

# COUNCIL MEETING AGENDA

**Casper City Council**  
**City Hall, Council Chambers**  
**Tuesday, January 21, 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 JANUARY 7, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 16, 2020
4. CONSIDERATION OF MINUTES OF THE JANUARY 14, 2020 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 20, 2020

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5. CONSIDERATION OF MINUTES OF THE JANUARY 14, 2020 EXECUTIVE SESSION – PERSONNEL

6. CONSIDERATION OF BILLS AND CLAIMS

7. COMMUNICATIONS

A. From Persons Present

8. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish February 4, 2020, as the Public Hearing Date for Consideration of:

- a. New **Microbrewery Liquor License No. 6** for Mountain Hops Brewhouse, LLC d/b/a **Mountain Hops Brewhouse**, Located at 612 North Beverly Street.

9. PUBLIC HEARING

A. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Ihli Addition** to the City of Casper complies with W.S. §15-1-402.

1. Resolution.

2. Third reading Ordinance Approving **Annexation, and Zoning of the Ihli Addition**.

10. SECOND READING ORDINANCES

A. Amendment to Section 10.24.020 of the Casper Municipal Code Pertaining to the **Metro Road Speed Zone**.

1. Communications from Persons Present

B. **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. Communications from Persons Present

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

2. Communications from Persons Present

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## 11. RESOLUTIONS

### A. Consent

1. Authorizing the Contract for Purchase and Installation of **Equipment in Police Vehicles**, from **Communication Technologies, Inc.**, in the Amount of \$28,045.75.
2. Creation of **Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements**.
3. Authorizing an Agreement with **Casper Electric, Inc.**, in the Amount of \$197,950, for the **2020 Lighting Replacements Project**.
4. Authorizing Acceptance of **Two Real Estate Donation Agreements and Two Donative Quitclaim Deeds** from the **Platte River Trails Trust** for Acreage Related to the Platte River Preservation.
5. Authorizing a Procurement Agreement with Western Plains Landscaping LLC, dba **3 Cord Construction**, in the Amount of \$71,994, for the **Solid Waste Portable Litter Fencing Project**.
6. Authorizing an Agreement with **Sheet Metal Specialties, Inc.**, in the Amount of \$83,765, for the **Metro Animal Control Cooling Project**.
7. Authorizing the Execution of Loan Documents with the **State Loan and Investment Board** for a Clean Water State Revolving Fund Loan in the Amount of \$8,000,000 for the **North Platte Sanitary Sewer Rehabilitation Project**.
8. Terminating the Lease Agreement with Cowboy Smokehouse, LLC, dba **19th Hole**, for the Second Floor of the Clubhouse at the **Casper Municipal Golf Course**.
9. Approving a Lease Agreement with **Anne Holman** for Occupancy of the **Fort Caspar Caretaker's Residence**.
10. Authorizing **Consent to Assignment of License Agreement** Between the City of Casper and **AT&T Mobility Corporation to Octagon Towers, LLC**.
11. Authorizing an Agreement with **Haass Construction Co., Inc.**, in the Amount of \$2,452,500, for the **Casper Ice Arena Chiller System Replacement Project**.

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12. MINUTE ACTION

A. Consent

- 1. Rejecting all Bids for the **Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Project.**
- 2. Authorize the Purchase of **Network Equipment**, in the Amount of \$97,170, through the State of Wyoming Contract with the Vendor, **ConvergeOne.**
- 3. Adopting the **Casper Historic Preservation Strategic Plan.**

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

14. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, February 4, 2020– Council Chambers  
6:00 p.m. Tuesday, February 18, 2020 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, January 28, 2020 – Council Meeting Room  
4:30 p.m. Tuesday, February 11, 2020– Council Meeting Room

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
January 7, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 7, 2020. 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

Raleigh Lutz, a young citizen, led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the December 17, 2019, regular Council meeting, as published in the Casper-Star Tribune on December 26, 2019. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Bates, seconded by Councilmember Huber, to, by minute action, approve the minutes of the December 17, 2019, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, approve payment of the January 7, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 01/07/20

AMBI	Services	113.59
AceHrdwr	Goods	90.44
Addeco	Services	1,526.31
AHiatt	Reimb	531.90
Airgas	Goods	765.15
AllncElect	Services	1,518.37
Alsco	Services	823.36
AmTitle	Services	125.00
Amerigas	Goods	1,732.85
AMontes	Reimb	125.99
ASveda	Reimb	90.00
AtlntcElect	Services	1,798.75
AtlasOffice	Goods	2,754.68
AtlasRprdction	Services	67.16
BnkofAmerica	Goods	59,159.98

BHEnergy	Services	23,592.67
BMartin	Reimb	1,387.80
BWorley	Reimb	133.34
CAEDA	Funding	5,833.34
Caselle	Services	75.00
CATC	Funding	119,550.85
CsprNC	Funding	340.00
CsprPD	Funding	249.94
CsprStarTrib	Ads	2,833.94
CsprTire	Goods	140.00
CsprPblcUtl	Utilities	144.06
CnrPblcSfty	Services	4,785.00
CenturyLink	Utilities	2,407.21
CH2M Hill	Projects	14,527.61
Charter	Services	84.63
Cigna	Services	12,233.78
CityofCasper	Services	77,517.38
CitySvcElect	Services	397.00
CLynch	Reimb	495.27
CMITeco	Goods	39,705.76
ComTech	Goods	5,687.00
Comtronix	Services	737.10
ConrdnceHlthcare	Goods	5,658.90
Cnvrgeone	Services	85,929.76
CPU	Goods	10,203.00
CrimeScene	Goods	109.87
CrwnConst	Services	7,107.50
DBusch	Reimb	46.97
Dell	Goods	4,180.88
DeltaDental	Services	26,350.68
DJordan	Reimb	63.47
DNelson	Reimb	139.90
DsrtMtn	Goods	13,253.75
Dooley	Goods	10,062.00
DPCInd	Services	6,986.78
EBInc	Goods	1,669.44
EcnmcDevJPB	Funding	107,182.25
ElctncRcyclrs	Services	8,076.05
ExprssGrgDoor	Goods	710.00
FirstData	Services	459.91
FirstIntrstBk	Services	514.00
FirstVetSply	Goods	305.19
Firstidea	Services	10,500.00
Galls	Services	3,834.38
GlobalSpctrm	Services	3,375.00

GolderAssoc	Projects	832.50
GovtJobs.com	Services	10,768.56
Grainger	Goods	14.52
GreensSwr	Services	103.00
GulfStDist	Goods	11,790.00
GunnersMtrs	Goods	915.00
HiteckComm	Services	360.00
Homax	Goods	106,212.53
Hwrdspply	Goods	330.09
IMSInfr	Services	1,875.00
Inslltn&Svc	Services	5,531.01
Itron	Services	2,432.72
JhnsCntrl	Goods	350.90
JStevens	Reimb	150.00
JPeterson	Reimb	82.96
JrnlTech	Services	11,370.00
KnifeRvr	Projects	734.58
Kubwtr	Goods	5,618.85
LnclnNtl	Services	267.33
LisasSpicSpan	Services	150.00
LongBldg	Services	10,609.05
McMurryRdyMx	Goods	403.50
MillsPD	Services	815.10
MonsonJntrl	Services	6,213.81
Motorola	Goods	7,864.48
NtlBnftSvc	Services	393.45
Nelson/Nygaard	Services	15,833.27
NrthrnLights	Goods	600.00
NCHCorp	Goods	196.42
PCNStrtgs	Services	13,328.26
PstlPros	Services	12,328.41
ProforceLaw	Goods	200.00
RmshornConst	Services	17,072.61
RDG	Services	14,400.00
RecyklingInd	Goods	54,973.20
Ricoh	Goods	50.60
RckyMtnPwr	Utilities	100,326.94
RouterSwrSvcs	Services	611.96
SafetyKleen	Services	456.00
SesacRgts	Services	919.00
ShamrockEnv	Services	376,860.41
SkylineRnch	Services	565.21
SoftDr	Goods	70.00
StateofNE	Services	3.00
Stateline#7	Services	2,870.00

StotzEquip	Goods	53,750.00
SuperiorInd	Goods	460.00
SWIInc	Services	632.33
TGarcia	Reimb	100.00
TopOffice	Services	115.65
TretoConst	Projects	251,783.00
TrihydroCo	Services	6,026.50
TweedWhlsl	Goods	416.90
TylrTech	Services	18,626.49
Uniforms2gear	Goods	212.96
UrgentCare	Services	462.00
Verizon	Services	601.66
VCRCo	Goods	166.00
WasteOilFrncs	Goods	290.40
WestPlnsEng	Services	8,300.00
WestrnStatesFire	Services	3,360.00
WestlandPrk	Utilities	2,160.89
WLCEng	Projects	26,496.40
WYDot	Projects	48.75
WYLawEnforce	Services	4,775.50
WYMchnry	Goods	28,603.49
WYSftyGrp	Goods	3,217.50
WYSteel	Goods	5,341.70
Total		1,904,604.24

6. MAYOR POWELL COMMENTS

Mayor Powell expressed appreciation to City staff as well as Councilmembers for working well together and for a productive year. He also shared several community achievements that he is proud to have been involved in as they moved from theory to completion.

7. ELECTION FOR MAYOR FOR 2020

Moved by Councilmember Pacheco, seconded by Councilmember Bates, to, by minute action, nominate Steven K. Freel as Mayor of the City of Casper, Wyoming, for calendar year 2020. Motion passed.

8. ELECTION FOR VICE-MAYOR FOR 2020

Moved by Councilmember Hopkins, seconded by Councilmember Bates, to, by minute action, nominate Khrystyn Lutz as Vice-Mayor of the Casper City Council for calendar year 2020. Motion passed.

9. CITY CLERK TREMEL ISSUES OATH

City Clerk Fleur Tremel issued the oath of office to newly-appointed Mayor Freel and Vice-Mayor Lutz.

10. COUNCIL SEATING RESET

Councilmembers relocated to the 2020 seating configuration.



11. COMMENTS BY NEWLY-ELECTED LEADERSHIP

Mayor Freel stated that he is looking forward to completing on-going projects and hopes to increase community engagement, especially with the youth in our community.

Vice-Mayor Lutz thanked the community and fellow Councilmembers for their support and for this opportunity. She also acknowledged and thanked her family for their support.

Mayor Freel also shared his appreciation for the support of his friends and family.

12. PRESENTATION TO 2019 MAYOR

Mayor Freel presented Councilmember Powell with a plaque for his service as Mayor in 2019 and thanked him for his service.

13. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Jennifer Dyer and Micki Jaramillo, representing the Self Help Center, welcoming Council to learn more and to recruit volunteers for the Point in Time Count which focuses on homelessness in our community; Matt Galloway, congratulating the newly elected leadership; and Tracy Lamont, 721 E. 12<sup>th</sup>, requesting direction and consideration for a specific parking citation.

14.A PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of an ordinance amending the Casper Municipal code pertaining to forty mile per hour speed zones.

City Attorney Henley entered one (1) exhibit: correspondence from Andrew Beamer to J. Carter Napier, dated December 4, 2019. City Manager Napier provided a brief report.

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

Following ordinance read:

ORDINANCE NO. 1-20  
AN ORDINANCE AMENDING SECTION 10.24.020 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO FORTY MILE  
PER HOUR SPEED ZONES.

Councilmember Cathey presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pacheco. Motion passed.

14.B PUBLIC HEARING - APPEAL

Mayor Freel opened the public hearing for the consideration of the appeal of the Planning and Zoning Commission's decision to deny a zone change.

City Attorney Henley entered thirteen (13) exhibits: correspondence from Liz Becher to J. Carter Napier, dated December 5, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated December 11, 2019; correspondence from Liz Becher to the Planning and Zoning Commission, dated September 13, 2019; minutes of the September 19, 2019 Planning and Zoning

meeting; aerial map; existing zoning map; future land use context map; photos; zone change application; notice of decision; letters of opposition; appeal request from Timm A. Smith to Mayor Powell and the Planning and Zoning Commission dated September 27, 2019; and the appraisal dated June 16, 2014 by Hilston Appraisals. City Manager Napier provided a brief report.

Speaking in support of the zone change was Timm Smith, representing the applicant.

Speaking in opposition to the zone change were: Dr. Kent Katz, 991 Stafford; Kevin Huzucha, Chief Executive Officer of the Central Wyoming Counseling Center 1430 Wilkins Cir; Pat Sweeney, 951 N. Kimball; and Tracy Lamont 721 E. 12<sup>th</sup>.

There being no others to speak for or against the issues involving the zone change, the public hearing was closed.

Councilmember Huber asked for direction on the proceedings with this matter, which City Attorney Henley addressed. Councilmember Huber indicated that he would like to conflict out on the matter and began an explanation. Councilmember Cathey made a point of order regarding Councilmembers discussing agenda items that they are abstaining from and asked City Attorney Henley for direction. Mr. Henley advised that a Councilmember should refrain from discussing matters for which he or she is abstaining from voting on.

Following ordinance read:

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).

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Lutz.

Council discussed the matter at length. Councilmember Huber abstained from voting on the matter. Motion passed.

14.C PUBLIC HEARING—ANNEXATION

Mayor Freel opened the public hearing for the consideration of the annexation compliance to determine if the annexation of properties along the west side of South Poplar Street, south of West 50<sup>th</sup> Street, complies with W.S. § 15-1-402

City Attorney Henley entered four (4) exhibits: correspondence from Liz Becher to J. Carter Napier, dated January 3, 2020; an affidavit of publication, as published in the Casper-Star Tribune, dated November 18, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated November 18, 2019; and the South Poplar Street annexation report, dated October, 2019. City Manager Napier provided a brief report.

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

Following resolution read:

RESOLUTION NO. 20 -2

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF FIFTEEN (15) PROPERTIES ALONG THE WEST SIDE OF SOUTH POPLAR STREET, SOUTH OF WEST 50<sup>TH</sup> STREET.

Councilmember Lutz presented the foregoing resolution for adoption. Seconded by Councilmember Bates. City Manager Napier indicated that the title read state thirteen (13) properties, but that the annexation actually involves fifteen (15). Motion passed.

Following ordinance read:

ORDINANCE NO. 34-19

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF FIFTEEN (15) 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 fifteen (15) properties along the west side of South Poplar Street, south of West 50th Street, and more particularly described as follows:

- E 1/2, 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 1<sup>st</sup> reading the 3<sup>rd</sup> day of December, 2019.

PASSED on 2<sup>nd</sup> reading the 17<sup>th</sup> day of December, 2019.

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> and final reading the 7<sup>th</sup> day of January, 2020.

Councilmember Pacheco presented the foregoing ordinance for adoption, on third reading. Seconded by Councilmember Bates. Motion passed.

15. ORDINANCE— THIRD 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.

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 1<sup>st</sup> reading the 3<sup>rd</sup> day of December, 2019.

PASSED on 2<sup>nd</sup> reading the 17<sup>th</sup> day of December, 2019.

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> and final reading the 7<sup>th</sup> day of January, 2020.

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

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

16. ORDINANCE— FIRST READING

Following ordinance read:

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 IN THE CITY OF CASPER, WYOMING.

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report.

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

17. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-3

A RESOLUTION 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.

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.

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.

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.

RESOLUTION NO. 20-7

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHEET METAL SPECIALTIES, INC., FOR HOGADON LODGE COOLING COIL RETROFIT, PROJECT NO. 18-096.

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.

RESOLUTION NO. 20-9

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 THE OPERATOR-LED CLEANUP LANDFILL REMEDIATION AGREEMENT WITH THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE CLOSED CASPER BALEFILL REMEDIATION PROJECT.

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.

RESOLUTION NO. 20-11

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE CENTER STREET RAILING REPLACEMENT PROJECT NO. 19-046.

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.

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 DISINFECTION SYSTEM WIPER KITS.

Councilmember Huber presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Bates. City Manager Napier provided a brief report. Motion passed.

18. MINUTE ACTION— CONSENT

Moved by Councilmember Huber, seconded by Councilmember Pacheco, to, by consent minute action:

- 1) designate the Casper Journal and the Casper Star-Tribune as the City's official newspaper for the calendar year 2020;
- 2) designate the following banks as approved epositories of City of Casper funds for calendar year 2020: First Interstate Bank, USbank, Platte Valley Bank, Hilltop National Bank, and ANB Bank;
- 3) authorize the appointment of Greg B. Groves to the Civil Service Commission for a three (3) year term expiring December 31, 2022;
- 4) reappoint 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) reappointment of Richard Jay to the Casper Public Utilities Advisory Board for a six-year term ending December 31, 2025; and
- 7) authorize the issuance of a taxicab company license to Michael Donohue, d/b/a Eagle Cab, located at 2804 Coulter Drive.

Motion passed.

19. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers shared their appreciation for the service of Mayor Powell in 2019 and congratulated and wished the new leadership well in their roles. Councilmember Bates expressed concerns about bicycle safety and the use of bicycle lanes in our community and also conveyed his excitement about the replacement parts for the Wastewater Treatment's exist UV cleansing system.

20. ADJOURNMENT

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 14, 2020, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, January 21, 2020, in the Council Chambers. Moved by Councilmember Bates, seconded by Councilmember Cathey, to, by minute action adjourn. Motion passed. The meeting was adjourned at 7:30 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor



COUNCIL PROCEEDINGS - SPECIAL MEETING  
Casper City Hall – Council Meeting Room  
January 14, 2020

1. ROLL CALL

Casper City Council met in special session at 8:14 p.m., Tuesday, January 14, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Huber, Lutz, Pacheco, Powell and Mayor Freel. Absent: Councilmember Johnson.

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

2. MINUTE ACTION– CONSENT

Moved by Councilmember Pacheco, seconded by Councilmember Lutz, to, by consent minute action, reappoint Mayor Steven Freel and Councilmember Steve Cathey to the Central Wyoming Regional Water Joint Powers Board for a three (3) year term expiring December 31, 2022. Councilmember Cathey and Mayor Freel abstained. Motion passed.

3. ADJOURN INTO EXECUTIVE SESSION

At 8:16 p.m., it was moved Councilmember Cathey, seconded by Councilmember Powell, to adjourn into executive session to discuss personnel. Motion passed.

At 8:48 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Pacheco, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

4. ADJOURNMENT

At 8:49 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Lutz, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

# City of Casper - Bills and Claims for January 21, 2020

## 0970 CED

0970 CED	Hogadon - Operations	Tools / Pressure switch Chair lift	\$227.76
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<i>0970 CED - Total For Hogadon - Operations</i>			<i>\$227.76</i>
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<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$227.76</b>
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## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	2.3 Tons EZ Street Bulk Cold Mix	\$322.00
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<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$322.00</i>
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<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$322.00</b>
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## A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Customer Holiday Cards	\$212.65
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<i>A.M.B.I. &amp; SHIPPING, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$212.65</i>
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A.M.B.I. & SHIPPING,	City Attorney	Postage	\$28.44
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<i>A.M.B.I. &amp; SHIPPING, - Total For City Attorney</i>			<i>\$28.44</i>
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A.M.B.I. & SHIPPING,	City Manager	Postage	\$4.80
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<i>A.M.B.I. &amp; SHIPPING, - Total For City Manager</i>			<i>\$4.80</i>
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A.M.B.I. & SHIPPING,	Customer Service	Postage	\$342.98
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<i>A.M.B.I. &amp; SHIPPING, - Total For Customer Service</i>			<i>\$342.98</i>
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A.M.B.I. & SHIPPING,	Engineering	Postage	\$11.50
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<i>A.M.B.I. &amp; SHIPPING, - Total For Engineering</i>			<i>\$11.50</i>
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A.M.B.I. & SHIPPING,	Fire-EMS Operations	Postage	\$0.60
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<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Operations</i>			<i>\$0.60</i>
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A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage	\$23.55
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<i>A.M.B.I. &amp; SHIPPING, - Total For Health Insurance Fund</i>			<i>\$23.55</i>
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A.M.B.I. & SHIPPING,	Human Resources	Postage	\$96.35
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<i>A.M.B.I. &amp; SHIPPING, - Total For Human Resources</i>			<i>\$96.35</i>
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A.M.B.I. & SHIPPING,	Planning - Admin	Postage Annexation Study	\$69.72
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<i>A.M.B.I. &amp; SHIPPING, - Total For Planning - Admin</i>			<i>\$69.72</i>
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A.M.B.I. & SHIPPING,	Police Administration	Postage	\$758.10
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<i>A.M.B.I. &amp; SHIPPING, - Total For Police Administration</i>			<i>\$758.10</i>
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A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$212.65
<i>A.M.B.I. &amp; SHIPPING, - Total For Refuse - Residential</i>			<i>\$212.65</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$1.95
<i>A.M.B.I. &amp; SHIPPING, - Total For Risk Management</i>			<i>\$1.95</i>
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$1,763.29</b>

## ACFE

ACFE	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWHER	\$1,425.00
<i>ACFE - Total For Police Administration</i>			<i>\$1,425.00</i>
<b>ACFE - ALL DEPARTMENTS</b>			<b>\$1,425.00</b>

## ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	LDF Labor	\$480.15
ADECCO USA, INC.	Balefill - Disposal & Landfill	Ldf Labor	\$448.14
ADECCO USA, INC.	Balefill - Disposal & Landfill	Ldf Labor	\$339.02
<i>ADECCO USA, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,267.31</i>
<b>ADECCO USA, INC. - ALL DEPARTMENTS</b>			<b>\$1,267.31</b>

## ADOBE CREATIVE CLOUD

ADOBE CREATIVE CLOUD	City Council	December 2019 Adobe Creative Cloud Subscript	\$52.99
<i>ADOBE CREATIVE CLOUD - Total For City Council</i>			<i>\$52.99</i>
ADOBE CREATIVE CLOUD	City Manager	Adobe Creative Cloud Subscription	\$39.99
<i>ADOBE CREATIVE CLOUD - Total For City Manager</i>			<i>\$39.99</i>
ADOBE CREATIVE CLOUD	Refuse - Recycling	ADOBE CREATIVE CLOUD SOFTWARE	\$39.99
<i>ADOBE CREATIVE CLOUD - Total For Refuse - Recycling</i>			<i>\$39.99</i>
<b>ADOBE CREATIVE CLOUD - ALL DEPARTMENTS</b>			<b>\$132.97</b>

## ADVANCED TRAFFIC PRO

ADVANCED TRAFFIC PRO	Traffic Control	Wavetronix Signal Upgrade	\$58,939.75
<i>ADVANCED TRAFFIC PRO - Total For Traffic Control</i>			<i>\$58,939.75</i>
<b>ADVANCED TRAFFIC PRO - ALL DEPARTMENTS</b>			<b>\$58,939.75</b>

## AED SUPERSTORE

AED SUPERSTORE	Risk Management	CPR/AED Books and One-Way Valves	\$194.25
<i>AED SUPERSTORE - Total For Risk Management</i>			<i>\$194.25</i>
<b>AED SUPERSTORE - ALL DEPARTMENTS</b>			<b>\$194.25</b>

## AFFILIATES IN COUNSE

AFFILIATES IN COUNSE	Fire-EMS Training	Pre- Employment psych. eval	\$300.00
<i>AFFILIATES IN COUNSE - Total For Fire-EMS Training</i>			<i>\$300.00</i>
<b>AFFILIATES IN COUNSE - ALL DEPARTMENTS</b>			<b>\$300.00</b>

## AIMS COMMUNITY COLLEGE

AIMS COMMUNITY COLLEGE	Fire-EMS Training	Class	\$10.00
AIMS COMMUNITY COLLEGE	Fire-EMS Training	Class	\$10.00
<i>AIMS COMMUNITY COLLEGE - Total For Fire-EMS Training</i>			<i>\$20.00</i>
<b>AIMS COMMUNITY COLLEGE - ALL DEPARTMENTS</b>			<b>\$20.00</b>

## AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Gloves, Soapstone	\$203.64
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$203.64</i>
AIRGAS USA LLC	Balefill - Disposal & Landfill	Welding Gas	\$19.10
AIRGAS USA LLC	Balefill - Disposal & Landfill	Resp. Masks	\$56.56
AIRGAS USA LLC	Balefill - Disposal & Landfill	Gloves	\$30.06
AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety Coats	\$187.68
<i>AIRGAS USA LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$293.40</i>
AIRGAS USA LLC	Refuse - Residential	Oxygen for Welding	\$34.78
AIRGAS USA LLC	Refuse - Residential	Winter Gloves Truck Barn	\$187.38
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$222.16</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$719.20</b>

## AIRGAS USA, LLC

AIRGAS USA, LLC	Sewer Fund - Collection	Safety supplies	\$31.77
<i>AIRGAS USA, LLC - Total For Sewer Fund - Collection</i>			<i>\$31.77</i>

AIRGAS USA, LLC	Traffic Control	Acetylene bottle refill for 60678 for sign repairs	\$92.45
AIRGAS USA, LLC	Traffic Control	Oxygen bottle refill for 60678 for sign repairs	\$34.32
<i>AIRGAS USA, LLC - Total For Traffic Control</i>			<i>\$126.77</i>
<b>AIRGAS USA, LLC - ALL DEPARTMENTS</b>			<b>\$158.54</b>

## ALBERTSONS #0060

ALBERTSONS #0060	Fire-EMS Administration	Food for Labor Management Meeting	\$17.98
<i>ALBERTSONS #0060 - Total For Fire-EMS Administration</i>			<i>\$17.98</i>
ALBERTSONS #0060	Human Resources	Produce purchased for Pretty Water	\$7.24
<i>ALBERTSONS #0060 - Total For Human Resources</i>			<i>\$7.24</i>
<b>ALBERTSONS #0060 - ALL DEPARTMENTS</b>			<b>\$25.22</b>

## ALBERTSONS #0062

ALBERTSONS #0062	Fire-EMS Operations	Station Supplies	\$10.05
<i>ALBERTSONS #0062 - Total For Fire-EMS Operations</i>			<i>\$10.05</i>
ALBERTSONS #0062	Municipal Court	GROCERY STORES, SUPERMARKETS	\$57.20
<i>ALBERTSONS #0062 - Total For Municipal Court</i>			<i>\$57.20</i>
<b>ALBERTSONS #0062 - ALL DEPARTMENTS</b>			<b>\$67.25</b>

## ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Balefill - Disposal & Landfill	SERVICE UPDATES	\$1,203.00
ALL OUT FIRE EXTINGU	Balefill - Disposal & Landfill	SERVICE UPDATES	\$342.00
<i>ALL OUT FIRE EXTINGU - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,545.00</i>
ALL OUT FIRE EXTINGU	Refuse - Residential	SERVICE TO EXTINGUISHERS	\$1,140.00
<i>ALL OUT FIRE EXTINGU - Total For Refuse - Residential</i>			<i>\$1,140.00</i>
<b>ALL OUT FIRE EXTINGU - ALL DEPARTMENTS</b>			<b>\$2,685.00</b>

## ALLURETECH

ALLURETECH	Miller St. Dormitory	Miller House Internet	\$42.00
<i>ALLURETECH - Total For Miller St. Dormitory</i>			<i>\$42.00</i>
<b>ALLURETECH - ALL DEPARTMENTS</b>			<b>\$42.00</b>

## ALSCO

ALSCO	Balefill - Baler Processing	Uniforms	\$70.16
ALSCO	Balefill - Baler Processing	Uniforms	\$70.16
ALSCO	Balefill - Baler Processing	Uniforms	\$70.16
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$210.48</i>
ALSCO	Balefill - Disposal & Landfill	Floor Mats	\$64.25
ALSCO	Balefill - Disposal & Landfill	Floor Mats	\$71.61
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$135.86</i>
ALSCO	Refuse - Residential	Uniforms	\$56.10
ALSCO	Refuse - Residential	Uniforms	\$56.10
ALSCO	Refuse - Residential	Uniforms	\$56.10
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$168.30</i>
ALSCO	Streets	Uniforms Dec. 2019	\$487.12
<i>ALSCO - Total For Streets</i>			<i>\$487.12</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$1,001.76</b>

## ALSCO INC.

ALSCO INC.	Fleet Maintenance Fund	OCT LAUNDRY SVC	\$852.15
<i>ALSCO INC. - Total For Fleet Maintenance Fund</i>			<i>\$852.15</i>
ALSCO INC.	Regional Water Operations	Laundry	\$128.41
<i>ALSCO INC. - Total For Regional Water Operations</i>			<i>\$128.41</i>
ALSCO INC.	Sewer Fund - Collection	Laundry and Towels	\$273.20
<i>ALSCO INC. - Total For Sewer Fund - Collection</i>			<i>\$273.20</i>
ALSCO INC.	WWTP - Operations	LAUNDRY	\$618.35
<i>ALSCO INC. - Total For WWTP - Operations</i>			<i>\$618.35</i>
<b>ALSCO INC. - ALL DEPARTMENTS</b>			<b>\$1,872.11</b>

## AMAZON.COM 500IS0UX3

AMAZON.COM 500IS0UX3	Customer Service	DESKTOP SCANNER	\$83.99
<i>AMAZON.COM 500IS0UX3 - Total For Customer Service</i>			<i>\$83.99</i>
<b>AMAZON.COM 500IS0UX3 - ALL DEPARTMENTS</b>			<b>\$83.99</b>

## AMERICAN ASSOCIATION

AMERICAN ASSOCIATION	Ft. Caspar Museum	Annual membership in American Association for	\$118.00
<i>AMERICAN ASSOCIATION - Total For Ft. Caspar Museum</i>			<i>\$118.00</i>
<b>AMERICAN ASSOCIATION - ALL DEPARTMENTS</b>			<b>\$118.00</b>

## AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Landfill Bldg heat	\$717.60
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Fork Lift Tanks	\$133.20
AMERIGAS - CASPER	Balefill - Disposal & Landfill	LDF Bldg Heat	\$1,833.85
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Propane	\$708.19
<i>AMERIGAS - CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,392.84</i>
<b>AMERIGAS - CASPER - ALL DEPARTMENTS</b>			<b>\$3,392.84</b>

## AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Balefill - Disposal & Landfill	Gas System Operation	\$15.19
<i>AMERI-TECH EQUIPMENT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$15.19</i>
AMERI-TECH EQUIPMENT	Capital Projects Fund	Snow Plow Install	\$5,850.00
<i>AMERI-TECH EQUIPMENT - Total For Capital Projects Fund</i>			<i>\$5,850.00</i>
<b>AMERI-TECH EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$5,865.19</b>

## AMPAC HOLDINGS INC

AMPAC HOLDINGS INC	Municipal Court	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$55.65
<i>AMPAC HOLDINGS INC - Total For Municipal Court</i>			<i>\$55.65</i>
<b>AMPAC HOLDINGS INC - ALL DEPARTMENTS</b>			<b>\$55.65</b>

## AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	New Pool Test Containers	\$70.00
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$70.00</i>
AMZN Mktp US	Balefill - Baler Processing	TOWEL HOLDERS FOR MILLER HOUSE	\$59.48
<i>AMZN Mktp US - Total For Balefill - Baler Processing</i>			<i>\$59.48</i>
AMZN Mktp US	Fire-EMS Operations	Filter for Projector	\$29.68
AMZN Mktp US	Fire-EMS Operations	Projector Bulbs	\$184.26
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			<i>\$213.94</i>
AMZN Mktp US	Hogadon - Operations	Crimp Ferrules	\$12.98

<i>AMZN Mktp US - Total For Hogadon - Operations</i>			<i>\$12.98</i>
AMZN Mktp US	Police Administration	BOOK STORES	\$33.89
AMZN Mktp US	Police Administration	BOOK STORES	\$48.98
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$82.87</i>
AMZN Mktp US	Rec Center - Operations	BOOK STORES	\$29.99
AMZN Mktp US	Rec Center - Operations	BOOK STORES	\$43.99
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$73.98</i>
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$513.25</b>

## ASSOCIATED POOL BUIL

ASSOCIATED POOL BUIL	Aquatics - Operations	Service Lap Uv	\$577.92
ASSOCIATED POOL BUIL	Aquatics - Operations	Service Lap Uv	\$3,483.56
<i>ASSOCIATED POOL BUIL - Total For Aquatics - Operations</i>			<i>\$4,061.48</i>
<b>ASSOCIATED POOL BUIL - ALL DEPARTMENTS</b>			<b>\$4,061.48</b>

## AT&T 051221271100

AT&T 051221271100	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$109.94
<i>AT&amp;T 051221271100 - Total For Public Safety Communications</i>			<i>\$109.94</i>
<b>AT&amp;T 051221271100 - ALL DEPARTMENTS</b>			<b>\$109.94</b>

## AT&T BILL PAYMENT

AT&T BILL PAYMENT	Fire-EMS Administration	Monthly service for air packs on R1	\$139.40
<i>AT&amp;T BILL PAYMENT - Total For Fire-EMS Administration</i>			<i>\$139.40</i>
AT&T BILL PAYMENT	Traffic Control	Monthly charge on 2 Traffic tablets	\$80.08
<i>AT&amp;T BILL PAYMENT - Total For Traffic Control</i>			<i>\$80.08</i>
AT&T BILL PAYMENT	Water - Distribution	TELECOMMUNICATION SERV.	\$160.16
<i>AT&amp;T BILL PAYMENT - Total For Water - Distribution</i>			<i>\$160.16</i>
<b>AT&amp;T BILL PAYMENT - ALL DEPARTMENTS</b>			<b>\$379.64</b>

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Printer Cartridges	\$108.84
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Cartridges	\$281.74
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Headset Replacement	\$349.79



<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$740.37</i>
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	File Pocket	\$53.86
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion &amp; Special</i>			<i>\$53.86</i>
ATLAS OFFICE PRODUCT	Buildings & Structures Fund	Daily Appointment Book for Matt Thomason in	\$32.99
<i>ATLAS OFFICE PRODUCT - Total For Buildings &amp; Structures Fund</i>			<i>\$32.99</i>
ATLAS OFFICE PRODUCT	City Manager	Office Supplies	\$19.80
<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			<i>\$19.80</i>
ATLAS OFFICE PRODUCT	Code Enforcement	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$49.83
<i>ATLAS OFFICE PRODUCT - Total For Code Enforcement</i>			<i>\$49.83</i>
ATLAS OFFICE PRODUCT	Customer Service	CARTRIDGE	\$45.69
ATLAS OFFICE PRODUCT	Customer Service	DISPOSABLE GLOVES FOR MAIL SORTING	\$7.27
ATLAS OFFICE PRODUCT	Customer Service	CREDIT GIVEN FOR GLOVES RETURNED	(\$17.29)
ATLAS OFFICE PRODUCT	Customer Service	PAPER/TONER/BATTERIES/CALENDARS	\$65.18
ATLAS OFFICE PRODUCT	Customer Service	CARTRIDGE	\$106.23
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$207.08</i>
ATLAS OFFICE PRODUCT	Engineering	VACATION CALENDAR & DAILY PULL CALENDAR	\$38.54
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			<i>\$38.54</i>
ATLAS OFFICE PRODUCT	Finance	CHRISTA-FINANCE-CALENDAR	\$11.28
ATLAS OFFICE PRODUCT	Finance	CARTRIDGE	\$385.00
ATLAS OFFICE PRODUCT	Finance	PAPER/TONER/BATTERIES/CALENDARS	\$13.39
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$409.67</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink Cartridges	\$94.35
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Packing tape and dispenser	\$23.27
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Binder Supplies	\$119.00
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$236.62</i>
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$11.03
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			<i>\$11.03</i>
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Desk Calendar for MB	\$21.51
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	HP Laserjet ink cartridge	\$74.72
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			<i>\$96.23</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	PAPER/TONER/BATTERIES/CALENDARS	\$13.39
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$13.39</i>
ATLAS OFFICE PRODUCT	Human Resources	20, 8-Tab Dividers	\$12.80
ATLAS OFFICE PRODUCT	Human Resources	PAPER/TONER/BATTERIES/CALENDARS	\$13.40
ATLAS OFFICE PRODUCT	Human Resources	Hanging Strip	\$5.09
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$31.29</i>

ATLAS OFFICE PRODUCT	Information Services	Mousepad wrist rest, desk calendar	\$17.12
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			<i>\$17.12</i>
ATLAS OFFICE PRODUCT	Municipal Court	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$200.18
ATLAS OFFICE PRODUCT	Municipal Court	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$117.94
ATLAS OFFICE PRODUCT	Municipal Court	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$5.51
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$323.63</i>
ATLAS OFFICE PRODUCT	Police Administration	Memo Book	\$8.69
ATLAS OFFICE PRODUCT	Police Administration	Ink, Cartridge, Envelopes	\$239.78
ATLAS OFFICE PRODUCT	Police Administration	Misc. Office Supplies	\$619.99
ATLAS OFFICE PRODUCT	Police Administration	Memo Book	\$29.23
ATLAS OFFICE PRODUCT	Police Administration	Keyboard	\$37.35
ATLAS OFFICE PRODUCT	Police Administration	Folder Legal Pockets	\$39.62
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$974.66</i>
ATLAS OFFICE PRODUCT	Risk Management	PAPER/TONER/BATTERIES/CALENDARS	\$13.40
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$13.40</i>
ATLAS OFFICE PRODUCT	Sewer Fund - Admin	Desk Calendar, Correction Tape	\$25.07
<i>ATLAS OFFICE PRODUCT - Total For Sewer Fund - Admin</i>			<i>\$25.07</i>
ATLAS OFFICE PRODUCT	Water - Distribution	GEL PENS	\$25.99
ATLAS OFFICE PRODUCT	Water - Distribution	Floor cleaner	\$12.01
ATLAS OFFICE PRODUCT	Water - Distribution	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$7.35
ATLAS OFFICE PRODUCT	Water - Distribution	gel pen return	(\$25.99)
ATLAS OFFICE PRODUCT	Water - Distribution	CLEANER	\$13.49
<i>ATLAS OFFICE PRODUCT - Total For Water - Distribution</i>			<i>\$32.85</i>
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$3,327.43</b>

## ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning - Admin	Laminate	\$36.00
<i>ATLAS REPRODUCTION - Total For Planning - Admin</i>			<i>\$36.00</i>
<b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>			<b>\$36.00</b>

## AUTOMATIONDIRECT.COM

AUTOMATIONDIRECT.COM	Hogadon - Operations	ChairLift pressure switch	\$101.00
AUTOMATIONDIRECT.COM	Hogadon - Operations	ChairLift pressure switches replace defective pu	\$259.52
AUTOMATIONDIRECT.COM	Hogadon - Operations	ChairLift pressure switch TAX REFUND	(\$5.05)

<i>AUTOMATIONDIRECT.COM - Total For Hogadon - Operations</i>	\$355.47
<b>AUTOMATIONDIRECT.COM - ALL DEPARTMENTS</b>	<b>\$355.47</b>

### **B32 ENGINEERING GROU**

B32 ENGINEERING GROU	Capital Projects Fund	CIA Chiller Replacement 15-58	\$3,102.00
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$3,102.00</i>
<b>B32 ENGINEERING GROU - ALL DEPARTMENTS</b>			<b>\$3,102.00</b>

### **BAILEY'S ACE HARDWAR**

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Thermometer, Cleaning Supplies	\$66.48
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Snow Pusher	\$65.97
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$132.45</i>
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Paper towel holder	\$35.54
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$35.54</i>
BAILEY'S ACE HARDWAR	Refuse - Residential	Trowel	\$7.77
BAILEY'S ACE HARDWAR	Refuse - Residential	Shovels	\$79.98
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Residential</i>			<i>\$87.75</i>
<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>			<b>\$255.74</b>

### **BAILEYS ACE HDWE**

BAILEYS ACE HDWE	Fire-EMS Operations	Snap Bolt	\$15.96
<i>BAILEYS ACE HDWE - Total For Fire-EMS Operations</i>			<i>\$15.96</i>
BAILEYS ACE HDWE	Metro Animal Fund - Admin	PURCHASE GLUE TO REATTACH RUBBER BASEB	\$5.87
<i>BAILEYS ACE HDWE - Total For Metro Animal Fund - Admin</i>			<i>\$5.87</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Fasteners	\$2.58
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$2.58</i>
BAILEYS ACE HDWE	Police Animal Control	HARDWARE STORES	\$15.96
<i>BAILEYS ACE HDWE - Total For Police Animal Control</i>			<i>\$15.96</i>
BAILEYS ACE HDWE	Sewer Fund - Collection	chop saw fuel	\$24.99
<i>BAILEYS ACE HDWE - Total For Sewer Fund - Collection</i>			<i>\$24.99</i>
BAILEYS ACE HDWE	WWTP - Operations	brush and cleaner	\$8.57
BAILEYS ACE HDWE	WWTP - Operations	credit	(\$9.00)
BAILEYS ACE HDWE	WWTP - Operations	Plumbing parts	\$22.33

BAILEYS ACE HDWE	WWTP - Operations	Brush, cleaner, glue	\$9.00
<i>BAILEYS ACE HDWE - Total For WWTP - Operations</i>			<i>\$30.90</i>
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$96.26</b>

## BAUDVILLE INC.

BAUDVILLE INC.	Human Resources	Certificates, 2020 Stickers and Ribbons for CWC	\$71.80
<i>BAUDVILLE INC. - Total For Human Resources</i>			<i>\$71.80</i>
<b>BAUDVILLE INC. - ALL DEPARTMENTS</b>			<b>\$71.80</b>

## BEST BUY

BEST BUY	Capital Projects Fund	I-Pads for use as Tyler Time Clocks	\$989.97
BEST BUY	Capital Projects Fund	4 I-Pads for use as Tyler Time Clocks	\$1,319.96
<i>BEST BUY - Total For Capital Projects Fund</i>			<i>\$2,309.93</i>
BEST BUY	Fire-EMS Operations	TV for Rov	\$69.99
<i>BEST BUY - Total For Fire-EMS Operations</i>			<i>\$69.99</i>
BEST BUY	Parks - Parks Maint.	TV's for Tim Cortez	\$1,319.96
<i>BEST BUY - Total For Parks - Parks Maint.</i>			<i>\$1,319.96</i>
BEST BUY	Sewer Fund - Collection	external hard drive for CCTV van	\$84.95
<i>BEST BUY - Total For Sewer Fund - Collection</i>			<i>\$84.95</i>
<b>BEST BUY - ALL DEPARTMENTS</b>			<b>\$3,784.83</b>

## BEST WESTERN PLUS WH

BEST WESTERN PLUS WH	Fire-EMS Training	Motel room while on Brush 2 trip	\$143.88
BEST WESTERN PLUS WH	Fire-EMS Training	Troy Heib's stay in MN while picking up the new	\$143.88
<i>BEST WESTERN PLUS WH - Total For Fire-EMS Training</i>			<i>\$287.76</i>
<b>BEST WESTERN PLUS WH - ALL DEPARTMENTS</b>			<b>\$287.76</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Natural Gas	\$4,443.68
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$4,443.68</i>
BLACK HILLS ENERGY	Aquatics - Pool	Natural Gas	\$297.00
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			<i>\$297.00</i>
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Natural Gas	\$4,872.78

<i>BLACK HILLS ENERGY - Total For Balefill - Disposal &amp; Landfill</i>			\$4,872.78
BLACK HILLS ENERGY	Buildings & Structures Fund	Natural gas	\$317.65
<i>BLACK HILLS ENERGY - Total For Buildings &amp; Structures Fund</i>			\$317.65
BLACK HILLS ENERGY	Cemetery	Natural Gas	\$307.18
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$307.18
BLACK HILLS ENERGY	City Center Building	Natural gas	\$136.80
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$136.80
BLACK HILLS ENERGY	City Hall	Natural Gas	\$1,174.10
<i>BLACK HILLS ENERGY - Total For City Hall</i>			\$1,174.10
BLACK HILLS ENERGY	Fire-EMS Administration	Natural Gas	\$343.24
BLACK HILLS ENERGY	Fire-EMS Administration	Natural Gas	\$2,379.62
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$2,722.86
BLACK HILLS ENERGY	Fleet Maintenance Fund	Natural Gas	\$2,783.86
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$2,783.86
BLACK HILLS ENERGY	Ft. Caspar Museum	Natural Gas	\$456.67
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$456.67
BLACK HILLS ENERGY	Golf - Operations	Natural gas	\$406.52
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$406.52
BLACK HILLS ENERGY	Ice Arena - Operations	Natural Gas	\$1,028.09
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$1,028.09
BLACK HILLS ENERGY	Marathon Building	Natural gas	\$698.31
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			\$698.31
BLACK HILLS ENERGY	Metro Animal Fund - Admin	Natural Gas	\$1,230.20
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund - Admin</i>			\$1,230.20
BLACK HILLS ENERGY	Miller St. Dormitory	Natural gas	\$76.01
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			\$76.01
BLACK HILLS ENERGY	Parks - Parks Maint.	Natural Gas	\$183.35
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$183.35
BLACK HILLS ENERGY	Rec Center - Operations	Natural Gas	\$849.77
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$849.77
BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$6,395.04
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			\$6,395.04
BLACK HILLS ENERGY	Sewer Fund - Collection	Natural Gas	\$17.41
<i>BLACK HILLS ENERGY - Total For Sewer Fund - Collection</i>			\$17.41
BLACK HILLS ENERGY	Water - Distribution	Natural Gas	\$1,491.25
<i>BLACK HILLS ENERGY - Total For Water - Distribution</i>			\$1,491.25

BLACK HILLS ENERGY	WWTP - Operations	Natural Gas	\$7,396.93
<i>BLACK HILLS ENERGY - Total For WWTP - Operations</i>			<i>\$7,396.93</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$37,285.46</b>

## BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Plumbing repair parts for Hogadon women's res	\$35.70
<i>BLOEDORN LUMBER CASP - Total For Buildings &amp; Structures Fund</i>			<i>\$35.70</i>
BLOEDORN LUMBER CASP	Fire-EMS Operations	Six 2x4s	\$24.18
<i>BLOEDORN LUMBER CASP - Total For Fire-EMS Operations</i>			<i>\$24.18</i>
<b>BLOEDORN LUMBER CASP - ALL DEPARTMENTS</b>			<b>\$59.88</b>

## BOUND TREE MEDICAL L

BOUND TREE MEDICAL L	Hogadon - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$5.09
<i>BOUND TREE MEDICAL L - Total For Hogadon - Operations</i>			<i>\$5.09</i>
<b>BOUND TREE MEDICAL L - ALL DEPARTMENTS</b>			<b>\$5.09</b>

## BP#9781865OHM QUICKQ

BP#9781865OHM QUICKQ	Police Administration	AUTOMATED FUEL DISPENSERS	\$8.87
BP#9781865OHM QUICKQ	Police Administration	SERVICE STATIONS	\$5.50
<i>BP#9781865OHM QUICKQ - Total For Police Administration</i>			<i>\$14.37</i>
<b>BP#9781865OHM QUICKQ - ALL DEPARTMENTS</b>			<b>\$14.37</b>

## BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	WWTP - Operations	Ferric Chloride Delivery 12/16/19	\$10,548.64
<i>BRENNTAG PACIFIC, IN - Total For WWTP - Operations</i>			<i>\$10,548.64</i>
<b>BRENNTAG PACIFIC, IN - ALL DEPARTMENTS</b>			<b>\$10,548.64</b>

## BROOKWOOD BBQ RDU

BROOKWOOD BBQ RDU	Police Administration	FAST FOOD RESTAURANTS	\$15.03
<i>BROOKWOOD BBQ RDU - Total For Police Administration</i>			<i>\$15.03</i>
<b>BROOKWOOD BBQ RDU - ALL DEPARTMENTS</b>			<b>\$15.03</b>

## BUDGET RENT-A-CAR

BUDGET RENT-A-CAR	Police Administration	BUDGET RENT-A-CAR	\$24.95
BUDGET RENT-A-CAR	Police Administration	BUDGET RENT-A-CAR	\$751.81
<i>BUDGET RENT-A-CAR - Total For Police Administration</i>			<i>\$776.76</i>
<b>BUDGET RENT-A-CAR - ALL DEPARTMENTS</b>			<b>\$776.76</b>

## CASELLE, INC.

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

## CASPAR BUILDING SYST

CASPAR BUILDING SYST	Refuse - Residential	MRF and Alternates - Supp Chan	\$35,056.09
<i>CASPAR BUILDING SYST - Total For Refuse - Residential</i>			<i>\$35,056.09</i>
CASPAR BUILDING SYST	Refuse Collection Fund	MRF and Alternates Retainage Release	123,500.25
CASPAR BUILDING SYST	Refuse Collection Fund	Retainage Release Baler Bldg Slib loan	245,230.75
<i>CASPAR BUILDING SYST - Total For Refuse Collection Fund</i>			<i>\$368,731.00</i>
<b>CASPAR BUILDING SYST - ALL DEPARTMENTS</b>			<b>\$403,787.09</b>

## CASPER AMC

CASPER AMC	Police Administration	VETERINARY SERVICES	\$125.30
CASPER AMC	Police Administration	VETERINARY SERVICES	\$255.96
CASPER AMC	Police Administration	VETERINARY SERVICES	\$34.18
CASPER AMC	Police Administration	VETERINARY SERVICES	\$61.20
<i>CASPER AMC - Total For Police Administration</i>			<i>\$476.64</i>
<b>CASPER AMC - ALL DEPARTMENTS</b>			<b>\$476.64</b>

## CASPER CONTRACTORS S

CASPER CONTRACTORS S	Balefill - Baler Processing	BALER BLDG TOOLS	\$226.42
CASPER CONTRACTORS S	Balefill - Baler Processing	DRILL BATTERY	\$340.61
<i>CASPER CONTRACTORS S - Total For Balefill - Baler Processing</i>			<i>\$567.03</i>
CASPER CONTRACTORS S	Regional Water Operations	Grease Gun kit	\$329.00

<i>CASPER CONTRACTORS S - Total For Regional Water Operations</i>			<i>\$329.00</i>
CASPER CONTRACTORS S	Streets	New tripod for instrument/ 3 cases of orange m	\$260.06
<i>CASPER CONTRACTORS S - Total For Streets</i>			<i>\$260.06</i>
<b>CASPER CONTRACTORS S - ALL DEPARTMENTS</b>			<b>\$1,156.09</b>

## CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Fire-EMS Operations	Annual Test at Station 2	\$146.75
CASPER FIRE EXTINGUI	Fire-EMS Operations	Blow out and cap off Station 1	\$156.50
CASPER FIRE EXTINGUI	Fire-EMS Operations	Annual test at Station 3	\$162.50
<i>CASPER FIRE EXTINGUI - Total For Fire-EMS Operations</i>			<i>\$465.75</i>
CASPER FIRE EXTINGUI	WWTP - Regional Interceptor	Fire extinguishers	\$68.25
<i>CASPER FIRE EXTINGUI - Total For WWTP - Regional Interceptors</i>			<i>\$68.25</i>
<b>CASPER FIRE EXTINGUI - ALL DEPARTMENTS</b>			<b>\$534.00</b>

## CASPER HOUSING AUTHO

CASPER HOUSING AUTHO	Capital Projects Fund	LSC Building E Oct. 2019	\$24,271.14
CASPER HOUSING AUTHO	Capital Projects Fund	LSC Building E Sept. 2019	\$1,382.54
<i>CASPER HOUSING AUTHO - Total For Capital Projects Fund</i>			<i>\$25,653.68</i>
<b>CASPER HOUSING AUTHO - ALL DEPARTMENTS</b>			<b>\$25,653.68</b>

## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Police Administration	NEWS DEALERS AND NEWSSTANDS	\$328.00
CASPER STAR TRIBUNE	Police Administration	NEWS DEALERS AND NEWSSTANDS	\$1,091.20
<i>CASPER STAR TRIBUNE - Total For Police Administration</i>			<i>\$1,419.20</i>
<b>CASPER STAR TRIBUNE - ALL DEPARTMENTS</b>			<b>\$1,419.20</b>

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Baler Processing	Solid Waste Plasma Table Ad for Bids	\$454.92
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Baler Processing</i>			<i>\$454.92</i>
CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Solid Waste Compactor Bldg Final Pay	\$246.82
CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Solid Waste Portable Litter Ad for Bids	\$473.24
CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	2020 Lighting Replacements Ad for Bid	\$511.16
CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	City Security Door Upgrade final pay	\$116.40



<i>CASPER STAR-TRIBUNE, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,347.62</i>
CASPER STAR-TRIBUNE,	Capital Projects Fund	Hogadon Parking Lot Ad for Bids	\$466.92
CASPER STAR-TRIBUNE,	Capital Projects Fund	City Security Door Upgrade final pay	\$116.20
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$583.12</i>
CASPER STAR-TRIBUNE,	City Clerk	Council Minutes	\$1,544.20
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,544.20</i>
CASPER STAR-TRIBUNE,	Metropolitan Planning Org	L RTP Public Comment Period	\$395.00
<i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>			<i>\$395.00</i>
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Planning and Zoning	\$140.64
CASPER STAR-TRIBUNE,	Planning - Admin	Annexation S. Poplar St.	\$804.40
<i>CASPER STAR-TRIBUNE, - Total For Planning - Admin</i>			<i>\$945.04</i>
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>			<b>\$5,269.90</b>

## CASPER TIRE

CASPER TIRE	Refuse - Commercial	2222275 Semi Flat	\$35.00
CASPER TIRE	Refuse - Commercial	222261 Semi Complete Switch RFO	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$70.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$70.00</b>

## CASPER TIRE 0000705

CASPER TIRE 0000705	Fleet Maintenance Fund	6 TIRES 230090	\$1,018.00
<i>CASPER TIRE 0000705 - Total For Fleet Maintenance Fund</i>			<i>\$1,018.00</i>
<b>CASPER TIRE 0000705 - ALL DEPARTMENTS</b>			<b>\$1,018.00</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	City Center Plumbing Repair Parts	\$5.78
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for City Center	\$104.16
CASPER WINNELSON CO	Buildings & Structures Fund	Repair parts for ice arena hot water heater	\$96.68
CASPER WINNELSON CO	Buildings & Structures Fund	Vent covers for Service Center	\$7.16
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$213.78</i>
CASPER WINNELSON CO	WWTP - Operations	Plumbing parts	\$335.34
<i>CASPER WINNELSON CO - Total For WWTP - Operations</i>			<i>\$335.34</i>

**CASPER WINNELSON CO - ALL DEPARTMENTS****\$549.12****CBT NUGGETS LLC**

CBT NUGGETS LLC	Information Services	IT Training Resource subscription	\$599.00
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<i>CBT NUGGETS LLC - Total For Information Services</i>			<i>\$599.00</i>
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**CBT NUGGETS LLC - ALL DEPARTMENTS****\$599.00****CENTRAL WY. REGIONAL**

CENTRAL WY. REGIONAL	Water	Dec. 2019 System investment Charges	\$11,215.00
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<i>CENTRAL WY. REGIONAL - Total For Water</i>			<i>\$11,215.00</i>
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CENTRAL WY. REGIONAL	Water - Admin	Dec. 19 Wholesale Water	309,618.64
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<i>CENTRAL WY. REGIONAL - Total For Water - Admin</i>			<i>\$309,618.64</i>
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**CENTRAL WY. REGIONAL - ALL DEPARTMENTS****\$320,833.64****CENTURYLINK**

CENTURYLINK	Aquatics - Operations	Centurylink VOIP Phone Service	\$5.68
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CENTURYLINK	Aquatics - Operations	Centurylink VOIP Phone Service	\$24.27
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<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$29.95</i>
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CENTURYLINK	Balefill - Disposal & Landfill	Phone Use	\$67.41
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CENTURYLINK	Balefill - Disposal & Landfill	Centurylink VOIP Phone Service	\$18.28
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CENTURYLINK	Balefill - Disposal & Landfill	Centurylink VOIP Phone Service	\$78.08
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<i>CENTURYLINK - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$163.77</i>
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CENTURYLINK	Buildings & Structures Fund	Centurylink VOIP Phone Service	\$3.44
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CENTURYLINK	Buildings & Structures Fund	Centurylink VOIP Phone Service	\$14.69
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<i>CENTURYLINK - Total For Buildings &amp; Structures Fund</i>			<i>\$18.13</i>
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CENTURYLINK	Cemetery	Centurylink VOIP Phone Service	\$3.44
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CENTURYLINK	Cemetery	Centurylink VOIP Phone Service	\$14.69
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<i>CENTURYLINK - Total For Cemetery</i>			<i>\$18.13</i>
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CENTURYLINK	City Attorney	Centurylink VOIP Phone Service	\$53.65
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CENTURYLINK	City Attorney	Centurylink VOIP Phone Service	\$12.56
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<i>CENTURYLINK - Total For City Attorney</i>			<i>\$66.21</i>
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CENTURYLINK	City Council	Centurylink VOIP Phone Service	\$3.44
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CENTURYLINK	City Council	Centurylink VOIP Phone Service	\$14.69
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<i>CENTURYLINK - Total For City Council</i>			<i>\$18.13</i>
CENTURYLINK	City Hall	Phone Use	\$35.54
CENTURYLINK	City Hall	Centurylink VOIP Phone Service	\$2.28
CENTURYLINK	City Hall	Centurylink VOIP Phone Service	\$9.74
<i>CENTURYLINK - Total For City Hall</i>			<i>\$47.56</i>
CENTURYLINK	City Manager	Centurylink VOIP Phone Service	\$8.00
CENTURYLINK	City Manager	Centurylink VOIP Phone Service	\$34.17
<i>CENTURYLINK - Total For City Manager</i>			<i>\$42.17</i>
CENTURYLINK	Code Enforcement	Centurylink VOIP Phone Service	\$16.00
CENTURYLINK	Code Enforcement	Centurylink VOIP Phone Service	\$68.34
CENTURYLINK	Code Enforcement	Phone Use	\$65.08
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$149.42</i>
CENTURYLINK	Customer Service	Phone Use	\$40.31
CENTURYLINK	Customer Service	Centurylink VOIP Phone Service	\$8.00
CENTURYLINK	Customer Service	Centurylink VOIP Phone Service	\$34.17
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$82.48</i>
CENTURYLINK	Engineering	Centurylink VOIP Phone Service	\$68.34
CENTURYLINK	Engineering	Centurylink VOIP Phone Service	\$16.00
<i>CENTURYLINK - Total For Engineering</i>			<i>\$84.34</i>
CENTURYLINK	Finance	Centurylink VOIP Phone Service	\$18.28
CENTURYLINK	Finance	Centurylink VOIP Phone Service	\$78.08
<i>CENTURYLINK - Total For Finance</i>			<i>\$96.36</i>
CENTURYLINK	Fire-EMS Administration	Centurylink VOIP Phone Service	\$97.56
CENTURYLINK	Fire-EMS Administration	Centurylink VOIP Phone Service	\$22.84
CENTURYLINK	Fire-EMS Administration	Phone Use	\$1,212.12
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,332.52</i>
CENTURYLINK	Fleet Maintenance Fund	Phone Use	\$141.16
CENTURYLINK	Fleet Maintenance Fund	Centurylink VOIP Phone Service	\$63.39
CENTURYLINK	Fleet Maintenance Fund	Centurylink VOIP Phone Service	\$14.84
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$219.39</i>
CENTURYLINK	Ft. Caspar Museum	Centurylink VOIP Phone Service	\$14.69
CENTURYLINK	Ft. Caspar Museum	Centurylink VOIP Phone Service	\$3.44
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$18.13</i>
CENTURYLINK	Golf - Operations	Centurylink VOIP Phone Service	\$14.69
CENTURYLINK	Golf - Operations	Centurylink VOIP Phone Service	\$3.44
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$18.13</i>

CENTURYLINK	Hogadon - Operations	Centurylink VOIP Phone Service	\$48.70
CENTURYLINK	Hogadon - Operations	Centurylink VOIP Phone Service	\$11.40
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$60.10</i>
CENTURYLINK	Human Resources	Centurylink VOIP Phone Service	\$24.43
CENTURYLINK	Human Resources	Centurylink VOIP Phone Service	\$5.72
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$30.15</i>
CENTURYLINK	Ice Arena - Operations	Centurylink VOIP Phone Service	\$4.56
CENTURYLINK	Ice Arena - Operations	Centurylink VOIP Phone Service	\$19.48
CENTURYLINK	Ice Arena - Operations	Phone Use	\$39.52
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$63.56</i>
CENTURYLINK	Information Services	Centurylink VOIP Phone Service	\$18.28
CENTURYLINK	Information Services	Centurylink VOIP Phone Service	\$78.08
<i>CENTURYLINK - Total For Information Services</i>			<i>\$96.36</i>
CENTURYLINK	Meter Services	Centurylink VOIP Phone Service	\$6.80
CENTURYLINK	Meter Services	Centurylink VOIP Phone Service	\$29.07
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$35.87</i>
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$39.54
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$154.58
CENTURYLINK	Metro Animal Fund - Admin	Centurylink VOIP Phone Service	\$3.44
CENTURYLINK	Metro Animal Fund - Admin	Centurylink VOIP Phone Service	\$14.69
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			<i>\$212.25</i>
CENTURYLINK	Municipal Court	Centurylink VOIP Phone Service	\$53.65
CENTURYLINK	Municipal Court	Centurylink VOIP Phone Service	\$12.56
CENTURYLINK	Municipal Court		\$23.52
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$89.73</i>
CENTURYLINK	Parking Fund	Phone Use	\$126.10
<i>CENTURYLINK - Total For Parking Fund</i>			<i>\$126.10</i>
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$47.42
CENTURYLINK	Parks - Parks Maint.	Centurylink VOIP Phone Service	\$53.65
CENTURYLINK	Parks - Parks Maint.	Centurylink VOIP Phone Service	\$12.56
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$122.03
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$235.66</i>
CENTURYLINK	Planning - Admin	Centurylink VOIP Phone Service	\$48.70
CENTURYLINK	Planning - Admin	Centurylink VOIP Phone Service	\$11.40
<i>CENTURYLINK - Total For Planning - Admin</i>			<i>\$60.10</i>
CENTURYLINK	Police Administration	Phone Use	\$360.97

CENTURYLINK	Police Administration	Centurylink VOIP Phone Service	\$70.75
CENTURYLINK	Police Administration	Centurylink VOIP Phone Service	\$302.26
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$733.98</i>
CENTURYLINK	Public Safety Communication	Phone Use	\$181.88
CENTURYLINK	Public Safety Communication	Phone Use	\$300.80
CENTURYLINK	Public Safety Communication	Phone Use	\$493.51
CENTURYLINK	Public Safety Communication	Centurylink VOIP Phone Service	\$9.74
CENTURYLINK	Public Safety Communication	Centurylink VOIP Phone Service	\$2.28
CENTURYLINK	Public Safety Communication	Phone Use	\$10,961.92
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,950.13</i>
CENTURYLINK	Rec Center - Operations	Centurylink VOIP Phone Service	\$38.96
CENTURYLINK	Rec Center - Operations	Centurylink VOIP Phone Service	\$9.12
CENTURYLINK	Rec Center - Operations	Phone Use	\$278.09
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$326.17</i>
CENTURYLINK	Regional Water Operations	Centurylink VOIP Phone Service	\$4.56
CENTURYLINK	Regional Water Operations	Centurylink VOIP Phone Service	\$19.48
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$24.04</i>
CENTURYLINK	Risk Management	Centurylink VOIP Phone Service	\$14.64
CENTURYLINK	Risk Management	Centurylink VOIP Phone Service	\$3.39
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$18.03</i>
CENTURYLINK	Sewer Fund - Collection	Centurylink VOIP Phone Service	\$9.74
CENTURYLINK	Sewer Fund - Collection	Centurylink VOIP Phone Service	\$2.28
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$12.02</i>
CENTURYLINK	Streets	Centurylink VOIP Phone Service	\$34.17
CENTURYLINK	Streets	Phone Use	\$162.06
CENTURYLINK	Streets	Centurylink VOIP Phone Service	\$8.00
<i>CENTURYLINK - Total For Streets</i>			<i>\$204.23</i>
CENTURYLINK	Water - Admin	Phone Use	\$195.24
CENTURYLINK	Water - Admin	Centurylink VOIP Phone Service	\$19.48
CENTURYLINK	Water - Admin	Centurylink VOIP Phone Service	\$4.56
<i>CENTURYLINK - Total For Water - Admin</i>			<i>\$219.28</i>
CENTURYLINK	Water - Distribution	Phone Use	\$39.52
CENTURYLINK	Water - Distribution	Centurylink VOIP Phone Service	\$14.69
CENTURYLINK	Water - Distribution	Centurylink VOIP Phone Service	\$3.44
<i>CENTURYLINK - Total For Water - Distribution</i>			<i>\$57.65</i>
CENTURYLINK	Water - Tanks	Phone Use	\$53.66

<i>CENTURYLINK - Total For Water - Tanks</i>			<i>\$53.66</i>
CENTURYLINK	WWTP - Operations	Phone Use	\$155.24
CENTURYLINK	WWTP - Operations	Centurylink VOIP Phone Service	\$6.84
CENTURYLINK	WWTP - Operations	Centurylink VOIP Phone Service	\$29.22
<i>CENTURYLINK - Total For WWTP - Operations</i>			<i>\$191.30</i>
CENTURYLINK	WWTP - Regional Interceptor	Phone Use	\$1,779.65
<i>CENTURYLINK - Total For WWTP - Regional Interceptors</i>			<i>\$1,779.65</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$18,984.84</b>

## CHARGER HOLDINGS

CHARGER HOLDINGS	Human Resources	Service Recognition Luncheon- Venue	\$325.00
<i>CHARGER HOLDINGS - Total For Human Resources</i>			<i>\$325.00</i>
<b>CHARGER HOLDINGS - ALL DEPARTMENTS</b>			<b>\$325.00</b>

## CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication	January 20 Service	\$84.63
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$84.63</i>
<b>CHARTER COMMUNICATIO - ALL DEPARTMENTS</b>			<b>\$84.63</b>

## CHEWY.COM

CHEWY.COM	Metro Animal Fund - Admin	HAMMOCKS	\$112.56
<i>CHEWY.COM - Total For Metro Animal Fund - Admin</i>			<i>\$112.56</i>
CHEWY.COM	Property Insurance Fund	CPD DAMAGED CAT KENNEL	\$157.49
<i>CHEWY.COM - Total For Property Insurance Fund</i>			<i>\$157.49</i>
<b>CHEWY.COM - ALL DEPARTMENTS</b>			<b>\$270.05</b>

## CHICK-FIL-A

CHICK-FIL-A	Police Administration	FAST FOOD RESTAURANTS	\$8.34
<i>CHICK-FIL-A - Total For Police Administration</i>			<i>\$8.34</i>
<b>CHICK-FIL-A - ALL DEPARTMENTS</b>			<b>\$8.34</b>

## CHILD DEVELOPMENT CE

CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Development	\$5,312.50
<i>CHILD DEVELOPMENT CE - Total For Capital Projects Fund</i>			<i>\$5,312.50</i>
<b>CHILD DEVELOPMENT CE - ALL DEPARTMENTS</b>			<b>\$5,312.50</b>

## CHILDREN'S ADVOCACY

CHILDREN'S ADVOCACY	Capital Projects Fund	1st and 2nd Quarter Funding	\$17,291.00
<i>CHILDREN'S ADVOCACY - Total For Capital Projects Fund</i>			<i>\$17,291.00</i>
<b>CHILDREN'S ADVOCACY - ALL DEPARTMENTS</b>			<b>\$17,291.00</b>

## CHILI'S WAKE FOREST

CHILI'S WAKE FOREST	Police Administration	EATING PLACES, RESTAURANTS	\$19.01
<i>CHILI'S WAKE FOREST - Total For Police Administration</i>			<i>\$19.01</i>
<b>CHILI'S WAKE FOREST - ALL DEPARTMENTS</b>			<b>\$19.01</b>

## CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Monthly Fee Street Sweeping	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,266.00</i>
CITY OF CASPER	Fleet Maintenance Fund	Yearly Alarm License Fee	\$10.00
<i>CITY OF CASPER - Total For Fleet Maintenance Fund</i>			<i>\$10.00</i>
CITY OF CASPER	Ft. Caspar Museum	Ft. Caspar Alarm License	\$10.00
<i>CITY OF CASPER - Total For Ft. Caspar Museum</i>			<i>\$10.00</i>
CITY OF CASPER	Metropolitan Planning Org	December 2019 GIS Services	\$6,211.87
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,211.87</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$5,369.42
CITY OF CASPER	Refuse - Residential	Balefill	\$4,731.93
CITY OF CASPER	Refuse - Residential	Balefill	\$4,998.79
CITY OF CASPER	Refuse - Residential	Balefill	\$5,719.09
CITY OF CASPER	Refuse - Residential	Balefill	\$5,317.97
CITY OF CASPER	Refuse - Residential	Balefill	\$6,090.70
CITY OF CASPER	Refuse - Residential	Balefill	\$5,768.28
CITY OF CASPER	Refuse - Residential	Balefill	\$5,432.63
CITY OF CASPER	Refuse - Residential	Balefill	\$5,583.48
CITY OF CASPER	Refuse - Residential	Balefill	\$5,366.73

CITY OF CASPER	Refuse - Residential	Balefill	\$5,295.33
CITY OF CASPER	Refuse - Residential	Balefill	\$45,375.00
CITY OF CASPER	Refuse - Residential	Balefill	\$6,381.27
CITY OF CASPER	Refuse - Residential	Balefill	\$6,268.92
CITY OF CASPER	Refuse - Residential	Balefill	\$4,922.67
CITY OF CASPER	Refuse - Residential	Balefill	\$5,982.96
CITY OF CASPER	Refuse - Residential	Balefill	\$5,829.53
CITY OF CASPER	Refuse - Residential	Balefill	\$4,977.75
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$139,412.45</i>
CITY OF CASPER	Regional Water Operations	Balefill	\$5,171.86
CITY OF CASPER	Regional Water Operations	Balefill	\$1,024.57
CITY OF CASPER	Regional Water Operations	Acct. 1910101 Utlities	\$119.50
CITY OF CASPER	Regional Water Operations	Acct. 1910101 Utlities	\$24.56
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$6,340.49</i>
CITY OF CASPER	Sewer Fund - Admin	Sewer	349,693.36
<i>CITY OF CASPER - Total For Sewer Fund - Admin</i>			<i>\$349,693.36</i>
CITY OF CASPER	WWTP - Operations	Balefill	\$74.46
CITY OF CASPER	WWTP - Operations	Balefill	\$73.50
CITY OF CASPER	WWTP - Operations	Balefill	\$125.61
CITY OF CASPER	WWTP - Operations	Balefill	\$46.41
CITY OF CASPER	WWTP - Operations	Balefill	\$93.59
CITY OF CASPER	WWTP - Operations	Balefill	\$62.72
CITY OF CASPER	WWTP - Operations	Balefill	\$42.63
CITY OF CASPER	WWTP - Operations	Balefill	\$80.36
<i>CITY OF CASPER - Total For WWTP - Operations</i>			<i>\$599.28</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$504,543.45</b>

## CITY SVC. ELECTRIC C

CITY SVC. ELECTRIC C	Balefill - Diversion & Special	Customer Drop Off Bays	\$2,415.00
<i>CITY SVC. ELECTRIC C - Total For Balefill - Diversion &amp; Special</i>			<i>\$2,415.00</i>

**CITY SVC. ELECTRIC C - ALL DEPARTMENTS** **\$2,415.00**

## CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Engineering	Surveying services Nowcap plat	\$120.00
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<i>CIVIL ENGINEERING PR - Total For Engineering</i>			<i>\$120.00</i>
CIVIL ENGINEERING PR	Sewer Fund - Collection	Poplar and First 17-072	\$5,710.40
<i>CIVIL ENGINEERING PR - Total For Sewer Fund - Collection</i>			<i>\$5,710.40</i>
CIVIL ENGINEERING PR	Water - Distribution	Poplar and First 17-072	\$3,197.83
<i>CIVIL ENGINEERING PR - Total For Water - Distribution</i>			<i>\$3,197.83</i>
<b>CIVIL ENGINEERING PR - ALL DEPARTMENTS</b>			<b>\$9,028.23</b>

## **CMI TECO, INC.**

CMI TECO, INC.	Refuse - Commercial	222275 Truck Arm Repairs	\$1,078.92
CMI TECO, INC.	Refuse - Commercial	222288 Truck Service, Steering Repairs	\$1,051.14
CMI TECO, INC.	Refuse - Commercial	222261 Brake Adjustments	\$878.46
CMI TECO, INC.	Refuse - Commercial	222271 Truck Services, Transmission Repairs	\$2,723.49
CMI TECO, INC.	Refuse - Commercial	222271 Truck Repair	\$460.10
CMI TECO, INC.	Refuse - Commercial	222283 Truck Hydraulic Leak	\$311.74
CMI TECO, INC.	Refuse - Commercial	222288 Truck Leak Repair	\$247.29
CMI TECO, INC.	Refuse - Commercial	222262 Transmission and service	\$3,843.64
CMI TECO, INC.	Refuse - Commercial	222255 Truck Repair	\$329.18
CMI TECO, INC.	Refuse - Commercial	222275 Truck Repair	\$1,465.76
CMI TECO, INC.	Refuse - Commercial	222280 Transmission and Lights Repair	\$2,677.61
CMI TECO, INC.	Refuse - Commercial	222274 Parts for Hydraulic o-ring	\$98.00
CMI TECO, INC.	Refuse - Commercial	222286 Truck Service and Repairs	\$1,724.71
CMI TECO, INC.	Refuse - Commercial	222287 Truck Service	\$956.74
CMI TECO, INC.	Refuse - Commercial	222283 Truck Service	\$856.73
CMI TECO, INC.	Refuse - Commercial	222286 Hydraulic Valve Repair	\$282.15
CMI TECO, INC.	Refuse - Commercial	222255 Truck Service	\$1,003.27
CMI TECO, INC.	Refuse - Commercial	222263 Truck leak Repair	\$946.58
CMI TECO, INC.	Refuse - Commercial	222273 Packer Repairs	\$329.18
CMI TECO, INC.	Refuse - Commercial	2222286 Repairs	\$3,763.56
CMI TECO, INC.	Refuse - Commercial	222283 Repairs	\$888.36
CMI TECO, INC.	Refuse - Commercial	222273 Truck Fan Belt Repair	\$789.27
CMI TECO, INC.	Refuse - Commercial	222285 Truck Repairs	\$901.84
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$27,607.72</i>
<b>CMI TECO, INC. - ALL DEPARTMENTS</b>			<b>\$27,607.72</b>

## COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$182.41
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$182.41</i>
<b>COASTAL CHEMICAL CO - ALL DEPARTMENTS</b>			<b>\$182.41</b>

## COLLECTION CENTER IN

COLLECTION CENTER IN	Code Enforcement	Collection Fees	\$84.29
<i>COLLECTION CENTER IN - Total For Code Enforcement</i>			<i>\$84.29</i>
<b>COLLECTION CENTER IN - ALL DEPARTMENTS</b>			<b>\$84.29</b>

## COLORADO GOLF & TURF

COLORADO GOLF & TURF	Weed & Pest Fund	Misc. Parts	\$104.97
<i>COLORADO GOLF &amp; TURF - Total For Weed &amp; Pest Fund</i>			<i>\$104.97</i>
<b>COLORADO GOLF &amp; TURF - ALL DEPARTMENTS</b>			<b>\$104.97</b>

## COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Operations	Install cradle point and antenna	\$206.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$206.00</i>
COMMUNICATION TECHNO	Refuse - Commercial	222292 Hook Kit	\$496.92
<i>COMMUNICATION TECHNO - Total For Refuse - Commercial</i>			<i>\$496.92</i>
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$702.92</b>

## COMPRESSION LEASING

COMPRESSION LEASING	Fire-EMS Operations	Hose Repair	\$1,267.58
<i>COMPRESSION LEASING - Total For Fire-EMS Operations</i>			<i>\$1,267.58</i>
<b>COMPRESSION LEASING - ALL DEPARTMENTS</b>			<b>\$1,267.58</b>

## COMTRONIX, INC.

COMTRONIX, INC.	Balefill - Disposal & Landfill	Annual Alarm Inspection	\$1,137.00
COMTRONIX, INC.	Balefill - Disposal & Landfill	Alarm Motoring	\$1,068.00
<i>COMTRONIX, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,205.00</i>

COMTRONIX, INC.	Fire-EMS Administration	Monthly Alarm Monitoring	\$915.00
<i>COMTRONIX, INC. - Total For Fire-EMS Administration</i>			<i>\$915.00</i>
COMTRONIX, INC.	Hogadon - Operations	Fire monitoring service	\$183.00
<i>COMTRONIX, INC. - Total For Hogadon - Operations</i>			<i>\$183.00</i>
COMTRONIX, INC.	Metro Animal Fund - Admin	SHELTER ALARM	\$183.00
<i>COMTRONIX, INC. - Total For Metro Animal Fund - Admin</i>			<i>\$183.00</i>
COMTRONIX, INC.	Police Administration	Police Shooting Facility Alarm Monitoring	\$7,309.20
<i>COMTRONIX, INC. - Total For Police Administration</i>			<i>\$7,309.20</i>
<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>			<b>\$10,795.20</b>

## CONOCO - OVERLAND EX

CONOCO - OVERLAND EX	Fire-EMS Training	Fuel to travel to Cody for training	\$60.62
<i>CONOCO - OVERLAND EX - Total For Fire-EMS Training</i>			<i>\$60.62</i>
<b>CONOCO - OVERLAND EX - ALL DEPARTMENTS</b>			<b>\$60.62</b>

## CONVERGEONE

CONVERGEONE	Capital Projects Fund	Telephones (7) 3 have voice mail that will transf	\$785.00
<i>CONVERGEONE - Total For Capital Projects Fund</i>			<i>\$785.00</i>
CONVERGEONE	Information Services	Pure Storage Maintenance Renewal	\$10,560.00
<i>CONVERGEONE - Total For Information Services</i>			<i>\$10,560.00</i>
CONVERGEONE	Metropolitan Planning Org	Telephones (7) 3 have voice mail that will transf	\$314.00
<i>CONVERGEONE - Total For Metropolitan Planning Org</i>			<i>\$314.00</i>
CONVERGEONE	Planning - Admin	Telephones (7) 3 have voice mail that will transf	\$43.40
<i>CONVERGEONE - Total For Planning - Admin</i>			<i>\$43.40</i>
CONVERGEONE	Police Administration	Technology Items (computers, software, and ne	\$288.90
<i>CONVERGEONE - Total For Police Administration</i>			<i>\$288.90</i>
CONVERGEONE	Public Safety Communication	Upgrade 911 Phone System	178,508.16
<i>CONVERGEONE - Total For Public Safety Communications</i>			<i>\$178,508.16</i>
<b>CONVERGEONE - ALL DEPARTMENTS</b>			<b>\$190,499.46</b>

## 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****CPU IIT**

CPU IIT	Hogadon - Operations	Season pass printer ribbons	\$322.00
<i>CPU IIT - Total For Hogadon - Operations</i>			<i>\$322.00</i>
CPU IIT	Human Resources	UPS battery purchased for front desk computer	\$88.40
<i>CPU IIT - Total For Human Resources</i>			<i>\$88.40</i>
CPU IIT	Planning - Admin	Replace scanner computer and software	\$764.56
CPU IIT	Planning - Admin	Replace scanner computer and software	\$97.44
<i>CPU IIT - Total For Planning - Admin</i>			<i>\$862.00</i>
CPU IIT	Police Administration	ELECTRONIC SALES	\$224.85
CPU IIT	Police Administration	ELECTRONIC SALES	\$39.99
<i>CPU IIT - Total For Police Administration</i>			<i>\$264.84</i>

**CPU IIT - ALL DEPARTMENTS****\$1,537.24****CRESCENT ELECTRIC SU**

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Replacement light fixture parts for Service Cent	\$7.76
<i>CRESCENT ELECTRIC SU - Total For Buildings &amp; Structures Fund</i>			<i>\$7.76</i>
CRESCENT ELECTRIC SU	Information Services	Repair parts for Service center gate conduit	\$36.75
<i>CRESCENT ELECTRIC SU - Total For Information Services</i>			<i>\$36.75</i>

**CRESCENT ELECTRIC SU - ALL DEPARTMENTS****\$44.51****CRUM ELECTRIC SUPPLY**

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Safety light fixtures for City Hall	\$14.46
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Safety Light Fixtures for City Hall	(\$75.26)
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Light fixtures for Service Center	\$180.75
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Replacement lighting for Aquatics Center	\$36.15
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Flag pole light repair parts for Fire Station 1	\$191.68
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Light bulbs and ballasts for Water Distribution G	\$95.62
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	New light bulbs for Aquatics Center	\$209.37
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Light Tube Covers for City Hall	\$350.00
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Replacement exterior lights for Service Center	\$64.58
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$1,067.35</i>

CRUM ELECTRIC SUPPLY	WWTP - Operations	Electrical switches	\$63.95
<i>CRUM ELECTRIC SUPPLY - Total For WWTP - Operations</i>			<i>\$63.95</i>
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>\$1,131.30</b>

## DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	December Investment Fees	\$4,142.76
<i>DAVIDSON FIXED INCOM - Total For Weed &amp; Pest Fund</i>			<i>\$4,142.76</i>
<b>DAVIDSON FIXED INCOM - ALL DEPARTMENTS</b>			<b>\$4,142.76</b>

## DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Rec Center - Sports Programs	Fittings for blowing out crossroads	\$26.68
<i>DBC IRRIGATION SUPPL - Total For Rec Center - Sports Programs</i>			<i>\$26.68</i>
<b>DBC IRRIGATION SUPPL - ALL DEPARTMENTS</b>			<b>\$26.68</b>

## DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Metro Animal Fund - Admin	LATEX GLOVES/DISINFECTANT	\$198.54
<i>DECKER AUTO GLASS, I - Total For Metro Animal Fund - Admin</i>			<i>\$198.54</i>
<b>DECKER AUTO GLASS, I - ALL DEPARTMENTS</b>			<b>\$198.54</b>

## DELL MARKETING LP

DELL MARKETING LP	City Clerk	Laptop computer software docking station & m	\$380.08
<i>DELL MARKETING LP - Total For City Clerk</i>			<i>\$380.08</i>
DELL MARKETING LP	Finance	Laptop Computer for B. Burnett	\$380.08
<i>DELL MARKETING LP - Total For Finance</i>			<i>\$380.08</i>
DELL MARKETING LP	Metro Animal Fund - Admin	Technology Items (computers, software, and ne	\$380.08
<i>DELL MARKETING LP - Total For Metro Animal Fund - Admin</i>			<i>\$380.08</i>
DELL MARKETING LP	Police Administration	Office for Tremel's GTAC computer	\$380.08
DELL MARKETING LP	Police Administration	VLA Office Pro Plus	\$380.08
DELL MARKETING LP	Police Administration	HP ProBook 650 G5 15.6 Notebook for property	\$380.08
DELL MARKETING LP	Police Administration	Technology Items (computers, software, and ne	\$3,800.80
<i>DELL MARKETING LP - Total For Police Administration</i>			<i>\$4,941.04</i>
DELL MARKETING LP	Streets	HP EliteDesk 800 G4 Desktop Computer	\$380.08
<i>DELL MARKETING LP - Total For Streets</i>			<i>\$380.08</i>

DELL MARKETING LP	WWTP - Operations	Technology Items (computers, software, and ne	\$760.16
<i>DELL MARKETING LP - Total For WWTP - Operations</i>			<i>\$760.16</i>
<b>DELL MARKETING LP - ALL DEPARTMENTS</b>			<b>\$7,221.52</b>

### DELTA 0068223162

DELTA 0068223162	Police Administration	DELTA	\$30.00
<i>DELTA 0068223162 - Total For Police Administration</i>			<i>\$30.00</i>
<b>DELTA 0068223162 - ALL DEPARTMENTS</b>			<b>\$30.00</b>

### DELTA 0068291117

DELTA 0068291117	Police Administration	DELTA	\$30.00
<i>DELTA 0068291117 - Total For Police Administration</i>			<i>\$30.00</i>
<b>DELTA 0068291117 - ALL DEPARTMENTS</b>			<b>\$30.00</b>

### DELTA DENTAL PLAN OF

DELTA DENTAL PLAN OF	Health Insurance Fund	December 19 Dental	\$31,700.80
<i>DELTA DENTAL PLAN OF - Total For Health Insurance Fund</i>			<i>\$31,700.80</i>
<b>DELTA DENTAL PLAN OF - ALL DEPARTMENTS</b>			<b>\$31,700.80</b>

### DEN 3105 BROTHERS BB

DEN 3105 BROTHERS BB	Fire-EMS Training	Dinner Brush 2 Trip	\$24.82
<i>DEN 3105 BROTHERS BB - Total For Fire-EMS Training</i>			<i>\$24.82</i>
<b>DEN 3105 BROTHERS BB - ALL DEPARTMENTS</b>			<b>\$24.82</b>

### DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Coil Cleaner for Shop Use	\$12.68
DENNIS SUPPLY CO.	Buildings & Structures Fund	Hose Valve Repair Parts for Rec Center	\$5.79
<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>			<i>\$18.47</i>
<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>			<b>\$18.47</b>

### DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer	\$4,504.41
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,311.94
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,432.51
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,374.98
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,314.14
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,401.53
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,305.47
DESERT MTN. CORP.	Streets	Ice Slicer	\$21,274.64
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,291.37

*DESERT MTN. CORP. - Total For Streets* \$56,210.99

**DESERT MTN. CORP. - ALL DEPARTMENTS \$56,210.99**

## DIA PARKING OPERATIO

DIA PARKING OPERATIO	Fire-EMS Training	Parking at DIA while traveling to pick up Brush 2	\$34.00
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*DIA PARKING OPERATIO - Total For Fire-EMS Training* \$34.00

**DIA PARKING OPERATIO - ALL DEPARTMENTS \$34.00**

## DIAMOND PIZZA

DIAMOND PIZZA	Police Administration	EATING PLACES, RESTAURANTS	\$8.68
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*DIAMOND PIZZA - Total For Police Administration* \$8.68

**DIAMOND PIZZA - ALL DEPARTMENTS \$8.68**

## DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Balefill - Disposal & Landfill	Repair parts for Solid Waste project	\$13.76
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*DIAMOND VOGEL PAINTS - Total For Balefill - Disposal & Landfill* \$13.76

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Shop Rags for BAS shop	\$25.77
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*DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund* \$25.77

DIAMOND VOGEL PAINTS	Water - Distribution	BRUSHES	\$48.72
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*DIAMOND VOGEL PAINTS - Total For Water - Distribution* \$48.72

**DIAMOND VOGEL PAINTS - ALL DEPARTMENTS \$88.25**

## DIEBOLD INC.

DIEBOLD INC.	Balefill - Disposal & Landfill	Annual Maintenance Agreement	\$630.92
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<i>DIEBOLD INC. - Total For Balefill - Disposal &amp; Landfill</i>			\$630.92
<b>DIEBOLD INC. - ALL DEPARTMENTS</b>			<b>\$630.92</b>

## DOLAN CONSULTING GRO

DOLAN CONSULTING GRO	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$780.00
<i>DOLAN CONSULTING GRO - Total For Police Administration</i>			<i>\$780.00</i>
<b>DOLAN CONSULTING GRO - ALL DEPARTMENTS</b>			<b>\$780.00</b>

## DOORWAYS OF WYOMING

DOORWAYS OF WYOMING	Balefill - Disposal & Landfill	Doors and Materials for Special Waste Project	\$1,125.00
DOORWAYS OF WYOMING	Balefill - Disposal & Landfill	Doors for Baling Facility	\$535.00
<i>DOORWAYS OF WYOMING - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,660.00</i>
<b>DOORWAYS OF WYOMING - ALL DEPARTMENTS</b>			<b>\$1,660.00</b>

## DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	NaHypo	\$7,022.53
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$7,022.53</i>
<b>DPC INDUSTRIES, INC. - ALL DEPARTMENTS</b>			<b>\$7,022.53</b>

## DROPBOX 4859PXG4HQB6

DROPBOX 4859PXG4HQB6	Fire-EMS Administration	Dropbox Professional	\$199.00
<i>DROPBOX 4859PXG4HQB6 - Total For Fire-EMS Administration</i>			<i>\$199.00</i>
<b>DROPBOX 4859PXG4HQB6 - ALL DEPARTMENTS</b>			<b>\$199.00</b>

## E 470 EXPRESS TOLLS

E 470 EXPRESS TOLLS	Police Administration	TOLLS, ROAD AND BRIDGE FEES	\$27.55
<i>E 470 EXPRESS TOLLS - Total For Police Administration</i>			<i>\$27.55</i>
<b>E 470 EXPRESS TOLLS - ALL DEPARTMENTS</b>			<b>\$27.55</b>

## E&F HOLDING CO.

E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$60.00
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E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$60.00
<i>E&amp;F HOLDING CO. - Total For Police Administration</i>			<i>\$120.00</i>
E&F HOLDING CO.	Refuse - Commercial	TOWING SERVICES	\$350.00
<i>E&amp;F HOLDING CO. - Total For Refuse - Commercial</i>			<i>\$350.00</i>
<b>E&amp;F HOLDING CO. - ALL DEPARTMENTS</b>			<b>\$470.00</b>

## EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI	Fire-EMS Administration	Medical Director Dec. 2019	\$899.40
<i>EMERGENCY MEDICAL DI - Total For Fire-EMS Administration</i>			<i>\$899.40</i>
<b>EMERGENCY MEDICAL DI - ALL DEPARTMENTS</b>			<b>\$899.40</b>

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Fire-EMS Training	Tuition Reimbursement	\$1,033.25
<i>EMPLOYEE REIMBURSEME - Total For Fire-EMS Training</i>			<i>\$1,033.25</i>
EMPLOYEE REIMBURSEME	Human Resources	Chili Skate Night Reimbursement	\$40.00
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$1,613.20
EMPLOYEE REIMBURSEME	Human Resources	Chili Cook-Off reimbursement	\$40.00
EMPLOYEE REIMBURSEME	Human Resources	Chili Skate Night Reimbursement	\$40.00
EMPLOYEE REIMBURSEME	Human Resources	Chili Skate Night Reimbursement	\$40.00
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$442.80
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$1,722.00
EMPLOYEE REIMBURSEME	Human Resources	Chili Skate Night Reimbursement	\$40.00
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$1,243.40
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$1,657.50
EMPLOYEE REIMBURSEME	Human Resources	Chili Skate Night Reimbursement	\$18.09
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$207.90
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$7,104.89</i>
EMPLOYEE REIMBURSEME	Planning - Admin	Reimburse Quarterly Rotary Dues	\$228.00
<i>EMPLOYEE REIMBURSEME - Total For Planning - Admin</i>			<i>\$228.00</i>
EMPLOYEE REIMBURSEME	Police Administration	Reimburse annual clothing allowance	\$500.00
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$500.00</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	WTP Level 4 Exam reimbursement	\$100.00
EMPLOYEE REIMBURSEME	Regional Water Operations	WTP Operation Level IV Reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$200.00</i>

EMPLOYEE REIMBURSEME	WWTP - Operations	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For WWTP - Operations</i>			<i>\$150.00</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$9,216.14</b>

## EMPLOYERS COUNCIL

EMPLOYERS COUNCIL	Human Resources	Employers Council Membership Dues	\$5,800.00
<i>EMPLOYERS COUNCIL - Total For Human Resources</i>			<i>\$5,800.00</i>
<b>EMPLOYERS COUNCIL - ALL DEPARTMENTS</b>			<b>\$5,800.00</b>

## ENERGY LABORATORIES

ENERGY LABORATORIES	Fire-EMS Operations	Natural Gas Testing	\$204.00
<i>ENERGY LABORATORIES - Total For Fire-EMS Operations</i>			<i>\$204.00</i>
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$462.00</i>
ENERGY LABORATORIES	Water - Distribution	LAB TESTING	\$374.00
<i>ENERGY LABORATORIES - Total For Water - Distribution</i>			<i>\$374.00</i>
<b>ENERGY LABORATORIES - ALL DEPARTMENTS</b>			<b>\$1,040.00</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Capital Projects Fund	Sediment Samples NPRR	\$1,157.50
ENERGY LABRATORIES I	Capital Projects Fund	Sediment Samples NPRR	\$1,620.50
<i>ENERGY LABRATORIES I - Total For Capital Projects Fund</i>			<i>\$2,778.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$2,778.00</b>

## ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	HVAC Design/CA at Aquatics and Rec	\$2,500.00
ENGINEERING DESIGN A	Capital Projects Fund	Hogadon Air Conditioning Engin 18-096	\$437.50
ENGINEERING DESIGN A	Capital Projects Fund	Design - Metro Kennel HVAC	\$862.50
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$3,800.00</i>
<b>ENGINEERING DESIGN A - ALL DEPARTMENTS</b>			<b>\$3,800.00</b>

## EX FENIX 4991611

EX FENIX 4991611	Fire-EMS Prevent & Inspect	ExpertVoice - Fenix Flashlight	\$93.16
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<i>EX FENIX 4991611 - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$93.16</i>
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<b>EX FENIX 4991611 - ALL DEPARTMENTS</b>			<b>\$93.16</b>
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## EX VORTEX OPTIC

EX VORTEX OPTIC	Fire-EMS Prevent & Inspect	Vortex - Pro GT and Quick Release Plate	\$364.16
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<i>EX VORTEX OPTIC - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$364.16</i>
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<b>EX VORTEX OPTIC - ALL DEPARTMENTS</b>			<b>\$364.16</b>
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## EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$61.85
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$33.29
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$25.83
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$20.05
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$40.41
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$32.92
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$27.13
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$49.75
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<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$291.23</i>
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<b>EXXONMOBIL - ALL DEPARTMENTS</b>			<b>\$291.23</b>
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## FACEBK DFGYVN23A2

FACEBK DFGYVN23A2	Hogadon - Operations	Face Book warren miller movie	\$8.74
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<i>FACEBK DFGYVN23A2 - Total For Hogadon - Operations</i>			<i>\$8.74</i>
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<b>FACEBK DFGYVN23A2 - ALL DEPARTMENTS</b>			<b>\$8.74</b>
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## FACEBK H8ECYNS2A2

FACEBK H8ECYNS2A2	Hogadon - Operations	Warren Miller ads	\$15.26
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<i>FACEBK H8ECYNS2A2 - Total For Hogadon - Operations</i>			<i>\$15.26</i>
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<b>FACEBK H8ECYNS2A2 - ALL DEPARTMENTS</b>			<b>\$15.26</b>
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## FACEBK HP6DFQSJH2

FACEBK HP6DFQSJH2	Refuse - Residential	ADVERTISING SERVICES	\$27.30
<i>FACEBK HP6DFQSJH2 - Total For Refuse - Residential</i>			<i>\$27.30</i>
FACEBK HP6DFQSJH2	Sewer Fund - Collection	ADVERTISING SERVICES	\$39.67
<i>FACEBK HP6DFQSJH2 - Total For Sewer Fund - Collection</i>			<i>\$39.67</i>
FACEBK HP6DFQSJH2	WWTP - Operations	ADVERTISING SERVICES	\$39.68
<i>FACEBK HP6DFQSJH2 - Total For WWTP - Operations</i>			<i>\$39.68</i>
<b>FACEBK HP6DFQSJH2 - ALL DEPARTMENTS</b>			<b>\$106.65</b>

## FBI NATIONAL ACADEMY

FBI NATIONAL ACADEMY	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$105.00
<i>FBI NATIONAL ACADEMY - Total For Police Administration</i>			<i>\$105.00</i>
<b>FBI NATIONAL ACADEMY - ALL DEPARTMENTS</b>			<b>\$105.00</b>

## FEDEX 778674756831

FEDEX 778674756831	Fire-EMS Administration	Shipment to Avon Protection	\$126.31
<i>FEDEX 778674756831 - Total For Fire-EMS Administration</i>			<i>\$126.31</i>
<b>FEDEX 778674756831 - ALL DEPARTMENTS</b>			<b>\$126.31</b>

## FEDEX 778864359628

FEDEX 778864359628	Fire-EMS Administration	Shipment to ECMS	\$22.79
<i>FEDEX 778864359628 - Total For Fire-EMS Administration</i>			<i>\$22.79</i>
<b>FEDEX 778864359628 - ALL DEPARTMENTS</b>			<b>\$22.79</b>

## FEDEX 779378831904

FEDEX 779378831904	Fire-EMS Administration	Shipment to Honeywell	\$58.40
<i>FEDEX 779378831904 - Total For Fire-EMS Administration</i>			<i>\$58.40</i>
<b>FEDEX 779378831904 - ALL DEPARTMENTS</b>			<b>\$58.40</b>

## FEDEX OFFIC942000094

FEDEX OFFIC942000094	Fire-EMS Administration	Copy of Recruit Books	\$112.80
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<i>FEDEX OFFIC942000094 - Total For Fire-EMS Administration</i>			<i>\$112.80</i>
<b>FEDEX OFFIC942000094 - ALL DEPARTMENTS</b>			<b>\$112.80</b>
 <b>FERGUSON ENTERPRISES</b>			
FERGUSON ENTERPRISES	Sewer Fund - Collection	drop manhole repair parts	\$96.00
<i>FERGUSON ENTERPRISES - Total For Sewer Fund - Collection</i>			<i>\$96.00</i>
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$96.00</b>
 <b>FIRE PROTECTION PUB</b>			
FIRE PROTECTION PUB	Fire-EMS Training	Training Manual	\$174.00
<i>FIRE PROTECTION PUB - Total For Fire-EMS Training</i>			<i>\$174.00</i>
<b>FIRE PROTECTION PUB - ALL DEPARTMENTS</b>			<b>\$174.00</b>
 <b>FIREBIRDS RALEIGH</b>			
FIREBIRDS RALEIGH	Police Administration	EATING PLACES, RESTAURANTS	\$41.00
<i>FIREBIRDS RALEIGH - Total For Police Administration</i>			<i>\$41.00</i>
<b>FIREBIRDS RALEIGH - ALL DEPARTMENTS</b>			<b>\$41.00</b>
 <b>FIRST DATA MERCHANT</b>			
FIRST DATA MERCHANT	Balefill - Disposal & Landfill	November 2019 Credit Card Fees	\$3,240.08
<i>FIRST DATA MERCHANT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,240.08</i>
FIRST DATA MERCHANT	Cemetery	November 2019 Credit Card Fees	\$54.35
<i>FIRST DATA MERCHANT - Total For Cemetery</i>			<i>\$54.35</i>
FIRST DATA MERCHANT	Code Enforcement	November 2019 Credit Card Fees	\$75.58
<i>FIRST DATA MERCHANT - Total For Code Enforcement</i>			<i>\$75.58</i>
FIRST DATA MERCHANT	Customer Service	November 2019 Credit Card Fees	\$1,833.35
<i>FIRST DATA MERCHANT - Total For Customer Service</i>			<i>\$1,833.35</i>
FIRST DATA MERCHANT	Ft. Caspar Museum	November 2019 Credit Card Fees	\$25.03
<i>FIRST DATA MERCHANT - Total For Ft. Caspar Museum</i>			<i>\$25.03</i>
FIRST DATA MERCHANT	Metro Animal Fund - Admin	November 2019 Credit Card Fees	\$49.36
<i>FIRST DATA MERCHANT - Total For Metro Animal Fund - Admin</i>			<i>\$49.36</i>
<b>FIRST DATA MERCHANT - ALL DEPARTMENTS</b>			<b>\$5,277.75</b>

## FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Health Insurance Fund	Gift Card Billing	\$2,901.00
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			<i>\$2,901.00</i>
FIRST INTERSTATE BAN	Human Resources	Gift Card Billing	\$138.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$138.00</i>
<b>FIRST INTERSTATE BAN - ALL DEPARTMENTS</b>			<b>\$3,039.00</b>

## FIVE TRAILS ROTARY C

FIVE TRAILS ROTARY C	City Clerk	January 1 2020- June 30 2020 Dues	\$350.00
<i>FIVE TRAILS ROTARY C - Total For City Clerk</i>			<i>\$350.00</i>
<b>FIVE TRAILS ROTARY C - ALL DEPARTMENTS</b>			<b>\$350.00</b>

## FREMONT MOTOR SHERID

FREMONT MOTOR SHERID	Capital Projects Fund	1/2 TON PICKUP TRUCK POLICE VEHICLE	\$35,024.00
<i>FREMONT MOTOR SHERID - Total For Capital Projects Fund</i>			<i>\$35,024.00</i>
<b>FREMONT MOTOR SHERID - ALL DEPARTMENTS</b>			<b>\$35,024.00</b>

## GALLS

GALLS	Police Administration	MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A	\$108.00
<i>GALLS - Total For Police Administration</i>			<i>\$108.00</i>
<b>GALLS - ALL DEPARTMENTS</b>			<b>\$108.00</b>

## GALLS, INC.

GALLS, INC.	Police Administration	Mens Duty Shirt	\$181.95
GALLS, INC.	Police Administration	Point Blank Alpha/MC Guardian	\$1,217.50
GALLS, INC.	Police Administration	4-Pack Belt Keepers	\$80.80
GALLS, INC.	Police Administration	21 in Baton	\$89.95
GALLS, INC.	Police Administration	Mens External Trouser	\$167.70
GALLS, INC.	Police Administration	Belleville Duty Boots	\$199.99
GALLS, INC.	Police Administration	Point Blank Alpha Elite	\$900.00
GALLS, INC.	Police Administration	Strykie PDU Women's Patrol Uniform	\$72.00
GALLS, INC.	Police Administration	Womens Patrol Uniform	\$72.00

GALLS, INC. - Total For Police Administration \$2,981.89

**GALLS, INC. - ALL DEPARTMENTS \$2,981.89**

## GARAGE DOOR DUDES

GARAGE DOOR DUDES Fleet Maintenance Fund Replaced Photo Eyes \$360.00

GARAGE DOOR DUDES Fleet Maintenance Fund Nash Bay/West Repair \$120.00

*GARAGE DOOR DUDES - Total For Fleet Maintenance Fund \$480.00*

**GARAGE DOOR DUDES - ALL DEPARTMENTS \$480.00**

## GILES TRANSPORT, INC

GILES TRANSPORT, INC Balefill - Disposal & Landfill Transport Compactor for Repairs \$665.00

*GILES TRANSPORT, INC - Total For Balefill - Disposal & Landfill \$665.00*

**GILES TRANSPORT, INC - ALL DEPARTMENTS \$665.00**

## GLOBAL EQUIPMENT COM

GLOBAL EQUIPMENT COM Balefill - Baler Processing Traffic Control Safety Ballard \$688.52

*GLOBAL EQUIPMENT COM - Total For Balefill - Baler Processing \$688.52*

GLOBAL EQUIPMENT COM Balefill - Disposal & Landfill Flammable Cabinet \$504.95

GLOBAL EQUIPMENT COM Balefill - Disposal & Landfill Traffic Safety Bollard \$141.29

GLOBAL EQUIPMENT COM Balefill - Disposal & Landfill Bollard Post Sleeve \$1,062.32

*GLOBAL EQUIPMENT COM - Total For Balefill - Disposal & Landfill \$1,708.56*

GLOBAL EQUIPMENT COM Balefill - Diversion & Special Pallet Containers/Totes \$900.47

GLOBAL EQUIPMENT COM Balefill - Diversion & Special Bollard Cover \$1,973.40

*GLOBAL EQUIPMENT COM - Total For Balefill - Diversion & Special \$2,873.87*

**GLOBAL EQUIPMENT COM - ALL DEPARTMENTS \$5,270.95**

## GLOBAL SPECTRUM L.P.

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

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

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

## GOODYEAR COMMERCIAL

GOODYEAR COMMERCIAL	Fleet Maintenance Fund	ALIGNMENT 660231	\$247.25
<i>GOODYEAR COMMERCIAL - Total For Fleet Maintenance Fund</i>			<i>\$247.25</i>
<b>GOODYEAR COMMERCIAL - ALL DEPARTMENTS</b>			<b>\$247.25</b>

## GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Fan repair parts for Special Waste Building	\$88.91
GRAINGER, INC.	Buildings & Structures Fund	Toilet repair parts for Hogadon Lodge	\$12.84
<i>GRAINGER, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$101.75</i>
GRAINGER, INC.	Fleet Maintenance Fund	DRUM DOLLY	\$164.37
<i>GRAINGER, INC. - Total For Fleet Maintenance Fund</i>			<i>\$164.37</i>
GRAINGER, INC.	Rec Center - Sports Programs	Gloves	\$15.96
<i>GRAINGER, INC. - Total For Rec Center - Sports Programs</i>			<i>\$15.96</i>
GRAINGER, INC.	WWTP - Operations	Tape	\$100.92
GRAINGER, INC.	WWTP - Operations	Motor	\$157.98
GRAINGER, INC.	WWTP - Operations	Coupling	\$8.07
GRAINGER, INC.	WWTP - Operations	Safety signs	\$28.97
<i>GRAINGER, INC. - Total For WWTP - Operations</i>			<i>\$295.94</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$578.02</b>

## GREATER WYOMING BIG

GREATER WYOMING BIG	Capital Projects Fund	Oct. 19- Dec 19 Expenses	\$8,801.04
<i>GREATER WYOMING BIG - Total For Capital Projects Fund</i>			<i>\$8,801.04</i>
<b>GREATER WYOMING BIG - ALL DEPARTMENTS</b>			<b>\$8,801.04</b>

## GUDAHL WILLIAMS INVE

GUDAHL WILLIAMS INVE	Fire-EMS Training	Pre-employment polygraph Anderson	\$250.00
<i>GUDAHL WILLIAMS INVE - Total For Fire-EMS Training</i>			<i>\$250.00</i>
<b>GUDAHL WILLIAMS INVE - ALL DEPARTMENTS</b>			<b>\$250.00</b>

## GUIDEFITTER

GUIDEFITTER	Fire-EMS Training	Flashlight	\$80.60
<i>GUIDEFITTER - Total For Fire-EMS Training</i>			<i>\$80.60</i>



**GUIDEFITTER - ALL DEPARTMENTS** **\$80.60**

## **GUS GLOBALSTAR USA**

GUS GLOBALSTAR USA Public Safety Communication TELECOMMUNICATION SERV.INCLUD. LOCAL/L. \$187.36

*GUS GLOBALSTAR USA - Total For Public Safety Communications* *\$187.36*

**GUS GLOBALSTAR USA - ALL DEPARTMENTS** **\$187.36**

## **HACH CO., CORP.**

HACH CO., CORP. WWTP - Operations Lamp \$157.06

*HACH CO., CORP. - Total For WWTP - Operations* *\$157.06*

**HACH CO., CORP. - ALL DEPARTMENTS** **\$157.06**

## **HAJOCA KEENAN SUPP**

HAJOCA KEENAN SUPP WWTP - Operations Parts for PW2 waterline \$133.47

*HAJOCA KEENAN SUPP - Total For WWTP - Operations* *\$133.47*

**HAJOCA KEENAN SUPP - ALL DEPARTMENTS** **\$133.47**

## **HARBOR FREIGHT TOOLS**

HARBOR FREIGHT TOOLS Refuse - Residential TIE DOWN STRAPS \$52.75

*HARBOR FREIGHT TOOLS - Total For Refuse - Residential* *\$52.75*

HARBOR FREIGHT TOOLS Water - Distribution Magnets \$19.95

*HARBOR FREIGHT TOOLS - Total For Water - Distribution* *\$19.95*

**HARBOR FREIGHT TOOLS - ALL DEPARTMENTS** **\$72.70**

## **HAWKINS, INC.**

HAWKINS, INC. Aquatics - Operations Pool Chemicals \$1,718.57

*HAWKINS, INC. - Total For Aquatics - Operations* *\$1,718.57*

**HAWKINS, INC. - ALL DEPARTMENTS** **\$1,718.57**

## **HDR ENGINEERING, INC**

HDR ENGINEERING, INC Water - Tanks Water Rights Studies Oct-Nov 2019 \$9,238.38

<i>HDR ENGINEERING, INC - Total For Water - Tanks</i>			\$9,238.38
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$9,238.38</b>

## HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	Vent covers for Service Center	\$20.06
<i>HERCULES INDUSTRIES - Total For Buildings &amp; Structures Fund</i>			\$20.06
<b>HERCULES INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$20.06</b>

## HEWLETT PACKARD COMP

HEWLETT PACKARD COMP	Balefill - Disposal & Landfill	CREDIT FOR TAX CHARGED ON INVOICE	(\$28.25)
HEWLETT PACKARD COMP	Balefill - Disposal & Landfill	TONER CARTRIDGES	\$593.20
<i>HEWLETT PACKARD COMP - Total For Balefill - Disposal &amp; Landfill</i>			\$564.95
<b>HEWLETT PACKARD COMP - ALL DEPARTMENTS</b>			<b>\$564.95</b>

## HLP, INC.

HLP, INC.	Metro Animal Fund - Admin	CHAMELEON/CMS SOFTWARE ANNUAL SUPPOR	\$2,880.00
<i>HLP, INC. - Total For Metro Animal Fund - Admin</i>			\$2,880.00
<b>HLP, INC. - ALL DEPARTMENTS</b>			<b>\$2,880.00</b>

## HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Balefill - Baler Processing	FRAMED PHOTOS BALER BLDG	\$109.98
<i>HOBBY-LOBBY #0233 - Total For Balefill - Baler Processing</i>			\$109.98
HOBBY-LOBBY #0233	Municipal Court	HOBBY,TOY, AND GAME SHOPS	\$7.31
<i>HOBBY-LOBBY #0233 - Total For Municipal Court</i>			\$7.31
<b>HOBBY-LOBBY #0233 - ALL DEPARTMENTS</b>			<b>\$117.29</b>

## HOLIDAY INN - CODY

HOLIDAY INN - CODY	Fire-EMS Training	Motel for training in Cody Dec 4th and 5th	\$246.24
<i>HOLIDAY INN - CODY - Total For Fire-EMS Training</i>			\$246.24
<b>HOLIDAY INN - CODY - ALL DEPARTMENTS</b>			<b>\$246.24</b>

## HOMAX OIL SALES INC

HOMAX OIL SALES INC	Regional Water Operations	Bulk fuel for Genertor	\$1,335.99
<i>HOMAX OIL SALES INC - Total For Regional Water Operations</i>			<i>\$1,335.99</i>
<b>HOMAX OIL SALES INC - ALL DEPARTMENTS</b>			<b>\$1,335.99</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Transmission Fluid	\$588.70
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$588.70</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	151576 Diesel	\$3,622.83
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 01/F1	\$16,055.44
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 02/F2	\$25,499.10
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$45,177.37</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$45,766.07</b>

## HOMEDEPOT.COM

HOMEDEPOT.COM	Fire-EMS Operations	Gasoline Powered Generator	\$359.00
<i>HOMEDEPOT.COM - Total For Fire-EMS Operations</i>			<i>\$359.00</i>
<b>HOMEDEPOT.COM - ALL DEPARTMENTS</b>			<b>\$359.00</b>

## HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	060678 ANNUAL INSPECTION	\$731.40
<i>HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund</i>			<i>\$731.40</i>
<b>HONNEN EQUIPMENT CO. - ALL DEPARTMENTS</b>			<b>\$731.40</b>

## HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Balefill - Diversion & Special	Hose Reels	\$40.59
<i>HOSE &amp; RUBBER SUPPLY - Total For Balefill - Diversion &amp; Special</i>			<i>\$40.59</i>
HOSE & RUBBER SUPPLY	Refuse - Residential	Hose Repair	\$41.81
HOSE & RUBBER SUPPLY	Refuse - Residential	Hyd Hose	\$77.42
<i>HOSE &amp; RUBBER SUPPLY - Total For Refuse - Residential</i>			<i>\$119.23</i>
HOSE & RUBBER SUPPLY	Water - Distribution	Pump suction for unit 260	\$114.82
<i>HOSE &amp; RUBBER SUPPLY - Total For Water - Distribution</i>			<i>\$114.82</i>

**HOSE & RUBBER SUPPLY - ALL DEPARTMENTS****\$274.64****HOTELSCOM92108652489**

HOTELSCOM92108652489 Police Administration TRAVEL AGENCIES \$630.64

*HOTELSCOM92108652489 - Total For Police Administration* \$630.64**HOTELSCOM92108652489 - ALL DEPARTMENTS****\$630.64****HOWARD SUPPLY COMPAN**

HOWARD SUPPLY COMPAN Water - Distribution tow rope \$130.62

*HOWARD SUPPLY COMPAN - Total For Water - Distribution* \$130.62**HOWARD SUPPLY COMPAN - ALL DEPARTMENTS****\$130.62****IFIT.COM**

IFIT.COM Fire-EMS Training Service for exercise machine at Station 5 \$396.00

*IFIT.COM - Total For Fire-EMS Training* \$396.00**IFIT.COM - ALL DEPARTMENTS****\$396.00****INBERG-MILLER ENGINE**

INBERG-MILLER ENGINE Balefill - Disposal &amp; Landfill 18-074 SWF Landfill \$85.50

*INBERG-MILLER ENGINE - Total For Balefill - Disposal & Landfill* \$85.50**INBERG-MILLER ENGINE - ALL DEPARTMENTS****\$85.50****INNOVYZE INC**

INNOVYZE INC Sewer Fund - Collection INFOSWMM support program \$2,942.00

*INNOVYZE INC - Total For Sewer Fund - Collection* \$2,942.00**INNOVYZE INC - ALL DEPARTMENTS****\$2,942.00****INST. OF POLICE TECH**

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

INST. OF POLICE TECH Police Administration MISCELLANEOUS AND RETAIL STORES \$1,095.00

INST. OF POLICE TECH Police Administration MISCELLANEOUS AND RETAIL STORES \$1,095.00

<i>INST. OF POLICE TECH - Total For Police Administration</i>			<i>\$2,985.00</i>
<b>INST. OF POLICE TECH - ALL DEPARTMENTS</b>			<b>\$2,985.00</b>

## INTERFAITH OF NATRON

INTERFAITH OF NATRON	Capital Projects Fund	2nd Quarter Funding	\$8,541.69
<i>INTERFAITH OF NATRON - Total For Capital Projects Fund</i>			<i>\$8,541.69</i>
<b>INTERFAITH OF NATRON - ALL DEPARTMENTS</b>			<b>\$8,541.69</b>

## INTUIT, INC.

INTUIT, INC.	Fire-EMS Operations	AAker Signs - Removal/Instillation of Vinyl letter	\$1,813.72
INTUIT, INC.	Fire-EMS Operations	CS Consulting	\$750.00
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$2,563.72</i>
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$2,563.72</b>

## ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	Regional Water Operations	Recant pump repair	\$311.40
<i>ITC ELECTRICAL TECHN - Total For Regional Water Operations</i>			<i>\$311.40</i>
ITC ELECTRICAL TECHN	Sewer Fund - Collection	Sunflower lift station electrical relocation work	\$7,400.00
<i>ITC ELECTRICAL TECHN - Total For Sewer Fund - Collection</i>			<i>\$7,400.00</i>
<b>ITC ELECTRICAL TECHN - ALL DEPARTMENTS</b>			<b>\$7,711.40</b>

## J P COOKE CO

J P COOKE CO	Metro Animal Fund - Admin	2020 City Licenses	\$620.00
<i>J P COOKE CO - Total For Metro Animal Fund - Admin</i>			<i>\$620.00</i>
<b>J P COOKE CO - ALL DEPARTMENTS</b>			<b>\$620.00</b>

## JFH DISTRIBUTING

JFH DISTRIBUTING	WWTP - Operations	Low Pressure Blower	\$10,085.00
<i>JFH DISTRIBUTING - Total For WWTP - Operations</i>			<i>\$10,085.00</i>
<b>JFH DISTRIBUTING - ALL DEPARTMENTS</b>			<b>\$10,085.00</b>

## JW FISHERS

JW FISHERS	Fire-EMS Operations	ROV Repair	\$420.00
<i>JW FISHERS - Total For Fire-EMS Operations</i>			<i>\$420.00</i>
<b>JW FISHERS - ALL DEPARTMENTS</b>			<b>\$420.00</b>

## KELLYS ALIGNMENT AND

KELLYS ALIGNMENT AND	Fleet Maintenance Fund	ALIGNMENT 230087	\$105.00
KELLYS ALIGNMENT AND	Fleet Maintenance Fund	ALIGNMENT 101240	\$105.00
<i>KELLYS ALIGNMENT AND - Total For Fleet Maintenance Fund</i>			<i>\$210.00</i>
<b>KELLYS ALIGNMENT AND - ALL DEPARTMENTS</b>			<b>\$210.00</b>

## KUBWATER RESOURCES,

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

## L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Boots	\$410.00
L.N. CURTIS & SONS I	Fire-EMS Operations	Boots	\$428.00
<i>L.N. CURTIS &amp; SONS I - Total For Fire-EMS Operations</i>			<i>\$838.00</i>
<b>L.N. CURTIS &amp; SONS I - ALL DEPARTMENTS</b>			<b>\$838.00</b>

## LAMAR MEDIA CORP

LAMAR MEDIA CORP	Police Administration	ADVERTISING SERVICES	\$600.00
<i>LAMAR MEDIA CORP - Total For Police Administration</i>			<i>\$600.00</i>
<b>LAMAR MEDIA CORP - ALL DEPARTMENTS</b>			<b>\$600.00</b>

## LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Janitorial Services	\$285.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$285.00</i>

**LISA'S SPIC N SPAN - ALL DEPARTMENTS** **\$285.00**

**LOAF N JUG #0119**

LOAF N JUG #0119 Fire-EMS Operations Fuel for Brush 2 Trip \$41.34

LOAF N JUG #0119 Fire-EMS Operations Fuel \$39.46

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*LOAF N JUG #0119 - Total For Fire-EMS Operations* *\$80.80*

**LOAF N JUG #0119 - ALL DEPARTMENTS** **\$80.80**

**LONG BUILDING TECHNO**

LONG BUILDING TECHNO Regional Water Operations North Chem Blower Repair \$224.20

LONG BUILDING TECHNO Regional Water Operations Repair thermostat in map rm \$112.10

LONG BUILDING TECHNO Regional Water Operations Repair fan in Plant Room \$534.00

LONG BUILDING TECHNO Regional Water Operations HVAC Fans in Plant Room Maintenance \$534.00

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*LONG BUILDING TECHNO - Total For Regional Water Operations* *\$1,404.30*

**LONG BUILDING TECHNO - ALL DEPARTMENTS** **\$1,404.30**

**MAD TRANSPORT&TOWING**

MAD TRANSPORT&TOWING Fleet Maintenance Fund 230081 TOW TO SHOP \$125.00

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*MAD TRANSPORT&TOWING - Total For Fleet Maintenance Fund* *\$125.00*

**MAD TRANSPORT&TOWING - ALL DEPARTMENTS** **\$125.00**

**MCDONALD'S F35665**

MCDONALD'S F35665 Police Administration FAST FOOD RESTAURANTS \$26.74

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*MCDONALD'S F35665 - Total For Police Administration* *\$26.74*

**MCDONALD'S F35665 - ALL DEPARTMENTS** **\$26.74**

**MCMURRY READY MIX CO**

MCMURRY READY MIX CO Streets Yard Finish rock \$662.07

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*MCMURRY READY MIX CO - Total For Streets* *\$662.07*

**MCMURRY READY MIX CO - ALL DEPARTMENTS** **\$662.07**

## MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Disposal & Landfill	TOOLS	\$62.74
<i>MENARDS CASPER WY - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$62.74</i>
<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>			<b>\$62.74</b>

## MERBACK AWARDS COMPA

MERBACK AWARDS COMPA	Fire-EMS Operations	Nametags	\$103.17
<i>MERBACK AWARDS COMPA - Total For Fire-EMS Operations</i>			<i>\$103.17</i>
<b>MERBACK AWARDS COMPA - ALL DEPARTMENTS</b>			<b>\$103.17</b>

## MERCER HOUSE, INC.

MERCER HOUSE, INC.	Capital Projects Fund	2nd Quarter Funding	\$8,001.38
<i>MERCER HOUSE, INC. - Total For Capital Projects Fund</i>			<i>\$8,001.38</i>
<b>MERCER HOUSE, INC. - ALL DEPARTMENTS</b>			<b>\$8,001.38</b>

## MILE HIGH SHOOTING A

MILE HIGH SHOOTING A	Police Administration	Federal Gold Medal	\$4,967.83
<i>MILE HIGH SHOOTING A - Total For Police Administration</i>			<i>\$4,967.83</i>
<b>MILE HIGH SHOOTING A - ALL DEPARTMENTS</b>			<b>\$4,967.83</b>

## MOTHER SETON HOUSING

MOTHER SETON HOUSING	Capital Projects Fund	2nd Quarter Funding	\$9,076.38
<i>MOTHER SETON HOUSING - Total For Capital Projects Fund</i>			<i>\$9,076.38</i>
<b>MOTHER SETON HOUSING - ALL DEPARTMENTS</b>			<b>\$9,076.38</b>

## MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Disposal & Landfill	Vac Hose	\$354.99
<i>MOTION AND FLOW CONT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$354.99</i>
<b>MOTION AND FLOW CONT - ALL DEPARTMENTS</b>			<b>\$354.99</b>



## MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication Feb 2020 Services		\$3,954.33
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$3,954.33</i>
<b>MOTOROLA SOLUTIONS - ALL DEPARTMENTS</b>			<b>\$3,954.33</b>

## MOUNTAIN STATES

MOUNTAIN STATES	Parks - Parks Maint.	Business Cards	\$42.70
MOUNTAIN STATES	Parks - Parks Maint.	Business Cards	\$85.40
<i>MOUNTAIN STATES - Total For Parks - Parks Maint.</i>			<i>\$128.10</i>
MOUNTAIN STATES	Police Administration	Ogden Business Cards	\$64.50
MOUNTAIN STATES	Police Administration	Schulz Business Cards	\$61.24
MOUNTAIN STATES	Police Administration	P&E Cards	\$123.93
<i>MOUNTAIN STATES - Total For Police Administration</i>			<i>\$249.67</i>
MOUNTAIN STATES	Weed & Pest Fund	Business Cards	\$85.40
<i>MOUNTAIN STATES - Total For Weed &amp; Pest Fund</i>			<i>\$85.40</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$463.17</b>

## MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Police Animal Control	MISCELLANEOUS PUBLISHING & PRINTING	\$130.27
<i>MOUNTAIN STATES LITH - Total For Police Animal Control</i>			<i>\$130.27</i>
MOUNTAIN STATES LITH	Rec Center - Admin	DAY PASSES	\$62.92
<i>MOUNTAIN STATES LITH - Total For Rec Center - Admin</i>			<i>\$62.92</i>
<b>MOUNTAIN STATES LITH - ALL DEPARTMENTS</b>			<b>\$193.19</b>

## MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Golf - Operations	Internet Service for 19th Hole	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Golf - Operations</i>			<i>\$49.95</i>
MOUNTAIN WEST TELEPH	Public Safety Communication	e911 Services	\$503.74
<i>MOUNTAIN WEST TELEPH - Total For Public Safety Communications</i>			<i>\$503.74</i>
<b>MOUNTAIN WEST TELEPH - ALL DEPARTMENTS</b>			<b>\$553.69</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Disposal & Landfill	RINGS FOR FENCING	\$38.54
<i>MURDOCH'S RANCH&amp;HOME - Total For Balefill - Disposal &amp; Landfill</i>			\$38.54
MURDOCH'S RANCH&HOM	Fire-EMS Operations	Stihl Dog	\$17.49
<i>MURDOCH'S RANCH&amp;HOME - Total For Fire-EMS Operations</i>			\$17.49
MURDOCH'S RANCH&HOM	Weed & Pest Fund	Tools	\$99.42
<i>MURDOCH'S RANCH&amp;HOME - Total For Weed &amp; Pest Fund</i>			\$99.42
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$155.45</b>

## NALCO CHEMICAL CO.

NALCO CHEMICAL CO.	WWTP - Regional Interceptor	Ferrous chloride delivery 12/9/19	\$16,329.60
NALCO CHEMICAL CO.	WWTP - Regional Interceptor	Ferrous Chloride deliveries to NPSSI Corrosion C	\$16,084.80
NALCO CHEMICAL CO.	WWTP - Regional Interceptor	Ferrous Chloride deliveries to NPSSI Corrosion C	\$16,084.80
<i>NALCO CHEMICAL CO. - Total For WWTP - Regional Interceptors</i>			\$48,499.20
<b>NALCO CHEMICAL CO. - ALL DEPARTMENTS</b>			<b>\$48,499.20</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October and November 2019	\$3,697.40
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Dec. 2019 Supplies	\$2,136.64
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Dec. 2019 Supplies	\$418.32
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Dec. 2019 Supplies	\$73,585.33
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Dec. 2019 Supplies	\$15,485.72
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October and November 2019	143,441.05
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October and November 2019	\$3,216.09
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October and November 2019	\$508.50
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	October and November 2019	\$25,453.81
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			\$267,942.86
NAPA AUTO PARTS CORP	Refuse - Residential	WHEEL CHOCKS	\$72.54
<i>NAPA AUTO PARTS CORP - Total For Refuse - Residential</i>			\$72.54
NAPA AUTO PARTS CORP	Water - Distribution	gasket materials	\$21.84
<i>NAPA AUTO PARTS CORP - Total For Water - Distribution</i>			\$21.84
NAPA AUTO PARTS CORP	Water - Tanks	silicone & gasket maker for North Park Booster	\$28.98
<i>NAPA AUTO PARTS CORP - Total For Water - Tanks</i>			\$28.98
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$268,066.22</b>

## NATIONAL BENEFIT SER

NATIONAL BENEFIT SER	Health Insurance Fund	December Plan Admin Fees	\$390.40
<i>NATIONAL BENEFIT SER - Total For Health Insurance Fund</i>			<i>\$390.40</i>
<b>NATIONAL BENEFIT SER - ALL DEPARTMENTS</b>			<b>\$390.40</b>

## NATIONAL SOCIETY OF

NATIONAL SOCIETY OF	Sewer Fund - Collection	National Society of Professional Engineers mem	\$299.00
<i>NATIONAL SOCIETY OF - Total For Sewer Fund - Collection</i>			<i>\$299.00</i>
<b>NATIONAL SOCIETY OF - ALL DEPARTMENTS</b>			<b>\$299.00</b>

## NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Capital Projects Fund	40% Detention Center Commercial Washer	\$2,678.00
<i>NATRONA COUNTY OFFIC - Total For Capital Projects Fund</i>			<i>\$2,678.00</i>
NATRONA COUNTY OFFIC	Police Administration	November 2019 Juvenile Detention	\$7,500.00
NATRONA COUNTY OFFIC	Police Administration	October 2019 Juvenile Detention	\$7,500.00
NATRONA COUNTY OFFIC	Police Administration	September 2019 Prisoner Housing	120,047.55
NATRONA COUNTY OFFIC	Police Administration	December 2019 Juvenile Detention	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$142,547.55</i>
NATRONA COUNTY OFFIC	Social Community Services	Dec. 2019 Tax Revenues	\$45,000.00
<i>NATRONA COUNTY OFFIC - Total For Social Community Services</i>			<i>\$45,000.00</i>
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$190,225.55</b>

## NMI NATIONWIDE

NMI NATIONWIDE	Balefill - Baler Processing	NOTARY SURETY BOND	\$50.00
<i>NMI NATIONWIDE - Total For Balefill - Baler Processing</i>			<i>\$50.00</i>
<b>NMI NATIONWIDE - ALL DEPARTMENTS</b>			<b>\$50.00</b>

## NOLAND FEED

NOLAND FEED	Metro Animal Fund - Admin	CAT FOOD	\$276.42
<i>NOLAND FEED - Total For Metro Animal Fund - Admin</i>			<i>\$276.42</i>
<b>NOLAND FEED - ALL DEPARTMENTS</b>			<b>\$276.42</b>

## NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	cleaning supplies	\$33.17
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$33.17</i>
NORCO, INC.	Fire-EMS Administration	Hydrotest	\$399.00
<i>NORCO, INC. - Total For Fire-EMS Administration</i>			<i>\$399.00</i>
NORCO, INC.	Fleet Maintenance Fund	REPAIR WIREFEED WELDER	\$247.58
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$247.58</i>
NORCO, INC.	Metro Animal Fund - Admin	BLEACH/BOTTLE FOAMER	\$50.49
NORCO, INC.	Metro Animal Fund - Admin	BLEACH/FOAMER BOTLE	\$169.24
<i>NORCO, INC. - Total For Metro Animal Fund - Admin</i>			<i>\$219.73</i>
NORCO, INC.	Parks - Parks Maint.	Safety Jackets	\$180.81
<i>NORCO, INC. - Total For Parks - Parks Maint.</i>			<i>\$180.81</i>
NORCO, INC.	Rec Center - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$406.40
<i>NORCO, INC. - Total For Rec Center - Operations</i>			<i>\$406.40</i>
NORCO, INC.	WWTP - Operations	Nozzle, gloves	\$49.79
<i>NORCO, INC. - Total For WWTP - Operations</i>			<i>\$49.79</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$1,536.48</b>

## OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	101225 Claim 2581CA Repairs	\$1,045.39
<i>OLSON AUTOBODY &amp; COL - Total For Fleet Maintenance Fund</i>			<i>\$1,045.39</i>
<b>OLSON AUTOBODY &amp; COL - ALL DEPARTMENTS</b>			<b>\$1,045.39</b>

## ON THE GO PORTABLE W

ON THE GO PORTABLE W	WWTP - Operations	Lab supplies	\$100.58
<i>ON THE GO PORTABLE W - Total For WWTP - Operations</i>			<i>\$100.58</i>
<b>ON THE GO PORTABLE W - ALL DEPARTMENTS</b>			<b>\$100.58</b>

## ONE CALL OF WY.

ONE CALL OF WY.	Sewer Fund - Collection	Tickets for Dec., 2020 membership	\$131.40
<i>ONE CALL OF WY. - Total For Sewer Fund - Collection</i>			<i>\$131.40</i>
ONE CALL OF WY.	Traffic Control	Monthly Street/Traffic Locates Dec. 2019	\$96.25
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$96.25</i>

ONE CALL OF WY.	Water - Distribution	Tickets for Dec., 2020 membership	\$160.60
<i>ONE CALL OF WY. - Total For Water - Distribution</i>			<i>\$160.60</i>
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>			<b>\$388.25</b>

## ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	Pest Control	\$128.97
<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			<i>\$128.97</i>
<b>ORKIN LLC 002 - ALL DEPARTMENTS</b>			<b>\$128.97</b>

## OVER THE FALLS

OVER THE FALLS	Police Administration	EATING PLACES, RESTAURANTS	\$26.00
<i>OVER THE FALLS - Total For Police Administration</i>			<i>\$26.00</i>
<b>OVER THE FALLS - ALL DEPARTMENTS</b>			<b>\$26.00</b>

## PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP - Operations	Lab testing	\$45.00
<i>PACE ANALYTICAL SERV - Total For WWTP - Operations</i>			<i>\$45.00</i>
<b>PACE ANALYTICAL SERV - ALL DEPARTMENTS</b>			<b>\$45.00</b>

## PANTHEON LLC

PANTHEON LLC	Balefill - Disposal & Landfill	Concrete Floor Cleaning	\$47.12
<i>PANTHEON LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$47.12</i>
<b>PANTHEON LLC - ALL DEPARTMENTS</b>			<b>\$47.12</b>

## PARTSMASTER

PARTSMASTER	Balefill - Disposal & Landfill	Part Washer	\$375.00
<i>PARTSMASTER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$375.00</i>
<b>PARTSMASTER - ALL DEPARTMENTS</b>			<b>\$375.00</b>

## PASTPERFECT SOFTWARE

PASTPERFECT SOFTWARE	Ft. Caspar Museum	Annual support for Past Perfect	\$432.00
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<i>PASTPERFECT SOFTWARE - Total For Ft. Caspar Museum</i>			<i>\$432.00</i>
<b>PASTPERFECT SOFTWARE - ALL DEPARTMENTS</b>			<b>\$432.00</b>

### **PAYPAL LOVELYFLEUR**

PAYPAL LOVELYFLEUR	General Fund	Jewelry for the gift shop	\$85.60
<i>PAYPAL LOVELYFLEUR - Total For General Fund</i>			<i>\$85.60</i>
<b>PAYPAL LOVELYFLEUR - ALL DEPARTMENTS</b>			<b>\$85.60</b>

### **PEAKS & PRAIRIES GCS**

PEAKS & PRAIRIES GCS	Golf - Operations	PPGCSA membership for Jason Martin	\$131.20
PEAKS & PRAIRIES GCS	Golf - Operations	PPGCSA Membership	\$131.25
<i>PEAKS &amp; PRAIRIES GCS - Total For Golf - Operations</i>			<i>\$262.45</i>
<b>PEAKS &amp; PRAIRIES GCS - ALL DEPARTMENTS</b>			<b>\$262.45</b>

### **PEAVEY CORP.**

PEAVEY CORP.	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$593.50
<i>PEAVEY CORP. - Total For Police Administration</i>			<i>\$593.50</i>
<b>PEAVEY CORP. - ALL DEPARTMENTS</b>			<b>\$593.50</b>

### **PEDEN'S INC**

PEDEN'S INC	Balefill - Diversion & Special	Special Waste Uniforms	\$847.36
PEDEN'S INC	Balefill - Diversion & Special	Special Waste Uniforms	\$191.39
<i>PEDEN'S INC - Total For Balefill - Diversion &amp; Special</i>			<i>\$1,038.75</i>
<b>PEDEN'S INC - ALL DEPARTMENTS</b>			<b>\$1,038.75</b>

### **PEPPER TANK & CONTRA**

PEPPER TANK & CONTRA	WWTP - Operations	PW2 Spacer Flanges	\$130.00
PEPPER TANK & CONTRA	WWTP - Operations	PW2 Spacer Flanges	\$910.00
<i>PEPPER TANK &amp; CONTRA - Total For WWTP - Operations</i>			<i>\$1,040.00</i>
<b>PEPPER TANK &amp; CONTRA - ALL DEPARTMENTS</b>			<b>\$1,040.00</b>

## PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	Ice Arena - Concessions	Credit	(\$33.25)
PEPSI COLA OF CASPER	Ice Arena - Concessions	Concessions	\$290.90
<i>PEPSI COLA OF CASPER - Total For Ice Arena - Concessions</i>			<i>\$257.65</i>
<b>PEPSI COLA OF CASPER - ALL DEPARTMENTS</b>			<b>\$257.65</b>

## PLATTE RIVER PARKWAY

PLATTE RIVER PARKWAY	Capital Projects Fund	Platte River Trails Trust 1st & 2nd Qrtr Funding	\$30,716.16
<i>PLATTE RIVER PARKWAY - Total For Capital Projects Fund</i>			<i>\$30,716.16</i>
<b>PLATTE RIVER PARKWAY - ALL DEPARTMENTS</b>			<b>\$30,716.16</b>

## POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Utility Billing 01/6-01/12/20	\$3,070.53
POSTAL PROS, INC.	Customer Service	Credit Card Scanners	\$920.00
POSTAL PROS, INC.	Customer Service	Utility Billing	\$941.65
POSTAL PROS, INC.	Customer Service	Utility Billing 12/16-12/22/19	\$2,342.23
POSTAL PROS, INC.	Customer Service	Utility Billing 12/23/19-12/29/19	\$338.81
POSTAL PROS, INC.	Customer Service	Utility Billing 12/30/19-01/05/20	\$2,949.29
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$10,562.51</i>
POSTAL PROS, INC.	Water	Utility Billing	\$401.25
<i>POSTAL PROS, INC. - Total For Water</i>			<i>\$401.25</i>
<b>POSTAL PROS, INC. - ALL DEPARTMENTS</b>			<b>\$10,963.76</b>

## PP FBINAACHPTR

PP FBINAACHPTR	Police Administration	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$62.00
<i>PP FBINAACHPTR - Total For Police Administration</i>			<i>\$62.00</i>
<b>PP FBINAACHPTR - ALL DEPARTMENTS</b>			<b>\$62.00</b>

## PROKOTEENGINEERINGSU

PROKOTEENGINEERINGSU	Water - Distribution	CW/Cadweld plus load #15	\$79.60
<i>PROKOTEENGINEERINGSU - Total For Water - Distribution</i>			<i>\$79.60</i>

**PROKOTEENGINEERINGSU - ALL DEPARTMENTS** **\$79.60**

**PROUD CUT SALOON**

PROUD CUT SALOON Fire-EMS Training Meal while attending a training in Cody \$58.34

*PROUD CUT SALOON - Total For Fire-EMS Training* \$58.34

**PROUD CUT SALOON - ALL DEPARTMENTS** **\$58.34**

**PTA PIZZA AND HOAGIE**

PTA PIZZA AND HOAGIE Police Administration EATING PLACES, RESTAURANTS \$12.00

*PTA PIZZA AND HOAGIE - Total For Police Administration* \$12.00

**PTA PIZZA AND HOAGIE - ALL DEPARTMENTS** **\$12.00**

**QTS RESTAURANT CODY**

QTS RESTAURANT CODY Fire-EMS Training Meal while attending a training in Cody \$17.04

QTS RESTAURANT CODY Fire-EMS Training Meal while at a training in Cody \$19.64

*QTS RESTAURANT CODY - Total For Fire-EMS Training* \$36.68

**QTS RESTAURANT CODY - ALL DEPARTMENTS** **\$36.68**

**RAILROAD MGMT CO III**

RAILROAD MGMT CO III WWTP - Operations License Fees \$258.95

*RAILROAD MGMT CO III - Total For WWTP - Operations* \$258.95

**RAILROAD MGMT CO III - ALL DEPARTMENTS** **\$258.95**

**RAMIREZ ROD & CUSTOM**

RAMIREZ ROD & CUSTOM Fleet Maintenance Fund INS CLAIM 2439CA/ 101216 \$899.12

*RAMIREZ ROD & CUSTOM - Total For Fleet Maintenance Fund* \$899.12

**RAMIREZ ROD & CUSTOM - ALL DEPARTMENTS** **\$899.12**

**RAMSHORN CONSTRUCTIO**

RAMSHORN CONSTRUCTIO Capital Projects Fund 13th Street Imp. 18-075 Retainage Release \$46,704.30

*RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund* \$46,704.30



**RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS****\$46,704.30****RECRUITMILITARY LLC**

RECRUITMILITARY LLC	Police Administration	EMPLOYMENT AGENCIES, TEMPORARY HELP SU	\$795.00
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<i>RECRUITMILITARY LLC - Total For Police Administration</i>			<i>\$795.00</i>
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**RECRUITMILITARY LLC - ALL DEPARTMENTS****\$795.00****RECYKLING INDUSTRIAL**

RECYKLING INDUSTRIAL	Balefill - Baler Processing	Solenoid Valve	\$1,787.88
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<i>RECYKLING INDUSTRIAL - Total For Balefill - Baler Processing</i>			<i>\$1,787.88</i>
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**RECYKLING INDUSTRIAL - ALL DEPARTMENTS****\$1,787.88****RELEVANT SOLUTIONS**

RELEVANT SOLUTIONS	Buildings & Structures Fund	HVAC Controls Sensors for Golf Course	\$906.00
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RELEVANT SOLUTIONS	Buildings & Structures Fund	HVAC Controls Sensors for Golf Course	\$20.28
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<i>RELEVANT SOLUTIONS - Total For Buildings &amp; Structures Fund</i>			<i>\$926.28</i>
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**RELEVANT SOLUTIONS - ALL DEPARTMENTS****\$926.28****RESPOND FIRST AID OF**

RESPOND FIRST AID OF	Police Administration	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$105.00
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<i>RESPOND FIRST AID OF - Total For Police Administration</i>			<i>\$105.00</i>
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**RESPOND FIRST AID OF - ALL DEPARTMENTS****\$105.00****REXEL 3212**

REXEL 3212	Balefill - Baler Processing	BALER BUILDING SUPPLIES	\$283.34
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<i>REXEL 3212 - Total For Balefill - Baler Processing</i>			<i>\$283.34</i>
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**REXEL 3212 - ALL DEPARTMENTS****\$283.34****RICOH USA INC**

RICOH USA INC	Planning - Admin	Dec. 2019 Copier	\$219.19
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<i>RICOH USA INC - Total For Planning - Admin</i>			<i>\$219.19</i>
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RICOH USA INC	Police Administration	December 2019 Copier Fee	\$61.57
<i>RICOH USA INC - Total For Police Administration</i>			<i>\$61.57</i>
<b>RICOH USA INC - ALL DEPARTMENTS</b>			<b>\$280.76</b>

## RMI WYOMING INC

RMI WYOMING INC	Streets	12. Pr Lg. Gloves & Lense towelettes	\$134.80
RMI WYOMING INC	Streets	4 Boxes Earplugs & 4 Balaclava	\$298.60
RMI WYOMING INC	Streets	Winter Gloves 24 LG, 12 Medium & Safety Vests	\$506.68
<i>RMI WYOMING INC - Total For Streets</i>			<i>\$940.08</i>
<b>RMI WYOMING INC - ALL DEPARTMENTS</b>			<b>\$940.08</b>

## ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemicals Oxygen	\$1,118.96
<i>ROCKY MOUNTAIN AIR S - Total For Regional Water Operations</i>			<i>\$1,118.96</i>
<b>ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS</b>			<b>\$1,118.96</b>

## ROCKY MOUNTAIN DISCO

ROCKY MOUNTAIN DISCO	Police Administration	SPORTING GOODS STORES	\$28.99
<i>ROCKY MOUNTAIN DISCO - Total For Police Administration</i>			<i>\$28.99</i>
<b>ROCKY MOUNTAIN DISCO - ALL DEPARTMENTS</b>			<b>\$28.99</b>

## ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Electricity	\$4,910.48
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$4,910.48</i>
ROCKY MOUNTAIN POWER	Cemetery	Electricity	\$120.90
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$120.90</i>
ROCKY MOUNTAIN POWER	City Center Building	Electricity	\$1,099.76
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$1,099.76</i>
ROCKY MOUNTAIN POWER	City Hall	Electricity	\$3,227.14
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$3,227.14</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$1,123.92
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$2,485.72
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$352.41

<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$3,962.05
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Electricity	\$3,931.86
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$3,931.86
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Electricity	\$627.28
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$627.28
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$5,238.83
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$11,033.81
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$16,272.64
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity	\$5,926.33
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$5,926.33
ROCKY MOUNTAIN POWER	Marathon Building	Electricity	\$1,052.05
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$1,052.05
ROCKY MOUNTAIN POWER	Metro Animal Fund - Admin	Electricity	\$824.35
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Fund - Admin</i>			\$824.35
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Electricity	\$33.22
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			\$33.22
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$74.51
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$74.51
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$3,469.06
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$3,469.06
ROCKY MOUNTAIN POWER	Public Safety Communication	Electricity	\$291.80
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$291.80
ROCKY MOUNTAIN POWER	Rec Center - Operations	Electricity	\$3,241.41
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$3,241.41
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$74.57
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$558.84
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			\$633.41
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$46,411.89
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$83.13
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$85.81
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$46,580.83
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$21,483.94
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$1,560.85
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			\$23,044.79
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$249.97
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$23,618.60

<i>ROCKY MOUNTAIN POWER - Total For WWTP - Operations</i>			\$23,868.57
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$143,192.44</b>

## Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$373.68
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$373.68</i>
<b>Rooter - ALL DEPARTMENTS</b>			<b>\$373.68</b>

## S/D, INC.

S/D, INC.	Buildings & Structures Fund	Track off flooring for City Hall	\$16,113.00
<i>S/D, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$16,113.00</i>
<b>S/D, INC. - ALL DEPARTMENTS</b>			<b>\$16,113.00</b>

## SAFE KIDS WORLDWIDE

SAFE KIDS WORLDWIDE	Fire-EMS Training	Markovich Certification Course Registration	\$95.00
<i>SAFE KIDS WORLDWIDE - Total For Fire-EMS Training</i>			<i>\$95.00</i>
<b>SAFE KIDS WORLDWIDE - ALL DEPARTMENTS</b>			<b>\$95.00</b>

## SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Disposal & Landfill	POT LUCK	\$39.72
<i>SAMS CLUB #6425 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$39.72</i>
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS	\$53.88
<i>SAMS CLUB #6425 - Total For Police Administration</i>			<i>\$53.88</i>
SAMS CLUB #6425	Rec Center - Operations	CHAIR	\$79.98
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			<i>\$79.98</i>
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$173.58</b>

## SAMSCLUB #6425

SAMSCLUB #6425	Public Safety Communication	WHOLESALE CLUBS	\$109.17
<i>SAMSCLUB #6425 - Total For Public Safety Communications</i>			<i>\$109.17</i>
<b>SAMSCLUB #6425 - ALL DEPARTMENTS</b>			<b>\$109.17</b>

## SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$59.88
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			<i>\$59.88</i>
<b>SAMSCLUB.COM - ALL DEPARTMENTS</b>			<b>\$59.88</b>

## SBC ON IB - 21

SBC ON IB - 21	Police Administration	FAST FOOD RESTAURANTS	\$11.84
<i>SBC ON IB - 21 - Total For Police Administration</i>			<i>\$11.84</i>
<b>SBC ON IB - 21 - ALL DEPARTMENTS</b>			<b>\$11.84</b>

## SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$50.80
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$50.80</i>
<b>SHELL OIL 5744427920 - ALL DEPARTMENTS</b>			<b>\$50.80</b>

## SHELL OIL 5744517260

SHELL OIL 5744517260	Police Administration	SERVICE STATIONS	\$25.00
<i>SHELL OIL 5744517260 - Total For Police Administration</i>			<i>\$25.00</i>
<b>SHELL OIL 5744517260 - ALL DEPARTMENTS</b>			<b>\$25.00</b>

## SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint for Scale House Walls - Solid Waste	\$31.79
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint for Washington Park Ballfields	\$215.34
<i>SHERWIN-WILLIAMS COR - Total For Buildings &amp; Structures Fund</i>			<i>\$247.13</i>
SHERWIN-WILLIAMS COR	Hogadon - Operations	GLASS, PAINT, WALLPAPER STORES	\$41.17
<i>SHERWIN-WILLIAMS COR - Total For Hogadon - Operations</i>			<i>\$41.17</i>
<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>			<b>\$288.30</b>

## SIP CORPORATION

SIP CORPORATION	Golf - Operations	Wheel/labor	\$375.00
SIP CORPORATION	Golf - Operations	V-Support Upgrade/Labor	\$375.00

SIP CORPORATION	Golf - Operations	Wheel/labor	\$300.00
SIP CORPORATION	Golf - Operations	V-Support Upgrade/Labor	\$1,519.25
<i>SIP CORPORATION - Total For Golf - Operations</i>			<i>\$2,569.25</i>
<b>SIP CORPORATION - ALL DEPARTMENTS</b>			<b>\$2,569.25</b>

## SIX ROBBLEES INC

SIX ROBBLEES INC	Refuse - Residential	Tire Chains	\$350.40
<i>SIX ROBBLEES INC - Total For Refuse - Residential</i>			<i>\$350.40</i>
<b>SIX ROBBLEES INC - ALL DEPARTMENTS</b>			<b>\$350.40</b>

## SMARSH, INC

SMARSH, INC	Information Services	Dec. 2019 Archiving	\$1,838.50
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,838.50</i>
<b>SMARSH, INC - ALL DEPARTMENTS</b>			<b>\$1,838.50</b>

## SMITHS FOOD #4185

SMITHS FOOD #4185	Fire-EMS Operations	Propane	\$41.98
<i>SMITHS FOOD #4185 - Total For Fire-EMS Operations</i>			<i>\$41.98</i>
SMITHS FOOD #4185	Regional Water Operations	Coffee Filters	\$3.75
SMITHS FOOD #4185	Regional Water Operations	Coffee	\$52.53
<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			<i>\$56.28</i>
<b>SMITHS FOOD #4185 - ALL DEPARTMENTS</b>			<b>\$98.26</b>

## SP THESUPPLYCACHE.

SP THESUPPLYCACHE.	Fire-EMS Prevent & Inspect	The Supply Cache - Kestrel 3000 Weather Meter	\$166.40
<i>SP THESUPPLYCACHE. - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$166.40</i>
<b>SP THESUPPLYCACHE. - ALL DEPARTMENTS</b>			<b>\$166.40</b>

## SPECTRUM REACH

SPECTRUM REACH	Golf - Operations	Cable Service for Clubhouse	\$148.69
<i>SPECTRUM REACH - Total For Golf - Operations</i>			<i>\$148.69</i>

**SPECTRUM REACH - ALL DEPARTMENTS****\$148.69****SPORTSMANS WAREHOUSE**

SPORTSMANS WAREHOUSE Police Animal Control SPORTING GOODS STORES \$182.95

*SPORTSMANS WAREHOUSE - Total For Police Animal Control* \$182.95**SPORTSMANS WAREHOUSE - ALL DEPARTMENTS****\$182.95****SPRINGHILL STES AURO**

SPRINGHILL STES AURO Police Administration SPRINGHILL SUITES \$118.73

SPRINGHILL STES AURO Police Administration SPRINGHILL SUITES \$0.18

*SPRINGHILL STES AURO - Total For Police Administration* \$118.91**SPRINGHILL STES AURO - ALL DEPARTMENTS****\$118.91****SQ SQ 307 POWERWAS**

SQ SQ 307 POWERWAS Parks - Parks Maint. Graffiti Removal \$175.00

*SQ SQ 307 POWERWAS - Total For Parks - Parks Maint.* \$175.00**SQ SQ 307 POWERWAS - ALL DEPARTMENTS****\$175.00****SQ SQ ATLANTIC ELE**

SQ SQ ATLANTIC ELE Fleet Maintenance Fund FUSE BLOWN IN WASH BAY \$140.00

*SQ SQ ATLANTIC ELE - Total For Fleet Maintenance Fund* \$140.00

SQ SQ ATLANTIC ELE Hogadon - Operations Install 120v outlet for heating unit at the Mines \$268.49

*SQ SQ ATLANTIC ELE - Total For Hogadon - Operations* \$268.49**SQ SQ ATLANTIC ELE - ALL DEPARTMENTS****\$408.49****SQ SQ EILEEN'S COL**

SQ SQ EILEEN'S COL Human Resources Eileen's Cookies for CWC \$5.75

*SQ SQ EILEEN'S COL - Total For Human Resources* \$5.75**SQ SQ EILEEN'S COL - ALL DEPARTMENTS****\$5.75****SQ SQ JOE TELESKA**

SQ SQ JOE TELESCA	Buildings & Structures Fund	Pool plumbing repair parts for Washington Pool	\$550.00
<i>SQ SQ JOE TELESCA - Total For Buildings &amp; Structures Fund</i>			<i>\$550.00</i>
<b>SQ SQ JOE TELESCA - ALL DEPARTMENTS</b>			<b>\$550.00</b>

### SQ SQ NATRONA COUN

SQ SQ NATRONA COUN	Aquatics - Operations	CTA Renewals	\$15.00
<i>SQ SQ NATRONA COUN - Total For Aquatics - Operations</i>			<i>\$15.00</i>
SQ SQ NATRONA COUN	Ice Arena - Operations	CTA Renewals	\$75.00
<i>SQ SQ NATRONA COUN - Total For Ice Arena - Operations</i>			<i>\$75.00</i>
SQ SQ NATRONA COUN	Rec Center - Operations	CTA Renewals	\$15.00
<i>SQ SQ NATRONA COUN - Total For Rec Center - Operations</i>			<i>\$15.00</i>
<b>SQ SQ NATRONA COUN - ALL DEPARTMENTS</b>			<b>\$105.00</b>

### SQ SQ PEDEN'S

SQ SQ PEDEN'S	Parks - Parks Maint.	Safety Jacket LOGOS	\$108.00
<i>SQ SQ PEDEN'S - Total For Parks - Parks Maint.</i>			<i>\$108.00</i>
SQ SQ PEDEN'S	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$889.00
<i>SQ SQ PEDEN'S - Total For Police Administration</i>			<i>\$889.00</i>
<b>SQ SQ PEDEN'S - ALL DEPARTMENTS</b>			<b>\$997.00</b>

### SQU SQ WYOMING UNDE

SQU SQ WYOMING UNDE	Water - Tanks	Convention member fee (Lockwood/Anderson)	\$144.00
<i>SQU SQ WYOMING UNDE - Total For Water - Tanks</i>			<i>\$144.00</i>
<b>SQU SQ WYOMING UNDE - ALL DEPARTMENTS</b>			<b>\$144.00</b>

### STAPLES

STAPLES	Balefill - Baler Processing	OFFICE SUPPLIES	\$26.02
<i>STAPLES - Total For Balefill - Baler Processing</i>			<i>\$26.02</i>
STAPLES	Balefill - Diversion & Special	CALENDAR	\$44.98
<i>STAPLES - Total For Balefill - Diversion &amp; Special</i>			<i>\$44.98</i>
STAPLES	Finance	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$57.99
<i>STAPLES - Total For Finance</i>			<i>\$57.99</i>
STAPLES	Fleet Maintenance Fund	PRINTER INK, COMP SPEAKERS & SCOTCH TAPE	\$203.96



<i>STAPLES - Total For Fleet Maintenance Fund</i>			\$203.96
STAPLES	Hogadon - Operations	OFFICE SUPPLY	\$25.98
<i>STAPLES - Total For Hogadon - Operations</i>			\$25.98
STAPLES	Municipal Court	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$16.99
STAPLES	Municipal Court	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$99.44
STAPLES	Municipal Court	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$103.70
<i>STAPLES - Total For Municipal Court</i>			\$220.13
STAPLES	Police Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$29.47
<i>STAPLES - Total For Police Administration</i>			\$29.47
STAPLES	Public Safety Communication	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$16.97
<i>STAPLES - Total For Public Safety Communications</i>			\$16.97
STAPLES	Rec Center - Operations	CHAIR	\$109.99
<i>STAPLES - Total For Rec Center - Operations</i>			\$109.99
STAPLES	Refuse - Residential	WORK CALENDARS	\$60.95
<i>STAPLES - Total For Refuse - Residential</i>			\$60.95
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$796.44</b>

## STAPLES DIRECT

STAPLES DIRECT	Balefill - Disposal & Landfill	CREDIT FOR SALES TAX	(\$3.45)
<i>STAPLES DIRECT - Total For Balefill - Disposal &amp; Landfill</i>			(\$3.45)
<b>STAPLES DIRECT - ALL DEPARTMENTS</b>			<b>(\$3.45)</b>

## STARBUCKS TC RDU

STARBUCKS TC RDU	Police Administration	FAST FOOD RESTAURANTS	\$6.50
<i>STARBUCKS TC RDU - Total For Police Administration</i>			\$6.50
<b>STARBUCKS TC RDU - ALL DEPARTMENTS</b>			<b>\$6.50</b>

## STATE OF WY.

STATE OF WY.	Balefill - Disposal & Landfill	Hunter Notary Fee	\$30.00
<i>STATE OF WY. - Total For Balefill - Disposal &amp; Landfill</i>			\$30.00
STATE OF WY.	Police Administration	Nunn Notary Fee	\$30.00
<i>STATE OF WY. - Total For Police Administration</i>			\$30.00

**STATE OF WY. - ALL DEPARTMENTS****\$60.00****STERLING**

STERLING	Human Resources	December 2019 Background Checks	\$383.91
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<i>STERLING - Total For Human Resources</i>			<i>\$383.91</i>
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**STERLING - ALL DEPARTMENTS****\$383.91****STOTZ EQUIPMENT**

STOTZ EQUIPMENT	Fire-EMS Operations	Chiansaw Parts	\$202.54
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STOTZ EQUIPMENT	Fire-EMS Operations	Chainsaw parts	\$37.56
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STOTZ EQUIPMENT	Fire-EMS Operations	Chainsaw Parts	(\$93.96)
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STOTZ EQUIPMENT	Fire-EMS Operations	Chainsaw Part	\$142.99
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<i>STOTZ EQUIPMENT - Total For Fire-EMS Operations</i>			<i>\$289.13</i>
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STOTZ EQUIPMENT	Water - Distribution	saw belt	\$37.49
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<i>STOTZ EQUIPMENT - Total For Water - Distribution</i>			<i>\$37.49</i>
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**STOTZ EQUIPMENT - ALL DEPARTMENTS****\$326.62****SUBWAY**

SUBWAY	Police Administration	FAST FOOD RESTAURANTS	\$12.46
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<i>SUBWAY - Total For Police Administration</i>			<i>\$12.46</i>
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**SUBWAY - ALL DEPARTMENTS****\$12.46****SUTHERLANDS 2219**

SUTHERLANDS 2219	Metro Animal Fund - Admin	PELLETS	\$618.00
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<i>SUTHERLANDS 2219 - Total For Metro Animal Fund - Admin</i>			<i>\$618.00</i>
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**SUTHERLANDS 2219 - ALL DEPARTMENTS****\$618.00****TARGET**

TARGET	Police Administration	GROCERY STORES, SUPERMARKETS	\$6.01
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TARGET	Police Administration	GROCERY STORES, SUPERMARKETS	\$6.01
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<i>TARGET - Total For Police Administration</i>			<i>\$12.02</i>
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TARGET	Rec Center - Special Program	CRF Pool Party Prizes	\$384.86
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TARGET - Total For Rec Center - Special Programs \$384.86

**TARGET - ALL DEPARTMENTS \$396.88**

## THE CAMPBELL GROUP

THE CAMPBELL GROUP Police Administration INSURANCE-SALES & UNDERWRITING \$250.00

THE CAMPBELL GROUP - Total For Police Administration \$250.00

**THE CAMPBELL GROUP - ALL DEPARTMENTS \$250.00**

## THE HOME DEPOT

THE HOME DEPOT Buildings & Structures Fund Tile repair parts for Ice Arena \$147.40

THE HOME DEPOT Buildings & Structures Fund Carpet adhesive and utility blades for dispatch \$23.95

THE HOME DEPOT - Total For Buildings & Structures Fund \$171.35

THE HOME DEPOT Fire-EMS Operations Earmuff \$25.98

THE HOME DEPOT Fire-EMS Operations 12" Document Bag \$50.92

THE HOME DEPOT Fire-EMS Operations Multi-Color Zip Pouch \$22.97

THE HOME DEPOT - Total For Fire-EMS Operations \$99.87

THE HOME DEPOT Fire-EMS Prevent & Inspect Tape Measure \$39.76

THE HOME DEPOT - Total For Fire-EMS Prevent & Inspect \$39.76

THE HOME DEPOT Hogadon - Operations Lodge front Door \$21.47

THE HOME DEPOT Hogadon - Operations Repair to terrain park feature \$149.13

THE HOME DEPOT Hogadon - Operations HOME SUPPLY WAREHOUSE STORES \$10.88

THE HOME DEPOT - Total For Hogadon - Operations \$181.48

THE HOME DEPOT Information Services Repair parts for Service Center gate conduit \$18.34

THE HOME DEPOT - Total For Information Services \$18.34

THE HOME DEPOT Metro Animal Fund - Admin STORAGE BOXES OUTLET COVER \$15.57

THE HOME DEPOT - Total For Metro Animal Fund - Admin \$15.57

THE HOME DEPOT Refuse - Residential SMALL TOOLS \$28.13

THE HOME DEPOT Refuse - Residential OPS SUPPLIES \$75.90

THE HOME DEPOT - Total For Refuse - Residential \$104.03

THE HOME DEPOT Weed & Pest Fund Extension Cords \$197.22

THE HOME DEPOT - Total For Weed & Pest Fund \$197.22

**THE HOME DEPOT - ALL DEPARTMENTS \$827.62**

## THE OLIVE

THE OLIVE	Police Administration	EATING PLACES, RESTAURANTS	\$35.76
<i>THE OLIVE - Total For Police Administration</i>			<i>\$35.76</i>

**THE OLIVE - ALL DEPARTMENTS** **\$35.76**

## THE UPS STORE

THE UPS STORE	Buildings & Structures Fund	Cost to send wrong plymovent part back to man	\$33.31
<i>THE UPS STORE - Total For Buildings &amp; Structures Fund</i>			<i>\$33.31</i>

**THE UPS STORE - ALL DEPARTMENTS** **\$33.31**

## THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Fund - Collection	Nov- Dec Sewer line flushing water	\$214.00
<i>THIRTY THREE MILE RO - Total For Sewer Fund - Collection</i>			<i>\$214.00</i>

**THIRTY THREE MILE RO - ALL DEPARTMENTS** **\$214.00**

## THOMSON WEST TCD

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

**THOMSON WEST TCD - ALL DEPARTMENTS** **\$1,500.06**

## TLO TRANSUNION

TLO TRANSUNION	Police Administration	COMPUTER AND DATA PROCESSING SERVICES	\$248.95
<i>TLO TRANSUNION - Total For Police Administration</i>			<i>\$248.95</i>

**TLO TRANSUNION - ALL DEPARTMENTS** **\$248.95**

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Streets	Dec. 2019 Copy Charge	\$86.64
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$86.64</i>

**TOP OFFICE PRODUCTS - ALL DEPARTMENTS** **\$86.64**

## TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Fire-EMS Operations	Parts for Zoll Mount	\$20.94
<i>TRACTOR SUPPLY CO - Total For Fire-EMS Operations</i>			<i>\$20.94</i>
TRACTOR SUPPLY CO	Hogadon - Operations	Snowblower tubes	\$34.98
<i>TRACTOR SUPPLY CO - Total For Hogadon - Operations</i>			<i>\$34.98</i>
<b>TRACTOR SUPPLY CO - ALL DEPARTMENTS</b>			<b>\$55.92</b>

## TRAFFIC AND PARKING

TRAFFIC AND PARKING	Traffic Control	Blinkersign, Mounting Kit	\$5,400.00
<i>TRAFFIC AND PARKING - Total For Traffic Control</i>			<i>\$5,400.00</i>
<b>TRAFFIC AND PARKING - ALL DEPARTMENTS</b>			<b>\$5,400.00</b>

## TRAVEL GUARD GROUP I

TRAVEL GUARD GROUP I	Police Administration	INSURANCE-SALES & UNDERWRITING	\$30.39
<i>TRAVEL GUARD GROUP I - Total For Police Administration</i>			<i>\$30.39</i>
<b>TRAVEL GUARD GROUP I - ALL DEPARTMENTS</b>			<b>\$30.39</b>

## TREE STUFF.COM

TREE STUFF.COM	Parks - Urban Foetry	Hard Hat	\$294.95
<i>TREE STUFF.COM - Total For Parks - Urban Foetry</i>			<i>\$294.95</i>
<b>TREE STUFF.COM - ALL DEPARTMENTS</b>			<b>\$294.95</b>

## TRETO CONST.

TRETO CONST.	Capital Projects Fund	Midwest Reconstruction Elm to David	104,753.31
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$104,753.31</i>
TRETO CONST.	Sewer Fund - Collection	Midwest Reconstruction Elm to David	\$24,803.74
<i>TRETO CONST. - Total For Sewer Fund - Collection</i>			<i>\$24,803.74</i>
TRETO CONST.	Water	West Casper Waterline- Retainage Acct. 590145	\$6,650.28
<i>TRETO CONST. - Total For Water</i>			<i>\$6,650.28</i>
TRETO CONST.	Water - Distribution	Midwest Reconstruction Elm to David	\$24,803.75
<i>TRETO CONST. - Total For Water - Distribution</i>			<i>\$24,803.75</i>
TRETO CONST.	Water - Tanks	W Casper Zone 2 15-59	\$59,852.50

TRETO CONST. - Total For Water - Tanks \$59,852.50

**TRETO CONST. - ALL DEPARTMENTS \$220,863.58**

### TRI STATE OIL RECLAI

TRI STATE OIL RECLAI Balefill - Diversion & Special Anti Freeze \$98.50

*TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special \$98.50*

**TRI STATE OIL RECLAI - ALL DEPARTMENTS \$98.50**

### TRISHA SORENSEN

TRISHA SORENSEN Balefill - Disposal & Landfill Garage Door Opener Cover \$24.50

*TRISHA SORENSEN - Total For Balefill - Disposal & Landfill \$24.50*

**TRISHA SORENSEN - ALL DEPARTMENTS \$24.50**

### TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ Fleet Maintenance Fund 141420 102579 Repairs \$16,833.20

*TRI-STATE TRUCK & EQ - Total For Fleet Maintenance Fund \$16,833.20*

**TRI-STATE TRUCK & EQ - ALL DEPARTMENTS \$16,833.20**

### TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I Balefill - Disposal & Landfill Tyler Conversion Training \$451.94

TYLER TECHNOLOGIES I Balefill - Disposal & Landfill Tyler Conversion Training \$228.97

TYLER TECHNOLOGIES I Balefill - Disposal & Landfill Tyler Forms Configuration \$120.00

*TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill \$800.91*

TYLER TECHNOLOGIES I Capital Projects Fund Tyler Conversion Training \$7,796.05

TYLER TECHNOLOGIES I Capital Projects Fund Tyler Conversion Training \$3,949.58

TYLER TECHNOLOGIES I Capital Projects Fund Tyler Forms Configuration \$2,070.00

*TYLER TECHNOLOGIES I - Total For Capital Projects Fund \$13,815.63*

TYLER TECHNOLOGIES I Finance Tyler Munis Conference Registration - April 202 \$975.00

*TYLER TECHNOLOGIES I - Total For Finance \$975.00*

TYLER TECHNOLOGIES I Refuse - Residential Tyler Forms Configuration \$180.00

TYLER TECHNOLOGIES I Refuse - Residential Tyler Conversion Training \$343.44

TYLER TECHNOLOGIES I Refuse - Residential Tyler Conversion Training \$677.92

*TYLER TECHNOLOGIES I - Total For Refuse - Residential \$1,201.36*

TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$57.24
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$112.99
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Forms Configuration	\$30.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$200.23</i>
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$286.20
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Forms Configuration	\$150.00
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$564.93
<i>TYLER TECHNOLOGIES I - Total For Sewer Fund - Collection</i>			<i>\$1,001.13</i>
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$629.64
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$1,242.85
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Forms Configuration	\$330.00
<i>TYLER TECHNOLOGIES I - Total For Water - Distribution</i>			<i>\$2,202.49</i>
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$451.95
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$228.96
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Forms Configuration	\$120.00
<i>TYLER TECHNOLOGIES I - Total For WWTP - Operations</i>			<i>\$800.91</i>
<b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>			<b>\$20,997.66</b>

## UBER TRIP

UBER TRIP	Fire-EMS Training	Uber ride while on a trip to pick up Brush 2	\$41.84
<i>UBER TRIP - Total For Fire-EMS Training</i>			<i>\$41.84</i>
<b>UBER TRIP - ALL DEPARTMENTS</b>			<b>\$41.84</b>

## ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Aquatics - Operations	Nitrile Gloves	\$128.07
<i>ULINE SHIP SUPPLIE - Total For Aquatics - Operations</i>			<i>\$128.07</i>
<b>ULINE SHIP SUPPLIE - ALL DEPARTMENTS</b>			<b>\$128.07</b>

## UNIFORM ADVANTAGE

UNIFORM ADVANTAGE	Metro Animal Fund - Admin	UNIFORMS	\$200.37
<i>UNIFORM ADVANTAGE - Total For Metro Animal Fund - Admin</i>			<i>\$200.37</i>
<b>UNIFORM ADVANTAGE - ALL DEPARTMENTS</b>			<b>\$200.37</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Point Blank Velcro Handcuff	\$33.60
UNIFORMS 2 GEAR	Police Administration	Flexforce tactical pant	\$160.08
UNIFORMS 2 GEAR	Police Administration	Softshell WeatherTech Jacket	\$125.38
UNIFORMS 2 GEAR	Police Administration	Softshell Weathertech Jacket	\$114.38
UNIFORMS 2 GEAR	Police Administration	Credit- Flexforce Tactical Pant	(\$160.08)
UNIFORMS 2 GEAR	Police Administration	Credit- 3 Stinger LED	(\$382.23)
UNIFORMS 2 GEAR	Police Administration	Women's Stryke Pant	\$131.96
UNIFORMS 2 GEAR	Police Administration	Misc. Boston Leather	\$35.80
UNIFORMS 2 GEAR	Police Administration	Credit- Duty Belt Blk	(\$50.25)

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*UNIFORMS 2 GEAR - Total For Police Administration* \$8.64

**UNIFORMS 2 GEAR - ALL DEPARTMENTS** **\$8.64**

## UNITED 0162488023

UNITED 0162488023	Police Administration	UNITED AIRLINES	\$467.60
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*UNITED 0162488023 - Total For Police Administration* \$467.60

**UNITED 0162488023 - ALL DEPARTMENTS** **\$467.60**

## UNITED 0162488587

UNITED 0162488587	Police Administration	UNITED AIRLINES	\$324.20
UNITED 0162488587	Police Administration	UNITED AIRLINES	\$274.20

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*UNITED 0162488587 - Total For Police Administration* \$598.40

**UNITED 0162488587 - ALL DEPARTMENTS** **\$598.40**

## UNITED 0162488614

UNITED 0162488614	Police Administration	UNITED AIRLINES	\$778.30
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*UNITED 0162488614 - Total For Police Administration* \$778.30

**UNITED 0162488614 - ALL DEPARTMENTS** **\$778.30**

## UPS 0000008F045W529

UPS 0000008F045W529	Regional Water Operations	Return Padlocks	\$32.37
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*UPS 0000008F045W529 - Total For Regional Water Operations* \$32.37



**UPS 000008F045W529 - ALL DEPARTMENTS****\$32.37****URGENT CARE OF CASPE**

URGENT CARE OF CASPE	Property Insurance Fund	Medical Testing	\$3,822.00
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<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$3,822.00</i>
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**URGENT CARE OF CASPE - ALL DEPARTMENTS****\$3,822.00****USPS PO 5715580945**

USPS PO 5715580945	Human Resources	Certified Mail Postage	\$6.85
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USPS PO 5715580945	Human Resources	Certified Mail postage	\$6.85
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<i>USPS PO 5715580945 - Total For Human Resources</i>			<i>\$13.70</i>
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**USPS PO 5715580945 - ALL DEPARTMENTS****\$13.70****VCN NATRONACOTITLESC**

VCN NATRONACOTITLESC	Fleet Maintenance Fund	3 TITLES	\$47.50
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<i>VCN NATRONACOTITLESC - Total For Fleet Maintenance Fund</i>			<i>\$47.50</i>
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**VCN NATRONACOTITLESC - ALL DEPARTMENTS****\$47.50****VCN WYDOTIFTAIRP**

VCN WYDOTIFTAIRP	Fleet Maintenance Fund	LICENSE PLATE TRANSFERS	\$51.25
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<i>VCN WYDOTIFTAIRP - Total For Fleet Maintenance Fund</i>			<i>\$51.25</i>
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**VCN WYDOTIFTAIRP - ALL DEPARTMENTS****\$51.25****VERIZON WIRELESS**

VERIZON WIRELESS	Balefill - Disposal & Landfill	Jetpack Monthly Service	\$40.01
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<i>VERIZON WIRELESS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$40.01</i>
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VERIZON WIRELESS	Meter Services	Meters Phone Nov 14- Dec 13 2019	\$305.99
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<i>VERIZON WIRELESS - Total For Meter Services</i>			<i>\$305.99</i>
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**VERIZON WIRELESS - ALL DEPARTMENTS****\$346.00****VISION SVC. PLAN**

VISION SVC. PLAN	Health Insurance Fund	November 2019	\$1,070.28
VISION SVC. PLAN	Health Insurance Fund	December 2019	\$1,125.76
<i>VISION SVC. PLAN - Total For Health Insurance Fund</i>			<i>\$2,196.04</i>
<b>VISION SVC. PLAN - ALL DEPARTMENTS</b>			<b>\$2,196.04</b>

### VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Municipal Court	MISCELLANEOUS PUBLISHING & PRINTING	\$21.00
<i>VISTAPR VISTAPRINT.C - Total For Municipal Court</i>			<i>\$21.00</i>
<b>VISTAPR VISTAPRINT.C - ALL DEPARTMENTS</b>			<b>\$21.00</b>

### VZWRLSS IVR VB

VZWRLSS IVR VB	Code Enforcement	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$151.05
<i>VZWRLSS IVR VB - Total For Code Enforcement</i>			<i>\$151.05</i>
VZWRLSS IVR VB	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$124.73
<i>VZWRLSS IVR VB - Total For Public Safety Communications</i>			<i>\$124.73</i>
VZWRLSS IVR VB	WWTP - Operations	Phones	\$145.85
<i>VZWRLSS IVR VB - Total For WWTP - Operations</i>			<i>\$145.85</i>
<b>VZWRLSS IVR VB - ALL DEPARTMENTS</b>			<b>\$421.63</b>

### VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	Cell Phone Bill November	\$2,134.81
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			<i>\$2,134.81</i>
VZWRLSS MY VZ VB P	Golf - Operations	Cellular Service for Ipad use	\$80.02
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$80.02</i>
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$2,214.83</b>

### WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT	Streets	Propane for patching in December	\$9.63
<i>WAGNER'S OUTDOOR OUT - Total For Streets</i>			<i>\$9.63</i>
<b>WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS</b>			<b>\$9.63</b>

### WAL-MART #1617

WAL-MART #1617	Police Administration	GROCERY STORES, SUPERMARKETS	\$11.94
<i>WAL-MART #1617 - Total For Police Administration</i>			<i>\$11.94</i>
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$11.94</b>

## WAL-MART #3778

WAL-MART #3778	Police Administration	GROCERY STORES, SUPERMARKETS	\$15.73
<i>WAL-MART #3778 - Total For Police Administration</i>			<i>\$15.73</i>
<b>WAL-MART #3778 - ALL DEPARTMENTS</b>			<b>\$15.73</b>

## WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Booster Irrigation	\$15.00
<i>WARDWELL WATER &amp; SEW - Total For RWS - Booster Stations</i>			<i>\$15.00</i>
<b>WARDWELL WATER &amp; SEW - ALL DEPARTMENTS</b>			<b>\$15.00</b>

## WASTE OIL FURNACES

WASTE OIL FURNACES	Balefill - Disposal & Landfill	Service/Clean Furnace	\$247.65
<i>WASTE OIL FURNACES - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$247.65</i>
<b>WASTE OIL FURNACES - ALL DEPARTMENTS</b>			<b>\$247.65</b>

## WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	Sewer Fund - Collection	Sunflower lift station cable holders & hanger	\$50.00
<i>WATER TECHNOLOGY GRO - Total For Sewer Fund - Collection</i>			<i>\$50.00</i>
<b>WATER TECHNOLOGY GRO - ALL DEPARTMENTS</b>			<b>\$50.00</b>

## WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Refuse Collection Fund	2019 Solid Waste Asphalt 18-021, Retainage Rel	\$13,253.16
<i>WAYNE COLEMAN CONSTR - Total For Refuse Collection Fund</i>			<i>\$13,253.16</i>
<b>WAYNE COLEMAN CONSTR - ALL DEPARTMENTS</b>			<b>\$13,253.16</b>

## WEAR PARTS INC

WEAR PARTS INC	Sewer Fund - Stormwater	McKinley underpass stormwater grate repair	\$85.64
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WEAR PARTS INC - Total For Sewer Fund - Stormwater \$85.64

**WEAR PARTS INC - ALL DEPARTMENTS \$85.64**

## WEST PLAINS ENGINEER

WEST PLAINS ENGINEER Capital Projects Fund CEC Domestic and Fire Service Replacement \$1,500.00

WEST PLAINS ENGINEER - Total For Capital Projects Fund \$1,500.00

WEST PLAINS ENGINEER Perpetual Care Urban Forestr CEC Fire Alarm 17-073 \$6,600.00

WEST PLAINS ENGINEER Perpetual Care Urban Forestr CEC Arena Floor Lighting 19-014 \$1,000.00

WEST PLAINS ENGINEER - Total For Perpetual Care Urban Forestry \$7,600.00

**WEST PLAINS ENGINEER - ALL DEPARTMENTS \$9,100.00**

## WESTERN STATES FIRE

WESTERN STATES FIRE WWTP - Operations Inspections \$338.00

WESTERN STATES FIRE - Total For WWTP - Operations \$338.00

**WESTERN STATES FIRE - ALL DEPARTMENTS \$338.00**

## WESTERN WATER CONSUL

WESTERN WATER CONSUL Capital Projects Fund Midwest Reconstruction Elm to Walnut 18-066 \$5,916.00

WESTERN WATER CONSUL Capital Projects Fund K Street Improvements 15-51 \$116.00

WESTERN WATER CONSUL Capital Projects Fund Midwest Reconstruction David to Elm \$4,738.02

WESTERN WATER CONSUL - Total For Capital Projects Fund \$10,770.02

WESTERN WATER CONSUL Sewer Fund - Collection Midwest Reconstruction David to Elm \$104.33

WESTERN WATER CONSUL - Total For Sewer Fund - Collection \$104.33

WESTERN WATER CONSUL Water - Distribution Midwest Reconstruction David to Elm \$652.45

WESTERN WATER CONSUL - Total For Water - Distribution \$652.45

**WESTERN WATER CONSUL - ALL DEPARTMENTS \$11,526.80**

## WESTERN WYOMING LOCK

WESTERN WYOMING LOCK Police Administration BUSINESS SERVICES NOT ELSEWHERE CLASSIFI \$55.00

WESTERN WYOMING LOCK - Total For Police Administration \$55.00

**WESTERN WYOMING LOCK - ALL DEPARTMENTS \$55.00**

## WESTSIDE ANIMAL HOSP

WESTSIDE ANIMAL HOSP	Metro Animal Fund - Admin	RABIES VX/AAC	\$198.00
WESTSIDE ANIMAL HOSP	Metro Animal Fund - Admin	RABIES VX	\$18.00
<i>WESTSIDE ANIMAL HOSP - Total For Metro Animal Fund - Admin</i>			<i>\$216.00</i>

**WESTSIDE ANIMAL HOSP - ALL DEPARTMENTS** **\$216.00**

## WM SUPERCENTER

WM SUPERCENTER	Balefill - Baler Processing	ADDRESS LABELS; FLOOR SHIELDS	\$22.76
<i>WM SUPERCENTER - Total For Balefill - Baler Processing</i>			<i>\$22.76</i>
WM SUPERCENTER	Balefill - Disposal & Landfill	MEASURING CUP FOR COCOA/ FOOD FOR SAFE	\$11.09
WM SUPERCENTER	Balefill - Disposal & Landfill	ADDRESS LABELS; FLOOR SHIELDS	\$35.36
<i>WM SUPERCENTER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$46.45</i>

WM SUPERCENTER	Fire-EMS Operations	Binders and Office Supplies	\$41.45
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$41.45</i>

**WM SUPERCENTER - ALL DEPARTMENTS** **\$110.66**

## WORDPRESS ZCG1D5YJPF

WORDPRESS ZCG1D5YJPF	Police Administration	COMPUTER AND DATA PROCESSING SERVICES	\$300.00
<i>WORDPRESS ZCG1D5YJPF - Total For Police Administration</i>			<i>\$300.00</i>

**WORDPRESS ZCG1D5YJPF - ALL DEPARTMENTS** **\$300.00**

## WPSG- INC

WPSG- INC	Fire-EMS Operations	The Fire Store - Boots	\$1,350.64
<i>WPSG- INC - Total For Fire-EMS Operations</i>			<i>\$1,350.64</i>

**WPSG- INC - ALL DEPARTMENTS** **\$1,350.64**

## WY. LAW ENFORCEMENT

WY. LAW ENFORCEMENT	Police Administration	Cook, Romero Wy Peace Officer	\$1,290.00
<i>WY. LAW ENFORCEMENT - Total For Police Administration</i>			<i>\$1,290.00</i>

WY. LAW ENFORCEMENT	Public Safety Communication	Lemm Communications Advanced	\$110.00
<i>WY. LAW ENFORCEMENT - Total For Public Safety Communications</i>			<i>\$110.00</i>

**WY. LAW ENFORCEMENT - ALL DEPARTMENTS** **\$1,400.00**

**WY. MACHINERY CO.**

WY. MACHINERY CO. Fleet Maintenance Fund 070775 REPAIR PINCHED WIRES \$1,235.40

WY. MACHINERY CO. Fleet Maintenance Fund CAT SOFTWARE RENEWAL \$1,200.00

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*WY. MACHINERY CO. - Total For Fleet Maintenance Fund* *\$2,435.40*

**WY. MACHINERY CO. - ALL DEPARTMENTS** **\$2,435.40**

**WY. WATER DEVELOPMEN**

WY. WATER DEVELOPMEN Water - Tanks 1950 acre-feet Water purchase \$9,750.00

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*WY. WATER DEVELOPMEN - Total For Water - Tanks* *\$9,750.00*

**WY. WATER DEVELOPMEN - ALL DEPARTMENTS** **\$9,750.00**

**WYOMING FOOD BANK OF**

WYOMING FOOD BANK OF Capital Projects Fund 2nd Quarter FY20 Funding \$1,250.00

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*WYOMING FOOD BANK OF - Total For Capital Projects Fund* *\$1,250.00*

**WYOMING FOOD BANK OF - ALL DEPARTMENTS** **\$1,250.00**

**WYOMING SAFETY GROUP**

WYOMING SAFETY GROUP Risk Management Safety Consulting \$2,437.50

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*WYOMING SAFETY GROUP - Total For Risk Management* *\$2,437.50*

**WYOMING SAFETY GROUP - ALL DEPARTMENTS** **\$2,437.50**

**WYOMING STATE BAR**

WYOMING STATE BAR Municipal Court MEMBERSHIP ORGANIZATIONS NOT ELSEWHER \$380.00

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*WYOMING STATE BAR - Total For Municipal Court* *\$380.00*

**WYOMING STATE BAR - ALL DEPARTMENTS** **\$380.00**

**WYOMING STEEL & RECY**

WYOMING STEEL & RECY Balefill - Disposal & Landfill Metal for Shelves \$170.94

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*WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill* *\$170.94*

**WYOMING STEEL & RECY - ALL DEPARTMENTS**

**\$170.94**

**WYOMING WORK WAREHOU**

WYOMING WORK WAREHO Police Animal Control MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A \$59.99

*WYOMING WORK WAREHOU - Total For Police Animal Control* \$59.99

**WYOMING WORK WAREHOU - ALL DEPARTMENTS**

**\$59.99**

**CITYWIDE BILLS AND CLAIMS TOTAL**

**\$3,235,876.97**

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

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

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

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





December 24, 2019

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

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

SUBJECT: Establish February 4, 2020, as the Public Hearing Date for a New Microbrewery Liquor License No. 6 for Mountain Hops Brewhouse, LLC d/b/a Mountain Hops Brewhouse, Located at 612 North Beverly Street.

Meeting Type & Date

Regular Council Meeting  
January 21, 2020

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish February 4, 2020 as the Public Hearing date for a new microbrewery liquor license No. 6 for Mountain Hops Brewhouse, LLC d/b/a Mountain Hops Brewhouse, located at 612 North Beverly Street.

Summary

An application has been received requesting a new microbrewery liquor license No. 6 for Mountain Hops Brewhouse, LLC d/b/a Mountain Hops Brewhouse, located at 612 North Beverly Street. If approved, this license could be effective in the new liquor license period starting April 1, 2020. However, this building is undergoing renovations that are not scheduled to be complete until May of 2020, and then the license cannot be issued until the health license and the brewer's license are obtained.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
None

January 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

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 the Ihli Addition to the City of Casper complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, January 21, 2020

Action Type:

Resolution with public hearing

Recommendation:

That Council, by resolution, find that the annexation of the Ihli Addition complies with W.S. §15-1-402.

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.

Application has been made for an annexation, plat and zoning to create the Ihli Addition to the City of Casper. The subject property is approximately two (2) acres in size, undeveloped, and is located at 3503 Casper Mountain Road. The proposed plat is creating two (2), one-acre lots, and the requested zoning of the property is R-2 (One Unit Residential). Surrounding zoning in the area includes PUD (Planned Unit Development) to the north and east; R-4 (High Density Residential) to the west; and unincorporated County land immediately to the south. Land uses in the surrounding area are primarily single-family residential, with a few small professional offices to the south. The applicant's future plans for the development of the property are unknown. The subject area is located within the City of Casper's Urban Growth Boundary, and is therefore; appropriate for annexation, and the provision of City services.

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, will be made available to the property owners.

2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or manmade 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.
5. The City does not operate its own electric utility. Rocky Mountain Power Company 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. An 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. 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

# Annexation Creating "Ihli Addition"



**IHLI ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 21<sup>st</sup> 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. Troy Ihli, 5920 South Walnut Street, Casper, Wyoming 82601 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex two (2) acres, more or less, and to plat said property as the Ihli Addition to the City of Casper.
- C. A plat of Ihli Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper; and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

**2.1 Surveying:**

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and

the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of

the construction plans by the Public Services Director is required before a building permit will be issued by the City.

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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



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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

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

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

than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. At such time as directed by the City, owner shall construct curb, gutter and sidewalk along the frontage of the Ihli Addition along Casper Mountain Road, or in the alternative, pay the City the then-current cost of constructing said 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:

Troy Ihli  
5920 South Walnut Street  
Casper, Wyoming 82601

City of Casper  
Attn: Community Development Director  
200 North David  
Casper, WY 82601  
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final

payment, completion and acceptance of the services and termination or completion of the Agreement.

- i. 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

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Fleur D. Tremel  
City Clerk


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Steven K. Freel  
Mayor

WITNESS:

OWNER  
Troy Ihli

By: 

By: 

Printed Name: Brad Holwegner

Printed Name: Troy Ihli

Title: Project Manager

Title: Owner

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]





# Ihli Addition Annexation

## 2019 ANNEXATION REPORT

December, 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**

Application has been made for an annexation, plat and zoning to create the Ihli Addition to the City of Casper. The subject property is approximately two (2) acres in size, undeveloped, and is located at 3503 Casper Mountain Road. The proposed plat is creating two (2), one-acre lots, and the requested zoning of the property is R-2 (One Unit Residential). The applicant's future plans for the property are to construct two (2) single-family homes. The subject area is located within the City of Casper's Urban Growth Boundary, and is therefore; appropriate for annexation, and the provision of City services.

## **DEVELOPMENT COSTS**

There will not be any City-borne infrastructure development costs as a result of this annexation. The property is accessed via Casper Mountain Road, which is a State owned and maintained highway. If and when Casper Mountain Road becomes a City street in the future, it will need improvements such as curb, gutter, and sidewalks in order to meet City public street standards. At that time, the owners of the subject property will be required to participate in the cost to construct those improvements on a proportionate basis, as outlined in the Subdivision Agreement.

## **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.
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/maintenance 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 two (2) new single-family residences that will eventually occupy the annexed properties, the total estimated cost would be \$1,380 (*2 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 five (5) persons would comprise a 0.009% 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 \$1,394 per year (*\$15,490,691 x 0.00009*) 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 two (2) new single-family residences that will eventually occupy the annexed properties, the total estimated cost would be \$826 ( $2$  properties  $\times$  \$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 five (5) persons would comprise a 0.009% 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 \$835 per year ( $\$9,278,947 \times 0.00009$ ).

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 two (2) new single-family residences that will eventually occupy the annexed properties, the total estimated cost would be \$342 ( $2$  properties  $\times$  \$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 five (5) persons would comprise a 0.009% 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 \$345 per year ( $\$3,831,942 \times 0.00009$ ).

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 Casper Mountain Road 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, ongoing maintenance costs can be expected. 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. A water main exists in proximity to the property, which the applicant will be able to connect to. There are no public sewer mains located within three hundred (300) feet; therefore, septic systems for the two lots will be permitted.

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.

## **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 two (2) new single-family residences that will eventually occupy the annexed properties, the total estimated cost would be \$180 (*2 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 five (5) persons would comprise a 0.009% 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 \$182 per year (*\$2,026,527 x 0.00009*).

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 two (2) new single-family residences that will eventually occupy the annexed properties, the total estimated cost would be \$150 (*2 properties x \$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 five (5) persons would comprise a 0.009% 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 \$151 per year (*\$1,676,978 x 0.00009*).

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 two (2) new single-family residences that will eventually occupy the annexed properties, the total estimated cost would be \$72 (*2 properties x \$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 five (5) persons would comprise a 0.009% 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 \$73 per year (*\$815,871 x 0.00009*).

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 two (2) new single-family residences that will eventually occupy the annexed properties, the total estimated cost would be \$146 (*2 properties x \$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 five (5) persons would comprise a 0.009% 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 \$147 per year (*\$1,632,312 x 0.00009*).

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. The nearest bus stop is located at the north end of the Casper College Campus.

### **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 two (2) 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	\$1,380	\$1,394
Fire	\$826	\$835
Streets/Traffic	\$342	\$345
Parks	\$180	\$182
Community Development	\$150	\$151
Engineering	\$72	\$73
Transit	\$146	\$147

Total Yearly Cost	\$3,096	\$3,127
Total 20-Year Cost	\$61,920	\$62,540

### Summary of Yearly Revenues

Source of Revenue	Estimated Amount
Sales Tax	\$2,830
Property Tax	\$456
Building Permits <i>(one time)</i>	\$5,000 <i>(one time only)</i>

Total Yearly Revenue	\$3,286
Total 20-Year Revenue	\$65,720

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### Summary of City-Borne Capital Costs

Description	Estimated Cost
Street Improvements (Immediate Cost)	\$0 <i>(State Highway)</i>
Curb, Gutter, Sidewalk (Eventual Cost)	Unknown
Street Maintenance (Immediate Cost)	\$0 <i>(State Highway)</i>
Street Maintenance (Eventual Cost)	Unknown
Sewer Main Extension (Eventual Cost)	Unknown

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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. APPLICATION FOR ANNEXATION
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. ANNEXATION EXHIBIT – PLAT
4. 2018 MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.

**CERTIFICATION OF PETITION FOR ANNEXATION**


I, Fleur D. Tremel, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Ihli Addition substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
  - a. A legal description of the area sought to be annexed;
  - b. A request that the described territory be annexed;
  - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
  - d. A map of the area.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

  
\_\_\_\_\_

Fleur D. Tremel  
City Clerk

9/17/19  
Date



# City of Casper Planning Division

## Petition for Annexation Application

### PETITIONER'S INFORMATION:

NAME: TROY IHLI  
ADDRESS: 5920 S. WALNUT ST., CASPER, WY 82601  
TELEPHONE: 797-1330 EMAIL: IHLIFLOORS@LIVE.COM

### HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: IHLI ADDITION  
ADDRESS: 3503 CASPER MOUNTAIN ROAD, CASPER, WY  
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): PORTION OF THE SE1/4NW1/4, SECTION 21, T.33N., R.79W., NATRONA COUNTY, WY.

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 2.00 ACRES

NUMBER OF LOTS AND BLOCKS: 2 LOTS

PRESENT ZONING: COUNTY - UR PROPOSED ZONING: \_\_\_\_\_

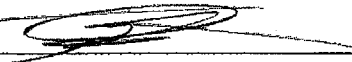
PRESENT LAND USE: VACANT

PROPOSED LAND USE: RESIDENTIAL

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT:  YES  NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse). NO

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.  
The following owner's signature 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 OF PROPERTY OWNER: \_\_\_\_\_

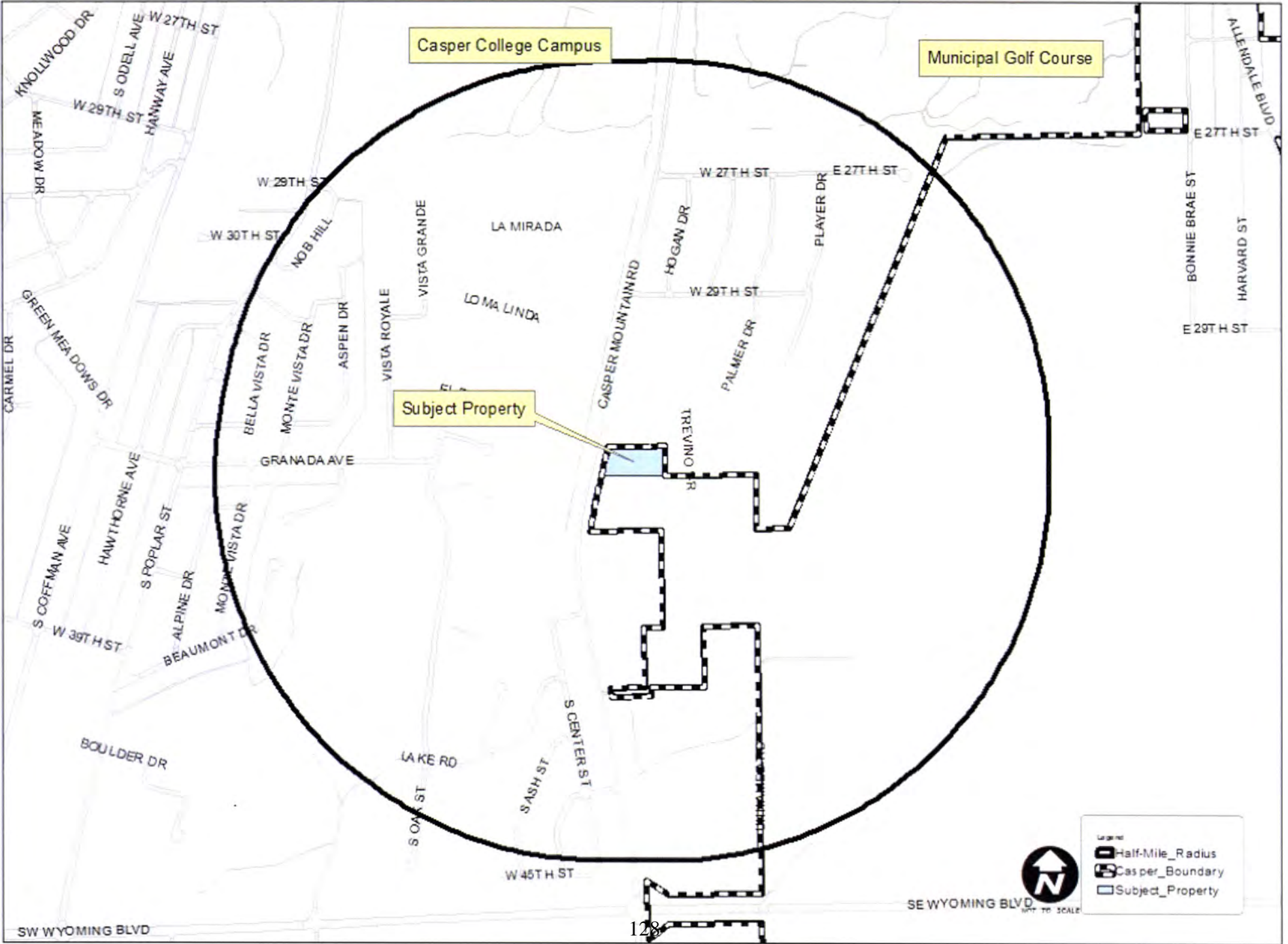
DATE: 7-17-19

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

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- Other Fees May Apply, i.e., Plat, Zone Change etc.
  - COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - \$1,000 APPLICATION FEE & PROOF OF OWNERSHIP
  - ANNEXATION MAP/PLAT

FOR OFFICE USE ONLY:  
DATE SUBMITTED:  
**SEP 13 2019**  
REC'D BY: 

# Annexation Creating "Ihli Addition"





PLAT OF  
**"IHLI ADDITION"**  
 A SUBDIVISION OF A PORTION OF  
 THE SE1/4NW1/4, SECTION 21  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 SCALE: 1"=40'

**CERTIFICATE OF DEDICATION**

Troy B. Ihlh hereby certifies that he is the owner and proprietor of the foregoing subdivision located in and being a portion of the SE1/4NW1/4, Section 21, 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 the southwest corner of Tract E, The Back Nine, an Addition to the City of Casper, Wyoming and a point in the easterly line of Casper Mountain Road; thence from said Point of Beginning and along the northerly line of said Parcel and the southerly line of said Tract E, The Back Nine, N89°42'25"E., 392.25 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel and the westerly line of said Tract E, The Back Nine, S07°33'E., 208.47 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, S89°43'29"W., 441.99 feet to the southwest corner of said Parcel and a point in and intersection with the easterly line of said Casper Mountain Road; thence along the westerly line of said Parcel and the easterly line of said Casper Mountain Road, N13°06'17"E., 214.17 feet to the Point of Beginning and containing 2.00 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 owner and proprietor; the name of said subdivision shall be known as "IHLI ADDITION" and all streets as shown hereon have been previously dedicated to the public and utility easements as shown hereon are hereby reserved for the purposes of access, construction, operation and maintenance of utility lines, conduits, ditches and drainage.

Troy Ihlh  
 5920 S. Walnut St.  
 Casper, WY 82601

Troy Ihlh, Owner

**ACKNOWLEDGMENT**

State of Wyoming, ss  
 County of Natrona)

The foregoing instrument was acknowledged before me by Troy Ihlh, Owner 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:

City Clerk

Mayor

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City Engineer

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City Surveyor

**CERTIFICATE OF SURVEYOR**

I, Steven J. Granger, a registered professional land surveyor, License No. 15092, do hereby certify that this plat was made from notes taken during an actual survey made by me or others under my direct supervision during the month of July, 2019 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey. The perimeter boundary and lot corners are monumented as of the date of this survey.



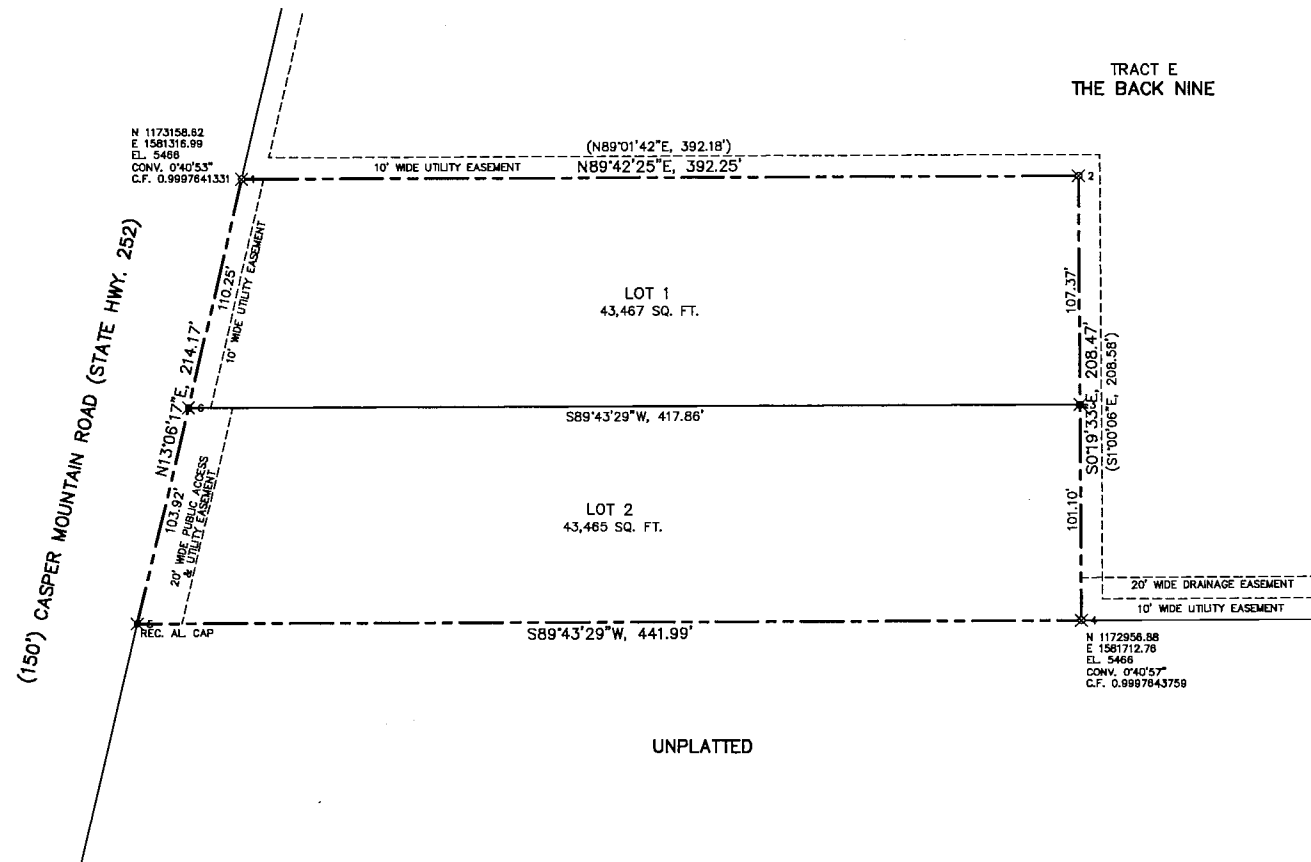
State of Wyoming )  
 County of Natrona ) ss

The foregoing instrument was acknowledged before me by Steven J. Granger this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

Notary Public

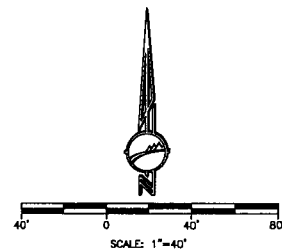


UNPLATTED

**LEGEND**

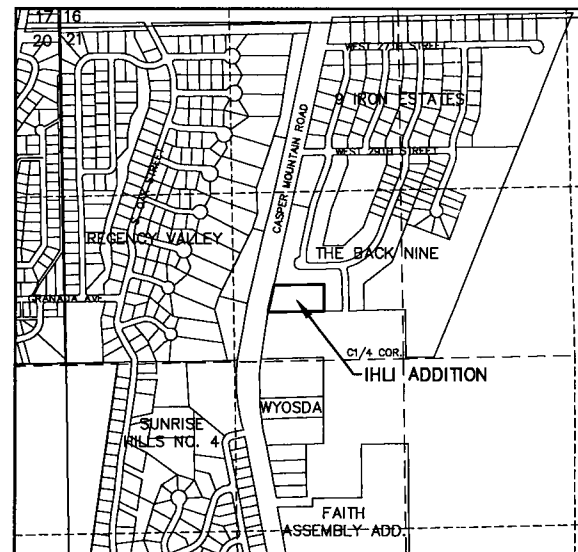
- RECOVERED BRASS CAP
- SET BRASS CAP
- SET 5/8" REBAR W/AL. CAP

----- SUBDIVISION BOUNDARY  
 ----- EASEMENT  
 N.64°32'30"E., 469.86' MEASURED BEARING & DISTANCE  
 (N89°01'42"E, 392.18') RECORD BEARING & DISTANCE



PLAT CLOSURE RATIO; EXCEEDS 1:152,124

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.  
 ELEVATIONS ARE FOR REFERENCE ONLY AND NOT FOR USE AS A BENCHMARK



LOCATION & VICINITY MAP  
 SCALE: 1"=600'



ENGINEERING & SURVEYING  
 200 PRONGHORN, CASPER, WY. 82601  
 W.O. NO.: 16846 DATE: 7-10-19 FILE NAME: IHLI ADDITION 16846

**2018 TAX LEVIES NATRONA COUNTY  
TAXING DISTRICTS**

DISTRICT DIST #	CASPER							
	CASPER 150	EDGERTON 151	EVANSVILLE 152	MIDWEST 153	MILLS 154	BAR NUNN 155	MOUNTAIN 121	S D #1 120
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
School District #1	<b>-----</b>							
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
<b>TOTAL SCHOOL DISTRICT</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>
Community College	<b>-----</b>							
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
<b>TOTAL COMMUNITY COLLEGE</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>
Natrona County	<b>-----</b>							
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
<b>TOTAL NATRONA COUNTY</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>
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
<b>TOTAL LEVY FOR DISTRICT</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>67.890</b>	<b>67.890</b>

**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 & 5	
COUNTY WEED & PEST	1.000	0171 SIX MILE DRAW	
MUNICIPAL LEVIES	8.000	0172 HORSE RANCH ACRES I & 5	
COUNTY FIRE PROTECTION	3.000	0173 CATTLE TRAIL ACRES I & 5	
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 1<sup>st</sup> Street, Suite C-95  
Casper, WY 82601

RESOLUTION NO. 20-14

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF THE IHLI ADDITION TO THE CITY OF CASPER, LOCATED IN A PORTION OF THE SE1/4NW1/4, SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6<sup>TH</sup> P.M., NATRONA COUNTY, WYOMING

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 set for hearing before 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 above-described property is eligible for annexation.

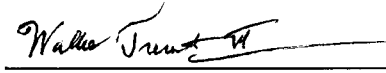
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

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, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to 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.

5. The City does not operate its own electric utility. Rocky Mountain Power Company 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. An 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

Previously (incorrectly) numbered as Ordinance No. 36-19

ORDINANCE NO. 37-19

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)

WHEREAS, Troy Ihli has applied to annex and plat a 2.0-acre parcel located at 3503 Casper Mountain Road to create the Ihli Addition to the City of Casper, in a portion of the SE1/4NW1/4, Section 21, Township 33 North, Range 79 West, 6<sup>th</sup> P.M., Natrona County Wyoming; and,

WHEREAS, Mr. Ihli has applied for R-2 (One Unit Residential) zoning of said Ihli Addition; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Ihli Addition, and the zoning of the same as R-2 (One Unit Residential) following a public hearing on October 17, 2019.

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

SECTION 1:

The annexation of a 2.0-acre parcel located at 3503 Casper Mountain Road, as described above, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat of the Ihli Addition to the City of Casper is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Troy Ihli is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

**SECTION 4:**

The Ihli Addition is hereby zoned R-2 (One Unit Residential).

**SECTION 5:**

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

**SECTION 6:**

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

PASSED on 1st reading the 3<sup>rd</sup> day of December, 2019.

PASSED on 2nd reading the 17<sup>th</sup> day of December, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020 .

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

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.

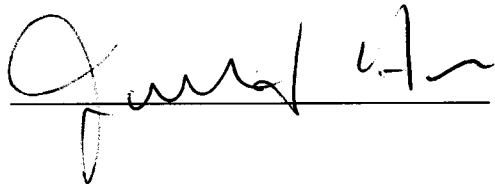
This Ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1<sup>st</sup> reading the 7<sup>th</sup> day of January 2020.

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

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

APPROVED AS TO FORM:



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))

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 7<sup>th</sup> day of January, 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:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

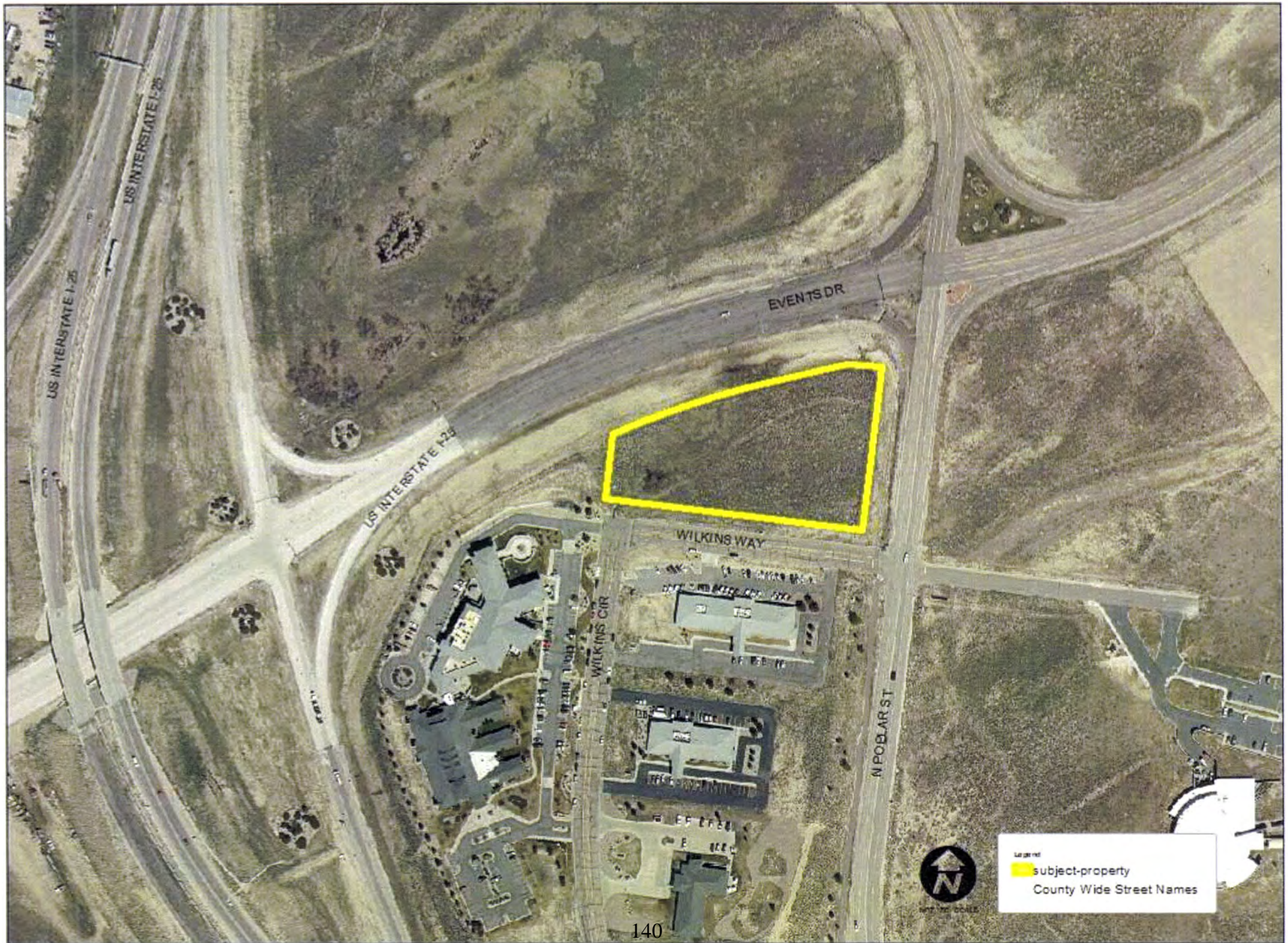
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Fleur D. Tremel  
City Clerk

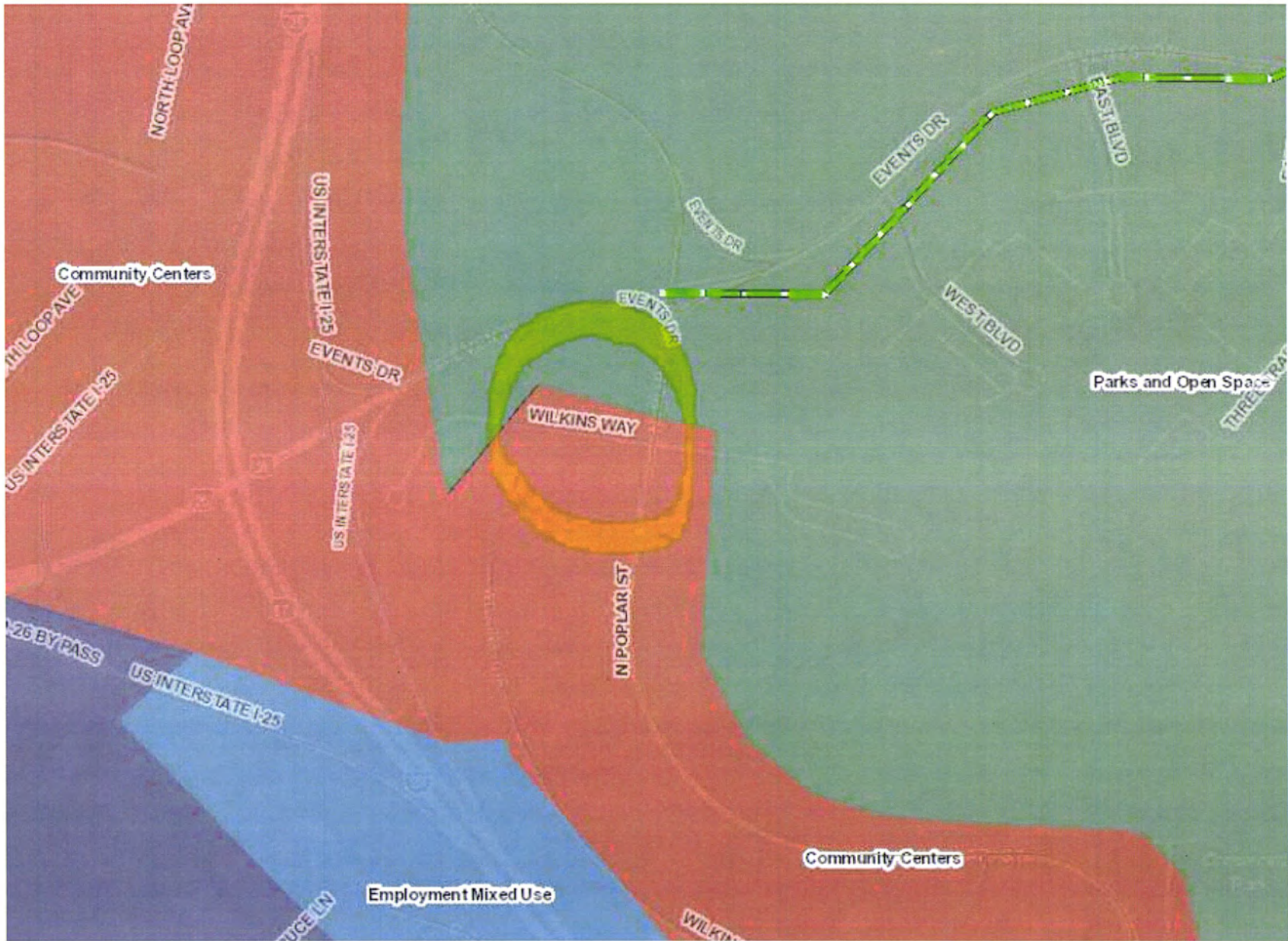
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Steven K. Freel  
Mayor

# Wilkins Rezone







## 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 1<sup>st</sup> reading the 7<sup>th</sup> day of January, 2020.**

**PASSED on 2<sup>nd</sup> reading the \_\_\_ day of \_\_\_\_\_, 2020.**

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



APPROVED AS TO FORM

*Wally Trout*

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ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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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

December 26, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Keith McPheeters, Chief of Police *KMP 307*  
SUBJECT Authorize the Contract for Purchase and Installation of Equipment in Police Vehicles, from Communication Technologies, Inc., in the Amount of Twenty Eight Thousand, Forty Five Dollars and Seventy Five Cents (\$28,045.75)

Meeting Type and Date:

Council Meeting  
January 21, 2020

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize the contract for purchase and installation of equipment in Police vehicles, from Communication Technologies, Inc. in the amount of twenty eight thousand, forty five dollars and seventy five cents (\$28,045.75).

Summary:

Five (5) new Police vehicles were recently purchased in accordance with the Police Department's fleet replacement schedule. These vehicles require upgrade and installation of emergency response lighting, communications and power accessories equipment to match the existing police fleet equipment package. The agreement provides for a sole source purchase and installation by ComTech. ComTech is the only locally qualified service and installation company with the ability to provide such service. ComTech represents that it is ready, willing, and able to provide the equipment and professional services to the City as required.

Financial Considerations:

Funding for this purchase will come from Police Fleet light equipment line item.

Oversight/Project Responsibility:

Scott Hoffman, Police Technology Manager  
Taylor Gilbert, Police Fleet Coordinator

Attachments:

Contract for Professional Services  
Resolution

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 21<sup>st</sup> day of January, 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming 82644 ("Consultant").

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

### RECITALS

A. The City is undertaking a project to purchase new police lighting equipment for fleet vehicles that must be equipped for use as marked Police Units.

B. The project requires professional services for the installation and maintenance of the required equipment to match the existing fleet.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project: provide, install and test all items set forth in Attachment A, and warranty information set forth in Attachment B, which are hereby made a part of this contract, in police vehicles.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 04 day of February, 2020

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty Eight Thousand, Forty Five Dollars and Seventy Five cents (\$28,045.75).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
Communication Technologies, Inc.

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

By: CPA

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

Printed Name: Greg Post

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

Title: Vice President

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant'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. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

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.

E. Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# ATTACHMENT A

## Communication Technologies Inc

1900 Elk Street, Rock Springs WY 82901 Phone: 307-382-5663 Fax: 307-382-7323  
 204 Tulip, Lander WY 82520 Phone: 307-332-6425  
 189 Progress Circle Mills, Wy. 82644 Phone: 307-232-8870 Fax: 307-265-6578

**Date:** 11/14/19

**Customer Name:** Casper Police Department  
**Contact Name:** Taylor Gilbert/Scott Hoffman  
**Address:**  
**City:** **State:**  
**Phone:** **Fax:**

**Quote No.** 2019 SUV

Product/Service Name	Quantity	Price	Total
7170-0734-04 KIT - UTILITY 2020+ CUP HOLDER, ARMREST, MONGOOSE SUV	2	\$674.22	\$1,348.44
7160-0821 CLOSE-TO-DASH, UTILITY	2	\$211.15	\$422.30
7160-1015 9.50" ADAPTER BRACKET	2	\$31.55	\$63.10
7120-0799 HARDWARE BAG - 3 3/4" ARM FORCLOSE-TO-DASH MOUNTS	2	\$16.45	\$32.90
7160-0857 LOW PROFILE QUICK RELEASEKEYBOARD TRAY	2	\$110.40	\$220.80
7160-0063 CIGARETTE LIGHTER ADAPTER KIT	4	\$19.05	\$76.20
15371 DUAL USB PORT	2	\$61.45	\$122.90
7160-0332 POCKET - 3-IN DEEP, CONSOLE BOX	2	\$31.55	\$63.10
7160-0321 FACEPLATE, FULL, MOTOROLA XTL2500 & 5000 RADIO HEAD	2	\$0.00	\$0.00
3130-0156 PANEL - 4" BLANK	2	\$0.00	\$0.00
Equipment Storage Box for Electronics Item #7160-1048 Gamber Johnson	2	\$386.40	\$772.80
7160-0339 FACEPLATE - FULLWHELEN CENCOM/ SOUNDOFF 380	2	\$0.00	\$0.00

EMPLBSS148 48"/123cm 10-16 Volt MPOWER LED LIGHTBAR/D08//D08//D12  D12  D12  D12  T18  D12  D12  D12  D12\D08\D08VR_W//R_W/R_W  R_W  R_W  R_W  RBW  B_W  B_W  B_W  B_W  \B_W\B_W  D08    SILVER   O  D08   R_W    CLEAR   O  B_W  \D08\D08\  D12  D12  D12  D12  T18  D12  D12  D12  D12  /D08//D08/R_W/R_W/R_A  R_A  R_A  R_A  RBA  B_A   B_A  B_A   B_A/B_W/B_W/	2	\$2,493.75	\$4,987.50
ENT2B3D Mirror LED Red/White	2	\$186.25	\$372.50
ENT2B3E Mirror LED Blue /White	2	\$186.25	\$372.50
ELUC3H010R Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens#1 (Extreme Angle) & Inline Flasher – Single Color Red Tail Lights	2	\$83.15	\$166.30
ELUC3H010B Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Single Color Blue Tail lights	2	\$83.25	\$166.50
EMPS2QMS... mpower™ 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tri Color - Red/Blue/White Grill and Lic Plate	6	\$136.62	\$819.72
WEI-003 Single Mount Systems for AR15 Universal Lock	2	\$359.37	\$718.74
12-VS Rear Compartment with Stationary Vinyl Coated Expanded Metal Screen Window PK01231TU202ND	2	\$449.00	\$898.00
Prisoner Transport...Full Rear Transport Seat for SUV - Center Pull Seat Belt Standard QK06341TU20	2	\$882.75	\$1,765.50
10-VS-XL-C2 XL Partition w/Uncoated Slotted Clear Polycarbonate Sliding Window PK02281TU20	2	\$953.40	\$1,906.80
Door Panels Setina Door Panels (Set) DK05981TU20	2	\$161.87	\$323.74
Window Barrier WK00461TU20	2	\$161.87	\$323.74
Flashback 100% Solid State	2	\$48.15	\$96.30
1EZ99 14 Pin relay - 12v 10Amp	2	\$46.25	\$92.50
ENGCC01243 bluePRINT 3 Central Controller Version 3- Requiresblueprint 3 app	2	\$384.37	\$768.74
ENGCP18001 Control Panel	2	\$171.87	\$343.74
ENGHNC01 Central Harness Kit	2	\$43.75	\$87.50
ENGSA07141 Blue Print 100W Siren w/High Outputs	2	\$321.87	\$643.74
ENGND04101 Remote Node	2	\$215.65	\$431.30
ENGHNC02 Remote Harness Kit	2	\$40.65	\$81.30
DRCS100 100 Watt Compact Speaker w/Universal Mounting Bracket	2	\$185.00	\$370.00

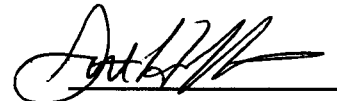


Custom Wire Harness	2	\$225.00	\$450.00
VIP Cable	2	\$33.00	\$66.00
90942 Coax	2	\$19.00	\$38.00
Pre Wire for Secondary Battery	2	\$45.00	\$90.00
HKN4021 Antenna Kit	2	\$60.00	\$120.00
8001 Battery Seperator	2	\$160.00	\$320.00
CW0411 400 Series Compartment Light	2	\$103.00	\$206.00
UTL6-RB Mega Thin Red/Blue	2	\$110.00	\$220.00
Mag Mic	2	\$35.00	\$70.00
QMA Connectors	6	\$19.75	\$118.50
Breakers	6	\$54.00	\$324.00
361057 Bosch Relay	2	\$12.00	\$24.00
46096 Power Fuse Module	2	\$20.00	\$40.00
Installation of all New and Customer Provided Equipment for the 2020 Ford Police Interceptor	2	\$3,000.00	\$6,000.00
Installation Materials	2	\$250.00	\$500.00
Freight (Estimated)	1	\$600.00	\$600.00
Estimate is Good for 60 Days		Sub Total	\$28,045.70
		Discount	
		Taxes	
		<b>Total</b>	<b>\$28,045.70</b>

Prepared by: Lori Kline  
Communication Technologies

Approval Date:

Approved By:





Rock Springs, WY    Millis, WY    Lander, WY  
307-382-5663    307-232-8870    307-332-6425  
[www.comtechradio.com](http://www.comtechradio.com)

Please find the ComTech Warranty listed below:

We warranty all work for no less than thirty days after completion. In a case where obvious workmanship was unsatisfactory after the 30 day window, we will address the issue under warranty. We do not warranty labor to replace manufacturer defects in any electronic/mechanical devices. If any issues arises where the City of Casper believes ComTech should be held liable for repairs under warranty, you may contact us and make special considerations on a case by case basis.

Yours Truly

Jim Salazar

Shop Manager

Communication Technologies Inc.

A handwritten signature in black ink, which appears to read "Jim Salazar", is written over a solid horizontal line.

RESOLUTION NO. 20-15

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH COMMUNICATION TECHNOLOGIES, INC., FOR THE INSTALLATION OF POLICE VEHICLE RESPONSE LIGHTING, COMMUNICATIONS AND POWER ACCESSORIES EQUIPMENT.

WHEREAS, the City of Casper Police Department has purchased new police vehicles; and,

WHEREAS, the Casper Police Department needs to purchase and install lighting equipment, power accessories, and components in the new vehicles (together, the "equipment"); and,

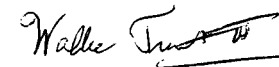
WHEREAS, the City of Casper wants to enter into a professional services contract with Communication Technologies, Inc., to provide, install and test the equipment; and,

WHEREAS, Communication Technologies, Inc., is able 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, a professional services contract with Communication Technologies, Inc., for the purchase, installation and testing of equipment for police vehicles.

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 20, 2019

MEMO TO: J. Carter Napier, City Manager   
FROM: Andrew Beamer, P.E., Public Services Director   
SUBJECT: Authorizing Creation of Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements

Meeting Type & Date:

January 21, 2020

Council Meeting

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize the creation of Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements.

Summary:

A property owner at the intersection of Arrowhead Road and Jade Avenue has requested that the City create a Local Assessment District (LAD) to, in essence, make a street improvement that was to have been made decades ago. The area was originally platted in the 1970's, with the requirement that the developer construct all street improvements. For the most part, these improvements were constructed with the exception of the intersection of Arrowhead Road and Jade Avenue which remains gravel.

As the developer of the subdivision is no longer viable, the burden to make the improvements now lies with the adjacent property owners. The City of Casper Engineering Division has estimated the cost to make these improvements to be close to \$220,000. This cost includes an engineering consultant to design and provide construction administration services, as well as the cost for a contractor to construct the improvements. The property owner is requesting that the City provide in-house engineering and construction services, and that the property owners only be liable for actual out-of-pocket expenses. The property owner is also requesting that the LAD be established so that the assessments are spread out over ten (10) equal annual installments at the interest rate of three percent (3%). If Council agrees to this proposal, the Engineering Division estimates the out-of-pocket expenses to be approximately \$72,220.

Wyoming Statutes (W.S.) govern the process for a city to follow to create a local improvement district. A city has the authority to provide for the making and maintenance of local improvements and to levy and collect a special assessment on the property specially benefited to pay all or part of the cost of the improvement. Casper Municipal Code refers to the local improvement process as "Local Assessment Districts (LADs)."

General Powers and Duties Overview:

The Casper City Council (Council) may order any improvement and determine its character, kind and extent. If the improvement is paving, it shall designate the kinds of pavement to be used. It shall provide for the maintenance of an improvement for a specified period not to exceed five (5) years and include the cost of that maintenance in the assessment for making the improvements. Council shall levy and collect an assessment upon all lots, parts of lots, and parcels of land, specially benefitted by the improvements, to defray all or any part of the cost and expense, and to determine which lots, parts of lots, and parcels of land are specially benefitted by the improvements and the amount each is benefitted.

Process

**Resolution of Intention to Create an LAD** – W.S. §§ 15-6-201 through 15-6-202. Any improvement may be initiated directly by Council by resolution declaring its intention to make improvements

**Notice by Publication and Mailing** - W.S. § 15-6-202(d) and (e). Fifteen (15) days prior to the public hearing, the resolution must be published at least once in the newspaper.

In addition to the publication, a copy of the resolution of intention shall be mailed, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of record of the property within the proposed district.

**Objections and Authority to Act** – W.S. §§ 15-6-203 & 204.

- Owners have fifteen (15) days from the publication to file with the city clerk their written objections to the proposed improvement.
- If protests are filed by the legal owners of record of more than one-half (1/2) of the area of the property subject to assessment, the proposed improvements within that district will usually be abandoned. However, W.S. §15-6-205 provides for an exception if the improvement proposed is to a street and not more than two (2) blocks remain unimproved in the street between improvements already made or proposed to be made; in such event, “the governing body on its own motion may cause the intervening or unimproved part to be improved. The improvement of that part shall not be stayed, defeated or prevented by any remonstrance or other objection, unless the governing body considers the remonstrance or objection proper to stay or prevent the improvement.”

**Public Hearing & Ordinance Ordering Improvement** – W.S. § 15-6-206. Upon the hearing of the resolution of intention, if Council decides to proceed with the improvement, it shall pass an ordinance. After Council passes the ordinance, the City Engineer shall prepare and file with the city clerk plans and specifications which shall show in detail the work to be done, the quantities of material to be handled, and the estimated cost of the improvements. Council shall approve the plans and specifications by motion or resolution.

The improvements may be made under contract, or as a part of a contract, publicly let by the city in the manner provided in this section and W.S. § 15-6-302 (Bidding Requirements), or the city

may make the improvements with its own equipment, labor and materials, without contract, or any combination of methods may be followed.

Financial Consideration

Because the City would be providing the labor and heavy equipment and the potential cost to the City is estimated to be approximately \$95,000 in wages and depreciation, the owners would contribute approximately \$18,055 each, thus the cost of the project, without profit, is estimated at approximately \$167,220.

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Attachments

Resolution

RESOLUTION NO. 20-16

A RESOLUTION DECLARING THE INTENT OF THE CITY OF CASPER, WYOMING, TO CREATE A LOCAL ASSESSMENT DISTRICT NO. 157 IN SAID CITY; TO AUTHORIZE THE CONSTRUCTION OF LOCAL IMPROVEMENTS THEREIN; AND TO ASSESS THE COST OR PORTION THEREOF ON THE PROPERTY BENEFITTED THEREBY.

WHEREAS, the City Council of the City of Casper, herein called the "Council" and the "City" respectively, has determined and does hereby determine to establish a local assessment district for the purpose of causing to be constructed therein certain local improvements hereinafter described; and,

WHEREAS, the Council will hold one hearing for the purpose of hearing objections to said improvements.

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

Section 1. Declaration of Intention to Make Improvements.

The Council does hereby declare its intention to make certain local improvements consisting of asphaltic concrete pavement, combined curb, gutter, and sidewalk (hereinafter called "curbwalk"), valley gutters, and work incidental thereto, on the streets and intersections hereinafter designated and to assess the cost thereof on the property benefitted thereby and included within the proposed local assessment district herein described.

Section 2. Name of District; Combination of Improvements.

The Council has determined and does hereby determine that:

- A. The local assessment district herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 157" (herein called the "District");
- B. More than one improvement shall be combined in the District as the combination of improvements hereafter described is both efficient and economical; and,
- C. As certain improvements are separate and distinct by reason of a substantial difference in character, location, method of assessment, and otherwise, the estimated costs thereof shall be segregated for the levy of assessments and an equitable share of the incidental costs shall be allocated to each improvement. For this purpose, the following improvements are hereby recognized as separate and distinct.
  1. Asphaltic concrete pavement, curbwalk, and valley gutters.

Section 3. Location of Curbwalk, and Valley Gutter Improvements.

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

LOCATION OF STREET PAVING, CURBWALK, AND VALLEY GUTTER IMPROVEMENTS

	<u>STREET</u>	<u>WIDTH</u>	<u>PROPOSED IMPROVEMENT</u>
1.	Arrowhead Road	36.0'	Asphaltic Concrete Pavement
2.	Jade Avenue	36.0'	Asphaltic Concrete Pavement

The width in feet of said streets, hereinabove set forth, is measured from the edge of the blacktop to the edge of the blacktop on each side.

Section 4. Description of Paving Improvements.

The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:

- A. All streets as denoted in Section 3 shall include installation of a sub-base aggregate base course, a plant mix bituminous base, tack coat, and a plant mix pavement surface course, in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Description of Curbwalk and Valley Gutter Improvements.

- A. Curbwalk and valley gutter improvements shall consist of Portland Cement concrete in accordance with approved City Standards. The construction of curbwalk and valley gutter shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 6. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Jimsville Addition	Lot 22, Block B;
Divide Addition	Lots 1, Block C; Lot 9, Block D;
E D C Addition	Block A, excluding 135 square foot parcel in northwest corner



### Section 7. Determination of Benefits.

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

### Section 8. Method of Assessment.

- A. Curbwalk, Valley Gutters, and Paving Improvements. Each piece of property abutting on the street in or along which the improvements are to be made shall be assessed by the following method:
  - 1. Each property shall be assessed on a lineal foot basis so that the total assessment on each piece of property shall be in proportion to the total abutting lineal footage of the property to be assessed for the same improvement.
- B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

### Section 9. Estimated Costs.

The City of Casper has agreed to design the improvements in-house. With the exception of the installation of curbwalk, city crews will construct the remainder of the improvements. The properties will be assessed the full cost for a contractor to install the curbwalk and only the material cost for the remainder of the improvements.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

- 1. The estimated contract price for installation of curbwalk is \$ 37,500.
- 2. The estimated material cost of the remainder of the improvements is \$ 34,720.
- 3. The estimated total cost of the total improvement project is \$ 72,220.
- 4. The estimated assessable costs for each foot of frontage are as follows:
  - a. All Improvements      \$96.29 per lineal foot.
- 5. The estimated project cost of the Local Assessment District is \$72,220 which includes all improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) of the aforesaid curbside estimate of the contract price unless approved by the property owners, subject to a special assessment.

Section 10. Maintenance.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

Section 11. Hearing.

The City Council of said City will meet in the City Council Chambers, 200 North David Street, in said City on Tuesday, the 4th day of February, 2020, at the hour of 6:00 p.m., for the purpose of considering any and all remonstrances and objections to said proposed improvements. All written remonstrances and objections to said proposed improvements must be filed in writing with the City Clerk on or before Friday, the 31st day of January, 2020, at the hour of 12:00 o'clock Noon, a time not more than fifteen (15) days after the publication of the Resolution of Intent to create said District.

Section 12. Notice of Hearing.

The City Clerk shall give at least fifteen (15) days notice to all legal owners of record of the property liable to said assessment for said proposed improvements and to all persons interested, by publishing this resolution in one issue of the Casper Star-Tribune, a newspaper published in the City of Casper and of general circulation therein. In addition to such publication, the City Clerk shall mail a copy of the notice of this Resolution of Intent, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of property within the proposed District and to all persons interested. This Resolution, when published as a notice, shall have the title or caption specified in Section 15-6-202, Wyoming Statutes, 1977, as amended, and shall be in substantially the following form:

NOTICE OF INTENT TO CREATE CITY OF CASPER,  
WYOMING, LOCAL ASSESSMENT DISTRICT NO. 157.

Notice to all persons liable to assessment for the roadway improvements of Arrowhead Road and Jade Avenue. The governing body of the City of Casper on the 21<sup>st</sup> day of January, 2020, passed the following resolution of intention.

RESOLUTION

(Set forth at this point in the notice as actually mailed and published this resolution in full.)

It is hereby determined that the notice herein provided of such hearing is reasonably calculated to inform the parties of the proceedings concerning the District which may directly and adversely affect their legally protected interests.

Section 13. Repeal.

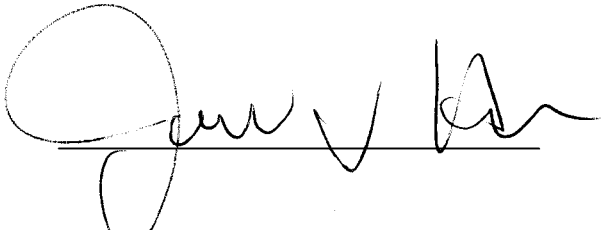
All resolutions, or bylaws, or parts thereof, in conflict herewith are hereby repealed. This repealer shall not be construed to revive any resolution, order, or bylaw or part thereof, heretofore repealed.

Section 14. Severability.

If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

December 30, 2019

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Casper Electric, Inc., in the amount of \$197,950.00, for the 2020 Lighting Replacements, Project No. 19-057

Meeting Type & Date  
Regular Council Meeting  
January 21, 2020

Action Type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Casper Electric, Inc., in the amount of \$197,950.00, for the 2020 Lighting Replacements, Project No. 19-057. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$15,000.00, for a total project amount of \$212,950.00.

Summary

This project is for the installation of new roadway light fixtures, poles, and pole foundations in various locations in the City ROW and Solid Waste Facility.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Casper Electric</b>	<b>Casper, Wyoming</b>	<b>\$197,950.00</b>
Cunningham Electric	Casper, Wyoming	\$202,671.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state contractors, no bid preference was granted.

Work is scheduled to be substantially completed by May 3, 2020 and final completion is scheduled on May 17, 2020. The estimate prepared by the City Engineering Division was \$340,000.00.

Financial Considerations

Funding for this project will be from Streets Capital Reserves and Balefill Reserves.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services.

Attachments

Resolution  
Agreement

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Casper Electric, Inc. 3150 E. Yellowstone Highway, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install new light fixtures, poles, and pole foundations in various locations in the City ROW and Solid Waste Facility; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as the 2020 LIGHTING REPLACEMENTS, Project 19-057.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2020 LIGHTING REPLACEMENTS, Project 19-057.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Department who is hereinafter referred to as the "Engineer" and who is to act as an 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.

Work will be considered substantially complete when all fixtures, poles, and foundations are installed and functional. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 The Work will be substantially completed by May 3, 2020, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 17, 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.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Ninety-Seven Thousand Nine Hundred Fifty and 00/100 Dollars (\$197,950.00). See Exhibit "A" – Bid Form and Bid Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement
  - 5.1.1 Prior to payment of 50% of Total Contract Price, progress payments will be made in an amount equal to 90% of the Work completed, and 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 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 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 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 test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

#### 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 Exhibit "A" - Bid Form and Bid Schedule (BF-1 through BF-4 and BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 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 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of two (2) sections
- 8.14 Contract Drawings, consisting of three (3) Sheets



- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 21<sup>st</sup> day of January, 2020.

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APPROVED AS TO FORM:  
(2020 Lighting Replacements, Project 19-057)

*Walker Tremel*

ATTEST:

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

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

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Steven K. Freel

Title: Mayor



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: \$ 197,950.00

TOTAL BASE BID, IN WORDS: One Hundred Ninety-seven Thousand, Nine Hundred Fifty and no/100 DOLLARS.

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

Address of Bidder: 3150 E. Yellowstone Hwy  
Casper, WY 82609

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 December 30, 2019.

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

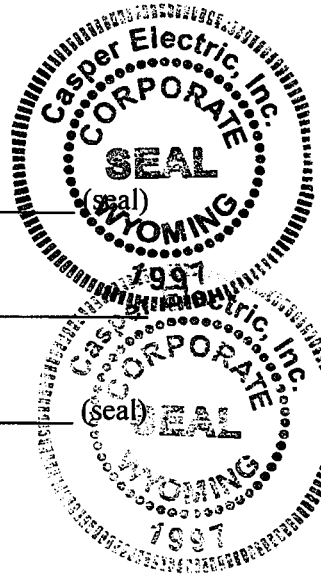
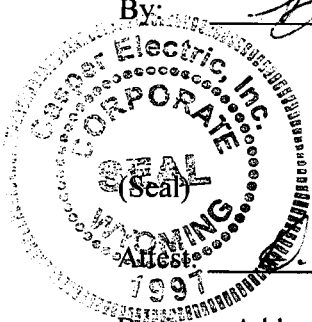
Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Casper Electric, Inc.  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: *Brent Walker*  
**Vice President**  
(Title)



Business Address: 3150 E. Yellowstone  
Casper, WY 82609

Phone Number: 307-237-3003

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**  
**December 30, 2019**  
**2020 LIGHTING REPLACEMENTS**  
**Project 19-057**

Casper, Wyoming

Contractor shall furnish and install items 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 Specifications and Drawings are to be considered incidental and merged with costs of other related bid items.

LS=Lump Sum, EA=Each

**Bid Schedule**

Item	Description	Quantity	Units	Unit Cost	Total Cost
1	R&R Exterior Lighting on Scale House	1	LS	\$ <b>4,200.00</b>	\$ <b>4,200.00</b>
2	R&R Pole Mounted LED Fixture	85	EA	\$ <b>550.00</b>	\$ <b>46,750.00</b>
3	R&R Light Pole	60	EA	\$ <b>1,550.00</b>	\$ <b>93,000.00</b>
4	R&R Pole Foundation	25	EA	\$ <b>2,000.00</b>	\$ <b>50,000.00</b>
5	R&R Pole Foundation with Helical Foundation	1	EA	\$ <b>4,000.00</b>	\$ <b>4,000.00</b>
				<b>Total Base Bid \$</b>	<b>197,950.00</b>

- **BASE BID IN WORDS:**

**One Hundred Ninety-seven Thousand, Nine Hundred Fifty and no/100 Dollars**

This bid submitted by: **Casper Electric, Inc.**  
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO. 20-17

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER ELECTRIC, INC., FOR THE 2020 LIGHTING REPLACEMENTS, PROJECT NO. 19-057

WHEREAS, the City of Casper desires to install new roadway lighting fixtures, poles, and pole foundations in various locations in the City ROW and Solid Waste Facility; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as the 2020 Lighting Replacements, Project No. 19-057; 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 Fifteen Thousand Dollars (\$15,000.00) 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 Casper Electric, Inc., for those services, in the amount of One Hundred Ninety-Seven Thousand Nine Hundred Fifty and 00/100 Dollars (\$197,950.00).

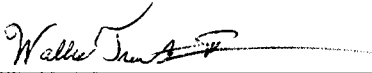
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed One Hundred Ninety-Seven Thousand Nine Hundred Fifty and 00/100 Dollars (\$197,950.00) and Fifteen Thousand and 00/100 Dollars (\$15,000.00) for a construction contingency account, for a total price of Two Hundred Twelve Thousand Nine Hundred Fifty and 00/100 Dollars (\$212,950.00).

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 Fifteen Thousand Dollars (\$15,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 21<sup>st</sup> day of January, 2020.



APPROVED AS TO FORM:  
(Casper Electric, Inc.- 2020 Lighting Replacements, Project 19-057)

  
\_\_\_\_\_



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

January 15, 2020

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Andrew Beamer, P.E., Public Services Director   
**SUBJECT:** Entering into Two Real Estate Donation Agreements and Accepting Two Donative Quitclaim Deeds from the Platte River Trails Trust

**Meeting Type & Date**

Council Meeting  
January 21, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, enter into two real estate donation agreements and accept two donative quitclaim deeds from the Platte River Trails Trust.

**Summary**

The intersection of First and Poplar Streets is one of Casper's major gateways. River restoration work in this reach of the North Platte River is underway, and a gateway project creating a riverfront pathway park with recreational amenities such as a boat ramp is being planned. To partially fund the First Street Gateway Project, Council, at its December 17, 2019 meeting, authorized a grant application to the Wyoming Business Council. In order to qualify for Wyoming Business Council grant funding, the City of Casper must own the property adjacent to the North Platte River.

The Platte River Trails Trust currently owns 6.93 acres of land adjacent to the North Platte River north of West First Street and 3.34 acres of land south of West First Street. This acreage includes the riverbed. The Platte River Trails Trust has agreed to a conditional donation agreement whereby the property will revert back to the Platte River Trails Trust, if funding for the project is not secured within four years. Staff is working to raise the necessary \$786,000 for the First Street Gateway Project through a series of grants. The maximum amount that can be requested from the Wyoming Business Council is \$500,000, and a 25% match is required. The match and additional funding is anticipated to come from other grants.

**Financial Considerations**

The real estate is being donated by the Platte River Trails Trust. Construction and all the elements of the First Street Gateway Project have a cost estimate of \$786,000. Up to \$500,000 will be requested from the Wyoming Business Council, and the local match and additional funding is anticipated to come from other grants.

**Oversight/Project Responsibility**

Andrew Beamer, Public Services Director  
Scott Baxter, Associate Engineer  
Jolene Martinez, Assistant to the City Manager

**Attachments**

Resolution

Two (2) Real Estate Donation Agreements

Two (2) Donative Quitclaim Deeds

## REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“Agreement”) is entered into this 21<sup>st</sup> day of January, 2020, by and between: **Platte River Trails Trust**, the “**Donor**” (formerly known as the “Platte River Parkway Trust,” and erroneously referred to on a quitclaim deed, Instrument No. 420928, as “Parkway Trust”), a Wyoming nonprofit corporation with offices at 1775 W. First Street, Casper, Wyoming 82601, and the **City of Casper, Wyoming**, the “**Donee**,” a Wyoming municipal corporation with offices located at 200 N. David, Casper, Wyoming 82601. Together, the Donor and Donee may be referred to as the “**Parties**.”

### RECITALS

A. Donor is the owner of approximately 6.93 acres of real property by the North Platte River in Casper, Wyoming, more particularly described in Article II below; and,

B. Donor has a Masterplan that calls for properly developing the river corridor, preserving and cleaning up the river bed and bank, and providing a lively mix and wide diversity of uses and activities to attract people to and along the river; and,

C. Donee has an advisory committee, known as the Platte River Revival Advisory Committee, with similar objectives to the Donor’s Masterplan: to cleanup and preserve the river bed and bank and thereby, improve the quality of life for Casper’s citizens and guests; and,

D. Under a Wyoming Business Council grant program, as a City, the Donee has applied for funding in the amount of up to \$500,000 (the “grant funding”), which could be used to make improvements in and/or along the North Platte River that matches the Parties’ mutual objectives such as river restoration, including: construction from generally the Poplar Street bridge to generally the BNSF bridge, construction of a boat ramp and parking lot, and trail replacement as described on Exhibit D which is attached hereto, and hereby made a part of this Agreement. Together, the improvements described in this paragraph are referred to as the “project.”

E. To receive the grant funding, the real property that is currently owned by the Donor needs to be donated to the Donee because all property improved with Wyoming Business Council grant funding must be publicly-owned.

F. Donor desires to gift to Donee, and Donee desires to accept from Donor all of Donor's right, title and interest in and to the real property described and set forth in Article II, pursuant to the terms and conditions of this Agreement to allow the Donee to obtain the grant funding described above.

**NOW, THEREFORE,** in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree by and between them as follows:

**ARTICLE I: INCORPORATION OF RECITALS**

The Recitals set forth above are hereby incorporated at this point as though fully set forth.

**ARTICLE II: DESCRIPTION OF PROPERTY**

Donor hereby agrees to gift and convey to Donee pursuant to the terms of this Agreement, the following described real property, to wit:

See the legal description and map attached hereto as Exhibits A and B, which are hereby made a part of this Agreement.

**ARTICLE III: QUITCLAIM DEED AND RECORDING**

Donor hereby agrees to convey to Donee at closing a quitclaim deed conveying to Donee all of Donor's right, title and interest in and to the real property described in Article II above.

**ARTICLE IV: TAXES AND INSURANCE**

Donee hereby agrees to pay and be responsible for all real estate, personal property taxes, and assessments that may be levied against the real property described in Article II above from and after the date of the closing of this Agreement.

## **ARTICLE V: POSSESSION, RISK OF LOSS AND CLOSING COSTS**

Donee shall have possession of the real property described and set forth in Article II at the date and time of closing of this Agreement. The parties agree and understand that risk of loss of the real property described in Article II shall pass to the Donee at closing.

The parties agree that this Agreement shall be closed on the \_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ o'clock \_\_ a.m. at the office of American Title Agency, 315 W. First Street, Casper, Wyoming 82601, or such other place as agreed to in writing between the parties.

Donee agrees to pay and be solely responsible for the Title Insurance premium. Donee further agree to pay the costs of any closing agent's fee, and the Donee shall pay the recording fee for the filing and recording of the quitclaim deed as provided for in this Agreement.

## **ARTICLE VI: PROPERTY CONDITION**

Donee hereby states that it has personally inspected the premises and the real property being sold herein, including all improvements, attachments, and fixtures thereof, and hereby enters into this Agreement solely upon the basis of Donee's own visual inspection and investigation of said premises. Donee hereby states that it is not relying upon any representation or warranty made by the Donor or any agent of the Donor, other than as set forth in this Agreement.

Donee hereby states that it is accepting the real property described and set forth in Article II, and all improvements and fixtures contained thereon "AS IS, WITH ALL FAULTS".

DONOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE CONDITION OR MERCHANTABILITY OF THE REAL PROPERTY OR ANY IMPROVEMENTS THEREON BEING DONATED TO DONEE PURSUANT TO THIS AGREEMENT.

## **ARTICLE VII: RISK OF LOSS**

Upon closing, all risk of loss of the said real property shall pass to the Donee.

## **ARTICLE VIII: OTHER CONDITIONS OF THE DONATION**

In return for the donation of the real property described in Article II, and in regard to that property only, Donee shall:

- (1) Use reasonable efforts to keep a clear viewshed of the river, especially in preventing the overgrowth of willows;
- (2) Keep the names of Burlington Northern Park and the Tate Picnic area;
- (3) Repair any damage caused by any improvements made by the Donee (or its agents or contractors) when performing the project;
- (4) Replace the trail adjacent to the project in accordance with City standards between West First Street and the railroad bridge to the north;
- (5) Receive non-binding input from the Donor about the design of a hard-surfaced boat ramp;
- (6) Acknowledge the donation of the real property to the City by the Donor by press release and signage;
- (7) As a successor in interest, comply with the three terms and conditions of the Quitclaim Deed from Burlington Northern Railroad Company to the Parkway Trust, recorded in the Natrona County Clerk's Office as Instrument No. 420928, which is attached hereto as Exhibit C, and the three conditions of which are made a part of this Agreement.

## **ARTICLE IX: DONOR'S REVERSIONARY INTEREST**

While it is hoped that Donee will receive the grant funding, Donee shall use its best efforts, should the grant funding not be awarded, to complete the project via other grant requests (including another grant application to the Wyoming Business Council). Title, in fee simple, shall revert to and vest with the Platte River Trails Trust, as Donor, its successors or assigns if the City of Casper, as Donee, does not have the project completed within four (4) years from the date of this Agreement. In that event, the City shall execute and deliver a quitclaim deed to the Donor for the property described in Article II.

**ARTICLE X: GENERAL AGREEMENTS OF THE PARTIES**

Each individual executing this Agreement for and on behalf of both the Donor and the Donee hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

This Agreement shall constitute the entire understanding and agreement of the parties, and 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.

The parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property described in Article II above are hereby contained, set forth and merged in this Agreement.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other party at the other party's address as stated and set forth above, or such other address specified in writing by either party to other party by United States First Class, Certified Mail, Return Receipt Requested.

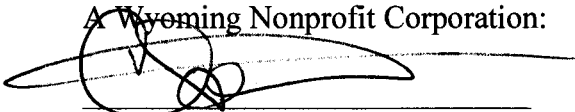
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

[Signature and notarization pages follow]



**Signature and Notarization Page for the Platte River Trails Trust as Donor**

**PLATTE RIVER TRAILS TRUST,**  
A Wyoming Nonprofit Corporation:

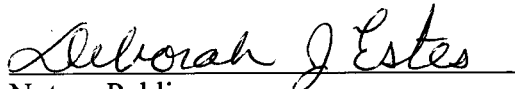


Clarke Turner  
President

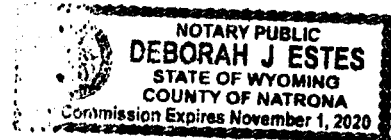
STATE OF WYOMING    )  
  ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on the 18<sup>th</sup> day of December, 2019, by Clarke Turner as the President of The Platte River Trails Trust, a Wyoming nonprofit corporation for and on behalf of said nonprofit corporation.

Witness my hand and official seal.

  
Notary Public

My commission expires: Nov. 1, 2020





Cover Page for Exhibit A  
Legal Description of the Real Property from  
Article II



**EXHIBIT "A"**  
**PLATTE RIVER PARKWAY TRUST**

A parcel of land as described in the documents recorded February 3, 1987 as Instrument No. 420928 and August 31, 1987 as Instrument No. 431399, situate within a portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4 T.33N., R.79W., 6<sup>th</sup> P.M., City of Casper, Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, and being more particularly described as follows:

Commencing at the northwest corner of Block 4, Midwest Addition to the City of Casper;

Thence S82°27'17"W, along the south line of the Burlington Northern/Santa Fe Railroad, a distance of 255.54 feet to the northeast corner of the parcel;

Thence in a southwest direction along a curve to the left having a radius of 1196.30 feet, through a central angle of 27°46'48", a distance of 580.03 feet, having a chord bearing of S39°42'57"W, a distance of 574.37 feet to the end of curve;

Thence S25°49'55"W, a distance of 109.09 feet to a point;

Thence S25°50'12"W, a distance of 599.82 feet to a point located on the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 4;

Thence S00°34'10"E, along the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 4, a distance of 38.44 feet to the southeast corner of the parcel, located on the north line of West First Street;

Thence S89°19'00"W, along the north line of West First Street, a distance of 102.20 feet to a point of curvature;

Thence along the north line of West First Street and a curve to the left having a radius of 1029.93 feet, through a central angle of 01°03'25", a distance of 19.00 feet, having chord bearing of S88°47'17"W, a distance of 19.00 feet, to the southwest corner of the parcel;

Thence N13°07'46"E, a distance of 513.98 feet to a point located on the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 4;

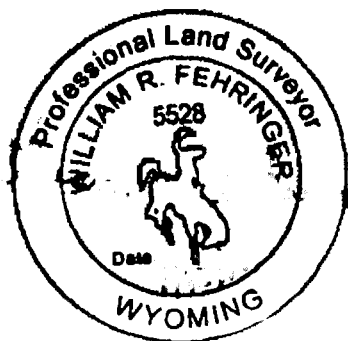
Thence N00°30'16"W, along the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 4, a distance of 500.72 feet to the northwest corner of the parcel located on the south line of the Burlington Northern/Santa Fe Railroad;

Thence in a northeasterly direction along the south line of the Burlington Northern/Santa Fe Railroad and a curve to the right having a radius of 5627.76 feet, through a central angle of 05°41'45", a distance of 559.47 feet, having a chord bearing of N79°36'25"E, a distance of 559.24 feet, to the end of curve;

Thence N82°27'17"E, along the south line of the Burlington Northern/Santa Fe Railroad and the north line of the parcel, a distance of 135.52 feet to the Point of Beginning.

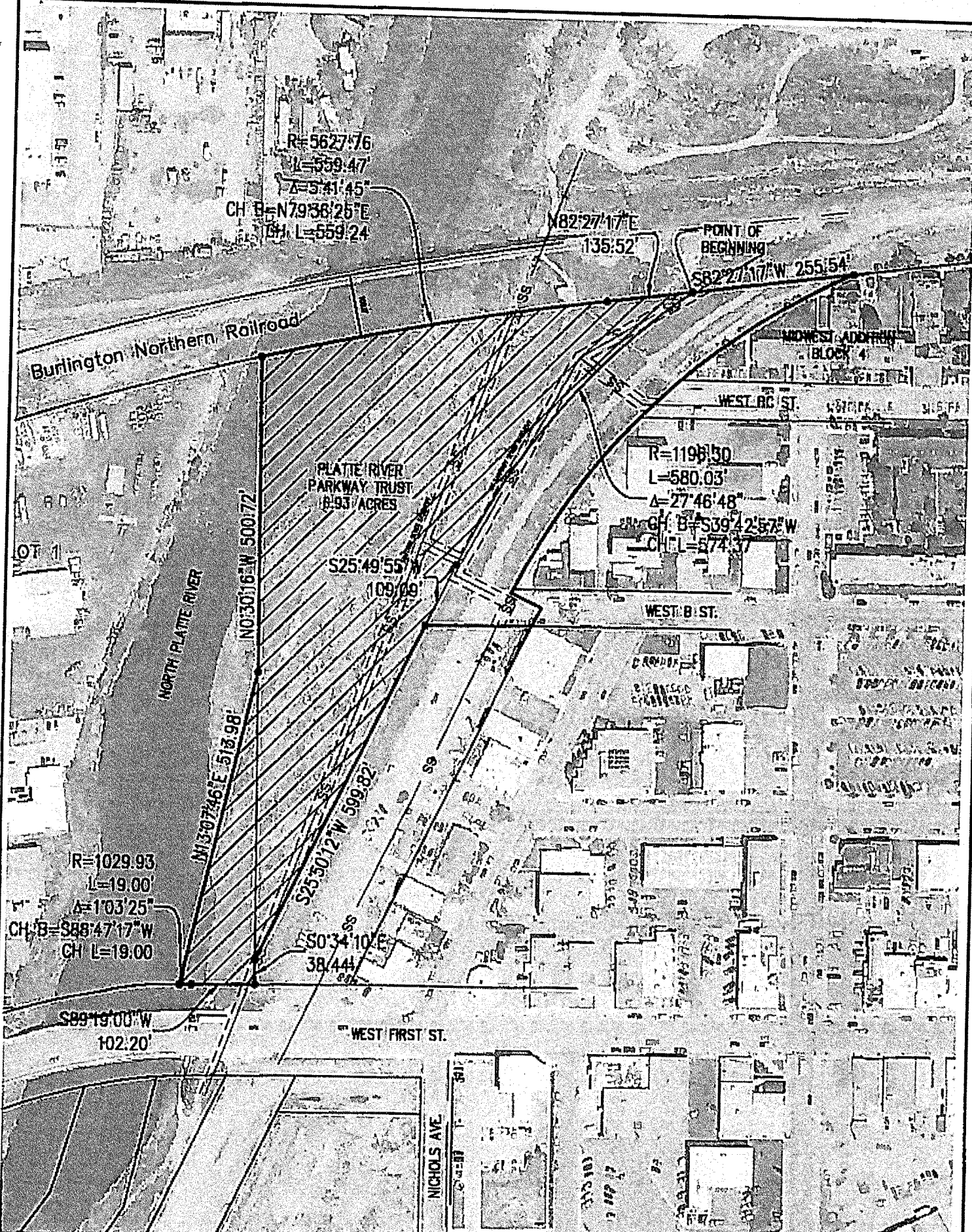
The above described strip of land contains 6.93 acres, more or less, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me from information obtained from recorded documents, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

**Cover Page for Exhibit B**  
**Map of the Real Property from Article II**



SCALE: 1" = 200'



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

**EXHIBIT B**  
**PLATTE RIVER PARKWAY TRUST**  
 Portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SW $\frac{1}{4}$   
 Section 4, T.33N., R.79W., 6th P.M.  
 City of Casper, Wyoming  
 September, 2019  
 W.O. 19-197

M:\2019\2019\2019\19-197\_City of Casper\Survey Plots\City Parkway Plat.dwg, 9/12/2019, Bill

Cover Page for Exhibit C  
Quitclaim Deed, Instrument No. 420928

RECORDED Feb 3 1987 AT 10:11 O'CLOCK AM  
INSTRUMENT NO. 420928  
JOHN J. TOBIN NATRONA COUNTY CLERK  
CASPER, WYOMING

QUITCLAIM DEED

THIS INDENTURE, made the 31st day of December, 1985, by and between BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.), a Delaware corporation, Grantor, and PARKWAY TRUST, a non-profit corporation, of 123 West First Street, Casper, Wyoming 82602, Grantee, WITNESSETH:

That the Grantor, for One and No/100 Dollars (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, CONVEY AND QUITCLAIM, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, unto the said Grantee, all its right, title and interest, if any, in and to that certain tract, lot, piece or parcel of land described as follows, to-wit:

All that portion of the SE1 SW1 of Section 4, T 33-N, R 79-W of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming described as follows, to-wit:

Beginning at the point of intersection of the West line of said SE1 SW1 and a line drawn parallel with and distant 100 feet Southerly measured at right angles to said Railroad Company's Northport, Wyoming to Laurel, Montana main track centerline as now located and constructed; thence Easterly parallel with said main track centerline a distance of 670 feet more or less to a point distant 50 feet Northwesterly measured radially to said Railroad Company's track No. 1 centerline as now located and constructed; thence Southwesterly parallel with said track No. 1 centerline a distance of 1270 feet more or less to a point on said West line of the SE1 SW1; thence Northerly along said West line a distance of 970 feet more or less to the Point of Beginning.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

ALSO SUBJECT to the following terms and conditions:

1. GRANTEE, its successors and assigns, agree to construct and maintain a proper fence or barricade along the Southeasterly boundary of the hereinabove described premises. The purpose of said fence or barricade shall be to restrict and prohibit unauthorized entry to Grantor's right-of-way.
2. Parkway agrees and represents that the donation of the Burlington Northern property to Parkway will in no way obligate Burlington Northern to undertake any expenditures for the purpose of constructing or maintaining any pedestrian underpasses under Burlington Northern's main rail line and/or connector track contiguous and adjacent to the Northern and Northeastern boundary of the Burlington Northern property.
3. Parkway agrees to indemnify and reimburse Burlington Northern for any special tax assessments or increased property taxes resulting from Parkway's possession, use and development of the Burlington Northern property and/or any other property adjacent to the Burlington Northern property which is held or hereafter acquired for or by Parkway.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, the day and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

BY Matt Seal  
SR. ASSISTANT VICE PRESIDENT

ATTEST:

BY J. L. [Signature]  
Assistant Secretary



ACCEPTED:

PARKWAY TRUST

BY Francis J. Hays  
Title: President

ATTEST:

BY Marilyn Black  
Title: Administrator

STATE OF WYOMING }  
COUNTY OF } ss.

On this 31 day of December, 1986, before me personally appeared Francis J. Hays, to me personally known, who, being by me duly sworn, did say that he is the President of Parkway Trust and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 31 day of December, 1986.



STATE OF TEXAS }  
COUNTY OF TARRANT } ss.

On this 31st day of December, 1986, before me personally appeared M. W. Karl, to me personally known, who, being by me duly sworn, did say that he is the SR. ASSISTANT VICE PRESIDENT of Burlington Northern Railroad Company and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said SR. ASSISTANT VICE PRESIDENT acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 31st day of December, 1986.

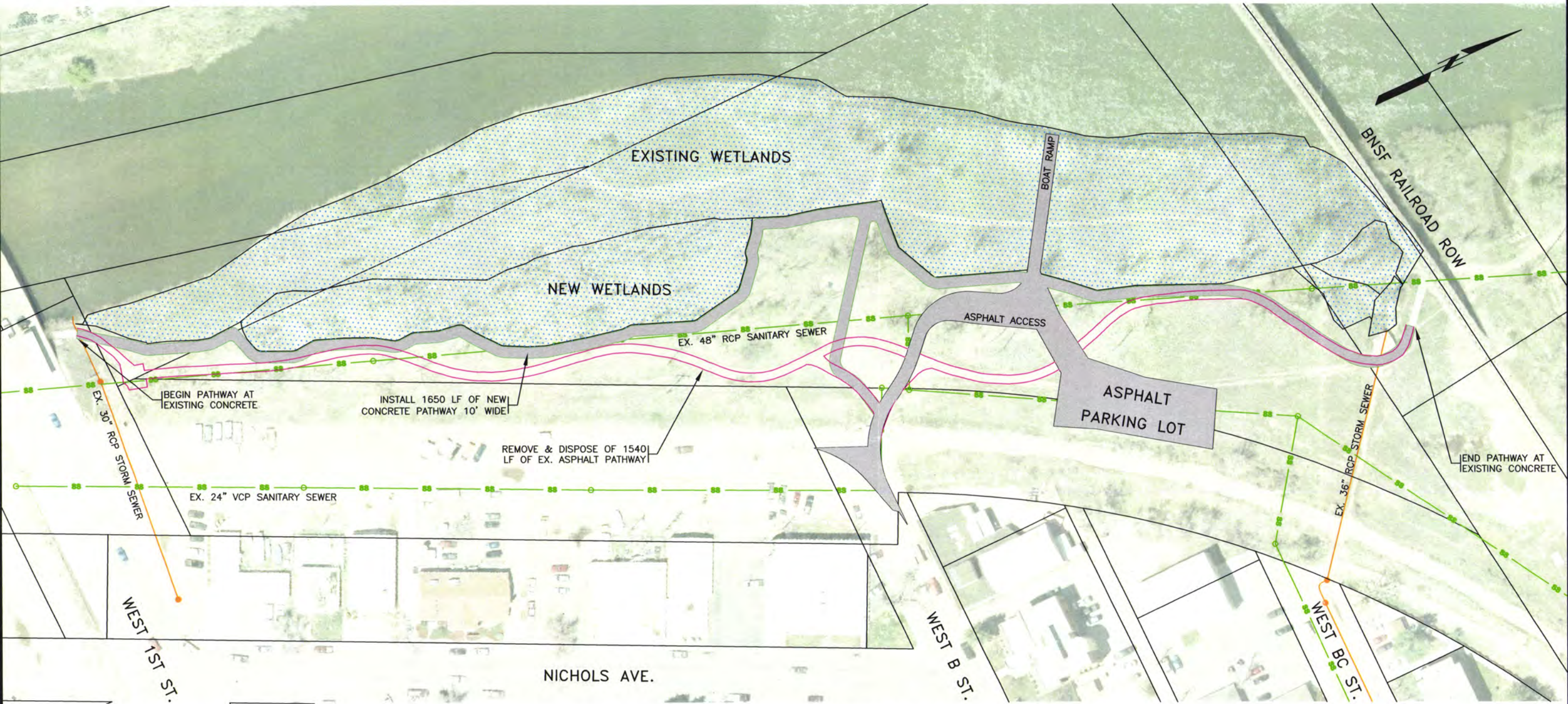
Marilyn Black  
Notary Public

Marjorie Andrews  
Notary Public State of Texas  
My Commission Expires 1-01-89

BN 7193  
QD 9

420928

# Cover Page for Exhibit D Trail Replacement



Sheet Title

**N. PLATTE RIVER RESTORATION  
FIRST STREET REACH  
PATHWAY & BOAT RAMP  
1ST STREET - BNSF RR**

THIS DRAWING IS SET UP FOR PRINTING & SCALING ON 11"x17" PAPER SIZE ONLY.

No.	Revision/Issue	Date
AB	As-Built Drawings	9/10/18

**CITY OF CASPER ENGINEERING**  
200 N. DAVID  
CASPER, WY  
82601

**NORTH PLATTE RIVER RESTORATION FIRST STREET REACH**

CASPER, WY  
PROJECT NO.  
12-51

Date	11/6/19	Sheet	<b>D</b>
Drawn	SRB		
Scale	1"=100'		

PATHWAY CONSTRUCTION NOTES:

1. NEW PATHWAY SHALL BE 10' WIDE x 5" DEEP.
2. CRUSHED BASE UNDER PATHWAY SHALL BE 4" DEEP.
3. LENGTH OF PATHWAY SHOWN IS 1,650 FEET.
4. PATHWAY ALIGNMENT WILL BE FIELD FIT BY ENGINEER TO PRESERVE MOST OR ALL TREES. NO SEPARATE PAYMENT WILL BE MADE TO CONTRACTOR REGARDING THIS FIELD FIT ALIGNMENT CHANGE, EXCEPT THAT PAYMENT WILL BE MADE BY THE UNIT PRICE PER LINEAR FOOT OF PATHWAY.
5. CONNECTION AT THE SOUTH END OF THE PATHWAY WILL HAVE A TRANSITION OF APPROXIMATELY 50' WHERE THE PATHWAY NARROWS TO APPROXIMATELY 7' IN WIDTH. CONNECTION AT THE NORTH END OF THE PATHWAY WILL HAVE A TRANSITION OF APPROXIMATELY 20' WHERE THE PATHWAY NARROWS TO APPROXIMATELY 7' IN WIDTH. THESE TRANSITION AREAS WILL BE PAID BY THE LINEAR FOOT AS THOUGH THEY ARE 10' WIDE.
6. NO CULVERTS OR SIDEWALK DRAINS ARE DESIGNED OR EXPECTED FOR CONSTRUCTION.
7. EXISTING PATHWAY IS 1,540 FEET LONG AND VARIES FROM 7' TO 8' IN WIDTH. THIS PATHWAY SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. CONTRACTOR MAY PLACE ORGANIC SOILS FROM THE NEW PATHWAY ALIGNMENT IN ITS PLACE AND SHALL APPLY UPLAND SEED MIX AS NEEDED TO ENSURE VEGETATIVE

USE STANDARD SPECIFICATIONS AND DETAIL:  
CONTRACTOR SHALL USE THE CITY OF CASPER STANDARD SPECIFICATIONS (LATEST EDITION) FOR ALL PATHWAY CONSTRUCTION, INCLUDING ALL APPLICABLE SECTIONS RELATED TO CONCRETE, CRUSHED BASE, AND THE STANDARD X-SECTION DETAIL 302-3.

EXHIBIT "D"

**DONATIVE QUITCLAIM DEED ("Deed")**

The Platte River Trails Trust, a Wyoming nonprofit corporation with offices located at 1775 W. First Street in Casper, Wyoming, 82601, as Donor, as a donation to the Donee, hereby conveys and quitclaims to the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 North David Street, Casper, Wyoming, 82601, as Donee, all interest in the following described real estate, situated in Natrona County and State of Wyoming, to-wit:

See the legal description and map attached hereto as Exhibits A and B, which are hereby incorporated herein at this point as if fully set forth.

DATED this 21<sup>st</sup> day of January, 2020.

Platte River Trails Trust, Donor:



Clarke Turner  
President

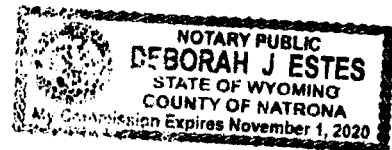
STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA   )

This instrument was acknowledged before me on the 20<sup>th</sup> day of December, 2019, by Clarke Turner as the President of The Platte River Trails Trust, a Wyoming nonprofit corporation for and on behalf of said nonprofit corporation.

Witness my hand and official seal.

Deborah J. Estes  
Notary Public

My commission expires: Nov. 1, 2020





**EXHIBIT "A"  
PLATTE RIVER PARKWAY TRUST**

A parcel of land as described in the documents recorded February 3, 1987 as Instrument No. 420928 and August 31, 1987 as Instrument No. 431399, situate within a portion of the E½SW¼ and the SW¼SW¼ of Section 4 T.33N., R.79W., 6<sup>th</sup> P.M., City of Casper, Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, and being more particularly described as follows:

Commencing at the northwest corner of Block 4, Midwest Addition to the City of Casper;

Thence S82°27'17"W, along the south line of the Burlington Northern/Santa Fe Railroad, a distance of 255.54 feet to the northeast corner of the parcel;

Thence in a southwest direction along a curve to the left having a radius of 1196.30 feet, through a central angle of 27°46'48", a distance of 580.03 feet, having a chord bearing of S39°42'57"W, a distance of 574.37 feet to the end of curve;

Thence S25°49'55"W, a distance of 109.09 feet to a point;

Thence S25°50'12"W, a distance of 599.82 feet to a point located on the west line of the SE¼SW¼ of said Section 4;

Thence S00°34'10"E, along the west line of the SE¼SW¼ of said Section 4, a distance of 38.44 feet to the southeast corner of the parcel, located on the north line of West First Street;

Thence S89°19'00"W, along the north line of West First Street, a distance of 102.20 feet to a point of curvature;

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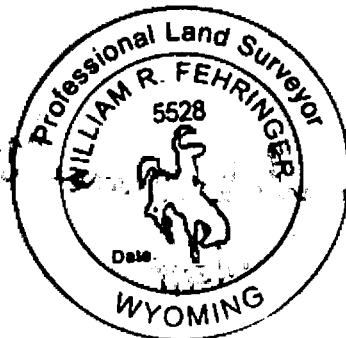
Thence N00°30'16"W, along the west line of the SE¼SW¼ of said Section 4, a distance of 500.72 feet to the northwest corner of the parcel located on the south line of the Burlington Northern/Santa Fe Railroad;

Thence in a northeasterly direction along the south line of the Burlington Northern/Santa Fe Railroad and a curve to the right having a radius of 5627.76 feet, through a central angle of 05°41'45", a distance of 559.47 feet, having a chord bearing of N79°36'25"E, a distance of 559.24 feet, to the end of curve;

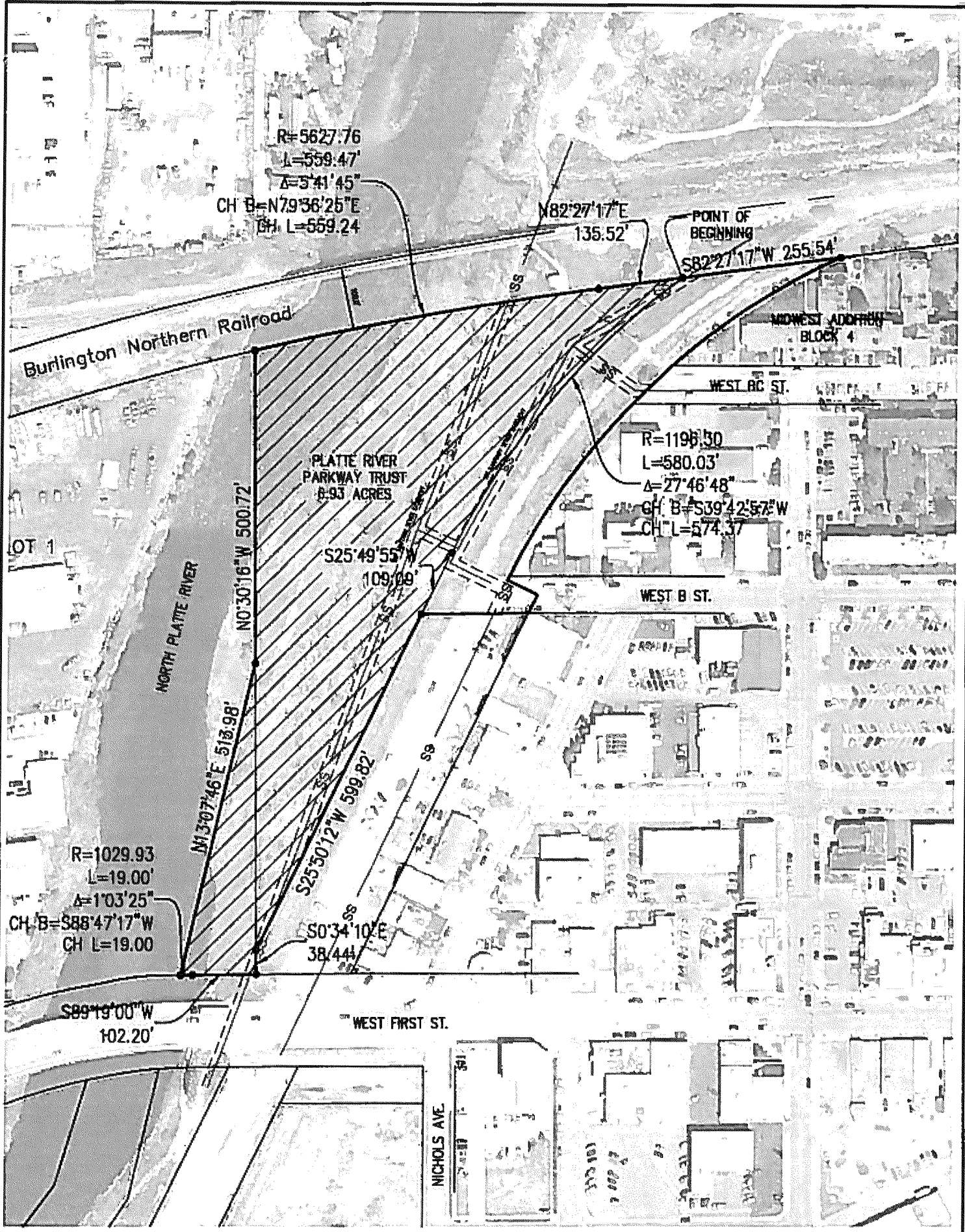
Thence N82°27'17"E, along the south line of the Burlington Northern/Santa Fe Railroad and the north line of the parcel, a distance of 135.52 feet to the Point of Beginning.

The above described strip of land contains 6.93 acres, more or less, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me from information obtained from recorded documents, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



SCALE: 1" = 200'



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

**EXHIBIT B**  
**PLATTE RIVER PARKWAY TRUST**  
 Portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SW $\frac{1}{4}$   
 Section 4, T.33N., R.79W., 6th P.M.  
 City of Casper, Wyoming  
 September, 2019  
 W.O. 19-197

M:\land 2019\Surveying\19-197 City of Casper\Survey Plots\City Parkway Plat.dwg, 9/12/2019, Bill

## REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“Agreement”) is entered into this 21<sup>st</sup> day of January, 2020, by and between: **Platte River Trails Trust**, the “**Donor**” (formerly known as the “Platte River Parkway Trust,” and erroneously referred to on a quitclaim deed, Instrument No. 420928, as “Parkway Trust”), a Wyoming nonprofit corporation with offices at 1775 W. First Street, Casper, Wyoming 82601, and the **City of Casper, Wyoming**, the “**Donee**,” a Wyoming municipal corporation with offices located at 200 N. David, Casper, Wyoming 82601. Together, the Donor and Donee may be referred to as the “**Parties**.”

### RECITALS

A. Donor is the owner of approximately 3.34 acres of real property by the North Platte River in Casper, Wyoming, more particularly described in Article II below; and,

B. Donor has a Masterplan that calls for properly developing the river corridor, preserving and cleaning up the river bed and bank, and providing a lively mix and wide diversity of uses and activities to attract people to and along the river; and,

C. Donee has an advisory committee, known as the Platte River Revival Advisory Committee, with similar objectives to the Donor’s Masterplan: to cleanup and preserve the river bed and bank and thereby, improve the quality of life for Casper’s citizens and guests; and,

D. Donor desires to gift to Donee, and Donee desires to accept from Donor all of Donor’s right, title and interest in and to the real property described and set forth in Article II, pursuant to the terms and conditions of this Agreement to allow the Donee to obtain the grant funding described above.

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree by and between them as follows:

### ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated at this point as though fully set forth.

## **ARTICLE II: DESCRIPTION OF PROPERTY**

Donor hereby agrees to gift and convey to Donee pursuant to the terms of this Agreement, the following described real property, to wit:

See the legal description and map attached hereto as Exhibits A and B, which are hereby incorporated herein at this point as if fully set forth.

## **ARTICLE III: QUITCLAIM DEED AND RECORDING**

Donor hereby agrees to gift and convey to Donee at closing a quitclaim deed conveying to Donee all of Donor's right, title and interest in and to the real property described in Article II above.

## **ARTICLE IV: TAXES AND INSURANCE**

Donee hereby agrees to pay and be responsible for all real estate, personal property taxes, and assessments that may be levied against the real property described in Article II above from and after the date of the closing of this Agreement.

## **ARTICLE V: POSSESSION, RISK OF LOSS AND CLOSING COSTS**

Donee shall have possession of the real property described and set forth in Article II at the date and time of closing of this Agreement. The parties agree and understand that risk of loss of the real property described in Article II shall pass to the Donee at closing.

The parties agree that this Agreement shall be closed on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.m. at the office of American Title Agency, 315 W. First Street, Casper, Wyoming 82601, or such other place as agreed to in writing between the parties.

Donee agrees to pay and be solely responsible for the Title Insurance premium. Donee further agree to pay the costs of any closing agent's fee, and the Donee shall pay the recording fee for the filing and recording of the quitclaim deed as provided for in this Agreement.



## **ARTICLE VI: PROPERTY CONDITION**

Donee hereby states that it has personally inspected the premises and the real property being gifted and conveyed herein, including all improvements, attachments, and fixtures thereof, and hereby enters into this Agreement solely upon the basis of Donee's own visual inspection and investigation of said premises. Donee hereby states that it is not relying upon any representation or warranty made by the Donor or any agent of the Donor, other than as set forth in this Agreement.

Donee hereby states that it is accepting the real property described and set forth in Article II, and all improvements and fixtures contained thereon "AS IS, WITH ALL FAULTS".

DONOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE REAL PROPERTY OR ANY IMPROVEMENTS THEREON BEING DONATED TO DONEE PURSUANT TO THIS AGREEMENT.

## **ARTICLE VII: RISK OF LOSS**

Upon closing, all risk of loss of the said real property shall pass to the Donee.

## **ARTICLE VIII: GENERAL AGREEMENTS OF THE PARTIES**

Each individual executing this Agreement for and on behalf of both the Donor and the Donee hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

This Agreement shall constitute the entire understanding and agreement of the parties, and 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.

The parties specifically agree that all prior agreements between them, oral or written, regarding the gift and conveyance of the real property described in Article II above are hereby contained, set forth and merged in this Agreement.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other party at the other party's address as stated and

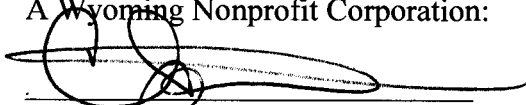
set forth above, or such other address specified in writing by either party to other party by United States First Class, Certified Mail, Return Receipt Requested.

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

[Signature and notarization pages follow]

**Signature and Notarization Page for the Platte River Trails Trust as Donor**

**PLATTE RIVER TRAILS TRUST,**  
A Wyoming Nonprofit Corporation:

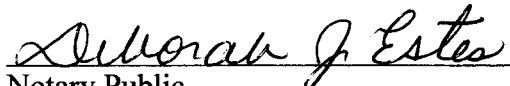


Clarke Turner  
President

STATE OF WYOMING    )  
  ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on the 20<sup>th</sup> day of December 2019, by Clarke Turner as the President of The Platte River Trails Trust, a Wyoming nonprofit corporation for and on behalf of said nonprofit corporation.

Witness my hand and official seal.

  
Notary Public

My commission expires: Nov. 1, 2020



Cover Page for Exhibit A  
Legal Description of the Real Property from  
Article II

**DEED OF GIFT**

Platte River Crossing, LLC, a Wyoming limited liability company, Grantor, of Casper, Wyoming, for and in consideration of the affection we bear and other valuable consideration, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to the Platte River Parkway Trust, a non-profit Wyoming corporation, Grantee, whose address is P.O. Box 1228, Casper, Wyoming 82602, the real estate situated in Natrona County, Wyoming, to-wit:

See Exhibit "A" attached hereto.

The Grantor hereby fully releases and waives any and all homestead rights or claims the Grantor has in and to the above described real property.

DATED this 31<sup>st</sup> day of October, 2005.

PLATTE RIVER CROSSING, LLC

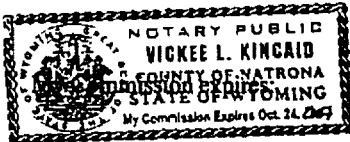
By: Neil A. McMurry  
Neil A. McMurry, Trustee of the Neil A. McMurry  
Revocable Trust dated 11/11/98, MEMBER

STATE OF WYOMING     )  
                                  ) s.s.  
COUNTY OF NATRONA    )


The above and foregoing Deed of Gift was acknowledged before me by Neil A. McMurry, Trustee of the Neil A. McMurry Revocable trust dated 11/11/98, the Member of Platte River Crossing, LLC, this 31<sup>st</sup> day of October, 2005.

Witness my hand and official seal.

[SEAL]



Wigkee L. Kincaid  
Notary Public

  
**779098**  
NATRONA COUNTY CLERK, WYOMING  
Mary Ann Collins     Recorded: KA  
Nov 1, 2005 02:38 PM  
Pages: 2     Fee: \$11.00  
KEITH TYLER

PORTION OF LOT 6  
ASBELL ADDITION  
CITY OF CASPER

All that portion of Lot 6, Asbell Addition, an addition to the City of Casper, Natrona County, Wyoming, according to the plat recorded August 27, 1974, in Book 254 of Deeds, Page 550, being more particularly described as follows:

Commencing at Corner #3 of said Asbell Addition;

Thence S13°01'52"W, a distance of 870.30 feet to a point located on the southerly right-of-way boundary of First Street;

Thence S81°25'53.34"W, a distance of 130.16 feet to the true Point of Beginning being the intersection of the southerly right-of-way boundary of said First Street with the easterly boundary of said Lot 6, said Point of Beginning also being located on a circular curve concave southeasterly, the radius of which is 879.93 feet and at which point a line tangent to said curve bears S77°11'24.5"W;

Thence southwesterly along said curve through a central angle of 08°25'02.7", a distance of 129.38 feet, more or less, to a point located on the line common to said Lot 5 and Lot 6;

Thence S16°34'32"W, along the line common to said Lot 5 and Lot 6, a distance of 113.08 feet, to a point;

Thence S37°29'32"W, along the line common to said Lot 5 and Lot 6, a distance of 174.11 feet to a point;

Thence S42°42'32"W, along the line common to said Lot 5 and Lot 6, a distance of 244.05 feet to a point;

Thence S46°48'32"W, along the line common to said Lot 5 and Lot 6, a distance of 209.45 feet to a point;

Thence S58°32'32"W, along the line common to said Lot 5 and Lot 6, a distance of 326.11 feet to a point;

Thence S70°31'12"W, along the line common to said Lot 5 and Lot 6, a distance of 97.49 feet to the corner common to said Lot 5 and Lot 6, also located on the easterly right-of-way boundary of Poplar Street (formerly known as Rancho Road);

Thence S01°19'22"W, along the west line of said Lot 6 and the east right-of-way boundary of Poplar Street (formerly known as Rancho Road), a distance of 147.01 feet to the corner common to said Lot 6 and Lot 7, Asbell Addition;

Thence N57°52'35"E, along the line common to said Lot 6 and Lot 7, a distance of 743.22 feet to a point;

Thence N36°03'48"E, along the line common to said Lot 6 and Lot 7, a distance of 486.64 feet to a point;

Thence N12°39'37.1"E, along the line common to said Lot 6 and Lot 7, a distance of 172.28 feet, more or less, to the Point of Beginning.

The above described parcel contains 3.34 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.





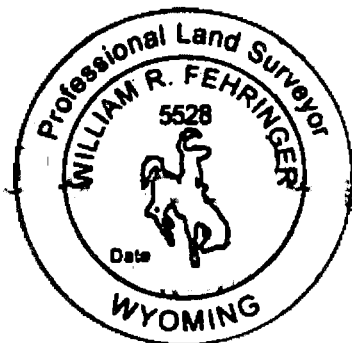
**EXHIBIT "A"**  
**PLATTE RIVER PARKWAY TRUST**  
**Lot 6, Asbell Addition**

A parcel of land situate within a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, T.33N., R.79W., 6<sup>th</sup> P.M., City of Casper, Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, and being more particularly described as follows:

A portion of Lot 6, Asbell Addition as described in the Deed of Gift recorded November 1, 2005 as Instrument No. 779098.

The above described strip of land contains 3.34 acres, more or less, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

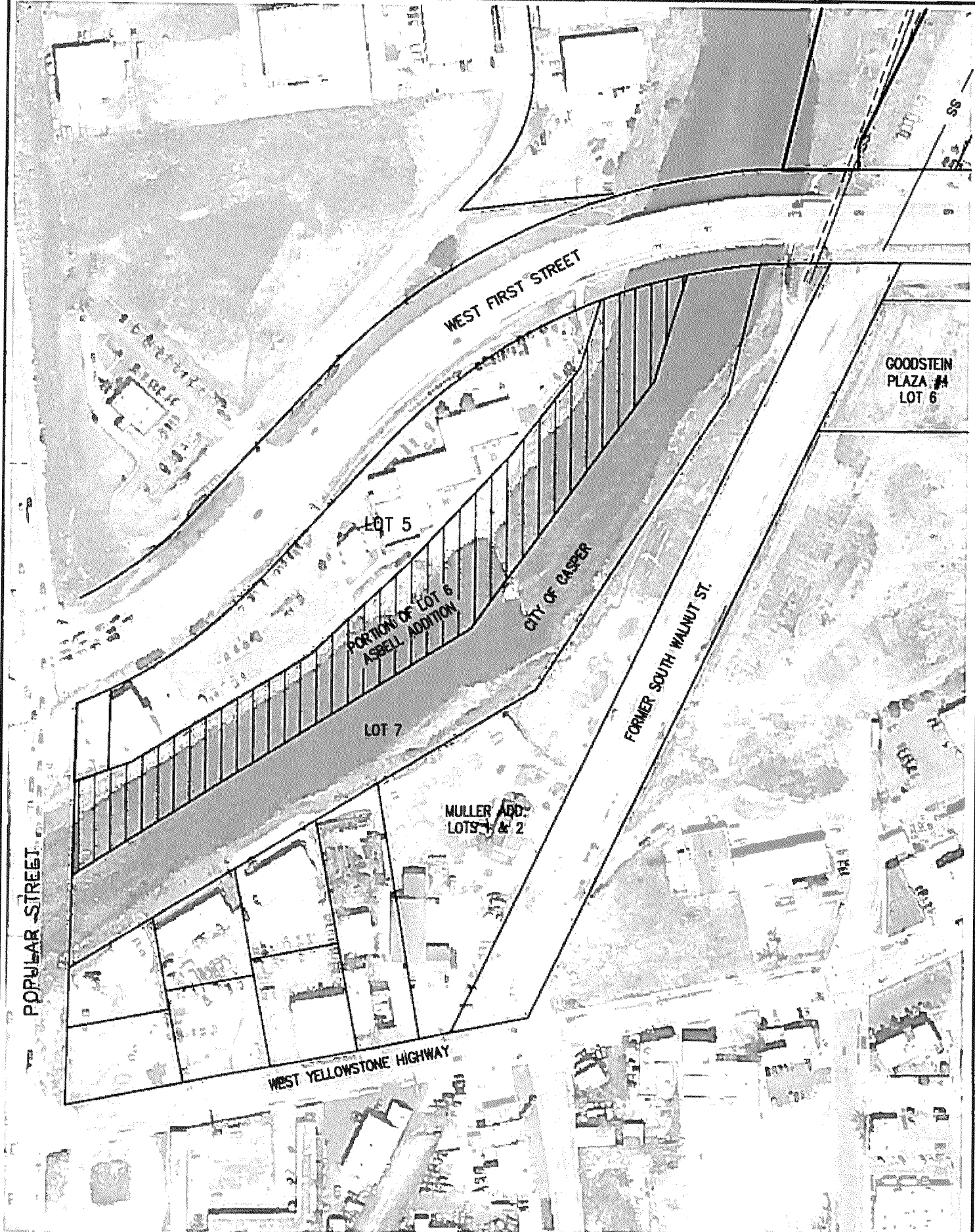
I hereby certify that this description was prepared by me from information obtained from recorded documents, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



**Cover Page for Exhibit B**  
**Map of the Real Property from Article II**



SCALE: 1" = 200'



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

**EXHIBIT B**  
**PLATTE RIVER PARKWAY TRUST**

Portion of Lot 6  
 Asbell Addition  
 City of Casper, Wyoming  
 September, 2019  
 W.O. 19-197





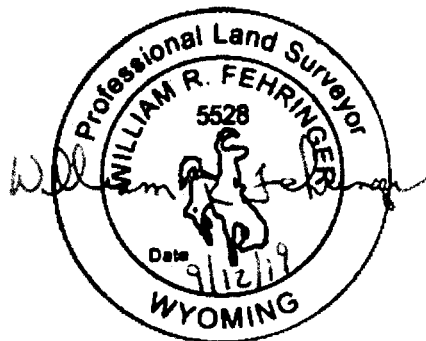
**EXHIBIT "A"**  
**PLATTE RIVER PARKWAY TRUST**  
**Lot 6, Asbell Addition**

A parcel of land situate within a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, T.33N., R.79W., 6<sup>th</sup> P.M., City of Casper, Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, and being more particularly described as follows:

A portion of Lot 6, Asbell Addition as described in the Deed of Gift recorded November 1, 2005 as Instrument No. 779098.

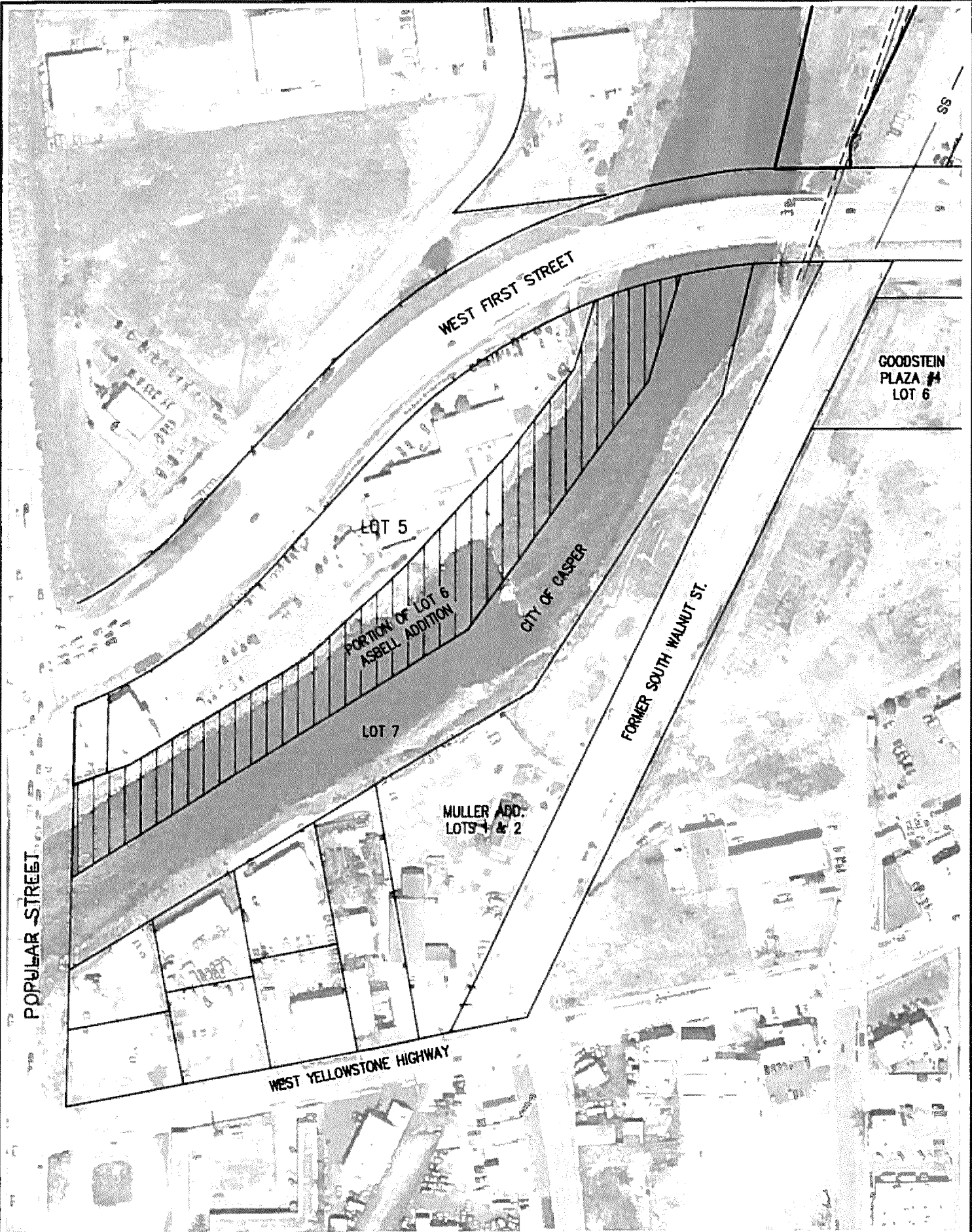
The above described strip of land contains 3.34 acres, more or less, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me from information obtained from recorded documents, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

M:\Land 2019\Surveying\19-197 City of Casper\Survey Plats\City Parkway Plat.dwg, 9/12/2019, Bill



SCALE: 1" = 200'



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

**EXHIBIT B**  
**PLATTE RIVER PARKWAY TRUST**

Portion of Lot 6  
 Asbell Addition  
 City of Casper, Wyoming  
 September, 2019  
 W.O. 19-197

RESOLUTION NO.20-18

A RESOLUTION ENTERING INTO TWO (2) REAL ESTATE DONATION AGREEMENTS AND ACCEPTING TWO (2) DONATIVE QUITCLAIM DEEDS FROM THE PLATTE RIVER TRAILS TRUST FOR PROPERTY ALONG THE NORTH PLATTE RIVER.

WHEREAS, the City of Casper is applying for a Wyoming Business Council Grant to make improvements along the North Platte River generally from Poplar Street bridge to the BNSF bridge; and,

WHEREAS, in order to receive Wyoming Business Council Grant funding, the City of Casper must own the property adjacent to the North Platte River; and,

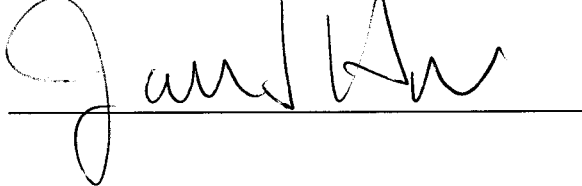
WHEREAS, the Platte River Trails Trust currently owns 6.93 acres of land adjacent to the North Platte River north of West 1<sup>st</sup> Street and an additional 3.34 acres of land south of West 1<sup>st</sup> Street; and,

WHEREAS, the Platte River Trails Trust has agreed to quitclaim deed these properties to the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, two (2) Real Estate Donation Agreements, which provides for the acceptance of two (2) Donative Quitclaim Deeds from the Platte River Trails Trust, and in accepting these parcels from the Platte River Trails Trust the City acknowledges that its acceptance is specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

January 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Cindie Langston, Solid Waste Manager  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing a Procurement Agreement with Western Plains Landscaping, LLC, dba 3 Cord Construction, in the Amount of \$71,994.00, for the Solid Waste Portable Litter Fencing Project.

Meeting Type & Date  
Regular Council Meeting  
January 21, 2020

Action type  
Resolution

Recommendation

That Council, by resolution, authorize a Procurement Agreement with Western Plains Landscaping, LLC, dba 3 Cord Construction (3 Cord Construction), in the amount of \$71,994.00, for the Solid Waste Portable Litter Fencing, Project No. 19-062.

Summary

On Tuesday, January 7, 2020, three (3) bids were received for the Solid Waste Portable Litter Fencing, Project No. 19-062. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Coastal Netting Systems	Bakersfield, CA	\$68,995.00
<b>3 Cord Construction</b>	<b>Casper, WY</b>	<b>\$71,994.00</b>
SWI	Casper, WY	\$84,055.00

The Solid Waste Division utilizes portable litter fencing to contain solid waste in areas where permanent litter fencing is not in place at the Casper Regional Landfill. The portable litter fencing allows Solid Waste staff to relocate fencing as needed with the changing weather conditions and landfill cell layouts. Along with the portable litter fencing, the contractor shall assemble the portable litter fencing and provide a five (5) year manufacturer's guarantee. The estimate prepared by the City Engineering Division was \$60,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. Bid preference was granted to 3 Cord Construction for being the certified resident bidder that provided lowest bid. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

Funding will be from the Balefill Fund allocated to the Solid Waste Portable Litter Fencing.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement



STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this 21<sup>st</sup> day of January, 2020, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Western Plains Landscaping, LLC, dba 3 Cord Construction, 3040 Allendale Boulevard, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**Solid Waste Portable Litter Fencing, Project No. 19-062**

The following special services are required: Provide specific items identified in the Special Provisions.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, 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 Solid Waste Facility  
Attn: David Jordan  
1886 North Station Road  
Casper, WY 82601

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 of delivery on, or within a period of ninety (90) calendar days subsequent to the Procurement Contract date.
- 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 Two Hundred Dollar(s) (\$200.00) 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 additions and deductions by Change Order, the Contract Price of Seventy-One Thousand Nine Hundred Ninety-Four Dollars (\$71,994.00). See Exhibit "A" - Bid Form and Exhibit "B" - Bid Schedule.

#### 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" - Bid Form (Pages BF-1 to BF-3, inclusive).
- 9.3 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 9.4 Addenda No. (0).
- 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 bearing the title "Solid Waste Portable Litter Fencing", the contents as listed in the Table of Contents thereof.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award.
- 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.

*(This space intentionally left blank)*

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.

DATED this 21<sup>st</sup> day of January, 2020.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

3 Cord Construction, Inc.

ATTEST:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:     **City of Casper**  
  **Solid Waste Portable Litter Fencing**  
  **Project 19-062**

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 a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.
  
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 Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner'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 Procurement Agreement, that:
  - A.     Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
          Addendum No. \_\_\_\_\_                   Dated \_\_\_\_\_  
  
          Addendum No. \_\_\_\_\_                   Dated \_\_\_\_\_
  
  - B.     Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods 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 or 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 or business entity to refrain from bidding; and Bidder has not sought by

collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule, Page 1 of 1) \$ 71,994.<sup>00</sup>

TOTAL BASE BID, IN WORDS: Seventy one thousand nine hundred ninety four dollars and zero cents DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods 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.
7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Western Plains Landscape LLC, dba 3 Cord Construction  
3040 Alameda Blvd.  
Casper, WY 82601

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on January 7<sup>th</sup>, 2020.

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: Western Plains Landscaping LLC DBA 3 Cord Construction (seal)  
(Name)

Wyoming  
(State of Incorporation or Organization)

By: Jesse E. Snell Jesse E. Snell (seal)

V.P.  
(Title)

(Seal)

Attest: [Signature] 1/7/20

Business Address: 3040 Allendale BLVD

Casper, WY 82401

Phone Number: 307-331-0073

A JOINT VENTURE

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

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

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

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

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



**EXHIBIT "B"  
BID SCHEDULE**

**SOLID WASTE PORTABLE LITTER FENCING  
PROJECT NO. 19-062  
January 7, 2020**

Contractor shall furnish items as 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 Specifications are to be considered incidental and merged with costs of other related bid items.

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

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Portable Litter Fencing	LF	240	\$ 71,994. <sup>00</sup>	\$ 71,994. <sup>00</sup>
<b>TOTAL BID</b>					\$ 71,994. <sup>00</sup>

• **BID IN WORDS:**

*Seventy one thousand, nine hundred ninety four dollars  
and zero cents*

This bid submitted by: Corporation (LLC)  
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.20-19

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, DBA 3 CORD CONSTRUCTION, FOR THE SOLID WASTE PORTABLE LITTER FENCING.

WHEREAS, the City of Casper desires to procure new portable litter fencing for the Solid Waste Division; and,

WHEREAS, Western Plains Landscaping, LLC, dba 3 Cord Construction, is ready, willing and able 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 agreement with Western Plains Landscaping, LLC, dba 3 Cord Construction, in the amount of Seventy-One Thousand Nine Hundred Ninety-Four Dollars (\$71,994.00), to furnish new portable litter fencing.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

Walter Tremel


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

January 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Liz Becher, Community Development Director  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Sheet Metal Specialties, Inc., in the Amount of \$83,765.00, for the Metro Animal Shelter Cooling, Project No. 19-027.

Meeting Type & Date  
Regular Council Meeting  
January 21, 2020

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Sheet Metal Specialties, Inc., in the Amount of \$83,765.00, for the Metro Animal Shelter Cooling, Project No. 19-027. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$4,235, for a total project amount of \$88,000.00.

Summary

On December 10, 2019, bids were received from one (1) contractor for construction of the Metro Animal Shelter Cooling. The bid is as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Sheet Metal Specialties, Inc.</b>	<b>Casper, Wyoming</b>	<b>\$94,400.00</b>

The project was designed by Engineering Design Associates (EDA). Their estimate for the project was \$68,800.

After the bid, Sheet Metal Specialties, Inc. proposed an equivalent cooling unit which provided a cost savings of \$10,635 from the cost of the originally specified unit. Both EDA and City Staff have approved of the proposed equivalent cooling unit, and the new cost of the work of the total base bid with the equivalent cooling unit will be \$83,765.

The Metro Animal Shelter Facility currently has a separate air conditioning and heating systems. The systems are tied into the existing air handling ducts, and in early spring and late fall seasons, where both cooling and heating loads are present, the separate systems overlap and do not allow the spaces served to reach the desired temperatures. Currently the air conditioning system is served from three (3) roof-top air conditioning units, while the heating system is served from a boiler and air handling unit. In order to improve these systems, the existing roof-top air

conditioning units are to be replaced with a new DX cooling unit that will be tied into the existing air handling unit Shelters, allowing for better functionality.

Construction of the improvements is to be substantially complete by June of 2020.

Financial Considerations

Project funding is from One Percent #16 funds for City of Casper Buildings.

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 replace the existing air conditioning units serving the kennel area and desires inspection services for the existing facility HVAC system

WHEREAS, the Contractor is able and willing to provide those services specified as the

**Metro Animal Control Cooling, Project No. 19-027.**

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Metro Animal Control Cooling, Project No. 19-027, 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 19, 2020, and ready for final payment in accordance with Article 14 of the General Conditions by June 26, 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-Three Thousand Seven Hundred Sixty-Five and 00/100 Dollars (\$83,765.00), 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. Base Bid Item No. 1 has been reduced to a lump sum price of \$81,065 with the changes described in the email from Contractor (Scott <Scott@smsi-wy.com>), dated Monday, January 6, 2020.

#### 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.:
- 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 twenty-one (21) Sections and six (6) 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:

**Metro Animal Control Cooling, Project No. 19-027**
- 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 21<sup>st</sup> day of January, 2020.

\*\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*\*

APPROVED AS TO FORM:  
(Metro Animal Control Cooling, Project No. 19-027)

Walker Trust

CONTRACTOR:

ATTEST:

Sheet Metal Specialties, Inc.

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor



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: \$ 94,400<sup>00</sup>

TOTAL BASE BID, IN WORDS: Ninety Four Thousand Four Hundred DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. 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: 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.

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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Sheet Metal Specialties Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: J. Scott (seal)

(Title) G.M.

(Seal)

Attest: \_\_\_\_\_

Business Address: 1220 E. Yellowstone Hwy  
Casper, WY 82601

Phone Number: 307-472-4305

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
**Metro Animal Control**  
**Cooling**  
**Project No. 19-027**

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	Metro Animal Control Cooling	LS	1	\$91,700 <sup>00</sup>	\$91,700 <sup>00</sup>
2	Existing System Visual Inspection	LS	1	\$900 <sup>00</sup>	\$900 <sup>00</sup>
3	Existing System Duct Cleaning	LS	1	\$1,800 <sup>00</sup>	\$1,800 <sup>00</sup>

<b>TOTAL Base Bid</b>	\$94,400 <sup>00</sup>
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## Alex Sveda

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**From:** Scott <Scott@smsi-wy.com>  
**Sent:** Monday, January 6, 2020 7:59 AM  
**To:** Alex Sveda  
**Subject:** Metro Cooling Project Value Engineering  
  
**Categories:** Metro

Alex, I received my new cooling RTU pricing from Long on Friday, which takes my price down \$10,635.00 for a new total of \$81,065.00. This is using a lessor unit from the same manufacturer(Daiken) that will now have electro-mechanical controls without BACnet that Long can integrate easier with the existing control system. Other than that, the scope of work will remain the same as before, with completion time staying the same. Let me know if this would be worth following up with submittals and co-ord with EDA or if this will need to go out for a re-bid. Thanks Alex.



RESOLUTION NO. 20-20

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHEET METAL SPECIALTIES, INC., FOR METRO ANIMAL CONTROL COOLING, PROJECT NO. 19-027.

WHEREAS, the City of Casper desires to install an air conditioning system to serve the Casper Metro Animal Control Facility kennels; and,

WHEREAS, Sheet Metal Specialties, Inc., is able and willing to provide those services specified as the Metro Animal Control Cooling, Project No. 19-027; 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-Three Thousand Seven Hundred Sixty-Five and 00/100 Dollars (\$83,765.00).

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-Three Thousand Seven Hundred Sixty-Five and 00/100 Dollars (\$83,765.00), and Four Thousand Two Hundred Thirty-Five and 00/100 Dollars (\$4,235.00) for a construction contingency account, for a total price of Eighty-Eight Thousand and 00/100 Dollars (\$88,000.00).

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:  
(Metro Animal Control Cooling, Project No. 19-027)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

January 10, 2020

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

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

SUBJECT: Authorizing execution of loan documents with the State Loan and Investment Board (SLIB) for the purpose of receiving an \$8,000,000 Clean Water State Revolving Fund Loan (CWSRF) for the North Platte Sanitary Sewer (NPSS) Interceptor Rehabilitation Project.

Meeting Type & Date

Regular Council Meeting

January 21, 2020

Action type

Authorization

Recommendation:

That Council, by resolution, execute loan documents with the Wyoming SLIB for an Eight Million Dollar (\$8,000,000) CWSRF Loan for the NPSS Interceptor Rehabilitation Project.

Summary:

The NPSS is a 47,000 foot long pipeline that begins on the west side of Paradise Valley, collects wastewater from homes and businesses from Casper, Bar Nunn, Mills, and several Water & Sewer, and Improvement & Service Districts, and conveys the wastewater to the Sam Hobbs Regional Wastewater Treatment Plant (WWTP). The interceptor ranges in diameter from 24 to 54 inches and is constructed of unlined reinforced concrete pipe (RCP). The pipeline was designed and constructed during the early 1980's, at a time when Casper was expected to grow significantly. The interceptor was sized to accommodate the anticipated growing population. However, Casper did not experience the growth expected, leaving a pipeline that is oversized and underutilized. Low, slow flows in the interceptor allow for the creation of hydrogen sulfide gas (H<sub>2</sub>S), a chemical that is toxic and highly corrosive to concrete pipe. Concerns regarding the extent of corrosion in the interceptor prompted a risk-based condition assessment of the NPSS.

CH2M HILL Engineering Inc. conducted the NPSS Condition Assessment Study in two phases. During Phase I of the study, each manhole along the pipeline was inspected. Additionally, a pole mounted zoom camera was used to visually inspect 25-75 feet of pipeline in both directions out of each manhole. During this initial assessment, just over 12,000 feet of pipeline was identified as potentially having extensive corrosion. During Phase II of the study, these pipes were televised using closed circuit television (CCTV), which provided more comprehensive pipeline condition data. Additionally, core samples of the pipe walls were taken and tested to determine pipe integrity at two locations expected to have a high degree of corrosion.

The final report of the NPSS Condition Assessment Study identified three areas of capital improvements that are necessary to extend the dependable service life of the NPSS: 1) drop connection improvements, 2) pipeline rehabilitation, and 3) manhole rehabilitation. Drop connections are pipes that drop wastewater from a tributary sewer pipeline into the interceptor. Currently, three of these connections cause turbulence at the junction, which releases increased amounts of H<sub>2</sub>S gas and accelerates deterioration. Drop connection improvements will limit turbulence and retard corrosion of the adjacent RCP. Reconstruction of these drop connections is estimated to cost \$530,000.

Trenchless pipeline rehabilitation was recommended for 10,696 feet of interceptor pipeline that either displayed signs of advanced H<sub>2</sub>S corrosion, pipe wall loss of more than one inch, exposed pipe reinforcement, and other major structural flaws, or had notable corrosion and was adjacent to a high priority area. Depending on the technology used, the project may include a combination of temporary installation pits, new manhole structures, and/or surface restoration. Pipeline cleaning, bypass pumping, and appropriate odor control measures must also be incorporated into the rehabilitation design. The estimated cost for the pipeline rehabilitation is \$6,070,000.

Finally, it was recommended that all connected manhole structures on the pipelines identified for improvements also be rehabilitated. This includes chemical grouting, coating, and corrosion proof lining of 44 manholes. These improvements may extend the life of the manholes 30-40 years. The estimate for manhole rehabilitation is \$275,000.

The total NPSS rehabilitation cost is estimated at \$6.875 million. Assuming standard design costs of 10% and a construction administration cost of 8%, the total project cost is anticipated to be just over \$8,000,000.

A facility for liquid phase chemical treatment and corrosion mitigation was completed in FY17 to help inhibit further degradation of the pipeline from hydrogen sulfide gas. In the past, summertime flushing flows from the Paradise Valley wells were used to help control H<sub>2</sub>S generation in the NPSS, but these flushing flows are high in selenium.

Combined, these capital improvements and corrosion mitigation will save tens of millions of dollars in future pipe repairs and replacements while extending the service life of the pipeline another 30+ years.

Through Resolution 19-199, adopted by Council on October 1, 2019, the City submitted a loan application for an \$8,000,000 Clean Water State Revolving Fund Loan for 20 years with 25% principal forgiveness. The SLIB has approved the loan which will be finalized upon execution of the loan documents.

#### Financial Considerations

The CWSRF loan will be for \$8 M and will be eligible for 25% principal forgiveness.

#### Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Bruce Martin, Public Utilities Manager

Attachments

Resolution

State Clean Water State Revolving Fund Loan Agreement CW180

**STATE OF WYOMING  
CLEAN WATER STATE REVOLVING FUND  
CW180**

**LOAN AGREEMENT**

**RECITALS**

1. The State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (hereinafter "Board"), on June 6, 2019, in the normal course of business, authorized a Clean Water State Revolving Fund Loan (hereinafter the "Loan") in the amount of Eight Million Dollars and No/100 (\$8,000,000.00) to the City of Casper, Natrona County, Wyoming (hereinafter "Borrower") for the purpose North Platte Sanitary Sewer Rehabilitation (hereinafter "Project").

2. The Loan is to be secured by the Borrower with the pledge and assignment of revenues from the Wastewater Treatment Plant Fund user charges and collected Wastewater Treatment Plant system investment charges to be used for the annual loan payments which the Borrower will make to the Clean Water State Revolving Fund (CWSRF). This assignment will be in effect for the "Loan Term" of Twenty (20) years, commencing with April 1, 2020, or until the Loan secured hereby has been repaid in full. A copy of said Assignment and Pledge of Revenues is attached to this Agreement and incorporated herein by this reference. The pledge and assignment by the Borrower shall not be subordinate to any other pledge or assignment of such revenues.

Now, therefore, for and in consideration of the Loan by the Board, the Borrower agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein.

**A. LOAN AMOUNT, REPAYMENT AND PRINCIPAL FORGIVENESS**

For value received, the Borrower agrees to pay to the order of the Board the principal sum of Eight Million Dollars and No/100 (\$8,000,000.00) together with interest thereon at the rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed Two Million Dollars and No/100 (\$2,000,000.00). ***The principal forgiveness is contingent upon the Borrower completing a first loan draw within eighteen (18) months of the effective date of the loan agreement and continuing to make loan draws at least quarterly until the project is complete. Failure of the Borrower to comply with any of the terms or conditions in this Loan Agreement shall result in the awarded Principal forgiveness being forfeited.*** The Borrower will be required to pay the accrued loan interest in full at the time of the principal forgiveness award. A copy of the Promissory Note setting forth specific conditions and terms is attached hereto and incorporated herein by reference and all references to this Loan Agreement herein shall be deemed to include the Note.

## B. OTHER TERMS AND CONDITIONS

### 1. DBE Utilization Report.

The Borrower agrees to submit the DISADVANTAGED BUSINESS ENTERPRISE BIDDER GOOD FAITH EFFORT DOCUMENTATION and the DBE NOTIFICATION OF INTENT TO SUB-CONTRACT forms to the Department of Environmental Quality (DEQ) CWSRF Section. These forms must be submitted to the DEQ for approval prior to awarding the construction contract. These forms can be obtained by contacting the Department of Environmental Quality (DEQ).

### 2. Equal Employment Opportunity.

The Borrower must, at a minimum, include in contracts the seven equal employment clauses of the Presidential Executive Order No. 11246.

### 3. "Fair Share Goal".

The Borrower agrees to establish a "Fair Share Goal" percentage of not less than 3% of the prime contract and subcontract(s) awarded for this project with the Office of State Lands and Investments (OSLI) and DEQ before the Borrower begins the process to award any contracts under this agreement.

The Borrower must, at a minimum, take the six affirmative steps to ensure to the fullest extent possible that at least the negotiated "Fair Share Goal" percentage of loan funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities.

The Borrower agrees to include in its bid documents a "3% Fair Share Goal" percentage and require all of its prime contractors to include in their bid documents for subcontracts a "3% Fair Share Goal" percentage.

### 4. Davis-Bacon Wage Act.

(a) The Borrower covenants and agrees that all laborers and mechanics employed by contractors and subcontractors on the project, funded directly by or assisted in whole or in part by this Loan, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All pertinent information related to compliance with labor standards, including prevailing wage rates, may be obtained from the Department of Labor.

(b) Documentation must be retained for three (3) years after project completion and made available to the OSLI and the DEQ upon request. The Borrower must certify to the best of the City's knowledge and belief that this

project complies with section 513 of the Clean Water Act, and that all laborers and mechanics employed by contractors and subcontractors during the reporting period were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met. Such certification shall be obtained on loan draft request forms provided by the OSLI. The Borrower must acknowledge prior to the bidding of the project the receipt of the Guidance requirements provided by the DEQ at the following website: <http://deq.state.wy.us/wqd/www/SRFindex.asp> to the OSLI. At the time of bidding, the Borrower must confirm that all applicable Guidance requirements are being met.

5. American Iron and Steel.

The Borrower covenants and agrees that no funds from this Loan may be used for this project unless all of the iron and steel used in the project are produced in the United States, unless a waiver is provided to the recipient by the Environmental Protection Agency (EPA). The Borrower shall comply with all regulations and guidance issued by EPA and DEQ regarding this requirement.

6. Initiating Operations /Substantial Completion Notification.

The Borrower must notify the OSLI and the DEQ in writing within thirty (30) days of the date of initiating operations or substantial completion of construction under this Project. The Borrower must start repayment of the Loan within one (1) year of initiation of operations or substantial completion of this Project, whichever date occurs first.

7. Disbursement of Loan Proceeds.

The Loan proceeds shall be disbursed in minimum draws of \$1,300. Requests for disbursement shall be submitted on a form provided by the OSLI. Requests for disbursement shall only be for project costs which have been incurred and shall be subject to review by OSLI and DEQ. The Borrower shall make payment for loan draft request invoices within forty five (45) days of receipt of reimbursement from the OSLI. If for any reason the Borrower is unable to comply, the Borrower must notify the OSLI immediately.

8. Source of Repayment Pledge.

The Borrower irrevocably pledges the source of repayment described in this Loan Agreement for the punctual payment of the principal and the interest on the Loan, and any and all other amounts due under this Loan Agreement.

9. Performance Under Loan Agreement.

The Borrower covenants and agrees (i) to maintain its wastewater system in good repair and operating condition and (ii) to cooperate with the OSLI and DEQ in its observance and performance of the respective duties, covenants, obligations and agreements of the Borrower under this Loan Agreement.



10. Completion of Project and Provisions of Moneys Therefore.

The Borrower covenants and agrees (i) to exercise commercially reasonable efforts in accordance with prudent sewer system practice to complete the Project and to accomplish such completion on or before the estimated Project completion date set forth in the current Project schedule approved by the Project Engineer and hereby made a part hereof; and (ii) to provide all other moneys, in excess of the total amount of the Loan, required to complete the Project.

11. Disposition of Wastewater System.

The Borrower covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of its wastewater system or any other system which provides revenues for upkeep and maintenance of the wastewater system except on ninety (90) days' prior written notice to the OSLI and DEQ and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Borrower, with the prior written approval of the Board, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Exhibit A, Item 6 to the purchaser or lessee of the wastewater system which must be an eligible political subdivision as defined in the CWSRF Rules and Regulations, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement; and (ii) the Board, in its reasonable discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Borrower or its assignees to meet its duties, covenants, obligations and agreements under the Loan Agreement, (B) any agreement entered into by the Board, or any condition of any grant received by the Board from the United States of America which is related to any capitalization grant received by the Board under the Clean Water Act.

12. Records; Accounts.

The Borrower shall keep accurate records and accounts for its wastewater system (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be maintained in accordance with generally accepted government accounting standards and, at a minimum, the Borrower shall have annual financial statements prepared by an independent party. The OSLI may require system records to be audited annually by an independent accountant, in which case the audit may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by the OSLI and DEQ at any reasonable time, and a copy of the financial statement or the independent annual audit, including all written comments and recommendations of such accountant, shall be furnished to the OSLI by the end of the calendar year. The Borrower agrees that if it expends an aggregate amount of Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Borrower agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Loan, the Borrower shall provide one (1) copy of the audit report to the State and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the State's records.

13. Inspections; Information.

The Borrower shall permit the OSLI and DEQ, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property, including the wastewater system if any, constituting the project, and to inspect and make copies of any accounts, books and records, including (without limitation) its System Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the OSLI, and DEQ may reasonably require in connection therewith. The Borrower shall inform the OSLI and DEQ of any changes, irregularities, and/or problems. These may include but are not limited to: change orders, Davis-Bacon related issues, contract interpretation issues, withholding liens, and scheduling alterations.

14. Cost of the Project.

The Borrower certifies that the cost of the Project, as listed in the Application for Financial Assistance, is a reasonable and accurate estimation and upon direction of the OSLI or DEQ, as the case may be, shall supply the same with a certificate from its engineer stating that such is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project and other money that would, absent the Loan, have been used to pay the cost of the Project. Borrower acknowledges and agrees that loan funds are provided by the U.S. Environmental Protection Agency, Clean Water Act, CFDA #66.458, through the State Clean Water State Revolving Fund Loan Program, administered by the OSLI and the Board. Borrower agrees to report receipt of such funds as Federal Funds pursuant to the Federal Single Audit Act, as amended, and revised OMB Circular A-133.

15. Reimbursement for Ineligible Costs.

The Borrower shall promptly reimburse the OSLI for any portion of the Loan which is funded, but which is subsequently determined to be a cost of the wastewater system which is not eligible for funding, from cash draws under the State Clean Water State Revolving Fund. Such reimbursement shall be promptly repaid to the OSLI upon written request of the OSLI.

16. Advertising.

The Borrower agrees not to advertise the project for bids until plans and specifications, including but not limited to, engineer's cost estimate, with bid extensions and detailed cost estimates, which should include estimated costs of major components for the project have been approved by the DEQ.

17. User Charges.

The Borrower shall establish, levy and collect rents, rates and other charges for products and services provided by its wastewater system, which rents, rates, and other charges shall be at least sufficient: (A) to meet the operation and maintenance expenses of its wastewater system, including any reserve or replacement fund established by the Borrower for the sound fiscal management and/or for maintenance of the wastewater system, (B) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or

other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued by the Borrower or any other contractual obligations incurred by the Borrower, (C) to pay the debt service requirements on all other bonds, notes or other subordinated evidences of indebtedness whether now outstanding or incurred in the future issued to finance improvements to the wastewater system and to make any other payments required by law which are payable from funds pledged to the payment of the Loan Agreement, (D) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Borrower, including, without limitation, this Loan Agreement, and (E) to pay all other amounts payable from or constituting a lien or charge on the funds pledged to the payment of the Loan. The Borrower also agrees that such system of user charges will be maintained at all times that this Loan Agreement is in effect.

During the Loan Term, the Borrower will establish a system of user charges to assure each recipient of wastewater system services from the wastewater system will pay such recipient's proportionate share of the cost of operation and maintenance, including replacement of the wastewater system and the Borrower also agrees that such system of user charges will be maintained.

18. Commencement of Construction.

Within twenty-four (24) months after the execution date of this agreement, the Borrower shall expeditiously initiate the project and complete construction in accordance with the approved schedule. The Borrower shall receive OSLI, and DEQ written approval before implementing changes which delay the project schedule. In the event an extension is not approved or the project is not under construction within twenty-four (24) months after the execution date of this agreement, OSLI will give written notice that the commencement of construction has exceeded the period allowed and the Loan will be considered closed and repayments (if any) will start within one year of the notice.

19. Project Ending Date.

The Borrower covenants and agrees that it will draw all funds on this Loan by 12/31/2023. In the event the Borrower is unable to draw all the funds by this date, the Borrower may request an extension from OSLI, at least ninety (90) days prior to this date. If the Borrower fails to draw all of its eligible Loan funds by 12/31/2023, or received an extension from OSLI, then those funds will no longer be available and the Loan will be closed. Any remaining Loan funds will revert back to the Board.

20. Interest in Project Site.

As a condition of the Loan, the Borrower hereby warrants to the satisfaction of the OSLI and DEQ, before advertising for bids for construction, that the Borrower has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and right-of-ways, sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

21. Archaeological Artifacts.

In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Borrower shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historic Preservation Office, and DEQ of such unearthing and follow all applicable state and federal laws and regulations governing such occurrences. The Borrower may wish to hire a qualified archaeologist to monitor construction activities. If the Project must be stopped for any reason given in this section, the parties will negotiate a good-faith extension to the project ending date and draw down dates specified in this Agreement.

22. Operation and Maintenance of Wastewater System.

The Borrower covenants and agrees that it shall, in accordance with prudent wastewater system practice, (i) at all times operate the properties of its wastewater system and any business in connection therewith in a commercially reasonable manner, (ii) maintain its wastewater system in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterment and improvements with respect to its wastewater system so that at all times the business carried on in connection therewith shall be reasonably conducted; provided, however, this covenant shall not be construed as requiring the Borrower to expend any funds which are derived from sources other than the operation of its wastewater system, and provided further, that nothing herein shall be construed as preventing the Borrower from doing so.

23. Binding Effect.

This Loan Agreement shall inure to the benefit of and shall be binding upon the Board and the Borrower, their respective successors and assigns.

24. Severability.

In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

25. Floodplain Management.

The Borrower will comply with the floodplain management standards of the National Flood Insurance program.

26. Additional Covenants and Requirements.

If necessary in connection with the Board's issuance of the Loan, additional covenants and requirements will be included on Exhibit A to, and hereby made part of, this Loan Agreement. The Borrower agrees to observe and comply with each such additional covenant and requirement, if any, included on Exhibit A on the date of the Loan Closing. The parties agree to comply with all applicable federal, state, and local laws related to this Project and the Loan Agreement.

27. Sovereign and Governmental Immunity.

The State of Wyoming, the Wyoming Office of State Lands and Investments, the Wyoming State Loan and Investment Board and the Borrower do not waive sovereign or governmental immunity by entering into this agreement, and specifically retain immunity and all defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101 *et seq.* and all other state law.

IN TESTIMONY WHEREOF, I, Mark Gordon, President of the Wyoming State Loan and Investment Board, have executed these presents and caused the official seal of the Wyoming State Loan and Investment Board of the State of Wyoming to be affixed hereto at the City of Cheyenne, State of Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WYOMING STATE LOAN AND INVESTMENT BOARD

BY: \_\_\_\_\_  
Governor Mark Gordon

ATTEST:

\_\_\_\_\_  
Jenifer E. Scoggin, Director  
Office of State Lands and Investments

City of Casper

BY: \_\_\_\_\_  
Steven K. Freel, Mayor

ATTEST:

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

Attorney General's Office Approval as to Form:

Megan Pope  
Megan Pope, Senior Assistant Attorney General

## EXHIBIT A

### ADDITIONAL COVENANTS AND REQUIREMENTS

1. Certification from the engineer must be furnished prior to commencement of operation stating that the Project was materially constructed as shown in the plans submitted or a justification by the engineer and/or operating entity of any changes that were made.
2. The Borrower must comply with all applicable City and/or County regulations prior to construction.
3. The Borrower will comply with all requirements and mitigation efforts required by the applicable environmental assessment documents.
4. The Borrower will immediately increase sewer rates as necessary to comply with the user charge covenant requirement of the Loan Agreement.
5. The Borrower, subsequent to bid opening and prior to initiating construction, shall submit to DEQ a construction schedule with key construction dates.
6. Assignment by the City of Casper. This Loan Agreement cannot be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (a) the Board shall have approved said assignment in writing; (b) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, agreements and obligations under the Loan Agreement; (c) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Borrower under the Loan Agreements; (d) the OSLI shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Board with, or condition of any grant received by the Board from, the United States of America which is related to any capitalization grant received by the Board under the Clean Water Act.

Applicant: City of Casper, Wyoming

Project Name: North Platte Sanitary Sewer Rehabilitation

**PROJECT TIMELINE**

<b>Task</b>	<b>Date</b>	<b>Actual/Estimate</b>
1. Contract documents submitted to SRF Staff for approval	06/01/20	Estimate
a) Apply for DEQ Permit to Construct	06/15/20	Estimate
b) All permits, easements, Right of Ways approved or finalized/signed	08/31/20	Estimate
2. Publish call for bids approved by SRF Staff	09/07/20	Estimate
3. Construction start date	11/02/20	Estimate
4. Substantial completion date	05/03/20	Estimate
5. Construction end date	06/01/21	Estimate

City of Casper - CW180

Loan Amortization Report

Num	Date	Principal	Rate	Interest Rates				Disbursements	Current Balance	Contracted Bal
				Start Date	End Date	Interest Rate	Fee Rate			
				10/18/2019	04/01/2040	2.500000	0.000000			
				Interest	Fees	Total				
1	04/01/2020	\$ 430,985.25	2.500000	\$ 82,191.78	\$ 0.00	\$ 513,177.03		-\$ 430,985.25	\$ 7,569,014.75	
2	04/01/2021	\$ 326,543.79	2.500000	\$ 186,633.24	\$ 0.00	\$ 513,177.03		-\$ 757,529.04	\$ 7,242,470.96	
3	04/01/2022	\$ 334,595.55	2.500000	\$ 178,581.48	\$ 0.00	\$ 513,177.03		-\$ 1,092,124.59	\$ 6,907,875.41	
4	04/01/2023	\$ 342,845.86	2.500000	\$ 170,331.17	\$ 0.00	\$ 513,177.03		-\$ 1,434,970.45	\$ 6,565,029.55	
5	04/01/2024	\$ 351,299.59	2.500000	\$ 161,877.44	\$ 0.00	\$ 513,177.03		-\$ 1,786,270.04	\$ 6,213,729.96	
6	04/01/2025	\$ 359,961.77	2.500000	\$ 153,215.26	\$ 0.00	\$ 513,177.03		-\$ 2,146,231.81	\$ 5,853,768.19	
7	04/01/2026	\$ 368,837.54	2.500000	\$ 144,339.49	\$ 0.00	\$ 513,177.03		-\$ 2,515,069.35	\$ 5,484,930.65	
8	04/01/2027	\$ 377,932.16	2.500000	\$ 135,244.87	\$ 0.00	\$ 513,177.03		-\$ 2,893,001.51	\$ 5,106,998.49	
9	04/01/2028	\$ 387,251.04	2.500000	\$ 125,925.99	\$ 0.00	\$ 513,177.03		-\$ 3,280,252.55	\$ 4,719,747.45	
10	04/01/2029	\$ 396,799.70	2.500000	\$ 116,377.33	\$ 0.00	\$ 513,177.03		-\$ 3,677,052.25	\$ 4,322,947.75	
11	04/01/2030	\$ 406,583.80	2.500000	\$ 106,593.23	\$ 0.00	\$ 513,177.03		-\$ 4,083,636.05	\$ 3,916,363.95	
12	04/01/2031	\$ 416,609.15	2.500000	\$ 96,567.88	\$ 0.00	\$ 513,177.03		-\$ 4,500,245.20	\$ 3,499,754.80	
13	04/01/2032	\$ 426,881.71	2.500000	\$ 86,295.32	\$ 0.00	\$ 513,177.03		-\$ 4,927,126.91	\$ 3,072,873.09	
14	04/01/2033	\$ 437,407.56	2.500000	\$ 75,769.47	\$ 0.00	\$ 513,177.03		-\$ 5,364,534.47	\$ 2,635,465.53	
15	04/01/2034	\$ 448,192.95	2.500000	\$ 64,984.08	\$ 0.00	\$ 513,177.03		-\$ 5,812,727.42	\$ 2,187,272.58	
16	04/01/2035	\$ 459,244.28	2.500000	\$ 53,932.75	\$ 0.00	\$ 513,177.03		-\$ 6,271,971.70	\$ 1,728,028.30	
17	04/01/2036	\$ 470,568.11	2.500000	\$ 42,608.92	\$ 0.00	\$ 513,177.03		-\$ 6,742,539.81	\$ 1,257,460.19	
18	04/01/2037	\$ 482,171.16	2.500000	\$ 31,005.87	\$ 0.00	\$ 513,177.03		-\$ 7,224,710.97	\$ 775,289.03	
19	04/01/2038	\$ 494,060.31	2.500000	\$ 19,116.72	\$ 0.00	\$ 513,177.03		-\$ 7,718,771.28	\$ 281,228.72	
20	04/01/2039	\$ 281,228.72	2.500000	\$ 6,934.41	\$ 0.00	\$ 288,163.13		-\$ 8,000,000.00	\$ 0.00	
<b>Totals:</b>		<b>\$ 8,000,000.00</b>		<b>\$ 2,038,526.70</b>	<b>\$ 0.00</b>	<b>\$ 10,038,526.70</b>		<b>\$ 0.00</b>		



**STATE OF WYOMING**  
**CLEAN WATER STATE REVOLVING FUND**  
Loan #CW180

**PROMISSORY NOTE**

\$8,000,000.00 \_\_\_\_\_, 2020

For value received, the City of Casper, Natrona County, Wyoming, (hereinafter "Borrower") promises to pay to the order of the Wyoming State Loan & Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of Eight Million Dollars and No/100 (\$8,000,000.00) together with interest at a rate of two and one-half percent (2.5%) percent per annum, in the manner and from the revenue as is more particularly set forth below. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed Two Million Dollars and No/100 (\$2,000,000.00). ***The principal forgiveness is contingent upon the Borrower completing a first loan draw within eighteen (18) months of the effective date of the loan agreement and continuing to make loan draws at least quarterly until the project is complete. Failure of the Borrower to comply with any of the terms or conditions in this Note shall result in the awarded Principal forgiveness being forfeited.*** The Borrower will be required to pay the accrued loan interest in full at the time of the principal forgiveness award.

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

Attached hereto is a preliminary amortization schedule of the principal and interest payments due from the Borrower pursuant to this Note. Pursuant to the Loan Agreement, the Parties understand that the First Payment Due Date will be on or before a date which is one (1) year after substantial completion or initiation of operations of the project whichever date occurs first. Prior to the First Payment Due Date, the amount of principal forgiveness shall be applied to the Promissory Note amount and the Note and the amortization schedule shall be amended to reflect the amount of principal forgiveness. The amount of the first payment due under the Note will include accrued interest on disbursements. In the event the Borrower does not borrow the entire sum of Eight Million Dollars and No/100 (\$8,000,000.00), the Parties agree to amend the Note and amortization schedule to reflect the principal sum actually borrowed by the Borrower with all of the other terms of Note remaining the same.

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

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

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

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

In the event of suit to enforce payment of this Note for any installment, interest, or part thereof, the undersigned maker agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorney's fees and costs.

City of Casper

BY: \_\_\_\_\_  
Steven K. Freel Mayor

ATTEST:

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

**STATE OF WYOMING**  
**CLEAN WATER STATE REVOLVING LOAN FUND**  
Loan #CW180

**ASSIGNMENT AND PLEDGE OF REVENUES**

For value received, the City of Casper, Natrona County, Wyoming (hereinafter "Borrower") does hereby assign and pledge to the Wyoming State Loan & Investment Board at Cheyenne, Wyoming all revenues generated from the Wastewater Treatment Plant Fund user charges and collected Wastewater Treatment Plant system investment charges as reimbursement for the annual loan payments which the Borrower will make to the Clean Water State Revolving Fund necessary to meet their amortized annual payment of principal and interest obligation as set forth in the schedule for repayment of this Promissory Note. This assignment will be in effect until the Clean Water State Revolving Fund Loan of Eight Million Dollars and No/100 (\$8,000,000.00), has been paid in full or, if a lesser sum is actually borrowed, until such lesser sum, as secured hereby has been repaid in full. The Assignment and Pledge of Revenues granted by this Assignment shall not be subordinate to any other pledge or assignment of such revenues by the Borrower.

IN WITNESS, the City of Casper, Natrona County, Wyoming has caused this Assignment to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

City of Casper

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

Steven K. Freel Mayor

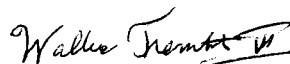
ATTEST:

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

APPROVAL AS TO FORM

I have reviewed the attached *State of Wyoming Clean Water Revolving Fund CW180 Loan Agreement* for the North Platte Sanitary Sewer Rehab Project and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 10, 2020.



Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO. 20-21

A RESOLUTION AUTHORIZING THE EXECUTION OF LOAN DOCUMENTS WITH THE STATE LOAN AND INVESTMENT BOARD FOR THE PURPOSE OF THE NORTH PLATTE SANITARY SEWER REHABILITATION PROJECT.

WHEREAS, the Governing Body for the City of Casper desires to participate in the State Revolving Fund program to assist in financing the North Platte Sanitary Sewer Rehabilitation Project (the "Project"); and,

WHEREAS, the Governing Body for the City of Casper recognizes the need for this project; and,

WHEREAS, the Governing Body of the City of Casper, Wyoming through Resolution 19-199 dated October 1, 2019, submitted a loan application to the State Loan and Investment Board for a \$8,000,000 Clean Water State Revolving Fund Loan for 20 years with 25% principal forgiveness; and,

WHEREAS, the State Loan and Investment Board has awarded the City of Casper the amount of \$8,000,000 at 2.5% interest for 20-years with 25% principal forgiveness for the North Platte Sanitary Sewer Rehabilitation Project; and,

WHEREAS, the Governing Body for the City of Casper plans to repay the State Revolving Fund Loan from the following sources: 1) Wastewater Treatment Plant Fund user charges; and 2) Collected Wastewater Treatment Plant system investment charges; and,

WHEREAS, the State Loan and Investment Board requires the City to execute loan documents for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest loan documents with the State Loan and Investment Board for the purpose of receiving an \$8,000,000 loan from the Clean Water State Revolving Fund to assist in funding the City of Casper North Platte Sanitary Sewer Rehabilitation Project, more particularly described in said loan documents, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

(SRF Loan Documents – North Platte Sanitary Sewer Rehabilitation Project)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

January 6, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Parks and Recreation Director  
Randy Norvelle, Parks Manager

SUBJECT: Terminating the Lease Agreement with Cowboy Smokehouse, LLC, dba 19<sup>th</sup> Hole, for the Second Floor of the Clubhouse at the Casper Municipal Golf Course.

Meeting Type & Date  
Regular Council Meeting  
January 21, 2020

Action type  
Resolution

Recommendation  
That Council, by resolution, terminate the Concessionaire Lease Agreement with Cowboy Smokehouse, LLC, dba 19<sup>th</sup> Hole, for the second floor of the clubhouse at the Casper Municipal Golf Course.

Summary  
The City of Casper entered into a Lease Agreement with Cowboy Smokehouse, LLC, on March 27, 2018. The Lease Agreement (“lease”) is for the operation of the Casper Municipal Golf Course concessions on the second floor of the clubhouse. The lessee has failed to pay rent in accordance with Article 3 of the lease and has not made a payment to the City of Casper since September 2018. Lessee currently owes the City of Casper \$ 3,893.37 in back rent from October 1, 2018 – October 31, 2019 and a unknown amount for November and December 2019 due to not receiving any financial reports. Numerous failed attempts have been made with lessee for payment. Staff will continue to make attempts to collect what is owed to the City. At this point, staff does not want the amount owed to continue to grow.

The lease allows the City of Casper to immediately terminate the lease, provided that the City provides the written notice. Since Council signed the Lease, and no-one is delegated in the Lease as having authority to give the written notice to terminate, Council will need to terminate the lease via resolution and sign the notice of termination.

Financial Considerations  
The terminated lease will cost \$288.00 in advertising fees for the Request for Proposals; this will be paid for out of the advertising line at the golf course. Staff plans to issue a new lease for operation of the concessions on the second floor of the Casper Municipal Golf Course Clubhouse.

Oversight/Project Responsibility

Tim Cortez, Parks and Recreation Director

Randy Norvelle, Parks Manager

Jason Ostland, Golf Course Superintendent

Attachments

Resolution

Letter of Termination

Lease Agreement



January 22, 2020

Patrick Munsell, Owner  
Cowboy Smokehouse, LLC, DBA 19<sup>th</sup> Hole  
P.O. Box 2572  
Mills, Wyoming, 82644

**TERMINATION OF LEASE AGREEMENT**

Dear Mr. Munsell:

Please be advised that the City of Casper is terminating the lease agreement with Cowboy Smokehouse, LLC, DBA 19<sup>th</sup> Hole, dated March 27, 2018, concerning the concessionaire operations at the Casper Municipal Golf Course. These premises are more specifically identified in the lease agreement as follows:

“The entire second floor of the City of Casper Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard, Casper, Wyoming. Said second floor consists of entryways, dining room, verandas, staircase, closets, restrooms, bar, office, kitchen, upper rear deck, and storage rooms; together with equipment, fixtures, and furniture therein contained; expressly excluding the downstairs Pro Shop, office, locker rooms, restrooms, workshop, garage, and storage areas.”

The lease agreement is being terminated for failure to pay lease fees described in Section 3 thereof, and this is written notice termination as required by Section 18 A. 1. As such, your lease is terminated effective January 28, 2020, at 8:00 a.m. On that date, please deliver full possession of the leased premises, free of all your goods and possessions. All keys to the premises will also be required to be turned over.

Rent for the premises is due and payable through and including the termination date.

Thank you for your cooperation.

Sincerely,

Steven K. Freel, Mayor  
City of Casper

LEASE AGREEMENT  
FOR THE  
OPERATION OF THE 19<sup>TH</sup> HOLE RESTAURANT  
AT THE  
CASPER MUNICIPAL GOLF COURSE

THIS LEASE, entered into this 27<sup>th</sup> day of March, 2018, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, with offices located at 200 N. David St., Casper, Wyoming 82601, referred to hereinafter as "Lessor," and Cowboy Smokehouse, LLC, DBA 19<sup>th</sup> Hole, with a PO Box of 2572 Mills, Wyoming 82644, referred to hereinafter as the "Lessee".

IN CONSIDERATION of the lease, rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth in this Agreement, the following-described property (the "leased premises"), to wit:

The entire second floor of the City of Casper Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard, Casper, Wyoming. Said second floor consists of entryways, dining room, veranda, staircase, closets, restrooms, bar office, kitchen, upper rear deck, and storage rooms; together with equipment, fixtures, and furniture therein contained; expressly excluding the downstairs Pro Shop, office, locker rooms, restrooms, workshops garage, and storage areas.

The City of Casper Municipal Golf Course, as described by the perimeter fence enclosing the course, for the limited purpose of selling food, alcoholic beverages, and soft drinks.

The Lessor specifically approves the sales of alcoholic liquor and malt beverages by the Lessee on the Golf Course subject to applicable law, and extends this lease to the entire Golf Course for that limited purpose. All golf activities will continue to be conducted by the Lessor which will be the primary activity at the Golf Course; and Lessee agrees not to interfere with same.

The parties understand that the Lessor, as a political subdivision holds a Golf Club Limited Liquor License for sale of alcohol on the Golf Course. Lessee, pursuant to the term of W.S. § 12-5-201(g) will be providing the food and beverage services, including the sale of alcohol under this lease under and pursuant to the Lessor's Golf Club Limited Liquor License.

THE "LEASED PREMISES" ARE LEASED TO LESSEE "AS IS", WITHOUT WARRANTY. LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR

IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE PROPERTY BEING LEASED TO LESSEE PURSUANT TO THIS AGREEMENT, OR ITS SUITABILITY FOR ITS USE FOR ANY PARTICULAR PURPOSE. BY SIGNING THIS LEASE AGREEMENT, LESSEE STATES AND AGREES IT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION.

2. LEASE TERM:

The term of this lease shall commence on April 1, 2018, and unless sooner terminated as provided herein, shall terminate and be of no further force or effect between the parties at midnight on March 31, 2021.

3. LEASE FEES:

Lessee shall pay Lessor a fee of three percent (3%) of the gross receipts per month for all business transacted at the 19<sup>th</sup> Hole Restaurant from April 1, 2018 through March 31, 2019. This fee will increase to four percent (4%) on April 1, 2019 through March 31, 2020, then again increase to five percent (5%) on April 1, 2020 through March 31, 2021. Gross receipts are defined as total receipts, less sales tax. All fees are due and payable to the Lessor on or before the 5<sup>th</sup> day of each month of this lease. Lessee's failure to pay Lessor the above described fee on or before the 10<sup>th</sup> day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.

4. PURPOSE:

It is the intent of the parties that the leased premises are being leased to Lessee for the sole and only purpose of operating a Municipal Golf Course Restaurant/Bar facility. All right, title, and interest in and to the Golf Course Limited Liquor License shall remain the sole and separate property of the City of Casper as the Lessor during and upon the termination of this lease. Lessee shall provide a food, beverage, and concession service level which maximizes the patronage of the golfing community and general public. Lessee shall employ and supervise a person, or persons, who can order, purchase, dispense, inventory, track, control, and handle the waste stream of all products, materials, and supplies involved in the 19th Hole Restaurant, course concession, bar/lounge, dining room service, and maintenance functions. Lessee shall be reliable, responsible, and responsive to the needs of the customers, patrons, and the City of Casper, including hours of operation, to maximize revenues to the City of Casper.

5. OBSERVANCE OF LAWS, RULES, AND REGULATIONS:

- A. The Lessee's operations under this Lease and its related activities shall be conducted in a safe manner and shall conform to all federal, state, county, and municipal laws, and all regulations thereof.
- B. The Lessee shall also abide by all rules, regulations, and directives prescribed by the Casper Municipal Golf Course. The Lessee shall obtain all applicable

licenses and permits for its operations, and for making repairs, alterations, or improvements.

6. PERMITS, LICENSES, AND TAXES:

Lessee shall comply with all requirements of federal, state, and local laws and regulations pertinent to or affecting the handling, sale, and disposal of food, beverage (alcoholic and non-alcoholic), tobacco, and other goods or merchandise served or sold. The Lessee shall at his own expense and cost, procure and keep in force during the entire period of the lease all permits and licenses required by such laws and regulations (excluding the liquor license held by the Lessor).

7. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of the lease term, Lessee shall procure and maintain for the duration of the lease term, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by the Lessee, 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): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.**
2. **Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per occurrence for bodily injury and property damage.**
3. **Workers' Compensation: as required by the State of Wyoming with Statutory Limits.**
4. **Professional Liability (Errors and Omissions) Insurance appropriate to the Lessee'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. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.**

C. *Higher Limits.* If the Lessee maintains higher limits than required under this Agreement, then the Lessor shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Lessor, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 2010 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Lessor. Such notice to the Lessor shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee 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 Lessor has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Lessor. Unless otherwise approved by the Lessor in writing, any deductible may not exceed Five Thousand Dollars (\$5,000). Unless otherwise approved in writing by the Lessor, self-insured retentions may not exceed Five Thousand Dollars (\$5,000), and the Lessor may require the Lessee to provide proof of

ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Lessor.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of this lease or the beginning of operations, whichever comes first.

b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the lease term. However, Lessee's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Lessee must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Lessee shall furnish the Lessor with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Lessor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Lessee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Lessee shall ensure that the Lessor is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

Lessor 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.

E. Lessee agrees to indemnify the Lessor, the Lessor's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Lessee and any subcontractor thereof.

- F. The parties recognize that the insurance requirements herein are the maximum liabilities which may be imposed on the City under Wyoming statutes 1-39-101 *et seq.* If the maximum liability allowed by law is altered, either during the term of this lease or any subsequent term(s), the Lessee's insurance shall be amended to provide insurance in an amount equal to or greater than the maximum liability imposed by law.

8. ANNUAL OPERATIONS PLAN:

- A. The Lessee, after execution of this lease shall submit an ANNUAL OPERATIONS PLAN to the Lessor initially within thirty (30) days after the execution of this lease by all parties, and thereafter on or before January 1st of each term of this lease. The plan shall specify the responsible individual organizational contact(s), individual contact number(s), and mailing address(es); along with proposed/known annual activities list of parties, receptions, and proposed bar and restaurant menu selections, prices, other offerings, and the hours of operation. In the event the Lessor does not disapprove of the plan within thirty (30) days from the date of submission, the plan shall be considered approved.
- B. Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

9. ADVERTISING:

- A. Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter on the leased premises, subject to the Lessor's written approval.
- B. The parties agree that all advertising placed on the leased premises is owned by the Lessee and shall remain the property of the Lessee, and shall be subject to removal by the Lessee at the Lessor's request. Lessee agrees to indemnify and hold the Lessor harmless from any and all claims arising from such advertising, and also to any damage to the leased premise that is not properly repaired if and when the advertising is removed.

10. SUBLEASE ASSIGNMENT:

Lessee may not assign, sell, sublet, or transfer this lease agreement in whole or part without the prior written consent of the Lessor.

11. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased premises at all times for the purpose of maintenance, public safety, and other general inspections.

12. INVENTORY:

Within thirty (30) days of the execution of this lease by all parties hereto, and on or before January 1st of each term of this lease, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any City owned equipment from the facilities without express written permission from the Public Services Department Director or his designee.

13. BUSINESS RECORDS:

A. Lessee shall, with respect to all business done by it in the sales of food, beverages, catering, concessions, novelties, and related services; keep true and accurate accounts, records, and books; which among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and the gross receipts of said business and an aggregate amount of sales, services, orders, and all of Lessee's business expenses upon the leased premises.

B. Lessor and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books, and other data as to confirm gross receipts. Upon request, Lessee shall furnish the Lessor with verified financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

14. MAINTENANCE:

A. Lessee shall, during the time of this lease, or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities; and as necessary to adequately protect and serve spectators, guests, invitees, participants, and the general public; and shall at its sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of the Lessee, and at the sole discretion of the Lessor, the Lessor may provide reasonable maintenance of the lease premises and facilities; however, the cost of said maintenance shall be paid by the Lessee, as noted in the provisions below. Notice of required maintenance may be made by Lessor, and Lessee will abate the problem within seven (7) days, unless otherwise agreed by Lessor.

B. Lessor shall, during the term of this lease, or any renewals thereof, provide major premises and facilities repairs to electrical, mechanical, plumbing, heating, cooling,



ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, fencing, general building, and general land area amenities and systems, in-which each single-incident of repair exceeds Five Hundred Dollars (\$500.00) per occurrence. Lessee shall be responsible for providing all minor maintenance and repairs to the premises and facilities, in the previously noted systems and area amenity categories, in-which each single-incident of repair is less than Five Hundred Dollars (\$500.00) per occurrence and be responsible for making and paying for such repairs in a timely manner so as not to adversely affect major repairs, or the safe and proper operation of the facilities, or site. Each party, except in the case of an emergency, shall inform the other, prior to the repairs required, of the location, time, nature, necessity, company, and quoted price of the repair(s) that are being made to the leased premises and facilities.

15. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The Lessee, at its sole cost, risk, and expense may construct both temporary and permanent facilities and fixtures for its benefit, and the benefit of its customers. Such facilities and fixtures shall meet all applicable city, county, state, and federal regulations and such other requirements as may be prescribed by the Lessor.
- B. The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Lessor for approval in accordance with existing codes and or standards, prior to the purchase of materials or construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the later, for what period of time it will remain in use. The Public Services Department Director or his designee shall have the authority to approve or disapprove of such temporary or permanent facilities of fixtures placed upon the leased premises.
- C. Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures it constructed and which are of a temporary nature, but shall restore premises conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be the property of the Lessor.
- D. The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Public Services Department Director, or his designated representative.

16. UTILITIES:

Lessor shall provide adequate water, sewer, electrical and natural gas utilities. Lessor shall also pay for and provide three (3) cable drops in the restaurant/bar areas, not to exceed One Hundred Five Dollars (\$105.00) per month. Lessor shall also provide and pay for monthly internet charges in the restaurant/bar areas, not to exceed fifty (\$50.00) per month.

17. CAPITAL INVESTMENTS:

All capital improvements to the leased premises, and equipment and fixtures, other than those belonging to the Lessee shall be, and remain the sole and separate property of the Lessor.

18. LEASE TERMINATION:

A. Lessor's Right to Terminate this Lease During any Term of this Lease:

The Lessor may declare this lease terminated in its entirety, in the manner provided in Subsection C hereof, upon the happening of any one or more of the following events and may exercise all rights of entry and re-entry with or without process of law, upon the premises licensed hereunder.

1. If the rentals, fees, changes, or other money payments due the Lessor from the Lessee under this lease are unpaid after the date specified for such payments, the provisions of Subsection 18. C. shall not apply, and the Lessor shall have the right to immediately terminate this lease upon written notice thereof to the Lessee.
2. If the Lessee has failed in the performance of any covenant or condition required to be performed by the Lessee.
3. Upon the happening of any act or omission which results in the suspension or revocation of any act, power, license, permit, or authority that terminates the conduct and operation of the concession in the above specified facilities by the Lessee, or suspends it for any time in excess of twenty (20) days.
4. If the interest or estate of the Lessee under the agreement is transferred to, passes to, or devolves upon, by operation of law or otherwise, any other person, firm, or corporation in merger or a constituent corporation in a consolidation.
5. If the levy of any attachment or execution or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or, as a direct consequences of such process, will interfere with Lessee's occupancy of the above specified facilities and will interfere with its operations under the agreement, and which attachment, execution, receivership, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of twenty (20) days.
6. If a petition under any part of the federal bankruptcy law or an action under any present or future insolvency law or statute is filed against Lessee and Lessee's operations are interfered with or adversely affected thereby, or Lessee is adjudicated as bankrupt.

7. If the Lessee shall voluntarily abandon, desert, vacate, or discontinue all or part of its operation at the above specified facilities, or any other action that results in a failure by the Lessee to provide the public and others with the service contemplated by this lease.
8. In the event of an emergency situation or natural catastrophe beyond the control of the Lessor, the Lessor may terminate this lease upon five (5) days' written notice of such termination to the Lessee. The type of emergency situation or natural catastrophe contemplated shall include, but not be limited to, conditions which render the facilities unsafe or unavailable for their intended use, whether such conditions result from fire, storm, explosion, vehicle collision, earthquake, utility failure or disruption, flood, riot, civil commotion, or otherwise.

**B. The Lessee's Right To Terminate During any Term of this Lease:**

The Lessee, at its option, may declare the contract terminated in its entirety, in the manner provided in Subsection 18. C. hereof, if the Lessor shall have failed in the performance of any material covenant or condition within the control of the City and herein required to be performed by the City, provided the Lessee gives City thirty (30) days written notice to cure and such failure is not cured in said thirty (30) day period.

**C. Procedure For Termination Or Repossession:**

Except as provided in Subsection A. 8. above, AND EXCEPT FOR THE NON-PAYMENT OF THE FEES DUE THE LESSOR UNDER THIS LEASE AS PROVIDED IN SUBSECTION 18. A. 1. ABOVE, no termination declared by either party shall be effective, and the City of Casper shall not take possession of the leased premises from the Lessee unless and until not less than twenty (20) days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect and the cause for which the lease is being terminated, or for the repossession of the leased premises to provide for the cure of any such default; and no such termination shall be effective nor shall the City retake possession of the facilities:

1. If in the sole discretion of the Lessor such default is cured within the twenty (20) days period; or,
2. In the event that such default by its nature cannot be cured within such twenty (20) day period, if the party in default promptly commences to correct such default within said twenty (20) days and corrects the same as promptly as is reasonably practicable.
3. Notwithstanding the above, if a life/safety situation occurs where the leased premises becomes structurally or operationally unsafe, the City may take immediate possession of the leased premises without notice, and then provide notice as soon as practical thereafter.

19. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Lessee shall pay and indemnify the Lessor against all legal costs, expenses and charges, including attorney's fees in obtaining possession of the leased premises and facilities after a default of Lessee, or after Lessee's default in surrendering the possession, upon the expiration or early termination of the term of this lease, or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

20. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall at the expiration of the lease term or any extension thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon except for temporary facilities or fixtures put in at the expense of the Lessee; subject however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Lessee at the expiration of the lease term, or any renewals thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The purchase price shall be the depreciated value of the assets at the time of termination, or expiration of the Lease Agreement.

21. DESTRUCTION OF REAL PROPERTY AND FIXED ASSETS:

If the real property and fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

22. TAXES AND ASSESSMENTS:

Lessee agrees to pay to Natrona County Treasurer, on behalf of Lessor, any and all taxes and assessments which may be assigned against the Lessee's personal property. Lessor shall pay any taxes, levies, or assessments levied on the leased buildings, premises, properties, or improvements owned by the Lessor.

23. 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:

Cowboy Smokehouse , LLC, DBA 19<sup>th</sup> Hole  
Attn: Patrick Munsell  
PO Box 2572  
Mills, WY 82644

City of Casper  
Parks and Recreation Director  
1800 East K Street  
Casper, WY 82601

24. WAIVER:

No failure by Lessor to insist upon strict performance of any terms or conditions of this lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach, or for any term or condition of this lease. No term or condition of this lease, required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified; except by written instrument executed by Lessor. No waiver or any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

25. ENVIRONMENTAL COMPLIANCE:

A. Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, county, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the properties, and its uses, and furnish the Lessor copies of permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001 et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, or dispose of any hazardous wastes as defined in 42 U.S.C. 6093 (5), or hazardous substances as defined in 42 U.S.C. 9601 (14), on the properties, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject properties in accordance with all-applicable laws and regulations. Lessee shall not bring onto the properties any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the properties. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

B. Lessee shall immediately advise Lessor in writing of: 1) any and all governmental agencies, regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the properties, (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the properties which might subject Lessor, or the properties, to any restrictions on ownership, occupancy, transferability, or use of the properties under local, county, state, or federal environmental law.

C. Lessee shall make and conduct regular investigations of the properties to determine the presence thereon of any hazardous substance which may have been deposited on the properties by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the properties by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

26. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

27. BINDING EFFECT:

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

28. ENTIRE AGREEMENT:


Except as otherwise provided herein, this Lease Agreement contains the entire agreement between the parties, and no amendment of this lease shall be effective unless reduced to writing, and executed by all parties hereto.

29. WYOMING GOVERNMENTAL CLAIMS ACT:

The Lessor 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., and the Lessor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims.

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

APPROVED AS TO FORM

  
\_\_\_\_\_

LESSOR:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

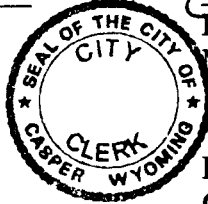
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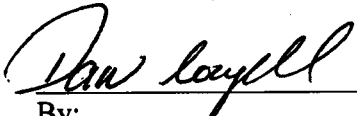
Fleur D. Tremel  
City Clerk



Ray Pacheco  
Mayor

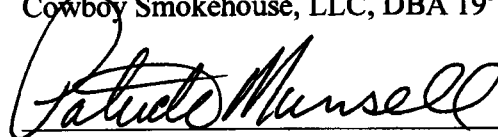


Witness:



By:  
Title: *Parks Manager*

LESSEE:  
Cowboy Smokehouse, LLC, DBA 19<sup>th</sup> Hole



Patrick Munsell, Owner

RESOLUTION NO. 20-22

A RESOLUTION AUTHORIZING THE TERMINATION OF COWBOY SMOKEHOUSE, LLC'S LEASE FOR THE SECOND FLOOR OF THE CASPER MUNICIPAL GOLF COURSE.

WHEREAS, on March 27, 2018, the City of Casper, Wyoming executed a Lease Agreement ("lease") with Cowboy Smokehouse, LLC (dba 19<sup>th</sup> Hole), for the entire second floor of the City of Casper Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard, Casper Wyoming; and;

WHEREAS, Cowboy Smokehouse, LLC, has defaulted on its lease by failing to make payments in accordance with Article 3 of the lease, and;


WHEREAS, the City of Casper may immediately terminate the lease agreement by providing written notice of termination; and,

WHEREAS, the City of Casper desires to terminate the lease effective January 28, 2020, at 8:00 a.m.

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 a letter of termination of the lease with Cowboy Smokehouse, LLC.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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



December 20, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Parks and Recreation Manager  
Carolyn Griffith, Recreation Manager

SUBJECT: Fort Caspar Caretaker's Residence Lease Agreement

Meeting Type and Date

Regular Council Meeting  
January 21, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, approve a lease agreement with Anne Holman, Casper, Wyoming, for occupancy of the Fort Caspar Caretaker's Residence, in exchange for caretaker services provided at the Fort, museum and grounds.

Summary

Since the 1936 reconstruction of the Fort Caspar Historic Site, a house located on the north end of the fort property has served as a Caretaker's Residence, and serves as an after hour's security measure for the museum and fort grounds. For the past ten years Anne Holman, Administrative Support Technician, has lived in the residence under terms of this agreement and as a condition of employment. In exchange for rent free residency, the caretaker of the residence provides: Residence maintenance/upkeep/utilities, first response to Fort alarm calls, police notification of problems, adjoining park and museum after-hours rest room opening/closing and general care observance of the Fort, museum, and grounds during after hours' time periods.

The current lease expired December 31, 2019.

Financial Considerations

None

Oversight/Responsibility

Tim Cortez, Parks and Recreation Director  
Richard Young, Fort Caspar Museum Supervisor

Attachments

Resolution  
Fort Caspar Caretaker Lease Agreement

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 21<sup>st</sup> day of January 2020, between the CITY OF CASPER, a Municipal Corporation, 200 North David, Casper, Wyoming, 82601, hereinafter referred to as "City," and Anne Holman, serving as caretaker to Fort Caspar and surrounding grounds, hereinafter referred to as "Caretaker."

### WITNESSETH:

WHEREAS, the City is the owner of Fort Caspar/Museum Interpretive Center and surrounding grounds, and desires to accept the continuing services of the Caretaker for the purpose of notifying, observing, and protecting the Fort Caspar/Museum Interpretive Center and surrounding grounds from damage, destruction, loss, theft, and vandalism; as well as provide for the promotion and preservation of the historical significance of this site; and,

WHEREAS, the Caretaker has provided these notification, observation, and protection services in the past, in exchange for free residency of the Caretaker's House which occupies this site, and desires to perform the services as herein set forth; and,

WHEREAS, as a condition of employment with the City, Caretaker has agreed to enter into this lease agreement for occupancy of the Fort Caspar Caretaker Residence in exchange for the caretaker services set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, IT IS HEREBY UNDERSTOOD AND AGREED by the parties hereto as follows:

#### I. CITY AND CARETAKER RESPONSIBILITY RELATIONSHIP:

It is understood that the City, by and through the Caretaker services, desires to protect the facilities and historic artifacts of the Fort Caspar/Museum Interpretive Center and surrounding grounds from potential after hours damage, destruction, loss, theft, and vandalism. The Caretaker freely occupies the Caretaker's House as a separate entity to care for the residence, notify law enforcement of site problems, observe potential site problems, and answer after hour site alarm calls without any area management or control authority. The Caretaker operates at the Fort Caspar grounds at the will and sufferance of the City and Fort Caspar Management. Management procedures will be transmitted verbally, and in writing, to the Caretaker by Fort Caspar Management for observance and direction in the carrying out of such management procedures; as they pertain to Caretaker functions.

#### II. OBLIGATIONS OF THE CARETAKER:

- A. Caretaker agrees to maintain the Caretaker's House grounds in a condition compatible with fort site grounds, during the entire term of the lease agreement, at the Fort Caspar/Museum Interpretive Center and surrounding grounds. Caretaker agrees to work with Fort Caspar Management in the coordination of all City sponsored/supported fort site activities.
- B. Caretaker agrees to work with, and coordinate with, management, special user groups, and events; for maximum utilization of available site resources, and minimum disruption to personal privacy, property, or activities.

- C. Personal Property: It is agreed that the Caretaker and each member of the Caretaker's family shall provide their/his/her own personal furnishings and shall maintain, at their sole cost and expense, insurance for said personal property and furnishings from any damage or loss. The City shall not be responsible for lost, stolen, damaged Caretaker's or family members' furnishings.
- D. Caretaker shall pay for all gas, electrical, and other utility bills of the Caretaker's House, except as otherwise provided for herein.
- E. Caretaker shall be responsible for normal wear, tear, and general upkeep of the residence, and pay for minor maintenance and repair costs associated with the Caretaker's House.
- F. Caretaker shall be the first response to alarm calls, except while on vacation or sick leaves. Caretaker shall immediately notify the police of problems at the Fort/Museum Interpretative Center and associated grounds. Caretaker shall open and close Centennial Park and Fort restrooms for after hour reservations.
- G. Caretaker has the right to refuse private residence and immediate surrounding grounds access to uninvited event participants, guests, and travelers.

### III. OBLIGATIONS OF THE CITY:

- A. The City agrees to provide Caretaker's House free of charge for the length of the lease term.
- B. The City, through coordination of Fort Caspar Management, agrees to provide free domestic residential water and surrounding grounds irrigation water, during the term of the lease agreement.
- C. The City agrees to provide garage storage space, as/if space is available.
- D. Caretaker pets are allowed within City ordinances, guidelines, and regulations.

### IV. LEASED PREMISES

- A. On the conditions described herein, the City hereby agrees to lease to the Caretaker and Caretaker does hereby agree to lease from the City, for the term hereinafter provided and any renewals thereof, the residence located at 14 Fort Caspar Road, Casper, Wyoming, 82604, located at Fort Caspar/Museum Interpretative Center site and grounds.
- B. The "leased premises" are leased to the Caretaker in an AS IS CONDITION, WITHOUT ANY WARRANTIES OF HABITABILITY OR WARRANTIES, EXPRESSED OR IMPLIED, AND INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES FOR USE FOR ANY PURPOSE WHATSOEVER. By signing this lease agreement, the Caretaker agrees she has inspected the premises and accepts the property in its present condition.

## V. LEASE TERM:

The term of this lease agreement shall be for the length and duration of the 2020 calendar year ending on December 31, 2020, at the Fort Caspar/Museum Interpretative Center and surrounding grounds, unless sooner terminated as herein provided. Provided, however, that the Caretaker shall have the option to renew the lease for four (4) additional one (1) year terms each under the same terms and conditions as herein set forth, by giving the City 90 days' written notice of the Caretaker's intent to exercise each option, prior to the end of each respective lease term, or any renewal thereof. Notwithstanding such option, the City shall have the right, within thirty (30) days after receiving the notice from the Caretaker, to give the Caretaker written notice that the City rejects such renewal and in such event, this lease shall terminate at the end of the lease term, or any renewals thereof, in which such notice was given.

## VI. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally, or if mailed by certified mail, postage paid, addressed to the City of Casper, City Manager's Office, 200 North David, Casper, Wyoming, 82601 or Anne Holman, 14 Fort Caspar Road, Casper, Wyoming, 82604.

## VII. MAINTENANCE:

- A. The Caretaker shall, during the term of this lease agreement or any renewal thereof, keep the leased premises and facilities in good order and repair commensurate with the operations of the Caretaker's House and intended use of those premises and facilities; and as necessary to adequately protect clients, guests, invitees, and participants, according to the guidelines below, make any repairs necessary to the leased premises and facilities for these purposes. Notice of required maintenance may be made by the City, and Caretaker will abate the problem within seven (7) days, unless otherwise agreed by the City.
- B. City shall, during the term of this lease agreement or any renewal thereof, perform major premises and facility repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single-incident of repair exceeds Two Hundred Fifty Dollars (\$250) per occurrence. Caretaker shall be responsible for all minor repairs to the premises and facilities, in the previously noted system and amenity categories, in which each single-incident of repair is Two Hundred Fifty Dollars (\$250) per occurrence and less. Each party, except in the case of an emergency, shall inform the other, prior to the repair(s) required, of the location, nature, necessity, and quoted price of the repair(s) that are being made to the leased premises and facilities. The City shall be responsible for all City and visitor caused damages.

## VIII. TAXES:

The Caretaker agrees to pay all taxes and assessments which may be assigned against Caretaker's personal property; and the City shall pay any taxes, levies, or assessments levied on the building, premises, property, or improvements.

**IX. ADDITIONS, ALTERATIONS AND IMPROVEMENTS:**

- A. The Caretaker, at its sole cost, risk, and expense; may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of clients, customers, and participants. Such facility and fixtures shall meet all applicable city, county, state, and federal regulations and requirements and such other requirements as may be prescribed by the City. The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the City for approval in accordance with existing codes and standards, prior to construction. At the time of submission, the Caretaker shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City shall have authority to approve or disapprove any and all temporary and permanent facilities and fixtures that are proposed to be placed upon the leased premises, by the Caretaker.
- B. Caretaker may, upon termination of the lease agreement, remove all facilities or fixtures it constructed which are of a temporary nature. Any permanent facility or fixture shall be considered the property of the City. City reserves the right to make such improvements to the property, facilities, or fixtures as it may desire; upon reasonable notice to the Caretaker, provided the improvements do not substantially conflict with the intended use of the premises described herein, as determined by the City.

**X. INSURANCE AND DAMAGE:**

- A. City shall keep the building, of which the demised premises are a part, insured against the loss or damage by fire or other casualty. In the event the demised premises are damaged or destroyed by fire, or other causes not directly attributable to the negligence of the Caretaker, then the City shall forthwith proceed with due diligence to repair and restore the same, to the same condition as it existed before such damage or destruction; provided, however, that in the event that the demised premises are damaged or destroyed by fire or other causes to the extent that, in the opinion of the City, it would not be feasible to repair or rebuild the demised premises, the City may, at its option, terminate this lease instead of rebuilding and repairing the demised premises. If because of fire or other cause the demised premises are rendered untenable, then the services of the Caretaker shall abate until the premises are restored to their former condition.
- B. In the event that the premises are rendered untenable by virtue of fire or other casualty, the City must elect within fifteen (15) days of such fire or other casualty to restore said premises or terminate said lease agreement as above provided and shall give the Caretaker written notice of such election within said fifteen (15) day period. In the event City elects to rebuild the demised premises; it shall commence such restoration and prosecute the same with due diligence. In the event that City fails and neglects to notify the Caretaker within such fifteen (15) day period, the Caretaker may, at its option, terminate this lease by giving City written notice thereof. The Caretaker will hold harmless and indemnify City against any loss, cost, or damage to Caretaker's and Caretaker's family's personal property.

**XI. RIGHT TO ENTRY:**

City reserves the right of entry and access, at all times reasonable, to the leased property for the purpose of inspection, maintenance, repair, public safety, and other general inspections.

XII. INDEMNITY OF CITY:

In further consideration of this agreement, the Caretaker agrees to indemnify and hold harmless the City in the event of any death or injury to persons or damage to property which may result from or arise out of the use or occupancy of the real property and fixed assets, or any action done thereon by Caretaker, Caretaker's family, or any person coming or being thereon by license or permission of the Caretaker, expressed or implied, or otherwise entering upon the property, and the Caretaker agrees to indemnify the City and hold City harmless from any and all costs, damages, attorney's fees, expenses, and liability to any persons or property for any such causes.

XIII. WAIVER:

No failure by the City to insist upon the strict performance of any terms or conditions of this lease, or to exercise any right or remedy available on a breach thereof, shall constitute a waiver of any such breach or for any term or condition of this lease agreement. No term or condition of this agreement required to be performed by the Caretaker, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the City. No waiver of any breach shall affect or alter any term or condition of this agreement, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

XIV. WYOMING GOVERNMENTAL CLAIMS ACT:

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

XV. TERMINATION:

- A. If the Caretaker fails to perform satisfactorily, or violates any of the provisions of this lease, the City shall thereupon have the right to terminate this Agreement, if such default or violation is not corrected within ten (10) days after submitting written notice to the Caretaker describing such default or violation.
- B. Prior to termination of the lease agreement, the City shall be entitled to any and all outstanding payments and sums owed, and upon termination the Caretaker is not relieved of its responsibilities for payment of any sums due the City, pursuant to the terms of the lease agreement. Upon such termination, City shall be entitled to possession of the leased premises and all permanent improvements therein made by the Caretaker, without further notice or demand, and the Caretaker shall peacefully surrender the leased premises and all other permanent improvements therein made by the Caretaker.
- C. In the event that this agreement is terminated, the privileges of the Caretaker to provide continuing services at Fort Caspar Museum/Interpretive Center and surrounding grounds shall be suspended for the balance of the term of the year, or any renewals thereof. If City shall violate any of the agreements or stipulations of this lease, the

Caretaker shall have the right to terminate this Agreement, if not corrected within ten (10) days after submitting written notice to the City describing such default or violation, and may cease furnishing the said services to the City for the balance of said year, or any renewals thereof, and shall thereupon remove its equipment and property from the Caretaker's House and surrounding grounds within a reasonable period of time.

XVI. OPTION OF CITY TO PURCHASE OPERATIONAL EQUIPMENT:

City has the option to purchase all of the removable property that the Caretaker has acquired for the operation of the leased premises and facility operation at the termination or expiration of this lease agreement. The purchase price shall be the depreciated value of the assets, at the time of termination or expiration of the lease.

XVII. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

XVIII. ENTIRE AGREEMENT:

This document contains the entire agreement between the parties, and it is agreed that neither the City or anyone acting on its behalf has made any statements, promise, or agreement, or take upon itself any engagement whatever, verbally, or in writing, in conflict with the terms of this agreement, or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of the City shall be imposed in addition to the obligations herein expressed. Any modification to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the City and Caretaker have executed this lease agreement on the day and year first above written.

APPROVED AS TO FORM:

  
\_\_\_\_\_

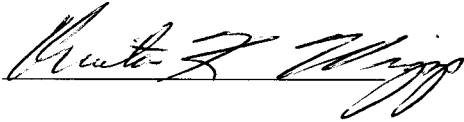
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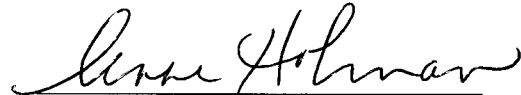
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Anne Holman  
Caretaker



RESOLUTION NO. 20-23

A RESOLUTION AUTHORIZING A LEASE AGREEMENT  
WITH ANNE HOLMAN FOR OCCUPANCY OF FORT  
CASPAR CARETAKER RESIDENCE, IN EXCHANGE  
FOR CERTAIN SERVICES

WHEREAS, the City of Casper is the owner of the Fort Caspar Historic Site, Museum and Interpretive Center and desires to have the services of a resident Caretaker to maintain the residence, notify police of after-hour problems, and generally protect the Fort and surrounding grounds from damage, destruction, loss, theft, and vandalism; and,

WHEREAS, Anne Holman is ready, willing, and able to provide these Caretaker services, in exchange for rent-free residency and water services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Lease Agreement with Anne Holman to provide rent-free residency, in exchange for Caretaker services, at the Fort Caspar Museum, Historical Site, and Interpretive Center, under the terms and conditions set forth in the lease agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

January 8, 2020

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Authorizing Consent to Assignment of License Agreement Between the City of Casper and AT&T Mobility Corporation to Octagon Towers, LLC

Meeting Type & Date:

Regular Council Meeting, January 21, 2020

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a consent to assignment of the License Agreement between the City of Casper and AT&T Mobility to Octagon Towers, LLC for a cell tower located on City property at 2610 Country Club Road.

Summary:

The City and WWC Holding Co. Inc. entered into a License Agreement for the placement of a cell tower on September 5, 2006 for a one-acre parcel of City-owned property located at 2610 Country Club Road. In 2010, AT&T Mobility Corporation became successor in interest to WWC Holding Co. Inc. On December 11, 2019 the City received written correspondence from AT&T requesting consent to assign the License Agreement to Octagon Towers, LLC, or one of its affiliates.

Financial Considerations:

None at this time

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with managing cell tower lease agreements

Attachments:

Resolution

Sublease Consent Form

Aerial Vicinity Map



Jesper Larssen  
Assistant VP – Corporate Development  
AT&T Services, LLC

December 11, 2019

By: *Federal Express*

City of Casper, Wyoming  
200 North David Street  
Casper, Wyoming 82601

RE: Request for Consent regarding the Ground Lease for the following Tower Site  
2610 County Club Road, Casper, Wyoming 82609 (the "Property"); AT&T FA # 10139319

Dear Sir/Madam,

The undersigned, as tenant ("Tenant") under that certain lease with you dated 09/05/2006 (as heretofore amended and assigned, if applicable, and together with any related easements or other appurtenances) (the "Lease") intends to assign its interest in the Lease to Octagon Towers, LLC, or one of its affiliates ("Buyer"), in connection with Buyer's acquisition of the communications tower located on the Property. As part of the assignment, (i) Buyer will assume all obligations under the Lease arising on and after the date of assignment ("Assignment Date") and (ii) Tenant will leaseback from Buyer space on the Property for Tenant's ongoing provision of its wireless operations.

To the extent required by the Lease, we hereby request your consent to the foregoing assignment and leaseback, along with your acknowledgement that, effective upon the Assignment Date, the undersigned Tenant, as assignor, shall have no further rights or obligations with respect to the Lease to the extent accruing on or after the Assignment Date. This is to confirm that the undersigned Tenant shall remain fully responsible to landlord for any obligations arising under the Lease for the period prior to the Assignment Date.

To confirm your consent and acknowledgement, please sign below and return a copy of this letter by FedEx in the enclosed pre-paid FedEx envelope as soon as possible.

Your prompt attention to this request is greatly appreciated. If you have any questions, you are authorized and directed to please contact Buyer's counsel, Jamie Chapman, at Thompson Hine LLP at (216) 566-5647.

Sincerely,

NEW CINGULAR WIRELESS PCS, LLC  
By: Jesper Larssen

AGREED AND ACKNOWLEDGED:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: City of Casper, Wyoming  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# 2610 Country Club Road - Cell Tower



Cell Tower Location - 2610 Country Club

RESOLUTION NO. 20-24

A RESOLUTION AUTHORIZING CONSENT TO ASSIGNMENT OF LICENSE AGREEMENT BETWEEN THE CITY OF CASPER AND AT&T MOBILITY CORPORATION TO OCTAGON TOWERS, LLC

WHEREAS, the City of Casper and WWC Holding Co. Inc. entered into a License Agreement (*Instrument #801291*) on September 5, 2006, for a parcel located in and being a portion of SW1/4, SE1/4, Section 14, Township 33 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming, consisting of one acre, more or less, and located at 2610 Casper Country Club Road; and,

WHEREAS, on June 22, 2010, AT&T Mobility Corporation became successor in interest to WWC Holding Co. Inc.; and,

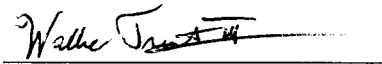
WHEREAS, the City received written correspondence dated December 11, 2019, from AT&T requesting consent to assign the License Agreement to Octagon Towers, LLC, or one of its affiliates; and,

WHEREAS, the City desires to grant its consent to assign the License Agreement to Octagon Towers, LLC, or one of its affiliates.

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 the above-described Consent to Assignment of License Agreement between the City of Casper and AT&T Mobility Corporation to Octagon Towers, LLC.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

January 15, 2020

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

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 Haass Construction Co., Inc., in the Amount of \$2,452,500, for the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58.

Meeting Type & Date  
Regular Council Meeting  
January 21, 2020

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Haass Construction Co., Inc. (Haass), in the Amount of \$2,452,500, for the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$109,500, for a total project amount of \$2,562,000.

Summary

On December 10, 2019, three (3) bids were received for the work. The bids are as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Haass</b>	<b>Casper, Wyoming</b>	<b>\$2,452,500.00</b>
Caspar Building Systems, Inc.	Casper, Wyoming	\$2,545,270.00
TDS Construction	Glenrock, Wyoming	\$2,676,330.56

The project was designed by B32 Engineers, and they are currently under contract for design and construction administration services for the work. Their estimate for the project was \$1,427,750.

The Casper Ice Arena currently uses a direct ice chilling system with R22 Freon (R22) as the cooling medium. R22 is becoming costly, non-sustainable, and has stopped being manufactured. Along with the need for R22 for operation, the current system has operated for nearly thirty-five (35) years, which is past its expected life-cycle, and, because of continuous maintenance and many recent system repairs, it is in need of replacement. Although the bids are higher than expected, it has been recommended to award bids to the low bidder due to the age of the existing system at the Ice Arena and a potential sudden failure of the system.

The work of this project includes relocation, refurbishment and reuse of the existing, indirect ammonia ice chilling equipment at the Casper Events Center to replace the existing R22 system at the Ice Arena, including a new building required to house the reused ice chilling equipment at the Ice Arena. The reused equipment is expected to be capable of serving a future, second sheet of ice and will be stubbed out to facilitate future expansion.

This is the third bid letting for the project. The previous two bids included a one-for-one replacement of the existing Ice Arena chilling system with a new ammonia system capable of servicing one sheet of ice.

Construction of the improvements is to be substantially complete by November of 2020.

#### Financial Considerations

Project funding is from the Perpetual Care fund, One Percent #16 funds for City of Casper Buildings, the Replace Ice Making System fund, and the FY16 CIA Ice Making System Replacement 1%#15 fund.

#### 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 Haass Construction Co., Inc., 1302 East C Street, Casper, Wyoming 82601, hereinafter referred to as the "Contractor".

WHEREAS, the City of Casper desires replacement of the existing Casper Ice Arena direct R-22 refrigeration system with the existing indirect, industrial grade ammonia-based system from the Casper Event Center with some modifications and improvements to the system. The project also includes replacing the existing Casper Ice Arena sand ice rink floor with a new concrete-based ice rink floor system and other appurtenances; and,

WHEREAS, Haass Construction Co., Inc. , is able and willing to provide those services specified as the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by B32 Engineering Group, Inc., who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to 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 **October 16, 2020** and ready for final payment in accordance with Article 14 of the General Conditions by **October 23, 2020**. Substantial Completion will be accepted once all required materials and equipment have been installed, tested and approved by Engineer, and placed in service. It is anticipated that the Casper Ice Arena, its existing chiller/ice system and existing sheet of ice will all remain in full operation until May 17, 2020. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete.
- 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 Two Thousand Dollars (\$2,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Lump Sum Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Million Four Hundred Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$2,452,500.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the prices for the Base Bid contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and Page 1 of 1 of the Bid Schedule) and by this reference made as 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 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

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

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

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 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-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4, and the Bid Schedule).
- 8.4 Addenda Number: No.'s 1 through 5 .
- 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 1 of 45 to 45 of 45, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of ten (10) sections.
- 8.10 Special Provisions consisting of seventy-three (73) sections and forty-four (44) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58**

- 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 21<sup>st</sup> day of January, 2020.

APPROVED AS TO FORM:

Wallis Tunt

ATTEST:

CONTRACTOR:

Haass Construction Co., Inc.

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Title: City Clerk

Title: Mayor

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

**PROJECT IDENTIFICATION:** City of Casper  
Casper Ice Arena Ice Chiller System Replacement  
Project No. 15-58

**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 October 16, 2020 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by October 23, 2020, in accordance with the Bidding Documents. It is anticipated that the Casper Ice Arena, its existing chiller/ice system and existing sheet of ice will all remain in full operation until May 17, 2020.
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, 2, 3, 4, 5</u>	Dated <u>11/13, 11/14, 11/25, 11/26, 12/3/2019</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: \$ 2,452,500<sup>00</sup>

TOTAL BASE BID, IN WORDS: two million four hundred fifty two thousand + five hundred 00/100 DOLLARS.

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

Address of Bidder: 1302 E, C St.  
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: Haass Construction Co., Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Colleen R. Haass, President (seal)

(Title)

(Seal)

Attest: JH 9/2

Business Address: 1302 East C  
Casper, WY 82601

Phone Number: 307-259-5228 or 307-259-5230

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 - Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Bid Price
#1	Refrigeration System and Ice Rink Floor Replacement	LS	\$ 1,529,406 <sup>00</sup>

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
#2	Remove and replace existing subsoil beneath the ice rink floor with specified material	CY	200	\$ 35 <sup>00</sup>	\$ 7,000 <sup>00</sup>
#3	Additional drilled pier length beyond the minimum length specified in on the drawings	LF	20	\$ 50 <sup>00</sup> LF	\$

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Alternate Bids:**

Item No.	Description	Unit	Bid Price
#4	Alternate water service route as shown on drawing sheet C100. ADD/DEDUCT	LS	\$ 11,600 <sup>00</sup>
#5	Replace existing open cooling tower with new evaporative condenser, pump and related work, ADD	LS	\$ 78,600 <sup>00</sup>



City of Casper  
200 North David Street  
Casper, WY 82601

Re: Item #7 on the Bid Form

We accept the provisions of the Bidding Documents as to liquidated damages with the only exception being the condition of the existing equipment to be salvaged at the Events Center. If the equipment is not in good workable condition and needs to be replaced or parts re-ordered, this is outside of our control and we don't believe this should be subject to liquidated damages.

*Colleen R. Haass*  
*12-10-19*

RESOLUTION NO. 20-25

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HAASS CONSTRUCTION CO., INC., FOR CONSTRUCTION OF THE CASPER ICE ARENA ICE CHILLER SYSTEM REPLACEMENT, PROJECT NO. 15-58.

WHEREAS, the City of Casper desires to relocate, refurbish, and reuse the existing, indirect ammonia ice chilling equipment at the Casper Events Center to replace the existing R22 system and replace the existing ice rink floor system at the Ice Arena; and,

WHEREAS, Haass Construction Co., Inc., is able and willing to provide those services specified as the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58; 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 Haass Construction Co., Inc., for those services, in the amount of Two Million Four Hundred Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$2,452,500.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Two Million Four Hundred Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$2,452,500.00) and One Hundred Nine Thousand Five Hundred and 00/100 Dollars (\$109,500.00) for a construction contingency account, for a total price of Two Million Five Hundred Sixty-Two Thousand Five Hundred and 00/100 Dollars (\$2,462,000.00).

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:

(Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58)



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


---


Fleur Tremel  
City Clerk

---

Steven K. Freel  
Mayor

January 6, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., City Engineer   
Bruce Martin, Public Utilities Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Reject the Bids for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007

Meeting Type & Date:  
Regular Council Meeting  
January 21, 2019

Action Type:  
Minute Action

Recommendation:  
That Council, by minute action, reject the bids for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007.

Summary:  
On Thursday, December 5, 2019, two (2) bids were received for the Re-bid of the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007. The bids were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
Myers & Sons Construction, LLC	Sacramento, CA	\$2,875,000.00
Aslan Construction, Inc.	Berthoud, CO	\$3,817,000.00


CH2M HILL Engineers, Inc., (CH2M) is under contract with the City for design and construction administration of this project. The estimated construction cost from CH2M was \$2,266,800.

CH2M has recommended to re-bid the project with a revised scope of work to include prioritized work items and reduce the overall project cost.

Financial Considerations  
Funding for this project will be WWTP Reserves.

Oversight/Project Responsibility  
Alex Sveda, Associate Engineer

January 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Tracey L. Belser, Support Services Director  
Michael Szewczyk, IT Manager  
Chad Edwards, Network Administrator

SUBJECT: Network Equipment Upgrade

Meeting Type & Date

Council Meeting  
January 21, 2020

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of network equipment, in the amount of \$97,170, through the State of Wyoming contract with the vendor, ConvergeOne.

Summary

The City is in the second phase of a multi-year replacement of its network infrastructure (switches and routers). This current phase consists of partial updates to the core equipment, including City Hall, Police, PSCC, and Fire Station 3, as well as new devices for several other City facilities. These upgrades are necessary to maintain the ability to apply security patches, improve redundancy, and prevent failure of outdated systems. The remaining units are not scheduled to be replaced until FY22.

Financial Considerations

Funding in the amount of \$100,000 is budgeted for this effort from capital reserves. The vendor, ConvergeOne, has the agreement with the State of Wyoming for Cisco networking equipment.

Oversight/Project Responsibility

Chad Edwards, Network Administrator

Attachments

None

January 17, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, City Planner *CC*  
SUBJECT: Casper Historic Preservation Commission Strategic Plan

Meeting Type & Date:

Regular Council Meeting, January 21, 2020

Action Type:

Minute Action

Recommendation:

That Council, by minute action, adopt the Casper Historic Preservation Commission Strategic Plan.

Summary:

In 2018 the City of Casper was awarded a \$7,500 grant from the State Historic Preservation Office (SHPO) to assist with the creation of a Strategic Plan to outline the essential components of an effective preservation program for the community. The resulting Plan is meant to serve as a guiding document for the Commission, as well as elected and appointed City officials, and is based entirely on public input received, and specific community priorities for the preservation of cultural resources in Casper. A comprehensive set of goals, policies and action steps have been created through the hands-on guidance of the all-volunteer Historic Preservation Commission members, in conjunction with a professional consultant (Preservation Solutions, LLC). The plan will provide the framework for preservation efforts undertaken by the community for many years to come.

The City Council reviewed the Strategic Plan at its regular work session on January 14, 2020.

Financial Considerations:

None at this time

Oversight/Project Responsibility:

Community Development Department

Attachments:

Casper Historic Preservation Commission Strategic Plan

# CASPER

# HISTORIC PRESERVATION PLAN 2019

**PREPARED FOR**

City of Casper &  
Casper Historic Preservation Commission

**PREPARED BY**

Preservation Solutions LLC  
October 2019





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# Acknowledgements



## CITY OF CASPER

Charles Powell, Mayor  
Kenneth Bates      Shawn Johnson  
Steve Freel         Khrystyn Lutz  
Bob Hopkins        Ray Pacheco  
Mike Huber         Steve Cathy



## CASPER HISTORIC PRESERVATION COMMISSION

Liz Becher, Community Development Director  
Craig Collins, City Planner, City Staff Liaison  
Dee Hardy, Planning Associate  
Kenneth Bates, City Council Liaison  
Terry Wingerter, Planning & Zoning Comm. Liaison  
Jeff Bond, Chair  
Maureen Lee, Vice Chair                      Constance Lake  
Ann Berg    John Lang  
Robin Broumley                                  Carrie Merrill  
Frank "Pinky" Ellis                              Connie Hall  
Cynthia "Cyd" Grieve



## WYOMING STATE HISTORIC PRESERVATION OFFICE

[vacant], Certified Local Government Coordinator  
Brian Beadles, Historic Preservation Specialist  
Shane McCreary, Cultural Records Manager



## PREPARED BY

*Preservation Solutions LLC*  
1007 E. Jefferson Street  
Boise, ID 83712  
816.225.5605  
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*SJM Cultural Resource Services*  
[www.SarahJacksonMartin.com](http://www.SarahJacksonMartin.com)  
  
*Sheri Freemuth*  
Preservation Planner

# Introduction

Casper's heritage dates back to the mid-1800s and extends through the twentieth century, during which time it has experienced boom times of meteoric growth as well as periods of recession. With continued pressure for growth and infill development citywide, it is important that the City ensure it effectively manages and balances the maintenance of its cultural resources in concert with new development.

When integrated into the planning process and targeted at identifiable areas, historic preservation provides a level of certainty and permanence that is necessary to attract investment. Preserved commercial business areas and residential neighborhoods create stability of population, a greater tax base, and less drain on municipal services. To aid the City's development and transformation in the future, the City has chosen to continue to enhance its public policy options of considering historic preservation in City actions.

Buildings, structures, and sites from the past – early farmhouses and mid-century neighborhoods, institutional and commercial buildings – provide tangible links to Casper's rich history for residents and visitors today, providing opportunities for promoting economic development and heritage tourism. Not only do Casperites value these indications of the past, but City planning and policy documents recognize the importance of the assets that are Casper's cultural resources as economic anchors in the community.

## Purpose of the Preservation Plan

The Historic Preservation Plan (HPP) outlines the essential components for a viable preservation program as an integral part of Casper's community planning. The HPP is a guiding document identifying community priorities for the preservation of cultural resources and sets forth related goals, policies, and action steps toward their implementation.

It will be used by the City and its preservation partners to guide and monitor preservation efforts in the community. Businesses, property owners, and members of the general public may also use the HPP to learn about the program and the status of preservation efforts. Preservation is a part of many community interests, including housing, sustainability, transportation, livability, and economic development; therefore, the HPP

approaches historic preservation as an integral element of community development. It seeks to balance broader community objectives with its core mission of retaining cultural resources. It touches on many subjects that appear in other City planning documents while presenting additional program-specific actions related to the components of a complete preservation program.

Across the country, municipalities turn to historic preservation as an effective means of enhancing their quality of life, fostering economic development, and building community pride. To guide historic preservation efforts, it is accepted best practice to complete a preservation plan to assist policy makers and community leaders with the often interrelated and overlapping programs and procedures regarding historic preservation. The intent of the HPP is to outline goals and related, specific action steps toward those goals to preserve, develop, and maintain historic buildings, structures, and sites over the next ten years. The plan includes recommendations for strengthening protection efforts, encouraging preservation as an economic development tool, cultivating public awareness and partnerships, as well as increasing heritage tourism efforts.

*This program receives federal funds for the identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or handicap in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1849 C Street NW, MS-2740, Washington, D.C. 20240.*

*This publication has been funded in part with federal funds from the National Park Service, Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior.*

## Benefits of Preservation

Preservation has intrinsic value not only in celebrating a community's history and prehistory, but dozens of studies conducted nationwide have demonstrated that historic preservation is an economically sound, fiscally responsible, and cost-effective strategy that produces visible and measurable economic benefits to communities.



139 N. Grant St.

Nationally known real estate professional Donovan D. Rypkema, author of *The Economics of Historic Preservation*,<sup>1</sup> emphasizes that commitment to preservation may be one of the most effective acts of fiscal responsibility governmental entities can undertake. The State of Wyoming and the federal government recognize the role preservation can play in strengthening local economies. To encourage sustainable communities and preservation of important cultural resources they provide incentives to encourage rehabilitation of historic buildings and other preservation activities. (See Appendices B and C for specific federal and state financial incentives.)

Nationwide, the most successful revitalization efforts incorporate historic rehabilitation as the core of their strategies. These efforts demonstrate time and again that the most effective approach toward creating sustainable communities combines the old and the new by capitalizing on the aesthetics and craftsmanship of earlier eras and enhancing a community's fabric and character.

Historic settings are increasingly sought after by the public because they offer quality craftsmanship and materials, provide authenticity and variety, and encourage human interaction in a familiar context. Moreover, preservation has demonstrated practical value as a tool for economic development and environmental stewardship. Studies conducted by various institutions and organizations, including Rutgers University, the National Trust

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<sup>1</sup> Donovan D. Rypkema, *The Economics of Historic Preservation: A Community Leader's Guide* (Washington, D.C.: National Trust for Historic Preservation, 2005).

for Historic Preservation, and the Brookings Institution, have shown preservation provides the following benefits:

### **1. Historic Preservation Stabilizes and/or Increases Property Values**

Studies across the country have shown that in most cases listing in either the National Register of Historic Places or local historic districts stabilizes property values and nearly always enhances resale values. The value of rehabilitated properties in a community's historic core increases more rapidly than the real estate market in the larger community. Studies from Texas, New York, Philadelphia, New Jersey, Colorado, Utah, and elsewhere all reported that historic designation increased property values from between 5 percent and 70 percent.<sup>2</sup> The value of a property is determined by the buildings and public improvements around it; thus, rehabilitation of a historic property directly benefits adjacent property owners and nearby businesses.

### **2. Historic Preservation Capitalizes on Existing Public Investments**

Older neighborhoods and commercial centers represent considerable taxpayer investment in infrastructure and building construction. Conservation of the historic core, older neighborhoods, and sites of historic and aesthetic value can be one of the best tools in recovering and extending the worth of past investments while stimulating new economic activity. Streets, sewer lines, sidewalks, utilities, and so forth represent considerable public investments. Historic preservation directs development toward existing infrastructure, thus avoiding the need for and cost of new improvements. Rehabilitation of individual buildings can be more attainable and stabilizing to a local economy than a single large economic development project.

### **3. Historic Preservation Creates Jobs**

Historic preservation consistently outperforms other industries in job creation, household income, and impact on other industries. Comparatively, historic preservation activity creates more jobs than comparable new construction activity, and often produces more jobs per dollar spent than leading industries. Typically, between 60 and 70 percent of historic rehabilitation project costs go toward labor. This has a beneficial domino effect throughout the local economy as laborers on rehab projects are typically hired locally.

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<sup>2</sup> *Profits Through Preservation: The Economic Impact of Historic Preservation in Utah* (Washington, D.C.: Place Economics, 2013); *The Economic Power of Heritage and Place: How Historic Preservation is Building a Sustainable Future in Colorado* (Denver: Clarion Associates of Colorado, 2011); and Brookings Institution, Metropolitan Policy Program, *Economics and Historic Preservation: A Guide and Review of the Literature*. Available from [http://www.brookings.edu/~media/research/files/reports/2005/9/metropolitanpolicy-mason/20050926\\_preservation.pdf](http://www.brookings.edu/~media/research/files/reports/2005/9/metropolitanpolicy-mason/20050926_preservation.pdf).

#### **4. Historic Preservation Promotes Downtown Revitalization**

Nationwide, historic preservation has proven to be an effective economic development tool for downtown revitalization efforts. The physical appearance of buildings and streetscapes reflects a community's overall vitality and economic health; rehabilitation of historic buildings not only raises individual property values, but also reinforces and often raises the property values of adjacent properties. Since 1980, the National Main Street program has provided a model that has been used by downtowns across the country to stimulate \$74.73 billion in total private and public investments in more than 2,000 communities across the country; in Wyoming, the Wyoming Business Council oversees the Main Street program, which can be implemented in towns and cities of any size. Furthermore, maintaining the strength of a community's older commercial and residential areas, including both rehabilitated historic buildings and well-designed new buildings, can attract larger commercial ventures, even if they do not locate in the historic core.

#### **5. Historic Preservation Encourages Tourism**

Heritage tourism is a consistently growing industry nationwide and historic resources are among the strongest assets for attracting visitors; in 2013, 76 percent (or 129.6 million) of the 170.4 million leisure travelers in the U.S. participated in some sort of cultural or heritage activity.<sup>3</sup> Studies confirm cultural heritage visitors spend more and take longer trips compared to other travelers. More and more tourists are looking for the authentic "insider" experience and seek out what makes a community unique. Cultural resources directly reflect a community and region's evolution and differentiate it from other areas, providing a one-of-a-kind connection to the heritage tourist.

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<sup>3</sup> History Colorado and Colorado Preservation, Inc., "Preservation for a Changing Colorado," 2017. Available from <https://www.preservationbenefitscolorado.com/celebrating-colorado>.

# Preservation Landscape

## Federal, State, and Local Preservation Network

A network of individuals and public, private, and non-profit organizations contributes to the interpretation and preservation of Casper's cultural resources and historic built environment. At the heart of this effort in Wyoming is the State Historic Preservation Office (SHPO), which serves as a clearinghouse for information on preservation laws, financial incentives, and activities. To guide statewide preservation activities, the SHPO produced [Wyoming's Comprehensive Statewide Historic Preservation Plan, 2016-2026](#).

The SHPO reviews projects in accordance with Section 106 of the National Historic Preservation Act of 1966 (as amended) and other state and federal statutes. It also administers important federal preservation programs of the National Park Service (NPS), including the Community Preservation Program (also known as Certified Local Government) and the Federal Historic Preservation Tax Incentives Program, and is the go-to for adding Wyoming properties to the National Register of Historic Places.

The City of Casper is partnered with the Wyoming SHPO and NPS through its designation as a Certified Local Government (CLG). Together, and with the many partner organizations listed below, they make up Wyoming's preservation landscape. See Appendix A for more.

Preservation Network	Public	Private
Federal/ National	National Park Service (NPS) Advisory Council on Historic Preservation	National Trust for Historic Preservation (NTHP) Preservation Action Nat'l Alliance of Statewide Organizations National Alliance of Preservation Commissions National Main Street Center American Assoc. of State & Local History Association for Preservation Technology Society for American Archaeology
State	State Historic Preservation Office (SHPO) Regional Offices for the NPS Wyoming Main Street	Alliance for Historic Wyoming Wyoming State Historical Society (WSHS) Regional Offices for the NTHP
Local	Casper Historic Preservation Commission Natrona County Historic Preservation Commission	Natrona County Chapter of the WSHS Fort Caspar Museum Other local history & preservation orgs.



# Preservation in Casper

The City of Casper, in cooperation with the Casper Historic Preservation Commission, should be commended for their accomplishments over the years. For more than three decades, the people and government of Casper have engaged in the active preservation of their history, culture, and architecture. The programs and initiatives of both private and public institutions have fostered an understanding and acknowledgment of the city's historic significance and relevance in state and national contexts. Casper's citizens may be justifiably proud of the accomplishments their efforts have enabled. These efforts can be attributed to private organizations and the taxpayer, City of Casper Planning Department, and the Casper HPC.

## Private Organizations

Until the establishment of publicly funded programs, historic preservation in Casper and Natrona County was restricted to the endeavors of private citizens. Civic efforts resulted in the preservation of pioneer sites and structures and the collection of artifacts of importance to the city and county. The earliest historic preservation activities in the county were the focus of clubs and member organizations, such as the Freemasons and the Daughters of the American Revolution.<sup>4</sup> Their work in the late 1910s and early 1920s resulted in the marking of Independence Rock and the Fort Caspar site. Local preservation efforts gained momentum in 1925 when citizens established the Natrona County Historical Society (NCHS), itself an outgrowth of an early pioneer organization.<sup>5</sup> The work of the NCHS resulted in acquisition of much of what is now Fort Caspar Museum and the collection of historical artifacts and archival materials.

A half-century later, in May 1981, the NCHS co-sponsored with the Casper-Natrona County Planning Office what appears to be the city's first official observance of Historic Preservation Week, an event that was part of a month-long program of the National Trust for Historic Preservation celebrating preservation successes and educating the public on preservation topics.<sup>6</sup> This was an early and significant collaboration of private and public

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<sup>4</sup> "Masonic Fete Draws Hundreds, Trail Markers to Be Unveiled," *Casper Star-Tribune*, July, 3, 1920, 1.

<sup>5</sup> "Historians of Natrona Form Organization," *Casper Star-Tribune*, January 22, 1925, 1.

<sup>6</sup> Historic Preservation Month began in 1973 as an educational program of the National Trust for Historic Preservation. Many state and local organizations use this to promote programs and events. "Historical Week Marked," *Casper Star-Tribune*, May 13, 1981, C4.

entities, a partnership that continued through the mid-1980s with the planning of a historic resource survey. This survey would be the first systematic attempt by the local government to inventory historic sites in Natrona County.<sup>7</sup> In 1985, the County received a \$13,000 federal grant, administered through the SHPO, to survey historic buildings and archaeological sites and to conduct oral histories of longtime residents.<sup>8</sup> In June 1986, the Board of County Commissioners established the Natrona County Historic Preservation Commission, and tasked the panel with overseeing the survey project.

This interest in local history and historic sites coincided with a renewed focus on revitalizing downtown Casper. In July 1985, the City Council approved Resolution 85-110 authorizing the City's participation in the Main Street Program, which was administered by the State of Wyoming.<sup>9</sup> The local program was managed jointly by the City, the Casper Downtown Association, and the Casper Downtown Development Corporation.<sup>10</sup>

### **Casper Historic Preservation Commission**

The City of Casper then formed its own historic preservation program on September 1, 1987, when the Council adopted Ordinance No. 66-87 establishing the Casper Historic Preservation Commission (CHPC) and outlining the program's structure.<sup>11</sup> The commission was comprised of volunteers with varied interests and expertise in historic preservation and facilitated by City Planning Department staff. With Certified Local Government (CLG) status in place by the end of September 1987, a grant from the Wyoming State Historic Preservation Office (SHPO) funded the CHPC's first project – survey of 45 buildings and seven nominations to the National Register of Historic Places.<sup>12</sup> (It is unclear which NRHP listings were a result of this endeavor, as SHPO and NPS records show no nominations between 1983 and 1993.)

An early test of the CHPC and its staff liaison was in handling inquiries about the proposed South Wolcott Street Historic District, “a [National Register of Historic Places] project undertaken independently by the SHPO, largely without the concurrence of the City.”<sup>13</sup> The district was successfully nominated in November 1988 around the same time the

<sup>7</sup> “Historical Society Sets Special Meeting,” *Casper Star-Tribune*, January 23, 1986, C1.

<sup>8</sup> “Historical Site Survey Slated For County,” *Casper Star-Tribune*, November 1, 1985, A3.

<sup>9</sup> Today, the Wyoming Business Council administers the Wyoming Main Street Program. For more information about the program, see Appendix C.

<sup>10</sup> “Legal Notice,” *Casper Star-Tribune*, July 22, 1985, A11; “GOP Women Slate Meeting,” *Casper Star-Tribune*, February 26, 1986, B3.

<sup>11</sup> CLG Certification Documents, 1987 (Wyoming SHPO files).

<sup>12</sup> Wyoming CLG Annual Report Form for 1987, Feb. 1988, 2; Casper Historic Preservation Commission Activities, 1987-91, 1.

<sup>13</sup> Casper Historic Preservation Commission Activities, 1987-91, 1.

Casper Planning Department transferred CHPC administrative responsibilities to Fort Caspar and contracted for a HPC coordinator.<sup>14</sup>

Public education activities dominated CHPC efforts from 1988 to 1991, particularly since other initiatives like survey and National Register nominations did not receive funding despite applications to SHPO for assistance. The CHPC met on December 19, 1991, for an important strategy session at which the commission developed goals and plans for the next three years.<sup>15</sup> As a result, the CHPC sponsored a variety of preservation and public history projects between 1992 and 1996, including: National Register nominations; a Multiple Property Documentation Form (MPDF) and two related nominations covering buildings in Casper designed by the local architectural firm Garbutt, Weidner, and Sweeney; survey of Oregon Trail sites; interpretive signage at the Mormon Ferry Crossing, along the Platte River Parkway, and in the downtown area; production of a historic tour brochure; and the reprinting of Robert Spurrier Ellison's 1930 publication *Independence Rock: The Great Record of the Desert*.

Despite these successes, the CHPC staff liaison regularly noted in annual reports of the mid-1990s the challenges in preserving historic properties due to lack of available funding and absentee owners. A renewed focus on these challenges was the topic of a day-long conference in April 1996 on empty buildings, which was jointly hosted by the Casper HPC and the Wyoming SHPO.<sup>16</sup> Empty buildings in downtown Casper prompted a group of concerned citizens to form the nonprofit organization Historic Casper in order to promote storefront renovations, downtown residential development, removal of non-historic facades on historic buildings, and reuse of abandoned buildings.<sup>17</sup> The group was short-lived and disbanded in July 1997.

The success of the historic tour brochure, produced with CLG grant funding in 1993-94, resulted in reprintings and revised printings in the late 1990s and early 2000s. Commissioners promoted the CHPC, downtown Casper, and the popular brochure by giving tours. Spin-off educational promotions included "Where is it? A Local Puzzler," a regular feature in the *Casper Journal* that included a photograph of a local architectural element, and "Days Gone By," a weekly television spotlight on local history.<sup>18</sup>

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<sup>14</sup> Casper Historic Preservation Commission Activities, 1987-91, 1; "Legal Notice," *Casper Star-Tribune*, November 25, 1988, B11.

<sup>15</sup> Memo from Edna Kennell to Members of the Historic Preservation Committee, Nov. 20, 1991.

<sup>16</sup> "Meeting Today on Restoring Casper's Empty Buildings," *Casper Star-Tribune*, April 27, 1996, C1.

<sup>17</sup> Memo to Historic Casper members from Carol Plummer, Treasurer, August 11, 1996.

<sup>18</sup> Wyoming CLG Annual Report Form for 2001, Mar. 2002, 2.

In the mid-2000s, the CHPC's annual reports note completion of an increasing number of reviews of and comments upon proposed cell tower projects and their potential impacts on cultural resources.<sup>19</sup> In 2005, the CHPC, SHPO, and General Services Administration (GSA) signed a Memorandum of Agreement (MOA) detailing the mitigation for the demolition of the GSA's historic Morad Building located at 133 S. Wolcott Street.<sup>20</sup> Meanwhile, the CHPC maintained efforts to nominate properties to the NRHP, and in 2008, at the City's request, the federal government designated Casper a Preserve America community, an honor administered by the Advisory Council on Historic Preservation recognizing communities that protect and celebrate their heritage and use their historic resources for economic development and community revitalization.

Casper again hosted the state's annual historic preservation conference in 2011, and since then the CHPC has largely focused on downtown Casper. Discussion of a possible downtown historic district led to the completion of a "sidewalk survey" of downtown buildings followed by hiring Preservation Solutions LLC to complete a cultural resource survey.<sup>21</sup> Two phases of survey in the downtown and Old Yellowstone districts took place through 2015 culminating in a report identifying NRHP-eligible properties and recommending potential historic district boundaries.<sup>22</sup> After years of focus on the historic downtown – by private citizens, advocacy and development groups, and the CHPC – the Casper Downtown Historic District was entered into the National Register of Historic Places on October 17, 2016.<sup>23</sup>

Concurrent to the district listing process, the City hosted public meetings and listening sessions in order to update its multi-year comprehensive plan. The City's Planning Department interviewed the CHPC and members participated in discussion that helped shape the plan, which was published in 2017 as *Generation Casper*.

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<sup>19</sup> These reviews were part of the Section 106 review and compliance process. See Appendix A for an elaboration.

<sup>20</sup> Summary of Annual Reports, 2001-2016, Casper HPC files.

<sup>21</sup> Wyoming CLG Annual Report Form for FY2013, December 31, 2013, 5.

<sup>22</sup> Wyoming CLG Annual Report Form for FY2015, December 31, 2015, 5.

<sup>23</sup> Wyoming CLG Annual Report Form for FY2016, December 31, 2016, 4.

## Timeline of Local and Regional Preservation Activities

\* Endeavors not funded or managed by the City of Casper

- 1925 Natrona County Historical Society established\*
- 1936 Fort Caspar Museum established, buildings reconstructed\*
- 1966 Independence Rock first Natrona County property listed in NRHP\*
- 1967 First full-time paid staff at Fort Caspar Museum
- 1971 Fort Caspar first Casper-area property listed in NRHP
- 1981 First local observance of Historic Preservation Week in May, coordinated jointly by Natrona County Historical Society and the Casper-Natrona County Planning office
- 1982 City of Casper builds visitor center at Fort Caspar Museum
- 1985 Natrona County Historic Preservation Committee forms; awarded \$13,000 for survey of historic buildings and archaeological sites and oral histories\*
- 1986 Downtown Casper Main Street forms; Board of County Commissioners approves formation of the Natrona County Historic Preservation Commission
- 1987 Downtown Casper Development Corporation reveals Casper Downtown Development Plan; City of Casper becomes Certified Local Government (CLG)
- 1988 Downtown Development Authority (DDA) formed; City contracts with Fort Caspar to coordinate CLG business; South Wolcott Street Historic District listed in NRHP\*
- 1990 Beginnings of first local inventory of cultural resources
- 1992-93 Four NRHP nominations and one property survey completed and interpretive signage installed at the former Mormon Ferry Crossing
- 1993-94 Historic Tour Brochure produced (15,000 copies printed), and interpretive signage installed along the Platte River Parkway
- 1994-95 Casper HPC sponsors reprint of Robert Spurrier Ellison's 1930 publication *Independence Rock: The Great Record of the Desert*
- 1995-96 Casper HPC partnered with DDA and the Visitor and Convention Bureau to install interpretive signage downtown; MPDF and two related NR nominations completed documenting Casper buildings designed by architectural firm Garbutt, Weidner, and Sweeney
- 1996 Historic Casper forms with the objective of revitalizing the downtown area\*
- 1997 Historic Casper dissolves due to lack of interest
- 2002 National Historic Trails Interpretive Center opens\*
- 2004 Alliance for Historic Wyoming established\*
- 2008 Federal government designates Casper a Preserve America community
- 2011 Casper hosted annual Preserve Wyoming conference; Casper HPC partnered with DDA to design historic-themed banners for downtown
- 2012 Historic Preservation Program Rules and Regulations Updated
- 2014-15 Downtown Casper and Old Yellowstone districts surveyed
- 2016 Casper Downtown Historic District added to NRHP

## Previous Activities – National Register Listings

<b>National Register Property Name</b>	<b>Location</b>	<b>Date Listed</b>
Independence Rock	Highway 220, SW of Casper	1966
Fort Caspar	4001 Fort Caspar Rd.	1971
Pathfinder Dam	SW of Casper	1971
Casper Buffalo Trap	Restricted	1974
Bridger Immigrant Road---Waltman Crossing	West of Casper	1975
Fort Caspar (Boundary Increase)	4001 Fort Caspar Rd.	1976
Martin's Cove	SW of Casper	1977
Stone Ranch Stage Station	NW of Casper	1982
Midwest Oil Company Hotel	136 E. 6th St.	1983
Townsend Hotel	115 N. Center St.	1983
South Wolcott Street Historic District	S of Downtown Casper	1988
Rialto Theater	100-201 E. 2nd St.	1993
Consolidated Royalty (Conroy) Building	137-141 S. Center St.	1993
Casper Fire Department Station No. 1	302 S. David St.	1993
Natrona County High School	930 S. Elm St.	1994
Tribune Building	216 E. 2nd St.	1994
North Casper Clubhouse	1002 E. L St.	1994
Casper Motor Company--Natrona Motor Co.	230 W. Yellowstone Hwy	1994
Church of Saint Anthony	604 S. Center St.	1997
Elks Lodge No. 1353	108 E. 7th St.	1997
Roosevelt School	140 E. K St.	1997
Kerr Federal Building	111 S. Wolcott St.	1997
Bishop House	818 E. 2nd St.	1998
Ohio Oil Company Building	159 N. Wolcott St.	2001
Casper Army Air Base	8500 Fuller St.	2001
Masonic Temple	105 N. Center St.	2005
Grant Street Grocery and Market	815 S. Grant Ave.	2008
Odd Fellows Building	136 S. Wolcott St.	2009
Turner--Cottman Building	120-130 W. 2nd St.	2015
Dean Morgan Junior High School	1440 S. Elm St.	2016
Casper Downtown Historic District	Downtown Casper	2016

## Previous Activities – Cultural Resource Survey

<b>Survey Project</b>	<b>Date</b>
Survey undertaken by Natrona County HPC	1985-86
Casper HPC's first survey, approx. 45 buildings	1987-88
4 buildings (Natrona County High School, North Casper Clubhouse, Natrona Motors Building, and Tribune Building) and two sites (Child's Fork of the Oregon Trail and Mormon Ferry Crossing)	1992-93
Downtown & Old Yellowstone Districts - Phase I	2014
Downtown & Old Yellowstone Districts - Phase II	2015

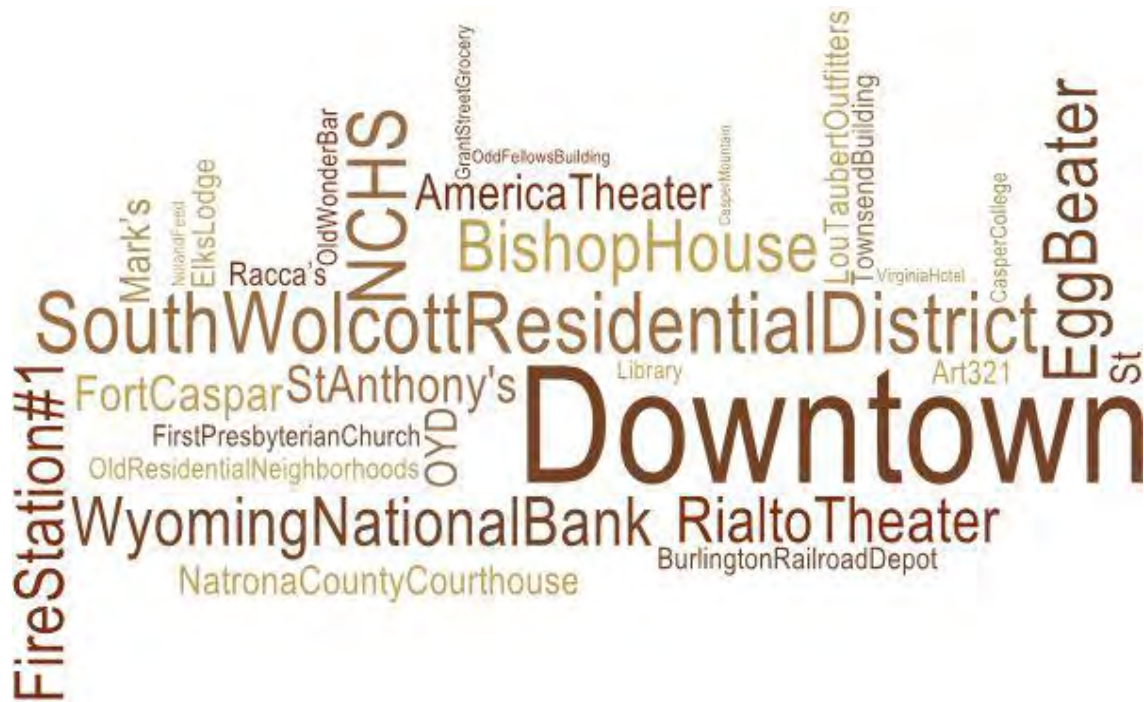
# Status of Historic Preservation in Casper

## Results of Public Opinion Poll

For over five months, from October 2018 through February 2019, a public opinion poll was undertaken to gather thoughts and opinions from the general public regarding historic preservation in Casper. Almost two hundred (181) respondents completed the survey either online or on paper copies circulated by CHPC during a number of outreach events. Results of the public input are illustrated in Appendix G.

Overall, respondents indicated strong support of preservation activities citywide. Retention of community character and an improved understanding of the past were identified as the top reasons such activities are important to Casperites.

The vast majority of respondents (~78%) were longtime (20y+) residents of Casper and are lay citizens that identified simply as “interested in Casper’s preservation” (~75%). Respondents ranged in age from 18 to over 65 years of age. The Word Cloud below illustrates which buildings respondents found most important to Casper’s identity.





The poll documented respondents only somewhat agree that Casper recognizes and appreciates its own historic resources. Downtown and the historic commercial core was overwhelmingly listed as the most threatened of Casper’s historic resources. Lack of interest/understanding, development pressure, and lack of funding were the top three identified threats.

Poll data indicates the top priorities upon which the CHPC should focus efforts are in the following areas:

- Education to increase broad understanding of historic preservation
- Funding for preservation activities
- Strengthening of the role of historic preservation in local planning



Engagement with Casperites  
ArtWalk at Art321 October 2018



“Historic Casper Matters” Float  
Casper Christmas Parade 2018

To ensure the highest number of constituents were aware of the poll and had ample opportunity to contribute their opinion, the City and HPC engaged in direct public outreach at a number of public events and in a variety of formats including:

- Local media press releases and both radio and newspaper interviews
- Online notifications via City website and social media
- Posters, postcards, and handouts displayed and distributed at various public events
- Project briefings and consultation with multiple municipal commissions and committees

# Recommendations - Goals & Action Steps

## Overview

Casper has, over the years, initiated a number of efforts to preserve its cultural resources. In place over thirty years, Casper's historic preservation program has cultivated a strong community commitment to its heritage and historic resources.

Continued development of a preservation program within the context of City planning can provide a level of stability that is necessary to attract investment by means of preserved landscapes that accommodate appropriate new construction. Furthermore, conservation of historic and prehistoric resources is one of the best tools toward leaving a legacy of Casper's heritage while fueling new economic and educational activity.

To aid the city's development and transformation in the future, the City should continue to implement public policy promoting preservation in targeted areas, while integrating it into the City's planning and land use processes.

Based on review of past performance, existing conditions, and public input, three major goals have been identified. The City's historic preservation program would benefit from the policy objectives and action steps specifically outlined under the following goal categories (related Action Steps are compiled in a prioritized list on page 32):

### **Goal 1: Strengthen Historic Preservation Efforts**

### **Goal 2: Cultivate Public Awareness and Partnerships**

### **Goal 3: Encourage Preservation as an Economic Development Tool**

# Goal 1: Strengthen Preservation Efforts

As a seasoned CLG, the Casper HPC has the opportunity to amplify its historic preservation program in a variety of ways. While identification and designation are key planning tools, HPC capacity development and coordination with other City programs and departments are necessary actions toward the effective function of a citywide preservation program.

## Policy Objective 1.A: Strengthen the Capacity of the Historic Preservation Program

### Action 1.A.1: Staff and HPC Training

*Who:* City, HPC

*When:* 2020, ongoing

*How:* City staff, and HPC members attend annual SHPO and/or *National Alliance for Preservation Commissions* trainings and workshops; reach out to these entities and other partners for technical assistance; seek out relevant webinars to attend regularly as a group.

*Considerations:* Poll data indicates “Education of decision-makers and others who influence the fate of the built environment” (Question 7) and “Strengthen the role of historic preservation in local planning and community revitalization” (Question 10) as high priorities.

### Action 1.A.2: Expand HPC Network

*Who:* City, HPC

*When:* 2020-2022

*How:* Network among the building trades, realtors, Chamber of Commerce members, diverse populations, and so forth; invite directly; if necessary, adjust bylaws to accommodate at least a few more members to ensure quorum is easily attained for all scheduled meetings.

*Considerations:* Confirm if there are any present or pending vacancies; include a non-voting student position to tap into the area collegiate network. Additional means by which to provide more capacity to constituents include requesting involvement and guidance from SHPO, as well as contracting a professional preservation consultant for 5-10 hours per month using a small amount of City funds or a CLG grant.

**Action 1.A.3: Actively Participate in Section 106 Consultation**

*Who:* HPC, SHPO, applicable federal agencies (e.g. WYDOT, BLM, HUD, GSA, etc.)

*When:* 2020, ongoing

*How:* Notify SHPO of HPC interest in notification and participation in all forthcoming federally triggered projects; actively participate in the development of mitigation efforts to resolve proposed Adverse Effects to historic properties.

*Considerations:* Section 106 regulations place major emphasis on consultation with interested parties. The HPC should take an active role in participating in the project review and comment process. See Appendix A for more information on Section 106. Further, poll data indicates “Development pressure, teardowns, and sprawl” and “Lack of interest/awareness/lack of understanding of the value and fragility of heritage buildings/sites (Question 5) as the most serious threats facing historic properties. An informed and engaged HPC could address these threats.

**Policy Objective 1.B: Coordinate City Guiding Policies with Preservation Planning**

Historic preservation is an important tool in Casper’s economic development, sustainability, public health, housing, and land use toolkit. In this respect, it is a vital part of broader community development policies and objectives. Coordinated efforts across City divisions will strengthen the program.

**Action 1.B.1: Amplify preservation language in City guiding documents where needed**

*Who:* City, HPC

*When:* 2023-2025

*How:* Review the Generation Casper Comprehensive Plan and other guiding documents; identify areas where elaborations or implementation strategies can facilitate execution specific goals.

*Considerations:* See Generation Casper’s Strategic Action Plan Table 5-2, #2 and #20. These specifically call out City and HPC actions related to training, heritage tourism, historic building survey, and financial incentive packages for rehabilitation, which were further substantiated by the public opinion poll and this Plan.

**Action 1.B.2: Expand monitoring and reporting of the preservation program to assure a high level of performance**

*Who:* City, HPC

*When:* 2020, ongoing

*How:* Develop a simple reporting form measuring program activity and tracking progress against the Goals and Action Steps outlined herein; amplify the existing reporting protocol for sharing information about HPC actions with both the Planning and Zoning Commission and City Council by implementing proactive in-person engagement conducted not just by City staff, but by the HPC commissioners themselves.

*Considerations:* Poll data identifies the education of “decision-makers” as a top priority (Question 7); familiarizing municipal representatives, which inherently change regularly, is an ongoing process of explaining the role of the HPC and each of the programs it oversees at the local level.

**Action 1.B.3: Horizontally integrate historic preservation into other City planning/development efforts**

*Who:* City, HPC, City Council, other relevant commissions (e.g. Planning and Zoning Commission, Architectural Review Committee)

*When:* 2023, ongoing

*How:* Coordinate and conduct an annual interdepartmental work session related to cultural resources; collaborate within City departments to promote best practices and benefits of historic preservation; establish annual goal-setting sessions with other City departments; ensure mutually supportive actions and identify any areas of concern; link all previous survey data into the City GIS system to facilitate easy mapping as a planning tool.

*Considerations:* Coordinate with Natrona County entities and County HPC as well if deemed useful/necessary. Proactively keeping City departments and boards apprised of HPC actions and policies boosts the effectiveness of HPC efforts.

**Policy Objective 1.C: Identification and Designation**

By improving two fundamental historic preservation tools – historic resource inventory and historic register listings – the City can provide property owners with economic development tools, streamline federal project review, and substantiate other preservation planning efforts. Additionally, the identification of properties eligible for listing in the National Register is a key component of economic development (see Goal 3 below).

**Action 1.C.1: Develop a Survey Plan**

*Who:* City, HPC

*When:* 2023-2025

*How:* Identify planning needs, citizen interest, available funding, and nature of historic resources; identify sources for future research, historical themes, expected property types, and geographic areas that appear to contain a high concentration of historic resources; develop a plan to efficiently document these areas based on Commission priorities.

*Considerations:* Themes upon which survey could be directed include Depression-era New Deal projects (e.g. WPA and CCC resources), cultural influences of immigrants and minorities (e.g. Scandinavian builders, African American history), site-specific historic events potentially warranting place markers (e.g. historic trail, important building that is no longer extant), Standard Oil Addition (270+ acres SW of downtown), Mid-Century Modern architecture, and the works of locally prominent architects/builders (e.g. Leon Goodrich, William Dubois); additional survey themes could include North Casper, the mixed industrial-residential area east of downtown near the railroad tracks, Casper Mountain Hogodon Ski Area/Eadsville, Valley Hills mid-century residential neighborhood, Casper College, institutional buildings citywide (i.e. schools, churches, government buildings), and updates of previous NRHP listings (e.g. Wolcott Historic District, Garbutt & Widener MPDF).

**Action 1.C.2: Undertake Pre-Redevelopment Survey**

*Who:* HPC, HP students, volunteers

*When:* 2023, ongoing

*How:* Apply for CLG grant; hire a qualified preservation professional; include volunteer support from HPC and HP students from Casper College.

*Considerations:* As both publicly funded and private redevelopment projects are anticipated, at least reconnaissance-level pre-demo survey should be completed, particularly for buildings more than 45 years of age; SHPO can provide technical assistance as to best practices for inventory of historic resources.

**Action 1.C.3: Pursue Multiple Property Documentation Form (MPDF) “Historic Residential Resources of Casper”**

*Who:* City, HPC

*When:* 2026-2029

*How:* Apply for CLG grant; hire a qualified preservation professional

*Considerations:* Though some of Casper’s early twentieth century grand, high-style homes have been listed in the National Register, there are a high number of working-class cottages, multi-unit dwellings, and mid-century neighborhoods that retain integrity and warrant documentation.

# Implementation Table – Goal 1

Goal	Policy Objectives and Action Steps	2020-2022	2023-2025	2026-2029
Goal 1: Strengthen Protection and Preservation Efforts	<b>Policy Objective 1.A: Strengthen Capacity of Historic Preservation Program</b>			
	Action 1.A.1: Staff & HPC training		ongoing	
	Action 1.A.2: Expand HPC Membership			
	Action 1.A.3: Actively Participate in Section 106 Consultation		ongoing	
	<b>Policy Objective 1.B: Coordinate County Guiding Policies with Preservation Planning</b>			
	Action 1.B.1: Amplify preservation language in City guiding documents as needed			
	Action 1.B.2: Expand monitoring and reporting of the preservation program to assure a high level of performance		ongoing	
	Action 1.B.3: Horizontally integrate preservation into other County planning/development efforts			ongoing
	<b>Policy Objective 1.C: Identification and Designation</b>			
	Action 1.C.1: Develop a Survey Plan			
	Action 1.C.2: Undertake Pre-Redevelopment Survey		ongoing	
	Action 1.C.3: Pursue MPDF “Historic Residential Resources of Casper”			



## Goal 2: Cultivate Public Awareness & Partnerships

Public awareness and partnerships promote policies that support preservation efforts and expand the base of preservation players, engaging partners in collaborative preservation activities. While the City staff typically acts as coordinator, advocacy efforts should be shared across a broad base of independent community organizations, private citizens, nonprofit organizations, and so forth. Leveraging the capabilities of these organizations supports broad community involvement and facilitates efficient use of City resources in other aspects of the preservation program.

### **Policy Objective 2.A: Increase Access to Information**

Among the best practices for administering a preservation program is the provision of convenient access to information needed by property owners and other users. This includes making information on Casper's cultural resources, historic buildings, the Historic Preservation Program, and best practices for historic building maintenance and rehab readily available.

#### **Action 2.A.1: Expand and Improve HPC website**

*Who:* City, HPC, HP student intern

*When:* 2020-2022

*How:* Obtain a website domain that redirects to the official City HPC website; review other county HPC websites for reference; add links to the following to improve access to information about the Casper HPC and preservation, in general;

- National Register-listed properties and nominations
- Historic resource survey documents, archival research sources, and so forth
- Secretary of the Interior's Standards
- National Park Service preservation briefs for rehabilitation best practices
- List of surveyed properties, inventory forms, eligibility assessments, survey map
- Other City or County entities interrelated to HPC, as appropriate
- Natrona County Historical Society/Natrona County HPC

- Alliance for Historic Wyoming

*Considerations:* Access to information and transparency is a priority. Currently the City website has only minimal information and which is not easily found. Property owners, developers, and builders/constituents in general, need clear guidance for the treatment of historic resources to make informed decisions about their properties. See Spokane City/County Historic Preservation Office for an example ([historicspokane.org](http://historicspokane.org)).

## **Policy Objective 2.B: Raise Awareness and Promote Preservation Education**

### **Action 2.B.1: Recognize good rehabilitation efforts**

*Who:* City, HPC

*When:* 2020, ongoing

*How:* Step 1: develop a protocol/procedure for an annual recognition program, perhaps as part of an annual open house or during Historic Preservation Month (May); Step 2: create a form letter for City Council signatures; present to property owner; send press release to newspaper; post photos and award on City/HPC website.

*Considerations:* Publicly recognize private entities that undertake “responsible development” or “growing the community while preserving Casper’s heritage.” Poll data indicates Casperites think the most serious threat to historic resources is lack of awareness and understanding (Question 5), and that a top priority of the HPC should be education of the general public about the importance of preserving and using historic buildings (Question 7).

### **Action 2.B.2: Arrange rehabilitation skills training workshops for local trade workers, preservation partners, and the general public**

*Who:* City, HPC, SHPO, Alliance for Historic Wyoming

*When:* 2026-2029

*How:* Apply for a CLG grant; coordinate with SHPO and/or Alliance for Historic Wyoming to arrange for a rehabilitation techniques training program; promote the event to both property owners and local trade workers.

*Considerations:* The public opinion poll indicates a desire for educational opportunities related to appropriate procedures for historic building stewardship (Question 9); HPC outreach classes at Casper College would be an effective vehicle for this action step.

**Action 2.B.3: Promote preservation success stories and local history through smartphone-compatible walking and driving tours**

*Who:* City, HPC staff, HPC, HP students

*When:* 2026-2029

*How:* Step 1: research available options and costs for compiling information, producing tours, and promotion; determine what geographic areas and/or thematic resources on which to focus. In addition to buildings, themes could include wall-painted “ghost” signs, historic trails, site-specific historic events; Step 2: apply for tourism and/or CLG grant funding, as necessary; Step 3: launch and promote tours.

*Considerations:* Many communities have produced smartphone-compatible walking tours that range from less expensive and publicly available apps to costlier custom-designed platforms. See the *Implementation Tools* section for a list of examples.

**Policy Objective 2.C: Improve Partnerships and Collaboration**

**Action 2.C.1: Encourage public participation in the preservation program**

*Who:* City, HPC, general public

*When:* 2020, ongoing

*How:* Hold HPC meetings and other hearings in the evening to allow for more public participation; meet in a location that can accommodate larger numbers of individuals; engage residents and property owners in researching and nominating resources for designation; regularly invite constituents to comment on City preservation activities.

*Considerations:* In addition to professionals, lay people should also participate in the system at a variety of levels. When property owners, builders, and/or developers understand how the system operates, they can make informed decisions about historic properties. In addition, HPC meetings could rotate locations citywide to ensure engagement with communities represented, heighten participation, and represent transparency to constituents.

**Action 2.C.2: Work with economic development partners**

*Who:* City, HPC, Chamber of Commerce, and other relevant potential partners

*When:* 2023, ongoing

*How:* Identify potential economic development partners; engage directly and consult to determine areas of mutual interest; propose inclusion of historic resources in redevelopment policies and economic development plans.

*Considerations:* Poll data indicates “Encourage historic preservation as an economic development tool” while maintaining historic integrity as a top priority (Question 10).

**Action 2.C.3: Develop a preservation consortium to consolidate efforts and improve coordination between organizations and agencies**

*Who:* City, HPC, and various partners listed below

*When:* 2023, ongoing

*How:* Identify and contact representatives (e.g. board members or staff) from various organizations or agencies that have a mission either wholly or partially involving history and/or cultural resources; meet regularly to share ideas, actively collaborate on promotional efforts, coordinate fundraising efforts, and so forth.

*Considerations:* Suggested members would include Natrona County Historical Society, Natrona County HPC, Natrona County Parks, various City and County libraries, WYDOT, BLM, and Casper College history department staff.

# Implementation Table – Goal 2

Goal	Policy Objectives and Action Steps	2020-2022	2023-2025	2026-2029
Goal 2: Cultivate Public Awareness and Partnerships	<b>Policy Objective 2.A: Increase Access to Information</b>			
	Action 2.A.1: Expand and Improve HPC website			
	<b>Policy Objective 2.B: Raise Awareness and Promote Preservation Education</b>			
	Action 2.B.1: Recognize good rehabilitation efforts	ongoing		
	Action 2.B.2: Arrange rehabilitation skills training workshops			
	Action 2.B.3: Promote preservation successes and local history through smartphone-compatible tours			
	<b>Policy Objective 2.C: Improve Partnerships and Collaboration</b>			
	Action 2.C.1: Encourage public participation in the preservation program	ongoing		
	Action 2.C.2: Work with economic development partners		ongoing	
	Action 2.C.3: Develop a preservation consortium		ongoing	

## Goal 3: Encourage Preservation as an Economic Development Tool

Heritage appreciation aside, historic preservation is a proven economic development tool that has demonstrated effectiveness in revitalization efforts nationwide. The City can facilitate private investment in historic buildings in a number of ways, by packaging and promoting existing incentives, efficiently approaching regulatory processes impacting private rehab projects, and investigating opportunities to develop new incentives.

### **Policy Objective 3.A: Utilize, Package, and Promote Existing Programs & Incentives**

#### **Action 3.A.1: Compile historic rehabilitation development incentive packages**

*Who:* City, HPC

*When:* 2026-2029

*How:* Identify vacant, blighted, and/or currently NRHP-eligible buildings; review all available programs and incentives for applicability; create a one-page layperson's incentives guide for each particular building; see Appendices B and C for various incentive programs available.

*Considerations:* Poll data indicates financial incentives (i.e. grants, tax incentives, low-interest loans) are the top three tools deemed effective by Casperites (Question 8). In particular, the former Wyoming National Bank (aka Wells Fargo) building at 234 E. 1<sup>st</sup> St. would greatly benefit from local landmark listing and a preservation feasibility study.

#### **Action 3.A.2: Notify property owners of available incentives and facilitate their use**

*Who:* City, HPC

*When:* 2020, ongoing

*How:* Review historic building inventory information; identify good candidates for various grant programs and notify property owners; develop and generate informational handouts and website links to inform and assist property owners.

*Considerations:* Poll data indicates financial incentives (i.e. grants, tax incentives, low-interest loans) are the top three tools deemed effective by Casperites (Question 8). At the same time, the poll identified the need for outreach and

education in the areas of historic building rehabilitation and associated financial incentives (Question 9).

**Action 3.A.3: Coordinate historic preservation incentives with economic development agencies**

*Who:* City, HPC, Chamber of Commerce, economic development entities

*When:* 2026, ongoing

*How:* Work to identify potential partners with an economic development mission (e.g. redevelopment agencies, chamber of commerce, city and county economic development staff). Work with these partners to identify sites and property owners that may benefit from this information. Use their networks/programs to promote preservation incentives.

*Considerations:* Include real estate associations and the Casper Area Economic Development Alliance, particularly as it relates to any projects incentivized by the Federal Economic Opportunity Zones Program.

**Action 3.A.4: Develop economic incentives to protect cultural resources**

*Who:* City, HPC

*When:* 2026, ongoing

*How:* Step 1: Identify cultural resources with the potential to come into conflict with future development; Step 2: research incentive programs utilized by successful preservation entities nationwide; Step 3: develop incentive tools that facilitate avoidance of adverse impact and/or fund resource documentation prior to development.

*Considerations:* Poll data indicates financial incentives (i.e. grants, tax incentives, low-interest loans) are the top three tools deemed effective by Casperites (Question 8). Investigate options to purchase or swap land containing the most important sites for the purposes of establishing conservation easements and utilize Wyoming SHPO grants and other available funding sources, as applicable. Work to establish local preservation incentives by means of streamlined codes review, reduced landfill tipping fees, and so forth.

Any City-funded or City-facilitated projects should use nationally recognized best practices in adaptive reuse and historic preservation to avoid hindering historic integrity. Early consultation with SHPO regarding design can avoid costly delays, as can the inclusion of a preservation professional and/or an

architecture firm familiar with the Secretary of the Interior's Standards. The City should endeavor to exemplify best practices by including HPC review of and comment on proposed work on NRHP-eligible buildings whenever feasible.



# Implementation Table – Goal 3

Goal	Policy Objectives and Action Steps	2020-2022	2023-2025	2026-2029
<b>Goal 3: Encourage Preservation as an Economic Development Tool</b>	<b>Policy Objective 3.A: Utilize, Package, and Promote Existing Programs &amp; Incentives</b>			
	Action 3.A.1: Compile historic rehabilitation development incentive packages			
	Action 3.A.2: Notify property owners of available incentives and facilitate their use	ongoing		
	Action 3.A.3: Coordinate historic preservation incentives with economic development agencies			
	Action 3.A.4: Develop economic incentives to protect cultural resources			

# Prioritized Action Steps

<b>Tier 1 Action Steps (years 1-3)</b>
Action 1.A.1: Staff & HPC training
Action 1.A.2: Expand HPC Network
Action 1.A.3: Actively Participate in Section 106 Consultation
Action 1.B.2: Expand monitoring and reporting of the preservation program to assure a high level of performance
Action 2.A.1: Expand and Improve HPC website
Action 2.B.1: Recognize good rehabilitation efforts
Action 2.C.1: Encourage public participation in the preservation program
Action 3.A.2: Notify property owners of available incentives and facilitate their use
<b>Tier 2 Action Steps (years 4-6)</b>
Action 1.B.1: Amplify preservation language in City guiding documents as needed
Action 1.B.3: Horizontally integrate preservation into other County planning/development efforts
Action 1.C.1: Develop a Survey Plan
Action 1.C.2: Undertake Pre-Redevelopment Survey
Action 2.C.2: Work with economic development partners
Action 2.C.3: Develop a preservation consortium
<b>Tier 3 Action Steps (years 7-10)</b>
Action 1.C.3: Pursue MPDF “Historic Residential Resources of Casper”
Action 2.B.2: Arrange rehabilitation skills training workshops
Action 2.B.3: Promote preservation successes and local history through smartphone-compatible tours
Action 3.A.1: Compile historic rehabilitation development incentive packages
Action 3.A.3: Coordinate historic preservation incentives with economic development agencies
Action 3.A.4: Develop economic incentives to protect cultural resources

# Implementation Tools

The following implementation tools – National Register designation, Main Street Community certification, and smartphone-compatible interpretation – are recommended ways to achieve the goals outlined in this plan. These three well-established tools are used by communities big and small throughout the U.S. to preserve, leverage, and interpret historic resources of all kinds. Appendices B and C list possible funding sources for using these implementation tools.

## National Register Designation

Concurrent with identification of historic resources is the need to target specific resources for protection through proactive measures such as nominating eligible properties for listing in the National Register of Historic Places and thus qualifying them for voluntary participation in federal and state incentive programs.

The National Register program provides several ways to nominate properties based on their level of significance, architectural integrity, and proximity to other historically significant resources. Properties can be nominated individually, as part of a thematically linked Multiple Property Documentation Form (MPDF), or as contributing elements to a historic district.

## Individually Eligible Properties

The City should support property owners toward nominating individually eligible properties for listing in the National Register of Historic Places. The City can support registration by maintaining a list of potentially individually eligible properties and notifying owners of the benefits of listing, such as rehabilitation tax credit incentives, as well as the procedures for nominating properties. The windshield survey, designed as a “first-look” at a broad group of historic resources, identified numerous properties with sufficient historic architectural integrity to be eligible for individual listing in the National Register of Historic Places.<sup>24</sup>

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<sup>24</sup> The National Register criteria also serve as the basis for locally designating historic properties. Additional research, evaluation, and consultation with the Wyoming State Historic Preservation Office’s National Register program staff will be necessary to pursue preparation of individual nominations for these properties.

### Multiple Property Documentation Form Nomination

A National Register MPDF is a cover document that provides the history and development trends for a thematic grouping of historic properties. An MPDF may be used to nominate and register thematically related properties simultaneously or to establish the registration requirements for properties that may be nominated in the future. This form is included at the end of this section, and includes sample text for a recommended MPD for Casper...

The MPDF format provides an economy of scale by allowing similar resources to be nominated under one cover document, thus avoiding redundancy. Furthermore, the ability to nominate similar properties over a period of time provides flexibility to a nomination process that is dependent on owner support. The MPDF format also assists in preservation planning and cultural resource management because it establishes registration requirements for similar properties that may be nominated in the future, thus providing the advantage of predetermining the shared physical and thematic characteristics of particular functional or architectural property types to facilitate future identification and evaluation.

In Wyoming, there are already a number of existing National Register MPDFs that could be used to nominate historic resources in Casper. These existing MPDFs cover resources associated with historic motor courts and motels, schools, post offices, truss and arch bridges, ranches and homesteads, and buildings designed by Garbutt, Weidner, and Sweeney.<sup>25</sup>

This approach using a MPDF is best suited for much of Casper. Not only does this approach align with the scope and scale of the city, it enables the nomination of scattered individual and small groupings of potentially eligible resources with shared histories. The MPDF approach to nomination allows for the comparison of like types of properties by linking them with common themes, associations, and development trends. Using professionally accepted documentation standards, a MPDF can provide the City with a complete picture of the community's historic resources so that decisions to recognize specific buildings or areas will not be made arbitrarily. Lastly, once a MPDF has been approved, property owners or the City can initiate NRHP nominations that require significantly less time and effort to prepare.

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<sup>25</sup> A listing these MPDFs can be found on the Wyoming SHPO website at <http://wyoshpo.state.wy.us/index.php/programs/planning-historic-contexts/all-contexts>

The Casper HPC should sponsor the preparation of a locally focused MPDF for the “Historic Residential Resources of Casper, Wyoming.” Windshield surveys have already identified a number of early to mid-twentieth century residential properties that warrant individual listing in the National Register, but many others may qualify as part of a thematic grouping for their significant associations with the patterns of residential development of Casper.

A MPDF for the “Historic Residential Resources of Casper, Wyoming” would treat the entire city as the subject area and could include a variety of historic themes and types of residential properties. The document might include themes or contexts such as “Historic Apartment Buildings of Casper, Wyoming,” and/or “Working Class Dwellings of Casper, Wyoming.” The MPDF then identifies property types that have shared physical characteristics and/or histories and provides guidance on integrity based on comparisons of similar properties located elsewhere in the city. With a completed MPDF, subsequent National Register nominations of thematically related properties need only provide the physical description and history of the resource(s) being nominated and only reference the contexts, property types, and registration requirements outlined in the MPDF.

Many communities nationwide and across Wyoming now employ the MPDF nomination approach, which emphasizes the use of historic contexts as a streamlined way to organize research information and to evaluate potentially significant individual properties and districts as they are identified (e.g. Industrial Railroad Facilities in Cheyenne, Wyoming; Pioneer Ranches/Farms in Fremont County, Wyoming). With hundreds of properties to survey throughout Casper, the MPDF approach will yield significant benefits in survey and evaluation consistency, quality, and efficiency. The standards for preparing a MPDF are presented in detail in the National Register Bulletin [\*How to Complete the National Register Multiple Property Documentation Form.\*](#)



NPS Form 10-900-b

OMB No. 1024-0018

United States Department of the Interior  
National Park Service

SAMPLE

Historic Residential Resources of Casper, Wyoming

Wyoming

Name of Multiple Property Listing

State

**Table of Contents for Written Narrative**

Create a Table of Contents and list the page numbers for each of these sections in the space below.

Provide narrative explanations for each of these sections on continuation sheets. In the header of each section, cite the letter, page number, and name of the multiple property listing. Refer to *How to Complete the Multiple Property Documentation Form* for additional guidance.**Page Numbers****E. Statement of Historic Contexts**

(If more than one historic context is documented, present them in sequential order.)

- Settlement and Residential Development of Casper, Wyoming - c. 1900-1970
  - Era of Town Formation, c. 1890-1910
  - Advent of a Transportation Network, 1910-1930
  - Great Depression & World War II, 1930-1945
  - Post-War Recovery & the Modern Era, 1945-60
  - Casper in the 1960s and 1970s
- Residential Architectural Styles and Building Forms, c. 1900-1970
  - Single-family Residential Forms
  - Multi-family Residential Forms
  - Residential Styles in Casper

**F. Associated Property Types**

(Provide description, significance, and registration requirements.)

- Single-family Dwelling
- Multi-family Dwelling
- Residential Historic District

**G. Geographical Data****H. Summary of Identification and Evaluation Methods**

(Discuss the methods used in developing the multiple property listing.)

**I. Major Bibliographical References**

(List major written works and primary location of additional documentation: State Historic Preservation Office, other State agency, Federal agency, local government, university, or other, specifying repository.)

**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 250 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, PO Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503.

### Main Street Community Designation

Since 1980, the National Main Street program has provided a model that has been used by downtowns across the country to stimulate economic development within the context of historic preservation in communities across the country. In Wyoming, the Wyoming Business Council oversees the Main Street program, which can be implemented in towns and cities of any size. In 1985, the Casper City Council authorized the City's participation in the program, but Casper does not currently participate.

The Wyoming Main Street program provides communities with technical assistance for revitalization of commercial business districts using the National Trust for Historic Preservation's Main Street Four Point Approach:

1. **Organization:** Organization establishes consensus and cooperation by building partnerships among the various groups that have a stake in the commercial district.
2. **Promotion:** Promotions communicate a commercial district's unique characteristics, its cultural traditions, architecture, history and activities to shoppers, investors, visitors and potential business and property owners.
3. **Design:** Design means getting downtown into top physical shape; preserving a place's historic character and creating a safe, inviting environment for shoppers, workers and visitors.
4. **Economic Vitality:** Economic vitality is a strategy to retain and expand successful business by providing a balanced commercial mix, sharpening the competitiveness and merchandising skills of business owners, and attracting new businesses that the market can support. Converting unused or underused commercial space into economically productive property also helps boost the profitability of the district.

The Main Street approach is incremental; it is not designed to produce immediate change. In order for a community to succeed, a long-term revitalization effort requires careful attention to every aspect of downtown.

The Main Street Four Point Approach is a community-driven and common-sense way to address a variety of issues and problems facing traditional business districts. The Main Street approach advocates a return to community self-reliance, local empowerment and the rebuilding of traditional commercial districts based on unique assets such as distinctive architecture, a pedestrian-friendly environment, personal service, local ownership and a sense of place.

The Wyoming Main Street program provides increasing degrees of technical and architectural assistance to three tiers of communities:



- **Aspiring communities** are exploring downtown revitalization and wish to become an affiliate or certified community within the next two years.
- **Affiliate communities** are in the beginning stages of downtown revitalization. Wyoming Main Street provides access to training and some on-site assistance.
- **Certified communities** have paid staff and mature downtown development programs. Wyoming Main Street provides access to training, on-site assistance and resources for additional technical assistance.

### Heritage Tourism: Smartphone-Compatible Walking and Driving Tours

With so much historical information already compiled in existing walking and driving tours and in National Register documents, smartphone compatible tours are within reach. Historical societies and preservation organizations throughout the U.S. have developed smartphone compatible tours on platforms ranging from publicly available to custom-designed apps. This tool could introduce new audiences to the work of the HPC and its partners.

Examples include:

- The Landmark Society of Western New York offers six self-guided walking tours of Downtown Rochester that are accessible on mobile devices via the familiar Google Maps app. They have made the tours available as PDFs that can be downloaded and printed in advance.  
[landmarksociety.org/programs/tours-special-events/landmark-walking-tours/](http://landmarksociety.org/programs/tours-special-events/landmark-walking-tours/)
- The City of Bellingham, Washington, offers three self-guided walking and driving tours of historic districts and corridors. These tours, funded in part through a National Park Service grant, are accessed via the City's website on a custom-designed app and include interactive story maps and audio clips.  
[cob.org/services/planning/historic/pages/historic-tours.aspx](http://cob.org/services/planning/historic/pages/historic-tours.aspx)
- Humanities Kansas (HK) used Clio, a free crowdsourced mobile history app, to create *Walk with Me/Camino Conmigo*, a walking and driving tour of Latino cultural sites in several Kansas communities.  
[humanitieskansas.org/get-involved/kansas-stories/places/join-the-movement-on-the-map](http://humanitieskansas.org/get-involved/kansas-stories/places/join-the-movement-on-the-map)

# Historic Resources

## Historic Themes & Contexts

The City of Casper is a significant regional commercial center in central Wyoming and has long been a cultural, commercial, and transportation hub of the surrounding region. This rich history is reflected in its surviving historic cultural resources.

To fully appreciate the significance of Casper’s cultural resources, it is important to understand the forces that influenced the evolution of the county in general, as well as the development trends that occurred regionally, statewide, and nationally. The National Park Service defines historic context as “a broad pattern of historical development in a community or its region that may be represented by historic resources.”<sup>26</sup> According to the Secretary of Interior’s *Standards for Preservation Planning, Identification, and Evaluation*, proper evaluation of the significance of historic resources can occur only when they are assessed within broad patterns of a community’s historical development. Only then may the National Register criteria for evaluating property eligibility be accurately applied.

The following historic contexts address the development of the city over a period of approximately one hundred years and provide a means of organizing information about properties that share common historic, architectural, or cultural themes.<sup>27</sup> Casper’s property types relate to these themes. When historic resources are viewed in relationship to the context within which they developed, it is possible to apply the established criteria for evaluating eligibility for designation to the national and local historic registers.

## Exploration and Migration

European-American explorers and fur trappers traveling through what is now central Wyoming during the early to mid-nineteenth century encountered native inhabitants including tribes of the Cheyenne, Arapahoe, and Sioux nations. Their traditional lands – those on which they trapped, traded, planted, and ranged – included what is now Natrona County.

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<sup>26</sup> National Park Service, *National Register Bulletin: Guidelines for Local Surveys*

<http://www.nps.gov/history/nr/publications/bulletins/nrb24/chapter1.htm> (accessed March 25, 2019).

<sup>27</sup> These themes should not be confused with a comprehensive history of Casper. It is expected that these local contexts will be added to and modified as additional survey and documentation efforts take place in the future.

After the 1803 Louisiana Purchase, the onset of various westward migrations – including Mormon resettlement beginning in 1846, the 1849 California gold rush, those prompted by the drought and cholera epidemics in the Ohio River Valley during the mid-1850s, and later the 1859 Colorado gold rushes and the 1862 Homestead Act – all drew people west to lands newly organized by the U.S. government. The increased use of overland emigrant trails, several of which crossed through present-day Natrona County and Casper, prompted the first major encroachment by non-Indians into the area.

To serve the influx, ferries, bridges, and trading posts sprang up along these trade routes. In what became Natrona County, the first documented European-American settlement dates to the 1850s establishment of bridges crossing the North Platte River in the vicinity of present-day Casper. While the Mormons had operated a seasonal ferry across the river for several years, John Richard's 1852 construction of a bridge over the North Platte a few miles downstream from the Mormon ferry, along with Louis Guinard's subsequent establishment of a bridge and trading post near the Mormon ferry in 1859, combined to facilitate the travels of increasing numbers of emigrants.

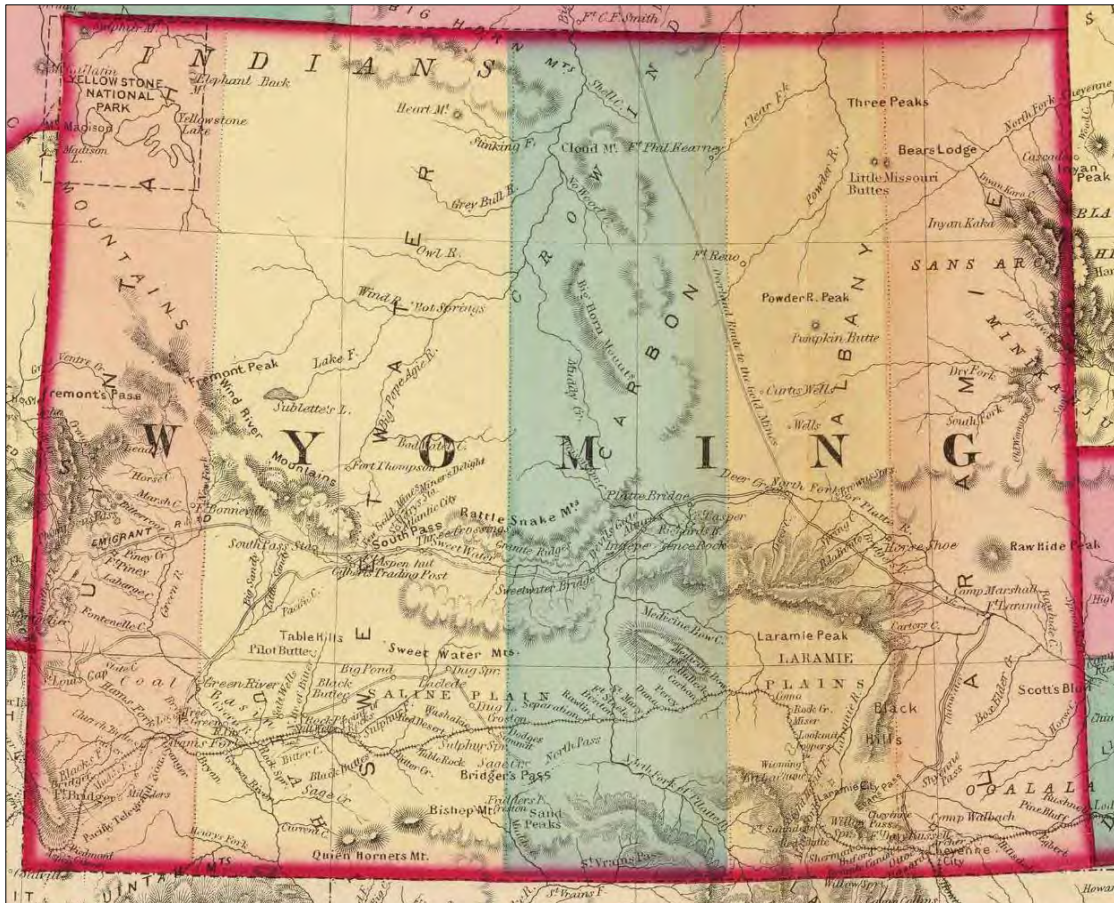
Pressures created by these events resulted in increased incursion onto native lands with the establishment of a U.S. military installation (1859), Pony Express Station (1860), and transcontinental telegraph line (1861) at the Platte River Bridge,<sup>28</sup> as well as treaty violations and resultant conflict. Treaties ceding the lands of Wyoming's indigenous tribes to the U.S. government finally forced their relocation to reservations, among them the Wind River reservation established in 1868 for the Shoshone, and less than ten years later, the Northern Arapahoe as well.<sup>29</sup> Once Indian removal was complete, the government could survey the land and sell it to newly arrived settlers.

From 1854 to 1868, the organization and reorganization of territorial and state boundaries in the West occurred numerous times, and present-day Wyoming was variously part of the Nebraska Territory, Dakota Territory, and Idaho Territory. Migration across Wyoming and the rapid growth of railroads across the West encouraged speculators' development and new towns sprang up along railroad lines. Though Wyoming had only 8,104 non-Indian residents, sufficient non-native settlement had

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<sup>28</sup> This site was later named Fort Caspar after Lieutenant Caspar Collins, a young soldier who died during conflict there. "Fort Caspar," National Park Service Website <https://www.nps.gov/poex/planyourvisit/fort-caspar.htm> (accessed March 25, 2019).

<sup>29</sup> Mark Junge, *A View from Center Street: Tom Carrigan's Casper* (Denver: Sprint Denver, 2003), 46. Reportedly, Wind River Reservation was the only reservation chosen by the tribe obligated to live there.



1872 Stedman, Brown & Lyon Atlas of the United States, detail of Wyoming  
 Courtesy David Rumsey Historical Map Collection online

occurred to support the establishment of the Wyoming Territory in 1868. The pending completion of the Union Pacific Railroad in turn stimulated an immediate influx of immigrants pushing increasingly farther west across the state. Upon completion of the Union Pacific line in 1869, the population of the Wyoming Territory doubled – from 14,750 residents in 1870, to 28,500 in 1877.<sup>30</sup>

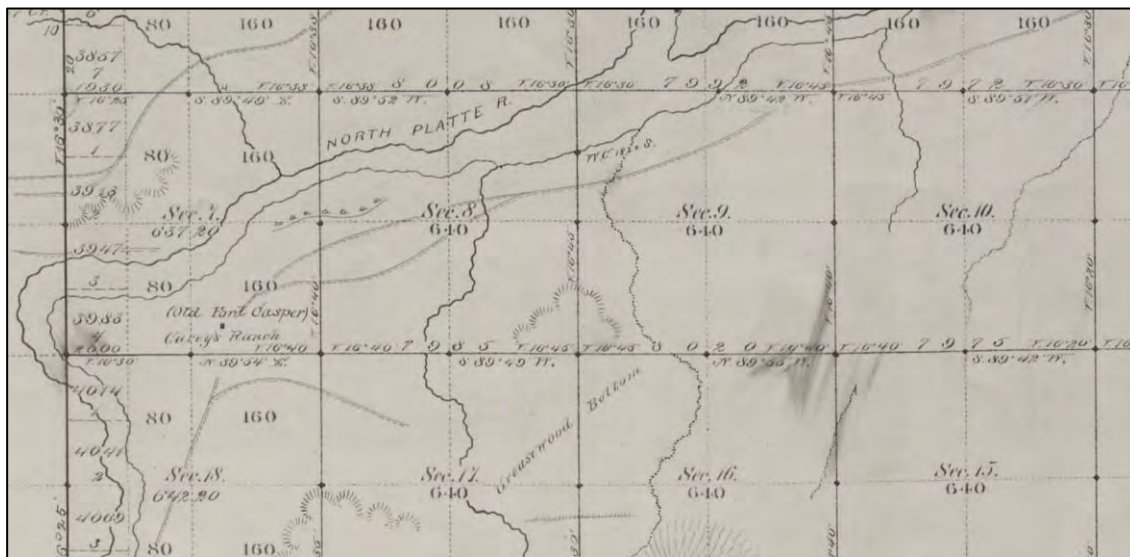
Though statewide population grew rapidly during the first decade of territorial status, settlement and economic activity were sluggish in the North Platte River basin due to lack of transportation and continued sporadic conflicts with native tribes.<sup>31</sup> Initially settlement remained largely in the southeastern part of the Wyoming territory, but with better

<sup>30</sup> Alfred James Mokler, *History of Natrona County Wyoming 1888-1922* (Chicago: R.R. Donnelley and Sons, 1923), 4.

<sup>31</sup> Wyoming State Historical Society, "North Platte River Basin: A Natural History," <http://www.wyohistory.org/encyclopedia/north-platte-river-basin?page=2> (accessed March 25, 2019).

connections and new lands opening up, it spread throughout the territory during the 1880s.<sup>32</sup>

Most of these earliest settlers established ranches and farmsteads in Wyoming's vast rural areas. Homesteaders and ranchers began sparse settlement in central Wyoming Territory by the 1870s, among them the Goose Egg Ranch, which ran 15,000 cattle across the vast range of what became Natrona County about ten miles west of present-day Casper. The only settlement notations on the 1881 Government Land Office survey map for the township (T33N R79W) are "Old Fort Casper" and "Carey's Ranch," both in Section 7 (about two miles west-southwest of present-day downtown Casper).



1881 Subdivisional Survey of Township 33 North, Range 79 West of the 6<sup>th</sup> Principal Meridian  
 Courtesy Bureau of Land Management General Land Office Records

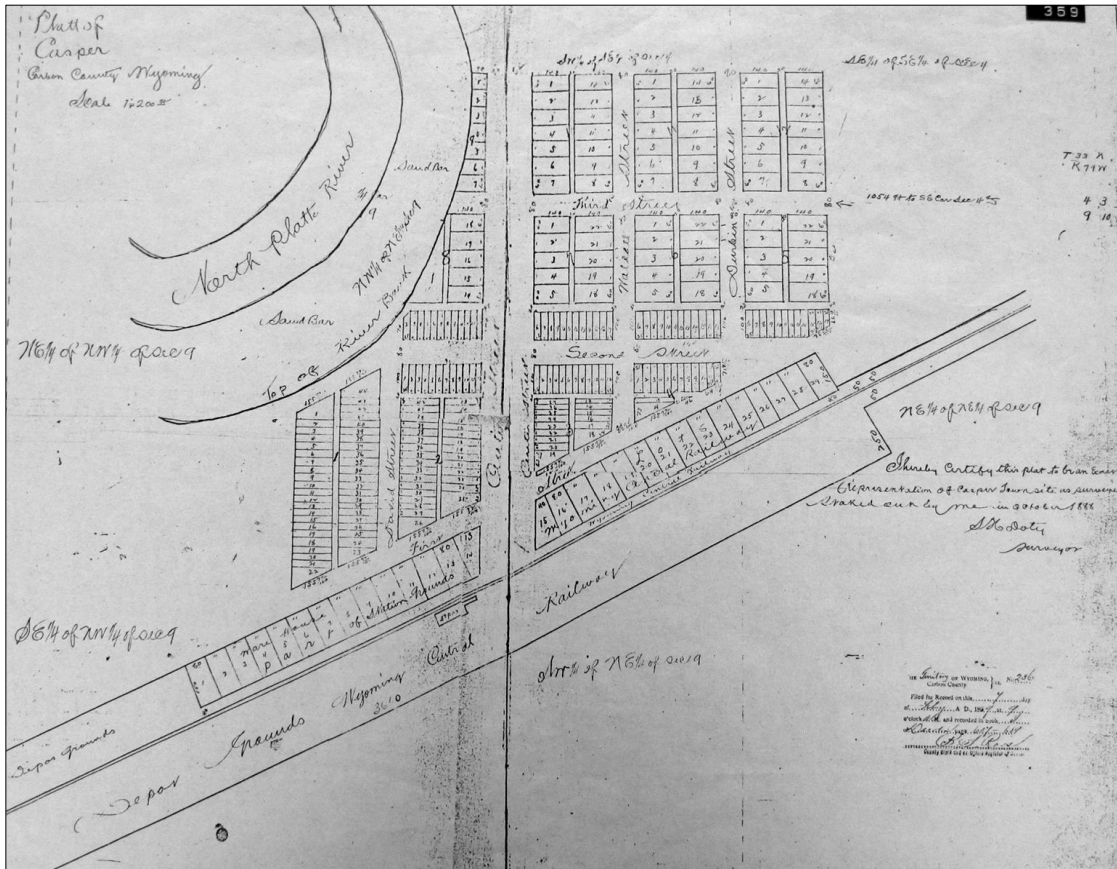
### Railroad and Town Development

In the years leading up to and after the Civil War, "railroad mania" swept the nation. Widespread projecting, promoting, and speculating took place with towns fiercely competing for the favor of railroad companies and convenient access to new rail lines. Connection to the railroad was a matter of economic life or death for many growing rural communities.

<sup>32</sup> Wyoming State Historical Society, "North Platte River Basin: A Natural History," <http://www.wyohistory.org/encyclopedia/north-platte-river-basin?page=2> (accessed March 25, 2019).

While the Union Pacific Railroad had been completed along the southern edge of Wyoming by 1869, central Wyoming and the area of present-day Natrona County did not enjoy interstate commercial connections via rail until 1888 with the completion of the Wyoming Central Railroad's line heading westward from Nebraska.<sup>33</sup>

Though the railroad town site company had not yet designated an exact location for the new town, pioneers squatted on the sagebrush flat in anticipation of the arrival of the railroad, resulting in construction of a temporary town.<sup>34</sup> The small collection of about a dozen wood structures and tents served as an active hamlet from June 1888 until the railroad town site company could survey and officially plat the Town of Casper later that year, which they located at the railroad's terminus about one mile west of the temporary



1888 Original Town of Casper  
 Courtesy Natrona County Assessor

<sup>33</sup> The Wyoming Central Railroad was a subsidiary formed by Fremont, Elkhorn & Missouri Valley Railroad of Nebraska to extend a railroad line into Wyoming. The Chicago & Northwestern Railroad absorbed the Fremont, Elkhorn & Missouri Valley Company in 1903.

<sup>34</sup> The first to arrive were John Merritt and C.W. Eads, who situated the first town at present-day McKinley and A Streets.

town. The approximately one hundred residents moved their business buildings and tents to the vicinity of the terminus and such was the beginning of Casper.<sup>35</sup>

The original plat from October 1888 shows the surveyor's signature, as well as the previous military misspelling of Caspar that has stuck ever since. The town plat comprised twelve blocks and eight streets laid in a grid extending north from the Wyoming Central Railroad tracks. Bounded by a prominent bend in the North Platte River and David Street to the west, Durbin Street to the east, and Fourth Street (East A Street) to the north, the town plan's grid system of streets was oriented with the cardinal points (N-S) and bounded diagonally to the south by the railroad grade traveling northeast-southwest. All streets were 80 feet wide.

As with many railroad towns, particularly a terminus in an area otherwise not served by rail connections, Casper experienced an immediate growth spurt as a shipping point for cattle, sheep, and wool. Within a year of filing the town plat, the town was incorporated and held elections for mayor and city council.

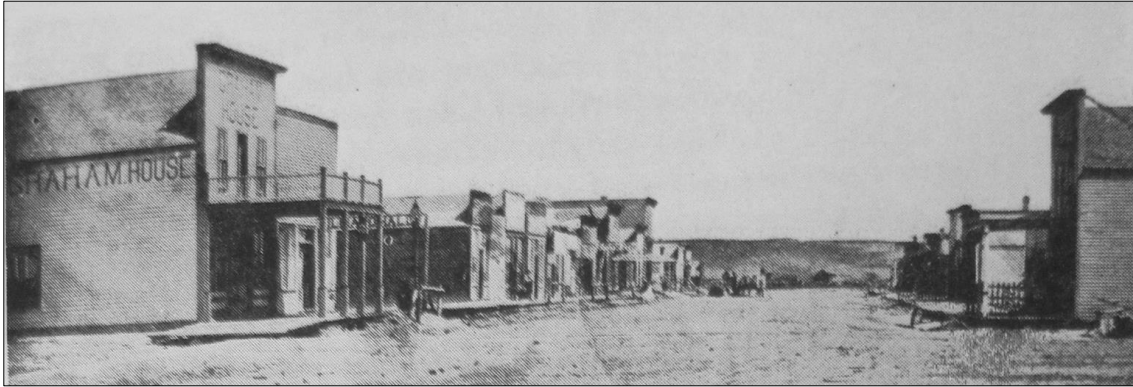
With the arrival of the railroad in 1888, sufficient settlement had occurred that residents of the area petitioned the Wyoming Legislature for the organization of Natrona County as a separate government entity from Carbon County, one of the original five counties of Wyoming. With settlement continuing to push across the state, in 1890 the legislature authorized the separation of Natrona County and a few months later Wyoming became the forty-fourth U.S. state. The county's boundaries outlined approximately 5,400 square miles and was named for the Spanish word for its large native deposits of sodium carbonate, natron. Elections took place shortly thereafter establishing the various county officials and designating the recently platted town of Casper – already with a population of more than 540 individuals – as the county seat.

What had been just a sagebrush flat amidst a bend in the river and convenient place for holding cattle for round-up and branding, was now a county seat town poised for growth.<sup>36</sup> Casper's role as county seat was critical for the nascent community. In rural regions such as Wyoming, from the mid-nineteenth century through the twentieth century, the county administered state and local governmental programs, as well as later

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<sup>35</sup> *Casper Chronicles* (Casper, Wyoming: Casper Zonta Club, 1964), 7-8.

<sup>36</sup> Yellowstone Highway Association, "*Official Route Book of the Yellowstone Highway Association in Wyoming and Colorado*," (Chicago: Wallace Press, 1916), 67. Available from <https://archive.org/details/officialrouteboo00yell> (accessed March 25, 2019).



**Center Street, view north from present-day Midwest Avenue, 1890**  
*History of Natrona County Wyoming: 1888-1922*

federal programs. The status of county seat secured Casper's role as an important economic, social, and governmental hub in the region.

Just a few years after its founding, the earliest available Sanborn Fire Insurance Company map, published in 1894, showed Casper with about sixty buildings (commercial and residential) clustered at and around the intersection of Center and 2<sup>nd</sup> streets. While none of the Original Town plat's twelve blocks were fully developed, all but one (at the river's unstable bank) had at least a few buildings. The new town boasted a depot handling passengers and freight. At least five warehouses, one of which was a wool warehouse, sidled up against the railroad tracks, along with a lumberyard ready to supply construction endeavors. The presence of more than fifty-four dwellings across the town plat, a public school, two churches, and four millineries indicated a settled place with families. However, the presence of six lodging houses/hotels, five saloons, and a beer bottling plant suggested a different and more transient side.<sup>37</sup>

Casper's development during its first few years of existence was notable, particularly considering the nationwide effects of the Panic of 1893, a serious economic depression that drove unemployment rates up to between twelve and eighteen percent nationwide. Despite the strained economic conditions, Casper prospered with its railroad line providing direct connections to Omaha and indirect links to Kansas City, Chicago, and beyond. The town quickly became a shipping point for beef, wool, and later, crude oil and its byproducts.<sup>38</sup> The railroad brought new investors to Casper who filed new plats and

<sup>37</sup> None of these buildings are extant.

<sup>38</sup> Wyoming State Historical Society, "North Platte River Basin: A Natural History," <http://www.wyohistory.org/encyclopedia/north-platte-river-basin?page=2> (accessed March 25, 2019).





**1894 View of Casper**, south from present-day 1<sup>st</sup> Street between Wolcott and Durbin  
*Courtesy History of Natrona County Wyoming 1888-1922*

started businesses to serve the incoming immigrants to the new town. Both the Capitol Hill and Park Additions were filed in 1896, adding fifteen blocks to the east and southwest of downtown.

Only fifteen years a town, Casper showed remarkable growth by 1903. Population had increased by about 65 percent and the town's limits had expanded. Several major municipal improvements had been made since 1894 including a new courthouse on David Street next to the jail, a gravity-fed water system (supplied by mountain streams), a fire department with twenty-eight volunteers, and a city hospital, as well as a telephone exchange and post office building. More than fifty new buildings appeared in the central area on what were vacant lots just a few years earlier, and many older buildings had been replaced altogether or significantly expanded. New institutions included a Catholic church, a brick IOOF hall, and a public reading room. At the same time, four "female boarding" houses and five saloons offered alternate goings-on.

Major private investments included Casper Electric Light Company and the Pennsylvania Oil and Gas Company refinery – both abutting the south side of the railroad grade. Other developments within the railroad corridor included a new freight house across the tracks from the passenger station, livestock corrals, at least six warehouse buildings associated with Lander Transportation Freighting Company, and a much-expanded lumber yard.

Following the strained market conditions of the 1890s, the United States entered a period of prosperity. International demand for agricultural products provided farmers with expendable income to purchase tractors and automobiles, thus improving both production and market access. In central Wyoming, the 1905-1911 construction of the Pathfinder Dam on the North Platte River southwest of Casper promised irrigation of thousands of acres of previously un-farmable land and drew increased homesteading to the region.<sup>39</sup> By 1915, many ranches had shifted to sheep as a speedier return on investment and Casper became one of the largest sheep and wool markets in the country. Around this time, Natrona County ranchers owned more than two million sheep, which produced more than six to eight million pounds of wool annually during the 1910s. By contrast – only 1,500 head of cattle were marketed during the same period.<sup>40</sup>

Early twentieth century growth in Casper called for a second electric light company, two additional grade schools, and “more miles of first-class cement sidewalk than any place of its size in the United States.”<sup>41</sup> In 1917 Mountain States Telephone constructed a handsome telephone exchange and office building on 2<sup>nd</sup> Street with 634 customers; by 1923 subscribers had more than septupled to 4,606. The post office status jumped from fourth class to second class in just two years and had a new federal building by 1919. In



**c1915 View of Casper**, view north-northwest from near present-day Collins Drive and Durbin Street  
 Note Carnegie Library dome at right and IOOF Building at far left  
 Courtesy Casper College Western History Center P140871

<sup>39</sup> “North Platte River Basin: A Natural History,” and “*Official Route Book of the Yellowstone Highway Association*,” 85.

<sup>40</sup> *R.L. Polk & Co.’s Casper City and Natrona County Directory 1917-1918* (Salt Lake City, Utah: R.L. Polk & Co., 1917).

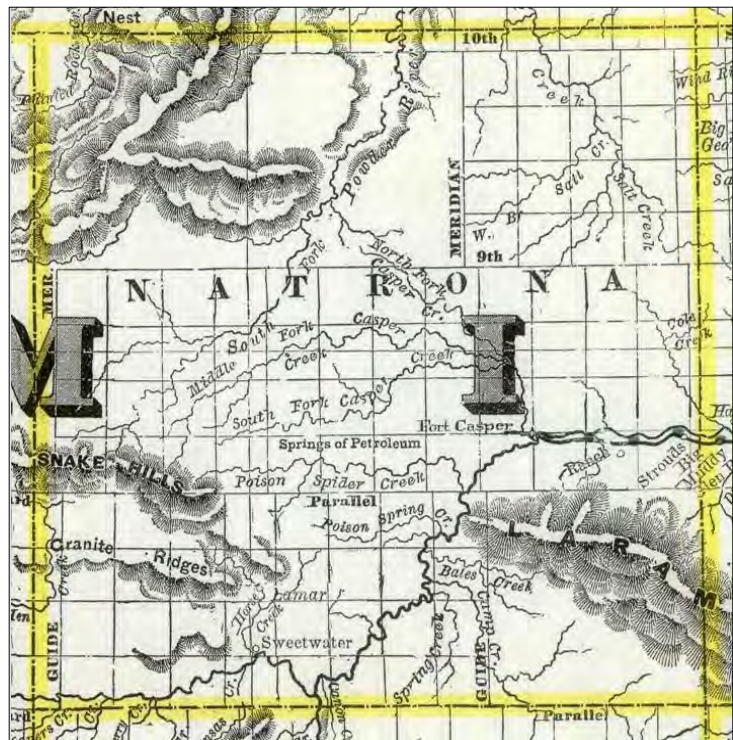
<sup>41</sup> “*Official Route Book of the Yellowstone Highway Association*,” 78.

1921, Casper invested \$85,000 in new firefighting equipment and construction of a new fire station. Evidence of all this development is further substantiated by the pattern of new plats filed during this period. While only two additions took place between 1888 and 1909, between 1910 and 1929 twenty-nine new plats were filed, adding 376 lots to Casper.

Photographs and maps document this transformation of Casper from its initial 'boom town' character dominated by wood-framed, false-front commercial buildings, to a mature central business district comprised primarily of masonry buildings. Brisk construction activity supported five architects by 1920, and the 1921 Sanborn map shows at least four blocks occupied by lumber yards along the Chicago and Northwestern Railroad tracks. Within just a few decades, Casper had grown from a temporary town waiting for the railroad tracks to a mature city and major western trading hub.

### Oil Industry

In 1889, Pennsylvania oilman Philip Shannon jumpstarted the Wyoming oil industry when he first acted on a claim in central Wyoming. His 1,000-foot well about forty miles north of Casper started the boom of the Salt Creek fields that would change the course of Wyoming history. By 1895, the Pennsylvania Oil and Gas Company constructed the first refinery in the state at Casper and oil was hauled the nearly fifty miles by draft horse or mule teams, taking five days in good weather.<sup>42</sup> While access to rail trade spurred general



**1889 Rand McNally Map of Wyoming**

Courtesy Wyoming State Library's [wiki.wyomingplaces.org](http://wiki.wyomingplaces.org)

Note "Springs of Petroleum" notation

<sup>42</sup> Works Projects Administration, Writers' Program, *Wyoming: A Guide to Its History, Highways and People* (New York: Oxford University Press, 1966), 177.

economic growth, it was these beginnings of the oil industry infrastructure that anchored Casper as it entered the twentieth century.

While the area's ranching conditions and railroad connections were promising and major engines for the local economy, the most significant economic stimulus to Natrona County and the young town of Casper was the increasingly efficient exploitation of oil. Casper area activity in oil extraction and refining had been initially slow to boom due to limitations of transporting the crude oil. However, with the advent and widespread popularity of the automobile, the gasoline byproduct of oil became the main product of interest and greater investments in transportation of crude took place.

Extraction at the Salt Creek oil fields became more significant by 1908 as out-of-state entities took notice. By 1910 Midwest Oil Company of Colorado began construction of a pipeline between Salt Creek and their new refinery just west of Casper. Standard Oil Company of Indiana came to Casper shortly thereafter and by 1912 had built a twenty-still refinery at a cost of \$4.5 million. By 1916, the two companies had invested millions in infrastructure development in and around Casper to process and refine thousands of barrels a day for shipment nationwide, with refineries covering about 200 acres and employing more than 1,000 men between them.<sup>43</sup> The Salt Creek Field produced nearly half the state's entire production in 1918, and by 1923 was producing 35 million barrels annually – nearly 5 percent of nationwide production. Casper rightfully became known as "Oil City."

With oil and a second railroad on its way, meteoric growth in Casper commenced. By 1912, Casper boasted about 3,300 residents – nearly four times its population just twelve years earlier. By this time, Casper's citizens enjoyed electric lights, sewers, and water works, as well as a Carnegie Library and a new high school. Churches of four denominations and twelve lodge halls served the community, as did the more than thirty fire boxes throughout town available to alarm the fire department. A state hospital and railroad roundhouse and repair shops offered employment.

Continued demands for agricultural products and mineral resources created by the United States' entry into World War I spurred continued immigration. The approximately 8,474 residents in 1917 nearly doubled to about 15,400 residents in just two years.<sup>44</sup> The population boom during the early twentieth century is made clear by a review of the

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<sup>43</sup> "Official Route Book of the Yellowstone Highway Association," 72.

<sup>44</sup> R.L. Polk & Co.'s *Casper City and Natrona County Directory 1920-1921* (Salt Lake City, Utah: R.L. Polk & Co., 1920).

statistics from 1890 to 1925, with notable spikes related directly to oil industry and railroad development.

In 1913, Casper sealed its status as an important regional railroad hub when it welcomed its second rail connection, the Chicago, Burlington and Quincy Railroad. This connected Casper directly to the major markets and export hubs of Chicago, Denver and Omaha, as well as connections to Seattle and Portland via Billings.<sup>45</sup> The new Chicago, Burlington and Quincy depot was finished in 1916 at the north end of Wolcott and reportedly was soon shipping a trainload of gasoline every hour for the war effort.<sup>46</sup>

With the oil boom came a surge in construction including hotels, industrial and wholesale warehouses full of extraction supplies, office buildings for oil company staff and other professionals such as



1916 Chicago, Burlington & Quincy Depot, 360 N. Wolcott St.



c1930 View of Casper, view southeast from the Yellowstone Highway coming in from west of town  
 Courtesy David Historical Collection, Casper College Western History Center P01s022f03n001

<sup>45</sup> "Official Route Book of the Yellowstone Highway Association," 72.

<sup>46</sup> Casper Walking Tour, 23.

geologists, surveyors, and land attorneys. In 1915-1916 “more than 300 dwellings [sic] houses [went up...with] some forty or fifty in the course of construction” and another 250 houses were under construction in 1917.<sup>47</sup> By 1916, a large artificial ice plant and two natural ice companies, a creamery, cheese factory and ice cream factory operated in Casper, and “with the wave of prohibition sweeping the country there has been built in Casper within the past two years a first-class brewery that is manufacturing and shipping what is said to be a very fine article of beer and is doing a large and profitable business.”<sup>48</sup>

### The Early Automobile Era in Casper

During the first years of the twentieth century, car ownership in Wyoming grew at a rapid pace as a result of the increasing affordability of vehicles and increasingly improved roads. In 1918, Wyoming residents owned ten times the automobiles they did just five years earlier. By 1920, though the state had a population less than 195,000, residents owned 24,000 cars – one for every eight Wyomingites. Ten years later, population had increased by only about sixteen percent, but the number of automobiles statewide increased by more than 158 percent to 62,000 cars statewide – one for every 3.5 citizens.

Paved, “all weather” roads appeared across Natrona County and, though initially planned for horse-drawn traffic, they further stimulated automobile use. A 1916 account reported “the county roads leading out of Casper in all directions are well kept and in first-class condition,” and Casper’s “streets are well graded and...are usually in excellent



**1917 View of Casper**, view southwest from 2nd and Wolcott  
*Courtesy Mokler Collection, Casper College Western History Center*

condition...perhaps one reason why the number of automobiles owned by its citizens is far in excess of the average.”<sup>49</sup> Casperites owned more than six hundred automobiles at the time, and one thousand by 1920. Accompanying Casper’s ongoing physical road improvements, the city adopted new naming

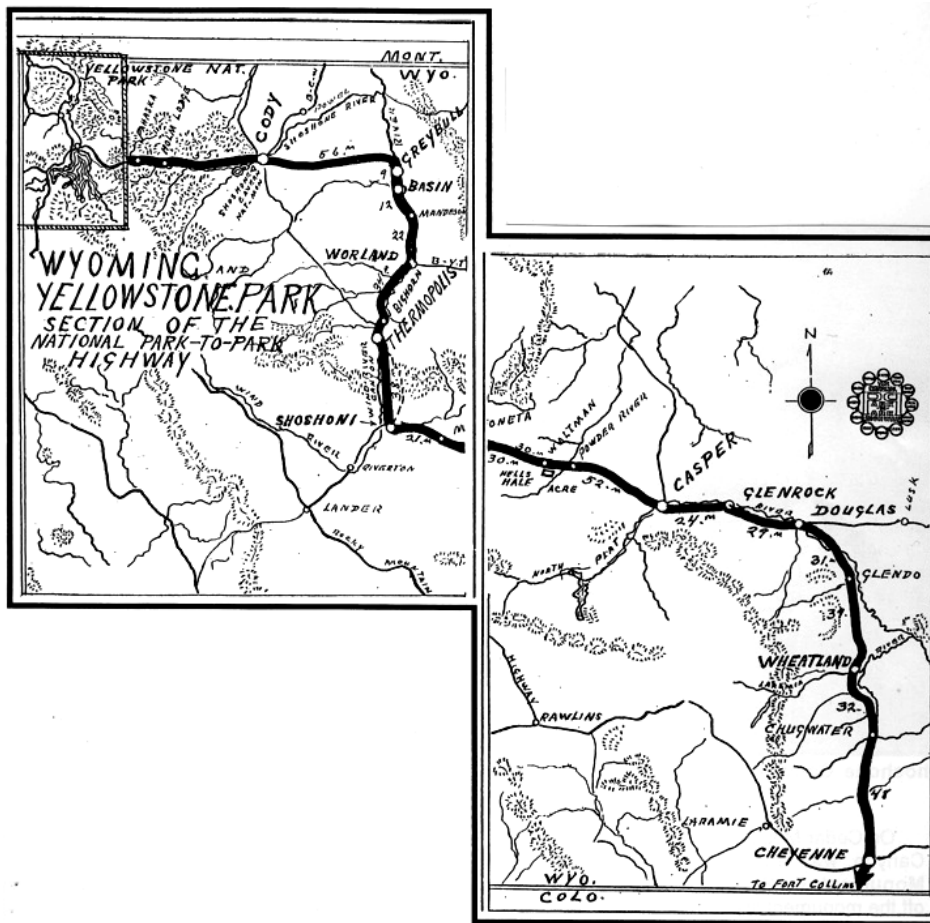
<sup>47</sup> “Official Route Book of the Yellowstone Highway Association,” 78 and 1917 city directory.

<sup>48</sup> “Official Route Book of the Yellowstone Highway Association,” 81-85.

<sup>49</sup> “Official Route Book of the Yellowstone Highway Association,” 78-86.

and numbering systems for its city street network between 1907 and 1912 and again between 1918 and 1921.

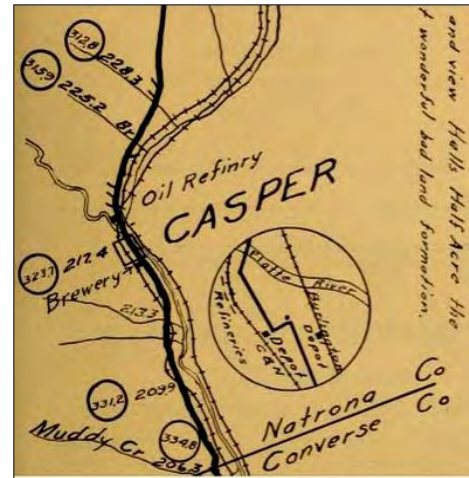
During this period auto tourism was becoming important and the identification of regional and transcontinental auto routes became vital. To provide travelers with a document of the growing network of roads and identified roadside necessities along the way, town boosters and national automobile clubs planned touring routes and published guidebooks directing “autoists” from state to state.<sup>50</sup> Among the early long distance highways in Wyoming was the Yellowstone Highway, which traveled through Casper on its way



Route of the Yellowstone Highway c1916  
 Courtesy of the PlaygroundTrail.com

<sup>50</sup> Elizabeth Rosin and Dale Nimz, National Register of Historic Places Multiple Property Documentation Form, “Roadside Kansas,” (Kansas City, Missouri; Rosin Preservation, 2009), E-7.

between Denver/Rocky Mountain National Park and Yellowstone National Park.<sup>51</sup> A 1913 scouting trip by Good Roads promoter, M.R. Collins of Douglas, Wyoming, identified the route. Two years later, upon Yellowstone National Park's 1915 allowance of automobiles in the park and establishment of Rocky Mountain National Park the same year, the Yellowstone Highway became the first section completed of the much longer National Park-to-Park Highway. Established in 1920, this highway linked twelve national parks in the western states.<sup>52</sup> Along the route, drivers followed yellow-painted rocks with a large black "H" or telephone poles featured the black "H" over a yellow and brown background.<sup>53</sup>



**Yellowstone Highway through Casper**  
*Official Route Book of the Yellowstone Highway Association, 1916*



**Yellowstone Highway Official Marker**  
*Official Route Book of the Yellowstone Highway Association, 1916*

The 1916 auto touring pamphlet, "Official Route Book of the Yellowstone Highway Association in Wyoming and Colorado," promoted the auto trail and provided information on tourist camps and conveniences along the way, including a map that showed Casper with "a large and active Automobile Club" and advertisements from forty-two different Casper businesses. Among those that advertised were hotels, drugstores, theaters, and automobile associated businesses, as well as the Golden Rule Department Store, Townsends Merchandise, and Wigwam Bakery/Confectionary.

Casper benefitted greatly from the increased traffic traveling through town on this auto trail, which drew new automobile related businesses and commercial development along its route through town. Horse-powered transportation gave way to automobiles during this period, with the replacement of livery stables and blacksmith shops with auto garages. The route of the Yellowstone Highway, particularly as the highway left Casper to

<sup>51</sup> Not to be confused with the Yellowstone Trail, established in 1912 and traveling between Boston and Seattle, with a spur down to Yellowstone National Park.

<sup>52</sup> Lee Whiteley, "The Yellowstone Highway," <http://www.yellowstonetrail.org> (accessed March 25, 2019).

<sup>53</sup> "Official Route Book of the Yellowstone Highway Association," Cody, Wyoming: Gus Holms, 1916. Available from <https://archive.org/details/officialrouteboo00yell/page/n3> (accessed October 4, 2019).



the west, supported roadside commercial businesses directed at the transient traveler, as well as industrial and service entities associated with the refineries at the west edge of town.

An analysis of the city directories from this period reflects this nationwide trend as it happened in Casper. The 1912 city directory listed two livery, three harness and saddle businesses, and three horseshoe/blacksmiths, as well as the first listings for automobile-related businesses of just three auto livery/garages. By 1917, the city directory still listed four blacksmiths operating, but now also included listings for seven auto garages, seven separate auto liveries, and numerous automobile-related businesses including filling and repair stations, auto painters, upholsters, tires, tops, and so forth.<sup>54</sup>

Filling and service stations, as well as various automobile associated businesses sprang up to serve both the tourists and the increasing numbers of local automobile owners. By 1925, along the four blocks of West Yellowstone Highway shown on the Sanborn map were three commercial auto garages with a total capacity of more than 260 cars, seven repair/service stations, three auto dealers, a vulcanizing shop, a filling station, and an auto painting shop.<sup>55</sup>

By the mid-1920s, state and federal highway systems started organizing and renaming the named auto trails into numbered routes. A 1925 road map shows state highways 71 and 11 passing through Casper, as well as five named auto trails crossing the West and Midwest – Buffalo Highway, Yellowstone Highway, Glacier-to-Gulf Highway, Grant Highway, and National Park-to-Park Highway. It is worth noting the only paved portion of this road network passing through Casper was that heading north toward the Salt Creek oil fields. Later, the Yellowstone Highway through central Wyoming became part of U.S. Route 20 between Yellowstone National Park and Boston, Massachusetts.

At a veritable crossroads of local roads, as well as state and federal highways, Casper benefitted from its location as a hub in a system of “all weather” paved roads facilitating travelers, goods transport, and industrial shipping via truck. This locational advantage would prove to help Casper withstand the strained years to come.

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<sup>54</sup> Casper city directories 1912 and 1917.

<sup>55</sup> *Sanborn Fire Insurance map of Casper, Wyoming* (New York: Sanborn Map & Publishing Company, 1925). <http://proxy.mcpl.lib.mo.us/login?url=http://sanborn.umi.com> (accessed December 2013).

### **Great Depression and the New Deal**

Though the onset of the Great Depression is typically defined as the October 1929 collapse of the stock market, a major agricultural recession was already underway throughout Wyoming by the early 1920s. While the 'Roaring Twenties' took place in the general economy, Wyoming farmers and ranchers did not experience this. Federal price supports during World War I caused farmers and ranchers nationwide to expand their production, however these supports were withdrawn and prices for farm products plummeted, forcing many farmers into bankruptcy. On the other hand, the low cost of agricultural products supported the general economy, leaving more money in the general consumers' pockets for purchase of other goods, such as automobiles, radios, furniture, and so forth.

The 1929 stock market crash forced nearly half of the nation's banks to insolvency and the resulting drastic reductions in spending and production led to a sharp rise in unemployment nationwide. By 1933, the value of stock on the New York Stock Exchange was less than a fifth of its peak in 1929 and approximately one-fourth of Americans were unemployed. Businesses shut down, factories closed their doors, and farm income dropped by half. Little private commercial development occurred during the Great Depression and the only significant construction nationwide took place through public building projects.

In particular, the programs of the Works Progress Administration (WPA; renamed Work Projects Administration in 1939), the Public Works Administration (PWA), and the Civilian Conservation Corps (CCC) significantly impacted not only Wyoming's economic conditions, but also its landscape. These programs provided funding to state and local governments for the construction of public improvements, such as buildings, roads, bridges, and dams in order to provide jobs and to stimulate the local economy. Thousands of Wyoming citizens found work through the WPA and the CCC. In Wyoming, federal and state relief monies enabled cities and counties to build courthouses, city halls, libraries, ball fields, auditoriums, memorials, post offices, and park areas, as well as improve public facilities, upgrade municipal infrastructure, and establish soil conservation projects.

These federal and state programs spurred significant improvements in Natrona County and Casper, in particular. Among the public works projects were the construction of the Natrona County Courthouse, reconstruction of Fort Caspar, road and ski trail construction at Casper Mountain, development of Washington Park, and road and bridge improvements countywide. Federal expenditures during this period also strengthened the

regional transportation network, as paved roads were relatively rare in Wyoming at the beginning of the Depression.<sup>56</sup>

In the mid-1930s, the City of Casper commissioned Denver-based planning consultant S.R. DeBoer to produce a master plan for areas outside Casper, including Casper Mountain and Fort Caspar. DeBoer called Casper the logical recreation center of the state, and his plan was to guide recreation and development projects of the CCC, WPA, and others going forward.<sup>57</sup> Improvements completed by the CCC included a new slalom course, a 30-meter ski jump, and a down-mountain trail on either side of the slalom, all served by a new tow that includes a shelter for the tow motor.<sup>58</sup> DeBoer’s plan and the CCC improvements laid the foundation for still further recreational improvements at Casper Mountain in the mid-1950s.

<b>Casper Population<sup>59</sup></b>				
<b>1930</b>	<b>1940</b>	<b>1950</b>	<b>1960</b>	<b>1970</b>
16,619	17,964	23,557	38,930	39,361

## **World War II**

The general disruption of private construction resulting from the Great Depression continued after the U.S. entered World War II. As the nation refitted for wartime production, public works efforts also ceased. However, while many rural cities experienced a complete halt in public and private endeavors during the war years, upgrades and expansions continued in Casper, if at a restricted pace.

The opening of the Casper Army Air Field in 1942 brought an influx of people to the area during the war. The base attracted workers from Casper and surrounding areas, and many relied on Casper for housing, daily needs, and entertainment. Casper Mountain, with its newly built CCC ski trails and roads, was a favorite destination for those in search of outdoor recreation.

## **Post-War Recovery and the Modern Era**

Casper emerged from economic and wartime constraints of the previous twenty years ready to transform itself. Rapid development in education, recreation, and industry

<sup>56</sup> Michael Cassity, *Building Up Wyoming* (Cheyenne, Wyoming: Wyoming State Historic Preservation Office, 2013), 30.

<sup>57</sup> “Casper Logical Recreation Center of State – DeBoer,” *Casper Star-Tribune*, March 12, 1939, 1-2.

<sup>58</sup> “New Slalom Ski Course on Casper Mountain Will Relieve Congestion,” *Casper Star-Tribune*, November 20, 1939, 1-2.

<sup>59</sup> Census, city directories, and Sanborn maps.

contributed to a staggering forty-six percent increase in Casper's population between 1940 and 1960.<sup>60</sup> Thus, housing and infrastructure were just a few of the major issues to be addressed in the post-war and modern eras.

By 1945, Casper's nineteenth and early twentieth-century commercial areas and residential neighborhoods reflected the combined effects of the Great Depression and rationed resources of the wartime period. As in many American cities during this period, Casper's older commercial buildings were updated and remodeled while a wave of new construction significantly altered the city's streetscapes. In the post-war years, both public and private investment contributed to significant changes in Casper, particularly in the central business district and commercial corridors where more than sixty-six new buildings went up by 1970.

From the late 1940s through the 1960s, Natrona County residents approved bonds totaling over \$5 million for expansion of the county hospital, construction of a new airport terminal and new jet concourse, two major expansions of the library downtown, and extensive expansions at Casper College. The economic upswing of the period led to a tax rate hitting an all-time high in 1968, "the result of increased schools' demands, and the city's new post office and federal building [that] were under construction."<sup>61</sup>

Among the first major actions following the war was the opening of Casper College in 1945, resulting from years of work by community leaders and boosters to establish a post-secondary educational institution in Casper. Their efforts were energized by the return of servicemen and women after World War II, when colleges and universities all over the U.S. faced growing enrollment numbers. Casper College occupied space in the Natrona County High School and assisted those who had been unable to complete high school and those needing vocational training.<sup>62</sup>

The college developed on a tract of land at the foot of C Hill on the south edge of the city.<sup>63</sup> Citizens passed a bond issue in November 1953 that set in motion the construction of the first building, which accommodated five hundred day-students and included classrooms, laboratories, faculty offices, administrative offices, and a gymnasium. School

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<sup>60</sup> Census, city directories, and Sanborn Company maps.

<sup>61</sup> Jean Henry-Mead, *Casper Country* (Evansville, Wyoming: Medallion Books, 2004), 155.

<sup>62</sup> "Opening of Casper College Marks Realization of Persistent Effort: History of Movement For Institution Dates Back More Than 15 Years," *Casper-Star Tribune*, Aug. 30, 1945, sec. 2, 1; and "College Voc-Tech Center Accepted," *Casper-Star Tribune*, Oct. 5, 1967, 12.

<sup>63</sup> "College Campus," *Casper-Star Tribune*, Oct. 7, 1953, 7.

enrollment reached seven hundred students by 1961 when the Casper College Board of Trustees announced a multi-year campus plan. The plan called for the construction of several buildings, with the goal of accommodating 2,500 students.<sup>64</sup> With another \$2.3 million bond issue, by decade's end the campus featured three dormitories, the Goodstein Library, a vocational-technical building, a student center, additional classrooms, and a gymnasium-auditorium.<sup>65</sup>



**Goodstein Library**

*Courtesy This is Casper. Wyoming*

Meanwhile, the recreational potential of Casper Mountain was reintroduced with talk of a ski resort when the Casper Mountain Ski Club formed the Central Wyoming Ski Corporation in the 1950s. Their efforts culminated in the opening of the Hogadon Ski Area in 1959.<sup>66</sup> Within a decade, there were eight hundred acres of developed park area for recreation during all seasons, with accommodations for camping, picnicking, hiking and horseback riding. The Hogadon Ski Area included “a 2200 foot Constam T-bar lift at Hogadon Basin, rope tows at Nursery Ski Run and Hogadon, night skiing, warming huts and concessions.”<sup>67</sup> Additional winter recreational facilities had been completed, including shelter facilities and trails in Beartrap Meadow Park.

Concurrently, residents voiced support for other significant infrastructure improvements. In 1953, voters approved a bond issue supporting the expansion of the Natrona County hospital. The project included renovation of the existing hospital and construction of an annex placed in front of the existing hospital building. The new building opened February 2, 1956.<sup>68</sup> In November 1954, voters approved a bond issue to fund improvements to the Natrona County Airport, which opened in 1949 on the former site of the Casper Army Air Field eight miles northwest of Casper.

<sup>64</sup> “Casper College Campus Plan Could Serve 2,500 Students,” *Casper-Star Tribune*, Oct. 15, 1961, 3

<sup>65</sup> “College Voc-Tech Center Accepted,” *Casper-Star Tribune*, Oct. 5, 1967, 12; and “Decision – ‘68: A Guide to Tomorrow,” (Casper, WY: Casper and Natrona Development Organization, 1969), 5.

<sup>66</sup> Con Trumbull and Kem Nicolaysen, *Images of America: Casper* (Charleston, SC: Arcadia Publishing, 2013), 75 and 83. Also, Wyoming State Historical Society, “Natrona County, Wyoming” <https://www.wyohistory.org/encyclopedia/natrona-county-wyoming> (accessed January 18, 2019).

<sup>67</sup> “Decision - ‘68: A Guide to Tomorrow,” (Casper, WY: Casper and Natrona Development Organization, 1969).

<sup>68</sup> “County Hospital Compares to Best in Mountain Area,” *Casper-Star Tribune*, Feb. 1, 1956, 10.

As Casper's public infrastructure developed, so too did local industry. By 1960, Casper enjoyed the highest median family income in the state. Over the next decade, per capita income went up another twenty-five percent.<sup>69</sup> Mobil Oil and Continental Oil both expanded exploration and production offices in Casper in 1966 and 1967, respectively. In 1969, Control Data built a forty-acre computer systems plant providing an additional 260 jobs. As a result of such commercial expansions, employment went up over 6.5 percent countywide, while in Casper it increased by over twenty-two percent. Unemployment decreased during the same period – going down from 5.46 percent to 3.93 percent. Concurrently, retail sales also increased about twenty percent, up to \$76.8 million, and individual salaries went up about \$500 per year. Casper's wealth grew, as twenty-one percent of the state's total deposits for 1968 were with the city's five banks.

### Urban Renewal

Looking to capitalize on this success and to take advantage of emerging federal programs, the City turned its attention to downtown. The City authorized the creation of the Urban Renewal Agency on August 20, 1969, in order to administer its \$1.5 million in federal funding from the Department of Housing and Urban Development (HUD). A month later, the new agency announced its plan to renovate Casper's Sand Bar district and was seeking contracts for the project's first phase. It planned to hire a "relocation specialist" to interview Sand Bar residents and help them determine what benefits they could receive.<sup>70</sup>

Located along the meandering North Platte River in an area prone to flooding, the Sand Bar district had long been home to many of Casper's working-class and minority residents, as well as some of the city's oldest buildings. In the early- and mid-twentieth century, the area was known for its gambling, prostitution, and crime.<sup>71</sup> The district also was a destination for young servicemen stationed at Casper Army Air Field during World War II.<sup>72</sup> There were numerous attempts over the years by locals and the City government to address the crime, and by the early 1970s the area was described by the Casper Urban Renewal Agency as "a shantytown" and "blighted."<sup>73</sup>

<sup>69</sup> Taking into cost of living increase during the same period, the net income increase was about 5 percent.

<sup>70</sup> "Urban Renewal Agency To Renovate Sandbar," *Casper-Star Tribune*, Sep. 21, 1969, 3.

<sup>71</sup> References from the local newspaper include: "Purge Sandbar of Vice in Five Days or We'll Act, County Tells City," *Casper-Star Tribune*, Apr. 4, 1918, 1; "State Needs More Tom Jessens," *Casper-Star Tribune*, Mar. 21, 1948, 4; and "Manslaughter Charge Slated for Young," *Casper-Star Tribune*, Jun. 11, 1953, 2.

<sup>72</sup> Walter R. Jones, *History of the Sandbar, 1888-1977*, (Casper, WY: BASO, Inc., 1981), 140; also, Con Trumbull and Kem Nicolaysen, *Images of America: Casper* (Charleston, SC: Arcadia Publishing, 2013), 68.

<sup>73</sup> Jones, 163.

The Urban Renewal Agency spent much of 1970-71 acquiring land to sell for reuse. Several older landmark buildings came down, including both the Gladstone and Henning hotels on Center Street. The City upgraded streets, sidewalks, sewers, and curbs and gutters in the Urban Renewal area in 1972. Land was sold for a variety of redevelopment projects including building expansion for Custom Radio, Inc., the new construction of Milton G. Mooney's new chiropractor office, and new parking areas for Industrial Bearing Supply Co. and Modern Electric Co. The biggest project of the Urban Renewal effort was the construction of Laurel Gardens West, a 102-unit senior citizen residential complex. The \$1.02 million project was completed in December 1973.<sup>74</sup> Another high-profile project in the Sand Bar district was the construction of a new city hall, although it was not completed until 1977.<sup>75</sup>



**W. 1<sup>st</sup> and N. Ash Streets, 1971 'Before' and 1978 'After'**  
*From The Sandbar by Walter Jones*

Other Urban Renewal projects in Casper included the Wyoming Community Development Authority Building (1972), the Casper Fire Station No. 1 (1976), the Casper City Hall (1977), the Hall of Justice (1977), and a parking garage (1980) spanning a full half-block at 230 S. Wolcott St. The impact of these economic and governmental forces is readily apparent, and the resources constructed as a result communicate important information about past transitions in community planning and development.

<sup>74</sup> "Break Ground Today for Senior Citizen Complex," *Casper-Star Tribune*, Jan. 4, 1973, 2; and "Old Sandbar Land Area Renovated," *Casper-Star Tribune*, Mar. 31, 1973, 9-F.

<sup>75</sup> "New City Hall Is Best," *Casper-Star Tribune*, Sep. 16, 1977, 2.

### Residential Development

The winding North Platte River and the angled alignment of the Wyoming Central Railroad influenced Casper's early commercial and residential development. The earliest residences of the late nineteenth and early twentieth centuries were concentrated in the Sand Bar and downtown area and south of downtown along and around Center and Wolcott streets. The National Register-listed South Wolcott Street Historic District includes residences of this early era.

Sanborn Company maps of the early twentieth century illustrate a progression of residential development generally extending east and south of downtown. The Capitol Hill Addition, along the south side of the Wyoming Central Railroad line, and the Park Addition were both platted in 1896 and followed this pattern, as did many subsequent additions. The true heyday of platting and development in Casper occurred between 1910 and 1923, when twenty additions with 391 blocks were platted.

By 1920, Casper development remained almost exclusively south of the river, with residential additions developing farther south and east of downtown. These included the Butler (1910), Kenwood (1912), Casper View (1917), and Glendale (1920) additions to the southeast, and the Sheridan Heights (1912) and White's (1916) additions to the east. By 1922, development had extended the



1636 S. Spruce St.

southern, eastern, and western boundaries of the city to include Highland Park (1921), Call-Hart (1921), Community Park (1922), Call-Griffith (1922), and Standard (1922) additions. Still farther south were the new Park Hill (1920), Country Club (1921), Allendale (1921), Thorndale Acres (1920), and Sunnyside Acres (1920) additions. The University Addition was platted east of downtown along the south edge of the Wyoming Central Railroad line in 1922.

Farther afield about two miles southwest of Casper was the much-touted Paradise Valley Country Club and homesite development, where "relaxed suburban life" could be found.<sup>76</sup>

<sup>76</sup> "This Is Casper," pamphlet, c1970, 26.



Some 1,200 residential lots on the site of the former Glendale Ranch were listed for sale in January 1958 following the opening of the golf course.<sup>77</sup>

Two major housing projects of the Urban Renewal era include the eleven-story Skyline Tower and the two-story, 102-unit Laurel Gardens, both senior housing complexes completed in 1968 and 1973, respectively.



156 Valley Dr.

With its close proximity to Casper, Casper Mountain provided a scenic backdrop that drew prospective residents and housing developers. The suburban east edge of Casper grew rapidly as schools and hundreds of new houses went up, and businesses moved from downtown to the Hilltop and Woolco shopping centers.<sup>78</sup> The development of Interstate 25 drew commercial and hotel investment away from downtown, as did the Eastridge Mall. It opened in 1982 three

miles east of downtown, effectively shifting Casper's retail core out of the traditional central business district.

Increasing demands for recreation and housing were being placed on Casper Mountain, and this presented Natrona County with difficult choices. In the early 1980s, planned housing developments at Casper Mountain rallied public pressure for a comprehensive land use plan to guide development. As a result, the Board of County Commissioners of Natrona County placed a moratorium on zone changes and subdivisions at Casper Mountain until the plan was completed.<sup>79</sup> The plan addressed everything from emergency services and fire safety to cultural resources, and the County adopted it in September 1984.

<sup>77</sup> "Lots in Paradise Valley Are Placed On Sale," *Casper Star-Tribune*, Jan. 19, 1958, 4.

<sup>78</sup> The Woolco shopping center became known as Beverly Plaza in the early to mid-1970s.

<sup>79</sup> "Casper Mountain Plan," (Casper Mountain Steering Committee, Natrona County Planning Department, August 1984).

<b>CASPER PLATS &amp; SUBDIVISIONS, 1888 TO 1945</b>			
<b>Year Filed</b>	<b>Plat Name</b>	<b>Number of Blocks</b>	<b>General Location In/From Downtown</b>
1888	Original Town	12	-
1896	Capitol Hill	7	E
	Park Addition	8	S-SW
1910	Butler	22	E
1912	Kenwood	16	SE
	Sheridan Heights	10	E
1913	Nelson Addition	16	N
	Burlington Addition	18	N-NE
1914	South Addition	12	SE
	East Burlington	8	E
	Morningside	2	E-NE
1915	Midwest Addition	8	W
	North Burlington	12	N
1916	West Central	4	N-NW
c1916	North Casper	30	N-NE
	Whites	7	E
1917	Casper View	9	SE
1920	Glendale	8	SE
	Thomdale	4	S
	Sunnyside Acres	4	SE
	Park Hill	15	S
1921	Highland Park	32	SE
	North Casper #2	8	NE
	Call-Hart Tracts	16	SE
	Country Club	20	SE
	Allendale	24	SE
1922	Standard Addition (273 acres)	8	SW
	Community Park	16	SW
	Fairview	8	SE
	Call-Griffith	16	SE
	Johnson	16	SE
	University	10	E
1923	Carey's Subdivision	4	S
1935	Liberty	2	N
c1945	Codings Subdivision	1	E

# Historic Resources

## Associated Property Types

A property type is the categorization of a set of resources that share physical or associative characteristics. Property types link historic events and/or patterns with actual resources that illustrate these contexts. Buildings, structures, and sites in Casper represent a broad range of original historic functions, including commercial, industrial, governmental, educational, religious, and residential. These individual commercial buildings, institutional structures, and other resources are literal reflections of Casper's history and evolution. A selection of Casper's characteristic property types is summarized below. It should be noted some property types can apply to more than one thematic categorization (e.g. Mid-Century *and* Institutional).

## Commercial Property Type



200 North Wolcott St.



241 South David St.

Casper has varied historic commercial resources ranging from modest wood-framed buildings to mid-century modern poured concrete buildings. Though One-Part and Two-Part Commercial Block buildings are the dominant commercial property types, larger office buildings and false-front building forms are not uncommon. Most are concentrated in the



242 East 2<sup>nd</sup> St.

NRHP-listed downtown area and along Casper’s main commercial corridors such as 2<sup>nd</sup> Street, Center Street, and Yellowstone Highway.



363-367 South Ash St.



236 East Midwest Ave.



124 East 2<sup>nd</sup> St.

### Roadside Commercial Property Type

In addition to Casper’s traditional commercial properties concentrated downtown, the historic highways passing through Casper feature a number of roadside commercial properties.

Automobile-related/associated buildings first appeared along the roadsides of Casper in the early twentieth century and reflect a major transition in the city’s history as development spread out in

each direction from the central business district. In addition to filling and service stations, automobile dealerships, and parking facilities, roadside architecture also includes motels, tourist camps, roadside restaurants, drive-in theaters, and roadside diversions such as bowling alleys and miniature golf courses.



2800 CY Ave.

Roadside Commercial Property Type, continued



Former Phillips 66 Filling Station, 1924 CY Ave.



E. 2<sup>nd</sup> St. at Country Club Rd.



830 E. A St.



728 E. A St.



711 E. Collins Dr.



1130 E. F St.

## Residential Resources

Casper’s historic residential buildings and neighborhoods reflect the gamut from working class cottages and multi-family dwellings to high style single-family homes. The earliest and more modest homes are folk houses with no clear stylistic categorization. At the same time, many others represent late-nineteenth and early twentieth century styles, such as Prairie Style, Tudor Revival, and Craftsman. Casper also boasts mid-to-late twentieth century styles influenced by the Modern Movement, including Minimal Traditional cottages, single-family Ranch style homes, and Split-Level Houses.

## Folk House Forms



c1905 Pyramidal House, 114 N. McKinley St.



c1912 Hall-and-Parlor dwelling, 228 E. 8<sup>th</sup> St.



c1920 Intersecting Gable alley dwelling, 711 W. 12<sup>th</sup> St.



c1912 Four-Square dwelling, 742 S. Beech St.

**Folk House Forms, continued**



**c1917 Shotgun dwelling, 116 W. J St.**



**c1918 Gable-Front dwelling, 1220 Burlington Ave.**

**Styled Houses**



**c1900 Second Empire dwelling, 106 N. McKinley St.**



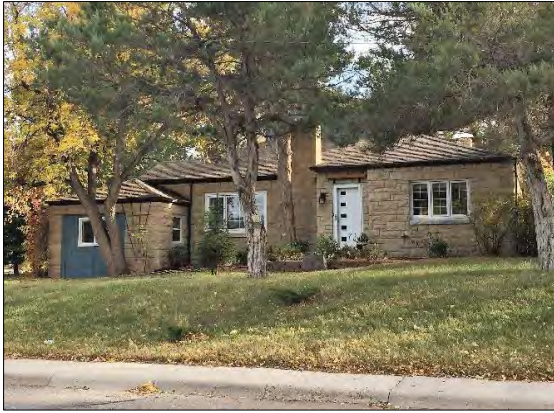
**c1915 Mixed-Style dwelling, 142 N. Lincoln St.**



**c1917 Prairie Style dwelling, 700 S. Beech St.**



**c1921 Craftsman dwelling, 1104 S. Walnut St.**



c1948 Minimal Traditional dwelling, 743 E. 13<sup>th</sup> St.



c1936 Tudor Revival dwelling, 1636 S. Spruce St.

### Multi-Family Dwellings



c1920 multi-unit dwelling, 134 W. G St.



c1950 multi-unit dwellings, 1917-1823 S. Boxelder St.



c1964 apartments, "The Capri," 1900 Fetterman Ave.



c1922 Six-unit Apartment Building, 315 E. 8<sup>th</sup> St.



**Multi-Family Dwellings, continued**



**c1924 Four-unit dwelling, 1110 E. 1<sup>st</sup> St.**



**c1920 Multi-Unit building, 139 N. Grant St.**

**Institutional**

Casper has a number of landmark institutional resources, all of which are literal reflections of major investments in community development. Churches, educational facilities, social halls, and governmental buildings exemplify this property type. Typically executed in a popular and identifiable style of the time, these buildings are usually located at major intersections and anchor their respective neighborhood.



**First Baptist Church, 514 S. Beech St.**

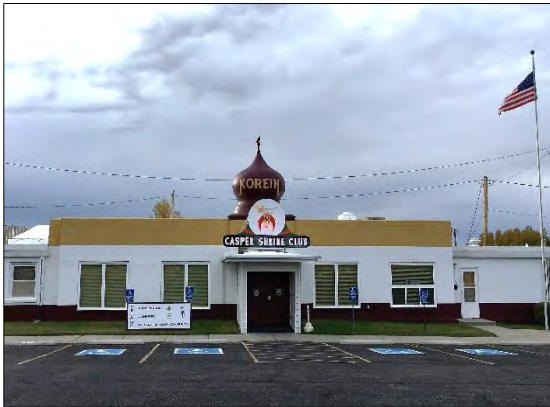


**North Casper Clubhouse, 1032 E. L St.**



**Roosevelt School, 140 E. K St.**

**Institutional, continued**



**Korein Temple, Casper Shrine Club, 1501 W. 39<sup>th</sup> St.**



**Natrona County Courthouse, 200 North Center St.**



**Casper Fire Station No. 6, 280 Valley Dr.**

**Urban Renewal**

The impact of federal land clearance and redevelopment programs of the 1960s and 1970s is readily apparent in Casper. During this period, the City actively sought and received federal funding to redevelop blighted areas, such as the Sand Bar west of downtown. Commonly executed in Brutalist-inspired designs, these projects primarily resulted in construction of municipal, state, and/or federal buildings, though examples of commercial buildings and housing projects are also present in Casper. These economic and governmental forces and the resources constructed as a result communicate important information about past community planning and development.

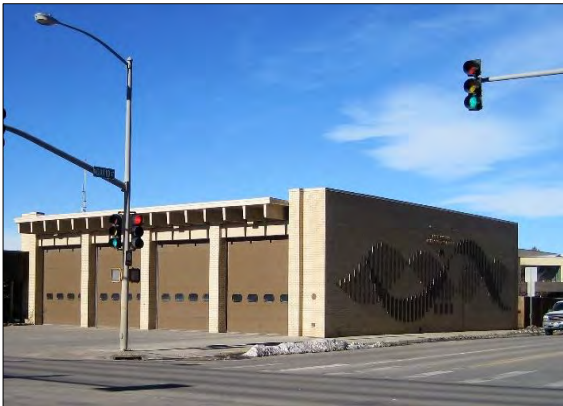
Urban Renewal, continued



1977 Hall of Justice, 201 N. David St.



1973 Brutalist building, 167 S. Conwell St.



1976 Fire Station No. 1, 200 W. 1st St.



1970 Cheney Federal Building, 100-150 E. B St.



1977 City Hall, 200 N. David St.



1975, Brutalist office building, 437 S. Spruce St.

**Recreational and Landscape Resources**

Casper boasts a number of historic recreational resources, cultural landscapes and sites, many of which are landmark features in their respective neighborhoods. In addition to buildings and structures (e.g. Casper Planetarium, Shallenberger Bandshell), Pioneer Park downtown, Washington Park, Casper Mountain (Hogadon) Ski Area, and the green spaces as part of the Casper College campus are historic open spaces that convey patterns of past community planning and development.



1930s Washington Park Grounds, 951 S. Jefferson St.



1930s Casper Mountain Ski Area



c1960 Planetarium, 904 N. Poplar St.

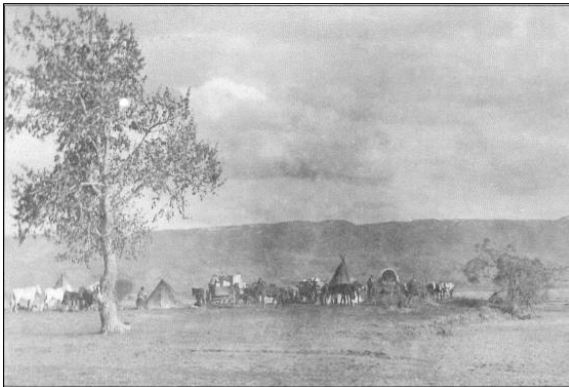


Percy Shallenberger Memorial Bandshell, 1940



1930s, Shallenberger Memorial Bandshell, Washington Park

**Recreational and Landscape Resources, continued**



**Cottonwood Tree, W. Yellowstone Hwy.**



**Cottonwood Tree, W. Yellowstone Hwy.**

*The above photo is from Letters from Lost Cabin: A Candid Glimpse of Wyoming a Century Ago by Percy H. Shallenberger, edited by Doug Cooper. Local sources suggest this tree is the same as the one in the current photo, shown at right.*

**Industrial Resources**

Primarily concentrated along one of Casper’s two railroad grades, industrial resources can generally be found northeast and southwest of Downtown. Processing/manufacturing and warehouse buildings have function-specific designs and typically lack applied ornamentation. Character-defining features include vehicular bays, loading docks, and large open interior spaces.



**350 N. Kimball St.**



**538 E. C St.**



**700 E. C St.**

**Mid-Century Resources**

Mid-to-late twentieth century design is well represented in Casper. Buildings from this era exemplify the local application of contemporary Modernist styles popular nationwide. Typically applied to institutional buildings, banks, and roadside architecture, the Modern Movement aesthetic also appears in the form of Ranch style homes and can be found citywide.



**1964, Expressionist bank building, 234 East 1<sup>st</sup> St.**



**1961 International Style building, 100 West Midwest Ave.**



**1967 International Style Goodstein Library**



**c1958 Ranch style commercial building, 1351 CY Ave.**



**c1958 Modernist church building, 1930 Boyd Ave.**



**c1949 Contemporary Style office, 843 S. Center St.**

**Mid-Century Resources, continued**



**c1964 Split-Level Ranch Style dwelling, 31 Valley Dr.**



**c1958 Organic Style dwelling, 716 E. 13<sup>th</sup> St.**



**c1956 Contemporary Style house, 1133 Mitchell St.**



**c1960 Ranch Style house, 2601 Navarre Rd.**



**c1959 Contemporary Style dwelling, 156 Valley Dr.**



**c1959 Ranch Style dwelling, 100 Valley Dr.**

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# Appendix A: Preservation Network

## Federal, State, and Local Preservation Network

A network of public and private entities at national, state, and local levels work together to support and carry out preservation activities. A comprehensive list of these partners and a framework for guiding preservation activities in Wyoming can be found in [Wyoming's Comprehensive Statewide Historic Preservation Plan, 2016-2026](#).

Preservation Network	Public	Private
<b>Federal/ National</b>	National Park Service (NPS) Advisory Council on Historic Preservation	National Trust for Historic Preservation (NTHP) Preservation Action Nat'l Alliance of Statewide Organizations National Main Street National Alliance of Preservation Commissions American Assoc. of State & Local History Association for Preservation Technology Society for American Archaeology
<b>State</b>	State Historic Preservation Office (SHPO) Regional Offices for the NPS Wyoming Main Street	Alliance for Historic Wyoming Wyoming State Historical Society (WSHS) Regional Offices for the NTHP
<b>Local</b>	Casper Historic Preservation Commission Natrona County Historic Preservation Commission	Natrona County Chapter of the WSHS Fort Caspar Museum Other local history & preservation orgs.

Nationwide, a variety of federal and state laws, as well as incentive programs protect many historic properties. In general, local preservation laws provide the most substantive protection for historic properties.

### Federal Public Framework

A number of federal laws affect historic preservation in various ways, by:

- establishing preservation programs for federal, state, and local government agencies;
- establishing procedures for different kinds of preservation activities; and

- creating opportunities for the preservation of different types of resources.

The National Historic Preservation Act of 1966, as amended, is the centerpiece of the national historic preservation program. The primary mandates of the act are as follows:

- Authorization for the Department of the Interior, National Park Service to expand and maintain the National Register of Historic Places;
- Provision for the establishment of State Historic Preservation Officers to administer federal preservation programs;
- Specification of how local governments can be certified for participation in federal programs;
- Authorization for preservation grants-in-aid to states and local governments;
- Provision of a process for federal agencies to consider and mitigate adverse impacts on historic properties that are within their control; and
- Establishment of a rehabilitation tax credit program for private property owners that is also part of the Internal Revenue Code. The tax codes also allow charitable contributions through façade and scenic easements.

#### *National Park Service*

All preservation programs are administered by the National Park Service (NPS), Department of the Interior. One component of this charge is the development of programs and standards to direct federal undertakings and guide other federal agencies, states, and local governments in developing preservation planning and protection activities on a local level.

#### *Secretary of the Interior's Standards* ([nps.gov/tps/standards.htm](https://www.nps.gov/tps/standards.htm))

The centerpiece of this effort is the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. These standards provide all federal agencies, state historic preservation officers, and other organizations with methodologies and guidelines for the preservation of historic and archaeological resources. These standards and guidelines address issues relating to preservation planning, which includes the identification, evaluation, and protection of historic/cultural resources. They serve as the standards for all projects undertaken with federal funding, incentives, loans, or action by the federal government that impact significant historic resources. They have been upheld in federal and state court decisions. Perhaps most importantly, the standards serve as the base for design guidelines in the majority of designated districts and sites throughout the

United States. In the three decades the standards have been used, they have proven to stabilize and increase property values.

*National Register of Historic Places* ([nps.gov/subjects/nationalregister/index.htm](https://www.nps.gov/subjects/nationalregister/index.htm))

The National Register of Historic Places is the nation's official list of properties important in the history, architectural history, archaeology, engineering, and culture of the United States. The National Park Service oversees the National Register program. In Wyoming, the State Historic Preservation Office administers the National Register program. Properties of local, regional, state, and national significance may be nominated to the National Register. Resources listed in the National Register include districts, sites, buildings, structures, and objects. Listing a property in the National Register has a number of advantages, including:

- Recognition of the property's value to the community, state, and nation;
- Eligibility for grants and loan programs that encourage preservation;
- Qualification for participation in federal and state rehabilitation tax credit programs; and
- Consideration in planning for federal or federally assisted projects.

#### *Section 106*

Section 106 of the National Historic Preservation Act of 1966, as amended, requires federal agencies to consider the effect of federally assisted projects on properties listed in or eligible for the National Register of Historic Places. If a project threatens to harm such properties, the federal Advisory Council on Historic Preservation may be consulted in a process designed to promote consideration of ways to avoid or minimize such harm. The federal Advisory Council on Historic Preservation (ACHP) provides a detailed summary at [achp.gov/protecting-historic-properties](https://www.achp.gov/protecting-historic-properties).

#### *Federal Law*

Other federal laws protecting cultural resources include:

- National Environmental Policy Act of 1969
- Housing and Community Development Act of 1974
- Surplus Real Property Act of 1972
- Public Buildings Cooperative Use Act of 1976
- AMTRAC Improvement Act of 1974

- Emergency Home Purchase Assistance Act of 1974
- The Department of Transportation Act of 1966
- Archaeological and Historic Preservation Act of 1974
- Archaeological Resources Protection act of 1979
- Antiquities Act of 1906
- Historic Sites Act of 1935
- Executive Order 11593, Protection and Enhancement of the Cultural Environment

#### *Certified Local Government Program ([nps.gov/clg/](https://nps.gov/clg/))*

The federal government established the Certified Local Government (CLG) program in 1980 to promote the preservation of prehistoric and historic resources and allow local communities to participate in the national historic preservation program to a greater degree. Prior to this time, preservation programs developed within a decentralized partnership between the federal and state governments, with the states carrying out the primary responsibility for identification, evaluation, and protection of historic properties. Through the CLG program, Congress extended this partnership to the local government level to allow local participation in the preservation planning process. Communities that meet Certified Local Government qualifications have a formal role in the National Register nomination process, establishment of state historic preservation objectives, and participation in the execution of designated CLG grant funds.

#### *Grants-in-Aid Programs*

The National Park Service provides grants-in-aid to states to promote preservation activities on the state and local level. In Wyoming, grants are awarded for identification, evaluation, and protection of historic and archaeological resources according to federal and state guidelines.

#### *Federal Preservation Incentives ([nps.gov/tps/tax-incentives.htm](https://nps.gov/tps/tax-incentives.htm))*

Tax incentives for the preservation and rehabilitation of historic properties are among the most useful tools for a local government to encourage the protection of historic resources. The most widely used federal incentives are the historic Rehabilitation Tax Credits and the charitable contribution deduction. Since the passage of the Tax Reform Act of 1986, the most widely used federal tax incentives allowed under the Internal Revenue Code are the Rehabilitation Tax Credits, the Charitable Contribution Deduction (Tax Treatment Extension Act of 1980), and the Low-Income Housing Credit.

### State Public Framework

Each state has a State Historic Preservation Officer (SHPO) appointed by the Governor to administer federal preservation programs. The Wyoming SHPO is a division of the State Parks and Cultural Resources agency. The program's responsibilities include:

- conducting ongoing surveys to identify and evaluate cultural resources;
- preparing comprehensive statewide preservation plans;
- nominating properties to the National Register of Historic Places;
- reviewing federal projects for effects on cultural resources;
- administering the rehabilitation state and federal tax credit program;
- administering a range of assistance programs;
- providing public information, education, and training programs; and
- providing preservation technical assistance to counties and local governments

### Local Public Framework

As noted above in the discussion of federal programs, local governments strengthen their local historic preservation efforts by achieving Certified Local Government (CLG) status from the National Park Service (NPS). The NPS and state governments, through their State Historic Preservation Offices (SHPOs), provide valuable technical assistance and small matching grants to hundreds of diverse communities whose local governments endeavor to retain what is significant from their community's past for the benefit of future generations. In turn, the NPS and state governments gain the benefit of having a local government partnership in the national historic preservation program. Another incentive for participating in the CLG program is the pool of matching grant funds SHPOs set aside to fund CLG historic preservation sub-grant projects, which is at least 10 percent of a state's annual Historic Preservation Fund (HPF) grant allocation. Grant funds are distributed through the HPF grant program, administered by the NPS and SHPOs.

Jointly administered by the NPS in partnership with SHPOs, the CLG Program is a model and cost-effective local, state, and federal partnership that promotes historic preservation at the grassroots level across the nation. Working closely with such national organizations as the National Association of Preservation Commissions, the CLG program seeks: (1) to develop and maintain local historic preservation programs that will influence the zoning and permitting decisions critical to preserving historic properties and (2) to ensure the broadest possible participation of local governments in the national historic preservation program while maintaining preservation standards established by the Secretary of the Interior.

## Appendix B: Federal Incentives

### Federal Financial Incentives for Historic Preservation

The **20 percent Federal Rehabilitation Tax Credit** applies to owners, and some renters, of income-producing National Register-listed properties. The amount of tax credits is calculated based on qualified rehabilitation expenditures at the end of the project. Eligible properties must be eligible and/or listed in the National Register of Historic Places. More information relating to the federal program requirements can be found at the following National Park Service website: [nps.gov/tps/tax-incentives.htm](https://nps.gov/tps/tax-incentives.htm)

**Transportation Alternatives (TA)** is a program that federally funds community-based projects that, among other things, improve the cultural, historic, and environmental aspects of our transportation infrastructure. TA authorizes funding for programs and projects defined as **transportation alternatives**, including: on- and off-road pedestrian and bicycle facilities; infrastructure projects for improving non-driver access to public transportation and enhanced mobility; community improvement activities such as historic preservation and vegetation management; environmental mitigation related to storm water and habitat connectivity; recreational trail projects; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former divided highways.

[dot.state.wy.us/home/planning\\_projects/transportation\\_programs/enhancements.html](https://dot.state.wy.us/home/planning_projects/transportation_programs/enhancements.html)

### Charitable Contributions/Easement Donation

IRS code provides for income and estate tax deductions for charitable contributions of partial interest in a historic property. Typically taking the form of an easement, in these cases a *certified historic structure* need not be depreciable to qualify and may include the land area on which it is located.

A facade easement on a registered historic building typically must:

- preserve the entire exterior of the building (i.e. front, sides, rear, and height);
- prohibit any change to the exterior that is inconsistent with the building's historic character;
- include a written agreement between the easement donor and the organization receiving the easement contribution; and

- include donor provision of additional substantiation requirements

To qualify for the federal incentive programs, rehabilitation work typically must comply with the Secretary of the Interior's Standards for Rehabilitation, which can be found at the National Park Service's website at [nps.gov/tps/standards.htm](https://www.nps.gov/tps/standards.htm). The Secretary's Standards are designed to address changes that will allow older buildings to function in the twenty-first century.



# Appendix C: State & Other Incentives

## State of Wyoming and Other Financial Incentives

### **Certified Local Government (CLG) Program / Historic Preservation Fund**

Jointly administered by the NPS in partnership with SHPOs, the CLG Program is a cost-effective local, state, and federal partnership that promotes historic preservation at the grassroots level. Participation in the CLG program allows access to a pool of matching grant funds set aside for preservation projects, including the NPS' Underrepresented Community Grant. Casper is a CLG and has regular access to these funds.

[wyoshpo.state.wy.us/index.php/programs/community-preservation-program-clg](http://wyoshpo.state.wy.us/index.php/programs/community-preservation-program-clg)  
<https://www.nps.gov/preservation-grants/community-grants.html>

### **Community Development Block Grant (CDBG) Program**

Also administered by HUD, the CDBG program provides annual grants to communities for a wide range of local development needs. This flexible program allocates resources to address issues unique to each community.

[portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/communitydevelopment/programs](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs)

### **Wyoming Cultural Trust Fund (WCTF)**

Managed by the Wyoming State Parks and Cultural Resources division, this program supports projects for all forms of arts and culture, including historic and architectural preservation. Services related to building material conservation, survey, preservation planning, restoration or rehabilitation are eligible. Wyoming nonprofit and governmental entities may apply.

[wyospcr.state.wy.us/culturalTrustFund/index.php](http://wyospcr.state.wy.us/culturalTrustFund/index.php)

### **Wyoming Main Street**

Overseen by the Wyoming Business Council, the Main Street Program can help pool resources and direct them toward downtowns and historic neighborhood business districts. Wyoming Main Street is the state-level coordinating entity that assists Wyoming communities of various sizes with their downtown revitalization efforts. Assistance includes coordination and delivery of technical services and volunteer-training. Fifteen of Wyoming communities are certified or affiliate Main Street communities. Among the

financing programs Wyoming Main Street coordinates are the Challenge Loan Program, Business Ready Community Program, and CDBG Downtown Development Grants.

[wyomingbusiness.org/mainstreet](http://wyomingbusiness.org/mainstreet)

#### **Wyoming Historic Architecture Assistance Fund (HAAF)**

Administered by Wyoming Main Street, this fund covers the cost of architectural and/or engineering services related to the rehabilitation of historic buildings. The fund can support funding for such services as a building assessment, structural analysis, building code and ADA requirements, and façade and signage schematic design. Private, nonprofit, and government entities are eligible to apply. Eligible buildings are generally 50 years of age and rehabilitation work must meet the Secretary of Interior's Standards for Rehabilitation.

[wyomingbusiness.org/mainstreet](http://wyomingbusiness.org/mainstreet) and

[wyomingbusiness.org/Uploads/DocumentLibrary/Main%20Street/2018/2019%20pre-application%20final.pdf](http://wyomingbusiness.org/Uploads/DocumentLibrary/Main%20Street/2018/2019%20pre-application%20final.pdf)

#### **Low Income Housing Tax Credits (LIHTC)**

Administered by the U.S. Department of Housing and Urban Development (HUD), the LIHTC can be directed toward rehabilitation of existing buildings and is often combined with the Federal Rehabilitation Tax Credit. [huduser.gov/portal/datasets/lihtc.html](http://huduser.gov/portal/datasets/lihtc.html)

#### **National Trust for Historic Preservation (NTHP)**

The National Trust for Historic Preservation provides seed money for preservation projects. Successfully stimulating preservation at the local level, these grants are distributed three times each year.

[savingplaces.org/grants#.XJkTB5hKhPY](http://savingplaces.org/grants#.XJkTB5hKhPY)

# Appendix D: Additional Resources

## Architectural History

McAlester, Virginia Savage. *A Field Guide to American Houses*. Rev. ed. New York: Alfred A. Knopf, Inc., 2013.

Longstreth, Richard. *The Buildings of Main Street: A Guide to American Commercial Architecture*, 1987.

## National Register of Historic Places

National Park Service, National Register of Historic Places

[nps.gov/subjects/nationalregister/index.htm](https://nps.gov/subjects/nationalregister/index.htm)

National Register Instructional Bulletins

[nps.gov/history/nr/publications/](https://nps.gov/history/nr/publications/)

Wyoming State Historic Preservation Office, National Register Program

[wyoshpo.state.wy.us/index.php/programs/national-register](https://wyoshpo.state.wy.us/index.php/programs/national-register)

## Advocacy and Other Sources

National Trust for Historic Preservation

[savingplaces.org](https://savingplaces.org)

Alliance for Historic Wyoming

[historicwyoming.org](https://historicwyoming.org)

Place Economics. *Profits Through Preservation: The Economic Impact of Historic Preservation in Utah*, 2013.

[preservationutah.org/images/PROFITS\\_THROUGH\\_PRESERVATION\\_complete\\_final\\_2.pdf](https://preservationutah.org/images/PROFITS_THROUGH_PRESERVATION_complete_final_2.pdf)

Clarion Associates of Colorado. *The Economic Power of Heritage and Place: How Historic Preservation is Building a Sustainable Future in Colorado*, 2011.

[hermes.cde.state.co.us/drupal/islandora/object/co:11041/datastream/OBJ/view](https://hermes.cde.state.co.us/drupal/islandora/object/co:11041/datastream/OBJ/view)

Donovan Rypkema. *The Economics of Historic Preservation: A Community Leader's Guide*, 2005.

# Appendix E: Previous Documentation Maps

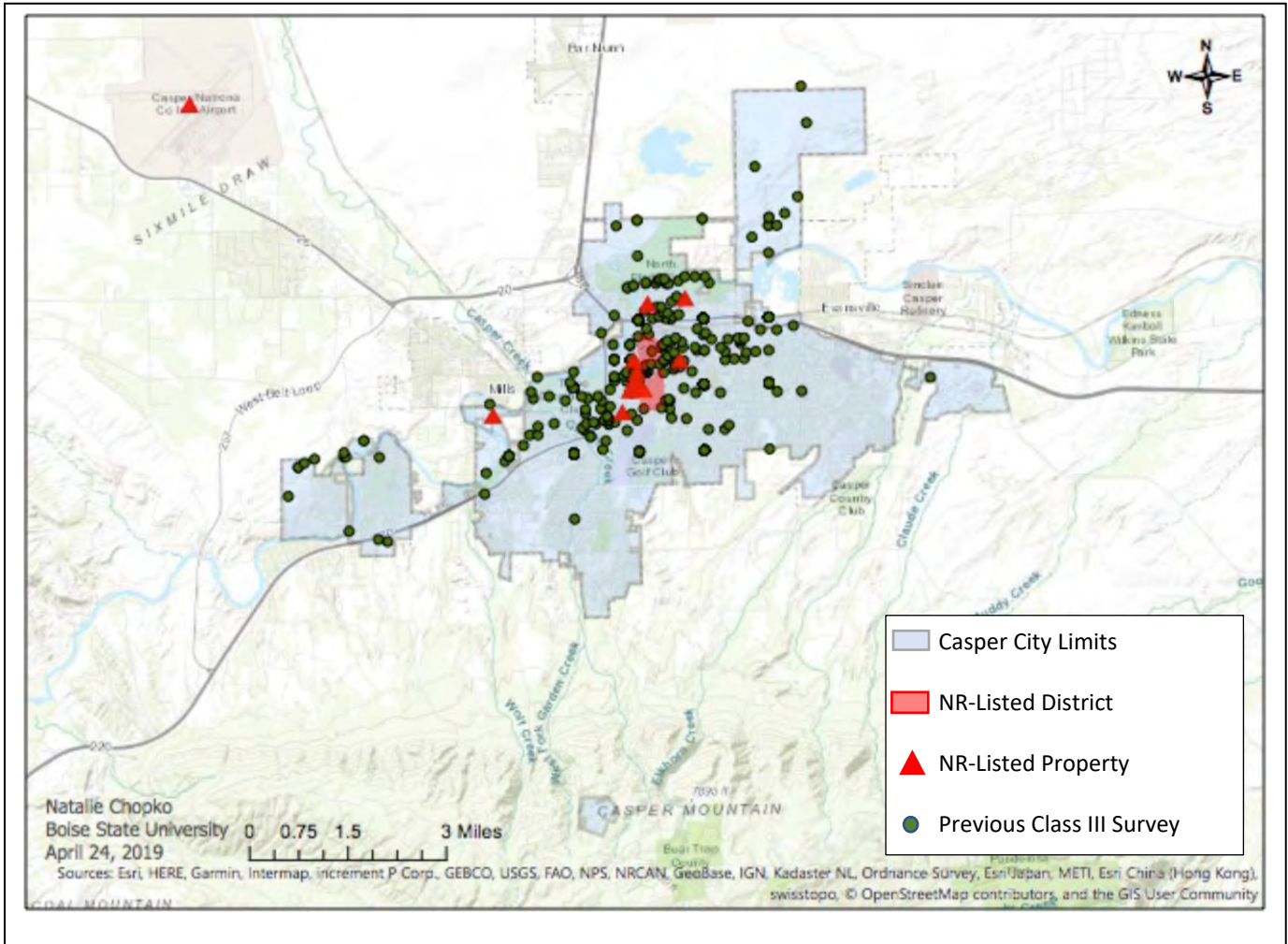
The maps below, generated by the Boise State University (BSU) Geographic Information Systems (GIS) department, illustrate all National Register-listed properties, as well as **some** previously surveyed resources, in Casper. This kind of geospatial mapping can be a very useful planning tool, allowing the City and HPC to readily identify areas warranting new survey as well as areas already surveyed and for which useful documentation is available.

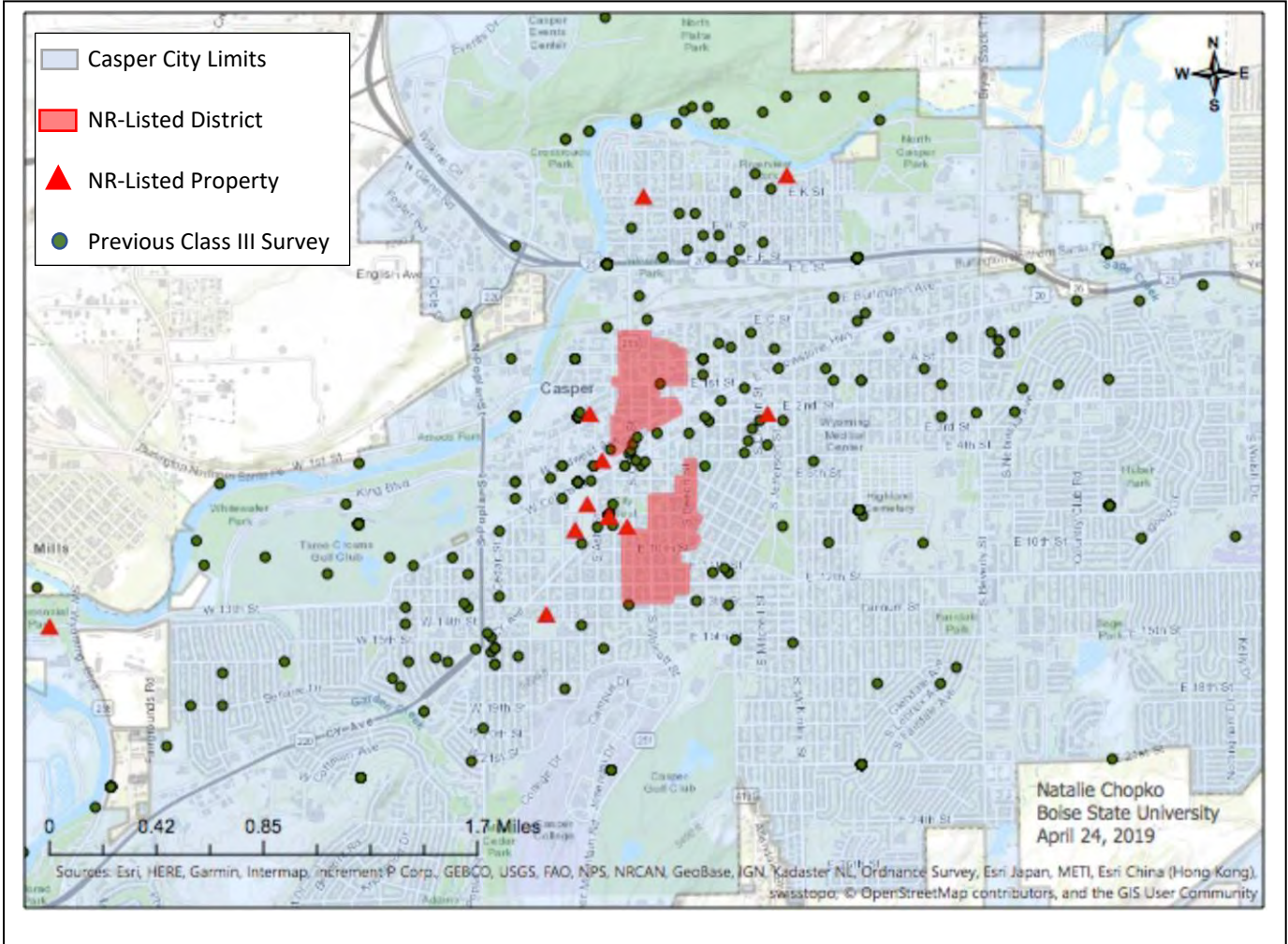
Using shape files provided by the City of Casper, the Wyoming SHPO provided a base data set of all previous Class III surveys, which are illustrated in the maps below.<sup>80</sup> Each green dot represents a site, which can be either a single resource or a group of resources.

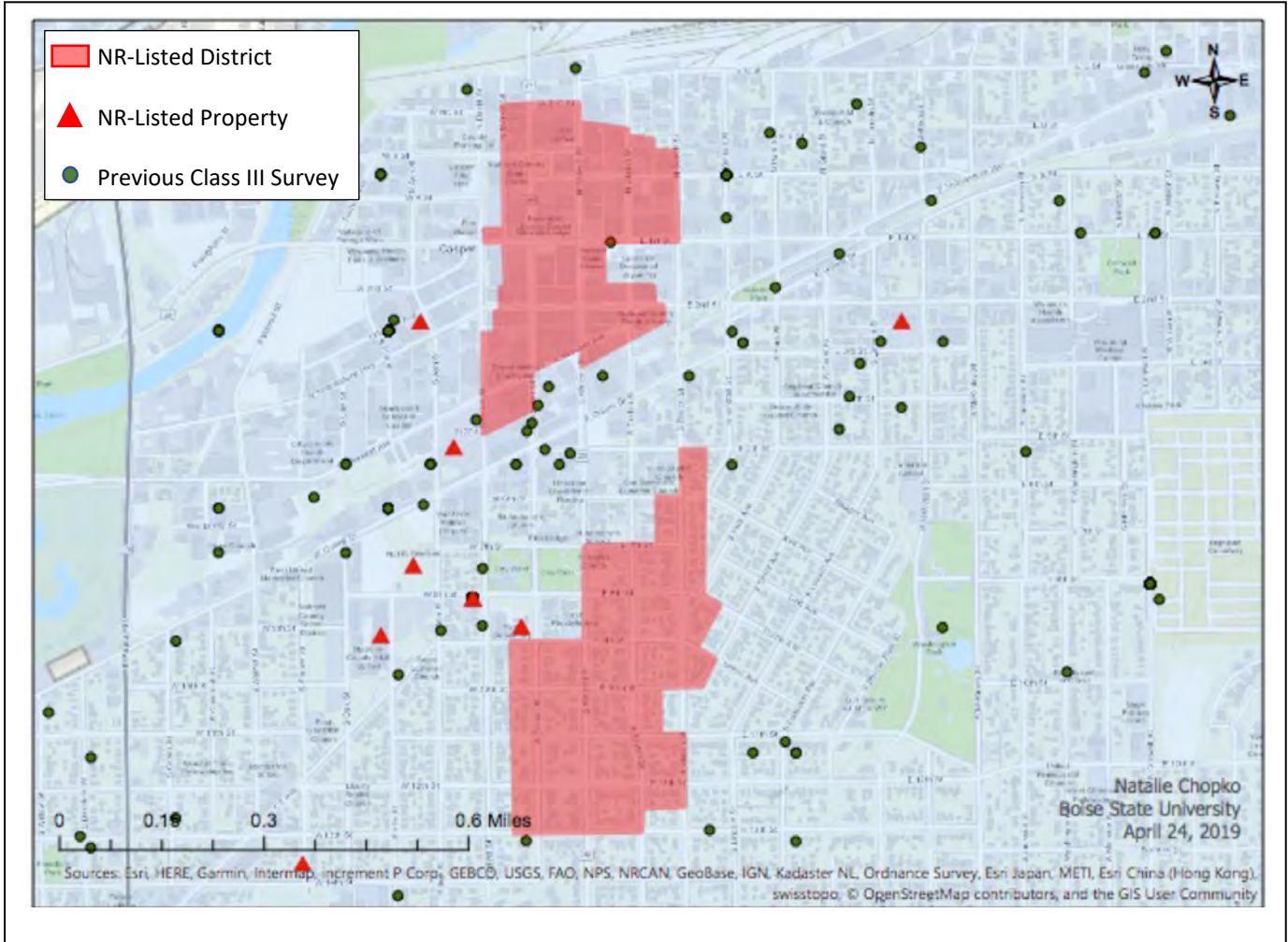
The limitations of this data set, and thus the mapping, should be noted prior to drawing conclusions: first, the lack of dates assigned to the data collection prevents the differentiation between recent survey and out-of-date survey in need of updating; second, the lack of any geospatial information for Class I and Class II surveys results in the illustration of only a fraction of previously surveyed properties. Regardless of these two limitations, the maps below still clearly reflect areas likely in need of future survey/study.

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<sup>80</sup> The Wyoming SHPO has varying levels of survey documentation. Class I survey is a compilation and analysis of existing cultural resource data and information. Class II survey is generated from field investigation and records a sampling of cultural properties within a specified area, while Class III survey records all cultural properties that can be identified for a specific area.







## Appendix F: Glossary

### **Certified Local Government (CLG)**

A local city or county government certified or approved by the State Historic Preservation Office (SHPO) as a local partner in preservation. A CLG has an appointed Historic Preservation Commission to oversee survey and inventory of historic resources, develop and maintain community planning and education programs, and participate as a consulting party in the Section 106 process.

### **Cultural Resource**

Generally any historic building, structure, or site; in state or federal law, a cultural resource may be defined as any building, structure, or site listed in or eligible for listing in the National Register of Historic Places. Often called “historic resource” in common parlance.

### **Historic Preservation Commission**

A body of volunteers consisting of members appointed by the Casper Mayor and City Council and who are responsible for administration and implementation of the city’s historic preservation ordinance. Members represent a variety of professional backgrounds including archaeologists, attorneys, architects, as well as lay members of the public.

### **Multiple Property Documentation Form (MPDF)**

A Multiple Property Documentation Form (MPDF) is a NRHP tool that nominates groups of related significant properties. Not a nomination in its own right, a MPDF is a cover document that serves as the basis for evaluating the NRHP eligibility of resources with shared themes, trends, and/or patterns of history. The MPDF identifies the shared historic contexts and the property types representing those contexts, facilitating the evaluation of individual properties. Furthermore, an MPDF streamlines the method of organizing information collected in surveys and research typically required for NRHP registration and/or preservation planning purposes. “As a management tool, the thematic approach can furnish essential information for historic preservation planning because it evaluates



properties on a comparative basis within a given geographical area and because it can be used to establish preservation priorities based on historical significance.”<sup>81</sup>

**State Historic Preservation Office (SHPO)**

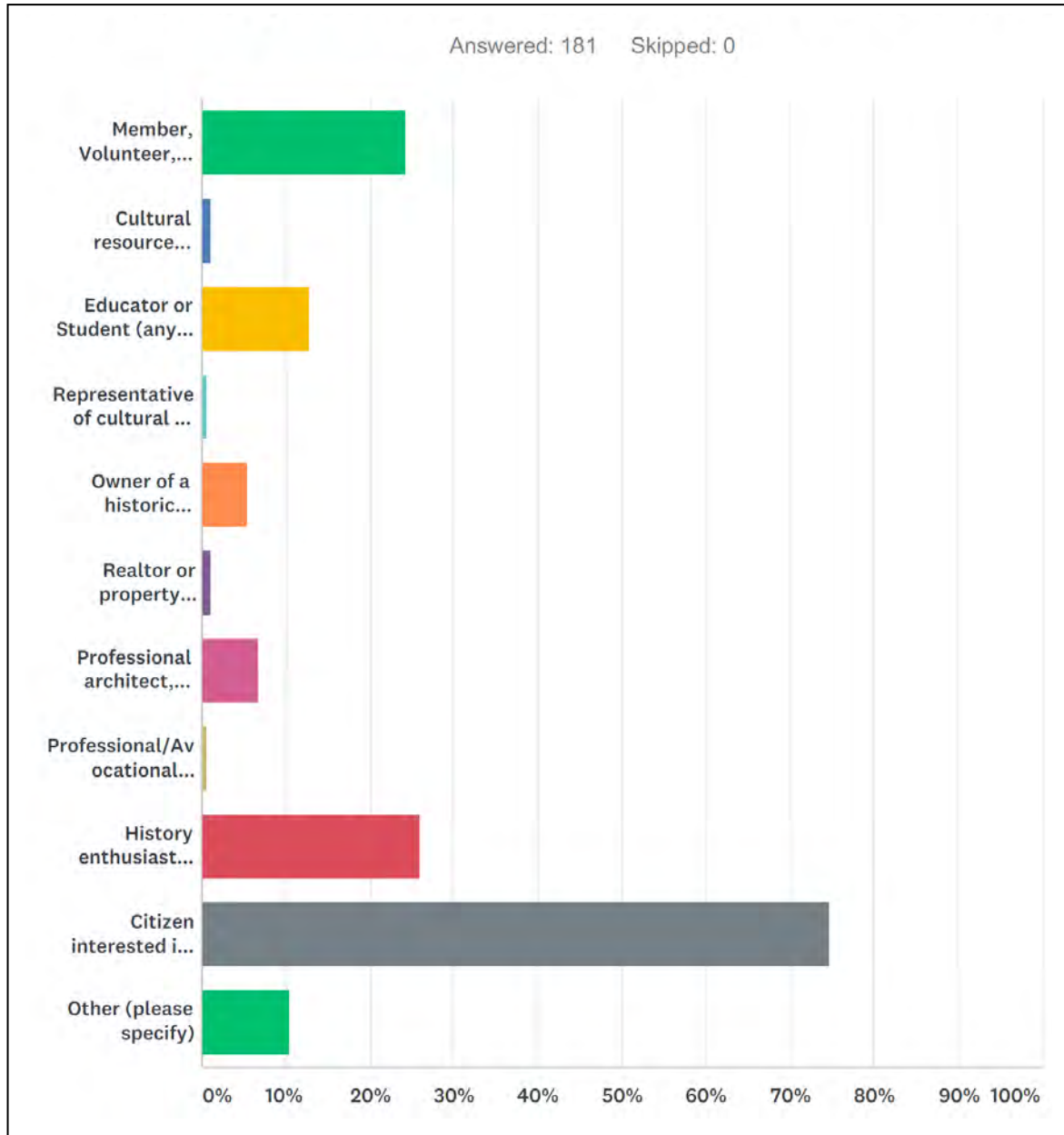
The governmental office that administers historic preservation programs for the State of Wyoming, oversees Wyoming’s management of the National Register of Historic Places program, and assists local governments through the Certified Local Government (CLG) program.

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<sup>81</sup> Definition paraphrased directly from the National Park Service’s National Register Bulletin on MPDFs. Lee, Antoinette, and Linda McClelland, *How to Complete the National Register Multiple Property Documentation Form* (Washington, D.C.: U.S. Department of Interior, National Park Service, 1999).

# Appendix G: Public Opinion Results

Question 1: Please describe yourself.



**Question 1. (Cont.)**

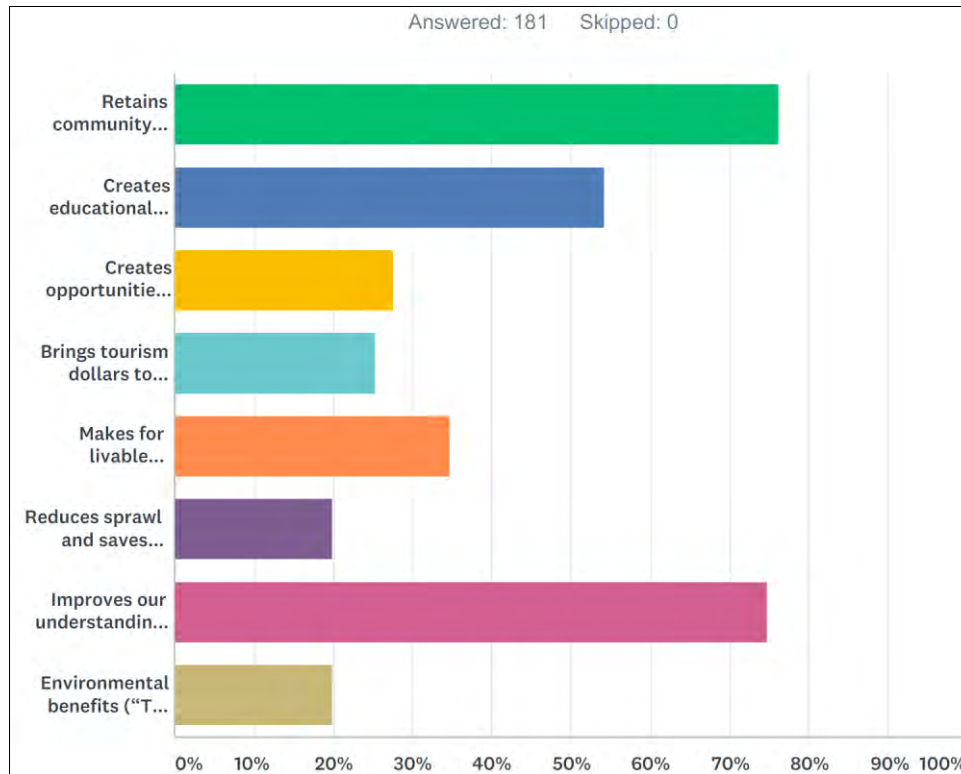
<b>ANSWER CHOICES</b>	<b>RESPONSES</b>	
Member, Volunteer, and/or Staff of historical society, library, museum, arts organization, historic preservation commission, or nonprofit	24.31%	44
Cultural resource manager consultant or professional historian	1.10%	2
Educator or Student (any level)	12.71%	23
Representative of cultural or ethnic group (please specify below)	0.55%	1
Owner of a historic property	5.52%	10
Realtor or property developer	1.10%	2
Professional architect, engineer, or planner	6.63%	12
Professional/Avocational archaeologist	0.55%	1
History enthusiast and/or heritage tourist	25.97%	47

**Question 2: What are your favorite buildings in Casper? What places define Casper's History for you personally?**

This open-ended question garnered several hundred responses. The top responses are ranked as follows (number of responses) and illustrated in the Word Cloud above.

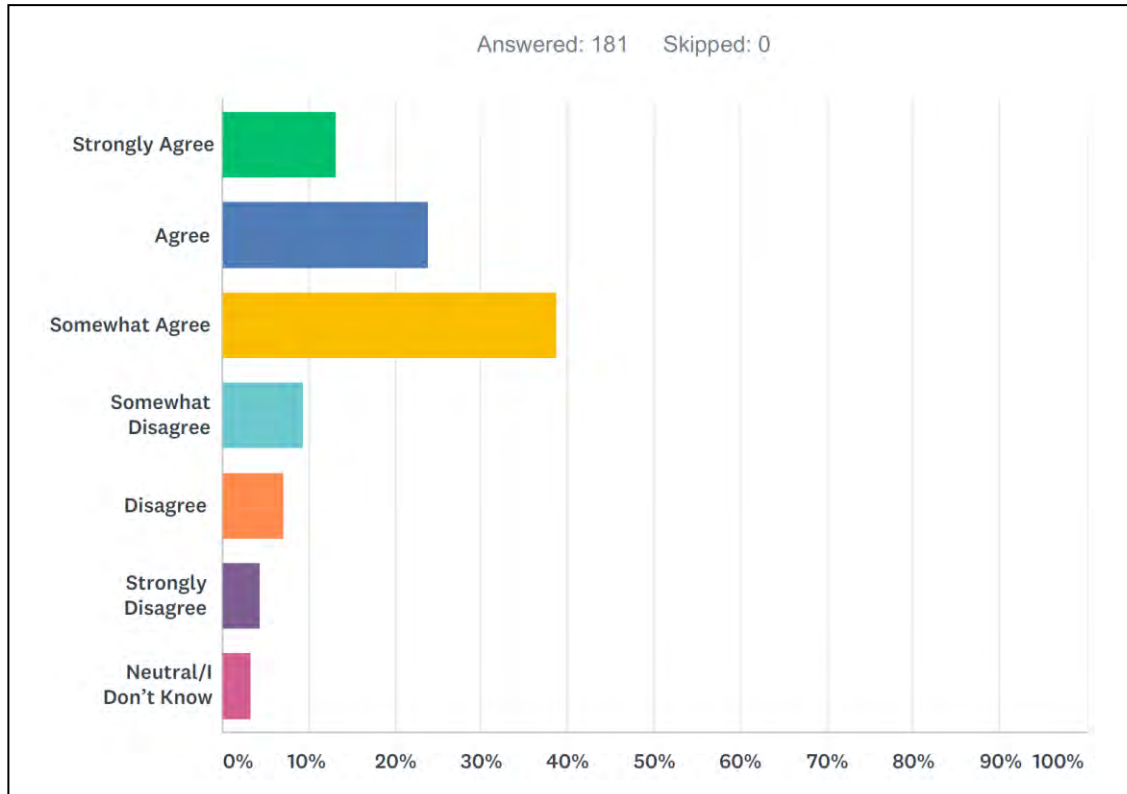
- Downtown (63)
- South Wolcott Residential District (31)
- Natrona County High School (NCHS) (30)
- Bishop House (29)
- Wyoming National Bank/Egg Beater (27)
- Rialto Theater (25)
- Fire Station #1 (24)
- St. Anthony's Catholic Church (17)
- Fort Caspar (16)
- American Theater (16)
- Old Yellowstone District (14)
- St. Mark's Episcopal Church (13)
- Natrona County Courthouse (12)
- Lou Taubert's Outfitters (10)
- Elks Lodge (9)
- First Presbyterian Church (9)
- Old Residential Neighborhoods in general (9)
- Art 321/Racca's (9)
- Townsend Building (8)
- Burlington Depot (8)
- Old Wonder Bar (pre-remodel) (7)
- Library (6)
- Casper College (5)
- Grant Street Grocery (4)
- Oddfellows Building (3)
- Virginia Hotel (3)
- Noland Feed (3)
- Casper Mountain (2)

**Question 3. How important are the aspects listed below to you as they relate to preserving Casper’s heritage? Choose the three most important.**



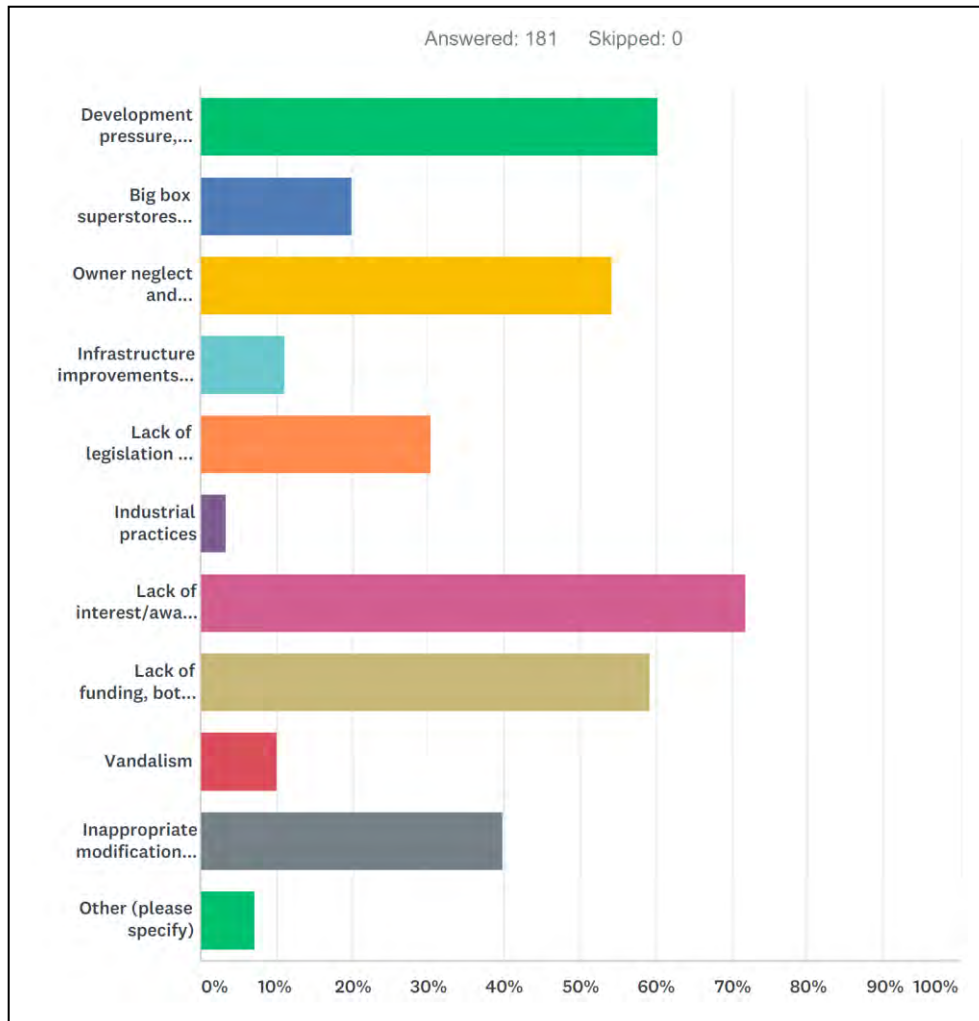
ANSWER CHOICES	RESPONSES
Member, Volunteer, and/or Staff of historical society, library, museum, arts organization, historic preservation commission, or nonprofit	24.31% 44
Cultural resource manager consultant or professional historian	1.10% 2
Educator or Student (any level)	12.71% 23
Representative of cultural or ethnic group (please specify below)	0.55% 1
Owner of a historic property	5.52% 10
Realtor or property developer	1.10% 2
Professional architect, engineer, or planner	6.63% 12
Professional/Avocational archaeologist	0.55% 1
History enthusiast and/or heritage tourist	25.97% 47
Citizen interested in Casper's preservation	74.59% 135
Other (please specify)	10.50% 19
Total Respondents: 181	

**Question 4. How strongly do you feel about the following statement? Casper recognizes its own historic or prehistoric properties through efforts in historic preservation activities.”**



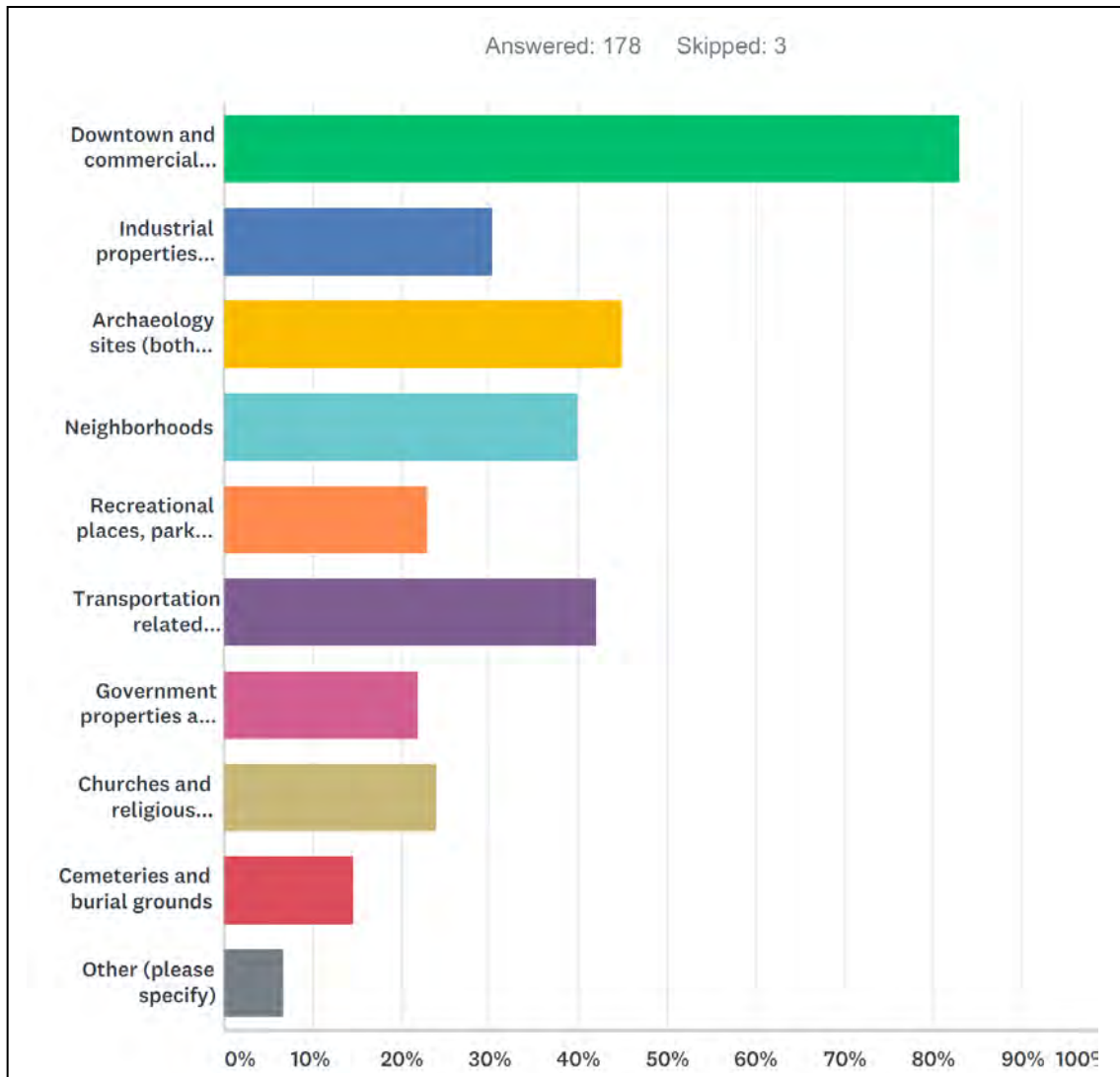
ANSWER CHOICES	RESPONSES	
Strongly Agree	13.26%	24
Agree	23.76%	43
Somewhat Agree	38.67%	70
Somewhat Disagree	9.39%	17
Disagree	7.18%	13
Strongly Disagree	4.42%	8
Neutral/I Don't Know	3.31%	6
Total Respondents: 181		

**Question 5. In Casper, what do you believe are the most serious threats facing historic properties? Choose up to four.**



ANSWER CHOICES	RESPONSES
Development pressure, teardowns, and sprawl	60.22% 109
Big box superstores driving out local businesses	19.89% 36
Owner neglect and disinvestment	54.14% 98
Infrastructure improvements, road construction, cell towers, power lines, etc.	11.05% 20
Lack of legislation or ineffective legislation to protect cultural sites/lack of appropriate enforcement	30.39% 55
Industrial practices	3.31% 6
Lack of interest/awareness/lack of understanding of the value and fragility of heritage buildings/sites	71.82% 130
Lack of funding, both public or private	59.12% 107
Vandalism	9.94% 18
Inappropriate modifications and treatments to historic properties	39.78% 72
Other (please specify)	7.18% 13
Total Respondents: 181	

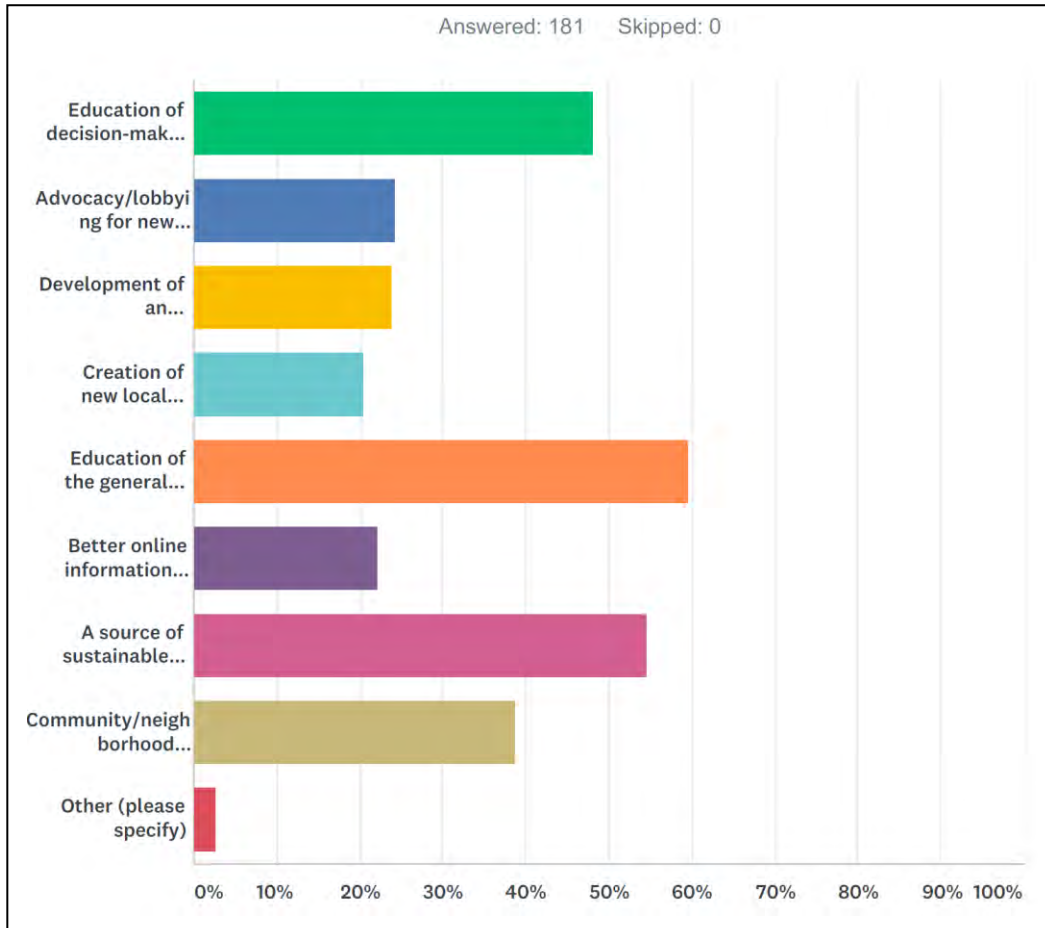
**Question 6. In Casper, which historic or prehistoric properties do you believe are the most threatened? Choose up to six.**



ANSWER CHOICES	RESPONSES
Downtown and commercial areas	83.15% 148
Industrial properties (warehouses, factories, freight areas)	30.34% 54
Archaeology sites (both prehistoric and historic)	44.94% 80
Neighborhoods	39.89% 71
Recreational places, parks, or trails	23.03% 41
Transportation related resources (bridges, gas stations, motor courts, historic signage, railroad resources, etc.)	42.13% 75
Government properties and public buildings	21.91% 39
Churches and religious buildings	24.16% 43
Cemeteries and burial grounds	14.61% 26
Other (please specify)	6.74% 12
Total Respondents: 178	

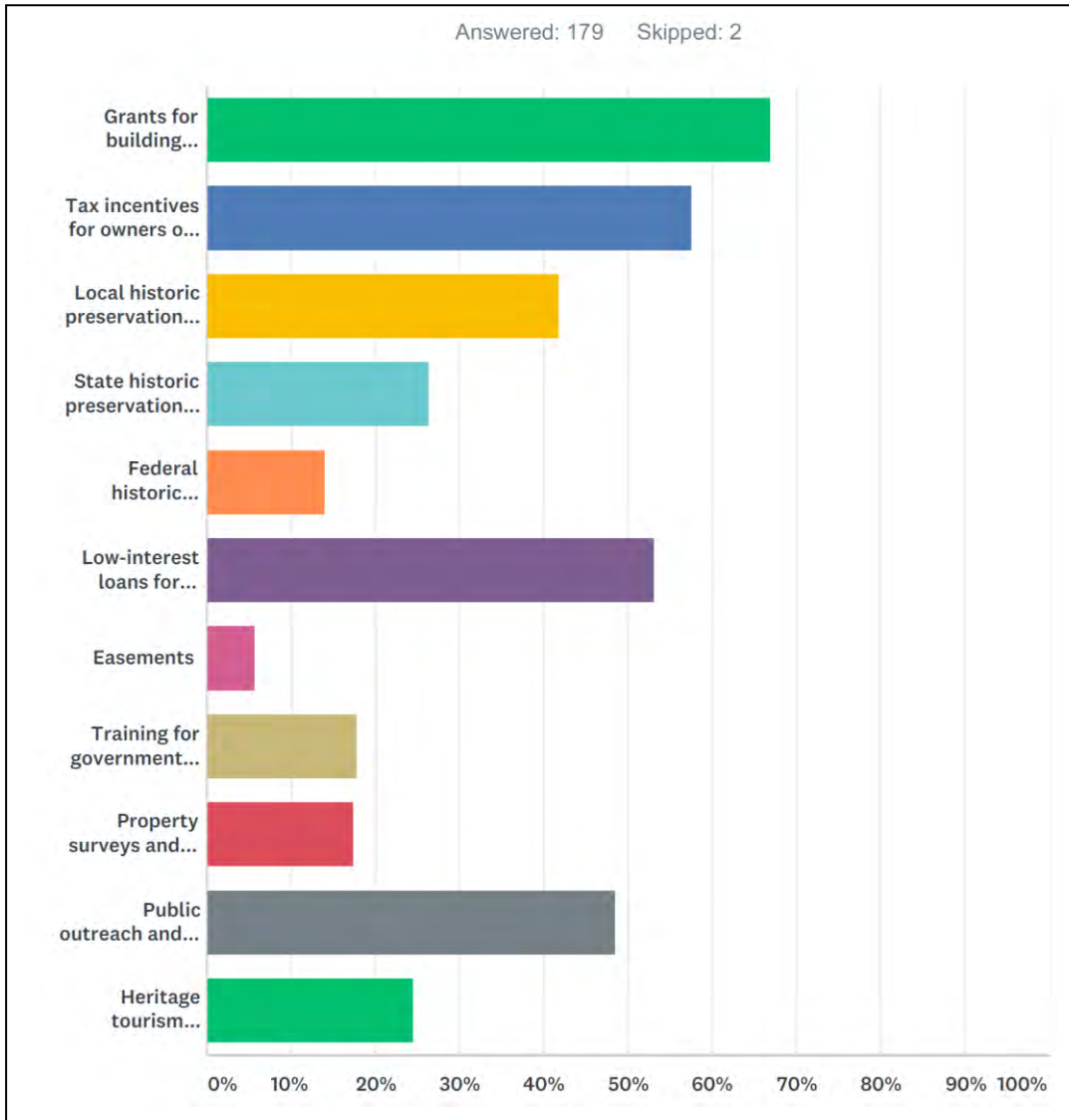


**Question 7. What issues should be the top priorities for the Casper preservation community to address over the next 5 to 10 years? Choose up to three.**



ANSWER CHOICES	RESPONSES
Education of decision-makers and others who influence the fate of the built environment	48.07% 87
Advocacy/lobbying for new preservation legislation and funding	24.31% 44
Development of an administrative code with rules, policies, procedures, and penalties to put "teeth" in existing legislation	23.76% 43
Creation of new local preservation groups to broaden and strengthen the preservation movement	20.44% 37
Education of the general public about the importance of preserving and using heritage resources	59.67% 108
Better online information about historic places and how to care for them	22.10% 40
A source of sustainable funding to help preserve and maintain historic places	54.70% 99
Community/neighborhood revitalization planning and implementation	38.67% 70
Other (please specify)	2.76% 5
Total Respondents: 181	

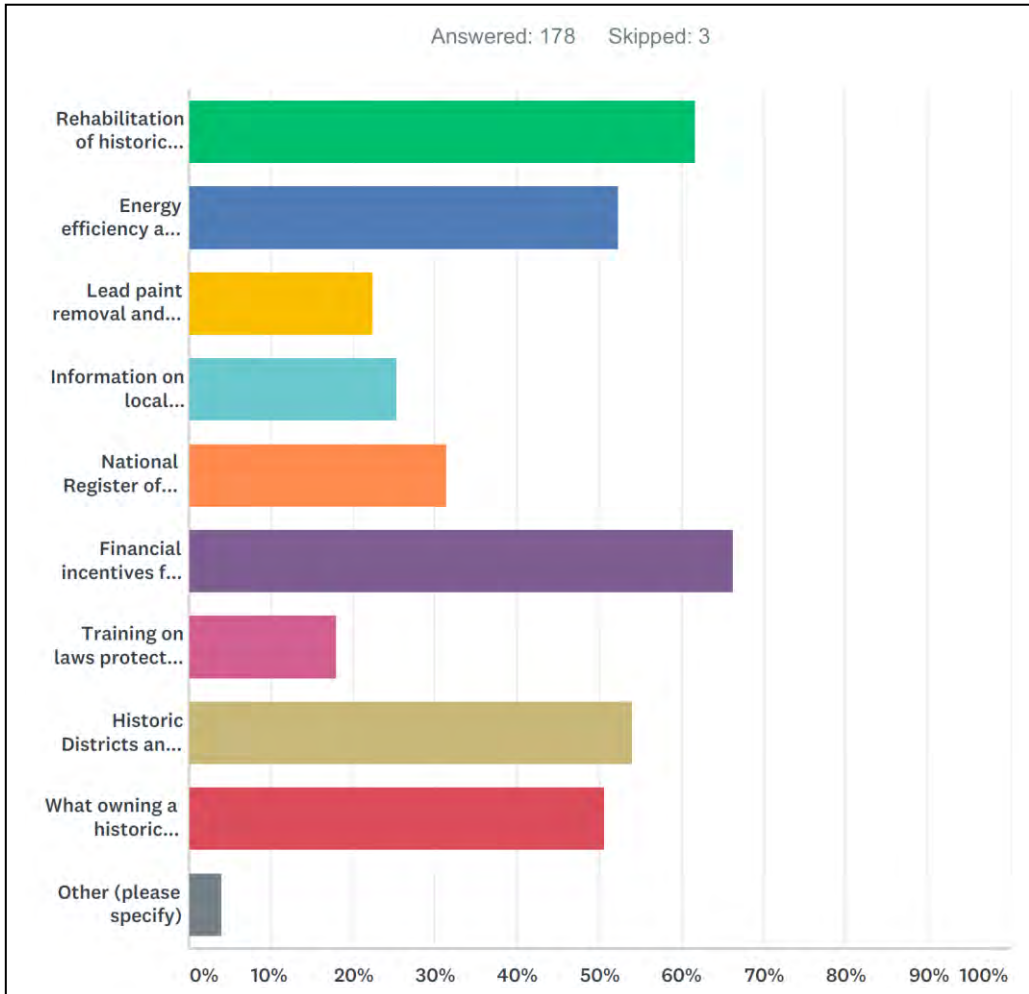
**Question 8. Which of the following preservation tools do you think are the most effective and realistic approaches for preserving Casper’s historic properties? Choose up to four.**



**Question 8. (Cont.)**

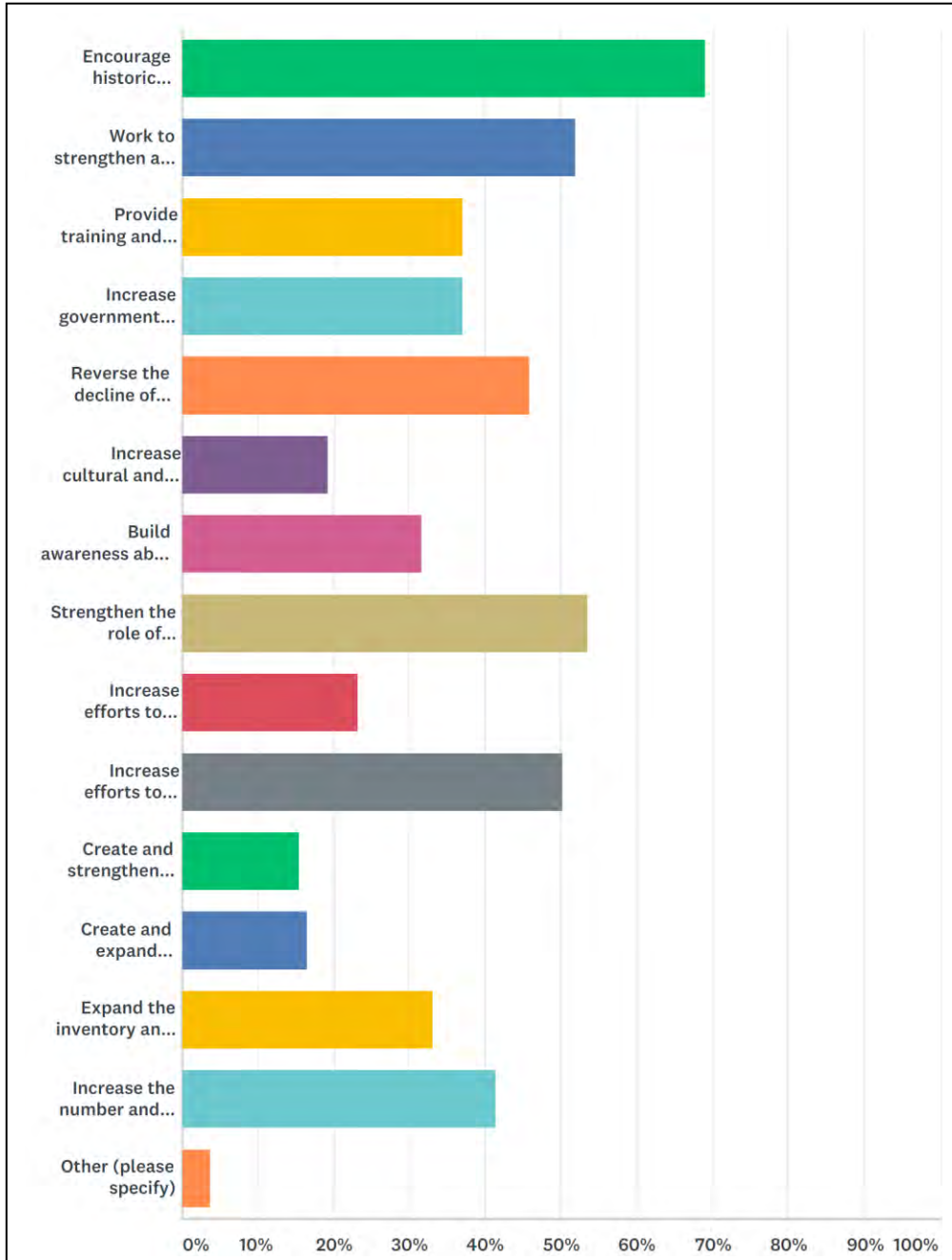
<b>ANSWER CHOICES</b>	<b>RESPONSES</b>	
Grants for building rehabilitation and/or historic resource planning	67.04%	120
Tax incentives for owners of historic properties	57.54%	103
Local historic preservation ordinances and enforcement	41.90%	75
State historic preservation laws and regulations	26.26%	47
Federal historic preservation regulations	13.97%	25
Low-interest loans for rehabilitation	53.07%	95
Easements	5.59%	10
Training for government decision makers	17.88%	32
Property surveys and national register nominations	17.32%	31
Public outreach and education	48.60%	87
Heritage tourism programs	24.58%	44
Total Respondents: 179		

**Question 9. What training, information or education topics would be the most useful to you and your community in its preservation efforts? Choose up to five.**



ANSWER CHOICES	RESPONSES
Rehabilitation of historic masonry, woodwork, and/or historic windows	61.80% 110
Energy efficiency and weatherization in historic buildings	52.25% 93
Lead paint removal and safe work practices	22.47% 40
Information on local preservation commissions	25.28% 45
National Register of Historic Places nomination process	31.46% 56
Financial incentives for preservation	66.29% 118
Training on laws protecting resources	17.98% 32
Historic Districts and how they affect you and your community	53.93% 96
What owning a historic property may mean (National Register versus local ordinance and design review)	50.56% 90
Other (please specify)	3.93% 7
Total Respondents: 178	

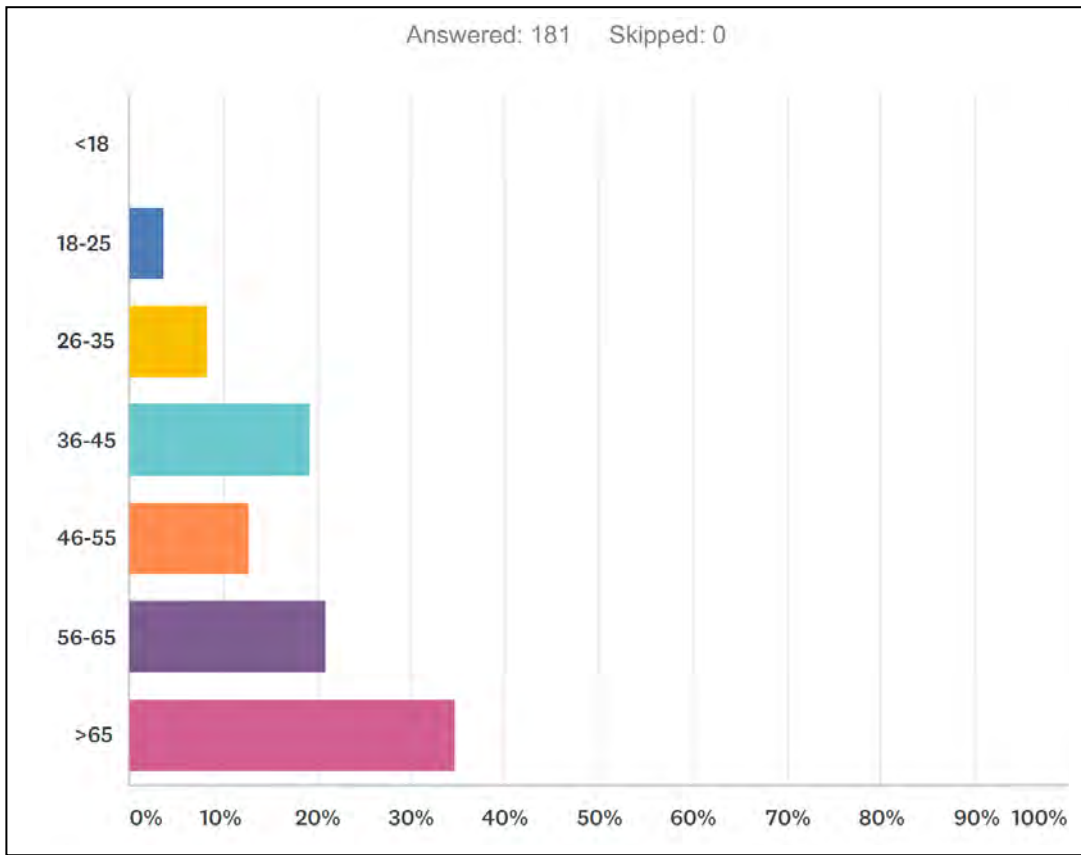
**Question 10. Given your perception of the state of preservation in Casper today, please choose the top six goals from the list below that you feel are the most relevant for Casper HPC/CLG and its partners to focus on in the coming years.**



**Question 10. (Cont.)**

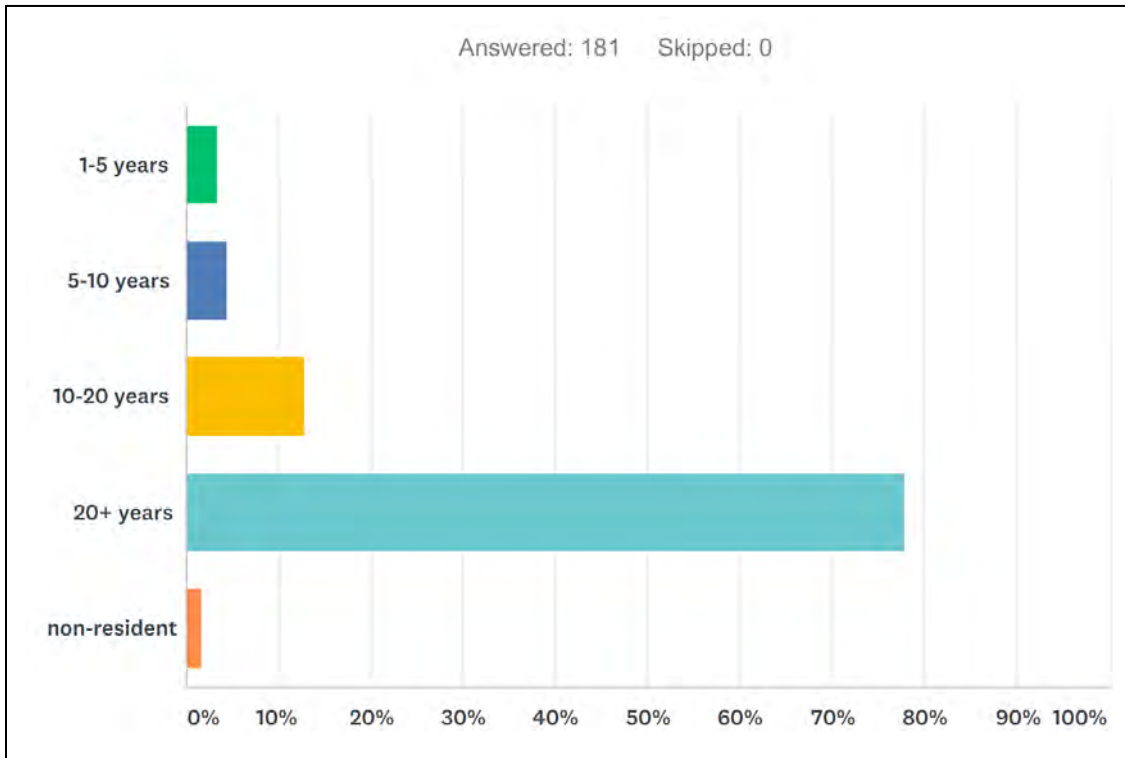
ANSWER CHOICES	RESPONSES	
Encourage historic preservation as an economic development tool while maintaining the integrity of the resources	69.06%	125
Work to strengthen and expand existing financial incentive programs, as well as develop new incentives and funding sources	51.93%	94
Provide training and programs to increase understanding of historic preservation	37.02%	67
Increase government decision makers' understanding of and support for historic preservation	37.02%	67
Reverse the decline of downtown commercial areas	45.86%	83
Increase cultural and ethnic diversity in the preservation movement	19.34%	35
Build awareness about the connections between historic preservation and sustainability	31.49%	57
Strengthen the role of historic preservation in local planning and community revitalization	53.59%	97
Increase efforts to promote heritage tourism	23.20%	42
Increase efforts to identify and protect historic and prehistoric properties	50.28%	91
Create and strengthen historic preservation laws through state legislative action	15.47%	28
Create and expand opportunities for collaboration among Wyoming communities, organizations, and cultural groups	16.57%	30
Expand the inventory and designation of Casper's historic and prehistoric properties for use in planning, education, public information, and protection	33.15%	60
Increase the number and visibility of high-quality preservation projects citywide	41.44%	75
Other (please specify)	3.87%	7
Total Respondents: 181		

**Question 11. So the Commission can better understand the constituency, please provide your age range.**



ANSWER CHOICES	RESPONSES	
<18	0.00%	0
18-25	3.87%	7
26-35	8.29%	15
36-45	19.34%	35
46-55	12.71%	23
56-65	20.99%	38
>65	34.81%	63
<b>TOTAL</b>		<b>181</b>

**Question 12. So the Commission can better understand the constituency, please let us know how long you have lived in Casper.**



ANSWER CHOICES	RESPONSES	
1-5 years	3.31%	6
5-10 years	4.42%	8
10-20 years	12.71%	23
20+ years	77.90%	141
non-resident	1.66%	3
<b>TOTAL</b>		<b>181</b>



# Appendix H: Historic Preservation Laws & Policies

For a comprehensive listing of federal and state legislation related to historic preservation, see *Wyoming's Comprehensive Statewide Historic Preservation Plan 2016-2026*, pp. 102-106: <http://wyoshpo.state.wy.us/index.php/about-shpo/state-preservation-plan>

## Federal Laws

### **National Historic Preservation Act**

The **National Historic Preservation Act** (NHPA) of 1966, and subsequent amendments, establishes procedures and policies concerning historic preservation. This act established and defines the national historic preservation program, including the statutes creating the National Register of Historic Places, Determinations of Eligibility, State and Tribal Historic Preservation Officers, and Section 106. Except in instances where federal monies are involved in construction or rehabilitation, the Act does not specifically affect local properties. <https://www.achp.gov/sites/default/files/2018-06/nhpa.pdf>

### **The National Trails System Act**

The **1968 National Trails System Act, as amended**, established National Recreation, National Scenic, and National Historic Trails. National Scenic and National Historic Trails may only be designated by an Act of Congress. <https://www.law.cornell.edu/uscode/text/16/chapter-27>

## Wyoming Laws

Relevant state legislation involving the protection of archaeological and cultural resources include the **1935 Wyoming Antiquities Act** (WS 36-1-114) and the **1967 Wyoming State Archaeologist Statute** (WS 36-4-106). <https://www.wyoleg.gov/StateStatutes/StatutesConstitution>

## City of Casper Laws & Policies

### Certified Local Government

Local governments with a historic preservation program that meets specific federal and state standards are eligible for a status as a Certified Local Government (CLG). This certification is awarded by the National Park Service and the Wyoming State Historic Preservation Office. The City of Casper has been a CLG since 1987 (Ordinance 66-87).

Responsibilities of a CLG include maintaining a historic preservation board or commission that is recognized by the local jurisdiction, enforcing state and local preservation laws, maintaining local surveys and inventories, reviewing National Register nominations, allowing for public participation, and reporting annually.

### City of Casper Historic Preservation Ordinance

The Casper Historic Preservation program was authorized in 1987 and is outlined in the Casper Municipal Code, Chapter 2.40. The ordinance outlines the purpose of the program as follows:

1. Effect and accomplish the protection, enhancement, and perpetuation of improvements and historic districts which represent or reflect elements of the City of Casper's cultural, social, economic, political, engineering, and architectural history;
2. Safeguard the City of Casper's historic, architectural and cultural heritage as embodied and reflected in such historic structure, sites, and districts as may be identified;
3. Stabilize and improve property values;
4. Foster civic pride in the beauty and noble accomplishments of the past;
5. Protect and enhance the City of Casper's attractions to residents, tourists, and visitors, and serve as a supporter and stimulus to industry and business to strengthen the economy in the City of Casper; and
6. Promote the use of historic structures, sites, and districts for the education, pleasure, and welfare of the residents of the City of Casper.

Regarding the HPC, the ordinance outlines the following:

1. At least two members of the commission shall be professionals in fields of history, archaeology, *historic* architecture, architecture, cultural geography, American civilization or planning. All of the members, however, should have a demonstrated interest, knowledge or experience in the fields related to *historic preservation* as stated above.

2. The *historic preservation* commission has the power to:
  - a. Conduct cultural resource inventories of structures and areas for the purpose of determining architectural, *historical*, cultural, and/or archaeological significance, to maintain and revise detailed listings of significant structures and/or districts;
  - b. Recommend to the council criteria for the evaluation and designation of *historic* districts, *historic* overlay zoning districts, buildings, structures, sites or other significant features within the city's jurisdiction. The criteria should be compatible with the criteria of the Department of Interior's criteria for evaluation of potential entries to the National Register of *Historic* Places;
  - c. Propose *historic* districts, *historic* overlay zoning districts, sites, buildings, structures and facilities which meet criteria because they are significant in American history, architecture, archaeology and culture. This recognition of local *historic* districts, *historic* overlay zoning districts, sites, buildings, structures and facilities shall be entitled locally as specified in [Section 2.40.100](#). Proposed designations by the *historic preservation* commission shall be submitted to the city council for their consideration of adoption;
  - d. Act as advisors on *historic preservation* issues to appropriate local government agencies located within the city as well as the city council;
  - e. Act as advisors to residents and property holders on matters of *historic preservation*;
  - f. Promote *historic preservation* awareness through a wide range of activities such as walking tours, education seminars, and published materials;
  - g. Upon approval of the city council, retain consultants to carry out the duties as listed in this section;
  - h. Request appropriate information, cooperation, assistance or studies from any government departments, boards, agencies or commissions; and
  - i. Perform such inventories as required.

### Related Local Ordinances

Chapter 17.88 of the Casper Municipal Code outlines the **Historic Overlay Code**. This code outlines the process to designate, establish, and/or preserve areas or individual structures, within any established zoning district, having historical significance for the benefit of owners and the general public. It also outlines the procedure for removing historic overlay zoning from a structure or area.

Chapter 17.94 of the Casper Municipal Code outlines the **Old Yellowstone District and South Poplar Street Form-Based Code**. Although it does not regulate the review of proposed projects through the lens of historic and cultural resources, this code applies to an area that includes historic resources. The code is intended to “create a complimentary extension of the downtown, with its own unique character and design, and to provide a framework for achieving the desired built-form characteristics of a downtown, including similar densities, building materials, building orientation, building heights, architecture and a diversified mix of complimentary and interrelated land uses.”

### **Generation Casper Comprehensive Plan**

In 2016, the City of Casper hosted public meetings and listening sessions in order to update its multi-year comprehensive plan. The City’s Planning Department interviewed the Historic Preservation Commission (HPC) and HPC members participated in discussion that helped shape the plan, published in 2017 as *Generation Casper*.

The plan addresses issues related to historic resources in chapters on endless character, a vibrant urban center, and an undiscovered quality of life. In particular, the following items and actions are called out:

**ECH3. Welcoming Gateways:** Prioritize the development of pleasing community gateways that promote community pride and present a positive image for the community.

**ECH3-2. Historic Buildings:** Identify and capitalize on the location, significance, and potential for reuse and/or renovation of historic resources.

**Strategy:** Work with the historic preservation groups to capitalize on the history of the area and buildings to bring people to the urban core and increase tourism. Build on the completed historic building inventory as recommended by the State Historic Preservation Office (SHPO). Identify key properties, buildings and/or districts with redevelopment and/or rehabilitation potential for commercial or other uses.

**VUC2. Thriving Centers:** Strengthen the economic role of downtown and the OYD as a unifying element for Casper through unique and diverse uses.

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

**Strategy:** Work with neighborhood groups to create design guidelines/standards for buildings and signage to preserve historical landmarks and architectural features, and ensure that new development complements the existing character. Work with the SHPO and complete a training on tax incentives and financial assistance that makes it easier to rehabilitate historic buildings

**UQL4. Integrated Paths:** Create a vast network of interconnected open spaces and recreational resources.

**UQL4-5. Natural and Historic Routes:** Utilize drainageways and abandoned railroad rights-of-way as supplements to the primary parks, open space, greenways, and trails system.