the Equipment. Trojan shall not in any event be liable for special, incidental, indirect or consequential damages including, without limitation, lost profits, lost business opportunities, lost revenue or loss or depreciation of goodwill, even if it has been advised of the possibility thereof. Trojan's liability shall, in all instances, be limited to repair or replacement of Equipment in breach of this warranty and shall not exceed the cost of such repair or replacement. This liability with respect to repair or replacement will terminate upon the expiration date of this warranty.

In addition to the foregoing, in no event shall Trojan's liability relating to the Equipment, or the agreement between Trojan and the Customer relating to the Equipment, exceed that portion of the purchase price for the Equipment which is actually paid to Trojan.

RESOLUTION NO.20-13

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE PROCUREMENT AGREEMENT WITH DC FROST ASSOCIATES, INC. FOR THE PURCHASE OF ULTRA VIOLET (UV) DISINFECTION SYSTEM WIPER KITS.

WHEREAS, DC Frost Associates, Inc., under a procurement agreement, is providing UV disinfection system wiper kits for use at the City of Casper Wastewater Treatment Plant; and,

WHEREAS, many of the Agreement terms and conditions do not apply to a standard parts order; and,

WHEREAS, the parties desire to amend the Agreement as described in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Procurement Agreement between the City of Casper and DC Frost Associates, Inc., for purchase of the UV disinfection system wiper kits.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

December 4, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk

SUBJECT: Designating the Casper Journal and the Casper Star-Tribune as the City's Official Newspapers for the Calendar Year 2020.

Meeting Type and Date:
Regular Council Meeting
January 7, 2020

Action Type: Minute Action

Recommendation:
That Council, by minute action, designate the Casper Journal and the Casper Star-Tribune as the City's official newspaper for the calendar year 2020.

Summary:
Staff recommends that the City Council designate the following named newspapers as the official newspapers for the calendar year 2020:

Casper Journal
Casper Star-Tribune

Wyoming State Statute §15-1-110 states the governing body of any city or town shall designate a legal newspaper and publish once therein the minutes of all regular and special meetings of the governing body and the titles of all ordinances passed.

Financial Considerations:
No financial considerations.

Oversight/Project Responsibility:
Fleur Tremel, City Clerk

Attachments:
None

December 20, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tom Pitlick, Financial Services Director *TP*
SUBJECT: Designation of Official Depositories

Meeting Type & Date
Regular Council Meeting
January 7, 2020

Action Type
Minute Action

Recommendation:

That Council, by minute action, designate the following banks as approved depositories of City of Casper funds for calendar year 2020:

First Interstate Bank	USbank	Platte Valley Bank
Hilltop National Bank	ANB Bank	

Summary:

Wyoming State Statute 9-4-817 requires all municipal governments to formally designate financial depositories. The depository must be recognized by the State Treasurer as an approved depository (WSS 9-4-803,806-807), and deposits must either be fully insured by the Federal Deposit Insurance Corporation or they must be secured with a pledge of collateral that is at least equal to the amount of the deposit.

The above banking institutions have made formal application to become a designated depository for City of Casper funds. All are eligible to be designated as depositories as determined by the State Treasurer and have met all other statutory requirements. The designation of a depository by Council does not necessarily imply that a business relationship will be formed with each bank but does allow for financial transactions to take place with them should it be deemed beneficial to the City.

Financial Considerations

None

Oversight/Project Responsibility

Tom Pitlick, Financial Services Director

Attachments:

-Letters of Application/Resolutions



401 North 31st Street
Billings, MT 59101
406-255-5000

December 18, 2019

First Interstate Bank 2019 Application for Public Funds.

To Whom It May Concern

First Interstate Bank will submit its Application for Deposit of Public Funds to our Bank Board of Director on January 15 , 2020.

We anticipate no changes to its adoption at this time.

If there is any additional information that you need, please let us know. Thanks

A handwritten signature in blue ink, appearing to read 'Larry Johns', written over a faint, illegible printed name.

Larry Johns
Treasurer
First Interstate Bank



401 North 31st Street
Billings, MT 59101
406-255-5000

January 31, 2019

City of Casper
200 N David
Casper, WY 82601

RE: 2019 Application for Public Funds

To Whom It May Concern:

Please accept First Interstate Bank's application for the deposit of Public Funds accounts. Your deposits are insured to a balance of \$250,000.00 by the Federal Deposit Insurance Corporation. We will be happy to pledge additional securities as necessary to cover increasing deposit balances.

Enclosed, please find a certified copy of the Board of Directors Public Funds Resolution which was passed at the annual meeting on January 23, 2019. This document authorizes First Interstate Bank to accept Public Funds Deposits and authorizes certain officers to furnish collateral security for such deposits. Also enclosed is the Application for Public Funds and a copy of the year end RC Schedule from the Call Report.

May we take this opportunity to express our appreciation for your past patronage, and we look forward to serving you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sara Toavs'.

Sara Toavs
Treasury Operations
First Interstate Bank
406-255-5201

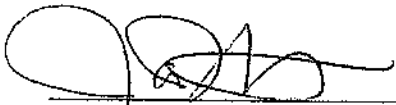
**APPLICATION FOR DEPOSIT OF PUBLIC FUNDS
FOR THE YEAR 2019**

To Whom It May Concern:

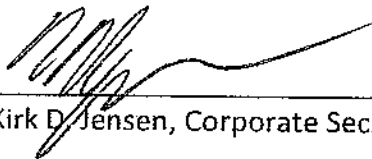
In connection with State Requirements, formal application is hereby made by First Interstate Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Montana and having its office and principal place of business in the City of Billings in the State of Montana, to be designated an authorized Public Depository.

First Interstate Bank agrees to furnish and pledge securities as provided for in Wyoming Statute 9-4-821 to be assigned to the entity as security for the safekeeping and prompt payment of all public monies that may be deposited with the entity and for the faithful performance of its duties under the aforesaid law as such depository.

By order of the Board of Directors



James R. Scott, Chairman



Kirk D. Jensen, Corporate Secretary

FIRST INTERSTATE BANK

DATE APPROVED BY BOARD-JANUARY 23, 2019

PUBLIC FUNDS RESOLUTION

WHEREAS, it is necessary for First Interstate Bank to properly secure the political division or subdivision for all monies deposited in the bank by the Treasurer of the political division or subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, The Treasurer may, when furnished proper security, carry an unlimited credit balance with the bank; and

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the depository bank that any two of the following named persons, officers of the bank, are authorized and empowered to pledge to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon:¹

Larry Johns	Treasurer
Kevin Riley	President and Chief Executive Officer
Marcy Mutch	Chief Financial Officer

BE IT FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer requires, and any collateral pledge agreement executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this Bank.

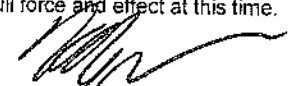
The Board agrees that the authority herein granted is irrevocable, and the depository hereby for itself, its successors and assigns, ratified and confirms whatever said attorney shall do by virtue of this authorization.

SEAL



James F. Scott, Chairman

I, the undersigned, Secretary of First Interstate Bank, a Corporation, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly ratified by the Board of Directors of said Corporation, at a meeting of said Board duly called and held, and at which a quorum of said Board was present on the 23rd day of January, 2019, and that said resolution is duly entered upon the minute book of said Corporation, and that it is in full force and effect at this time.



Kirk Jensen

¹The Officer certifying this resolution shall have such authority and shall not be designated under numbered paragraph 3 above.

This letter is our response to the November 20th request for evidence that Hilltop Bank meets the requirements of Wyoming Statutes Title 9, Chapter 4, Article 8.

Hilltop Bank meets all of the requirements listed pursuant to Wyoming Statutes

**TITLE 9 - ADMINISTRATION OF THE GOVERNMENT
CHAPTER 4 - PUBLIC FUNDS
ARTICLE 8 - DEPOSITS AND DEPOSITORIES**

Statute 9-4-801. *Board of deposits; creation; composition; records; meetings; general duties.*

Hilltop Bank is listed as an eligible state depository as designated by the Wyoming State Board of Deposits.

Attachment 1

Statute 9-4-805. *Deposit of state money in approved depositories; other acceptable security.*

Statute 9-4-821. *Deposits by political subdivisions; security in lieu of surety bonds.*

Hilltop Bank has pledged securities available for deposits held by the State of Wyoming, its political subdivisions, non-profit organizations or any other entity that would be subject to Wyoming Statutes Title 9, Chapter 4, Article 8.

Statute 9-4-806. *Deposit of state money in approved depositories; bank resolution.*

The Board of Directors of Hilltop Bank annually review and approve, by resolution, its policy to hold deposits subject to Wyoming Statutes Title 9, Chapter 4, Article 8.

Attachment 2

In addition to meeting the requirements set for in Wyoming Statutes Title 9, Chapter 4, Article 8, Hilltop Bank meets all requirements listed below.

- ✓ FDIC insured
- ✓ PCI compliant
- ✓ Has a cash management system with on-line banking including the ability to perform balance inquiries, transfers, stop payments, paid check status inquiries, etc.
- ✓ Has access to the Federal Reserve System (FRS). Institution must be a member of (or have access to) the FRS and have access to all FRS services.
- ✓ Is in compliance with all applicable laws, rules, regulations, and ordinances of the federal government, state of Wyoming and Natrona County, Wyoming.
- ✓ Has multiple offices located throughout the City of Casper.
- ✓ Corporate headquarters located within the City of Casper.

State Banks eligible to be designated as State Depositories

as of June 30, 2019

Financial Institution	City or Town
ANB Bank	Buffalo, Casper, Cheyenne, Gillette, Laramie, Worland
Bank of Bridger NA	Greybull, Lovell, Powell, Thermopolis
Bank Of Commerce	Rawlins
Bank of Jackson Hole	Alpine, Dubois, Jackson, Pinedale, Teton Village, Wilson
Bank of Star Valley	Afton, Alpine, Thayne
Bank of the West	Big Piney, Casper, Cheyenne, Cody, Douglas, Evanston, Gillette, Green River, Jackson, Kemmerer, Lander, Laramie, Lusk, Meeteetse, Rawlins, Riverton, Rock Springs, Saratoga, Sheridan, Wheatland, Worland
Banner Capital Bank	Cheyenne, Guernsey
Big Horn Federal Savings Bank	Cody, Greybull, Lovell, Powell, Thermopolis, Worland
Buffalo Federal Bank	Bank of Buffalo, Bank of Gillette, Bank of Sheridan
Central Bank and Trust	Cheyenne, Ft Washakie, Lander, Riverton, Thermopolis
Cheyenne State Bank	Cheyenne
Commerce Bank of Wyoming, a branch of Nebraska	Rock Springs
Converse County Bank	Douglas
Cowboy State Bank	Ranchester, Sheridan
Farmers State Bank	Pine Bluffs
First Federal Bank & Trust	Sheridan
First Interstate Bank	Buffalo, Casper, Cheyenne, Gillette, Jackson, Lander, Laramie, Riverton, Sheridan
First National Bank of Gillette	Gillette
First Northern Bank Of Wyoming	Buffalo, Gillette, Sheridan
First State Bank of Newcastle	Newcastle
First Western Trust Bank	Jackson Hole
FirsTier Bank	Cheyenne, Upton
Glacier Bank	Afton, Alpine, Cody, Evanston, Guernsey, Kemmerer, Mountain View, Lovell, Pinedale, Powell, Rock Springs, Torrington, Wheatland

Financial Institution	City or Town
Hilltop National Bank	Casper, Glenrock
Jonah Bank of Wyoming	Casper, Cheyenne
Lusk State Bank	Lusk
Pinnacle Bank - Wyoming	Cheyenne, Cody, Gillette, Moorcroft, Newcastle, Thermopolis, Torrington, Worland
Platte Valley Bank	Casper, Cheyenne, Evansville, Torrington, Wheatland,
Points West Community Bank	Douglas, Lingle, Pine Bluffs, Torrington
RNB State Bank	Hanna, Rawlins, Saratoga
Rocky Mountain Bank	Jackson, Pinedale, Rock Springs
Rolling Hills Bank & Trust	Wheatland
Security State Bank	Basin, Greybull, Gillette, Sheridan, Worland
State Bank	Green River, Rock Springs
Summit National Bank	Hulett
Sundance State Bank	Sundance
Uinta Bank	Evanston, Mountain View, Rock Springs
US Bank NA	Casper, Cheyenne, Cody, Evanston, Gillette, Green River, Jackson, Lander, Laramie, Riverton, Rock Springs, Sheridan, Torrington, Worland
Wells Fargo Bank	Afton, Casper, Cheyenne, Cody, Dubois, Evanston, Gillette, Green River, Jackson, Laramie, Lyman, Pinedale, Powell, Riverton, Rock Springs, Sheridan, Thayne, Wheatland, Wilson
Western States Bank	Cheyenne, Laramie
Wyoming Bank & Trust	Burns, Cheyenne
Wyoming Community Bank	Lander, Riverton

RESOLUTION
DEPOSIT OF PUBLIC FUNDS

April 30, 2019

WHEREAS, it is necessary for Hilltop National Bank, of Casper, Wyoming, to properly secure the Treasurer of the following governmental entities and agencies:

City of Casper, Wyoming

hereinafter referred to individually or as a group as "political division or subdivision", for all monies deposited in the Bank by the Treasurer of the political division or subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the Bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposit; and

WHEREAS, the Treasurer may, when furnished proper security, carry a maximum credit balance with the Bank of up to Twenty Million Dollars (\$20,000,000.00); and

WHEREAS, the Treasurer is willing to receive securities designated by the laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Hilltop National Bank, Casper, Wyoming, that any one of the following named officers and agents of the Bank is authorized and empowered to pledge to the Treasurer of the political division or subdivision, securities of this Bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon:

Gregory E. Dixon, President
Richard M. Tinnon, Senior Vice President/Chief Financial Officer
Brad A. White, Vice President/Operations
Ashlie E. Bohman, Manager - Deposit Operations
Cindy L. Scott, Operations Assistant

BE IT FURTHER RESOLVED that this authority given to the officers and agents of the Bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the Bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, a verified copy of which shall be delivered by a representative of the Bank to the Treasurer or mailed to the Treasurer by certified mail, return receipt requested. The right given the officers or agents named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED, that the bank officers and agents named herein are fully authorized and empowered to execute in the name of the Bank such collateral pledge agreement in favor of the Treasurer as the Treasurer requires, and any collateral pledge agreement executed or any act done by the bank officers and agents named herein under the authority of this resolution shall be as binding and effective upon this Bank as though authorized by separate specific resolutions of the Board of Directors of this Bank.



US Bancorp Center BC-MN-H18U
800 Nicollet Mall
Minneapolis, MN 55402-7020

October 17, 2019

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

In conformity with Wyoming Statutes (9-4-818, 9-4-802, 9-4-806) formal application is hereby made by U.S. Bank National Association, operating in the state of Wyoming to be designated at a depository. The minutes of the **July 24, 2019** Board of Directors meeting are certified in the attached resolution.

U.S. Bank National Association will offer the following assets to be collateralized the deposits for **CITY OF CASPER** under all terms and conditions for future collateral agreement to be determined.

1. FHLB of Cincinnati Letter of Credit.
2. Federal National Mortgage Association – Mortgage Backed Securities.
3. Federal home Loan Mortgage Corporation – Mortgage Backed Securities.

Julie Niederer
Treasury Officer

Laurie Baker, Vice President
Government Banking - Relationship Manager



CERTIFIED RESOLUTIONS

I, Natasha M. Knack, Assistant Secretary of U.S. Bank National Association, Cincinnati, Ohio, a national banking association (the "Bank"), do certify that the following resolutions were adopted by the Board of Directors of U.S. Bank National Association on July 24, 2019 and that the same are in effect as of the date hereof and have not been modified, amended or revoked.

WHEREAS, state law requires governmental units to designate a federally insured national or state bank or thrift institution as a depository of funds;

WHEREAS, the City of Casper has designated the Bank, an FDIC insured depository institution, as depository of its public funds; and

WHEREAS, under state law, governmental units must require that their deposits in excess of the maximum amount of FDIC insurance on the deposit be secured by the pledge of eligible collateral ("Eligible Collateral"); and

WHEREAS, under state law, the total amount of the collateral computed at its market value shall be at least 100% deposit plus accrued interest at the close of the business day.

NOW, THEREFORE, it is hereby:

RESOLVED, that the Board of Directors hereby approves a pledge from the Bank's available collateral to secure the deposits in excess of the maximum amount of FDIC insurance on the deposits of the City of Casper, such Eligible Collateral being more particularly described in a Pledge Agreement and attached Written Assignment executed by the Bank in favor of the City of Casper.

RESOLVED FURTHER, that authority be given to the following officers of the Bank to furnish collateral to the Pledgee and such authority shall be continuing and shall be binding upon the Bank until the authority given to such officers is revoked or superseded by another resolution of this Board of Directors. This authority extends to furnishing collateral for additional deposits of public funds made from time to time by any and various state, municipal and other governmental bodies. The right given the officers named herein to pledge collateral also includes the right to give additional collateral and to withdraw such collateral as the Pledgee is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the market value of the substitute collateral is of equal or greater value.

John C. Stern, Executive Vice President
Lynn D. Flagstad, Senior Vice President
Patricia A. Finnemore, Vice President
Christina Eumurian, Assistant Vice President
Mary E. Holen, Treasury Officer
Laurie J. Luby, Treasury Officer
Julie A. Niederer, Treasury Officer

FURTHER RESOLVED, that the officers named herein are fully authorized and empowered to execute in the name of the Bank such collateral pledge agreement in favor of the Pledgee as required, and any collateral pledge agreement executed or any act done by the officers named herein under the authority of this Resolution shall be as binding and effective upon this Bank as though authorized by specific Resolution of the Board of Directors of this Bank.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of October, 2019.

(No corporate seal)

Natasha M. Knack, Assistant Secretary

Federal Financial Institutions Examination Council



**Consolidated Reports of Condition and Income for
 a Bank with Domestic and Foreign Offices—FFIEC 031**

Report at the close of business June 30, 2019

20190630
 (RCON 8999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); 12 U.S.C. §181 (National banks); and 12 U.S.C. §1464 (Savings associations).

This report form is to be filed by (1) banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities and (2) banks with domestic offices only and total consolidated assets of \$100 billion or more.

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

Director (Trustee)

Director (Trustee)

Director (Trustee)

Signature of Chief Financial Officer (or Equivalent)

July 30, 2019
 Date of Signature

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

- (a) Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- (b) Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at CDR.Help@ffiec.gov.

U.S. Bank National Association
 Legal Title of Bank (RSSD 9017)

Cincinnati
 City (RSSD 9130)

FDIC Certificate Number 6548
 (RSSD 9050)

OH 45202
 State Abbreviation (RSSD 9200) Zip Code (RSSD 9220)

Legal Entity Identifier (LEI)
6BYL5QZYBDK6S7L73M02
 (Report only if your institution already has an LEI.) (RCON 9224)

The estimated average burden associated with this information collection is 95.47 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Consolidated Report of Income for the period January 1, 2019–June 30, 2019

All Report of Income schedules are to be reported on a calendar year-to-date basis in thousands of dollars.

Schedule RI—Income Statement

	Dollar Amounts in Thousands		
	RIAD	Amount	
1. Interest income:			
a. Interest and fee income on loans:			
(1) In domestic offices:			
(a) Loans secured by real estate:			
(1) Loans secured by 1–4 family residential properties.....	4435	1,829,725	1.a.(1)(a)(1)
(2) All other loans secured by real estate.....	4436	947,814	1.a.(1)(a)(2)
(b) Loans to finance agricultural production and other loans to farmers.....	4024	17,568	1.a.(1)(b)
(c) Commercial and industrial loans.....	4012	1,753,279	1.a.(1)(c)
(d) Loans to individuals for household, family, and other personal expenditures:			
(1) Credit cards.....	B485	1,317,202	1.a.(1)(d)(1)
(2) Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	B486	715,958	1.a.(1)(d)(2)
(e) Loans to foreign governments and official institutions.....	4056	0	1.a.(1)(e)
(f) All other loans in domestic offices.....	B487	307,446	1.a.(1)(f)
(2) In foreign offices, Edge and Agreement subsidiaries, and IBFs.....	4059	6,181	1.a.(2)
(3) Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(2)).....	4010	6,895,173	1.a.(3)
b. Income from lease financing receivables.....	4085	298,702	1.b.
c. Interest income on balances due from depository institutions ⁽¹⁾	4115	55,994	1.c.
d. Interest and dividend income on securities:			
(1) U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities).....	B488	202,106	1.d.(1)
(2) Mortgage-backed securities.....	B489	1,121,315	1.d.(2)
(3) All other securities (includes securities issued by states and political subdivisions in the U.S.).....	4060	118,725	1.d.(3)
e. Interest income from trading assets.....	4069	4,088	1.e.
f. Interest income on federal funds sold and securities purchased under agreements to resell.....	4020	15,041	1.f.
g. Other interest income.....	4518	34,528	1.g.
h. Total interest income (sum of items 1.a.(3) through 1.g.).....	4107	8,745,672	1.h.
2. Interest expense:			
a. Interest on deposits:			
(1) Interest on deposits in domestic offices:			
(a) Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....	4508	59,962	2.a.(1)(a)
(b) Nontransaction accounts:			
(1) Savings deposits (includes MMDAs).....	0093	845,869	2.a.(1)(b)(1)
(2) Time deposits of \$250,000 or less.....	HK03	128,566	2.a.(1)(b)(2)
(3) Time deposits of more than \$250,000.....	HK04	190,397	2.a.(1)(b)(3)
(2) Interest on deposits in foreign offices, Edge and Agreement subsidiaries, and IBFs.....	4172	198,483	2.a.(2)
b. Expense of federal funds purchased and securities sold under agreements to repurchase.....	4180	19,873	2.b.
c. Interest on trading liabilities and other borrowed money.....	4185	468,481	2.c.

1. Includes interest income on time certificates of deposit not held for trading.

Schedule RI—Continued

	Dollar Amounts in Thousands		Year-to-date		
			RIAD	Amount	
2. Interest expense (continued):					
d. Interest on subordinated notes and debentures.....			4200	66,175	2.d.
e. Total interest expense (sum of items 2.a through 2.d).....			4073	2,077,776	2.e.
3. Net interest income (item 1.h minus 2.e).....	4074	6,667,896			3.
4. Provision for loan and lease losses (1).....	JJ93	763,245			4.
5. Noninterest income:					
a. Income from fiduciary activities (2).....			4070	665,296	5.a.
b. Service charges on deposit accounts.....			4060	663,811	5.b.
c. Trading revenue (3).....			A220	77,011	5.c.
d. (1) Fees and commissions from securities brokerage.....			C888	129,921	5.d.(1)
(2) Investment banking, advisory, and underwriting fees and commissions.....			C888	12,967	5.d.(2)
(3) Fees and commissions from annuity sales.....			C887	0	5.d.(3)
(4) Underwriting income from insurance and reinsurance activities.....			C386	623	5.d.(4)
(5) Income from other insurance activities.....			C387	1	5.d.(5)
e. Venture capital revenue.....			B491	0	5.e.
f. Net servicing fees.....			B492	126,086	5.f.
g. Net securitization income.....			B493	0	5.g.
h. Not applicable					
i. Net gains (losses) on sales of loans and leases.....			5416	169,317	5.i.
j. Net gains (losses) on sales of other real estate owned.....			5415	3,173	5.j.
k. Net gains (losses) on sales of other assets (4).....			B486	166,919	5.k.
l. Other noninterest income*.....			B487	2,577,319	5.l.
m. Total noninterest income (sum of items 5.a through 5.l).....	4079	4,592,456			5.m.
6. a. Realized gains (losses) on held-to-maturity securities.....	3521	0			6.a.
b. Realized gains (losses) on available-for-sale securities.....	3196	21,959			6.b.
7. Noninterest expense:					
a. Salaries and employee benefits.....			4135	3,644,938	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest).....			4217	551,317	7.b.
c. (1) Goodwill impairment losses.....			C216	0	7.c.(1)
(2) Amortization expense and impairment losses for other intangible assets.....			C232	130,915	7.c.(2)
d. Other noninterest expense*.....			4082	1,754,612	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d).....	4093	6,081,982			7.e.
8. a. Income (loss) before unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e).....	HT69	4,437,084			8.a.
b. Unrealized holding gains (losses) on equity securities not held for trading (5).....	HT70	25			8.b.
c. Income (loss) before applicable income taxes, and discontinued operations (sum of items 8.a and 8.b).....	4301	4,437,109			8.c.
9. Applicable income taxes (on item 8.c).....	4302	896,786			9.
10. Income (loss) before discontinued operations (item 8.c minus item 9).....	4300	3,540,323			10.
11. Discontinued operations, net of applicable income taxes*.....	FT28	0			11.
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11).....	G104	3,540,323			12.

* Describe on Schedule RI-E—Explanations.

1. Institutions that have adopted ASU 2016-13 should report in item 4 the provisions for credit losses on all financial assets that fall within the scope of the standard.
2. For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.
3. For banks required to complete Schedule RI, Memorandum Item 8, trading revenue reported in Schedule RI, item 5.c, must equal the sum of Memorandum Items 8.a through 8.e.
4. Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale securities.
5. Item 8.b is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the Instructions for further detail on ASU 2016-01.

Schedule RI—Continued

	Dollar Amounts in Thousands		Year-to-date		
	RIAD	Amount	RIAD	Amount	
13. LESS: Net income (loss) attributable to noncontrolling (minority) interests (if net income, report as a positive value; if net loss, report as a negative value).....	G103	19,692			13.
14. Net income (loss) attributable to bank (item 12 minus item 13).....	4340	3,520,631			14.

Memoranda

	Dollar Amounts in Thousands		Year-to-date		
	RIAD	Amount	RIAD	Amount	
1. Interest expense incurred to carry tax-exempt securities, loans, and leases acquired after August 7, 1986, that is not deductible for federal income tax purposes.....	4513	36,607			M.1.
<i>Memorandum item 2 is to be completed by banks with \$1 billion or more in total assets (1)</i>					
2. Income from the sale and servicing of mutual funds and annuities in domestic offices (included in Schedule RI, item 8).....	8431	107,784			M.2.
3. Income on tax-exempt loans and leases to states and political subdivisions in the U.S. (included in Schedule RI, items 1.a and 1.b).....	4313	153,073			M.3.
4. Income on tax-exempt securities issued by states and political subdivisions in the U.S. (included in Schedule RI, item 1.d.(3)).....	4507	109,992			M.4.
5. Number of full-time equivalent employees at end of current period (round to nearest whole number).....	4150	70,769			M.5.
6. Not applicable					
7. If the reporting institution has applied push down accounting this calendar year, report the date of the institution's acquisition (see instructions) (2).....	9106	00000000			M.7.
8. Trading revenue (from cash instruments and derivative instruments) (sum of Memorandum items 8.a through 8.e must equal Schedule RI, item 5.c):					
<i>Memorandum items 8.a through 8.e are to be completed by banks that reported total trading assets of \$10 million or more for any quarter of the preceding calendar year.</i>					
a. Interest rate exposures.....	8757	45,551			M.8.a.
b. Foreign exchange exposures.....	8758	39,139			M.8.b.
c. Equity security and index exposures.....	8759	0			M.8.c.
d. Commodity and other exposures.....	8760	0			M.8.d.
e. Credit exposures.....	F186	(7,680)			M.8.e.
<i>Memorandum items 8.f through 8.h are to be completed by banks with \$100 billion or more in total assets that are required to complete Schedule RI, Memorandum items 8.a through 8.e, above. (1)</i>					
f. Impact on trading revenue of changes in the creditworthiness of the bank's derivatives counterparties on the bank's derivative assets (year-to-date changes) (included in Memorandum items 8.a through 8.e above):					
(1) Gross credit valuation adjustment (CVA).....	FT36	(7,402)			M.8.f.(1)
(2) CVA hedge.....	FT37	7,307			M.8.f.(2)
g. Impact on trading revenue of changes in the creditworthiness of the bank on the bank's derivative liabilities (year-to-date changes) (included in Memorandum items 8.a through 8.e above):					
(1) Gross debit valuation adjustment (DVA).....	FT38	(995)			M.8.g.(1)
(2) DVA hedge.....	FT39	2,725			M.8.g.(2)
h. Gross trading revenue, before including positive or negative net CVA and net DVA.....	FT40	67,795			M.8.h.

1. The asset-size tests are based on the total assets reported in the June 30, 2018, Report of Condition.
2. Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2019, would report 20190301.

Schedule RI—Continued

Memoranda—Continued

	Dollar Amounts in Thousands		Year-to-date		
	RIAD	Amount	RIAD	Amount	
<i>Memorandum items 9, a and 9, b are to be completed by banks with \$10 billion or more in total assets (1)</i>					
9. Net gains (losses) recognized in earnings on credit derivatives that economically hedge credit exposures held outside the trading account:					
a. Net gains (losses) on credit derivatives held for trading.....	C889	(364)			M.9.a.
b. Net gains (losses) on credit derivatives held for purposes other than trading.....	C890	(311)			M.9.b.
10. Credit losses on derivatives (see instructions).....	A251	0			M.10.
11. Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?.....	RIAD	Yes	No		
	A530		X		M.11.
<i>Memorandum item 12 is to be completed by banks that are required to complete Schedule RC-C, Part I, Memorandum items 8.b and 8.c, and is to be completed semiannually in the June and December Reports only.</i>					
12. Noncash income from negative amortization on closed-end loans secured by 1-4 family residential properties (included in Schedule RI, item 1.a.(1)(a)(1)).....	RIAD	Amount			
	F228	0			M.12.
<i>Memorandum item 13 is to be completed by banks that have elected to account for assets and liabilities under a fair value option.</i>					
13. Net gains (losses) recognized in earnings on assets and liabilities that are reported at fair value under a fair value option:					
a. Net gains (losses) on assets:.....	F851	(443,363)			M.13.a.
(1) Estimated net gains (losses) on loans attributable to changes in instrument-specific credit risk.....	F552	(33)			M.13.a.(1)
b. Net gains (losses) on liabilities.....	F553	0			M.13.b.
(1) Estimated net gains (losses) on liabilities attributable to changes in instrument-specific credit risk.....	F554	0			M.13.b.(1)
14. Other-than-temporary impairment losses on held-to-maturity and available-for-sale debt securities recognized in earnings (included in Schedule RI, items 6.a and 6.b)(2).....	J321	495			M.14.
<i>Memorandum item 15 is to be completed by institutions with \$1 billion or more in total assets (1) that answered "Yes" to Schedule RC-E, Part I, Memorandum item 5.</i>					
15. Components of service charges on deposit accounts in domestic offices (sum of Memorandum items 15.a through 15.d must equal Schedule RI, item 5.b):					
a. Consumer overdraft-related service charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	H032	226,044			M.15.a.
b. Consumer account periodic maintenance charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	H033	88,139			M.15.b.
c. Consumer customer automated teller machine (ATM) fees levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use.....	H034	16,734			M.15.c.
d. All other service charges on deposit accounts.....	H035	332,894			M.15.d.

1. The asset-size tests are based on the total assets reported in the June 30, 2018, Report of Condition.
2. Memorandum item 14 is to be completed only by institutions that have not adopted ASU 2016-13.

Consolidated Report of Condition for Insured Banks and Savings Associations for June 30, 2019

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

		Dollar Amounts in Thousands		RCFD	Amount	
Assets						
1.	Cash and balances due from depository institutions (from Schedule RC-A):					
	a. Noninterest-bearing balances and currency and coin (1).....	0081			4,411,045	1.a.
	b. Interest-bearing balances (2).....	0071			12,357,473	1.b.
2.	Securities:					
	a. Held-to-maturity securities (from Schedule RC-B, column A) (3).....	JJ34			46,383,112	2.a.
	b. Available-for-sale securities (from Schedule RC-B, column D).....	1773			68,426,228	2.b.
	c. Equity securities with readily determinable fair values not held for trading (4).....	JA22			4,181	2.c.
3.	Federal funds sold and securities purchased under agreements to resell:					
	a. Federal funds sold in domestic offices.....	RCON	B987		1,694	3.a.
	b. Securities purchased under agreements to resell (5,6).....	RCFD	B989		3,735,925	3.b.
4.	Loans and lease financing receivables (from Schedule RC-C):			RCFD		
	a. Loans and leases held for sale.....			5369	3,819,316	4.a.
	b. Loans and leases held for investment.....	B528	291,949,697			4.b.
	c. LESS: Allowance for loan and lease losses (7).....	3123	4,019,265			4.c.
	d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c).....	B529			287,930,432	4.d.
5.	Trading assets (from Schedule RC-D).....	3545			1,882,505	5.
6.	Premises and fixed assets (including capitalized leases).....	2145			3,682,296	6.
7.	Other real estate owned (from Schedule RC-M).....	2150			88,025	7.
8.	Investments in unconsolidated subsidiaries and associated companies.....	2130			69,542	8.
9.	Direct and indirect investments in real estate ventures.....	3656			0	9.
10.	Intangible assets (from Schedule RC-M).....	2143			12,794,810	10.
11.	Other assets (from Schedule RC-F) (8).....	2160			27,551,585	11.
12.	Total assets (sum of items 1 through 11).....	2170			473,138,169	12.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Institutions that have adopted ASU 2016-13 should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.
4. Item 2.c is to be completed only by institutions that have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See the instructions for further detail on ASU 2016-01.
5. Includes all securities resale agreements, regardless of maturity.
6. Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
7. Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.

Schedule RC—Continued

		Dollar Amounts in Thousands		RCON	Amount	
Liabilities						
13. Deposits:						
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, Part I).....				2200	342,652,693	13.a.
(1) Noninterest-bearing (1).....		RCON	6631		76,464,853	13.a.(1)
(2) Interest-bearing.....		RCON	6636		266,187,840	13.a.(2)
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, Part II).....				RCFN		
(1) Noninterest-bearing.....		RCFN	6631		280,953	13.b.
(2) Interest-bearing.....		RCFN	6636		21,597,678	13.b.(1)
14. Federal funds purchased and securities sold under agreements to repurchase:						13.b.(2)
a. Federal funds purchased in domestic offices (2).....		RCON	B993		632,477	14.a.
b. Securities sold under agreements to repurchase (3).....		RCFD	B985		695,400	14.b.
15. Trading liabilities (from Schedule RC-D).....		RCFD	3548		639,668	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M).....		RCFD				
17. and 18. Not applicable				3190	37,212,247	16.
19. Subordinated notes and debentures (4).....				3200	3,800,000	19.
20. Other liabilities (from Schedule RC-G).....				2930	15,595,326	20.
21. Total liabilities (sum of items 13 through 20).....				2948	423,306,442	21.
22. Not applicable						
Equity Capital						
Bank Equity Capital						
23. Perpetual preferred stock and related surplus.....				3836	0	23.
24. Common stock.....				3230	18,200	24.
25. Surplus (exclude all surplus related to preferred stock).....				3839	14,266,915	25.
26. a. Retained earnings.....				3832	36,043,237	26.a.
b. Accumulated other comprehensive income (5).....				B530	(1,293,376)	26.b.
c. Other equity capital components (6).....				A130	0	26.c.
27. a. Total bank equity capital (sum of items 23 through 26.c).....				3210	49,034,976	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....				3600	796,751	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....				G105	49,831,727	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....				3300	473,138,169	29.

1. Includes noninterest-bearing demand, time, and savings deposits.
2. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
3. Includes all securities repurchase agreements, regardless of maturity.
4. Includes limited-life preferred stock and related surplus.
5. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.
6. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Schedule RC—Continued

Memoranda

To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2018.....

RCPD	Number
8724	NA

M.1.

- 1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution
- 1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution
- 2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

- 2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)
- 3 = This number is not to be used
- 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)
- 5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)
- 6 = Review of the bank's financial statements by external auditors
- 7 = Compilation of the bank's financial statements by external auditors
- 8 = Other audit procedures (excluding tax preparation work)
- 9 = No external audit work

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format).....

RCON	Date
8878	NA

M.2.

Application for Deposit of Public Funds

Casper, Wyoming

September 9, 2019

Natrona County, Casper, Wyoming:

Pursuant to the requirements of Wyoming Statutes Title 9, Chapter 4, Article 8, formal application is made by ANB Bank, a corporation organized and existing under the laws of Wyoming and having its office and principal place business in Casper, County of Natrona in the State of Wyoming to be a depository for municipal funds. The Bank is incorporated under the laws of the United States of America, and will offer securities up to the amount of unlimited dollars.

The bank offers the following described securities: Per Wyoming Statute 9-4-818

Total Amount: Unlimited

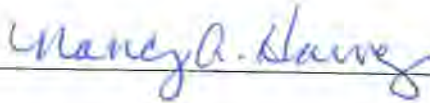
To be assigned and deposited with the City of Casper as security for the safekeeping and prompt payment of all public moneys that may be deposited with it by the administrative services director, and for the faithful performance of its duties under the law as such depository.

By Order of the Board of Directors

President: _____



Cashier: _____



RESOLUTION

WHEREAS, it is necessary for ANB Bank to properly secure the City of Casper for all monies deposited in the bank by the City of Casper Treasurer;

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits;

WHEREAS, the Treasurer may, when furnished proper security, carry a maximum credit balance with the bank of unlimited Dollars;

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ANB Bank that any two of the following named persons, officers of the bank, are authorized and empowered to pledge to the Treasurer securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon:

<u>Bank Officer's Name</u>	<u>Title</u>
<u>Kevin Paintner</u>	<u>Regional President</u>
<u>Susan Sturm</u>	<u>Senior Investment Officer and CFO</u>
<u>Joshua Ellis</u>	<u>Vice President -- Contoller</u>
<u>Patrick Flanary</u>	<u>Vice President -- Regional Sr. Operations Officer</u>
<u>Wendy Good</u>	<u>AVP/Accounting Officer</u>
<u>Cori Hodel</u>	<u>AVP/Accounting Officer</u>

BE IT FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of City of Casper as the Treasurer requires, and any collateral pledge agreement executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of this Bank.

CERTIFICATION

I, John F Knoeckel, Secretary of ANB Bank do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of said bank at a valid meeting thereof, held in its place of business this 19th day of August, 2019; that said Resolution has been included in the minutes of said meeting of the minutes book which constitutes a part of said Bank's permanent records and that the seal affixed thereto is the official corporate seal of said Bank.

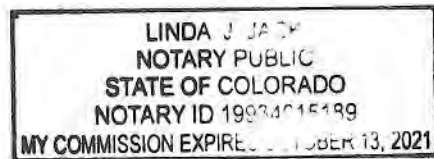
Dated this 30th day of August, 2019

John F. Knoeckel
(Signature)

Notary:

Subscribed and sworn to me this 30th day of August, 2019

Linda J. Jaeh
(Notary Signature)



(Affix Seal)



APPLICATION FOR DEPOSIT OF PUBLIC FUNDS


Tom Pitlick
City of Casper
200 North David Street
Casper, WY 82601

Dear Mr. Pitlick:

Pursuant to the requirements of W.S. 9-4-818, formal application is made by Platte Valley Bank, a corporation organized and existing under the laws of the State of Wyoming and having its office and principal place of business in Torrington, WY with Branch Offices in the City of Casper and in the County of Natrona to be designated a Public Depository.

The Bank will offer securities up to an unlimited amount to be assigned to and deposited as appropriate as security for the safekeeping and prompt payment of all public moneys that may be deposited with it by said Treasurer, and for the faithful performance of its duties under the law as such depository. As an alternative to securities, Platte Valley Bank may choose to provide a letter of credit from the Federal Home Loan Bank of Topeka pursuant to W.S. 9-4-805.

By order of the Board of Directors



Ronald E. Wright, President/COO



Mary Baker, Operations Officer

Dated November 25, 2019

**RESOLUTION
FOR
PLATTE VALLEY BANK, WYOMING**

I hereby certify that the following resolution was duly adopted at a meeting of the Board of Directors of Platte Valley Bank, (the "Institution") duly organized and existing under the laws of the State of Wyoming which meeting was duly called and held on the 12th day of December, 2018, and that the resolution is now in full force and effect and is not in conflict with any provisions in the certificate of incorporation, statutes, or bylaws of the Institution.

The following resolution was unanimously approved and adopted after a motion was made by Jeffrey S. Marsh and seconded by Patrick Collins.

WHEREAS, it is necessary for the Platte Valley Bank, Wyoming, hereinafter called Bank, to properly secure the Treasurer of the State of Wyoming or Treasurer of any Wyoming political division or subdivision, hereinafter called the Treasurer, for all monies deposited in said Bank by the Treasurer; and

WHEREAS, no deposit will be made in said Bank by said Treasurer unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the said Treasurer may, when furnished proper security, carry a maximum credit balance with said Bank as mutually agreed;

WHEREAS, the said Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for such deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of said depository Bank that any one of the following officers of said Bank are hereby authorized and empowered to pledge to the Treasurer such securities of this Bank as may be legal for collateral security for deposit of public funds, and which said Treasurer is willing to accept as collateral security, and in such amounts and at such time as the said Treasurer and Bank officers may agree upon:

President
Vice President

BE IT FURTHER RESOLVED that this authority given to said officers of the Bank named herein to furnish collateral security to said Treasurer shall be continuing and shall be binding upon said Bank until the authority given to the Bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of said Bank to said Treasurer or mailed to said Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the said Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the Bank officers named herein are fully authorized and empowered to execute in the name of said Bank such collateral pledge agreement in favor of the said Treasurer as the said Treasurer may require, and any collateral pledge agreement so executed or any act done by the Bank officers named herein under the authority of this Resolution shall be as binding and effective upon this Bank as though authorized by specific Resolution of the Board of Directors of this Bank.

Dated: January 15, 2019



PLATTE VALLEY BANK,

By: Victoria A. Groskopf-Jones
Victoria A. Groskopf-Jones, Assisting Secretary

2201 Main
Torrington, WY 82240-1057
ABA #102306699

EXECUTIVE SUMMARY REPORT

PLATTE VALLEY BANK
 TORRINGTON, WY
 FFIEC 051

Dollar Amounts in Thousands

	Dec 2018	Dec 2017
Total interest income	24,297	20,292
Total interest expense	3,528	2,368
Net interest income	20,769	17,924
Provision for loan and lease losses	2,090	2,303
Total noninterest income	2,454	1,280
Total noninterest expense	13,289	11,527
Income (loss) before appl income tax & discont operations	7,844	5,375
Applicable income taxes	1,504	2,338
Discontinued operations, net of applicable income taxes	0	0
LESS: Net income (loss) attrib to noncontrolling interests	0	0
Net income (loss) attributable to bank	6,340	3,037
Number of full-time equivalent employees	77	77
Total: Charge-offs	1,729	2,397
Total: Recoveries	269	450
Cash & balances due: Noninterest-bearing balances	4,735	2,926
Cash & balances due: Interest-bearing balances	4,491	3,666
Securities: Held-to-maturity securities	9,630	12,824
Securities: Available-for-sale securities	6,008	5,033
Securities: Equity w/ readily determ FVs not held for trdg	N/A	N/A
Federal funds sold	0	0
Securities purchased under agreements to resell	0	0
Loans and leases held for sale	0	1,099
Loans and leases held for investment	381,899	327,775
LESS: Allowance for loan and lease losses	6,720	6,090
Loans and leases held for investment, net of allowance	375,179	321,685
Trading assets	0	0
Premises and fixed assets (including capitalized leases)	13,683	13,960
Other real estate owned	1,453	1,256
Investments in unconsolidated subs & assoc companies	0	0
Direct and indirect investments in real estate ventures	0	0
Intangible assets	1,324	1,379
Other assets	8,788	9,093
Total assets	425,291	372,921
Deposits: In domestic offices	367,249	318,604
Noninterest-bearing	53,064	42,163
Interest-bearing	314,185	276,441
Federal funds purchased	0	0
Securities sold under agreements to repurchase	0	0
Trading liabilities	0	0
Other borrowed money	12,500	12,500
Subordinated notes and debentures	0	0
Other liabilities	2,711	2,565
Total liabilities	382,460	333,669

EXECUTIVE SUMMARY REPORT

PLATTE VALLEY BANK
 TORRINGTON, WY
 FFIEC 051

Dollar Amounts in Thousands

	Dec 2018	Dec 2017
Perpetual preferred stock and related surplus	0	0
Common stock	10	10
Surplus (excluding all surplus related to preferred stock)	19,074	19,074
Retained earnings	23,769	20,229
Accumulated other comprehensive income	-22	-61
Other equity capital components	0	0
Total bank equity capital	42,831	39,252
Noncontrolling (minority) interests in consolidated subs	0	0
Total equity capital	42,831	39,252
HTM: Amortized Cost: Total securities	9,630	12,824
HTM: Fair Value: Total securities	9,591	12,800
AFS: Amortized Cost: Total securities	6,013	5,017
AFS: Fair Value: Total securities	6,008	5,033
Pledged securities	3,793	4,612
Total Transaction deposits	111,672	95,692
Total Demand deposits	53,471	42,467
Total Nontransaction deposits	255,577	222,912
Total brokered deposits	21,364	19,548
Savings deposits: MMDAs	38,060	34,966
Total time deposits of less than \$100,000	70,411	70,353
Total time deposits of \$100,000 through \$250,000	68,925	54,789
Total time deposits of more than \$250,000	46,476	33,835
Tier 1 capital	41,653	38,085
Tier 2 capital	4,866	4,239
Total assets for leverage capital purposes	415,960	369,282
Total risk-weighted assets	387,392	337,280

Capital Ratios

Common equity tier 1 capital ratio	10.75	11.29
Tier 1 capital ratio	10.75	11.29
Total risk-based capital ratio	12.01	12.55
Tier 1 leverage ratio	10.01	10.31

Key Ratios

Return on Average Assets (ROA)	1.57	0.84
Return on Average Bank Equity (ROE)	15.55	7.74
Net Interest Margin / Average Total Assets	5.16	4.94
Total Loans / Total Deposits	103.99	103.22
Nonperforming Loans / Gross Loans	0.57	0.85
Average Earning Assets / Average Total Assets	94.21	93.84
\$250,000+ Time Deposits / Total Deposits	12.66	10.62

Statutory Limitations for National Banks

Bank Premises	\$10	\$10
Legal Lending Limit	\$7,256	\$6,626

December 12, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
SUBJECT: That Council, by Minute Action, Appoint Greg B. Groves
to a Three (3) Year Term as a Civil Service Commissioner, Effective
January 8, 2020.

Meeting Type & Date
Regular City Council Meeting
January 7, 2020

Action Type:
Minute Action

Recommendation:
That Council, by minute action, authorize the appointment of Greg B. Groves to the Civil Service Commission for a three (3) year term expiring December 31, 2022.

Summary:
Pursuant to Wyoming State Statute 15-5-103, the Civil Service Commission consists of three (3) members who shall be appointed by the mayor and confirmed by the governing body. Each commissioner shall be a qualified elector of the city and serve for a three (3) year term. Commissioner Dave Dovala's term expires December 31, 2019; leaving a vacancy for a voluntary position to serve on the Civil Service Commission.

Public notice of this opening was published with the Casper College, the Senior Center, Serve Wyoming, Wyoming Workforce Center, Rotary, and the City of Casper website, to submit a letter of interest to the Human Resources Department. Three (3) letters of interest were received and interviewed by the Civil Service Commission David Dovala, Carol Crump, and James Tim Monroe.

The recommendation by the Civil Service Commission is to appoint:
• Greg B. Groves to a three (3) year term

Financial Considerations:
No Financial Considerations

Oversight/Project Responsibility
Heidi Rood, Human Resources Technician
Tracey Belser, Support Services Director

Attachments

Application Materials

Advertisement Copy

November 12, 2019

Heidi Rood
Human Resources Office
200 North David Street
Suite 107
Casper, Wyoming
82601

Dear Heidi,

The purpose of this letter is to express my interest in applying for the vacant position on Civil Service Commission with the City of Casper.

I understand the position is a voluntary role with no compensation. It is also understood that the time commitment is typically up to one hour a month. If termination issues arise, there may be a need to meet for a day or so to oversee those matters.

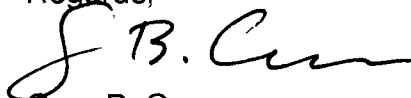
My brief resume is attached. I have over 30 years of public safety experience at the State and Federal levels. During the last twelve years, I've served as the Security Director with True Companies.

While working in law enforcement and the private sector positions, I've always been expected to discretely handle sensitive information. Throughout my twenty-five year career with the Federal Bureau of Investigation, I held security clearances at the Top Secret and higher levels.

My wife and I have lived in Casper for over twelve years. We both serve in volunteer roles that are intended to make Casper a better place to live, work, and play.

Any consideration that you and the Civil Service Commission can give to my application will be appreciated.

Regards,



Greg B. Groves
907 South Durbin Street
Casper, Wyoming 82601
Cell 307-247-1599
Legatcn@Gmail.com

Greg B. Groves

907 South Durbin Street
Casper, Wyoming
Cell: 307-247-1599
Legatcn@Gmail.com

PROFESSIONAL SUMMARY

Looking for volunteer opportunities requiring high integrity, discretion, communication skills, and professionalism.

Extensive governmental, diplomatic, and private sector experience in leading multi-disciplinary teams of professionals.

Held increasingly responsible positions with the Federal Bureau of Investigation (FBI)

Directed the security program for a 70-year old family owned group of companies based in Casper, Wyoming.

WORK EXPERIENCE

Director of Security, True Companies, June 2007 – January 2020

- Responsible for conducting risk assessments and identifying vulnerabilities within a widely dispersed group of businesses based in Casper and operating in several states.
- Developed cost effective solutions to correct various security vulnerabilities.
- Conducted security awareness training for all employees.
- Conducted sensitive internal investigations involving employee and contractor misconduct.
- Developed an internal pre-employment screening system.
- Networked extensively with local, state, and federal law enforcement and emergency management organizations.

Legal Attaché, FBI, U.S. Embassy Canberra, Australia, January 2004 – June 2007

- Managed a team of FBI Special Agents and professional support employees that conducted sensitive information exchange with the Australian Federal Police, the New Zealand Federal Police, and police departments in eighteen other countries in the South Pacific.
- Coordinated complex criminal and counter-terrorism investigations throughout the South Pacific.
- Advised the U.S. Ambassadors in Australia, New Zealand, and Fiji on sensitive law enforcement matters.

Legal Attaché, FBI, U.S. Embassy Pretoria, South Africa, July 2001 - January 2004

- Managed a team of FBI Special Agents and professional support employees that conducted sensitive criminal and counter-terrorism investigations throughout Sub-Saharan Africa.
- Developed capacity building initiatives for the South African Police Service in the following areas: DNA Testing, Firearms and Defensive Tactics Training, Homicide Investigations, and Public Corruption.
- Conducted sensitive information exchange with law enforcement agencies in 21 countries throughout the South Pacific.
- Advised the U.S. Ambassadors in South Africa, Botswana, Zimbabwe, Angola, and Mozambique on sensitive law enforcement issues.

Supervisory Senior Resident Agent, FBI, Colorado Springs, March 1995 – July 2001

- Supervised a team of twenty plus Special Agents and professional support employees in the Colorado Springs, Pueblo, and Durango offices.
- Managed a multi-agency violent fugitive task force.
- Managed a bank fraud task force.
- Served on the FBI Inspection Staff.
- Became certified as an FBI Law Enforcement Instructor.

- Served as the Emergency Management Coordinator for the Denver Division of the FBI.

Other FBI Positions Held, October 1983 – March 1995

- **Supervisory Special Agent, White Collar Crime Section, FBI Headquarters.**
- **Special Agent, Asian Organized Crime Squad, Baltimore Office.**
- **Special Agent, Interstate Transportation of Stolen Property Squad, St. Louis Office.**
- **New Agents Training, Quantico, Virginia**

Special Agent, Georgia Bureau of Investigation, Atlanta and Gainesville, Georgia, January 1973 – December 1976

- Collected evidence, processed crime scenes, prepared search warrants, executed search warrants, interviewed witnesses, and made arrests.
- Testified during Grand Jury proceedings and criminal trials.

EDUCATIONAL ACCOMPLISHMENTS

B.S. magna cum laude, Sam Houston State University, Criminology & Corrections,

Course work completed for a M.S., Police Administration, Sam Houston State University.

New Agents Training, FBI Academy

New Agents Training, Georgia Bureau of Investigation

LOCAL COMMUNITY SERVICE

NATRONA COUNTY MASTER GARDENER since 2013

Guest speaker on a variety of gardening topics

Write a monthly gardening tip column for the Nerd Wellness Center at the Wyoming Medical Center

Past board member with the Wyoming Flycasters

PUBLIC SERVICE OPPORTUNITY

The City of Casper is accepting applications from interested individuals who wish to serve as members of the Civil Service Commission.

The Civil Service Commission is responsible for the oversight of the City of Casper sworn police and fire personnel matters including testing procedures, entry-level testing, promotional exams and disciplinary actions. The Commission consists of three members that are committed to serve three (3) year terms.

We are seeking an individual who has high integrity, discretion, communication skills and professionalism. The ideal individual is community oriented and committed to being an active board member. The successful candidate must be willing to volunteer their personal time and be able to handle information with the utmost confidentiality.

If you are interested in participating in the altruistic work of this board, please submit a letter of interest, along with a brief resume of your experience, to the Human Resources Office, 200 North David Street – Suite 107, Casper, Wyoming, 82601. The deadline for accepting these applications is **Friday, November 15, 2019**.

If you have questions about the work of the board, please call Heidi Rood at (307) 235-8421.



December 20th, 2019

MEMO TO: J. Carter Napier, City Manager 7.7. for JCN
FROM: Liz Becher, Community Development Director elb
Dan Elston, City Building Official DE

SUBJECT: Appointment of Members to the Board of Examiners and Appeals, and Contractors Licensing Board

Meeting Type & Date:

Regular Council Meeting, January 7th, 2020

Action Type:

Minute Action

Recommendation:

That Council, by minute action, reappoint the following individuals to the Board of Examiners and Appeals, and Contractors Licensing Board, term expiring December 31st, 2022.

- Adam Hall – Mechanical Contractor Representative, Reappointment
- Zac Horner – General Contractor Representative, Reappointment
- Andrew Elston – Engineer Representative, Reappointment

Summary:

Pursuant to City of Casper Municipal Code Section 15.12.030 Board of Examiners-Membership-Quorum-Vacancies and removal from office, the following language governs the appointment of members:

- A. There is established a board to be known as the board of examiners, consisting of seven members. The administrative authority shall serve as secretary and ex officio member of the board. The members shall be residents of Natrona County and shall be appointed by the City Council.
- B. The members shall consist of:
 1. A licensed master plumber;
 2. A licensed master mechanical;
 3. A licensed master electrician;
 4. A professional engineer or architect;
 5. A Class 1 building contractor;
 6. A licensed utility contractor, licensed mobile homer installer or licensed boiler operator; and
 7. A member of the general public.
- C. All members of the board shall serve without pay. The board shall meet monthly or at such times as necessary to conduct its business. The board shall elect its own chairman and vice-chairman, who shall serve one-year terms, from the regular members. Four

regular members shall constitute a quorum to transact business and for the performance of any duty or for the exercise of any powers of the board.
The City Council may remove any member for cause. Vacancies shall be filled by appointment by the City Council.


Oversight/Responsibility:

Dan Elston, Building Official, is responsible for coordinating the Contractors Licensing Board.

Attachments:

None

January 7, 2020

MEMO TO: J. Carter Napier, City Manager 7.2 for JCN
FROM: Liz Becher, Community Development Director 
SUBJECT: Appointment of Members to the Casper Historic Preservation Commission

Meeting Type & Date:

Regular Council Meeting, January 7, 2020

Action Type:

Minute Action

Recommendation:

That Council, by minute action, appoint/reappoint the following individuals to the Casper Historic Preservation Commission, term expiring December 31, 2022.

- Robin Broumley – Reappointment
- Jeffrey C. Bond, Jr. – Reappointment
- Maureen M. Lee – Reappointment
- Connie Thompson Hall – Reappointment
- Anthony Jacobson – New Appointment
- Carolyn Buff – New Appointment
- Paul James Yurkiewicz – New Appointment

Summary:

Pursuant to Section 2.40 of the Casper Municipal Code pertaining to the Historic Preservation Program, the Commission may include up to eleven (11) members, and each member shall serve three (3) year terms. There is no limit to the number of terms that members may serve. The appointments are voluntary, unpaid positions.

An advertisement was placed in the Casper Star Tribune requesting letters of interest from citizens interested in serving as volunteer members of the Casper Historic Preservation Commission. There are three (3) current openings on the Commission, and there are also four (4) existing members of the Commission that have requested reappointment. Four (4) letters of interest were received for the three (3) openings, and the Commission discussed the applications at their December 9, 2019 public meeting. Although all four (4) of the applicants were well qualified, the Commission was able to rank the applicants, and is providing a unanimous recommendation for their top three (3) choices, listed above.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Craig Collins, City Planner, is responsible for coordinating the Casper Historic Preservation Commission.

Attachments:

Letters of Interest

Newspaper Advertisement

1631 Blue Spruce Drive

Casper, WY 82609

November 25, 2019

Casper Historic Preservation Commission

Suite 203

200 N. David Street

Casper, WY 82601

Dear members of the Casper Historic Preservation Commission and City Council, History (especially of the old west), architecture and preservation have been long-time interests of mine. After several summer visits, my husband and I moved to Casper from Dallas, Texas with our two young children in 1974. When I retired from a 30 year teaching career in 2003, one of the first things I did was to begin attending Casper Historic Preservation Commission meetings. When an opening came up, I was appointed to serve on the Commission.

I have been very active since my appointment and believe I have made a difference in the city through my efforts. Although I have volunteered in many organizations over the years, this job has been the highest priority during all of the years of my involvement. It has been very rewarding to see the changes that have come about, and the interest and support of community members that has evolved.

Please consider reappointing me to the commission so I can continue to work on the projects that the commission has envisioned for the future.

Sincerely,

Robin Broumley

Hein | Bond

November 26, 2019

City of Casper
Mayor Charles Powell
200 North David Street
Casper, Wyoming 82601

Re: Casper Historic Preservation Commission

Dear Mayor Powell

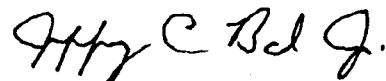
I am writing to express my interest to continue serving on the Historic Preservation Commission.

I completed two terms beginning in 2005, took a short break and re-joined the Commission, again serving multiple terms. I was very excited recently when the term limits were changed to allow members to continue serving additional terms. It has continued to be an interest to me, and I am very excited to continue serving on the Commission with the recent projects we have been working on. We have truly seen recently the most active and energetic group of people on this Commission.

I am a licensed architect working here in Casper for the past 19 years. I am a Wyoming native, and graduated from Natrona County High School. Our architectural firm has enjoyed continuing work in the area of historic structure restoration and renovation, having completed the renovation of the Historic Fire Station on David Street in 2005, and the Commerce Block Building in Glenrock in 2007. Since then, our company has been repeatedly contracted by the State Historic Preservation Office to complete various evaluations, assessments and designs as part of the Historic Architecture Assistance Fund Program.

Outside of the professional venue, it is a personal interest to me to assist in preserving the unique places that make Casper a special place for me and my family.

Thank you the opportunity and consideration.



Jeffery C. Bond, Jr.

Maureen M. Lee
P.O. Box 944
Evansville, Wyoming 82636
928.210.6022
western.ny.blonde@gmail.com

December 6, 2019

City of Casper
ATTN: Community Development Director
200 N. David Street, Suite 205
Casper, Wyoming 82601

RE: Historic Preservation Commission Opening

To Whom It May Concern:

Please allow this letter to serve as notice that I wish to continue to serve on the City's Historic Preservation Commission.

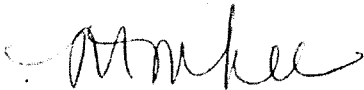
December 2019 concludes my first three-year term as a Commissioner, I having served all of 2017 and 2018 as a Commissioner, and 2019 as Vice-Chair. While serving my community I have enjoyed participating in, and witnessing, the impact the Commission has had on preserving Casper's oldest and most vulnerable historic properties.

The previous three years alone have seen many changes, particularly to downtown Casper, and I wish to remain involved with the Commission to serve my community, as well as to continue the passionate and important work that will always remain.

As an historian, author and genealogist it has been my life's work to preserve America's history through volunteerism, education and writing.

Please consider me for another term on the Historic Preservation Commission.

Respectfully,



Maureen M. Lee

Dee Ann Hardy

From: Connie Thompson <renegade6224@gmail.com>
Sent: Friday, December 06, 2019 3:25 PM
To: Craig Collins
Subject: Re: Commissioner Letters of Interest

December 5, 2019

Community Development Director
200 North Center
Casper, WY 82601

Dear Director:

I am Connie Thompson/Hall. I have had the privilege and opportunity to serve on the Historic Preservation Commission since 2002.

When we made the transition from the Fort Caspar to the City of Casper, we were met with enthusiasm, the willingness to learn about our Historic Preservation and willingness to teach us how we could help our community even better preserve our historic resources.

The staff we were introduced to has made the transition easier and fun to learn how the city responds to our efforts and labor with preservation.

Therefore, I would like to continue to be on the preservation commission to assist in our future endeavors.

Thank you for your consideration.

Sincerely,

Connie Thompson Hall

On Tue, Nov 26, 2019, 1:43 PM Cynthia Grieve <grieve55@gmail.com> wrote:
Thanks for the update!

On Tue, Nov 26, 2019, 1:18 PM Craig Collins <ccollins@casperwy.gov> wrote:

Historic Preservationists.....

Good afternoon! As you all know, we have three openings on the Commission, and we solicited interest from the community and received four letters. I am attaching those letters to this Email so that you can all begin reviewing and thinking about the individuals, and who out of the four we are going to recommend for appointment. If the Commission likes, we can have a quick vote at the upcoming December meeting, otherwise, we would have to set up interviews for a later time if the Commission feels it to be necessary. As of now, it may be tough to get anyone

appointed before the end of the year, just because of necessary lead times for council agendas, but we will continue to shoot for getting them on board as quickly as is possible.

Thanks,

Craig

All City of Casper e-mails and attachments, except those defined as attorney/client communications or confidential/privileged information, may qualify as public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

October 18, 2019

City of Casper
Community Development Director
200 North David Street, Suite 205
Casper, WY 82601

Re: Historic Preservation Commission Opening

To Whom It May Concern,

I am writing this letter to state my interest in serving on the Casper Historic Preservation Commission.

I served on the CHPC from 2009-2017 and enjoyed the interaction I received from being a member during that time. I also enjoyed seeing the impact the CHPC has on the community and the awareness it can bring to educate people on the importance of saving historic fabric. As a licensed Architect, I have always been interested in saving historic buildings and either renovating them back to their old glory or repurposing them and breathing new life into them. History is definitely an important part of any community and preservation of the important pieces help provide a base for everything else to build on. Casper has seen a lot of changes in the downtown during the past decade and I would love to be a part of the continued growth in the coming years.

I am interested in serving again on the Historic Preservation Commission and believe my architectural background and love for historic preservation will be a benefit to the Commission as it has in the past. Please consider me for the next member selection.

Respectfully,



Anthony R. Jacobsen
Architect
Stateline No. 7 Architects
444 South Center Street
Casper, WY 82601
Ph: 307-265-3611
ajacobsen@stateline7.com

Community Development Director
200 N David St #205
Casper WY 82601

Director:

I am very much interested in sitting on the Casper Historic Preservation Commission.

I have both the interest and time to be an effective member of this group since I am retired after 35 years at Casper College and have been involved in history and archaeology for the last 40+ years. I have a BS degree in Anthropology and graduate hours in forensic anthropology with an emphasis on Plains archaeology and history.

Casper and Natrona County have a long and varied history and it is imperative that we do all we can to preserve and protect that history, in its structures, its sites and its people. Far too many of our important sites have been destroyed and I believe I can offer a voice to help preserve what we have left.

I am currently a member of the Natrona County CLG and believe that if we have someone serving on both commissions more can be done and our voices can be heard from different perspectives. I am quite concerned about the potential destruction of several important areas in Casper and Natrona County.

I am a member of the Wyoming Historical Society, Wyominghistory.org, the Pioneer History Association, and the Archaeological Conservancy.

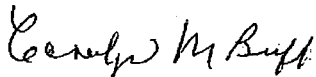
I also have served as the executive secretary/treasurer of the Wyoming Archaeological Society since 1988 and have participated as both a volunteer and a paid crew member on a number of archaeological and historical sites in Wyoming with several publications resulting.

I currently volunteer at Fort Caspar and am amazed at the number of local people who come into the museum not aware of what our beautiful city and county have to offer in the way of history and exciting sites to see and become a part of.

I come from a family of homesteaders in Carbon County and grew up with a curiosity and an intense interest in how our state and cities and towns came to be. My parents and grandparents always talked about how our ancestors had ended up in Wyoming and why they stayed here and I developed a great love for Wyoming History.

I would appreciate your attention to my application and if I can provide any further information, please let me know.

Thank you,



Carolyn M Buff

Letter of Interest

November 5, 2019

Paul James Yurkiewicz
Concerned Citizen
1042 N Grant St.
Casper, WY 82601.

To Whom It May Concern,

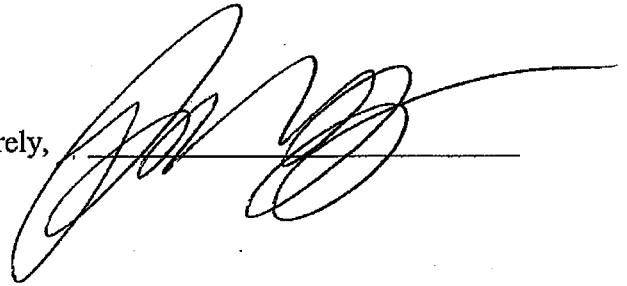
My name is Paul Yurkiewicz and I wanted to express my interest in joining the historic preservation commission for the city of Casper. Having been born and raised in Casper, this city has been a landmark for my life and has always driven me to discover more about its historic significance and how it impacts people's daily lives. Being 25 years young, I don't have much experience outside of books, but my passion for helping others sympathize with what Casper was, motivates me enough to be a concerned citizen about the dismissal of our history here.

My grandfather "Wojo" or, as the star tribune called him, "Night Rider" was a police officer here in Casper for over 35 years and would always take me around Casper showing me the old buildings and the stories behind them. The New deal program for Natrona County High school, The Rialto and America movie theaters, and he even remembered when the mall was opened in 1982. These facts and the information he provided to me over the years were paramount in me understanding just what exactly Casper is, and how we have grown culturally, economically, and architecturally. For these same principles I do recognize the importance and beauty of our city.

I am currently working in Insurance and hold myself to a degree of professionalism that can appreciate those things that others would overlook on a day to day transaction. I have often found myself reading about history and even went to Casper College for a degree in history before changing my major to business. As a concerned citizen I would love opportunity to safeguard those historical artifacts and structures that define us as an entity bigger than ourselves.

Please accept this as a letter of extreme interest in safe guarding our historical landmark in the world and upholding the preservation of our wonderful town. I regularly attend meetings ever so often and fully believe Casper and its citizens should be made aware of key issues in its future development so not to lose sight of our past.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Yurkiewicz', written over a horizontal line.

Contact Information,

Paul James Yurkiewicz,

Phone number; 646-896-4209

paulno2@hotmail.com

Mailing address,

Po Box 51667

Casper, Wy 82601

Study: 'Medicare for All' not only universal coverage

RICHARD ALIBONZARDI
Associated Press

WASHINGTON — Health care memo Democrats — There's more than one way to get to coverage for all.

A study out this week finds that an approach similar to the plan from former Vice President Joe Biden can deliver about the same level of coverage as the government-run "Medicare for All" plan from presidential rival Bernie Sanders.

The study from the Commonwealth Fund and the Urban Institute think tanks concludes that the U.S. can achieve a goal that has eluded Democrats since Harry Truman by building on former President Barack Obama's health care law.

Health care has sparked sharp exchanges in the Democratic presidential debates, and Tuesday night was no exception. Massachusetts Sen. Elizabeth Warren was challenged for being unwilling to say whether her support for "Medicare for All" would translate to higher

taxes for the middle class. Warren said "costs" would be lower, but Sen. Amy Klobuchar of Minnesota suggested that was a dodge. "I'm sorry, Elizabeth," said Klobuchar. "I think we owe it to the American people to tell them where we're going to send the invoice." She urged Democrats not to "trash Obamacare" but build on it.

The study suggests such heated discussions may have more to do with differences over the scope and reach of government than with the ultimate objective of providing universal coverage.

"A goal that they all share — universal coverage — can be reached in different ways," said Sara Collins, the Commonwealth Fund's vice president for coverage and access. The researchers modeled a range of health care overhaul scenarios from tweaks to Obama's law to a full government-run single-payer plan like Sanders is proposing. Collins said the options studied are not carbon copies of the candidates' proposals, partly because many

details are still in flux. However, they are generally similar.

The study found that a full government-run plan like Sanders would cover all U.S. residents, including people in the country without legal authorization. That adds up to more than 30 million currently uninsured people.

However, it would increase U.S. health care spending because of generous benefits with no copays and deductibles. Expanded benefits would include home and community-based long-term care services. As assuming the plan was fully effective in 2020, total U.S. health spending would grow by nearly \$720 billion.

The federal government, which would take on costs now paid by employers and individuals, would have to raise nearly \$2.7 trillion more in revenue in 2020. Such amounts would require a mix of broad-based taxes, the researchers said, although the report steered clear of how the plans would be financed.

"It is a big lift to get this kind of money, for sure," said John Holahan, a top Urban Institute health policy expert.

A Kaiser Family Foundation poll out this week found slippage in public support for "Medicare for All." Fifty-one percent support such a government-run approach, down 5 percentage points since April. Opposition has risen significantly, from 38 percent in April to 47 percent in the latest survey.

The Commonwealth Fund-Urban Institute study also modeled options resembling the plan that Biden is pushing.

Such an approach would reduce the number of uninsured by about

80 percent, the study estimated. That would still leave nearly 7 million U.S. residents without coverage, mainly people who don't have legal permission to be in the country. Under Biden's plan tarpaper subsidies would only be available to U.S. citizens and legal residents.

Employer coverage would decline by about 10 percent as some low-income workers switch to the public option.

Assuming the plan was fully effective in 2020, total U.S. health care spending would decline by about \$20 billion, a relatively small amount considering the nation's tab is now more than \$3.5 trillion a year. The decline would be partly due to the public option paying hospitals and doctors less than what private plans do now.

The federal government would have to raise from \$108 billion to \$147 billion more in 2020 to cover the additional cost of expanding subsidized coverage options, a fraction of the cost of Medicare for All.

Specialty food makers in Europe brace for US tariffs

COLLEEN BARRY
AND CLAUDE PARKER
Associated Press

MILAN — European producers of premium specialty agricultural products like French wine, Italian Parmesan and Spanish olives are facing a U.S. tariff hike due today with a mix of trepidation and indignation at being dragged into a trade war they feel they have little to do with.

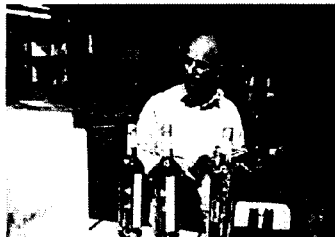
The tariffs on \$7.5 billion on a range of European goods were approved by the World Trade Organization as compensation for illegal EU subsidies to plane maker Airbus.

The U.S. has some leeway in deciding what goods it puts tariffs on. So while it is taxing European aircraft goods an extra 10 percent, it is walloping agricultural products an extra 25 percent.

"It's a nightmare," says Aurélie Berthoin, who runs the 700-year-old winery Chateau Sainte-Rose in southern France. "We don't know what will be the result at the end."

Het rosé wine business has boomed also thanks to Americans' growing demand for the beverage. She fears her U.S. sales could drop by a third under the new tariffs.

The punitive tariffs take



DANIEL COLE, ASSOCIATED PRESS

Sebastian Latz, director general of French wine producer MDCV, inspects bottles of rosé in a wine production facility Oct. 10 in the Chateau des Bertrand vineyard in Le Cannet-des-Maures, Provence region. European producers of premium specialty agricultural products like French wine are facing a U.S. tariff hike today.

particular aim at European agricultural products that have a "protected name status." Those are goods that can be sold under a name — like Scotch whisky — only if they are from a particular region and follow specific production methods.

The result is they fetch premium prices, protect cultural heritage — and are shielded from competitors. U.S.-made Parmesan cheese, for example, is not allowed access to the European market as a copycat of the traditional Parmigiano

Reggiano and Grana Padano — a barrier that the U.S. milk producers lobby are pressuring to bring down.

Italian President Sergio Mattarella sought to impress on U.S. President Donald Trump during a White House visit on Wednesday that the result of the tariffs may turn out to be "a mere race between tariffs" after the WTO decides Europe's case later this year over U.S. subsidies to Boeing. Trump was undeterred.

At home, European producers feel they are collateral damage from a political

quabble entirely unrelated to their business.

"We consider that we are hostages of politics. We are very, very far from aeronautics, even if our wines are served on planes every day," said Burgundy wine producer Francois Label.

The president of the Parmigiano Reggiano cheese consortium, Nicola Bertinelli, said that its members "are embittered because one of the strongest sectors of our economy is being unjustly hit." He noted that Italy doesn't even participate in the Airbus consortium of countries that prompted the penalties.

The four shareholders in Airbus — Spain, France, Germany and Britain — were targeted with more tariffs than other EU countries. Spanish olives, for example, have been singled out, while those from Italy and Greece have been left

alone. That has created additional anxieties, with Spanish olive producers worried that U.S. buyers will turn to buying from Italian companies instead.

The U.S. tariffs appeared to be selectively chosen to hit premium specialty items that well-heeled U.S. consumers could continue to afford even at higher prices — and not sectors that would more directly correlate to the unfair subsidies for Airbus, which could put a damper on the U.S. economy, said Gianmarco Ottaviano, an economics professor at Milan's Bocconi University.

"We don't see a lot of tariffs on things that Italy is exporting a lot, like machinery. The reason is that this is probably more useful than Parmesan cheese to the U.S. economy," he said. "You want to punish, but at

the same time, you don't want to shoot yourself in the foot."

A tariff is essentially a tax on importers and for small U.S. retailers, they come at a bad time ahead of the holiday season.

U.S. wine retailers, distributors and importers already expect some customers to seek alternatives from countries whose products aren't being taxed. And any signs that customers are balking at higher prices will force retailers to absorb their increased costs.

The vice president of Italy's main industrial lobby, Lisa Ferrarini, said that European producers could in the longer term shift exports away from the U.S. market. But director of the Spanish food and beverage industry director disputes that logic, saying, "there is no alternative to the American market."

Public Service Opportunity

The Casper City Council is accepting applications from interested citizens who wish to serve as volunteer members of the Casper Historic Preservation Commission

Historic Preservation Commission:

The Historic Preservation Commission's purpose is to oversee local preservation initiatives including conducting inventories of historic assets, proposing historic districts and sites, promoting awareness through a wide range of activities, and acting as advisors to public officials on issues related to historic preservation. The Casper Historic Preservation Commission is a board of eleven (11) energetic volunteer citizens that each serve three (3) year terms. The Commission typically meets on the second Monday of every Month, at 8:30 am, for approximately an hour at City Hall; however extra meetings are sometimes scheduled as needs arise. The Commission functions with very limited resources, and its volunteers, and the time they dedicate, are its greatest assets

What To Do If You Are Interested:

If you have the time, energy and passion to dedicate toward preserving Casper's historic resources, and are interested in serving on the Historic Preservation Commission, please submit a letter of interest outlining any relevant experience, as well as the reasons that you believe you would be a good addition to the Commission, to the Community Development Director, 200 North David Street, Suite 205, Casper, Wyoming, 82601. Please note on the envelope or subject line: "Historic Preservation Commission Opening"

The deadline for applications is November 8, 2019.

(Oct. 18, 2019)

MEN'S CASUAL COMFORT SHOES

FROM BRAND NAMES YOU KNOW AND TRUST

MERRELL KEEN

BORN

R. Q. Taubert

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December 30, 2019

MEMO TO: J. Carter Napier, City Manager *7.7. for JCN*

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

SUBJECT: Reappoint Mr. Richard Jay to the CPU Advisory Board for a Six-Year Term Ending December 31, 2025.

Meeting Type & Date

Regular Council Meeting
January 7, 2020

Action Type

Minute Action

Recommendation

That Council, by minute action, reappoint Mr. Richard Jay to the Casper Public Utilities Advisory Board for a six-year term ending December 31, 2025.

Summary

Mr. Jay's current six-year CPU Board appointment expires on December 31, 2019. Mr. Jay is eligible for reappointment, has agreed to be reappointed, and most importantly, brings invaluable expertise and background to the Board.

Financial Considerations

There are no financial considerations with this action.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

No Attachments

January 2, 2020

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

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *??*
Carla Mills-Laatsch, Licensing Specialist *cmg*

SUBJECT: Application for Taxicab Company License for Eagle Cab, Located at 2804 Coulter Drive.

Meeting Type & Date

Regular Council Meeting

January 7, 2020

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the issuance of a taxicab company license to Michael Donohue, d/b/a Eagle Cab, located at 2804 Coulter Drive.

Summary

An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Michael Donohue, d/b/a Eagle Cab, located at 2804 Coulter Drive.

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues. Additionally, the property on which this company is located is properly zoned for the activity. While Eagle Cab is located in a residential zoned area, Community Development staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code. Furthermore, the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code. Some of the qualifications include but are not limited to; the person must be at least 18 years or older, has not been convicted of a felony in the last 5 years, cannot be a registered sex offender, and cannot be convicted of three moving traffic violations within any current year.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Community Development

Letter of Approval from Police Department



City of Casper
200 N. David Street
Casper, WY 82601-1862
Phone: (307) 235-8241
Fax: (307) 235-8362

December 30, 2019

Michael Donohue
2804 Coulter
Casper, WY 82604

Re: Taxi Cab Service – 2804 Coulter, Casper, WY

Dear Mr. Donohue:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

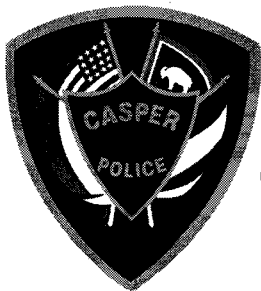
It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission to determine if the Home Occupation would be permitted to continue. If you need additional information, I can be reached at 235-8241.

If you have any further questions, please feel free to call me at (307)-235-8241, or you may reach me by Email at ccollins@casperwy.gov.

Respectfully,

Craig Collins, AICP
City Planner



City of Casper
POLICE DEPARTMENT

201 North David – First Floor
Casper, Wyoming 82601

To Whom It May Concern:

The following citizen, Michael Donohue, with a date of birth of 03/10/1970, does not have an adult arrest record on file with the Casper Police Department.

This individual does not have any outstanding wants or warrants with this agency.

Keith McPheeters, Chief
Casper Police Department

Casper Police Department
No Record

Date

12/6/19

Records Specialist

