

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, March 3, 2020, 6:00 p.m.



COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- II. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with Civility and Decorum.
- III. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.
(These Guidelines Are Also Posted at the Podium in the Council Chambers)

Please silence cell phones during the City Council meeting.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 18, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 25, 2020
4. CONSIDERATION OF MINUTES OF THE FEBRUARY 18, 2020 EXECUTIVE SESSION – LAND ACQUISITION

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5. CONSIDERATION OF BILLS AND CLAIMS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish March 17, 2020, as the Public Hearing Date for Consideration of:

- a. **Microbrewery Liquor License No. 7** for Oil City Beer Company, LLC, d/b/a **Oil City Beer Company**, Located at 4155 Legion Lane Unit 4 and 6.
- b. **New Microbrewery Liquor License No. 4** for Brewstory, LLC d/b/a **Frontier Brewing Co.**, Located at 117 East 2nd Street.

8. PUBLIC HEARINGS

A. Ordinance

1. Plat Creating **Garden Creek Square Addition No. 2**, a Subdivision Agreement, and a Zone Change of said Addition to R-4 (High Density Residential).
2. Vacation, Replat, Zone Change and Subdivision Agreement for the **Greenway Park III Addition**.
3. Replat, Zone Change, and Subdivision Agreement for the **Kensington Heights No. 1 Addition**.

B. Resolution

1. **Fiscal Year 2020 Budget Amendment #2**.

9. RESOLUTIONS

A. Consent

1. Authorizing a Lease Agreement with **Johnson Restaurant Group, Inc.** for Operation of the **19th Hole Restaurant at the Municipal Golf Course**.
2. Authorizing a License Agreement with **Black Hills Energy** for Installation of **Buried Gas Lines**.

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9. RESOLUTIONS (continued)

A. Consent

3. Authorizing Creation of **Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements**.
4. Authorizing the Execution of an M-54 Utility License with the **Wyoming Department of Transportation** for the Installation of a **4-Inch PVC Fire Line to 1910 Talc Road**.
5. Authorizing an **Access Easement** to the Public **Adjacent to the Dewald Divide Addition**.
6. Authorizing a Procurement Agreement with **Thatcher Company** for Eight 46,000 Pound Deliveries of **Ferrous Chloride** for use at the **Indian Paintbrush Chemical Feed Facility**.
7. Authorizing a Contract for Professional Services with **State Line No. 7 Architects**, in the Amount of \$313,260, for the **City Hall Renovations and Addition Project**.
8. Granting a Right-of-Way Easement to **Rocky Mountain Power** as part of the **Midwest Avenue Reconstruction from Elm Street to Walnut Street Project**.
9. Authorizing an Agreement with **Knife River, Inc.**, in the Amount of \$62,690, for the **21st Street & Shattuck Sanitary Sewer Replacement Project**.
10. Approving the **Vacation and Replat** Creating the **White Dog Addition No. 2** and the Associated **Subdivision Agreement**.
11. Rescinding Resolution No. 02-288 and Designating the **City Clerk's Office** as the Proper **Office for Filing Claims** Against the City Pursuant to W.S. § 1-39-113(c)(ii).

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

11. ADJOURN INTO EXECUTIVE SESSION – LIGITATION

12. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, March 17, 2020– Council Chambers

6:00 p.m. Tuesday, April 7, 2020 – Council Chambers

Work sessions

4:30 p.m. Tuesday, March 10, 2020 – Council Meeting Room

4:30 p.m. Tuesday, March 24, 2020– Council Meeting Room

ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 February 18, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, February 18, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Huber, Johnson, Lutz, Pacheco, Powell and Mayor Freel.

2. PLEDGE OF ALLEGIANCE

A citizen led the audience in the Pledge of Allegiance. Mayor Freel then shared that City Municipal Court employee Deidra Rowe passed away over the weekend. He shared that she was very kind, helpful, and capable. He extended sympathy to family, staff, and all who knew her. Mayor Freel requested a moment of silence to honor her memory.

3. MINUTES

Moved by Councilmember Huber, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the February 4, 2020, regular Council meeting, as published in the Casper-Star Tribune on February 11, 2020. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Pacheco, seconded by Councilmember Johnson, to, by minute action, approve payment of the February 18, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 02/18/20

307CllsnCtr	Services	2,903.57
AMBI	Services	1,563.50
AAALndscpng	Services	40.00
Alluretech	Services	42.00
AmeriTech	Goods	24,375.00
AmrcnScrty	Goods	2,326.00
AppldCncpts	Goods	16,641.00
AStedillie	Reimb	307.64
AtlasOffice	Goods	696.74
BigHrnTire	Goods	70,378.00
BnkofAmerica	Goods	134,472.56
CATC	Services	130,147.26
CFox	Reimb	100.00
CsprPblcUtl	Utilities	390,982.38
CsprStarTrib	Ads	1,206.28
CenturyLink	Utilities	904.80
ChgrHldngs	Refund	478.00
CityofCasper	Services	49,672.76
CitySvcElect	Services	7,320.00
CvlEng	Projects	7,320.00

CollctionCtr	Services	622.76
ComTech	Goods	855.58
CoreMain	Goods	7,159.20
DvdsnFxd	Services	4,177.88
Dell	Goods	2,380.65
DsrtMtn	Goods	79,886.54
DooleyOil	Goods	31,783.00
DblDWldng	Services	420.00
ETCInst	Goods	6,000.00
FirstData	Services	1,662.08
FrstIntrstBnk	Services	775.00
Galls	Services	2,402.04
GBrunson	Reimb	75.00
GlobalSptrm	Services	84,025.91
Homax	Goods	6,393.50
HubFlooring	Goods	16.00
JJones	Reimb	169.08
JWilhelmcoCsprPD	Funding	107.63
KeenanSply	Goods	8,208.50
LongBldg	Services	3,483.00
MDay	Reimb	55.12
MonsonJntrlSvc	Services	7,192.81
Motorola	Goods	8,593.53
MtnStsLitho	Services	304.38
MtnWst	Utilities	2,503.74
NalcoChmcl	Goods	16,207.20
Nelsyn/Nygaard	Services	9,629.52
NevcoSprt	Goods	5,951.87
OlsonAutobody	Services	6,791.23
P&Kmtcycles	Goods	27,565.50
PeakGeo	Services	17,828.44
Pepsi	Goods	284.75
PtrsonEquip	Goods	332,000.00
PMCH	Services	20,000.00
PstlPrs	Services	5,500.69
RDOffut	Services	8,435.00
RDGIA	Services	6,300.00
Ricoh	Goods	293.12
RvrtonFireDst	Training	300.00
RckyMtnPwr	Services	2,929.36
RouterSwrSvcs	Services	373.68
RosenbauerMN	Goods	344,233.00
Smarsh	Services	1,821.00
SprecherElct	Refund	395.00
StateofWyWrksCmp	Services	20,965.23

StrlingInfo	Services	1,153.59
SuperiorInd	Goods	1,543.80
TopOffice	Services	86.82
Tweeds	Goods	190.80
TylrTech	Services	10,445.32
Unfrms2Gear	Goods	11,757.64
UrgentCare	Services	1,411.00
Verizon	Services	357.96
WWCEng	Services	16,638.00
WyFireChfs	Dues	250.00
WyStFiremens	Dues	75.00
WyOfficeProd	Goods	360.00
Total		1,973,204.94

5. BRIGHT SPOT

Mayor Freel welcomed Chris Murray and Craig Valdez, of Kindness Wyoming to the meeting. Mr. Murray spoke about National Random Acts of Kindness Week and their efforts to spread kindness in Wyoming. Mayor Freel read and presented them with a proclamation. Staff handed out Kind bars.

6. COMMUNICATIONS FROM PERSONS PRESENT

David Reid, 1730 Clifton Court, addressed Council to request action on two different illegal liquor sales in Casper.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Bates, to, by minute action, establish March 3, 2020, as the public hearing date for the consideration of:

- 1) plat creating Garden Creek Square Addition No. 2, a subdivision agreement, and a zone change of said Addition to R-4 (High Density Residential);
- 2) vacation, replat, zone change and subdivision agreement for the Greenway Park III Addition;
- 3) replat, zone change, and subdivision agreement for the Kensington Heights No. 1 Addition; and
- 4) fiscal year 2020 budget amendment #2.

Mayor Freel abstained. Motion passed.

8. PUBLIC HEARING - MINUTE ACTION

Mayor Freel opened the public hearing for the consideration of the annual renewal of liquor licenses for the license year April 1, 2020 through March 31, 2021. City Attorney Henley entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated January 6, 2020; an affidavit of publication for the renewals, as published in the Casper-Star Tribune, dated February 10, 2020; an affidavit of website publication, as published on the City of Casper website, dated February 4, 2020; and an affidavit of notice of conspicuous posting, as dated February 4, 2020.

Mayor Freel stated that Council had requested liquor license renewal applicants that had not met the application deadlines be in attendance tonight. He further explained that Council will be discussing possible consequences for late materials at a future work session. City Manager Napier provided a brief report.

Speaking in support was Pete Fazio, Eggingtons.

Speaking in opposition were: David Reid, Poplar Wine and Spirits (late applications), and Eugene Joyce, The Horse Palace (illegal gambling).

Moved by Councilmember Pacheco, seconded by Councilmember Johnson, to, by minute action, authorize the annual renewal of liquor licenses.

Councilmembers shared concerns about the large number of late applications received this year. Councilmember Powell asked how to handle the liquor license applicant that is not current with the payment of State sales tax. City Manager Napier indicated that the application could be considered separately. Councilmember Cathey had questions about the lease and the license renewal for Brewstory, LLC. City Attorney Henley, and Mayor Freel spoke on the matter. City Manager Napier then stated that Brewstory had not requested to renew their license, and that an application for a new license will come forward soon and could be in place for April 1.

Moved by Councilmember Powell to amend the renewal of the restaurant liquor license for Don Juan's Mexican Restaurant to be contingent upon the settlement of delinquent sales tax. Seconded by Councilmember Cathey. Councilmember Johnson voted nay. Motion to amend passed. Council then voted on the motion to renew the liquor licenses, as amended. Motion passed.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-34

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CASPER HISTORIC PRESERVATION COMMISSION ANNUAL REPORT.

RESOLUTION NO. 20-35

A RESOLUTION APPROVING THE PLAT OF A NEW SUBDIVISION, NOWCAP ADDITION, AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 20-36

A RESOLUTION APPROVING AMENDMENTS TO THE CENTENNIAL HILLS PLANNED UNIT DEVELOPMENT GUIDELINES.

RESOLUTION NO. 20-37

A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF GETAC COMPUTERS FROM HP, INC.

RESOLUTION NO. 20-38

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING AND SURVEYING FOR DESIGN AND BIDDING SERVICES FOR THE INDUSTRIAL AVENUE STORM SEWER AND STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 20-39

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC. DBA KNIFE RIVER, FOR HOGADON PARKING LOT, PROJECT NO. 17-052.

RESOLUTION NO. 20-40

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND FUGRO USA LAND, INC. FOR THE GEOGRAPHIC INFORMATION SYSTEM 2020 AERIAL MAPPING UPDATE.

Councilmember Hopkins presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Johnson. City Manager Napier provided a brief report. Motion passed.

10. MINUTE ACTION— CONSENT

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

- 1) reject all bids for the Casper Events Center walk-in cooler and freezer replacement project;
- 2) authorize the purchase of one (1) new 3/4 ton 4x4 cab and chassis, from Fremont Motors, in the total amount of \$30,116 before trade-in allowance;
- 3) authorize the purchase of one (1) new three-quarter-ton crew cab pickup truck with eight-foot bed, from Fremont Motors, in the total amount of \$30,735, before trade; and
- 4) authorize the purchase of one (1) new bulldozer, from Wyoming Machinery, in the total amount of \$474,128.38, before trade-in allowance.

Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings and events they attended.

12. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, February 25, 2020, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 3, 2020, in the Council Chambers.

At 6:45 p.m., it was moved Councilmember Pacheco, seconded by Councilmember Huber, to adjourn into executive session to discuss land acquisition. Motion passed. Council moved into the Council meeting room.

At 7:22 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Lutz, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

13. ADJOURNMENT

At 7:22 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

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for March 03, 2020

0970 CED

0970 CED	Capital Projects Fund	Box cover for Conwell	\$5.32
<i>0970 CED - Total For Capital Projects Fund</i>			\$5.32

0970 CED - ALL DEPARTMENTS **\$5.32**

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Claim No. 2539CA Unit 101227	\$1,028.66
307 COLLISION	Fleet Maintenance Fund	Claim No. 2549CA Unit 101298	\$2,142.25
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			\$3,170.91

307 COLLISION - ALL DEPARTMENTS **\$3,170.91**

3D SPECIALTIES

3D SPECIALTIES	Balefill - Disposal & Landfill	Sign Material	\$1,316.63
<i>3D SPECIALTIES - Total For Balefill - Disposal & Landfill</i>			\$1,316.63

3D SPECIALTIES - ALL DEPARTMENTS **\$1,316.63**

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Customer Service	Postage	\$1,327.94
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			\$1,327.94

A.M.B.I. & SHIPPING,	Engineering	Postage	\$24.22
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<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			\$24.22
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A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage	\$78.40
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<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			\$78.40
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A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage	\$8.47
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<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			\$8.47
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A.M.B.I. & SHIPPING,	Metro Animal Fund - Admin	Postage	\$23.51
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<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Fund - Admin</i>			\$23.51
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A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$25.05
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<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			\$25.05
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A.M.B.I. & SHIPPING, - ALL DEPARTMENTS **\$1,487.59**

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Idf General Labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract General Labor	\$465.60
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$505.61
ADECCO USA, INC.	Balefill - Disposal & Landfill	Labor	\$582.00
<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			\$2,135.21
ADECCO USA, INC. - ALL DEPARTMENTS			\$2,135.21

ADOBE CREATIVE CLOUD

ADOBE CREATIVE CLOUD	City Manager	Creative Suite Subscription	\$39.99
<i>ADOBE CREATIVE CLOUD - Total For City Manager</i>			\$39.99
ADOBE CREATIVE CLOUD - ALL DEPARTMENTS			\$39.99

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Welding Supplies	\$290.20
AIRGAS USA LLC	Balefill - Baler Processing	Bandsaw Blade	\$183.99
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			\$474.19
AIRGAS USA LLC	Balefill - Disposal & Landfill	Gloves	\$69.60
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			\$69.60
AIRGAS USA LLC	Refuse - Residential	Spill Kits	\$220.80
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			\$220.80
AIRGAS USA LLC - ALL DEPARTMENTS			\$764.59

ALBERTSONS #0060

ALBERTSONS #0060	Human Resources	Cup of Pineapple & 2 Oranges for Pretty Water,	\$58.93
<i>ALBERTSONS #0060 - Total For Human Resources</i>			\$58.93
ALBERTSONS #0060 - ALL DEPARTMENTS			\$58.93

ALBERTSONS #0062

ALBERTSONS #0062	Fire-EMS Training	Promotional Ceremony Supplies	\$74.76
<i>ALBERTSONS #0062 - Total For Fire-EMS Training</i>			\$74.76

ALBERTSONS #0062 - ALL DEPARTMENTS**\$74.76****ALBERTSONS #0177**

ALBERTSONS #0177	Police Administration	GROCERY STORES, SUPERMARKETS	\$134.07
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<i>ALBERTSONS #0177 - Total For Police Administration</i>			<i>\$134.07</i>
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ALBERTSONS #0177 - ALL DEPARTMENTS**\$134.07****ALL OUT FIRE EXTINGU**

ALL OUT FIRE EXTINGU	RWS - Booster Stations	Fire extinguisher servicing & inspection	\$130.00
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<i>ALL OUT FIRE EXTINGU - Total For RWS - Booster Stations</i>			<i>\$130.00</i>
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ALL OUT FIRE EXTINGU	Water - Distribution	Fire extinguisher servicing, inspecting, etc.	\$1,450.00
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<i>ALL OUT FIRE EXTINGU - Total For Water - Distribution</i>			<i>\$1,450.00</i>
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ALL OUT FIRE EXTINGU - ALL DEPARTMENTS**\$1,580.00****ALSCO**

ALSCO	Balefill - Baler Processing	Uniforms	\$82.16
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ALSCO	Balefill - Baler Processing	Uniforms	\$82.16
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ALSCO	Balefill - Baler Processing	Uniforms	\$82.16
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ALSCO	Balefill - Baler Processing	Uniforms	\$83.16
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<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$329.64</i>
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ALSCO	Balefill - Disposal & Landfill	Floor Mats	\$53.50
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ALSCO	Balefill - Disposal & Landfill	Floor Mats	\$53.50
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ALSCO	Balefill - Disposal & Landfill	Floor Mats	\$53.50
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ALSCO	Balefill - Disposal & Landfill	Floor Mats	\$56.40
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<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$216.90</i>
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ALSCO	Refuse - Residential	Uniforms	\$56.10
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ALSCO	Refuse - Residential	Uniforms	\$56.10
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ALSCO	Refuse - Residential	Uniforms	\$56.10
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ALSCO	Refuse - Residential	Uniforms	\$56.10
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ALSCO	Refuse - Residential	Jeans	\$13.50
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<i>ALSCO - Total For Refuse - Residential</i>			<i>\$237.90</i>
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ALSCO	Streets	LCAS1318693,1320019,1321369,1322665	\$392.96
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<i>ALSCO - Total For Streets</i>			<i>\$392.96</i>
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ALSCO - ALL DEPARTMENTS **\$1,177.40**

ALSCO INC.

ALSCO INC.	Regional Water Operations	LAUNDRY 3 invoices LCAS1317624;1320294;132	\$185.92
<i>ALSCO INC. - Total For Regional Water Operations</i>			<i>\$185.92</i>

ALSCO INC. - ALL DEPARTMENTS **\$185.92**

AM SIGNAL, INC.

AM SIGNAL, INC.	Capital Projects Fund	Intersection 2nd and Landmark	\$35,156.60
<i>AM SIGNAL, INC. - Total For Capital Projects Fund</i>			<i>\$35,156.60</i>

AM SIGNAL, INC. - ALL DEPARTMENTS **\$35,156.60**

AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics - Operations	Red Cross LTP Agreement Payment	\$975.00
<i>AMERICAN RED CROSS - Total For Aquatics - Operations</i>			<i>\$975.00</i>

AMERICAN RED CROSS - ALL DEPARTMENTS **\$975.00**

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Landfill Building Heat	\$927.13
AMERIGAS - CASPER	Balefill - Disposal & Landfill	LDF Building Heat	\$1,026.62
AMERIGAS - CASPER	Balefill - Disposal & Landfill	ESB Propane Tank Heat	\$1,150.15
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Landfill Baler Forklift	\$323.91
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Forklift Propane	\$117.20
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Propane For Forklifts	\$237.87

AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill *\$3,782.88*

AMERIGAS - CASPER	Ice Arena - Operations	PROPANE FOR OLY	\$44.40
AMERIGAS - CASPER	Ice Arena - Operations	PROPANE FOR OLY	\$46.41
AMERIGAS - CASPER	Ice Arena - Operations	PROPANE FOR OLY	\$50.75

AMERIGAS - CASPER - Total For Ice Arena - Operations *\$141.56*

AMERIGAS - CASPER - ALL DEPARTMENTS **\$3,924.44**

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Balefill - Diversion & Special	HYDRAULIC FLUID	\$12.15
<i>AMERI-TECH EQUIPMENT - Total For Balefill - Diversion & Special</i>			<i>\$12.15</i>
AMERI-TECH EQUIPMENT	Refuse - Recycling	Container Cardboard Lid	\$1,852.00
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Recycling</i>			<i>\$1,852.00</i>
AMERI-TECH EQUIPMENT	Refuse - Residential	Tarps for Roll Off	\$548.00
AMERI-TECH EQUIPMENT	Refuse - Residential	Replacement 90 Wheels	\$662.50
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$1,210.50</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$3,074.65

AMZN Mktp US

AMZN Mktp US	Balefill - Baler Processing	WEIMAN STAINLESS CLEANER	\$36.51
AMZN Mktp US	Balefill - Baler Processing	VACUUM FOR CUSTOMER LOUNGE	\$184.98
AMZN Mktp US	Balefill - Baler Processing	PHONE HEADSET SPECIAL WASTE BUILDING	\$219.95
<i>AMZN Mktp US - Total For Balefill - Baler Processing</i>			<i>\$441.44</i>
AMZN Mktp US	Balefill - Disposal & Landfill	5 DUSTERS	\$52.45
<i>AMZN Mktp US - Total For Balefill - Disposal & Landfill</i>			<i>\$52.45</i>
AMZN Mktp US	Balefill - Diversion & Special	SPECIAL WASTE SUPPLIES	\$124.59
AMZN Mktp US	Balefill - Diversion & Special	SPECIAL WASTE SUPPLIES	\$541.42
<i>AMZN Mktp US - Total For Balefill - Diversion & Special</i>			<i>\$666.01</i>
AMZN Mktp US	Fire-EMS Operations	Amazon - Leatherman	\$440.70
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			<i>\$440.70</i>
AMZN Mktp US	Ice Arena - Operations	OFFICE SUPPLIES	\$9.86
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			<i>\$9.86</i>
AMZN Mktp US	Police Administration	BOOK STORES	\$28.97
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$28.97</i>
AMZN Mktp US - ALL DEPARTMENTS			\$1,639.43

APPLIED IND TECH

APPLIED IND TECH	Meter Services	Twenty O-rings	\$27.45
<i>APPLIED IND TECH - Total For Meter Services</i>			<i>\$27.45</i>
APPLIED IND TECH - ALL DEPARTMENTS			\$27.45

ARCHITECTURALGLAZING

ARCHITECTURALGLAZING	Buildings & Structures Fund	Repair work to overhead door at Fire Station #1	\$1,006.14
<i>ARCHITECTURALGLAZING - Total For Buildings & Structures Fund</i>			<i>\$1,006.14</i>
ARCHITECTURALGLAZING - ALL DEPARTMENTS			\$1,006.14

ARROWHEAD HEATING

ARROWHEAD HEATING	WWTP - Operations	A/C Servicing	\$480.00
<i>ARROWHEAD HEATING - Total For WWTP - Operations</i>			<i>\$480.00</i>
ARROWHEAD HEATING - ALL DEPARTMENTS			\$480.00

ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Disposal & Landfill	January Filter Change	\$180.00
<i>ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill</i>			<i>\$180.00</i>
ARROWHEAD HEATING & - ALL DEPARTMENTS			\$180.00

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Fire-EMS Administration	Service for Rescue 1	\$301.28
<i>AT&T BILL PAYMENT - Total For Fire-EMS Administration</i>			<i>\$301.28</i>
AT&T BILL PAYMENT - ALL DEPARTMENTS			\$301.28

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Balefill - Disposal & Landfill	Labor to Install Service at Miller House	\$1,280.00
ATLANTIC ELECTRIC, I	Balefill - Disposal & Landfill	Material to Install new Service at Miller House	\$1,020.00
<i>ATLANTIC ELECTRIC, I - Total For Balefill - Disposal & Landfill</i>			<i>\$2,300.00</i>
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			\$2,300.00

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Misc. Office Supplies	\$57.33
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Baler Processing</i>			<i>\$57.33</i>
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$39.40
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$112.97
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$7.68
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$160.05</i>

ATLAS OFFICE PRODUCT	Police Administration	USB Adapter	\$6.75
ATLAS OFFICE PRODUCT	Police Administration	Misc. Ink	\$156.20
ATLAS OFFICE PRODUCT	Police Administration	Misc. Supplies	\$189.47
ATLAS OFFICE PRODUCT	Police Administration	Cork Board	\$29.85
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$382.27</i>
ATLAS OFFICE PRODUCT	Public Safety Communication	Misc. Supplies	\$205.69
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			<i>\$205.69</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$76.30
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$76.30</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$881.64

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Police Administration	Feb. Base Charge, Jan. Overage	\$138.12
ATLAS REPRODUCTION	Police Administration	Feb. Base Charge, Jan. overage	\$49.94
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$188.06</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$188.06

Audible US MH81L25Z3

Audible US MH81L25Z3	Fire-EMS Training	Turn this ship around book - Trainin	\$20.57
<i>Audible US MH81L25Z3 - Total For Fire-EMS Training</i>			<i>\$20.57</i>
Audible US MH81L25Z3 - ALL DEPARTMENTS			\$20.57

AUTOMATIONDIRECT.COM

AUTOMATIONDIRECT.COM	Hogadon - Operations	Lift switch REFUND	(\$192.00)
<i>AUTOMATIONDIRECT.COM - Total For Hogadon - Operations</i>			<i>(\$192.00)</i>
AUTOMATIONDIRECT.COM - ALL DEPARTMENTS			(\$192.00)

B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	CIA Chiller Replacement 15-58	\$1,568.34
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$1,568.34</i>
B32 ENGINEERING GROU - ALL DEPARTMENTS			\$1,568.34

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Broom	\$33.98
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Misc. Supplies for Baler Bldg	\$101.29
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Broom	\$88.96
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$224.23
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Paper towels, Resin	\$115.53
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Step stool	\$64.99
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Fiber Glass Patch	\$32.57
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Space Heaters for Scalehouse	\$129.98
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Chain to Lock Gates	\$44.70
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Furniture Sliders	\$29.97
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Step ladder	\$64.99
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Replacement ratchet	\$38.33
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			\$521.06
BAILEY'S ACE HARDWAR	Refuse - Residential	Tools for Truck	\$11.96
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Residential</i>			\$11.96
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$757.25

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Baler Processing	SIGNS AND STEEL WOOL	\$47.06
<i>BAILEYS ACE HDWE - Total For Balefill - Baler Processing</i>			\$47.06
BAILEYS ACE HDWE	Parks - Parks Maint.	Fasteners for dogipot station at Buckboard Park	\$4.40
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$4.40
BAILEYS ACE HDWE	Police Administration	HARDWARE STORES	\$12.99
<i>BAILEYS ACE HDWE - Total For Police Administration</i>			\$12.99
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$64.45

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$112.60
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			\$112.60
BARGREEN WYOMING - ALL DEPARTMENTS			\$112.60

BEST BUY

BEST BUY	Golf - Operations	On Sale TV's for 19th Hole Restaurant	\$3,859.90
<i>BEST BUY - Total For Golf - Operations</i>			\$3,859.90
BEST BUY - ALL DEPARTMENTS			\$3,859.90

BEST FRIENDS ANIMAL

BEST FRIENDS ANIMAL	Police Animal Control	VETERINARY SERVICES	\$724.31
<i>BEST FRIENDS ANIMAL - Total For Police Animal Control</i>			\$724.31
BEST FRIENDS ANIMAL - ALL DEPARTMENTS			\$724.31

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Natural Gas	\$4,778.85
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			\$4,778.85
BLACK HILLS ENERGY	Aquatics - Pool	Natural Gas	\$230.44
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			\$230.44
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Natural Gas	\$14.02
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Gas System Operation	\$15.19
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Natural Gas	\$4,740.81
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			\$4,770.02
BLACK HILLS ENERGY	Buildings & Structures Fund	Natural Gas	\$248.54
<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			\$248.54
BLACK HILLS ENERGY	Cemetery	Natural Gas	\$354.76
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$354.76
BLACK HILLS ENERGY	City Center Building	Natural Gas	\$143.68
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$143.68
BLACK HILLS ENERGY	City Hall	Natural Gas	\$1,337.71
<i>BLACK HILLS ENERGY - Total For City Hall</i>			\$1,337.71
BLACK HILLS ENERGY	Fire-EMS Administration	Natural Gas	\$367.85
BLACK HILLS ENERGY	Fire-EMS Administration	Natural Gas	\$2,563.07
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$2,930.92
BLACK HILLS ENERGY	Fleet Maintenance Fund	Natural Gas	\$1,127.67
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$1,127.67
BLACK HILLS ENERGY	Ft. Caspar Museum	Natural Gas	\$481.49
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$481.49
BLACK HILLS ENERGY	Golf - Operations	Natural Gas	\$426.95

<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$426.95</i>
BLACK HILLS ENERGY	Ice Arena - Operations	Natural Gas	\$1,172.31
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			<i>\$1,172.31</i>
BLACK HILLS ENERGY	Marathon Building	Natural Gas	\$800.02
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			<i>\$800.02</i>
BLACK HILLS ENERGY	Metro Animal Fund - Admin	Natural Gas	\$1,187.96
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund - Admin</i>			<i>\$1,187.96</i>
BLACK HILLS ENERGY	Miller St. Dormitory	Natural Gas	\$86.58
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			<i>\$86.58</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Natural Gas	\$175.92
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$175.92</i>
BLACK HILLS ENERGY	Rec Center - Operations	Natural Gas	\$1,081.17
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$1,081.17</i>
BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$6,094.27
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$6,094.27</i>
BLACK HILLS ENERGY	Sewer Fund - Collection	Natural Gas	\$15.25
<i>BLACK HILLS ENERGY - Total For Sewer Fund - Collection</i>			<i>\$15.25</i>
BLACK HILLS ENERGY	Water - Distribution	Natural Gas	\$1,519.10
<i>BLACK HILLS ENERGY - Total For Water - Distribution</i>			<i>\$1,519.10</i>
BLACK HILLS ENERGY	WWTP - Operations	Natural Gas	\$6,923.29
<i>BLACK HILLS ENERGY - Total For WWTP - Operations</i>			<i>\$6,923.29</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$35,886.90

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$1,855.13
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			<i>\$1,855.13</i>
BLAKEMAN PROPANE - ALL DEPARTMENTS			\$1,855.13

BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	WWTP - Operations	Impact wrench	\$214.99
BLOEDORN LUMBER CASP	WWTP - Operations	Toilet parts	\$47.65
<i>BLOEDORN LUMBER CASP - Total For WWTP - Operations</i>			<i>\$262.64</i>
BLOEDORN LUMBER CASP - ALL DEPARTMENTS			\$262.64

BOYS & GIRLS CLUBS O

BOYS & GIRLS CLUBS O	Capital Projects Fund	1% #16 Funding Boys & Girls Club	\$28,745.50
<i>BOYS & GIRLS CLUBS O - Total For Capital Projects Fund</i>			<i>\$28,745.50</i>
BOYS & GIRLS CLUBS O - ALL DEPARTMENTS			\$28,745.50

BRAKE SUPPLY COMPANY

BRAKE SUPPLY COMPANY	Balefill - Baler Processing	South Baler Door Cylinder Repair	\$5,462.15
<i>BRAKE SUPPLY COMPANY - Total For Balefill - Baler Processing</i>			<i>\$5,462.15</i>
BRAKE SUPPLY COMPANY - ALL DEPARTMENTS			\$5,462.15

BRECK MEDIA GROUP WY

BRECK MEDIA GROUP WY	Hogadon - Operations	Radio Advertising	\$504.00
<i>BRECK MEDIA GROUP WY - Total For Hogadon - Operations</i>			<i>\$504.00</i>
BRECK MEDIA GROUP WY - ALL DEPARTMENTS			\$504.00

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ammonia	\$13,273.70
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$13,273.70</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$13,273.70

BUDGET BLINDS

BUDGET BLINDS	Balefill - Diversion & Special	SWF BLINDS FRONT OFFICE	\$235.00
<i>BUDGET BLINDS - Total For Balefill - Diversion & Special</i>			<i>\$235.00</i>
BUDGET BLINDS - ALL DEPARTMENTS			\$235.00

CASELLE, INC.

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

CASPER AMC

CASPER AMC	Police Administration	VETERINARY SERVICES	\$336.00
CASPER AMC	Police Administration	VETERINARY SERVICES	\$620.08
CASPER AMC	Police Administration	VETERINARY SERVICES	\$106.72
<i>CASPER AMC - Total For Police Administration</i>			<i>\$1,062.80</i>
CASPER AMC	Police Animal Control	VETERINARY SERVICES	\$682.42
<i>CASPER AMC - Total For Police Animal Control</i>			<i>\$682.42</i>
CASPER AMC - ALL DEPARTMENTS			\$1,745.22

CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - Operations	January 2020 Operating Assistance	113,403.23
CASPER AREA TRANSPOR	CATC - Operations	January 2020 Preventative Maintenance	\$930.00
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$114,333.23</i>
CASPER AREA TRANSPOR - ALL DEPARTMENTS			\$114,333.23

CASPER CONTRACTORS S

CASPER CONTRACTORS S	Balefill - Baler Processing	Baler Snow Shovels	\$325.54
CASPER CONTRACTORS S	Balefill - Baler Processing	BALER OP SUPPLIES	\$1,528.27
<i>CASPER CONTRACTORS S - Total For Balefill - Baler Processing</i>			<i>\$1,853.81</i>
CASPER CONTRACTORS S - ALL DEPARTMENTS			\$1,853.81

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Capital Projects Fund	2020 Lighting Replacements	\$19,800.00
<i>CASPER ELECTRIC, INC - Total For Capital Projects Fund</i>			<i>\$19,800.00</i>
CASPER ELECTRIC, INC - ALL DEPARTMENTS			\$19,800.00

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Golf - Operations	Semi-Annual Test and Certification for 19th hole	\$180.75
<i>CASPER FIRE EXTINGUI - Total For Golf - Operations</i>			<i>\$180.75</i>
CASPER FIRE EXTINGUI	Ice Arena - Operations	FIRE EXTINGUISHER MAINTENANCE	\$120.25
<i>CASPER FIRE EXTINGUI - Total For Ice Arena - Operations</i>			<i>\$120.25</i>
CASPER FIRE EXTINGUI	Metro Animal Fund - Admin	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED (\$92.25

CASPER FIRE EXTINGUI - Total For Metro Animal Fund - Admin \$92.25

CASPER FIRE EXTINGUI - ALL DEPARTMENTS \$393.25

CASPER NATRONA COUNT

CASPER NATRONA COUNT Capital Projects Fund 1% #16 Funding \$10,645.72

CASPER NATRONA COUNT - Total For Capital Projects Fund \$10,645.72

CASPER NATRONA COUNT - ALL DEPARTMENTS \$10,645.72

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE Golf - Operations Standard advertisement for pro \$131.44

CASPER STAR TRIBUNE Golf - Operations Standard Advertisement for pro \$152.08

CASPER STAR TRIBUNE - Total For Golf - Operations \$283.52

CASPER STAR TRIBUNE Hogadon - Operations Newspaper Ads- Hogadon \$310.96

CASPER STAR TRIBUNE - Total For Hogadon - Operations \$310.96

CASPER STAR TRIBUNE - ALL DEPARTMENTS \$594.48

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE, Capital Projects Fund 21st & Shattock- Sanitary Sewer \$495.36

CASPER STAR-TRIBUNE, Capital Projects Fund K Street- Phase 2A Ad for Bids \$517.48

CASPER STAR-TRIBUNE, Capital Projects Fund CEC Walk In Cooler Repl. 19-072 \$501.68

CASPER STAR-TRIBUNE, - Total For Capital Projects Fund \$1,514.52

CASPER STAR-TRIBUNE, City Clerk Council Minutes \$1,954.60

CASPER STAR-TRIBUNE, City Clerk Council Minutes \$847.20

CASPER STAR-TRIBUNE, - Total For City Clerk \$2,801.80

CASPER STAR-TRIBUNE, City Council Notice for Local Non-Profit \$99.50

CASPER STAR-TRIBUNE, - Total For City Council \$99.50

CASPER STAR-TRIBUNE, Finance Notice of Hearing \$51.80

CASPER STAR-TRIBUNE, - Total For Finance \$51.80

CASPER STAR-TRIBUNE, Metropolitan Planning Org Aerial Flight Legal Ad \$87.36

CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org \$87.36

CASPER STAR-TRIBUNE, Planning - Admin Notice Casper City Council \$82.04

CASPER STAR-TRIBUNE, - Total For Planning - Admin \$82.04

CASPER STAR-TRIBUNE, Water - Tanks CY Booster Station Ad for Bids \$720.24

CASPER STAR-TRIBUNE, - Total For Water - Tanks \$720.24

CASPER STAR-TRIBUNE, - ALL DEPARTMENTS \$5,357.26

CASPER TIRE

CASPER TIRE	Refuse - Commercial	222287 Semi Flat	\$35.00
CASPER TIRE	Refuse - Commercial	222275 2014 Side load	\$150.00
CASPER TIRE	Refuse - Commercial	222287 Semi flat	\$47.00
CASPER TIRE	Refuse - Commercial	2222285 Semi Flat	\$45.00
CASPER TIRE	Refuse - Commercial	222262 Semi Flat	\$45.00
CASPER TIRE	Refuse - Commercial	Unit 222288	\$150.00
CASPER TIRE	Refuse - Commercial	Tire repair	\$120.00

CASPER TIRE - Total For Refuse - Commercial \$592.00

CASPER TIRE - ALL DEPARTMENTS \$592.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Hot water heater installation parts for Fire Stati	\$8.26
CASPER WINNELSON CO	Buildings & Structures Fund	Replacement hot water tank for Fire Station 2	\$618.38

CASPER WINNELSON CO - Total For Buildings & Structures Fund \$626.64

CASPER WINNELSON CO	WWTP - Operations	Toilet	\$223.41
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CASPER WINNELSON CO - Total For WWTP - Operations \$223.41

CASPER WINNELSON CO - ALL DEPARTMENTS \$850.05

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Administration	AUTOMOBILE PARKING LOTS AND GARAGES	\$20.00
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CASPER/NATRONA COUNT - Total For Police Administration \$20.00

CASPER/NATRONA COUNT - ALL DEPARTMENTS \$20.00

CB RC 4808

CB RC 4808	Police Administration	BUDGET RENT-A-CAR	(\$27.75)
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CB RC 4808 - Total For Police Administration (\$27.75)

CB RC 4808 - ALL DEPARTMENTS (\$27.75)

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water	January 2020 System Investment Charges	\$9,345.00
<i>CENTRAL WY. REGIONAL - Total For Water</i>			<i>\$9,345.00</i>
CENTRAL WY. REGIONAL	Water - Admin	Jan. 2020 Wholesale Water	275,454.89
<i>CENTRAL WY. REGIONAL - Total For Water - Admin</i>			<i>\$275,454.89</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$284,799.89

CENTRAL WY. SENIOR S

CENTRAL WY. SENIOR S	Capital Projects Fund	1% 15 Senior Center Funding- Phase IB	\$76,337.23
CENTRAL WY. SENIOR S	Capital Projects Fund	1% 15 Senior Center Funding	\$48,284.19
<i>CENTRAL WY. SENIOR S - Total For Capital Projects Fund</i>			<i>\$124,621.42</i>
CENTRAL WY. SENIOR S - ALL DEPARTMENTS			\$124,621.42

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Voip	\$24.25
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$24.25</i>
CENTURYLINK	Balefill - Disposal & Landfill	Gas System Analogue Line	\$66.47
CENTURYLINK	Balefill - Disposal & Landfill	Voip	\$78.00
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$144.47</i>
CENTURYLINK	Buildings & Structures Fund	Voip	\$14.67
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$14.67</i>
CENTURYLINK	Cemetery	Voip	\$14.67
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$14.67</i>
CENTURYLINK	City Attorney	Voip	\$53.60
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$53.60</i>
CENTURYLINK	City Council	Voip	\$14.67
<i>CENTURYLINK - Total For City Council</i>			<i>\$14.67</i>
CENTURYLINK	City Hall	Phone Use	\$35.07
CENTURYLINK	City Hall	Voip	\$9.73
<i>CENTURYLINK - Total For City Hall</i>			<i>\$44.80</i>
CENTURYLINK	City Manager	Voip	\$34.14
<i>CENTURYLINK - Total For City Manager</i>			<i>\$34.14</i>
CENTURYLINK	Code Enforcement	Phone Use	\$65.08

CENTURYLINK	Code Enforcement	Voip	\$68.27
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$133.35</i>
CENTURYLINK	Customer Service	Voip	\$34.14
CENTURYLINK	Customer Service	Phone Use	\$39.84
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$73.98</i>
CENTURYLINK	Engineering	Voip	\$68.27
<i>CENTURYLINK - Total For Engineering</i>			<i>\$68.27</i>
CENTURYLINK	Finance	Voip	\$78.00
<i>CENTURYLINK - Total For Finance</i>			<i>\$78.00</i>
CENTURYLINK	Fire-EMS Administration	Phone Use	\$1,206.61
CENTURYLINK	Fire-EMS Administration	Voip	\$97.46
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,304.07</i>
CENTURYLINK	Fleet Maintenance Fund	Phone Use	\$141.16
CENTURYLINK	Fleet Maintenance Fund	Voip	\$63.33
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$204.49</i>
CENTURYLINK	Ft. Caspar Museum	Voip	\$14.67
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$14.67</i>
CENTURYLINK	Golf - Operations	Voip	\$14.67
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$14.67</i>
CENTURYLINK	Hogadon - Operations	Voip	\$48.65
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$48.65</i>
CENTURYLINK	Human Resources	Voip	\$24.40
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$24.40</i>
CENTURYLINK	Ice Arena - Operations	Voip	\$19.46
CENTURYLINK	Ice Arena - Operations	Phone Use	\$39.05
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$58.51</i>
CENTURYLINK	Information Services	Voip	\$78.00
<i>CENTURYLINK - Total For Information Services</i>			<i>\$78.00</i>
CENTURYLINK	Meter Services	Voip	\$29.04
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$29.04</i>
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$154.58
CENTURYLINK	Metro Animal Fund - Admin	Voip	\$14.67
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$39.07
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			<i>\$208.32</i>
CENTURYLINK	Municipal Court	Voip	\$53.60
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$53.60</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	\$122.03
CENTURYLINK	Parks - Parks Maint.	Voip	\$53.60
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$46.95
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$222.58</i>
CENTURYLINK	Planning - Admin	Voip	\$48.65
<i>CENTURYLINK - Total For Planning - Admin</i>			<i>\$48.65</i>
CENTURYLINK	Police Administration	Phone Use	\$359.24
CENTURYLINK	Police Administration	Voip	\$301.97
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$661.21</i>
CENTURYLINK	Public Safety Communication	Voip	\$9.73
CENTURYLINK	Public Safety Communication	Phone Use	\$300.80
CENTURYLINK	Public Safety Communication	Phone Use	\$180.02
CENTURYLINK	Public Safety Communication	Phone Use	\$10,954.87
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,445.42</i>
CENTURYLINK	Rec Center - Operations	Phone Use	\$278.09
CENTURYLINK	Rec Center - Operations	Voip	\$38.92
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$317.01</i>
CENTURYLINK	Regional Water Operations	Voip	\$19.46
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$19.46</i>
CENTURYLINK	Risk Management	Voip	\$14.70
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$14.70</i>
CENTURYLINK	Sewer Fund - Collection	Phone Use	\$131.43
CENTURYLINK	Sewer Fund - Collection	Voip	\$9.73
CENTURYLINK	Sewer Fund - Collection	Phone Use	\$65.37
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$206.53</i>
CENTURYLINK	Streets	Voip	\$34.14
CENTURYLINK	Streets	Phone Use	\$161.12
<i>CENTURYLINK - Total For Streets</i>			<i>\$195.26</i>
CENTURYLINK	Water - Admin	Phone Use	\$195.24
CENTURYLINK	Water - Admin	Voip	\$19.46
<i>CENTURYLINK - Total For Water - Admin</i>			<i>\$214.70</i>
CENTURYLINK	Water - Distribution	Voip	\$14.67
CENTURYLINK	Water - Distribution	Phone Use	\$39.05
<i>CENTURYLINK - Total For Water - Distribution</i>			<i>\$53.72</i>

CENTURYLINK	Water - Tanks	Phone Use	\$52.73
<i>CENTURYLINK - Total For Water - Tanks</i>			<i>\$52.73</i>
CENTURYLINK	WWTP - Operations	Phone Use	\$155.24
CENTURYLINK	WWTP - Operations	Voip	\$29.19
<i>CENTURYLINK - Total For WWTP - Operations</i>			<i>\$184.43</i>
CENTURYLINK	WWTP - Regional Interceptor	Phone Use	\$1,779.65
<i>CENTURYLINK - Total For WWTP - Regional Interceptors</i>			<i>\$1,779.65</i>
CENTURYLINK - ALL DEPARTMENTS			\$18,279.44

CH2MHILL, INC.

CH2MHILL, INC.	Sewer Fund - Collection	Strategic Plan Development	\$170.49
<i>CH2MHILL, INC. - Total For Sewer Fund - Collection</i>			<i>\$170.49</i>
CH2MHILL, INC.	Water - Tanks	Strategic Plan Development	\$585.97
<i>CH2MHILL, INC. - Total For Water - Tanks</i>			<i>\$585.97</i>
CH2MHILL, INC.	WWTP - Operations	Strategic Plan Development	\$340.99
CH2MHILL, INC.	WWTP - Operations	WWTP Secondary Treatment Rehab. 19-007	\$11,448.80
<i>CH2MHILL, INC. - Total For WWTP - Operations</i>			<i>\$11,789.79</i>
CH2MHILL, INC. - ALL DEPARTMENTS			\$12,546.25

CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Monthly Street Sweeping	\$2,266.00
CITY OF CASPER	Balefill - Disposal & Landfill	Yearly Alarm License Fee	\$10.00
<i>CITY OF CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$2,276.00</i>
CITY OF CASPER	CATC - Operations	January 2020 Fuel	\$14,066.66
CITY OF CASPER	CATC - Operations	January 2020 Workorder Charges	\$6,819.43
<i>CITY OF CASPER - Total For CATC - Operations</i>			<i>\$20,886.09</i>
CITY OF CASPER	Metropolitan Planning Org	Feb. 2020 Monthly GIS Services	\$6,211.87
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,211.87</i>
CITY OF CASPER	Police State Grants	Legal/Medical	\$326.75
<i>CITY OF CASPER - Total For Police State Grants</i>			<i>\$326.75</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$3,605.19
CITY OF CASPER	Refuse - Residential	Balefill	\$5,693.31
CITY OF CASPER	Refuse - Residential	Balefill	\$5,729.85
CITY OF CASPER	Refuse - Residential	Balefill	\$5,191.80

CITY OF CASPER	Refuse - Residential	Balefill	\$6,125.10
CITY OF CASPER	Refuse - Residential	Balefill	\$396.78
CITY OF CASPER	Refuse - Residential	Balefill	\$4,758.30
CITY OF CASPER	Refuse - Residential	Balefill	\$4,627.38
CITY OF CASPER	Refuse - Residential	Balefill	\$5,304.51
CITY OF CASPER	Refuse - Residential	Balefill	\$5,663.04
CITY OF CASPER	Refuse - Residential	Balefill	\$4,857.90
CITY OF CASPER	Refuse - Residential	Balefill	\$4,255.59
CITY OF CASPER	Refuse - Residential	Balefill	\$4,467.75
CITY OF CASPER	Refuse - Residential	Balefill	\$5,059.20
CITY OF CASPER	Refuse - Residential	Balefill	\$5,060.37
CITY OF CASPER	Refuse - Residential	Balefill	\$5,411.61
CITY OF CASPER	Refuse - Residential	Balefill Jan. 2020	\$45,375.00
CITY OF CASPER	Refuse - Residential	Balefill	\$5,141.97
CITY OF CASPER	Refuse - Residential	Balefill	\$4,959.54
CITY OF CASPER	Refuse - Residential	Balefill	\$5,030.64
CITY OF CASPER	Refuse - Residential	Balefill	\$6,664.68
CITY OF CASPER	Refuse - Residential	Balefill	\$366.69

CITY OF CASPER - Total For Refuse - Residential \$143,746.20

CITY OF CASPER	Regional Water Operations	Acct. 1910101 Utilities	\$24.33
CITY OF CASPER	Regional Water Operations	Acct. 1910101 Utilities	\$124.50

CITY OF CASPER - Total For Regional Water Operations \$148.83

CITY OF CASPER	WWTP - Operations	Balefill	\$88.23
CITY OF CASPER	WWTP - Operations	Balefill	\$58.14
CITY OF CASPER	WWTP - Operations	Balefill	\$42.33
CITY OF CASPER	WWTP - Operations	Balefill	\$107.61
CITY OF CASPER	WWTP - Operations	Balefill	\$83.13
CITY OF CASPER	WWTP - Operations	Balefill	\$125.97
CITY OF CASPER	WWTP - Operations	Balefill	\$131.58
CITY OF CASPER	WWTP - Operations	Balefill	\$78.03

CITY OF CASPER - Total For WWTP - Operations \$715.02

CITY OF CASPER - ALL DEPARTMENTS **\$174,310.76**

CK MECHANICAL PLUMBI

CK MECHANICAL PLUMBI	Regional Water Operations	Repair sewer piping	\$1,767.00
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CK MECHANICAL PLUMBI	Regional Water Operations	Repair 2nd floor bathroom toilet	\$946.00
<i>CK MECHANICAL PLUMBI - Total For Regional Water Operations</i>			<i>\$2,713.00</i>
CK MECHANICAL PLUMBI - ALL DEPARTMENTS			\$2,713.00

CKO WWW.ISTOCKPHOTO.

CKO WWW.ISTOCKPHOTO.	Hogadon - Operations	COMMERCIAL PHOTOGRAPHY, ART, AND GRAP	\$12.00
<i>CKO WWW.ISTOCKPHOTO. - Total For Hogadon - Operations</i>			<i>\$12.00</i>
CKO WWW.ISTOCKPHOTO. - ALL DEPARTMENTS			\$12.00

CMI TECO, INC.

CMI TECO, INC.	Capital Projects Fund	Tandem Axle Plow	161,759.00
<i>CMI TECO, INC. - Total For Capital Projects Fund</i>			<i>\$161,759.00</i>
CMI TECO, INC.	Refuse - Commercial	Unit 222272 Repairs	\$98.00
CMI TECO, INC.	Refuse - Commercial	Unit 222288 Repairs	\$626.31
CMI TECO, INC.	Refuse - Commercial	222287 Repairs	\$2,365.63
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$3,089.94</i>
CMI TECO, INC.	Refuse - Residential	070751 Water Pump Sweeper	\$3,466.72
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$3,466.72</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$168,315.66

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Credit for 0120649-2	(\$78.73)
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>(\$78.73)</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			(\$78.73)

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Metro Animal Fund - Admin	MISC FOOD STORES-SPECIALITY,CONVENIENCE,	\$61.00
<i>COCA COLA BOTTLING C - Total For Metro Animal Fund - Admin</i>			<i>\$61.00</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$61.00

COLLECTION CENTER IN

COLLECTION CENTER IN	Balefill - Disposal & Landfill	Collection Fees	\$166.50
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<i>COLLECTION CENTER IN - Total For Balefill - Disposal & Landfill</i>			\$166.50
COLLECTION CENTER IN	Code Enforcement	Balance Due	\$178.03
COLLECTION CENTER IN	Code Enforcement	Collection Fees	\$3,203.65
COLLECTION CENTER IN	Code Enforcement	Collection Fees	\$95.52
COLLECTION CENTER IN	Code Enforcement	Collection Fees	\$165.35
<i>COLLECTION CENTER IN - Total For Code Enforcement</i>			\$3,642.55
COLLECTION CENTER IN	Rec Center - Operations	Collection Fees	\$61.67
<i>COLLECTION CENTER IN - Total For Rec Center - Operations</i>			\$61.67
COLLECTION CENTER IN	Refuse - Residential	Collection Fees	\$125.67
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			\$125.67
COLLECTION CENTER IN	Sewer Fund - Admin	Collection Fees	\$95.50
<i>COLLECTION CENTER IN - Total For Sewer Fund - Admin</i>			\$95.50
COLLECTION CENTER IN	Water - Admin	Collection Fees	\$281.49
COLLECTION CENTER IN	Water - Admin	Collection Fee	\$19.59
<i>COLLECTION CENTER IN - Total For Water - Admin</i>			\$301.08
COLLECTION CENTER IN - ALL DEPARTMENTS			\$4,392.97

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Disposal & Landfill	Moved Tone remote Radio	\$104.03
<i>COMMUNICATION TECHNO - Total For Balefill - Disposal & Landfill</i>			\$104.03
COMMUNICATION TECHNO	Capital Projects Fund	Brush Truck Radios	\$13,979.64
COMMUNICATION TECHNO	Capital Projects Fund	Mac Gtac misc. parts	\$5,143.25
COMMUNICATION TECHNO	Capital Projects Fund	Install Getac Video	\$721.00
COMMUNICATION TECHNO	Capital Projects Fund	Install Getac Video	\$721.00
COMMUNICATION TECHNO	Capital Projects Fund	Install Getac Video	\$721.00
COMMUNICATION TECHNO	Capital Projects Fund	Install Getac Video	\$721.00
COMMUNICATION TECHNO	Capital Projects Fund	Gen 2 Remote, accessories	\$407.70
COMMUNICATION TECHNO	Capital Projects Fund	GTac	\$3,727.25
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			\$26,141.84
COMMUNICATION TECHNO	Police Administration	Upgrade firmware	\$1,625.00
COMMUNICATION TECHNO	Police Administration	Sent radio for repair	\$698.25
COMMUNICATION TECHNO	Police Administration	Upgraded firmware	\$1,625.00
COMMUNICATION TECHNO	Police Administration	liberator wireless	\$1,507.43
COMMUNICATION TECHNO	Police Administration	Upgraded Firmware	\$1,625.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			\$7,080.68

COMMUNICATION TECHNO	Public Safety Communication Temp. Sensor		\$562.00
<i>COMMUNICATION TECHNO - Total For Public Safety Communications</i>			<i>\$562.00</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$33,888.55

COMTRONIX, INC.

COMTRONIX, INC.	Balefill - Baler Processing	Alarm Service	\$132.00
<i>COMTRONIX, INC. - Total For Balefill - Baler Processing</i>			<i>\$132.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$132.00

CONVERGEONE

CONVERGEONE	Municipal Court	Technology Items (computers, software, and ne	\$1,472.00
<i>CONVERGEONE - Total For Municipal Court</i>			<i>\$1,472.00</i>
CONVERGEONE - ALL DEPARTMENTS			\$1,472.00

CPS DISTRIBUTORS

CPS DISTRIBUTORS	RWS - Booster Stations	Air valve NPT for Regional ARVs	\$1,006.67
<i>CPS DISTRIBUTORS - Total For RWS - Booster Stations</i>			<i>\$1,006.67</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$1,006.67

CPU IIT

CPU IIT	Balefill - Disposal & Landfill	LDF WIRELESS KEYBOARD	\$49.95
<i>CPU IIT - Total For Balefill - Disposal & Landfill</i>			<i>\$49.95</i>
CPU IIT	Fire-EMS Administration	Cyber Power Backup	\$88.40
<i>CPU IIT - Total For Fire-EMS Administration</i>			<i>\$88.40</i>
CPU IIT	Information Services	Replacement MFP Copier	\$4,590.00
<i>CPU IIT - Total For Information Services</i>			<i>\$4,590.00</i>
CPU IIT	Metro Animal Fund - Admin	ELECTRONIC SALES (HP SCANNER)	\$329.99
<i>CPU IIT - Total For Metro Animal Fund - Admin</i>			<i>\$329.99</i>
CPU IIT - ALL DEPARTMENTS			\$5,058.34

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	March 2020	\$109.87
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CRIME SCENE INFORMAT - Total For Police Administration \$109.87

CRIME SCENE INFORMAT - ALL DEPARTMENTS \$109.87

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY Buildings & Structures Fund Lighting replacement part for Service Center \$240.40

CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund \$240.40

CRUM ELECTRIC SUPPLY Water - Tanks Main breaker repair parts at North Park Booster \$1,185.94

CRUM ELECTRIC SUPPLY - Total For Water - Tanks \$1,185.94

CRUM ELECTRIC SUPPLY WWTP - Operations Lamps \$164.13

CRUM ELECTRIC SUPPLY WWTP - Operations Softstart \$1,100.00

CRUM ELECTRIC SUPPLY - Total For WWTP - Operations \$1,264.13

CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS \$2,690.47

DANA KEPNER CO.

DANA KEPNER CO. Water - Distribution #67 coupling sleeves less outstanding credit \$436.59

DANA KEPNER CO. - Total For Water - Distribution \$436.59

DANA KEPNER CO. - ALL DEPARTMENTS \$436.59

DAVE LODEN CONSTRUCT

DAVE LODEN CONSTRUCT Balefill - Disposal & Landfill Roof Leak Repairs \$370.00

DAVE LODEN CONSTRUCT - Total For Balefill - Disposal & Landfill \$370.00

DAVE LODEN CONSTRUCT - ALL DEPARTMENTS \$370.00

DELTA 0067483664

DELTA 0067483664 Fire-EMS Training Travel to Phoenix in January \$298.60

DELTA 0067483664 - Total For Fire-EMS Training \$298.60

DELTA 0067483664 - ALL DEPARTMENTS \$298.60

DELTA 0068230501

DELTA 0068230501 Police Administration DELTA \$30.00

DELTA 0068230501 - Total For Police Administration \$30.00

DELTA 0068230501 - ALL DEPARTMENTS \$30.00

DELTA 0068292666

DELTA 0068292666 Police Administration DELTA \$30.00

DELTA 0068292666 - Total For Police Administration \$30.00

DELTA 0068292666 - ALL DEPARTMENTS \$30.00

DENNIS SUPPLY CO.

DENNIS SUPPLY CO. Capital Projects Fund Replacement compressor for Nicolaysen Art Mu \$715.07

DENNIS SUPPLY CO. - Total For Capital Projects Fund \$715.07

DENNIS SUPPLY CO. - ALL DEPARTMENTS \$715.07

DESERT MTN. CORP.

DESERT MTN. CORP. Streets Ice Slicer \$4,184.37

DESERT MTN. CORP. Streets Ice Slicer \$4,204.61

DESERT MTN. CORP. Streets Ice Slicer \$4,205.70

DESERT MTN. CORP. - Total For Streets \$12,594.68

DESERT MTN. CORP. - ALL DEPARTMENTS \$12,594.68

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS Balefill - Disposal & Landfill Supplies for a Shelter at Solid Waste \$12.32

DIAMOND VOGEL PAINTS - Total For Balefill - Disposal & Landfill \$12.32

DIAMOND VOGEL PAINTS - ALL DEPARTMENTS \$12.32

DOOLEY ENTERPRISES I

DOOLEY ENTERPRISES I Police Administration 9 MM 124 gr. Full Metal \$5,070.00

DOOLEY ENTERPRISES I - Total For Police Administration \$5,070.00

DOOLEY ENTERPRISES I - ALL DEPARTMENTS \$5,070.00

DOOLEY OIL, INC.

DOOLEY OIL, INC. Fleet Maintenance Fund 01/F1 Stock \$16,226.37

<i>DOOLEY OIL, INC. - Total For Fleet Maintenance Fund</i>				<i>\$16,226.37</i>
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DOOLEY OIL, INC. - ALL DEPARTMENTS				\$16,226.37
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DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	NaHypo		\$7,086.24
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<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>				<i>\$7,086.24</i>
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DPC INDUSTRIES, INC. - ALL DEPARTMENTS				\$7,086.24
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DRURY INN CHAMPAIGN

DRURY INN CHAMPAIGN	Police Administration	DRURY INN		\$214.68
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<i>DRURY INN CHAMPAIGN - Total For Police Administration</i>				<i>\$214.68</i>
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DRURY INN CHAMPAIGN - ALL DEPARTMENTS				\$214.68
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ECMS

ECMS	Fire-EMS Operations	Uniforms		\$856.65
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<i>ECMS - Total For Fire-EMS Operations</i>				<i>\$856.65</i>
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ECMS - ALL DEPARTMENTS				\$856.65
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ELEARNING AMERICAN H

ELEARNING AMERICAN H	Fire-EMS Training	ELearning - Advanced Cardiovascular Life Suppo		\$34.00
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ELEARNING AMERICAN H	Fire-EMS Training	ELearning - ACLS Instructor Manual		\$50.00
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<i>ELEARNING AMERICAN H - Total For Fire-EMS Training</i>				<i>\$84.00</i>
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ELEARNING AMERICAN H - ALL DEPARTMENTS				\$84.00
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EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI	Fire-EMS Administration	Jan. 20 Medical Director		\$899.40
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<i>EMERGENCY MEDICAL DI - Total For Fire-EMS Administration</i>				<i>\$899.40</i>
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EMERGENCY MEDICAL DI - ALL DEPARTMENTS				\$899.40
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EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Work Boot Reimbursement		\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal & Landfill</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Reimbursement	\$158.94
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$158.94</i>
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$791.49
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$1,386.80
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$2,178.29</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	Safety Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Streets	Work Boot Reimbursement	\$136.49
<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$136.49</i>
EMPLOYEE REIMBURSEME	Water - Distribution	Steel Toe Boot Reimbursement	\$88.05
<i>EMPLOYEE REIMBURSEME - Total For Water - Distribution</i>			<i>\$88.05</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$2,861.77

ENDEAVOR BUSINESS M

ENDEAVOR BUSINESS M	Fire-EMS Training	Conference Registration - Aggressive Fire Contr	\$629.00
<i>ENDEAVOR BUSINESS M - Total For Fire-EMS Training</i>			<i>\$629.00</i>
ENDEAVOR BUSINESS M - ALL DEPARTMENTS			\$629.00

ENERGY LABORATORIES

ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test Well mix	\$57.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$519.00</i>
ENERGY LABORATORIES	Water - Tanks	TESTING	\$374.00
ENERGY LABORATORIES	Water - Tanks	TESTING	\$22.00
<i>ENERGY LABORATORIES - Total For Water - Tanks</i>			<i>\$396.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$915.00

ENGHOUSE INTERACTIVE

ENGHOUSE INTERACTIVE	Police Administration	QMS Core System	\$2,500.00
<i>ENGHOUSE INTERACTIVE - Total For Police Administration</i>			<i>\$2,500.00</i>

ENGHOUSE INTERACTIVE - ALL DEPARTMENTS**\$2,500.00****ENGINEERING DESIGN A**

ENGINEERING DESIGN A	Capital Projects Fund	Metro Kennel HVAC 19-027	\$125.00
ENGINEERING DESIGN A	Capital Projects Fund	HVAC Design/CA at Aquatics Rec 19-049	\$10,807.50
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$10,932.50</i>

ENGINEERING DESIGN A - ALL DEPARTMENTS**\$10,932.50****ENTENMANN-ROVIN COMP**

ENTENMANN-ROVIN COMP	Fire-EMS Operations	Badges	\$401.00
<i>ENTENMANN-ROVIN COMP - Total For Fire-EMS Operations</i>			<i>\$401.00</i>

ENTENMANN-ROVIN COMP - ALL DEPARTMENTS**\$401.00****EVENTBEE.COM**

EVENTBEE.COM	Parks - Parks Maint.	CPSI Course Enrollment for Jim Gerhart Scott Zi	\$1,425.00
<i>EVENTBEE.COM - Total For Parks - Parks Maint.</i>			<i>\$1,425.00</i>

EVENTBEE.COM - ALL DEPARTMENTS**\$1,425.00****EVOQUA WATER TECHNOL**

EVOQUA WATER TECHNOL	WWTP - Operations	Bearings for DAFT	\$3,246.08
<i>EVOQUA WATER TECHNOL - Total For WWTP - Operations</i>			<i>\$3,246.08</i>

EVOQUA WATER TECHNOL - ALL DEPARTMENTS**\$3,246.08****EXXONMOBIL**

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$22.10
EXXONMOBIL	Fire-EMS Operations	Good 2 Go	\$44.56
EXXONMOBIL	Fire-EMS Operations	Good 2 go - Fuel	\$32.40
EXXONMOBIL	Fire-EMS Operations	Good 2 go - Fuel	\$11.77
EXXONMOBIL	Fire-EMS Operations	Good 2 Go	\$53.56
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$164.39</i>

EXXONMOBIL - ALL DEPARTMENTS**\$164.39**

FACEBK DYFD2RWJH2

FACEBK DYFD2RWJH2	Refuse - Residential	FACEBOOK ADVERTISING	\$16.57
<i>FACEBK DYFD2RWJH2 - Total For Refuse - Residential</i>			<i>\$16.57</i>
FACEBK DYFD2RWJH2	WWTP - Operations	FACEBOOK ADVERTISING	\$3.40
<i>FACEBK DYFD2RWJH2 - Total For WWTP - Operations</i>			<i>\$3.40</i>
FACEBK DYFD2RWJH2 - ALL DEPARTMENTS			\$19.97

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	WWTP - Operations	Fittings	\$39.81
<i>FERGUSON ENTERPRISES - Total For WWTP - Operations</i>			<i>\$39.81</i>
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$39.81

FIREROCK STEAKHOUSE

FIREROCK STEAKHOUSE	Fire-EMS Training	Gift Card for EMS Instructor	\$75.00
<i>FIREROCK STEAKHOUSE - Total For Fire-EMS Training</i>			<i>\$75.00</i>
FIREROCK STEAKHOUSE - ALL DEPARTMENTS			\$75.00

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Cemetery	January 2020 Fee	\$24.00
<i>FIRST DATA MERCHANT - Total For Cemetery</i>			<i>\$24.00</i>
FIRST DATA MERCHANT	Customer Service	January 2020 Fee	\$33.05
<i>FIRST DATA MERCHANT - Total For Customer Service</i>			<i>\$33.05</i>
FIRST DATA MERCHANT	Hogadon - Admin	December 2019 Credit Card Fees	\$1,286.95
<i>FIRST DATA MERCHANT - Total For Hogadon - Admin</i>			<i>\$1,286.95</i>
FIRST DATA MERCHANT	Police Administration	January 2020	\$82.20
<i>FIRST DATA MERCHANT - Total For Police Administration</i>			<i>\$82.20</i>
FIRST DATA MERCHANT - ALL DEPARTMENTS			\$1,426.20

FISHER SCIENTIFIC

FISHER SCIENTIFIC	WWTP - Operations	LAB supplies	\$90.22
<i>FISHER SCIENTIFIC - Total For WWTP - Operations</i>			<i>\$90.22</i>

FISHER SCIENTIFIC - ALL DEPARTMENTS**\$90.22****Fiverr**

Fiverr	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$12.00
Fiverr	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$52.50
Fiverr	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$52.50

Fiverr - Total For Police Administration

\$117.00

Fiverr - ALL DEPARTMENTS**\$117.00****FOREMANS QUALITY MAC**

FOREMANS QUALITY MAC	Regional Water Operations	Vehicle Repair plow on F-450	\$1,090.44
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FOREMANS QUALITY MAC - Total For Regional Water Operations

\$1,090.44

FOREMANS QUALITY MAC - ALL DEPARTMENTS**\$1,090.44****FORT CASPAR MUSEUM A**

FORT CASPAR MUSEUM A	General Fund	Items Sold on Consignment Museum Store	\$1,001.74
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FORT CASPAR MUSEUM A - Total For General Fund

\$1,001.74

FORT CASPAR MUSEUM A - ALL DEPARTMENTS**\$1,001.74****GALLS, INC.**

GALLS, INC.	Police Administration	Nike Field Boot	\$153.00
GALLS, INC.	Police Administration	Nike Field Boot	\$153.00
GALLS, INC.	Police Administration	Acadia Goretex Boots	\$285.00
GALLS, INC.	Police Administration	Point Blank MC Guardian	\$317.50
GALLS, INC.	Police Administration	Point Blank Alpha, MC Guardian	\$1,480.75
GALLS, INC.	Police Administration	Point Blank Alpha, Mc Guardian	\$1,480.75
GALLS, INC.	Police Administration	Patrol Pant	\$135.95
GALLS, INC.	Police Administration	Point Blank Alpha, MC Guardian	\$1,480.75
GALLS, INC.	Police Administration	Mens External Trouser	\$111.80

GALLS, INC. - Total For Police Administration

\$5,598.50

GALLS, INC. - ALL DEPARTMENTS**\$5,598.50**

GARAGE DOOR DUDES

GARAGE DOOR DUDES	Fleet Maintenance Fund	Service and Adjust North Main Door	\$285.00
<i>GARAGE DOOR DUDES - Total For Fleet Maintenance Fund</i>			<i>\$285.00</i>
GARAGE DOOR DUDES - ALL DEPARTMENTS			\$285.00

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	CRI Monitoring & Reporting	\$642.05
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill</i>			<i>\$642.05</i>
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			\$642.05

GLOBAL EQUIPMENT COM

GLOBAL EQUIPMENT COM	Balefill - Baler Processing	Safety Bollard Covers MRF	\$1,973.40
<i>GLOBAL EQUIPMENT COM - Total For Balefill - Baler Processing</i>			<i>\$1,973.40</i>
GLOBAL EQUIPMENT COM - ALL DEPARTMENTS			\$1,973.40

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Casper Events Center Fund	March 2020 Net Loss Funding	\$82,909.91
<i>GLOBAL SPECTRUM L.P. - Total For Casper Events Center Fund</i>			<i>\$82,909.91</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$82,909.91

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Balefill EMP and ACM Updates	\$647.04
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	5-Year Air Emission Monitoring	\$2,992.50
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	5-year Closed Balefill	\$1,556.40
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	5-Year Closed Balefill	\$2,334.61
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			<i>\$7,530.55</i>
GOLDER ASSOCIATES	Capital Projects Fund	1st STREET REACH ENVIRONMENTAL	\$1,607.50
<i>GOLDER ASSOCIATES - Total For Capital Projects Fund</i>			<i>\$1,607.50</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$9,138.05

GRAINGER, INC.

GRAINGER, INC.	Balefill - Diversion & Special	SIGNS FOR PROCESSING BLDG	\$40.60
GRAINGER, INC.	Balefill - Diversion & Special	SAFETY GLASSES, VESTS	\$73.00
<i>GRAINGER, INC. - Total For Balefill - Diversion & Special</i>			<i>\$113.60</i>
GRAINGER, INC.	WWTP - Operations	Batteries	\$4.94
GRAINGER, INC.	WWTP - Operations	Hour meter	\$20.84
<i>GRAINGER, INC. - Total For WWTP - Operations</i>			<i>\$25.78</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$139.38

GSG ARCHITECTURE

GSG ARCHITECTURE	Capital Projects Fund	Fire Station No. 5	\$2,992.18
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$2,992.18</i>
GSG ARCHITECTURE - ALL DEPARTMENTS			\$2,992.18

HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Pool Chemicals	\$1,249.15
HAWKINS, INC.	Aquatics - Operations	Chlorine and Acid	\$1,280.75
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$2,529.90</i>
HAWKINS, INC. - ALL DEPARTMENTS			\$2,529.90

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Water - Tanks	Water Rights Studies	\$10,412.73
<i>HDR ENGINEERING, INC - Total For Water - Tanks</i>			<i>\$10,412.73</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$10,412.73

HERTZ RENT-A-CAR

HERTZ RENT-A-CAR	Fire-EMS Training	Car Rental in Phoenix	\$72.46
<i>HERTZ RENT-A-CAR - Total For Fire-EMS Training</i>			<i>\$72.46</i>
HERTZ RENT-A-CAR - ALL DEPARTMENTS			\$72.46

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Human Resources	HID Security Cards	\$1,600.00
<i>HITEK COMMUNICATIONS - Total For Human Resources</i>			<i>\$1,600.00</i>

HITEK COMMUNICATIONS	Information Services	HID Security Cards	\$240.00
<i>HITEK COMMUNICATIONS - Total For Information Services</i>			<i>\$240.00</i>
HITEK COMMUNICATIONS - ALL DEPARTMENTS			\$1,840.00

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	OPS SUPPLIES- SAFETY	\$323.32
HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	FRAMING	\$80.38
HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	SHELF FOR SCALEHOUSE	\$12.49
<i>HOBBY-LOBBY #0233 - Total For Balefill - Disposal & Landfill</i>			<i>\$416.19</i>
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$416.19

HOMAX OIL SALES INC

HOMAX OIL SALES INC	Hogadon - Operations	Fuel nozzle	\$149.00
HOMAX OIL SALES INC	Hogadon - Operations	Farm Pump	\$40.98
HOMAX OIL SALES INC	Hogadon - Operations	Fuel farm pump RETURN	(\$35.99)
<i>HOMAX OIL SALES INC - Total For Hogadon - Operations</i>			<i>\$153.99</i>
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$153.99

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Def for Landfill Equipment	\$632.00
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Bulk Fuel Landfill	\$16,898.02
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$17,530.02</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 02/F2	\$18,787.56
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$18,787.56</i>
HOMAX OIL SALES, INC	Water - Distribution	Fuel	\$3,181.86
<i>HOMAX OIL SALES, INC - Total For Water - Distribution</i>			<i>\$3,181.86</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$39,499.44

HOMEDEPOT.COM

HOMEDEPOT.COM	Fire-EMS Operations	Lawn Mower	\$369.00
<i>HOMEDEPOT.COM - Total For Fire-EMS Operations</i>			<i>\$369.00</i>
HOMEDEPOT.COM	Meter Services	Charge made in error by store - amount refunded	\$399.00
<i>HOMEDEPOT.COM - Total For Meter Services</i>			<i>\$399.00</i>

HOMEDEPOT.COM - ALL DEPARTMENTS **\$768.00**

HON ANALYTICS

HON ANALYTICS Fire-EMS Operations Honeywell - Calibrations of Posi-Check Test Hea \$735.00

HON ANALYTICS - Total For Fire-EMS Operations *\$735.00*

HON ANALYTICS - ALL DEPARTMENTS **\$735.00**

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY Buildings & Structures Fund HVAC repair parts for Ice Arena \$27.74

HOSE & RUBBER SUPPLY - Total For Buildings & Structures Fund *\$27.74*

HOSE & RUBBER SUPPLY - ALL DEPARTMENTS **\$27.74**

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN Refuse - Residential Crane Truck Supply & Replacement \$136.57

HOWARD SUPPLY COMPAN - Total For Refuse - Residential *\$136.57*

HOWARD SUPPLY COMPAN - ALL DEPARTMENTS **\$136.57**

HQ SOUTHERN BBQ LLC

HQ SOUTHERN BBQ LLC Regional Water Operations Operator appreciation lunch \$202.50

HQ SOUTHERN BBQ LLC - Total For Regional Water Operations *\$202.50*

HQ SOUTHERN BBQ LLC - ALL DEPARTMENTS **\$202.50**

I-25 PIT STOP

I-25 PIT STOP Police Administration AUTOMATED FUEL DISPENSERS \$76.06

I-25 PIT STOP - Total For Police Administration *\$76.06*

I-25 PIT STOP - ALL DEPARTMENTS **\$76.06**

ICE SKATING INSTITUT

ICE SKATING INSTITUT Ice Arena - Operations INDUSTRY MEMBERSHIP \$395.00

ICE SKATING INSTITUT - Total For Ice Arena - Operations *\$395.00*

ICE SKATING INSTITUT - ALL DEPARTMENTS **\$395.00**

IEDC ONLINE

IEDC ONLINE Planning - Admin MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE \$455.00

IEDC ONLINE - Total For Planning - Admin \$455.00

IEDC ONLINE - ALL DEPARTMENTS **\$455.00**

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN & Refuse - Residential INDUPINS FOR SIDE LOADERS \$660.00

INDUSTRIAL SCREEN & - Total For Refuse - Residential \$660.00

INDUSTRIAL SCREEN & - ALL DEPARTMENTS **\$660.00**

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY General Fund Books for resale in museum store \$39.59

INGRAM BOOK COMPANY - Total For General Fund \$39.59

INGRAM BOOK COMPANY - ALL DEPARTMENTS **\$39.59**

INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR WWTP - Operations Plasma cutter repair \$242.33

INTERMOUNTAIN MOTOR - Total For WWTP - Operations \$242.33

INTERMOUNTAIN MOTOR - ALL DEPARTMENTS **\$242.33**

INTUIT, INC.

INTUIT, INC. Balefill - Disposal & Landfill TRAINING EDUCATION AND TRAINING SERVICE \$499.00

INTUIT, INC. - Total For Balefill - Disposal & Landfill \$499.00

INTUIT, INC. - ALL DEPARTMENTS **\$499.00**

ISA

ISA Parks - Urban Foetry ISA Membership dues for Conrad Archibeque \$187.00

ISA - Total For Parks - Urban Foetry \$187.00

ISA - ALL DEPARTMENTS**\$187.00****ITRON**

ITRON	Meter Services	Software maintenance for water Mar- May 20	\$2,452.44
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<i>ITRON - Total For Meter Services</i>			<i>\$2,452.44</i>
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ITRON - ALL DEPARTMENTS**\$2,452.44****KEYMETRICSOFTWARE**

KEYMETRICSOFTWARE	Information Services	COMPUTER SOFTWARE STORES - folder sizes sof	\$60.00
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<i>KEYMETRICSOFTWARE - Total For Information Services</i>			<i>\$60.00</i>
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KEYMETRICSOFTWARE - ALL DEPARTMENTS**\$60.00****KINSCO**

KINSCO	Fire-EMS Operations	Uniforms	\$1,592.94
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<i>KINSCO - Total For Fire-EMS Operations</i>			<i>\$1,592.94</i>
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KINSCO - ALL DEPARTMENTS**\$1,592.94****KISTLER TENT AND AWN**

KISTLER TENT AND AWN	Fire-EMS Operations	Repair of Bag	\$40.00
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<i>KISTLER TENT AND AWN - Total For Fire-EMS Operations</i>			<i>\$40.00</i>
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KISTLER TENT AND AWN	Water - Distribution	US flag	\$72.00
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<i>KISTLER TENT AND AWN - Total For Water - Distribution</i>			<i>\$72.00</i>
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KISTLER TENT AND AWN - ALL DEPARTMENTS**\$112.00****KIWANIS CLUB**

KIWANIS CLUB	City Attorney	John Henley Quarterly Member Dues	\$228.00
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<i>KIWANIS CLUB - Total For City Attorney</i>			<i>\$228.00</i>
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KIWANIS CLUB - ALL DEPARTMENTS**\$228.00****KNIFE RIVER/JTL**

KNIFE RIVER/JTL	Capital Projects Fund	2018 Arterials and Collectors 17-093	\$90,267.79
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KNIFE RIVER/JTL - Total For Capital Projects Fund \$90,267.79

KNIFE RIVER/JTL - ALL DEPARTMENTS \$90,267.79

KNIGHT EQUIPMENT CO

KNIGHT EQUIPMENT CO Hogadon - Operations Prospector Chair Lift Annual Wire Rope Inspecti \$2,000.00

KNIGHT EQUIPMENT CO - Total For Hogadon - Operations \$2,000.00

KNIGHT EQUIPMENT CO - ALL DEPARTMENTS \$2,000.00

KUBWATER RESOURCES,

KUBWATER RESOURCES, WWTP - Operations Zetag polymer for dewatering \$5,618.85

KUBWATER RESOURCES, - Total For WWTP - Operations \$5,618.85

KUBWATER RESOURCES, - ALL DEPARTMENTS \$5,618.85

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I Fire-EMS Operations Nozzle \$605.00

L.N. CURTIS & SONS I - Total For Fire-EMS Operations \$605.00

L.N. CURTIS & SONS I - ALL DEPARTMENTS \$605.00

LE MERIDIEN INDIANAP

LE MERIDIEN INDIANAP Sewer Fund - Collection MERIDIEN HOTELS \$210.60

LE MERIDIEN INDIANAP Sewer Fund - Collection MERIDIEN HOTELS \$210.60

LE MERIDIEN INDIANAP - Total For Sewer Fund - Collection \$421.20

LE MERIDIEN INDIANAP - ALL DEPARTMENTS \$421.20

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN Balefill - Disposal & Landfill Deep Clean Solid Waste \$100.00

LISA'S SPIC N SPAN Balefill - Disposal & Landfill Paint ceilings, Cleaning \$375.00

LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill \$475.00

LISA'S SPIC N SPAN - ALL DEPARTMENTS \$475.00

LONE STAR BLOWER INC

LONE STAR BLOWER INC	WWTP - Operations	Filters	\$943.76
<i>LONE STAR BLOWER INC - Total For WWTP - Operations</i>			<i>\$943.76</i>
LONE STAR BLOWER INC - ALL DEPARTMENTS			\$943.76

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Regional Water Operations	Repair in Ozone room	\$672.60
LONG BUILDING TECHNO	Regional Water Operations	HVAC maintenance Jan-March 2020	\$4,237.25
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$4,909.85</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$4,909.85

LUBRICATION ENGINEER

LUBRICATION ENGINEER	WWTP - Operations	Oil	\$197.93
<i>LUBRICATION ENGINEER - Total For WWTP - Operations</i>			<i>\$197.93</i>
LUBRICATION ENGINEER - ALL DEPARTMENTS			\$197.93

MCMURRY READY MIX CO

MCMURRY READY MIX CO	Water - Distribution	Parkway Plaza	\$184.50
<i>MCMURRY READY MIX CO - Total For Water - Distribution</i>			<i>\$184.50</i>
MCMURRY READY MIX CO - ALL DEPARTMENTS			\$184.50

MEDICAL PRIORITY CON

MEDICAL PRIORITY CON	Public Safety Communication	PDS Backup Cardset License Renewal	\$202.00
<i>MEDICAL PRIORITY CON - Total For Public Safety Communications</i>			<i>\$202.00</i>
MEDICAL PRIORITY CON - ALL DEPARTMENTS			\$202.00

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Disposal & Landfill	SPECIAL WASTE SUPPLIES	\$11.97
MENARDS CASPER WY	Balefill - Disposal & Landfill	SMALL TOOLS	\$107.14
<i>MENARDS CASPER WY - Total For Balefill - Disposal & Landfill</i>			<i>\$119.11</i>
MENARDS CASPER WY	Balefill - Diversion & Special	SPECIAL WASTE SUPPLIES	\$84.35
<i>MENARDS CASPER WY - Total For Balefill - Diversion & Special</i>			<i>\$84.35</i>
MENARDS CASPER WY	Police Administration	HOME SUPPLY WAREHOUSE STORES	\$41.92

MENARDS CASPER WY - Total For Police Administration \$41.92

MENARDS CASPER WY - ALL DEPARTMENTS \$245.38

MONNIT

MONNIT Police Administration Tax refund for EOC Temp probe (\$24.89)

MONNIT - Total For Police Administration (\$24.89)

MONNIT - ALL DEPARTMENTS (\$24.89)

MOTION AND FLOW CONT

MOTION AND FLOW CONT Balefill - Baler Processing Hydraulic Hoses \$239.38

MOTION AND FLOW CONT Balefill - Baler Processing Hydraulic Hose/Cyl. replacement \$593.79

MOTION AND FLOW CONT - Total For Balefill - Baler Processing \$833.17

MOTION AND FLOW CONT - ALL DEPARTMENTS \$833.17

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS Public Safety Communication Astro Mtnc March 20 \$1,700.98

MOTOROLA SOLUTIONS - Total For Public Safety Communications \$1,700.98

MOTOROLA SOLUTIONS - ALL DEPARTMENTS \$1,700.98

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH Golf - Operations Business cards for Jason Ostlund and Jason Mart \$98.86

MOUNTAIN STATES LITH - Total For Golf - Operations \$98.86

MOUNTAIN STATES LITH - ALL DEPARTMENTS \$98.86

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH Balefill - Diversion & Special Fiber Optic Junction Box Biosolids bldg \$750.00

MOUNTAIN WEST TELEPH - Total For Balefill - Diversion & Special \$750.00

MOUNTAIN WEST TELEPH Hogadon - Operations Guest Internet \$99.90

MOUNTAIN WEST TELEPH - Total For Hogadon - Operations \$99.90

MOUNTAIN WEST TELEPH Information Services Enterprise Internet Service \$1,000.00

MOUNTAIN WEST TELEPH - Total For Information Services \$1,000.00

MOUNTAIN WEST TELEPH - ALL DEPARTMENTS **\$1,849.90**

MOUNTAIN WEST VALUAT

MOUNTAIN WEST VALUAT	Revolving Land Fund	Appraisal Report Riverfront Land	\$3,000.00
<i>MOUNTAIN WEST VALUAT - Total For Revolving Land Fund</i>			<i>\$3,000.00</i>

MOUNTAIN WEST VALUAT - ALL DEPARTMENTS **\$3,000.00**

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Baler Processing	BUILDING ITEMS FOR MRF	\$919.97
<i>MURDOCH'S RANCH&HOME - Total For Balefill - Baler Processing</i>			<i>\$919.97</i>

MURDOCH'S RANCH&HOM	Balefill - Disposal & Landfill	Snow Blower - HUSQVARNA	\$1,039.99
<i>MURDOCH'S RANCH&HOME - Total For Balefill - Disposal & Landfill</i>			<i>\$1,039.99</i>

MURDOCH'S RANCH&HOM	Fire-EMS Operations	Uniform	\$194.24
<i>MURDOCH'S RANCH&HOME - Total For Fire-EMS Operations</i>			<i>\$194.24</i>

MURDOCH'S RANCH&HOME - ALL DEPARTMENTS **\$2,154.20**

NALCO CHEMICAL CO.

NALCO CHEMICAL CO.	WWTP - Regional Interceptor	Ferrous chloride delivery 1/17/2020	\$16,300.80
NALCO CHEMICAL CO.	WWTP - Regional Interceptor	Ferrous chloride delivery 1/31/2020	\$16,423.20
<i>NALCO CHEMICAL CO. - Total For WWTP - Regional Interceptors</i>			<i>\$32,724.00</i>

NALCO CHEMICAL CO. - ALL DEPARTMENTS **\$32,724.00**

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	January 2020	\$2,359.86
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	January 2020	\$12,041.00
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	January 2020	\$1,371.09
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	January 2020	\$1,288.72
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	January 2020	\$62,292.46

<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$79,353.13</i>
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NAPA AUTO PARTS CORP	Regional Water Operations	Fan Belts for HVAC	\$85.24
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$85.24</i>

NAPA AUTO PARTS CORP	Water - Distribution	hyd.pump fuses	\$19.45
<i>NAPA AUTO PARTS CORP - Total For Water - Distribution</i>			<i>\$19.45</i>

NAPA AUTO PARTS CORP	WWTP - Regional Interceptor Filters		\$9.89
<i>NAPA AUTO PARTS CORP - Total For WWTP - Regional Interceptors</i>			<i>\$9.89</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$79,467.71

NATARE CORPORATION

NATARE CORPORATION	Capital Projects Fund	Installation of Liner PV & MK	\$22,541.40
<i>NATARE CORPORATION - Total For Capital Projects Fund</i>			<i>\$22,541.40</i>
NATARE CORPORATION - ALL DEPARTMENTS			\$22,541.40

NATIONAL EMERGENCY T

NATIONAL EMERGENCY T	Code Enforcement	FAST FOOD RESTAURANTS	\$133.76
<i>NATIONAL EMERGENCY T - Total For Code Enforcement</i>			<i>\$133.76</i>
NATIONAL EMERGENCY T	Planning - Admin	FAST FOOD RESTAURANTS	(\$133.76)
<i>NATIONAL EMERGENCY T - Total For Planning - Admin</i>			<i>(\$133.76)</i>
NATIONAL EMERGENCY T - ALL DEPARTMENTS			\$0.00

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	December 2019 Prisoner Housing	129,546.90
NATRONA COUNTY OFFIC	Police Administration	HOJ December 2019	\$9,514.80
NATRONA COUNTY OFFIC	Police Administration	HOJ January 2020	\$12,748.28
NATRONA COUNTY OFFIC	Police Administration	HOJ November 2019	\$18,129.11
NATRONA COUNTY OFFIC	Police Administration	HOJ August 2019	\$17,044.46
NATRONA COUNTY OFFIC	Police Administration	HOJ September 2019	\$6,202.18
NATRONA COUNTY OFFIC	Police Administration	HOJ October 2019	\$14,556.12
NATRONA COUNTY OFFIC	Police Administration	October 2019 Prisoner Housing	126,972.30
NATRONA COUNTY OFFIC	Police Administration	November 2019 Prisoner Housing	130,002.60
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$464,716.75</i>
NATRONA COUNTY OFFIC	Social Community Services	Jan 2020 Tax Revenues	\$45,000.00
<i>NATRONA COUNTY OFFIC - Total For Social Community Services</i>			<i>\$45,000.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$509,716.75

NELSON/NYGAARD CONSU

NELSON/NYGAARD CONSU	Metropolitan Planning Org	MPO 18-02 Long Range Plan	\$19,088.85
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NELSON/NYGAARD CONSU	Metropolitan Planning Org	MPO 18-02 Long Range Plan	\$19,715.22
NELSON/NYGAARD CONSU	Metropolitan Planning Org	MPO 18-02 Long Range Plan	\$12,894.22
<i>NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org</i>			<i>\$51,698.29</i>
NELSON/NYGAARD CONSU - ALL DEPARTMENTS			\$51,698.29

NOLAND FEED

NOLAND FEED	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$122.54
<i>NOLAND FEED - Total For Police Administration</i>			<i>\$122.54</i>
NOLAND FEED - ALL DEPARTMENTS			\$122.54

NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	Misc. Supplies	\$402.09
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$402.09</i>
NORCO, INC.	Balefill - Disposal & Landfill	MOP HANDLE	\$17.35
NORCO, INC.	Balefill - Disposal & Landfill	DUST MOP FRAME	\$52.32
<i>NORCO, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$69.67</i>
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for Service Center	\$314.28
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$314.28</i>
NORCO, INC.	Hogadon - Operations	Welder repair	\$196.00
<i>NORCO, INC. - Total For Hogadon - Operations</i>			<i>\$196.00</i>
NORCO, INC.	Rec Center - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$349.35
<i>NORCO, INC. - Total For Rec Center - Operations</i>			<i>\$349.35</i>
NORCO, INC.	Refuse - Residential	Misc. Supplies/Cleaners	\$379.37
<i>NORCO, INC. - Total For Refuse - Residential</i>			<i>\$379.37</i>
NORCO, INC.	Regional Water Operations	Tools	\$103.91
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$103.91</i>
NORCO, INC.	Water - Distribution	Cylinder lease renewal	\$1,143.00
<i>NORCO, INC. - Total For Water - Distribution</i>			<i>\$1,143.00</i>
NORCO, INC. - ALL DEPARTMENTS			\$2,957.67

NORTH PARK TRANSPORA

NORTH PARK TRANSPORA	Ft. Caspar Museum	Crts Exhibit	\$116.74
<i>NORTH PARK TRANSPORA - Total For Ft. Caspar Museum</i>			<i>\$116.74</i>

NORTH PARK TRANSPORA - ALL DEPARTMENTS**\$116.74****ONE CALL OF WY.**

ONE CALL OF WY.	Sewer Fund - Collection	Tickets for Jan. 2020	\$180.22
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<i>ONE CALL OF WY. - Total For Sewer Fund - Collection</i>			<i>\$180.22</i>
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ONE CALL OF WY.	Traffic Control	Monthly Street/Traffic Locates Tickets for Jan. 2	\$172.50
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<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$172.50</i>
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ONE CALL OF WY.	Water - Distribution	Tickets for Jan. 2020	\$220.28
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<i>ONE CALL OF WY. - Total For Water - Distribution</i>			<i>\$220.28</i>
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ONE CALL OF WY. - ALL DEPARTMENTS**\$573.00****ORKIN LLC 002**

ORKIN LLC 002	Hogadon - Operations	Pest Control	\$128.97
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<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			<i>\$128.97</i>
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ORKIN LLC 002 - ALL DEPARTMENTS**\$128.97****PACE ANALYTICAL SERV**

PACE ANALYTICAL SERV	WWTP - Operations	Testing	\$30.00
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<i>PACE ANALYTICAL SERV - Total For WWTP - Operations</i>			<i>\$30.00</i>
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PACE ANALYTICAL SERV - ALL DEPARTMENTS**\$30.00****PACIFIC HIDE AND FUR**

PACIFIC HIDE AND FUR	Refuse - Commercial	COMMERCIAL CONTAINER REPAIRS	\$156.53
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<i>PACIFIC HIDE AND FUR - Total For Refuse - Commercial</i>			<i>\$156.53</i>
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PACIFIC HIDE AND FUR - ALL DEPARTMENTS**\$156.53****PAYPAL PLATTERIVER**

PAYPAL PLATTERIVER	City Manager	Platte River Parkway Trust Annual Luncheon CN	\$40.00
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<i>PAYPAL PLATTERIVER - Total For City Manager</i>			<i>\$40.00</i>
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PAYPAL PLATTERIVER - ALL DEPARTMENTS**\$40.00**

PIZZA HUT 035955

PIZZA HUT 035955	Regional Water Operations	JPB Lunch	\$58.00
<i>PIZZA HUT 035955 - Total For Regional Water Operations</i>			<i>\$58.00</i>

PIZZA HUT 035955 - ALL DEPARTMENTS **\$58.00**

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Missed/Declined December Payments	\$1,783.41
POSTAL PROS, INC.	Customer Service	Utility Billing	\$2,598.13
POSTAL PROS, INC.	Customer Service	Utility Billing	\$278.49
POSTAL PROS, INC.	Customer Service	Utility Billing 02/10-02/16/20	\$5,612.07
POSTAL PROS, INC.	Customer Service	March 2020 Newsletter	\$1,785.00
POSTAL PROS, INC.	Customer Service	Utility Billing 02/17-02/23/20	\$2,287.76

POSTAL PROS, INC. - Total For Customer Service *\$14,344.86*

POSTAL PROS, INC.	Water	Missed/Declined December Payments	\$1,222.50
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POSTAL PROS, INC. - Total For Water *\$1,222.50*

POSTAL PROS, INC. - ALL DEPARTMENTS **\$15,567.36**

PP WYOMINGWATE

PP WYOMINGWATE	WWTP - Operations	WWQ/PCA Memberships	\$300.00
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PP WYOMINGWATE - Total For WWTP - Operations *\$300.00*

PP WYOMINGWATE - ALL DEPARTMENTS **\$300.00**

PRESTIGE FLAG MFG CO

PRESTIGE FLAG MFG CO	Golf - Operations	Flagsticks, putting green flag sticks, and cups	\$865.13
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PRESTIGE FLAG MFG CO - Total For Golf - Operations *\$865.13*

PRESTIGE FLAG MFG CO - ALL DEPARTMENTS **\$865.13**

PURVIS INDUSTRIES

PURVIS INDUSTRIES	WWTP - Operations	Hose	\$22.57
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PURVIS INDUSTRIES - Total For WWTP - Operations *\$22.57*

PURVIS INDUSTRIES - ALL DEPARTMENTS **\$22.57**

QQEST SOFTWARE SYSTE

QQEST SOFTWARE SYSTE	Human Resources	MONTHLY TIMEFORCE USER FEES	\$2,667.25
<i>QQEST SOFTWARE SYSTE - Total For Human Resources</i>			<i>\$2,667.25</i>
QQEST SOFTWARE SYSTE - ALL DEPARTMENTS			\$2,667.25

QT 635

QT 635	Police Administration	AUTOMATED FUEL DISPENSERS	\$27.27
<i>QT 635 - Total For Police Administration</i>			<i>\$27.27</i>
QT 635 - ALL DEPARTMENTS			\$27.27

RANDALL W. HEIN, AIA

RANDALL W. HEIN, AIA	Balefill - Disposal & Landfill	Baler Building Locker Room Ren 19-071	\$10,000.00
<i>RANDALL W. HEIN, AIA - Total For Balefill - Disposal & Landfill</i>			<i>\$10,000.00</i>
RANDALL W. HEIN, AIA - ALL DEPARTMENTS			\$10,000.00

RDG IA INC

RDG IA INC	Metropolitan Planning Org	Wayfinidng Plan	\$7,200.00
<i>RDG IA INC - Total For Metropolitan Planning Org</i>			<i>\$7,200.00</i>
RDG IA INC - ALL DEPARTMENTS			\$7,200.00

RESPOND FIRST AID OF

RESPOND FIRST AID OF	Balefill - Disposal & Landfill	FIRST AID SUPPLIES-SAFETY	\$71.38
<i>RESPOND FIRST AID OF - Total For Balefill - Disposal & Landfill</i>			<i>\$71.38</i>
RESPOND FIRST AID OF	Balefill - Diversion & Special	FIRST AID SUPPLIES-SAFETY	\$27.94
<i>RESPOND FIRST AID OF - Total For Balefill - Diversion & Special</i>			<i>\$27.94</i>
RESPOND FIRST AID OF - ALL DEPARTMENTS			\$99.32

REXEL 3212

REXEL 3212	Balefill - Baler Processing	ELECTRICAL PARTS AND EQUIPMENT	\$6.91
<i>REXEL 3212 - Total For Balefill - Baler Processing</i>			<i>\$6.91</i>

REXEL 3212 - ALL DEPARTMENTS**\$6.91****RICOH USA INC**

RICOH USA INC	Police Administration	Copier Fee	\$587.02
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<i>RICOH USA INC - Total For Police Administration</i>			<i>\$587.02</i>
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RICOH USA INC - ALL DEPARTMENTS**\$587.02****RIDLEY'S 1132**

RIDLEY'S 1132	Balefill - Baler Processing	SUGAR FREE HOT COCOA CUSTOMER LOUNGE	\$3.98
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<i>RIDLEY'S 1132 - Total For Balefill - Baler Processing</i>			<i>\$3.98</i>
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RIDLEY'S 1132 - ALL DEPARTMENTS**\$3.98****RMI WYOMING INC**

RMI WYOMING INC	Buildings & Structures Fund	Safety Equipment for BAS Shop	\$153.60
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<i>RMI WYOMING INC - Total For Buildings & Structures Fund</i>			<i>\$153.60</i>
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RMI WYOMING INC - ALL DEPARTMENTS**\$153.60****ROCKY MOUNTAIN AIR S**

ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemicals Oxygen	\$3,680.42
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<i>ROCKY MOUNTAIN AIR S - Total For Regional Water Operations</i>			<i>\$3,680.42</i>
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ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS**\$3,680.42****ROCKY MOUNTAIN POWER**

ROCKY MOUNTAIN POWER	Aquatics - Operations	Electricity	\$4,664.57
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<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$4,664.57</i>
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ROCKY MOUNTAIN POWER	Aquatics - Pool	Electricity	\$510.15
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<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			<i>\$510.15</i>
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ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Electricity	\$12,753.70
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ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Electricity	\$641.28
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<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			<i>\$13,394.98</i>
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ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Electricity	\$158.29
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<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			<i>\$158.29</i>
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ROCKY MOUNTAIN POWER	Cemetery	Electricity	\$117.80
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$117.80</i>
ROCKY MOUNTAIN POWER	City Center Building	Electricity	\$1,191.36
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$1,191.36</i>
ROCKY MOUNTAIN POWER	City Hall	Electricity	\$3,034.96
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$3,034.96</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$2,437.00
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$818.82
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$874.86
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity	\$258.62
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$4,389.30</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Electricity	\$3,476.30
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$3,476.30</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Electricity	\$578.97
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$578.97</i>
ROCKY MOUNTAIN POWER	Golf - Operations	Electricity	\$2,260.68
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$2,260.68</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$5,383.43
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$8,611.96
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$13,995.39</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity	\$5,535.89
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$5,535.89</i>
ROCKY MOUNTAIN POWER	Marathon Building	Electricity	\$1,024.54
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			<i>\$1,024.54</i>
ROCKY MOUNTAIN POWER	Metro Animal Fund - Admin	Electricity	\$843.26
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Fund - Admin</i>			<i>\$843.26</i>
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Electricity	\$33.04
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			<i>\$33.04</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Electricity	\$2,619.81
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Electricity	\$1,913.00
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$4,532.81</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$74.50
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$74.50</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$58.93
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$3,232.10
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$3,291.03</i>

ROCKY MOUNTAIN POWER	Public Safety Communication	Electricity	\$258.62
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$258.62
ROCKY MOUNTAIN POWER	Rec Center - Operations	Electricity	\$3,061.23
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$3,061.23
ROCKY MOUNTAIN POWER	Regional Water Operations	Electricity	\$41,724.08
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$41,724.08
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Electricity	\$9,122.14
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$9,122.14
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$567.02
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$71.02
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			\$638.04
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$82.78
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$46,114.09
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$78.01
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$46,274.88
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$20,293.76
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$1,506.93
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$40.45
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			\$21,841.14
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$23,569.49
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$240.04
<i>ROCKY MOUNTAIN POWER - Total For WWTP - Operations</i>			\$23,809.53
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$209,837.48

ROCKY MOUNTAIN SECTI

ROCKY MOUNTAIN SECTI	Water - Distribution	Conner membership	\$95.00
<i>ROCKY MOUNTAIN SECTI - Total For Water - Distribution</i>			\$95.00
ROCKY MOUNTAIN SECTI - ALL DEPARTMENTS			\$95.00

ROCKY MTN. FIRE SYST

ROCKY MTN. FIRE SYST	Fire-EMS Operations	Annual Fire Alarm Check of all Stations	\$1,250.02
ROCKY MTN. FIRE SYST	Fire-EMS Operations	Troubleshoot System at 1s	\$42.50
<i>ROCKY MTN. FIRE SYST - Total For Fire-EMS Operations</i>			\$1,292.52

ROCKY MTN. FIRE SYST - ALL DEPARTMENTS**\$1,292.52****Router**

Router	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$64.56
Router	Parks - Parks Maint.	Rented Portable Toilets, Inv. 49958-49959	\$532.32
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$596.88</i>

Router - ALL DEPARTMENTS**\$596.88****ROTHHAMMER INTERNATI**

ROTHHAMMER INTERNATI	Aquatics - Operations	Pro Shop Googles	\$623.18
<i>ROTHHAMMER INTERNATI - Total For Aquatics - Operations</i>			<i>\$623.18</i>

ROTHHAMMER INTERNATI - ALL DEPARTMENTS**\$623.18****S.P. KINNEY ENGINEER**

S.P. KINNEY ENGINEER	WWTP - Operations	12" Kinney Model A-1 Automatic Self-Cleaning S	\$33,150.00
S.P. KINNEY ENGINEER	WWTP - Operations	Freight for PW1 Strainer	\$2,000.00
<i>S.P. KINNEY ENGINEER - Total For WWTP - Operations</i>			<i>\$35,150.00</i>

S.P. KINNEY ENGINEER - ALL DEPARTMENTS**\$35,150.00****SAFE KIDS WORLDWIDE**

SAFE KIDS WORLDWIDE	Fire-EMS Training	Rush's Re-certification Fee	\$55.00
<i>SAFE KIDS WORLDWIDE - Total For Fire-EMS Training</i>			<i>\$55.00</i>

SAFE KIDS WORLDWIDE - ALL DEPARTMENTS**\$55.00****SALTUS TECHNOLOGIES,**

SALTUS TECHNOLOGIES,	Police Administration	Brother Printer Repair Fee	\$591.00
<i>SALTUS TECHNOLOGIES, - Total For Police Administration</i>			<i>\$591.00</i>

SALTUS TECHNOLOGIES, - ALL DEPARTMENTS**\$591.00****SAMS CLUB #6425**

SAMS CLUB #6425	Balefill - Baler Processing	CLEANING SUPPLIES	\$24.68
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<i>SAMS CLUB #6425 - Total For Balefill - Baler Processing</i>			\$24.68
SAMS CLUB #6425	Balefill - Disposal & Landfill	CLEANING SUPPLIES	\$24.68
<i>SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill</i>			\$24.68
SAMS CLUB #6425	Balefill - Diversion & Special	SPECIAL WASTE SUPPLIES	\$192.78
<i>SAMS CLUB #6425 - Total For Balefill - Diversion & Special</i>			\$192.78
SAMS CLUB #6425	Buildings & Structures Fund	Custodial Supplies for City Hall	\$104.48
<i>SAMS CLUB #6425 - Total For Buildings & Structures Fund</i>			\$104.48
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$544.90
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			\$544.90
SAMS CLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$123.05
SAMS CLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$36.84
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			\$159.89
SAMS CLUB #6425	Ice Arena - Operations	CUSTODIAL SUPPLIES--PAPER PRODUCTS	\$203.78
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			\$203.78
SAMS CLUB #6425	Rec Center - Classes	SNACKS, WIPES, TISSUE, CLEANING SUPPLIES	\$44.33
<i>SAMS CLUB #6425 - Total For Rec Center - Classes</i>			\$44.33
SAMS CLUB #6425	Rec Center - Operations	SNACKS, WIPES, TISSUE, CLEANING SUPPLIES	\$75.28
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			\$75.28
SAMS CLUB #6425	Refuse - Residential	CLEANING SUPPLIES	\$24.68
<i>SAMS CLUB #6425 - Total For Refuse - Residential</i>			\$24.68
SAMS CLUB #6425 - ALL DEPARTMENTS			\$1,399.48

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Baler Processing	SUPPLIES FOR SCALEHOUSE AND BALER	\$31.96
<i>SAMSCLUB #6425 - Total For Balefill - Baler Processing</i>			\$31.96
SAMSCLUB #6425	Balefill - Disposal & Landfill	SUPPLIES FOR SCALEHOUSE AND BALER	\$43.44
SAMSCLUB #6425	Balefill - Disposal & Landfill	JANITORIAL SUPPLIES	\$147.74
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			\$191.18
SAMSCLUB #6425	City Council	COUNCIL ITEMS	\$111.16
<i>SAMSCLUB #6425 - Total For City Council</i>			\$111.16
SAMSCLUB #6425	Human Resources	Kind Bars for City Council Meeting (Random Act	\$19.96
<i>SAMSCLUB #6425 - Total For Human Resources</i>			\$19.96
SAMSCLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$223.24
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			\$223.24
SAMSCLUB #6425	Ice Arena - Operations	CUSTODIAL SUPPLIES	\$278.00

<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>	<i>\$278.00</i>
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SAMSCLUB #6425 - ALL DEPARTMENTS	\$855.50
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SELF HELP CENTER, IN

SELF HELP CENTER, IN	Capital Projects Fund	1% #16 Funding Self Help Center	\$13,615.50
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<i>SELF HELP CENTER, IN - Total For Capital Projects Fund</i>	<i>\$13,615.50</i>
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SELF HELP CENTER, IN - ALL DEPARTMENTS	\$13,615.50
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SERVING THE AMERICAN

SERVING THE AMERICAN	Ice Arena - Operations	BASIC REFRIGERATION CLASS-NARCE	\$625.00
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<i>SERVING THE AMERICAN - Total For Ice Arena - Operations</i>	<i>\$625.00</i>
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SERVING THE AMERICAN - ALL DEPARTMENTS	\$625.00
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SHAKE SHACK T3 PHX

SHAKE SHACK T3 PHX	Fire-EMS Training	Meal while in AZ	\$10.40
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<i>SHAKE SHACK T3 PHX - Total For Fire-EMS Training</i>	<i>\$10.40</i>
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SHAKE SHACK T3 PHX - ALL DEPARTMENTS	\$10.40
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SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Painting supplies for Parks Offices, Service Cent	\$31.79
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<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>	<i>\$31.79</i>
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SHERWIN-WILLIAMS COR - ALL DEPARTMENTS	\$31.79
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SMITHS FOOD #4185

SMITHS FOOD #4185	Regional Water Operations	JPB Lunch	\$5.88
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<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>	<i>\$5.88</i>
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SMITHS FOOD #4185 - ALL DEPARTMENTS	\$5.88
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SQ EILEEN'S COLOSSA

SQ EILEEN'S COLOSSA	Human Resources	1/2 dozen cookies for Celebration with Carter	\$2.90
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<i>SQ EILEEN'S COLOSSA - Total For Human Resources</i>	<i>\$2.90</i>
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SQ EILEEN'S COLOSSA - ALL DEPARTMENTS **\$2.90**

SQ PAPA JOHNS

SQ PAPA JOHNS	Ice Arena - Concessions	MISC FOOD STORES-SPECIALITY,CONVENIENCE,	\$669.09
<i>SQ PAPA JOHNS - Total For Ice Arena - Concessions</i>			<i>\$669.09</i>

SQ PAPA JOHNS - ALL DEPARTMENTS **\$669.09**

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Hogadon - Operations	Hogadon logo parka	\$35.00
<i>SQ PEDEN'S INC. - Total For Hogadon - Operations</i>			<i>\$35.00</i>

SQ PEDEN'S INC.	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$77.10
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SQ PEDEN'S INC.	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$491.00
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SQ PEDEN'S INC.	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$810.00
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SQ PEDEN'S INC.	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$72.00
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<i>SQ PEDEN'S INC. - Total For Police Administration</i>			<i>\$1,450.10</i>
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SQ PEDEN'S INC. - ALL DEPARTMENTS **\$1,485.10**

SQ SQ PEDEN'S

SQ SQ PEDEN'S	Fire-EMS Operations	Uniform Shirts	\$360.00
<i>SQ SQ PEDEN'S - Total For Fire-EMS Operations</i>			<i>\$360.00</i>

SQ SQ PEDEN'S - ALL DEPARTMENTS **\$360.00**

SQ STEAMBOAT DELI

SQ STEAMBOAT DELI	City Manager	Lunch Meeting with Reporter	\$15.24
<i>SQ STEAMBOAT DELI - Total For City Manager</i>			<i>\$15.24</i>

SQ STEAMBOAT DELI - ALL DEPARTMENTS **\$15.24**

SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC	Property Insurance Fund	Electrical Work for Risk Management Claim # 23	\$1,279.03
<i>SQ SUMMIT ELECTRIC - Total For Property Insurance Fund</i>			<i>\$1,279.03</i>

SQ SUMMIT ELECTRIC - ALL DEPARTMENTS **\$1,279.03**

STAPLES

STAPLES	Balefill - Diversion & Special	SPECIAL WASTE OP SUPPLIES	\$64.99
<i>STAPLES - Total For Balefill - Diversion & Special</i>			<i>\$64.99</i>
STAPLES	Fire-EMS Administration	Envelopes - Admin Supplies	\$9.99
STAPLES	Fire-EMS Administration	Office Supplies	\$35.34
<i>STAPLES - Total For Fire-EMS Administration</i>			<i>\$45.33</i>
STAPLES	Golf - Operations	pack of pens and day-timer calendar for Rocco	\$32.97
<i>STAPLES - Total For Golf - Operations</i>			<i>\$32.97</i>
STAPLES	Hogadon - Admin	Office USB cable	\$39.99
<i>STAPLES - Total For Hogadon - Admin</i>			<i>\$39.99</i>
STAPLES - ALL DEPARTMENTS			\$183.28

STATE OF WY.

STATE OF WY.	Health Insurance Fund	Jan. 2020 Plan Admin Fees	\$5,937.83
STATE OF WY.	Health Insurance Fund	Feb. 2020 Plan Admin fees	\$5,937.83
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$11,875.66</i>
STATE OF WY. - ALL DEPARTMENTS			\$11,875.66

STINKER #109

STINKER #109	Police Administration	AUTOMATED FUEL DISPENSERS	\$32.00
<i>STINKER #109 - Total For Police Administration</i>			<i>\$32.00</i>
STINKER #109 - ALL DEPARTMENTS			\$32.00

SUBWAY

SUBWAY	Planning - Admin	FAST FOOD RESTAURANTS (Wayfinding lunch)	\$33.57
<i>SUBWAY - Total For Planning - Admin</i>			<i>\$33.57</i>
SUBWAY - ALL DEPARTMENTS			\$33.57

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Balefill - Disposal & Landfill	Land Fill Truck Wash Repairs	\$375.00
<i>SUMMIT ELECTRIC LLC. - Total For Balefill - Disposal & Landfill</i>			<i>\$375.00</i>
SUMMIT ELECTRIC LLC.	Balefill - Diversion & Special	Special Waste Renovation by Bas Staff	\$710.91

<i>SUMMIT ELECTRIC LLC. - Total For Balefill - Diversion & Special</i>			\$710.91
SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS			\$1,085.91

SUPERIOR / AMERICAN

SUPERIOR / AMERICAN	Fire-EMS Operations	Passport Name Strip and Apparatus Collector	\$225.35
<i>SUPERIOR / AMERICAN - Total For Fire-EMS Operations</i>			\$225.35
SUPERIOR / AMERICAN - ALL DEPARTMENTS			\$225.35

SUPERIOR INDUSTRIAL

SUPERIOR INDUSTRIAL	Fleet Maintenance Fund	Shop Sling	\$477.16
<i>SUPERIOR INDUSTRIAL - Total For Fleet Maintenance Fund</i>			\$477.16
SUPERIOR INDUSTRIAL	WWTP - Operations	Chain/Sling inspections	\$400.00
<i>SUPERIOR INDUSTRIAL - Total For WWTP - Operations</i>			\$400.00
SUPERIOR INDUSTRIAL - ALL DEPARTMENTS			\$877.16

SUTHERLANDS 2219

SUTHERLANDS 2219	Water - Distribution	paint	\$25.74
<i>SUTHERLANDS 2219 - Total For Water - Distribution</i>			\$25.74
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$25.74

TARGET

TARGET	Fire-EMS Operations	Station Supplies	\$26.80
<i>TARGET - Total For Fire-EMS Operations</i>			\$26.80
TARGET - ALL DEPARTMENTS			\$26.80

TEST GAUGE & BACKFLO

TEST GAUGE & BACKFLO	Parks - Parks Maint.	Calibration of Backflow Terster	\$136.69
<i>TEST GAUGE & BACKFLO - Total For Parks - Parks Maint.</i>			\$136.69
TEST GAUGE & BACKFLO - ALL DEPARTMENTS			\$136.69

THE HOME DEPOT

THE HOME DEPOT	Fire-EMS Operations	Equipment for Brush 2	\$264.58
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			<i>\$264.58</i>
THE HOME DEPOT	Golf - Operations	Paint, paint supplies and work gloves	\$202.77
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$202.77</i>
THE HOME DEPOT	Hogadon - Admin	Lodge office	\$71.92
<i>THE HOME DEPOT - Total For Hogadon - Admin</i>			<i>\$71.92</i>
THE HOME DEPOT	Hogadon - Operations	Key box SnowSports	\$30.97
THE HOME DEPOT	Hogadon - Operations	Snow Shovels	\$133.82
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$164.79</i>
THE HOME DEPOT	Parks - Parks Maint.	Post for installing dogipot station in Buckboard	\$75.84
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$75.84</i>
THE HOME DEPOT	Water - Distribution	BLK NIPPLES	\$73.90
<i>THE HOME DEPOT - Total For Water - Distribution</i>			<i>\$73.90</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$853.80

THE JOY FACTORY WEBS

THE JOY FACTORY WEBS	Fire-EMS Operations	Seat Bolt Mount Base	\$37.50
<i>THE JOY FACTORY WEBS - Total For Fire-EMS Operations</i>			<i>\$37.50</i>
THE JOY FACTORY WEBS - ALL DEPARTMENTS			\$37.50

THE MARKETPLACE

THE MARKETPLACE	Police Administration	AUTOMATED FUEL DISPENSERS	\$21.52
<i>THE MARKETPLACE - Total For Police Administration</i>			<i>\$21.52</i>
THE MARKETPLACE - ALL DEPARTMENTS			\$21.52

THE SCIENCE ZONE

THE SCIENCE ZONE	Capital Projects Fund	3rd Qtr One Cent 16 Expenses	\$15,962.00
<i>THE SCIENCE ZONE - Total For Capital Projects Fund</i>			<i>\$15,962.00</i>
THE SCIENCE ZONE - ALL DEPARTMENTS			\$15,962.00

THE UPS STORE

THE UPS STORE	Balefill - Disposal & Landfill	POSTAGE AND SHIPPING	\$50.47
<i>THE UPS STORE - Total For Balefill - Disposal & Landfill</i>			<i>\$50.47</i>

THE UPS STORE	Parks - Parks Maint.	Shipping backflow prevention tester for calibrati	\$47.32
<i>THE UPS STORE - Total For Parks - Parks Maint.</i>			<i>\$47.32</i>
THE UPS STORE - ALL DEPARTMENTS			\$97.79

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$160.19
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$160.19</i>
TOP OFFICE PRODUCTS	WWTP - Operations	Printing/Copier Maintenance Jan 2020	\$124.50
<i>TOP OFFICE PRODUCTS - Total For WWTP - Operations</i>			<i>\$124.50</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$284.69

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Fire-EMS Operations	Brush 2 Tire Chain	\$41.94
<i>TRACTOR SUPPLY CO - Total For Fire-EMS Operations</i>			<i>\$41.94</i>
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$41.94

TRAVELOCITY 71004403

TRAVELOCITY 71004403	Fire-EMS Training	Travel to Las Vegas in February	\$533.62
<i>TRAVELOCITY 71004403 - Total For Fire-EMS Training</i>			<i>\$533.62</i>
TRAVELOCITY 71004403 - ALL DEPARTMENTS			\$533.62

TRAVELOCITY 75031101

TRAVELOCITY 75031101	Fire-EMS Training	Travel to Phoenix in January	\$276.58
<i>TRAVELOCITY 75031101 - Total For Fire-EMS Training</i>			<i>\$276.58</i>
TRAVELOCITY 75031101 - ALL DEPARTMENTS			\$276.58

TRETO CONST.

TRETO CONST.	Capital Projects Fund	North Beverly St. Roadway impr. 18-060	113,511.44
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$113,511.44</i>
TRETO CONST. - ALL DEPARTMENTS			\$113,511.44

UBER TRIP

UBER TRIP	Sewer Fund - Collection	TAXICABS/LIMOUSINES	\$25.47
<i>UBER TRIP - Total For Sewer Fund - Collection</i>			<i>\$25.47</i>
UBER TRIP - ALL DEPARTMENTS			\$25.47

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Misc. Point Blank	\$2,954.40
UNIFORMS 2 GEAR	Police Administration	Point Blank Ballistics	\$1,768.28
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$4,722.68</i>
UNIFORMS 2 GEAR	Police Animal Control	Point Blank Ballistics	\$880.14
<i>UNIFORMS 2 GEAR - Total For Police Animal Control</i>			<i>\$880.14</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$5,602.82

UNITED 0162494255

UNITED 0162494255	Fire-EMS Training	Travel in April	\$797.80
<i>UNITED 0162494255 - Total For Fire-EMS Training</i>			<i>\$797.80</i>
UNITED 0162494255 - ALL DEPARTMENTS			\$797.80

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	Urgent Care Payment 2.13.2020	\$768.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$768.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$768.00

USPS PO 5715580945

USPS PO 5715580945	Water - Admin	POSTAGE - Certified Mail - Annual letter to Bure	\$6.95
<i>USPS PO 5715580945 - Total For Water - Admin</i>			<i>\$6.95</i>
USPS PO 5715580945	WWTP - Operations	Certified mail	\$17.20
<i>USPS PO 5715580945 - Total For WWTP - Operations</i>			<i>\$17.20</i>
USPS PO 5715580945 - ALL DEPARTMENTS			\$24.15

UW CASHIER OFFICE

UW CASHIER OFFICE	Streets	25th Annual Safety Congress - Streets-Traffic	\$1,360.00
<i>UW CASHIER OFFICE - Total For Streets</i>			<i>\$1,360.00</i>
UW CASHIER OFFICE - ALL DEPARTMENTS			\$1,360.00

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Jan. 2020 Phone	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS	Buildings & Structures Fund	Jan. 2020	\$80.02
<i>VERIZON WIRELESS - Total For Buildings & Structures Fund</i>			<i>\$80.02</i>
VERIZON WIRELESS	Cemetery	Jan. 2020 Phone	\$40.01
<i>VERIZON WIRELESS - Total For Cemetery</i>			<i>\$40.01</i>
VERIZON WIRELESS	Metro Animal Fund - Admin	Jan. 2020 Credit	(\$151.98)
VERIZON WIRELESS	Metro Animal Fund - Admin	Jan. 2020 Phone	\$52.18
<i>VERIZON WIRELESS - Total For Metro Animal Fund - Admin</i>			<i>(\$99.80)</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$60.24

VERMEER SALES & SERV

VERMEER SALES & SERV	Balefill - Diversion & Special	Right Hand Flails for Vermeer Windrow Turner 1	\$1,791.12
VERMEER SALES & SERV	Balefill - Diversion & Special	Left Hand Flails for Vermeer Windrow Turner 14	\$1,869.15
VERMEER SALES & SERV	Balefill - Diversion & Special	Nuts, Bolts for Vermeer Windrow Turner 14140	\$1,173.58
<i>VERMEER SALES & SERV - Total For Balefill - Diversion & Special</i>			<i>\$4,833.85</i>
VERMEER SALES & SERV - ALL DEPARTMENTS			\$4,833.85

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Human Resources	Hiring Business Cards, Seasonal Hiring Cards, Cel	\$74.63
VISTAPR VISTAPRINT.C	Human Resources	RANDOM ACT OF KINDNESS WEEK SUPPLIES	\$86.34
<i>VISTAPR VISTAPRINT.C - Total For Human Resources</i>			<i>\$160.97</i>
VISTAPR VISTAPRINT.C - ALL DEPARTMENTS			\$160.97

VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	Feb. 2020	\$105.55
<i>VRC COMPANIES LLC - Total For Human Resources</i>			<i>\$105.55</i>

VRC COMPANIES LLC - ALL DEPARTMENTS**\$105.55****VZWRLSS IVR VB**

VZWRLSS IVR VB	Sewer Fund - Collection	WWC Remote device data	\$72.13
<i>VZWRLSS IVR VB - Total For Sewer Fund - Collection</i>			<i>\$72.13</i>
VZWRLSS IVR VB	Streets	Traffic Dept hotspot and Streets on call phone	\$65.72
<i>VZWRLSS IVR VB - Total For Streets</i>			<i>\$65.72</i>
VZWRLSS IVR VB	Water - Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$277.94
<i>VZWRLSS IVR VB - Total For Water - Distribution</i>			<i>\$277.94</i>

VZWRLSS IVR VB - ALL DEPARTMENTS**\$415.79****VZWRLSS MY VZ VB P**

VZWRLSS MY VZ VB P	Fire-EMS Administration	December Cell Phone Bill	\$1,986.38
VZWRLSS MY VZ VB P	Fire-EMS Administration	November Air Card Bill	\$120.03
VZWRLSS MY VZ VB P	Fire-EMS Administration	November Cell Phone Bill	\$1,985.06
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			<i>\$4,091.47</i>
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$25.71
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$25.71</i>

VZWRLSS MY VZ VB P - ALL DEPARTMENTS**\$4,117.18****WAL-MART #1617**

WAL-MART #1617	Balefill - Disposal & Landfill	DISH DETERGENT, WALL CLOCK	\$36.78
WAL-MART #1617	Balefill - Disposal & Landfill	DOG BONES FOR CUSTOMERS	\$16.70
<i>WAL-MART #1617 - Total For Balefill - Disposal & Landfill</i>			<i>\$53.48</i>
WAL-MART #1617	Metro Animal Fund - Admin	GROCERY STORES, SUPERMARKETS	\$64.10
<i>WAL-MART #1617 - Total For Metro Animal Fund - Admin</i>			<i>\$64.10</i>
WAL-MART #1617	Police Animal Control	GROCERY STORES, SUPERMARKETS	\$25.76
<i>WAL-MART #1617 - Total For Police Animal Control</i>			<i>\$25.76</i>

WAL-MART #1617 - ALL DEPARTMENTS**\$143.34****WAL-MART #3778**

WAL-MART #3778	Fire-EMS Operations	Station Supplies	\$57.18
<i>WAL-MART #3778 - Total For Fire-EMS Operations</i>			<i>\$57.18</i>

WAL-MART #3778 - ALL DEPARTMENTS **\$57.18**

WARDWELL WATER & SEW

WARDWELL WATER & SEW RWS - Booster Stations Booster/Irrigation \$29.68

WARDWELL WATER & SEW - Total For RWS - Booster Stations *\$29.68*

WARDWELL WATER & SEW - ALL DEPARTMENTS **\$29.68**

WEF CAREER CENTER

WEF CAREER CENTER WWTP - Operations WEF - WWTP Job Posting \$250.00

WEF CAREER CENTER - Total For WWTP - Operations *\$250.00*

WEF CAREER CENTER - ALL DEPARTMENTS **\$250.00**

WELLBORN SULLIVAN ME

WELLBORN SULLIVAN ME Property Insurance Fund Legal Services \$5,000.00

WELLBORN SULLIVAN ME - Total For Property Insurance Fund *\$5,000.00*

WELLBORN SULLIVAN ME - ALL DEPARTMENTS **\$5,000.00**

WENCK ASSOCIATES INC

WENCK ASSOCIATES INC Balefill - Disposal & Landfill Solid Waste 10 Year Business Plan \$3,459.23

WENCK ASSOCIATES INC Balefill - Disposal & Landfill Solid Waste 10 Year Business Plan \$9,783.98

WENCK ASSOCIATES INC Balefill - Disposal & Landfill Solid Waste 10 Year Business Plan \$17,452.58

WENCK ASSOCIATES INC - Total For Balefill - Disposal & Landfill *\$30,695.79*

WENCK ASSOCIATES INC - ALL DEPARTMENTS **\$30,695.79**

WEST PLAINS ENGINEER

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 *\$1,000.00*

WEST PLAINS ENGINEER - ALL DEPARTMENTS **\$1,000.00**

WESTERN SLING CO

WESTERN SLING CO Meter Services Sling inspection \$189.50

<i>WESTERN SLING CO - Total For Meter Services</i>	<i>\$189.50</i>
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WESTERN SLING CO - ALL DEPARTMENTS	\$189.50
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WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	K Street improvements 15-51	\$1,029.30
WESTERN WATER CONSUL	Capital Projects Fund	K Street Phase 2A DesignCA	\$8,010.00
WESTERN WATER CONSUL	Capital Projects Fund	Midwest Ave. Reconstruction- Elm to Walnut 18	\$6,323.30
WESTERN WATER CONSUL	Capital Projects Fund	Midwest David-Elm 17-031	\$2,593.07

<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>	<i>\$17,955.67</i>
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WESTERN WATER CONSUL	Sewer Fund - Collection	Midwest David-Elm 17-031	\$57.10
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<i>WESTERN WATER CONSUL - Total For Sewer Fund - Collection</i>	<i>\$57.10</i>
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WESTERN WATER CONSUL	Water - Distribution	Midwest David-Elm 17-031	\$357.08
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<i>WESTERN WATER CONSUL - Total For Water - Distribution</i>	<i>\$357.08</i>
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WESTERN WATER CONSUL - ALL DEPARTMENTS	\$18,369.85
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WINDTRAX

WINDTRAX	Buildings & Structures Fund	Balance of the cost to replace 2 vacuums at Cas	\$1,860.72
WINDTRAX	Buildings & Structures Fund	Deposit for new vacuums to be located at Caspe	\$800.00

<i>WINDTRAX - Total For Buildings & Structures Fund</i>	<i>\$2,660.72</i>
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WINDTRAX - ALL DEPARTMENTS	\$2,660.72
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Wired

Wired	Perpetual Care Building Trust	New LED Lighting for the Arena	103,422.37
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<i>Wired - Total For Perpetual Care Building Trust</i>	<i>\$103,422.37</i>
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Wired - ALL DEPARTMENTS	\$103,422.37
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WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	\$3,245.39
WLC ENGINEERING - SU	Capital Projects Fund	Design & CA for Morad Park to Walmart	\$1,982.55

<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>	<i>\$5,227.94</i>
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WLC ENGINEERING - SU	Water - Distribution	Ridgecrest Zone 2-3 Waterline	\$8,345.29
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<i>WLC ENGINEERING - SU - Total For Water - Distribution</i>	<i>\$8,345.29</i>
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WLC ENGINEERING - SU	Water - Tanks	W Casper Zone 2 15-59	\$28,109.90
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WLC ENGINEERING - SU - Total For Water - Tanks \$28,109.90

WLC ENGINEERING - SU - ALL DEPARTMENTS \$41,683.13

WM SUPERCENTER

WM SUPERCENTER Balefill - Baler Processing FRAMES FOR CUSTOMER LOUNGE SIGNS \$3.22

WM SUPERCENTER Balefill - Baler Processing WALL CLOCK BALER BLDG \$3.88

WM SUPERCENTER - Total For Balefill - Baler Processing \$7.10

WM SUPERCENTER Metro Animal Fund - Admin GROCERY STORES, SUPERMARKETS (PILL POCK \$15.96

WM SUPERCENTER - Total For Metro Animal Fund - Admin \$15.96

WM SUPERCENTER Regional Water Operations JPB Lunch \$9.98

WM SUPERCENTER - Total For Regional Water Operations \$9.98

WM SUPERCENTER - ALL DEPARTMENTS \$33.04

WPSG- INC

WPSG- INC Fire-EMS Operations Helmets \$370.47

WPSG- INC Fire-EMS Operations The Fire Store - Uniforms \$64.65

WPSG- INC - Total For Fire-EMS Operations \$435.12

WPSG- INC - ALL DEPARTMENTS \$435.12

WY. RENTS, LLC.

WY. RENTS, LLC. Parks - Parks Maint. Rental of telehandler for Sage Park Playground \$287.40

WY. RENTS, LLC. - Total For Parks - Parks Maint. \$287.40

WY. RENTS, LLC. - ALL DEPARTMENTS \$287.40

WYCOMP, INC.

WYCOMP, INC. RWS - Guardian Semi-Annual Test Sample \$1,015.00

WYCOMP, INC. - Total For RWS - Guardian \$1,015.00

WYCOMP, INC. - ALL DEPARTMENTS \$1,015.00

WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE Balefill - Disposal & Landfill Run Cat 6 Cable \$370.00

WYOMING LOW VOLTAGE - Total For Balefill - Disposal & Landfill \$370.00

WYOMING LOW VOLTAGE - ALL DEPARTMENTS **\$370.00**

WYOMING STEEL & RECY

WYOMING STEEL & RECY Balefill - Baler Processing Steel for Baler Bldg \$31.80

WYOMING STEEL & RECY Balefill - Baler Processing Metal Recycling \$31.80

WYOMING STEEL & RECY - Total For Balefill - Baler Processing \$63.60

WYOMING STEEL & RECY Refuse - Recycling Recycling Fridge, Cardboard, Newsprint \$6,672.80

WYOMING STEEL & RECY - Total For Refuse - Recycling \$6,672.80

WYOMING STEEL & RECY - ALL DEPARTMENTS **\$6,736.40**

XEROX CORPORATION

XEROX CORPORATION Engineering February Base Charge \$35.42

XEROX CORPORATION Engineering Roll Copier \$185.66

XEROX CORPORATION - Total For Engineering \$221.08

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

XEROX CORPORATION/RB

XEROX CORPORATION/RB Regional Water Operations Copy machine \$202.64

XEROX CORPORATION/RB - Total For Regional Water Operations \$202.64

XEROX CORPORATION/RB - ALL DEPARTMENTS **\$202.64**

YOURMEMBER-CAREERS

YOURMEMBER-CAREERS Water - Tanks WDG-UTILITY WORKER JOB POSTING \$249.00

YOURMEMBER-CAREERS - Total For Water - Tanks \$249.00

YOURMEMBER-CAREERS WWTP - Operations AWWA - WWTP Operator Job Posting \$249.00

YOURMEMBER-CAREERS - Total For WWTP - Operations \$249.00

YOURMEMBER-CAREERS - ALL DEPARTMENTS **\$498.00**

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA Fire-EMS Administration 5-year extended warranty for 6 Zoll Cardiac Mo \$25,272.00

ZOLL MEDICAL CORPORA - Total For Fire-EMS Administration \$25,272.00

ZOLL MEDICAL CORPORA - ALL DEPARTMENTS

\$25,272.00

CITYWIDE BILLS AND CLAIMS TOTAL

\$2,914,061.33

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

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 03/03/20

Payroll Disbursements

		<u>Total Payroll</u>	<u>\$ -</u>
<u>Additional Accounts Payable</u>			
2/13/2020	Prewrits: Utility Refunds, Travel Reimbursements, Sales Tax		
	Steve Nunn	\$	441.00
	Sarah Boyle	\$	248.50
	State of Wy. Dept. of Revenue	\$	47,051.10
	Petz, Kyle	\$	12.33
	Griffin, Dustin	\$	1,514.65
	Teague Rentals	\$	6.07
		<u>\$</u>	<u>49,273.65</u>
		\$	803,344.10
2/18/2020	Additional P-cards for BOA payment		
	Amazon	\$	1.35
	Med Vet International	\$	4.23
	Sheet Metal Specialties	\$	(4.28)
	Sun Country Distributing	\$	8,332.56
		<u>\$</u>	<u>8,333.86</u>
		\$	803,344.10
2/19/2020	State of Wy- Janaury Insurance	\$	803,344.10
2/20/20	Prewrits- Utility Refunds, Travel reimbursement		
	Fuller, Archie		15.4
	Burley, Theresa	\$	11.22
	Sunburst Property	\$	32.98
	Ferre, Ashlee	\$	42.19
	Challenger Holdings	\$	60.00
	Kindel Concrete	\$	56.22
	Crown Construction	\$	6.22
	Graves Consulting	\$	12,000.00
	Chris Funch	\$	1,186.88
		<u>\$</u>	<u>13,411.11</u>
2/24/20	Casper Area Transportation Coalition- Buses	\$	149,182.00
2/24/20	Wyoming Retirement System	\$	1,536.73
		<u>Total Additional AP</u>	<u>\$ 1,828,425.55</u>

February 19, 2020

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

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

SUBJECT: Establish March 17, 2020, as the Public Hearing Date for a New Microbrewery Liquor License No. 7 for Oil City Beer Company, LLC, d/b/a Oil City Beer Company, Located at 4155 Legion Lane Unit 4 and 6.

Meeting Type & Date

Regular Council Meeting
March 3, 2020

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish March 17, 2020 as the Public Hearing date for a new microbrewery liquor license No. 7 for Oil City Beer Company, LLC d/b/a Oil City Beer Company, located at 4155 Legion Lane Unit 4 and 6.

Summary

An application has been received requesting a new microbrewery liquor license No. 7 for Oil City Beer Company, LLC d/b/a Oil City Beer Company, located at 4155 Legion Lane Unit 4 and 6. 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 is 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).


Financial Considerations



No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

February 19, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish March 17, 2020, as the Public Hearing Date for a New Microbrewery Liquor License No. 4 for Brewstory, LLC d/b/a Frontier Brewing Co, Located at 117 East 2nd Street.

Meeting Type & Date

Regular Council Meeting
March 3, 2020

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish March 17, 2020 as the Public Hearing date for a new microbrewery liquor license No. 4 for Brewstory, LLC, d/b/a Frontier Brewing Co, Located at 117 East 2nd Street.

Summary

An application has been received requesting a new microbrewery liquor license No. 4 for Brewstory, LLC, d/b/a Frontier Brewing Co., located at 117 East 2nd Street. If approved, this license would be effective in the new liquor license period starting April 1, 2020.

Currently, Brewstory, LLC d/b/a Frontier Brewing Co. has an active liquor license at this address. During the renewal process Brewstory did turn in an application to renew their liquor license. In order to qualify for the renewal, leases must go through the liquor license period, in this case that would be April 1, 2020 through March 31, 2021. Brewstory's lease expired on April 1, 2020. The owners communicated to city staff their plans on moving their business and going to a month to month lease. At that time, it was communicated to the owners the renewal could not move forward unless the lease was extended through the next liquor license year. On February 10, 2020 the applicant reached out requesting to renew their liquor license, having made the necessary changes to the lease. Because of Wyoming State Statutes rules of publishing, city staff was not able to process and publish the renewal application to go with the regular renewals. Staff spoke with Council leadership regarding the process that could be taken to provide a microbrewery license to them again and then worked with Brewstory, LLC to obtain an application for a new license. Their current license will expire on March 31, 2020, and the new license, if approved, would start on April 1, 2020; there will be no lapse in service.

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).

Financial Considerations

No Financial Considerations


Oversight/Project Responsibility


Carla Mills-Laatsch, Licensing Specialist

Attachments

None

February 14, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Vacation, Replat, Zone Change and Subdivision Agreement for the Garden Creek Square Addition No. 2

Meeting Type & Date:

Regular Council Meeting, March 3, 2020

Action Type:

Public hearing and first reading on ordinance

Recommendation:

That Council, by ordinance, approve a vacation and replat creating the Garden Creek Square Addition No. 2, a zone change of said Addition to R-4 (High Density Residential), and the Garden Creek Square Addition No. 2 Subdivision Agreement.

Summary:

Application has been made to vacate and replat the Garden Creek Square Addition to create the Garden Creek Square Addition No.2, comprising 7.49 acres, more or less. The plat is vacating the Garden Creek Square subdivision, and creating a new, two (2) lot subdivision in its place. Existing land uses in the immediate area include multifamily residential, single family residential, commercial, and park/open space.

In a companion item, a request has been made to rezone proposed Lot 1 of the subdivision from PUD (Planned Unit Development) to R-4 (High Density Residential). Proposed Lot 2 is zoned C-2 (General Business), and will remain zoned as is. In September of 2019 the Planning and Zoning Commission approved a rezone of proposed Lot 2 from PUD (Planned Unit Development) to C-2 (General Business), which was also supported and approved by the City Council. The purpose of that zone change was to facilitate the development of a forty-nine (49) unit, multifamily, senior housing project on the property. A site plan for the senior housing project has been submitted to the City, and is in the process of being reviewed by staff.

As a PUD, the original Garden Creek Plaza site plan from 1999 laid out the Garden Creek Square Addition for the development of a seven (7) unit, multi-tenant commercial building, and eighteen (18) attached, single-family residential (twinhome) dwelling units. The plan was never implemented. The purpose of the proposed vacation, replat and zone change is to rescind the previous development plan and layout of the property, and to create a single lot (Lot 1) that a future developer can design according to their own vision. In general, staff supports the rezoning of PUD (Planned Unit Development) properties, in order to facilitate development in a more

straightforward manner, according to the Municipal Code, without the added complexity inherent in PUD's.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in a transition area between an area designated as a "neighborhood center," and the area along Garden Creek designated as "Parks and Open Space." Page 4-32 of the Plan provides general characteristics of areas designated as neighborhood centers, which typically include low-scale commercial uses and supporting multifamily residential. A zone change to R-4 (High Density Residential) is consistent with the desired future land use of the area, as well as existing land uses in the immediate area.

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

Goal ECH1-4 – **Housing Space**: Promote land use patterns that provide adequate housing of all types, supported by integrated parks and services. (Pg. 3-5)

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

The Municipal Code lists the following land uses as being permitted in the proposed R-4 (High Density Residential) zoning district:

- A. Assisted living;
- B. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- C. Conventional site-built and modular two-family dwellings;
- D. Conventional site-built and modular multifamily dwellings;
- E. Conventional site-built and modular condominiums for residential use;
- F. Conventional site-built and modular townhomes for residential use;
- G. Bed and breakfast;
- H. Bed and breakfast homestay;
- I. Boarding/rooming houses;
- J. Churches;
- K. Day-care, adult;
- L. Family child care home;

- M. Group homes;
- N. Nursing homes;
- O. Parks, playgrounds, golf courses, and similar recreational activities operated and used primarily during daylight hours;
- P. Schools, public, parochial, and private elementary, junior and senior high;
- Q. Neighborhood assembly uses;
- R. Branch community facilities;
- S. Neighborhood grocery;
- T. Personal service shops;
- U. Professional offices with fewer than twenty employees;
- V. Coffee shops, cafes and restaurants without drive-up windows;
- W. Sundry shops and specialty shops.

The Planning and Zoning Commission voted to support the replat and zone change after a public hearing on January 16, 2020. There were no public comments presented regarding this case. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

None

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing plats and zone changes

Attachments:

Location/Zoning Map

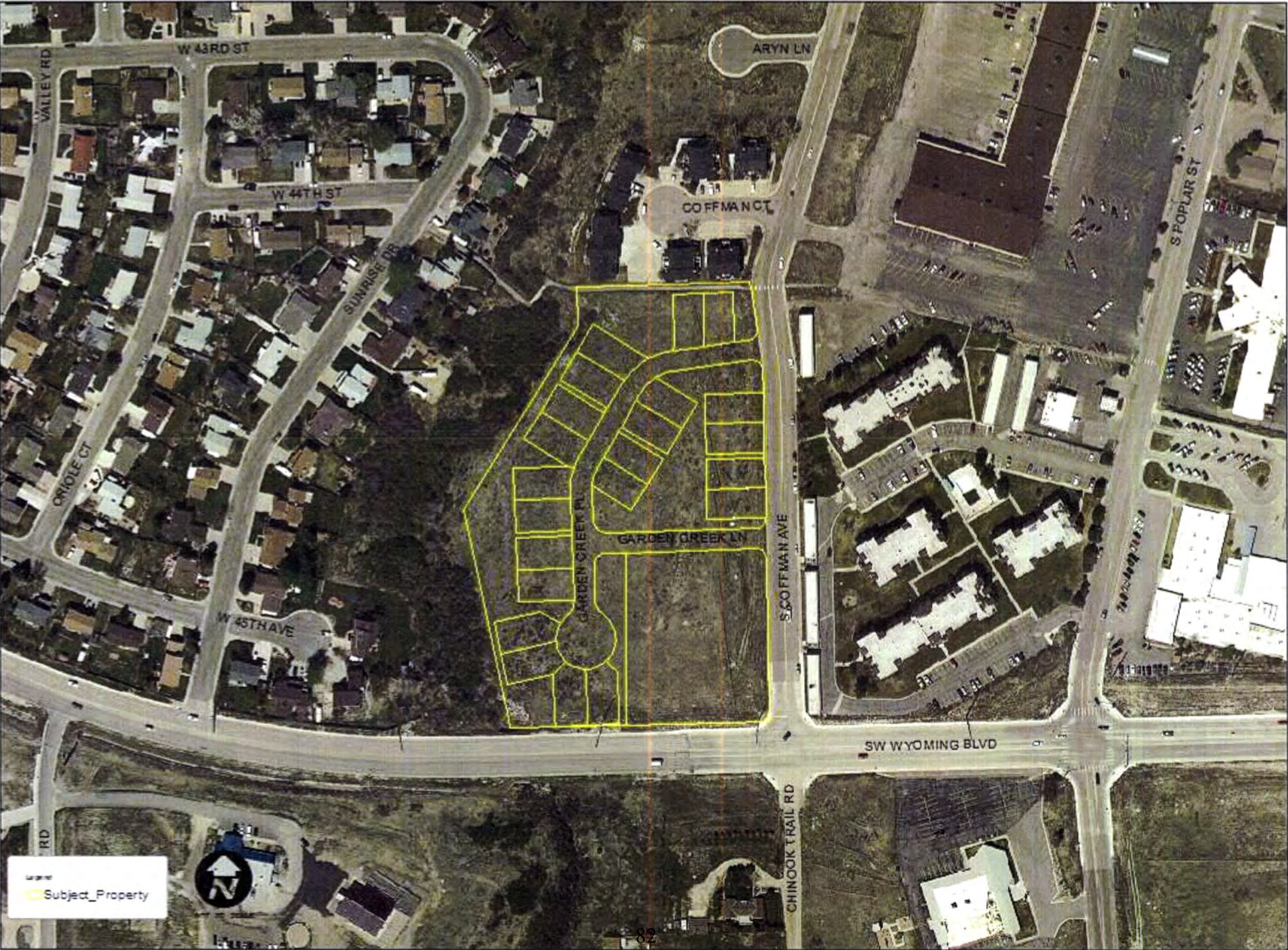
Plat

Ordinance

Garden Creek Square No. 2 Subdivision Agreement

Citizen Correspondence

Garden Creek Square Addition No. 2



CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

THE UNDERSIGNED, JGV, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND CURRENTLY KNOWN AS GARDEN CREEK SQUARE ADDITION, RECORDED DECEMBER 7, 1999 AS INSTRUMENT NO. 645941 SITUATE IN THE SE1/4 SW1/4 OF SECTION 20, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL AND GARDEN CREEK SQUARE ADDITION, LOCATED ON THE WEST LINE OF COFFMAN AVENUE, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE AND A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 06°35'22", A DISTANCE OF 6.90 FEET, HAVING A CHORD BEARING OF S09°24'18"E, A DISTANCE OF 6.90 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S07°41'43"E, ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE, A DISTANCE OF 143.59 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE S01°16'10"E, ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE, A DISTANCE OF 585.96 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE S43°37'22"W, ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE, A DISTANCE OF 19.84 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE NORTH LINE OF WYOMING BOULEVARD, MONUMENTED BY A BRASS CAP;

THENCE S88°30'55"W, ALONG THE SOUTH LINE OF SAID ADDITION AND THE NORTH LINE OF WYOMING BOULEVARD, A DISTANCE OF 428.81 FEET TO THE SOUTHWEST CORNER OF SAID ADDITION AND THE SOUTHWEST CORNER OF THE CITY OF CASPER PARK AREA, MONUMENTED BY A BRASS CAP;

THENCE N11°59'18"W, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 381.24 FEET TO AN ANGLE POINT MONUMENTED BY A BRASS CAP;

THENCE N31°50'12"E, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 369.84 FEET, TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N02°17'45"W, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 66.71 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N88°44'20"E, ALONG THE NORTH LINE OF SAID ADDITION AND THE SOUTH LINE OF THE GARDEN CREEK VILLAGE ADDITION, A DISTANCE OF 295.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 7.49 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "GARDEN CREEK SQUARE ADDITION NO. 2" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AND "DRAINAGE & PEDESTRIAN WAY EASEMENT" AND "20' DRAINAGE & ACCESS EASEMENT" AS SHOWN ON THIS PLAT. THE AREAS DESIGNATED AS "12' DRAINAGE & PEDESTRIAN WAY EASEMENT" AND "20' DRAINAGE & ACCESS EASEMENT" ARE DEDICATED TO THE USE OF THE PUBLIC AS AN ACCESS TO THE EXISTING OPEN SPACE ALONG GARDEN CREEK. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

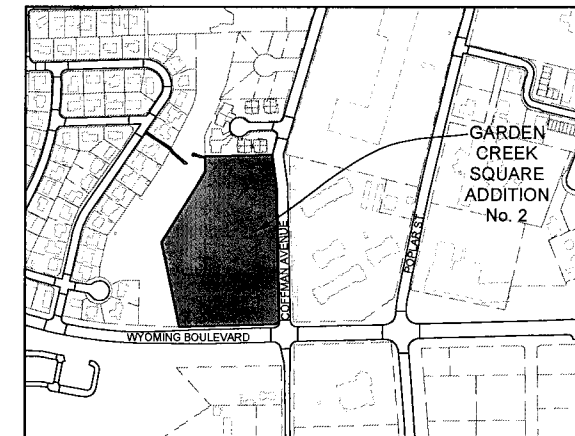
J.G.V., LLC
 222 WEST B STREET, #101
 CASPER, WY 82601

LAUREL LUNSTRUM - MANAGING PARTNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LAUREL LUNSTRUM, MANAGING PARTNER OF J.G.V., LLC, THIS ____ DAY OF _____, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC



VICINITY MAP
 NO SCALE

APPROVALS

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

ATTEST: _____ SECRETARY _____ CHAIRMAN

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

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS ____ DAY OF _____, 2020.

INSPECTED AND APPROVED THIS ____ DAY OF _____, 2020.

INSPECTED AND APPROVED THIS ____ DAY OF _____, 2020.

INSPECTED AND APPROVED THIS ____ DAY OF _____, 2020.

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:150,631.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'13.2466", AND THE COMBINED FACTOR IS 0.9997633.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____



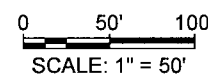
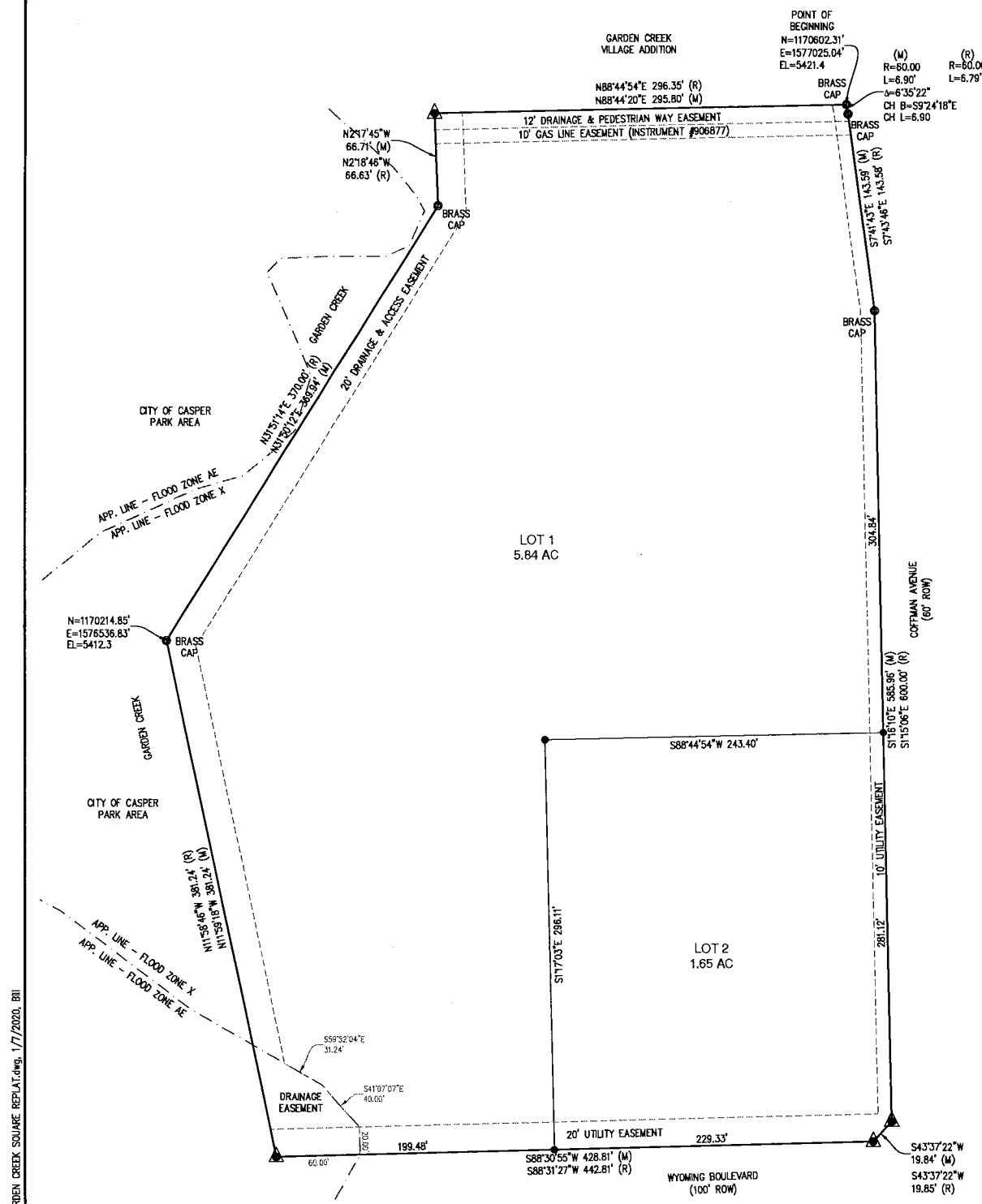
 NOTARY PUBLIC

VACATION AND REPLAT OF
 GARDEN CREEK SQUARE ADDITION

AS

GARDEN CREEK SQUARE ADDITION NO. 2

AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE SE1/4 SW1/4
 OF SECTION 20 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY WYOMING
 DECEMBER, 2019



LEGEND

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



Civil Engineering Professionals, Inc.
 6090 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

M:\Land 2019\Engineering\19-047 Mecrowland_Vista_Apis\Survey Plats\GARDEN CREEK SQUARE REPLAT.dwg, 1/7/2020, B11

**GARDEN CREEK SQUARE ADDITION NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. J.G.V., LLC, 222 West B Street, #101, Casper, Wyoming 82601 (“Owner”).

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat a portion of Tract F and All of Tract G, H and Lots 1-32, Greenway Park II as, Greenway Park III Addition, and request for rezoning from entirely PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4.
- C. A plat of Greenway Park III Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. The City of Casper/Garden Creek Plaza LLC Site Plan Agreement, dated August 17, 1999, (Instrument #642080) is hereby rescinded, and of no further force or effect upon the rezoning of the Garden Creek Square Addition No. 2.
- b. The City of Casper/Garden Creek Square Subdivision Agreement dated November 4, 1999, (Instrument #645942) is hereby superseded by the Garden Creek Square No. 2 Subdivision Agreement.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

J.G.V., LLC
222 West B Street, #101
Casper, Wyoming 82601

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
J.G.V., LLC

By: Lynne Lovelace

By: Laurel L. Lunstrom

Printed Name: Lynne Lovelace

Printed Name: Laurel L. Lunstrom

Title: member

Title: Managing Partner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of February, 2020, by Laurel Lunstrum, Managing Partner of J.G.V., LLC.

(Seal, if any)



Karrie G. Olives
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: March 19, 2020]

ORDINANCE NO. 4-20

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

WHEREAS an application has been made to vacate and replat the Garden Creek Square Addition to create the Garden Creek Square Addition No. 2; and,

WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to R-4 (High Density Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

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

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

SECTION 1:

That the above-described zone change is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:


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

PASSED on 1st reading the ____ day of _____, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

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

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

FEB 25 2020

Dee Ann Hardy

From: S. E. Zigliotto <szigliotto@gmail.com>
Sent: Tuesday, February 25, 2020 12:07 PM
To: Dee Ann Hardy
Subject: Comments/Questions for Reading: Garden Creek Square Addition No.2 Concerns
Attachments: garden creek condo proj. 02.25.2020.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I am not able to be in Casper to attend the meeting for March 3rd, so this email contains my concerns/questions I want to be read and addressed at the meeting.

Best Regards,
S. E. Zigliotto
4440 S Poplar Unit 104
Casper, WY 82601
650.722.1850

FEB 25 2020

March 25, 2020

Comments to be read at meeting

Garden Creek Square Addition No 2 (including zone change)

I am an owner of a condo at the Pine Tree Condominiums directly impacted by this project.

Within the last 2 years, Coffman Street has seen vastly increased traffic congestion becoming a major traffic way. There is no traffic light at the end of Coffman to enter onto WY Blvd. Some of our units do not have garages and park autos on Coffman street. Here are my concerns:

1. TRAFFIC INCREASING – WHAT CONTROLS HAVE BEEN PLANNED
2. LEVEL OF NOISE INCREASE
3. HOW WILL VISITOR PARKING OVERFLOW BE ADDRESSED
4. PEOPLE LEAVING GARBAGE IN OUR BINS



5. 5-10 YEARS FROM NOW, WHO WILL CARE FOR THAT PROPERTY
6. HOW WILL CLEANLINESS OF PROPERTY BE ADDRESSED EACH DAY
7. WHO IS APPROVING THE QUALITY OF THE BUILDINGS AS THEY ARE CONSTRUCTED

8. ****HOW WILL THE CREEK BRIDGE AND WALKING PATH BE ADDRESSED THAT THE CHILDREN NEED TO CROSS TO WALK TO SCHOOL EACH DAY****
(the path and bridge are separating this project from the existing Coffman Ct. condominiums)

9. ARE THERE ANY PLANS FOR WALKING PATHS IN THE NEW PLAN

S. E. Zigliotto
4440 S Poplar St.

February 14, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Vacation, Replat,
Zone Change and Subdivision Agreement for the Greenway Park III Addition

Meeting Type & Date:

Regular Council Meeting, March 3, 2020

Action Type:

Public hearing and first reading on ordinance

Recommendation:

That Council, by ordinance, approve a vacation and replat creating the Greenway Park III Addition, a zone change of said Addition to PUD (Planned Unit Development), R-3 (One to Four Unit Residential) and R-2 (One Unit Residential), and the Greenway Park III Addition Subdivision Agreement.

Summary:

Preserve Casper, LLC has applied to vacate and replat the remaining, undeveloped, third phase of the Greenway Park PUD (Planned Unit Development), and to rezone the area to remove it from the 59-acre Greenway Park PUD (Planned Unit Development). The Greenway Park PUD (Planned Unit Development), also known as "The Preserve" is located north of East 21st Street and east of Missouri Avenue. Subsequent to the initial approval of the Greenway Park PUD in 2008, the Phase I site plan was approved in 2009, and the Phase II site plan was approved in 2012. The first two phases of the PUD consist of multifamily apartment buildings, and the final phase was designed as a transition from apartments on the west side, to single-family residential on the east side of the project. The original PUD presented a concept for Phase III, which the developer referred to at the time as "Mansion Homes." Mansion homes were described as multi-family structures, consisting of three (3) dwelling units, and constructed to appear as a large, single-family residential structure. Additionally, the original PUD also provided for 2-6 unit, two-story townhomes in the final phase. To address the transition of more intense land use to the existing single-family homes to the east of Greenway Park, the PUD originally designed a landscaped buffer/separation along the eastern edge of the development, directly adjacent to the Rustic Ridge single-family residential development. The PUD also specified that only single-family residential dwellings would be located in that area.

The Municipal Code allows for a maximum residential density of twenty-four (24) dwelling units per acre for Planned Unit Developments (PUD's), which would have allowed up to 1,400 dwelling units to be constructed in Greenway Park. Although 1,400 dwelling units would have been allowed, the developer requested, and obtained approval for only 429 dwelling units. Out

of 429 dwelling units, the first two phases consisted of a total of 368 dwelling units, leaving sixty-one (61) dwelling units remaining for development. This proposal, if approved, will create fifty-four (54) lots, fewer than what is now permitted. Of those fifty-four (54) dwelling units, thirty-five (35) will be zoned R-2 (One Unit Residential). The twenty-two (22) R-3 (One to Four Unit Residential) lots will be located west of the single-family homes. The applicant plans to develop the R-3 (One to Four Unit Residential) lots as attached single-family residential units, otherwise commonly referred to as “twinhomes.”

The lot sizes of all proposed lots in Greenway Park III exceed the City’s minimum lot size requirement of 4,000 square feet in both the R-2 (One Unit Residential) and R-3 (One to Four Unit Residential) zoning districts. Maximum block lengths comply with the City’s regulations with the exception of the areas where existing structures/homes prevent the extension of streets. The Municipal Code does allow for exceptions to the block length standards in those instances.

A traffic study was completed with previous Greenway Park approvals, which, at the time, anticipated more dwelling units than are now being proposed. The traffic study concluded that all intersections within the study area are currently operating at a Level of Service (LOS) of A, and are expected to continue to operate at a LOS of A in the year 2040, following the completion of the development. Furthermore, no warrants for the addition of a traffic signal were met as a result of the development, and no adverse traffic impacts were noted. When the Greenway Park PUD (Planned Unit Development) was initially approved, a traffic study identified a need for a traffic light at the intersection of East 15th Street and South Missouri, which the developer paid for and has been installed.

Previous phases of development within Greenway Park have been contentious with the neighbors to the east. Likewise, staff has been bombarded with neighborhood interest concerning this proposal as well. Most of the neighbors’ concerns center around their desire to maintain the views from their properties, looking to the west. Inquiries have been made by some as to whether height limitations could be imposed by the City to ensure their views are maintained. In response, staff has informed the neighbors that it would be improper to impose conditions or restrictions, based on zoning, that are not generally applied across the board to other properties in the City that are zoned the same. Instead, staff has suggested that the neighbors work directly with the developer to determine if there is an opportunity to restrict heights of structures on the properties, through some type of deed restriction, or private view shed “easement.” The developer is under no obligation to do so, however, and could decline, or ask the neighbors for some type of financial compensation, or other consideration if desired. It should be noted that there is an estimated fifteen (15) to twenty (20) feet of elevation difference between Rustic Ridge and the location in Greenway Park III where the houses would be constructed. Further, the developer has voluntarily created a fifty-five (55) foot wide no-disturbance area directly adjacent to Rustic Ridge where no structures or grading/dirt work will be permitted.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as a "Neighborhood 3." Page 4-31 of the Plan provides general characteristics of areas designated as a "Neighborhood 3." Primary land uses expected within this designation include attached, single-and multifamily dwellings, including duplexes, townhomes, and similar dwellings, at higher densities.

The Municipal Code lists the following land uses as being permitted in the proposed R-2 (One Unit Residential) zoning district:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

The Municipal Code lists the following land uses as being permitted in the proposed R-3 (One to Four Unit Residential) zoning district:

- A. Conventional site-build single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Conventional site-built and modular two-family dwellings;
- C. Conventional site-built and modular multifamily dwellings consisting of not over four individual dwelling units;
- D. Conventional site-built and modular condominiums for residential use consisting of not over four individual dwelling units;
- E. Conventional site-built and modular townhomes for residential use consisting of not over four individual dwelling units;
- F. Day-care, adult;

- G. Family child care home;
- H. Reserved;
- I. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- J. Schools, public, parochial, and private elementary, junior and senior high;
- K. Neighborhood assembly uses;
- L. Branch community facilities;
- M. Neighborhood grocery;
- N. Group home;
- O. Church.

The Planning and Zoning Commission voted to support this case after a public hearing on January 16, 2020. Numerous public comments were received opposing the development, with the majority of concerns centering on the potential for the single-family structures along the east edge of the development to block their views from the Rustic Ridge Subdivision. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

None

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing plats and zone changes

Attachments:

Location/Zoning Map

Plat

Ordinance

Greenway Park III Subdivision Agreement

Planning Commission Packet and Exhibits

Greenway Park III Addition

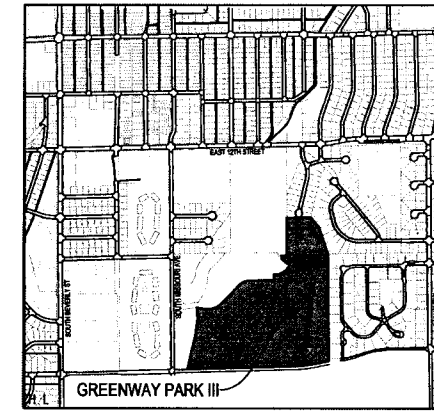


CERTIFICATE OF DEDICATION

STATE OF WYOMING } ss
COUNTY OF NATRONA

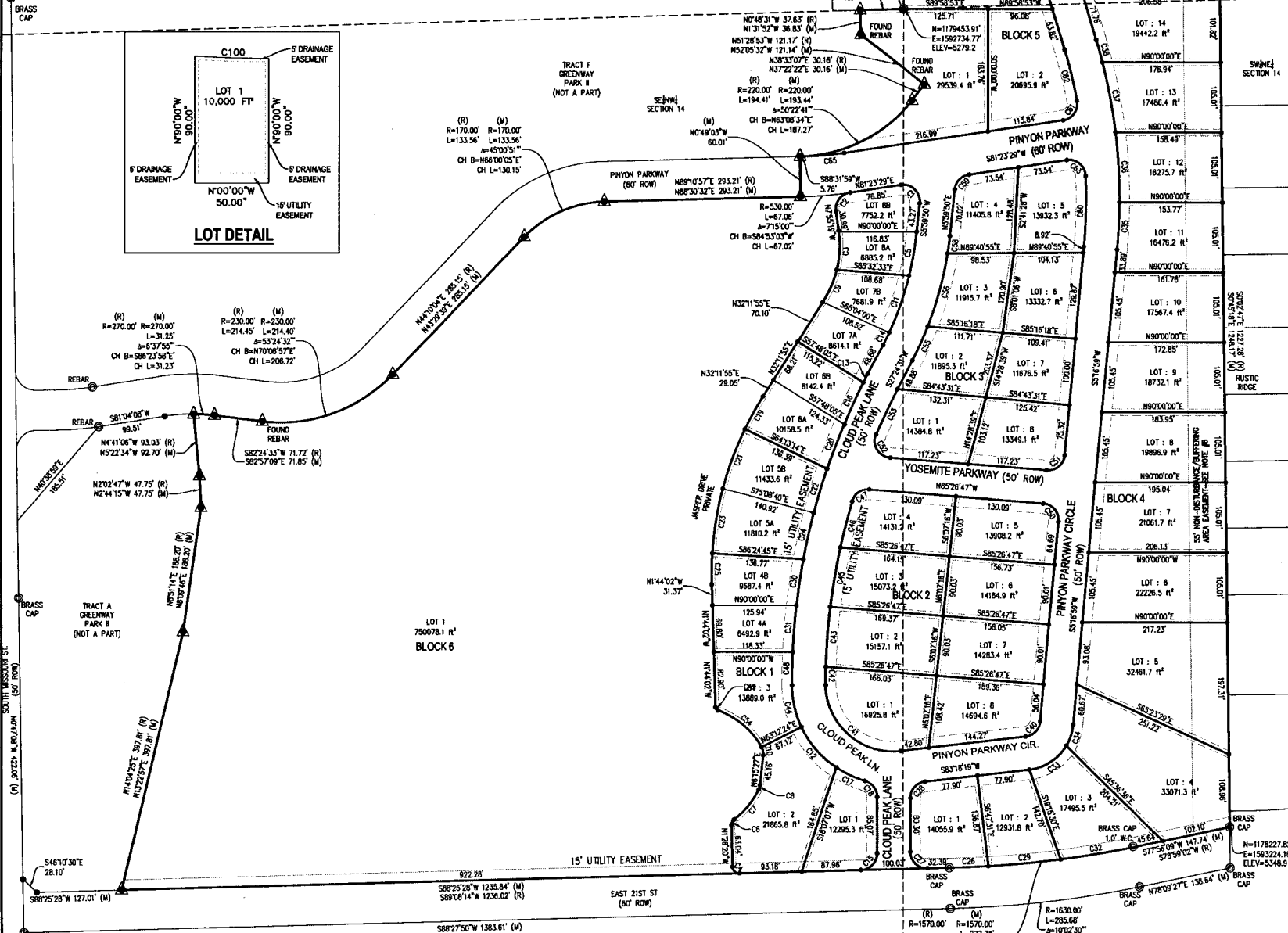
THE UNDERSIGNED, PRESERVE CASPER, LLC AND HAYSTACK PROPERTIES, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCELS OF LAND BEING TRACTS G, H AND LOTS 1 - 32, GREENWAY PARK II ADDITION TO THE CITY OF CASPER, RECORDED APRIL 30, 2009 AS INSTRUMENT NO. 065574, SITUATE IN THE SE1/4, SW1/4 AND THE NW1/4 OF SECTION 14, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C-1/4 CORNER OF SAID SECTION 14, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;
THENCE 00°41'01"W, ALONG THE WEST LINE OF GREENWAY PARK NO. II ADDITION, A DISTANCE OF 442.62 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;
THENCE N89°19'57"E, ALONG THE NORTH LINE OF GREENWAY PARK NO. II ADDITION AND THE SOUTH LINE OF RUSTIC PINES ADDITION, A DISTANCE OF 280.21 FEET TO THE NORTHEAST CORNER OF THE PARCEL, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;
THENCE S39°41'07"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 150.26 FEET, TO AN ANGLE POINT MONUMENTED BY A BRASS CAP;
THENCE S18°19'26"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 324.71 FEET, TO AN ANGLE POINT ALSO BEING THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION, MONUMENTED BY A BRASS CAP;
THENCE S00°45'18"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF RUSTIC RIDGE ADDITION, A DISTANCE OF 1248.17 FEET, TO THE SOUTHWEST CORNER OF TRACT H, GREENWAY PARK NO. II ADDITION, LOCATED ON THE NORTH LINE OF EAST 21st STREET, MONUMENTED BY A BRASS CAP;
THENCE S77°56'09"W, ALONG THE SOUTH LINE OF TRACT H, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21st STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'06", A DISTANCE OF 277.72 FEET, WITH A CHORD BEARING OF S83°35'49"W, A DISTANCE OF 277.35 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP WITNESS CORNER;
THENCE CONTINUING ALONG THE SOUTH LINE OF TRACT G, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21st STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'06", A DISTANCE OF 277.72 FEET, WITH A CHORD BEARING OF S83°35'49"W, A DISTANCE OF 277.35 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE S88°25'28"W, CONTINUING ALONG THE SOUTH LINE OF TRACT G, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21st STREET, A DISTANCE OF 1235.84 FEET TO THE SOUTHWEST CORNER OF SAID TRACT G AND THE SOUTHWEST CORNER OF TRACT A, GREENWAY PARK II ADDITION, MONUMENTED BY A BRASS CAP;
THENCE N13°22'57"E, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 397.81 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;
THENCE N08°19'48"E, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 188.20 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;
THENCE N02°44'15"W, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 47.75 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;
THENCE N05°22'34"W, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 92.70 FEET TO THE NORTHWEST CORNER OF SAID TRACT A AND THE NORTHEAST CORNER OF SAID TRACT A, LOCATED ON THE SOUTH LINE OF PINYON PARKWAY, MONUMENTED BY A BRASS CAP;
THENCE IN A SOUTHEAST DIRECTION ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 06°37'55", A DISTANCE OF 31.25 FEET WITH A CHORD BEARING OF S86°23'58"E, A DISTANCE OF 31.23 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE S82°57'09"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 71.85 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 53°24'32", A DISTANCE OF 21.40 FEET WITH A CHORD BEARING OF N70°08'57"E, A DISTANCE OF 206.72 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE N43°29'38"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 285.15 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'51", A DISTANCE OF 133.56 FEET WITH A CHORD BEARING OF N66°00'05"E, A DISTANCE OF 130.15 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE N88°30'32"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 293.21 FEET TO A POINT, MONUMENTED BY A BRASS CAP;
THENCE N00°49'03"W, ACROSS PINYON PARKWAY, A DISTANCE OF 80.01 FEET TO A POINT OF CURVATURE LOCATED ON THE NORTH LINE OF SAID PINYON PARKWAY, MONUMENTED BY A BRASS CAP;
THENCE IN A NORTHEAST DIRECTION, ALONG THE SOUTHEASTERNLY LINE OF TRACT F, GREENWAY PARK II ADDITION, AND A CURVE TO THE LEFT, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 50°22'41", A DISTANCE OF 193.44 FEET, WITH A CHORD BEARING OF N63°08'34"E, A DISTANCE OF 187.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE N37°22'22"E, ALONG THE SOUTHEASTERNLY LINE OF SAID TRACT F, A DISTANCE OF 30.16 FEET TO THE SOUTHWEST CORNER OF LOT 1, GREENWAY PARK II ADDITION, MONUMENTED BY A BRASS CAP;
THENCE N52°05'32"W, ALONG THE SOUTHWESTERNLY LINE OF SAID LOT 1, GREENWAY PARK II ADDITION, A DISTANCE OF 121.14 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;
THENCE N01°31'52"W, ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID TRACT F, A DISTANCE OF 36.83 FEET TO THE NORTHWEST CORNER OF THE PARCEL, AND THE NORTHEAST CORNER OF SAID TRACT F, MONUMENTED BY A BRASS CAP;
THENCE N88°18'01"E, ALONG THE NORTH LINE OF GREENWAY PARK II ADDITION, A DISTANCE OF 65.13 FEET TO THE POINT OF BEGINNING.



VICINITY MAP 1"=1000'

Table with 2 columns: CURVE TABLE and CURVE TABLE. Each table has 5 sub-tables with columns: CURVE #, RADIUS, ARC LENGTH, DELTA, CH B, CH L. It lists various curve data for the project.



APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING THIS ____ DAY OF ____ 2020.
ATTEST: SECRETARY CHAIRMAN
APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. ____ DULY PASSED, ADOPTED AND APPROVED THIS ____ DAY OF ____ 2020.
ATTEST: CITY CLERK MAYOR
INSPECTED AND APPROVED THIS ____ DAY OF ____ 2020. CITY ENGINEER
INSPECTED AND APPROVED THIS ____ DAY OF ____ 2020. CITY SURVEYOR

NOTES

- 1. ERROR OF CLOSURE EXCEEDS 1:968,711.
- 2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, MAD 1983/86.
- 3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'36.6152", AND THE COMBINED FACTOR IS 0.9997769.
- 4. ALL DISTANCES ARE GROUND.
- 5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.
- 6. NO EARTH MOVING ACTIVITIES OR STRUCTURES WILL BE ALLOWED IN THE 55' WIDE NON-DISTURBANCE/BUFFERING AREA LOCATED ALONG THE EAST LINE OF BLOCK 4.

HAYSTACK PROPERTIES, LLC
10375 PARK MEADOWS DRIVE
LONE TREE, CO 80124

DON BERLAND - MANAGING PARTNER
HAYSTACK PROPERTIES, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DON BERLAND, MANAGING PARTNER HAYSTACK PROPERTIES, LLC, THIS ____ DAY OF ____ 2020.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES ____

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss
COUNTY OF NATRONA

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, MAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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

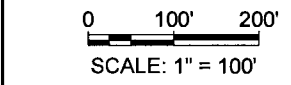
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES ____

NOTARY PUBLIC



VACATION AND REPLAT OF TRACTS G, H AND LOTS 1 - 32 GREENWAY PARK II ADDITION AS GREENWAY PARK III ADDITION

AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE SE1/4, SW1/4, AND NW1/4 OF SECTION 14 T.33N., R.79W., 6TH P.M., NATRONA COUNTY WYOMING DECEMBER, 2019



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

**GREENWAY PARK III
SUBDIVISION AGREEMENT**

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

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Preserve Casper, LLC, 10375 Park Meadows Drive, Lone Tree, Colorado 80124 ("Owner").
3. Haystack Properties, LLC, 10375 Park Meadows Drive, Lone Tree, Colorado 80124 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat a portion of Tract F and All of Tract G, H and Lots 1-32, Greenway Park II as, Greenway Park III Addition, and request for rezoning from entirely PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4.
- C. A plat of Greenway Park III Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.
- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

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

sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

- e. **Amendment:** No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. **Waiver:** Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. **No Third-Party Beneficiary Rights:** The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Preserve Casper, LLC &
Haystack Properties, LLC,
10375 Park Meadows Drive
Lone Tree, Colorado 80124

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Walker Tremont N

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

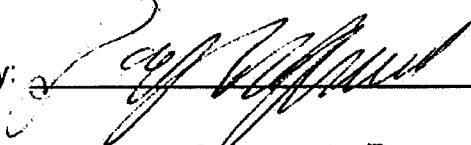
Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
Preserve Casper, LLC

By: _____

By:  _____

Printed Name: _____

Printed Name: Donald B. Berland

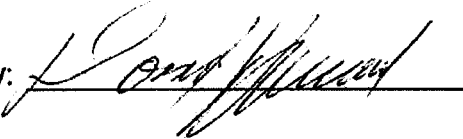
Title: _____

Title: Manager

WITNESS:

OWNER
Haystack Properties, LLC

By: _____

By:  _____

Printed Name: _____

Printed Name: Donald B. Berland

Title: _____

Title: Manager

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on this 27th day of February, 2020, by Don Berland, Managing Partner for Preserve Casper, LLC.

IRIANA Y. CERVANTES CONTRERAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194035633
MY COMMISSION EXPIRES 09/17/2023

(Seal, if any)

[Signature]
(Signature of notarial officer)

Notary Public
Title (and Rank)

[My Commission Expires: 09/17/23]

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Don Berland, Managing Partner for Haystack Properties, LLC.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

ORDINANCE NO. 5-20

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED GREENWAY PARK III ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat a portion of Tract F and All of Tract G, H, and Lots 1-32, Greenway Park II as, Greenway Park III Addition; and,

WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) for Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4; and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this vacation, replatting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

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

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

SECTION 1:

That the above-described zone change is hereby approved as follows:

- Lot 1, Block 6 – PUD (Planned Unit Development)
- Blocks 1 & 5 – R-3 (One to Four Unit Residential)
- Blocks 2, 3 & 4 – R-2 (One Unit Residential)

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

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

APPROVED AS TO FORM:



ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

January 10, 2020

MEMO TO: Chairman & Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-20-004-RZ** – Petition to vacate and replat a portion of Tract F and All of Tract G, H and Lots 1-32, Greenway Park II as, Greenway Park III Addition, and request for rezoning from entirely PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4. Said subdivision is located generally north of East 21st Street, and east of Missouri Avenue. Applicant: Preserve Casper, LLC.

Recommendation on the replat:

If, after the required public hearing, the Planning and Zoning Commission finds that the requested replat meets the minimum requirements of the Casper Municipal Code, staff would recommend that the Planning and Zoning Commission approve the replat and forward it to the City Council with a “do pass” recommendation.

Recommendation on the zone change:

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

- Lot 1, Block 6 – PUD (Planned Unit Development)
- Blocks 1 & 5 – R-3 (One to Four Unit Residential)
- Blocks 2, 3 & 4 – R-2 (One Unit Residential)

Code Compliance:

Staff has completed all requirements of Section 16.24 and Section 17.12.170 of the Casper Municipal Code pertaining to plats and zone changes, including notification of property owners within three hundred (300) feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. **At the time the staff report was prepared, staff had received three (3) letters of opposition. If any additional comments are received, they will be provided to the Commission at the meeting.**

Summary:

Preserve Casper, LLC has applied to vacate and replat the remaining, undeveloped, third phase of the Greenway Park PUD (Planned Unit Development), and to rezone the area to remove it from the 59-acre Greenway Park PUD (Planned Unit Development). The Greenway Park PUD (Planned Unit Development), also known as "The Preserve" is located north of East 21st Street and east of Missouri Avenue. Subsequent to the initial approval of the Greenway Park PUD in 2008, the Phase I site plan was approved in 2009, and the Phase II site plan was approved in 2012. The first two phases of the PUD consist of multifamily apartment buildings, and the final phase was designed as a transition from apartments on the west side, to single-family residential on the east side of the project. The original PUD presented a concept for Phase III, which the developer referred to at the time as "Mansion Homes." Mansion homes were described as multi-family structures, consisting of three (3) dwelling units, and constructed to appear as a large, single-family residential structure. Additionally, the original PUD also provided for 2-6 unit, two-story townhomes in the final phase. To address the transition of more intense land use to the existing single-family homes to the east of Greenway Park, the PUD originally designed a landscaped buffer/separation along the eastern edge of the development, directly adjacent to the Rustic Ridge single-family residential development. The PUD also specified that only single-family residential dwellings would be located in that area.

The Municipal Code allows for a maximum residential density of twenty-four (24) dwelling units per acre for Planned Unit Developments (PUD's), which would have allowed up to 1,400 dwelling units to be constructed in Greenway Park. Although 1,400 dwelling units would have been allowed, the developer requested, and obtained approval for only 429 dwelling units. Out of 429 dwelling units, the first two phases consisted of a total of 368 dwelling units, leaving sixty-one (61) dwelling units remaining for development. This proposal, if approved, will create fifty-four (54) lots, fewer than what is now permitted. Of those fifty-four (54) dwelling units, thirty-five (35) will be zoned R-2 (One Unit Residential). The twenty-two (22) R-3 (One to Four Unit Residential) lots will be located west of the single-family homes. The applicant plans to develop the R-3 (One to Four Unit Residential) lots as attached single-family residential units, otherwise commonly referred to as "twinhomes."

The lot sizes of all proposed lots in Greenway Park III exceed the City's minimum lot size requirement of 4,000 square feet in both the R-2 (One Unit Residential) and R-3 (One to Four Unit Residential) zoning districts. Maximum block lengths comply with the City's regulations with the exception of the areas where existing structures/homes prevent the extension of streets. The Municipal Code does allow for exceptions to the block length standards in those instances.

A traffic study was completed with previous Greenway Park approvals, which, at the time, anticipated more dwelling units than are now being proposed. The traffic study concluded that all intersections within the study area are currently operating at a Level of Service (LOS) of A, and are expected to continue to operate at a LOS of A in the year 2040, following the completion of the development. Furthermore, no warrants for the addition of a traffic signal were met as a result of the development, and no adverse traffic impacts were noted. When the Greenway Park

PUD (Planned Unit Development) was initially approved, a traffic study identified a need for a traffic light at the intersection of East 15th Street and South Missouri, which the developer paid for and has been installed.

Previous phases of development within Greenway Park have been contentious with the neighbors to the east. Likewise, staff has been bombarded with neighborhood interest concerning this proposal as well. Most of the neighbors' concerns center around their desire to maintain the views from their properties, looking to the west. Inquiries have been made by some as to whether height limitations could be imposed by the City to ensure their views are maintained. In response, staff has informed the neighbors that it would be improper to impose conditions or restrictions, based on zoning, that are not generally applied across the board to other properties in the City that are zoned the same. Instead, staff has suggested that the neighbors work directly with the developer to determine if there is an opportunity to restrict heights of structures on the properties, through some type of deed restriction, or private view shed "easement." The developer is under no obligation to do so, however, and could decline, or ask the neighbors for some type of financial compensation, or other consideration if desired. It should be noted that there is an estimated fifteen (15) to twenty (20) feet of elevation difference between Rustic Ridge and the location in Greenway Park III where the houses would be constructed. Further, the developer has voluntarily created a fifty-five (55) foot wide no-disturbance area directly adjacent to Rustic Ridge where no structures or grading/dirt work will be permitted.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as a "Neighborhood 3." Page 4-31 of the Plan provides general characteristics of areas designated as a "Neighborhood 3." Primary land uses expected within this designation include attached, single-and multifamily dwellings, including duplexes, townhomes, and similar dwellings, at higher densities.

The Municipal Code lists the following land uses as being permitted in the proposed R-2 (One Unit Residential) zoning district:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;

- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

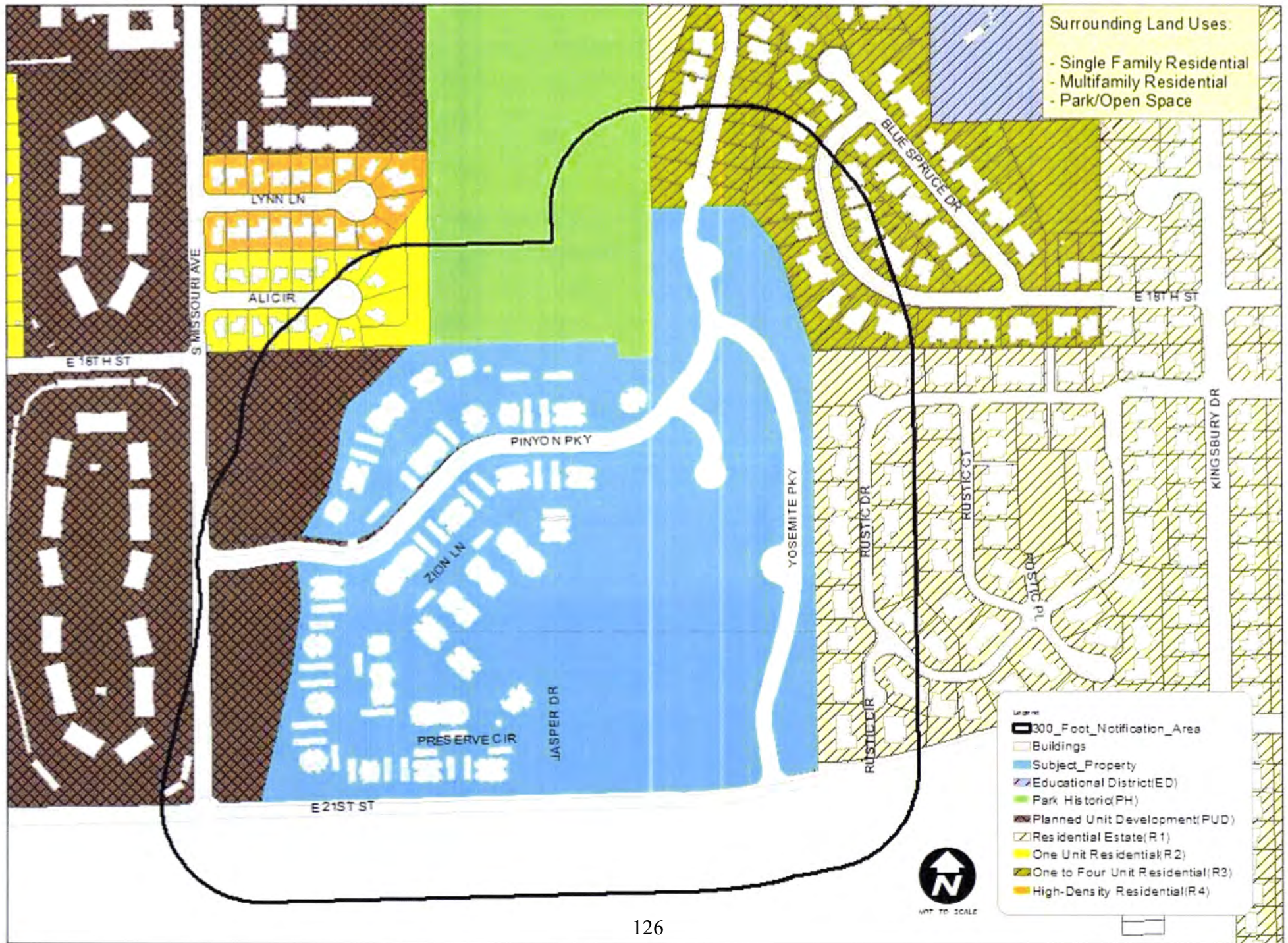
The Municipal Code lists the following land uses as being permitted in the proposed R-3 (One to Four Unit Residential) zoning district:

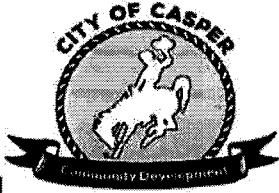
- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Conventional site-built and modular two-family dwellings;
- C. Conventional site-built and modular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

Greenway Park III Addition



Greenway Park III Addition





City of Casper Planning Division

Zone Change Application

OWNER/PETITIONER'S INFORMATION:

NAME: Preserve Casper, LLC Haystack Properties, LLC
 ADDRESS: 10375 Park Meadows Drive, Lone Tree CO, 80124
 TELEPHONE: 303-721-1981 EMAIL: dherland@berland.cc

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: Greenway Park III Addition
 STREET ADDRESS: 21st Street & Missouri
 FROM EXISTING ZONING DISTRICT: PUD
 TO PROPOSED ZONING DISTRICT: PUD Lot 1, Blk 6 - R-3 Block 1 & 5 R-2 Blocks 2, 3 & 4

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, I (WE) PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):

Develop for residential housing.

The following owner's signature, or agent, signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [Handwritten Signature]
 SIGNATURE OF PROPERTY OWNER: _____
 DATE: 12-17-2019

SUBMIT TO:
 Community Development Department
 Planning Division
 200 N David, RM 203
 Casper, WY 82601
 Phone: 307-235-8241
 Fax: 307-235-8362
 www.casperwy.gov
 E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - \$750 APPLICATION FEE (NON-REFUNDABLE)

FOR OFFICE USE ONLY:
 DATE SUBMITTED:
 REC'D BY: _____

CERTIFICATE OF DEDICATION

STATE OF WYOMING } SS
COUNTY OF NATRONA }

THE UNDERSIGNED, PRESERVE CASPER, LLC AND HAYSTACK PROPERTIES, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING TRACTS G, H AND LOTS 1 - 32, GREENWAY PARK II ADDITION TO THE CITY OF CASPER, RECORDED APRIL 30, 2009 AS INSTRUMENT NO. 865574, SITUATE IN THE SE¹/₄ NW¹/₄, SW¹/₄ NE¹/₄ OF SECTION 14, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C-N¹/₂ CORNER OF SAID SECTION 14, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N00°41'01"W, ALONG THE WEST LINE OF GREENWAY PARK II ADDITION, A DISTANCE OF 442.62 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, ALSO BEING THE NORTHWEST CORNER OF LOT 9, BLOCK 1, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N89°19'57"E, ALONG THE NORTH LINE OF GREENWAY PARK II ADDITION AND THE SOUTH LINE OF RUSTIC PINES ADDITION, A DISTANCE OF 280.21 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, ALSO BEING THE SOUTH EAST CORNER OF LOT 1, BLOCK 2, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S39°41'07"E, ALONG THE EAST LINE OF GREENWAY PARK II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 150.26 FEET, TO AN ANGLE POINT MONUMENTED BY A BRASS CAP;

THENCE S18°19'28"E, ALONG THE EAST LINE OF GREENWAY PARK II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 324.71 FEET, TO AN ANGLE POINT ALSO BEING THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S00°45'18"E, ALONG THE EAST LINE OF GREENWAY PARK II ADDITION AND THE WEST LINE OF RUSTIC RIDGE ADDITION, A DISTANCE OF 1248.17 FEET, TO THE SOUTHEAST CORNER OF TRACT H, GREENWAY PARK II ADDITION, LOCATED ON THE NORTH LINE OF EAST 21ST STREET, MONUMENTED BY A BRASS CAP;

THENCE S77°56'09"W, ALONG THE SOUTH LINE OF TRACT H, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21ST STREET, A DISTANCE OF 147.74 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP WITNESS CORNER;

THENCE CONTINUING ALONG THE SOUTH LINE OF TRACT G, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21ST STREET TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 100°08'00", A DISTANCE OF 277.72 FEET, WITH A CHORD BEARING OF S83°35'49"W, A DISTANCE OF 277.35 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S88°25'28"W, CONTINUING ALONG THE SOUTH LINE OF TRACT G, GREENWAY PARK II ADDITION AND THE NORTH LINE OF EAST 21ST STREET, A DISTANCE OF 1235.84 FEET TO THE SOUTHWEST CORNER OF SAID TRACT G AND THE SOUTHEAST CORNER OF TRACT A, GREENWAY PARK II ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N13°22'57"E, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 397.81 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N08°09'46"E, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 188.20 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N02°44'15"W, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 47.75 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N05°22'34"W, ALONG THE WEST LINE OF TRACT G AND THE EAST LINE OF TRACT A, GREENWAY PARK II ADDITION, A DISTANCE OF 92.70 FEET TO THE NORTHWEST CORNER OF SAID TRACT G AND THE NORTHEAST CORNER OF SAID TRACT A, LOCATED ON THE SOUTH LINE OF PINYON PARKWAY, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHEAST DIRECTION ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 03°37'52", A DISTANCE OF 31.25 FEET WITH A CHORD BEARING OF S86°23'58"E, A DISTANCE OF 31.23 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S82°57'09"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 71.85 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 53°24'32", A DISTANCE OF 214.40 FEET WITH A CHORD BEARING OF N70°08'57"E, A DISTANCE OF 206.72 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N43°29'39"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 285.15 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY AND A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'51", A DISTANCE OF 133.56 FEET WITH A CHORD BEARING OF N68°00'52"E, A DISTANCE OF 130.15 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N88°30'32"E, ALONG THE NORTH LINE OF SAID TRACT G AND THE SOUTH LINE OF PINYON PARKWAY, A DISTANCE OF 293.21 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE N00°49'03"W, ACROSS PINYON PARKWAY, A DISTANCE OF 60.01 FEET TO A POINT OF CURVATURE LOCATED ON THE NORTH LINE OF SAID PINYON PARKWAY, MONUMENTED BY A BRASS CAP;

THENCE IN A NORTHEAST DIRECTION, ALONG THE SOUTHEASTERLY LINE OF TRACT F, GREENWAY PARK II ADDITION AND A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 52°22'41", A DISTANCE OF 193.44 FEET, WITH A CHORD BEARING OF N63°08'34"E, A DISTANCE OF 187.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N37°22'22"E, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT F, A DISTANCE OF 30.16 FEET TO THE SOUTHWEST CORNER OF LOT 1, GREENWAY PARK II ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N52°05'32"W, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, GREENWAY PARK II ADDITION, A DISTANCE OF 121.14 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N01°31'57"W, ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID TRACT F, A DISTANCE OF 36.83 FEET TO THE NORTHWEST CORNER OF THE PARCEL, AND THE NORTHEAST CORNER OF SAID TRACT F, MONUMENTED BY A BRASS CAP;

THENCE N88°18'01"E, ALONG THE NORTH LINE OF GREENWAY PARK II ADDITION, A DISTANCE OF 65.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 40.82 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "GREENWAY PARK II ADDITION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

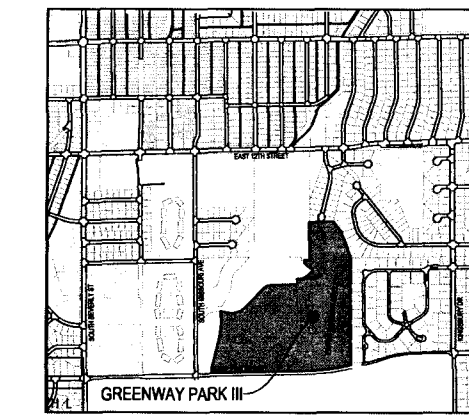
PRESERVE CASPER, LLC
10375 PARK MEADOWS DRIVE
LOME TREE, CO 80124

DON BERLAND - MANAGING PARTNER
PRESERVE CASPER, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DON BERLAND, MANAGING PARTNER OF PRESERVE CASPER, LLC, THIS ____ DAY OF ____ 2020.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES ____

NOTARY PUBLIC



APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING

THIS ____ DAY OF ____ 2020.

ATTEST: SECRETARY CHAIRMAN

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

ATTEST: CITY CLERK MAYOR

INSPECTED AND APPROVED THIS ____ DAY OF ____ 2020.

INSPECTED AND APPROVED THIS ____ DAY OF ____ 2020.

INSPECTED AND APPROVED THIS ____ DAY OF ____ 2020.

INSPECTED AND APPROVED THIS ____ DAY OF ____ 2020.

NOTES

- 1. ERROR OF CLOSURE EXCEEDS 1:968,711.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'38.8152", AND THE COMBINED FACTOR IS 0.9997769.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.
6. NO EARTH MOVING ACTIVITIES OR STRUCTURES WILL BE ALLOWED IN THE 55' WIDE NON-DISTURBED BUFFERING AREA LOCATED ALONG THE EAST LINE OF BLOCK 4.

HAYSTACK PROPERTIES, LLC
10375 PARK MEADOWS DRIVE
LOME TREE, CO 80124

DON BERLAND - MANAGING PARTNER
HAYSTACK PROPERTIES, LLC

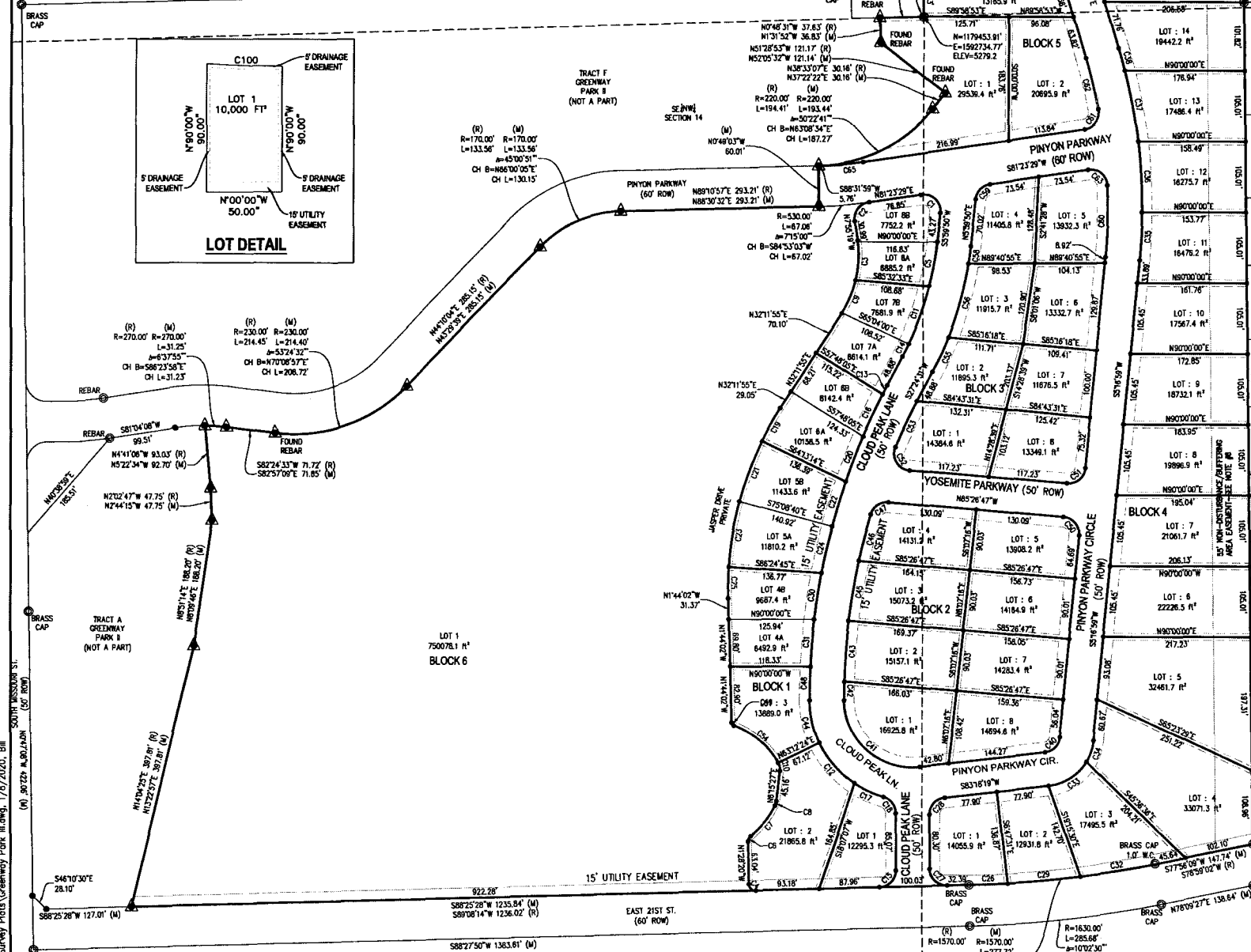
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DON BERLAND, MANAGING PARTNER HAYSTACK PROPERTIES, LLC, THIS ____ DAY OF ____ 2020.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES ____

NOTARY PUBLIC

VACATION AND REPLAT OF TRACTS G, H AND LOTS 1 - 32 GREENWAY PARK II ADDITION AS GREENWAY PARK III ADDITION AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE SE¹/₄ NW¹/₄, SW¹/₄ NE¹/₄ OF SECTION 14, T.33N., R.79W., 6TH P.M. NATRONA COUNTY WYOMING DECEMBER, 2019

CURVE TABLE with columns for CURVE #, RADIUS, ARC LENGTH, DELTA, CH B, CH L, CURVE #, RADIUS, ARC LENGTH, DELTA, CH B, CH L, CURVE #, RADIUS, ARC LENGTH, DELTA, CH B, CH L.



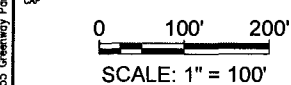
CERTIFICATE OF SURVEYOR

STATE OF WYOMING } SS
COUNTY OF NATRONA }

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER THIS ____ DAY OF ____ 2020. WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES ____

NOTARY PUBLIC



LEGEND

- SET BRASS CAP
SET MONUMENT 5/8\"
FOUND MONUMENT AS NOTED

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



JAN - 9 2020

1/09/2020

Craig Collins, City Planner
City Hall
200 N. David, Rm 205
Casper, WY 82601

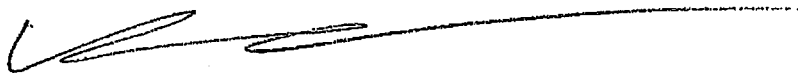
Doug and Terry Richardson
1940 Rustic Drive
Casper, Wyoming 82609
terryri@tribcsp.com

RE: Zone Change Application
Greenway Park III Addition

Dear Mr. Collins:

We cannot support the proposed Zone Change Application unless all R-2 single family homes are one story and that there be no vegetation (trees, shrubs, grass, flowers, etc.) in the 55' Non-Disturbance/Buffering Area that exceeds five (5) foot in height.

Thank you,



Doug and Terry Richardson



JAN - 9 2020

Dee Ann Hardy

From: Vicki Primrose <VickiPrimrose@charter.net>
Sent: Thursday, January 09, 2020 1:23 PM
To: Dee Ann Hardy
Subject: Greenway Park III Addition

Dear Mr. Hardy -

We received your notice of a zone change to Greenway Park III. We live in the Rustic Ridge subdivision and are concerned with the request from Haystack Properties, LLC. First, your postcard and your draft map are not in sync and are actually two different projects. Secondly, if the proposal is to build homes along the ridge behind Rustic Ridge, we think it is imperative that any of those homes being build on the east side by the stone fence be no more than one level homes. The homes in Rustic Ridge were built with a great view and most of the people who purchased those homes did so with the view in mind. To allow multi-level homes would not only destroy that view, but also significantly reduce the value of the homes along that area. This in turn would then lower the value of all the homes in Rustic Ridge. It would be great if the project did not happen, but we know it will. The least the city can do is limit the height of the homes adjacent to the homes along Rustic Ridge.

Thank you for your consideration.

Joe and Vicki Primrose
1916 Rustic Dr.
Casper, WY. 82609

JAN 10 2020

Good afternoon,

My name is Susan Thomas and I live at 1936 Rustic Drive, Casper, WY 82609.

I write to the Planning Commission concerning a proposed new development called Greenway Park III Addition. This new proposed addition is right in my back yard plus 50 yards.

To the point, I worry about 3/4 story homes, etc. that will literally be able to look in my back yard and into my windows. This is not a comfortable feeling at all.

Most of us moved here for the quiet and the privacy that Rustic Ridge provides us. Also the playground would be great but on the opposite side of the new homes.

We all have worked hard to arrive at this point in our lives. We don't want to lose it all. I can share that my late husband, United States Senator Craig Thomas would have loved it here!

I am for respectful development and I will gladly cheer that on. I ask that you truly consider this issue for all sides concerned. Compromise is key and I applaud that!

Thank you for considering my thoughts for the betterment of Rustic Ridge, the builder, Casper and Wyoming!

Respectfully,

Susan Thomas



851621

GREENWAY PARK PUD (PLANNED UNIT DEVELOPMENT)
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of February, 2008, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Haystack Properties, LLC, 290 Skyhill Drive, Golden, Colorado, 80401, hereinafter designated as "Owner."

WHEREAS, Owner has applied to annex, plat, and zone as PUD (Planned Unit Development), 61.23-acres, more or less, to create a mixed-housing development to be known as Greenway Park Addition; and

WHEREAS, pursuant to Sections 17.12.150 and 17.52 of the Casper Municipal Code, the Owners are required to submit a PUD Site Plan for approval by the Planning and Zoning Commission and the City Council; and,

WHEREAS, a copy of the PUD Site Plan, dated December 20, 2008 and titled "Greenway Park Preliminary Site Plan," is attached hereto as "City Exhibit A," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the PUD Narrative (Guidelines) dated, January 7, 2008 and titled "Greenway Park Planned Unit Development Narrative and Guidelines" is attached hereto as "City Exhibit B," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the Greenway Park Planned Unit Development Site Plan Architectural Elevations, Sheets 1 through 3, are attached hereto as "City Exhibit C," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the Greenway Park Conceptual Phasing Plan, dated January 7, 2008, is attached hereto as "City Exhibit D," and is incorporated herein at this point as if fully set forth;

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Owners shall pay their proportionate share of the actual cost of design, engineering, materials and installation of a traffic signal at the intersection of South Missouri and East 15th Street when directed by the City Council or the City Manager. According to the traffic study performed by SEH Inc, dated June 22, 2007 and revised on July 27, 2007, the Owner's estimated proportionate share is approximately Thirty-Six Percent (36%) based on traffic generation. The Owner

- shall pay the City upon invoicing of the actual amount, and said invoice shall include appropriate engineering, design or construction estimates. The City agrees to cause the installation of said traffic signal prior to the issuance of the last certificate of occupancy for the development.
- B. The Owner shall reimburse the City for the entire cost of the traffic study completed by SEH Inc dated June 22, 2007 and revised on July 27, 2007.
 - C. The Owner shall retain ownership of all open space tracts in the development, including the Sage Creek drainage tracts. The Homeowner's Association shall be responsible for all maintenance of said open space tracts. The Owner shall dedicate a public access easement to allow the public access to the trail system, which shall be constructed in accordance with the site plan (City Exhibit A). In addition, the developer shall not gate or otherwise restrict public access to the trails and will pay for the full cost of construction. The City will, upon acceptance of the constructed trail, maintain the trail as part of the City trail system.
 - D. The Owner shall construct East 21st Street concurrent with Phase I. The Owner shall pay fifty percent (50%) of the actual cost of design, engineering, materials and construction of East 21st street, for the portion of the street that is adjacent to the Greenway Park Addition, plus all escalation of costs (if any) as further described in Section III (B) of this Agreement. East 21st Street shall be constructed according to City specifications as a collector street. The Owner's obligation includes, but is not limited to, the construction of paving, detached sidewalks, curb, gutter, public utility extensions and stormwater improvements.
 - E. The Owner shall submit a final drainage study to the City Engineering Department for review and approval prior to the issuance of a permit to construct any phase of the subdivision.
 - F. Prior to the development of Greenway Park, the Owner shall submit a sanitary sewer study for review and approval by the Public Utilities Manager.
 - G. The Owner shall ensure that there are two or more points of vehicular access (streets) for the subdivision prior to the construction of any structures in the Greenway Park Addition.
 - H. The Owner and Homeowner's Association shall be responsible for the maintenance of all landscaping and traffic islands located within the public right-of-way.
 - I. The Owner shall install natural sound reduction measures along the southeast side of Canyonlands Parkway, utilizing vegetation approved or suggested by the City Arborist.
 - J. A detailed site plan and landscaping plan shall be submitted to the Community Development Director for review and approval prior to the development of each phase.
 - K. The Owner, at its option, may include a small retail food establishment, such as a grocery store or coffee shop, as a permitted use in the Greenway Park Addition,

located within the main clubhouse. Said retail component shall be limited to a maximum of 1,500 square feet in floor area.

- L. All structures located within the Greenway Park Addition shall be constructed in keeping with the architectural elevations and renderings approved by the Planning and Zoning Commission and City Council (City Exhibit C).
- M. Development of the Greenway Park PUD (Planned Unit Development) shall be governed by the PUD Narrative (City Exhibit B) approved by the Planning and Zoning Commission and City Council. Where the PUD Narrative (Guidelines) address a development standard or requirement that conflicts with the Casper Municipal Code, the PUD Narrative (Guidelines) shall take precedence. If the PUD Narrative (Guidelines) do not address a standard, or requirement, then the provisions of the Casper Municipal Code shall apply.

II. OBLIGATIONS OF THE OWNERS:

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

- A. The Owner shall landscape the property in keeping with the Landscape Plan approved by the Planning and Zoning Commission, and comply with the following landscaping requirements:
 - 1. Landscape and beautify the areas identified on the Landscape Plan.
 - 2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
 - 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
 - 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The requirement to replace plant material shall not be assigned to the owner of vacant property until such time as an active commercial or residential use is established on that property.
 - 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the

control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owners' request for an extension, which shall not exceed six (6) months. In the event the owner is granted an extension for compliance with landscaping construction, the issuance of a certificate of occupancy shall not be delayed pending the completion of the landscaping.

- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his Designee.
- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in

accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.

- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum Standards for Commercial Sanitation Container Facility" dated March 2002, or "Minimum Standards for Double Bin Commercial Sanitation Facilities." Alternately, upon approval by the City Sanitation Department, other designs may be accepted.

III. OBLIGATIONS OF THE CITY:

- A. The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.
- B. East 21st Street shall be constructed according to City specifications, as a collector street. The City shall pay fifty percent (50%) of the actual or estimated cost of design, engineering, materials and construction, whichever is lower, of East 21st street, for the portion of the street that is adjacent to the Greenway Park Addition. The City shall not pay more than 50% of the estimated 2008 costs, as determined by a written estimate provided by a Wyoming Registered Engineer, and accepted by the City Engineer. Any escalation of costs from the delay of the construction of the street beyond 2008, or from actual costs that exceed the written estimate, shall be paid by the Owner. Construction shall be completed by the Owner concurrent with Phase I. The City will recapture its costs when the property south of East 21st Street develops in the future.

IV. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this contract in an expeditious manner, the City may at its option, do any or all of the following:

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the

Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:

Walter E. Tremblay

ATTEST:

V.H. McDonald
V.H. McDonald
Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul C. Bertoglio
Paul C. Bertoglio
Mayor

WITNESSETH:

[Signature]
By:

HAYSTACK PROPERTIES, LLC

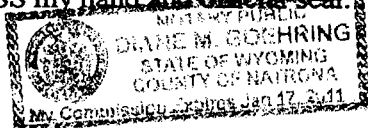
John S. Neilson
By:
Printed Name: John S. Neilson
Title: MANAGER

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Paul C. Bertoglio, as Mayor of the City of Casper, this 19th day of August, 2008.

WITNESS my hand and official seal:



Diane M. Gochring

Notary Public

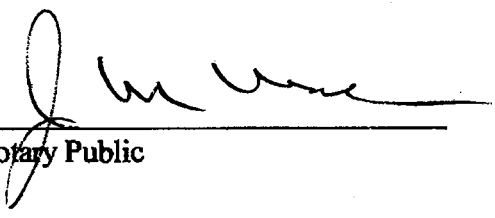
My Commission Expires:

ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Teller)ss.

The foregoing instrument was acknowledged before me by John S. Neilson as manager for HAYSTACK PROPERTIES, LLC, this 2nd day of February, 2008.

WITNESS my hand and official seal.

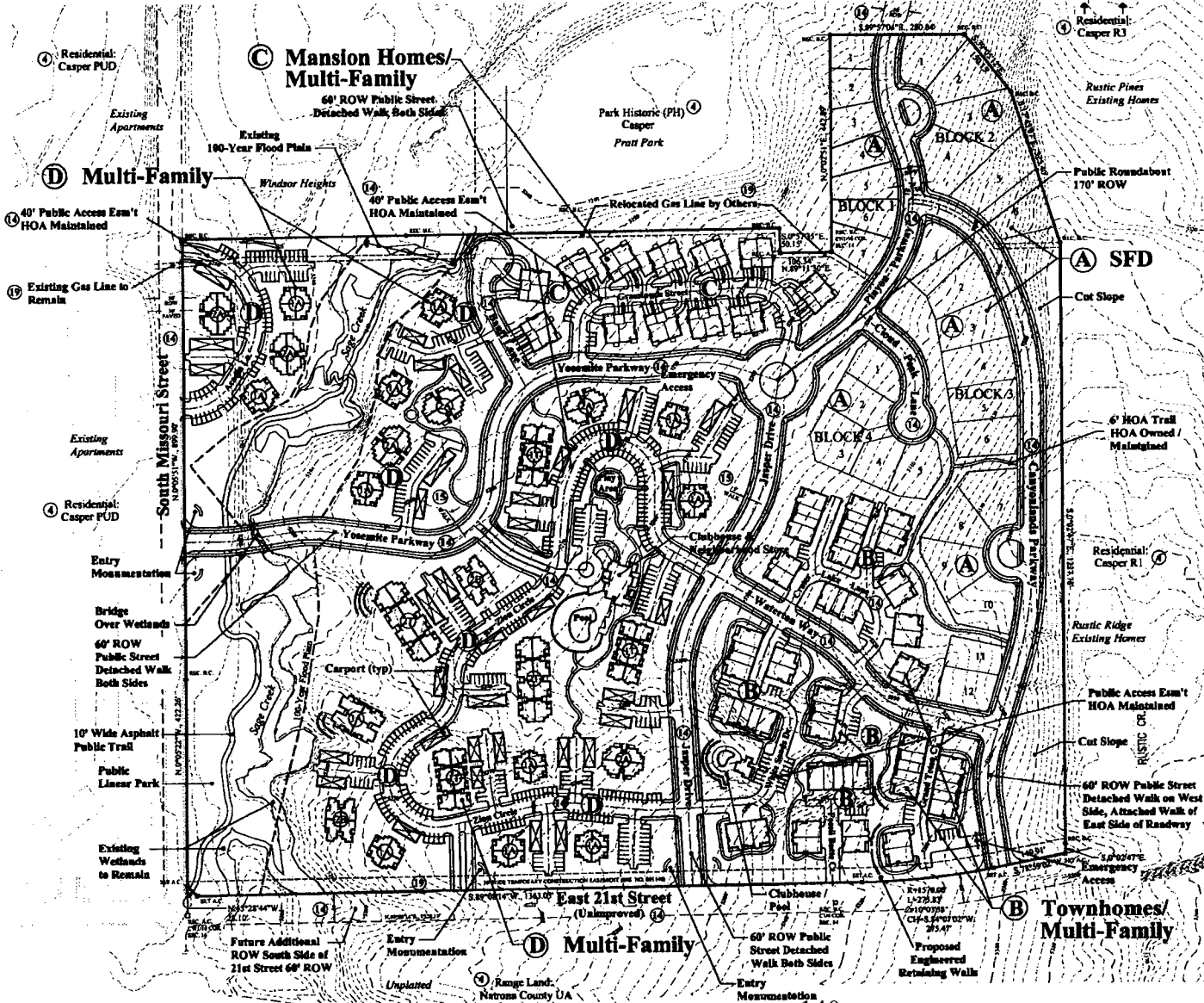


Notary Public

My Commission Expires: 8/22/09

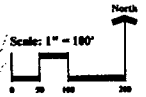
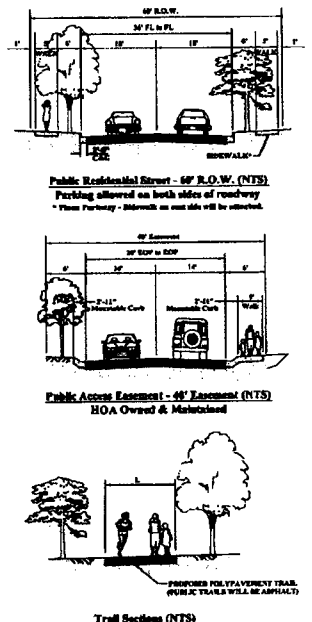
Greenway Park

Planned Unit Development Site Plan Preliminary Site Plan



Land Use Summary Table:

Total land area:	58.73 ac. +/-
Maximum Allowable Building Height:	45'-0"
Proposed Building Height:	
A. SFD:	35'-0" Max.
B. Townhomes / Multi-Family:	35'-0" Max.
C. Mansion Homes / Multi-Family:	35'-0" Max.
D. Multi-Family:	45'-0" Max.
Total number of dwelling units:	429 Units
A. SFD:	38 Units
B. Townhomes / Multi-Family:	63 Units
C. Mansion Homes / Multi-Family:	36 Units
D. Multi-Family:	300 Units
Dwelling units per acre:	7.3 +/- DU/ac.
Parking:	
A. SFD (2 car garages/1 on apron)	Ratio: 120 Spaces
B. Townhomes / Multi-Family (2 car garages / 50 surface spaces)	Ratio: 4.9:1
C. Mansion Homes / Multi-Family (2 car garages / 2 on apron / 10 surface spaces)	Ratio: 176 Spaces
D. Multi-Family (398 surface parking / 206 covered spaces)	Ratio: 154 Spaces
	Ratio: 4.3:1
	Ratio: 604 Spaces
	Ratio: 2.0:1



August 24, 2007
Rev. Dec. 26, 2008
Job No. 06023

CITY Exhibit A

CITY
Exhibit B

Greenway Park

*Planned Unit Development (PUD)
Narrative and Guidelines*



*Casper, Wyoming
August 24, 2007
Rev. January 07, 2008*

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Greenway Park - Planned Unit Development Narrative & Guidelines

I. Project Overview and Intent:

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. The focus of Greenway Park will be to provide the City of Casper with a variety of dwelling units. The mix of multi-family buildings, mansion homes, townhomes and single family detached units will provide the City of Casper with a vibrant residential area that is needed for the current marketplace.

The principles used to guide this planned community capable of responding to the current and changing market place are as follows:

- Provide a mix of residential unit types that will be able to respond to existing and future market conditions.
- Allow a variety of creative solutions and flexibility that can be utilized during final construction of the residential tracts.
- Work the infrastructure and building units to most effectively use the existing character or the land.
- Promote walkability throughout the site as well as connection to adjacent parcels.

Greenway Park - Planned Unit Development Narrative & Guidelines

II. Authority and Definitions

These standards will apply to all property contained within the Greenway Park development. These guidelines will become the governing standards for review, approval and modification of development activities on the Property. The subdivision and zoning ordinances and regulations for the City of Casper will apply where the provisions of this guide do not address a specific subject.

For the purposes of this PUD, the following terms shall have the meaning as set forth below:

City – The City of Casper, Wyoming.

Code – The City of Casper Municipal Code, latest revision.

Commission – The Planning and Zoning Commission for the City of Casper.

Council – The City Council for the City of Casper.

Design Guidelines – The design guidelines for the Property as adopted by the Developer and the City.

Developer – Haystack, LLC

HOA – Homeowner's Association for the Property.

MF – Multi-Family units.

Owner – the owner of all or a portion of the Property.

Parcel – Any tract, parcel, lot or portion of the Property.

Planning Department – The Planning Department within the City of Casper's Community Development Department.

Property – The real property located in Natrona County, Wyoming as described in Exhibit A attached hereto.

PUD – Refers to this document, which constitutes the Planned Unit Development for this Property.

SFD – Single Family Detached homes.

Site – Refers to the Property.

Greenway Park - Planned Unit Development Narrative & Guidelines

III. Contact Information:

Applicant/Developer

Haystack, LLC.
John Neilson
290 Skyhill Drive
Golden, Colorado 80401

Land Planner

David A. Clinger & Assoc.
David Clinger
21759 Cabrini Blvd.
Golden, CO 80401
(303) 526-9126

Engineer

WLC
Jason Meyers
200 Pronghorn
Casper, Wyoming 82601
(307) 266-2524

IV. Site Analysis:

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. Greenway Park is bounded on the south by East 21st Street (unimproved) and unplatted land, on the east by single family residential subdivisions (Rustic Ridge and Rustic Pines), on the north by Pratt Park and Windsor Heights, and on the west by South Missouri Street and apartments.

The Project slopes from southeast to northwest and falls approximately 100 feet throughout the site. Sage Creek flows from south to north along South Missouri Street through the westerly portion of the site. The site is currently undeveloped and is covered with native grasses, sagebrush and yucca. There is existing wetland vegetation along Sage Creek.

Access to the Property will be off of South Missouri Street, the extension of Pinyon Parkway, and East 21st Street, when it is improved.

The existing zoning for the property is R3 and AG. The adjacent zoning to the Property is R1, R3, R4, AG and PH

V. Planning Areas and Phasing:

Greenway Park will be a vibrant residential community with a mix of residential unit types. The economic market, the location of the site, existing and proposed markets, financial viability, and consideration for existing development and natural features of the Project were used in considering the areas and residential unit types.

The area around Casper is in pressing need of newly constructed and attractive apartments. There are plenty of production homes available within the Casper area, but not many new apartment projects have been developed in Casper within the last 25 years. Along with current mortgage problems, it is harder and harder for the workforce to purchase SFD homes. Therefore, more and more singles, couples and even families will be looking for nice, new apartments for lease until the market is more viable for home ownership. Therefore, Greenway Park has provided approximately 21.3 acres of MF II – Multi-Family units. These units will be two and three story structures with either 8 or 24 units per building. There will be approximately 300 total multi-family units within parcels P1, P3 and P5, or 13.1 DU/Ac. (See Appendix C)

To provide a mix of MF unit types, Greenway Park has also provided parcels for Mansion Homes / Multi-Family (MF I) and Townhomes / Multi-Family (MF III). The Mansion Homes are 3-unit buildings that are designed to appear as a single, large residential home. It is planned that there will be approximately 36 Mansion Homes within parcel P8, or 9.7 DU/Ac. The Townhomes will have 2 to 6 units per building and will be a transition between the MF II – Multi-Family parcel and the SFD parcel. There will be approximately 63 Townhomes within parcels P6 and P7, or 7.3 DU/Ac. (See Appendix C)

To provide a transition from the higher density along the westerly portion of the site, SFD lots are located along the easterly portion of the site, next to the existing Rustic Ridge and Rustic Pines neighborhoods. These semi-custom homes will be located in the easterly parcels where there are greater slopes. To work with the existing topography and to provide an open space buffer from Rustic Ridge, the homes have been located on the west side of the proposed public roadways. The easterly walk along Pinyon Parkway and Canyonlands Parkway will be attached to help the Project with the slope up to the existing residences at Rustic Ridge. Due to the single loaded streets and existing slopes of the site, the proposed SFD will not impede the views of the existing residences to the east.

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge. The remaining are along the Sage Creek drainage way. The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site.

Greenway Park - Planned Unit Development Narrative & Guidelines

These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north.

The Project will be phased based on market demand. It is planned that portions of the Multi-Family parcels and a few Mansion Homes will be developed first. The remaining Multi-Family, Mansion Homes, Townhomes, and Single-Family lots will be developed in future phases. Initial access through the site will be provided from South Missouri Street to the west and East 21st Street to the south. This will provide the initial phases with two points of access.

VI. Planned Unit Development Guidelines:

The land uses identified in the Planned Unit Development Plan is to provide a guide for the development of Greenway Park. The land use areas and boundaries, as depicted, are conceptual and subject to alteration through the approval of the City of Casper Community Development Department. Changes made to the PUD, if considered minor in nature, will be revised through an administrative process within the City's Community Development Department and will not be taken to the City's Planning and Zoning Commission or City Council public hearings.

Additional, detailed site plans, involving street layouts, easement locations, lot configuration, lot sizes, building envelopes, architectural features and landscape design may be required with the development of each individual parcels. These detailed plans will conform to the general guidelines established in this document but may be allowed to revise specific details with the approval of the City of Casper Community Development Department. As long as the detailed plans are in general conformance with the PUD document then the review and acceptance of the detailed plans will be done administratively within the City's Community Development Department.

Replatting will be required with the submittal of detailed site plans. The replatting will be done so that the final easement locations, building envelopes, lot lines and setback can be established at the time of final site work. This replatting will follow the review and approval guidelines established by the City of Casper Community Development Department and require approval of the Planning and Zoning Commission and the City Council.

A total of 20% open space will be provided for the entire site. This will include the open space parcel shown on the PUD Plan as well as internal open space within each of the residential parcels.

Model homes are allowed in all parcels. The City will not issue an occupancy permit for any model home structure until the utilities are installed.

Sales offices and signs are permitted in all parcels for the duration of the initial unit/lot sale of the community.

a. Land Use Designations and Descriptions (See Exhibit C for area locations)

SFD

The single family detached lots will be located along the easterly side of the Project in parcels P9, P10 and P11. These parcels total approximately 7.6 acres and will be developed into approximately 30 lots (3.9 DU/Ac.). These lots are located along the easterly portion to provide: 1) a transition from the existing residences to the east and the greater density to the west, 2) design walk-out lots and single load the streets to allow development on a slope, 3) provide semi-custom homes that will match with the proposed development as well as the existing homes to the east, 4) offer spectacular view to the south and southwest.

MF I – Mansion Homes / Multi-Family

The MF I - Mansion Homes parcel is located along the northerly portion of the Project, next to Pratt Park. This area is designated as parcel P8 on the PUD Plan and is approximately 3.7 acres and will be developed into approximately 36 units (9.7 DU/Ac.). This parcel will provide an additional MF unit design as well as act as a transition from the apartments to the SFD parcel. The Mansion Homes are 2 story, 3-unit buildings that are designed to appear as a single, large residential home.

MF II – Multi-Family

The MF II – Multi-Family parcel are located along the westerly portion of the Project in parcels P1, P3 and P5. These multi-family structures will be 2 and 3 story buildings with 8-units per building and 24-units per building. These building will be served by private, HOA maintained roadways and will have an extensive trail/walking system to provide connections throughout the site. The parcel area for MF III – Multi-Family is approximately 21.3 acres and will be developed into approximately 300 units (14.1 DU/Ac.).

MF III – Townhomes / Multi-Family

The MF III – Townhomes parcels are located in the middle of the site and will be a transition from SFD to MF II – Apartments. The parcels for MF-Townhomes are parcels P6 and P7, and are approximately 8.6 acres. These parcels will be developed into approximately 63 units (7.3 DU/Ac.). The Townhomes will be two story buildings and have 2 to 6 units per building.

OS – Open Space

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge (parcel P12). The remaining two are along the Sage Creek drainage way (parcel P2 and P4). These parcels are approximately 8.6

Greenway Park - Planned Unit Development Narrative & Guidelines

acres and account for approximately 14% of the site. Additional open space will be provided within each of the residential parcel so that a minimum of 20% open space is provided for Greenway Park.

The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond, north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site. These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north. In addition, Greenway Park is currently planning on working with the City to provide a 10' wide, asphalt trail along Sage Creek, connecting East 21st Street with Pratt Park.

Greenway Park - Planned Unit Development Narrative & Guidelines

b. Building Height, Setbacks and Minimum Lot Size

Objective:

To provide a variety of acceptable building heights and setbacks related to the parcel designations and market demand.

Design Guidelines:

Factors in determining the building heights and setbacks may include the building type, architectural style, building configuration and building orientation, as well as, the building's relationship to adjacent uses, open space, pedestrian circulation and landscape treatment.

Variable front yard setbacks are encouraged to provide visual variety to the street scene.

Minimum lot widths, sizes, intensity, building heights and setbacks that are established by this Planned Unit Development supersede the City of Casper Municipal Code, where applicable.

Revisions or changes to the building heights, setback and lot sizes will be allowed with approval from the City of Casper Community Development Department.

Minimum Heights, Setbacks and Lot Sizes				
	SFD*	MF I	MF II	MF III
Parcels	P9, P10, P11	P8	P1, P3, P5	P6, P7
Min. Lot Area	5,850 SF	10,000 SF	10,000 SF	10,000 SF
Min. Lot Width	50'	100'	100'	100'
Min. Lot Depth	88.5'	100'	100'	100'
Front Setback	20'	15'	15'	15'
Rear Setback	10'	15'	15'	15'
Side Setback	5'	5'	5'	5'
Side Adjacent to Street	15'	15'	15'	15'
Building Height	35'	35'	35'	45'

* Flag Lots will be allowed within the SFD parcels.

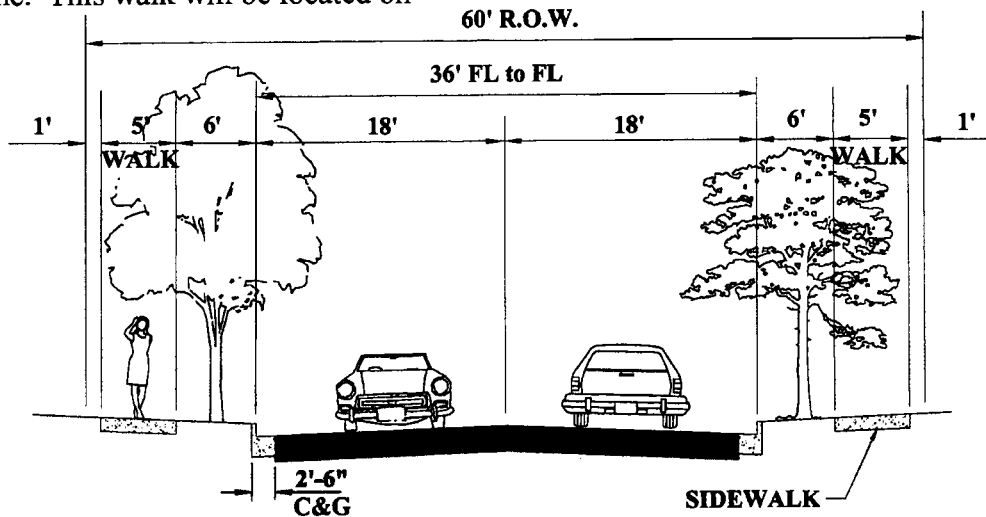
Greenway Park - Planned Unit Development Narrative & Guidelines

c. Street Standards

Public Residential Streets

All public roadways through this site will use this street section. These roadways include Yosemite Parkway, Banff Lane, Cloud Peak Lane, Jasper Drive, Waterton Way, Pinyon Parkway and Canyonlands Parkway. The Public Residential Streets shall be designed to the following guidelines:

1. 60' Right-of-Way (additional right-of-way may be required if an additional lane is needed for turning movements at intersections) both sides of the public roadways. The walk along the east side of Pinyon Parkway will be attached.
2. 32' pavement width. 36' flowline to flowline width.
3. Parking to be provided on both sides of roadway.
4. 6" vertical curb with 2' pan.
5. 6' landscape strip (both sides) from flowline to edge of walk.
6. 5' detached walk located 6' from flowline and 1' from right-of-way line. This walk will be located on
7. 125' minimum horizontal centerline radius.
8. 75' minimum tangent between reverse curves.
9. 25 MPH posted speed.
10. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department.

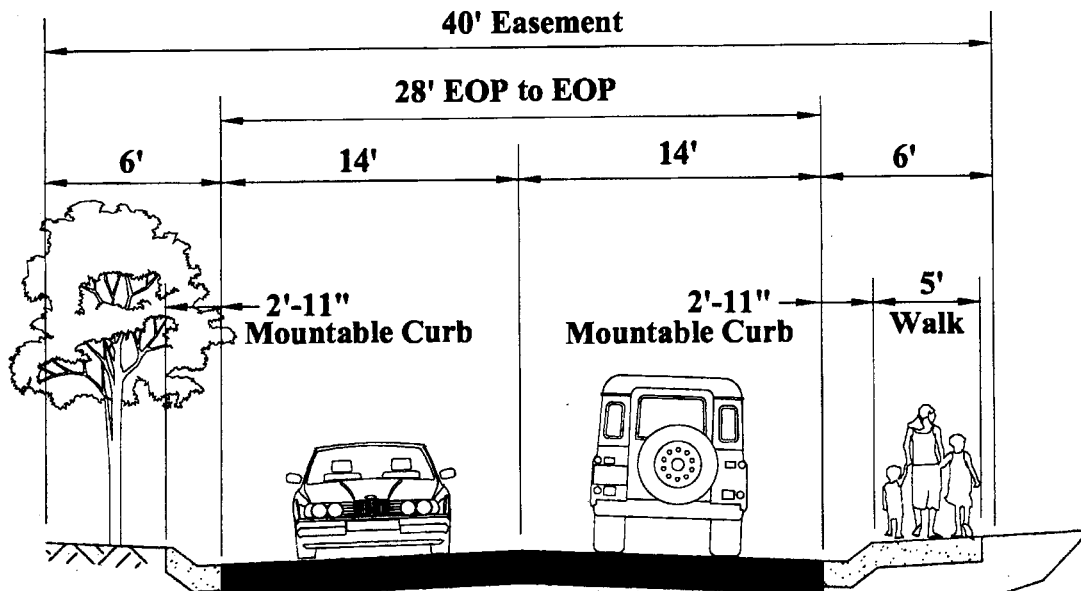


Public Residential Street - 60' R.O.W. (NTS)
Parking allowed on both sides of roadway

Public Access Easements/Drives

Public Access Easements/Drives are provided for access to all attached units and to the parking for the attached units. Parallel parking will not be allowed on these Public Access Easements/Drives. Parking will only be allowed in the perpendicular parking stalls, covered parking areas, driveway aprons and garages. All Public Access Easements/Drives will be owned and maintained by the Home Owners Association. Public Access Easement/Drive will follow the following guidelines:

- | | |
|---|---|
| 1. 40' Right-of-Way or Easement (dedicated to the H.O.A.). | the edge-of-pavement line at a minimum. |
| 2. 28' pavement width. | 6. 50' min centerline radius. |
| 3. 2'-11" mountable curb and gutter. | 7. 15 MPH posted speed. |
| 4. 5' attached walk (on one side only). | 8. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department. |
| 5. This cross-section will be adjusted when parking areas and garages are located along the right-of-way. These will come off the pavement at | |



Private Access Easement - 40' Easement (NTS)
HOA Owned & Maintained

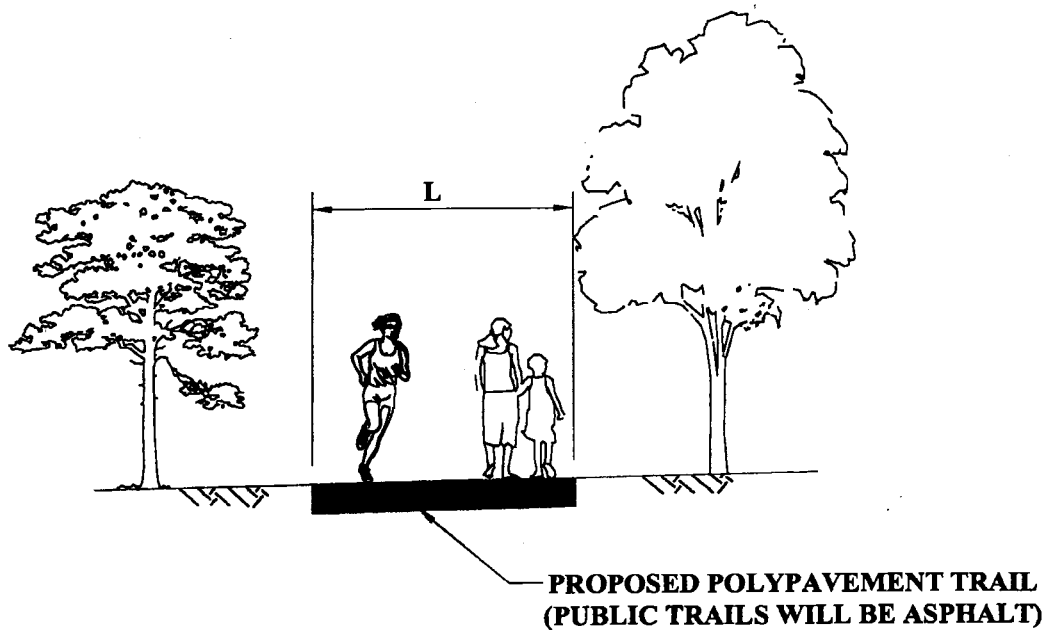
Trails

Trails will be provided throughout the site to provide connection and walkability within the Project, as well as to adjacent parcels and Pratt Park to the north of the site. Trails will follow the following guidelines:

HOA maintained trails will be constructed of Polypavement or approved equal.

All Private trails within the Project will be 6' wide. These trails will be owned and maintained by the HOA.

All public trails used for emergency access or direct access to Pratt Park, along Sage Creek will be 10' wide. These trails will be constructed of asphalt and will be owned and maintained by the City of Casper.



Trail Sections (NTS)

**L = 6' FOR PEDESTRIAN TRAILS - HOA OWNED
& MAINTAINED**

**L = 10' FOR TRAILS NECESSARY TO PROVIDE
EMERGENCY VEHICLE ACCESS / PUBLIC
TRAIL TO PARK**

Greenway Park - Planned Unit Development Narrative & Guidelines

d. Parking:

Objective:

To provide adequate amount of parking to satisfy the proposed uses within this PUD.

Design Guidelines:

Provide parking in an attractive and unobtrusive manner through the use of parking placement, location next to buildings and landscaping features.

Each SFD unit will provide a minimum of two garage parking spaces along with two spaces within the driveway apron for a total of four off-street parking spaces per unit.

All public roadways will allow parallel parking on both side of the street.

MF I parcel will include four off-street parking spaces per unit. Two of these spaces will be in the garage and two spaces will be provided in the driveway apron.

MF II parcel will include 1.5 off-street parking spaces for 1 bedroom units, 2.5 off-street parking spaces for 2 bedroom units, and 2.5 off-street parking spaces for 3 bedroom units. These off-street parking spaces including both covered and non-covered parking.

MF III parcel will include 1.8 off-street parking spaces per unit. Two spaces will be in the garage and 0.8 space will be provided in driveway aprons and/or off-street parking spaces for residents and guests.

Minimum parking stall size will be 9'x20' with handicap spaces to be designed to conform to current ADA standards.

e. Landscaping and Fencing:

Objective:

Provide landscape features and fences that will visually enhance the project as a whole. These features will also provide transitions and buffers between adjacent parcels, streets and differing land uses.

Development Guidelines:

The use of landscaping will be provided to minimize the visual impact of parking areas.

Retain existing wetlands and vegetation along Sage Creek, when possible.

Provide xeriscape where practical in order to lessen water requirements for the landscaping.

Screening will be provided when buildings are adjacent to major streets and between differing land uses. Examples for screen include: shrubs, walls, trees, and berms.

Greenway Park - Planned Unit Development Narrative & Guidelines

f. Lighting:

Objective:

The purpose of the lighting design will be to provide lighting that is appropriate to the individual parcels but to be consistent with an overall community theme.

Development Guidelines:

All lighting will be consistent with the overall theme of Greenway Park. A coordinated lighting standard will be used throughout the Project.

Lighting fixtures will reflect the character, height and scale of the proposed development. The lighting will be used to provide safety and enhance landscape, building and architectural features.

Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

Greenway Park - Planned Unit Development Narrative & Guidelines

g. Signage and Monumentation:

Objective:

To provide guidelines for signage and monumentation that will be consistent with the architectural features, landscape features and overall community at Greenway Park.

Development Guidelines:

Signs within Greenway Park boundary shall comply with the standards set forth in Title 17, Chapter 17.96 Signs of the City of Casper Municipal Code unless otherwise provide in this PUD Guideline document.

All materials used in signage, other than temporary signs and traffic signs, shall be durable and permanent in nature. These signs shall be constructed to require minimum maintenance and be resistant to weathering and staining.

Project signs that identify Greenway Park community may be provided at each of the project entrances. These monument signs will be designed within an overall landscape and monument design theme. The project signs will be ground mounted with a maximum text area of 100 square feet per face and a maximum of two faces per entry to the project. The text area will not exceed eight feet in height, as measured from finished grade. Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

EXHIBITS

Greenway Park

Planned Unit Development

Exhibit A

OWNER

Legal Description:

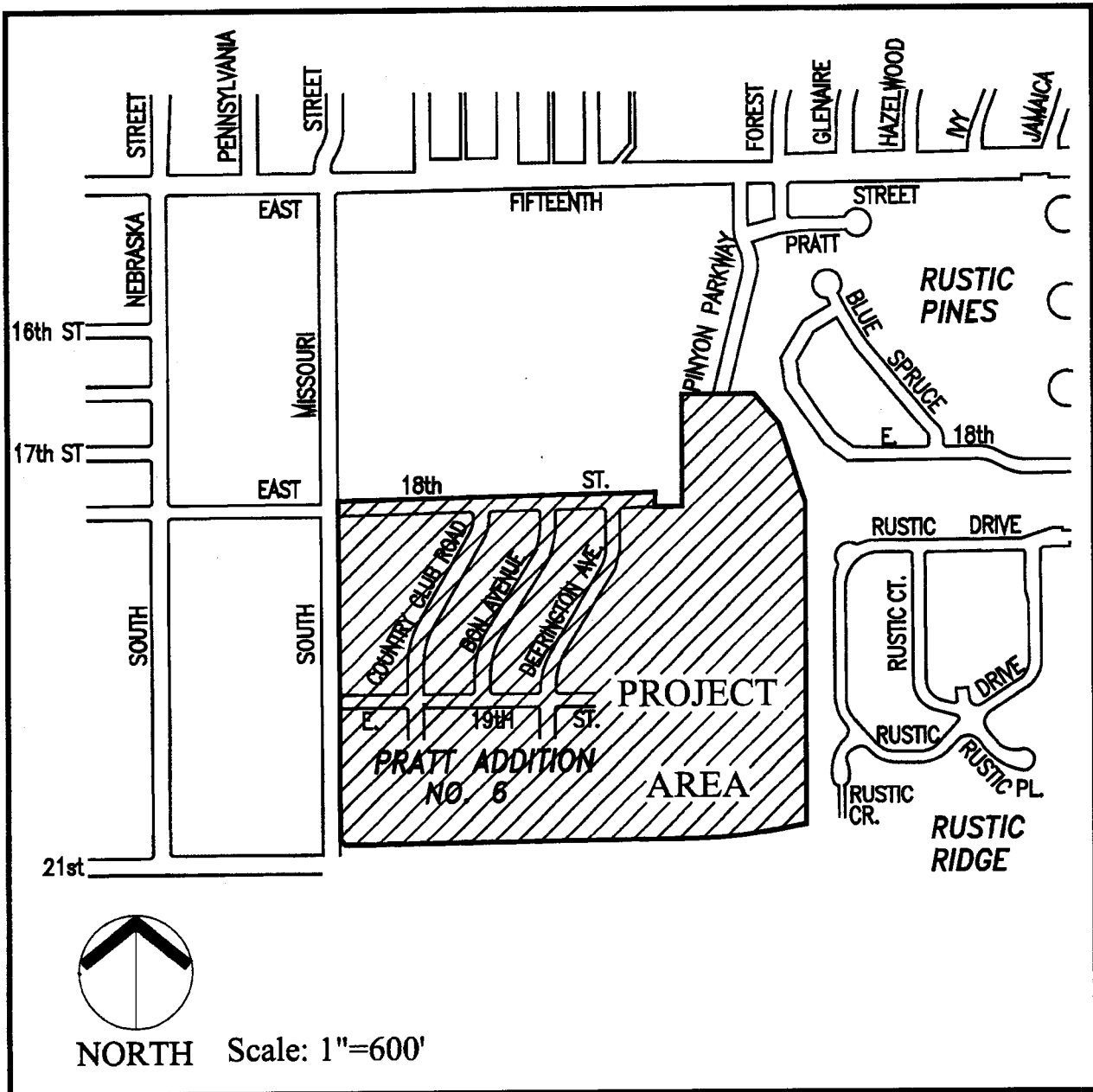
A TRACT OF LAND BEING A PORTION OF THE N1/2 OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., AND ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7, "PRATT ADDITION NO. 6" (PHASE ONE) TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND BRASS CAP MARKING THE C-N 1/16 CORNER OF SAID SECTION 14, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE N.0°02'51"E., (N.00°36'13"W., RECORD) ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 442.89 (442.02, RECORD) FEET TO A BRASS CAP AT A POINT WHICH LIES ON THE SOUTH LINE OF RUSTIC PINES ADDITION; THENCE S.89°57'04"E., (N.89°22'41"E., RECORD) ALONG THE SOUTH BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 280.04 (280.09, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.39°05'12"E., (S.39°47'04"E., RECORD) CONTINUING ALONG THE SOUTHERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 150.15 (149.94, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.17°43'07"E., (S.18°23'50"E., RECORD) CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 325.40 (325.53, RECORD) FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION TO THE CITY OF CASPER; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE, 1227.78 (1227.45, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF SAID RUSTIC RIDGE; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE AS EXTENDED SOUTH, 21.23 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE TRACT OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE NORTH LINE OF A 60.00 FOOT WIDE RIGHT-OF-WAY FOR THE FUTURE EXTENSION OF EAST 21ST STREET; THENCE S.78°59'02"W., (S.78°18'23"W., RECORD) ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 149.91 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THIS TRACT OF LAND, THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°03'58" (10°02'58" RECORD) AND AN ARC LENGTH OF 275.83 (275.37, RECORD) FEET, SAID CURVE HAVING A CHORD BEARING AND A DISTANCE OF S.84°07'02"W. (S.83°25'56"W., RECORD) AND 275.47 (275.02, RECORD) FEET, TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF TANGENCY; THENCE S.89°08'14"W., (S.88°27'25"., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 1363.03 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION; THENCE N.45°28'44"W., (N.46°09'33"W., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 28.10 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MISSOURI STREET; THENCE N.0°05'22"W., (N.00°46'32"W., RECORD) ALONG THE EAST LINE OF PRATT ADDITION NO. 4 AND ALONG THE WESTERLY LINE OF THIS TRACT OF LAND, 422.26 (422.22, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE N.0°05'51"W., ALONG THE WEST LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE EASTERLY LINE OF 50 FOOT WIDE SOUTH MISSOURI STREET, 899.90 FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE SOUTHWEST CORNER OF WINDSOR HEIGHTS ADDITION TO THE CITY OF CASPER; THENCE N.89°12'07"E., ALONG THE NORTHERLY LINE OF SAID PRATT ADDITION NO. 6 AND THE SOUTH LINE OF SAID WINDSOR HEIGHTS ADDITION AND SOUTH LINE OF PRATT PARK, 1224.10 FEET TO A FOUND BRASS CAP AT THE NORTHEASTERLY CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE S.0°57'35"E., ALONG THE EASTERLY LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND SAID PRATT PARK 50.15 FEET TO AN ALUMINUM CAP RECOVERED THIS SURVEY AT THE INTERSECTION BETWEEN THE EASTERLY BOUNDARY LINE OF PRATT ADDITION NO. 6 (PHASE ONE) NORTH LINE OF THE SE1/4NW1/4 OF SECTION 14; THENCE N.89°11'30"E., (N.88°32'00"E., RECORD) ALONG THE NORTH LINE OF SAID SE1/4NW1/4 OF SAID SECTION 14, 106.34 (106.43, RECORD) FEET TO THE POINT OF BEGINNING AND CONTAINING 58.73 ACRES, MORE OR LESS.

Greenway Park

Planned Unit Development

Exhibit B

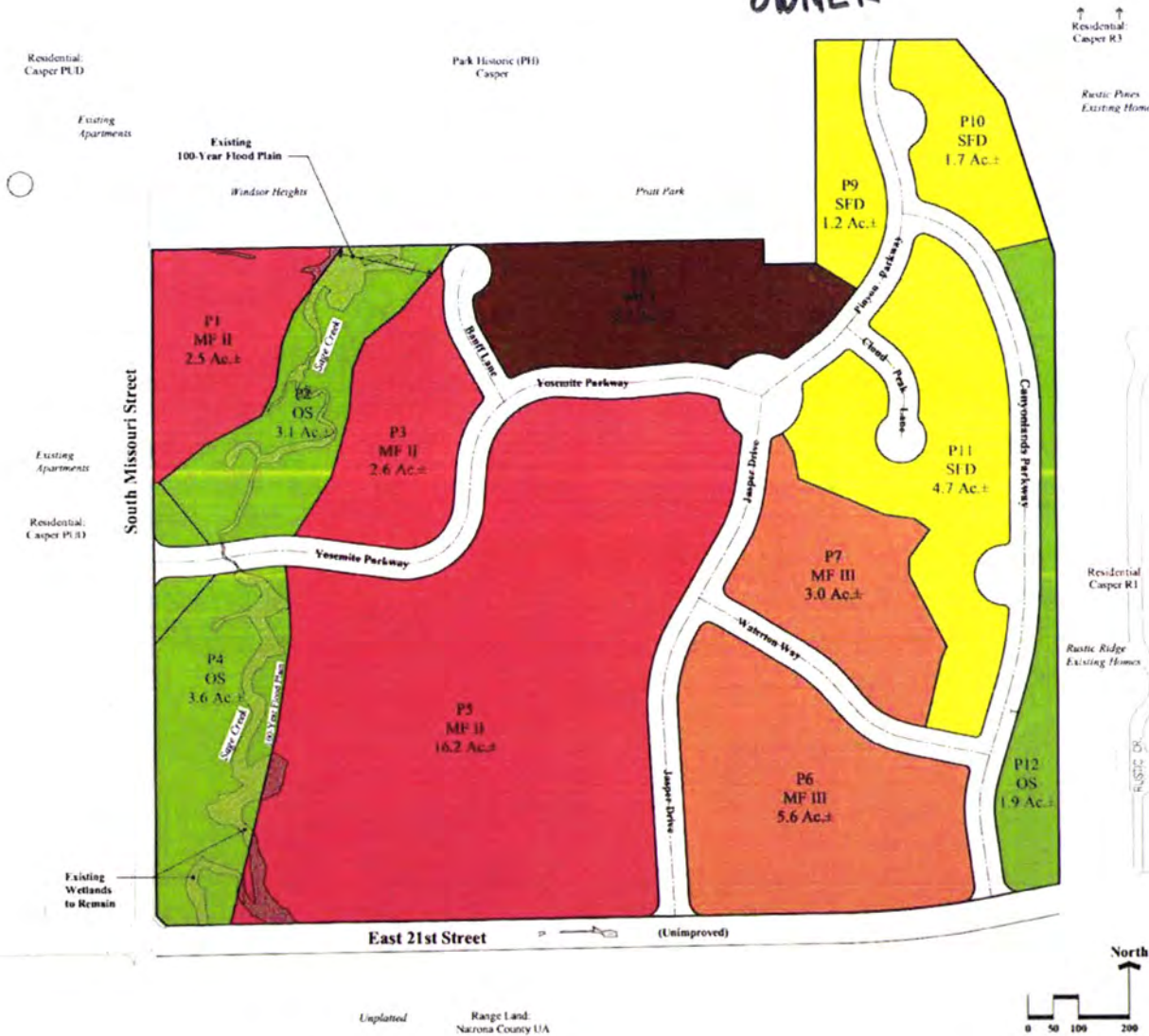
OWNER



Vicinity Map

Greenway Park Planned Unit Development

Exhibit C OWNER



Land Use Summary Table:

SFD	7.6 Ac.	(12.9%)
MF I	3.7 Ac.	(6.3%)
MF II	21.3 Ac.	(36.3%)
MF III	8.6 Ac.	(14.6%)
OS Tracts*	8.6 Ac.	(14.6%)
ROW Dedication	8.9 Ac.	(15.1%)
Total:	58.75 Ac.	(100.0%)

Legend

- OS - Open Space*
- SFD - Single Family Detached Lots
- MF I - Mansion Homes / Multi-Family
- MF II - Multi-Family
- MF III - Townhomes / Multi-Family

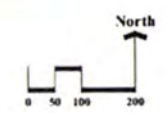
*A minimum of 20% open space will be provided for the entire site.

Note: Areas & Parcel Boundaries are conceptual only and can vary at the time of Final Site Plan Submittal for each Parcel.

Owner:
Haystack, LLC
290 Skyhill Drive
Golden, CO 80401
303.526.5474

Engineer:
WLC
200 Fronghorn Street
Casper, WY 82717
307.266.2524

Land Planner:
David A. Clinger & Assoc. Ltd.
"State of the Art" Land Planning
Development Consultants
21759 Caberini Boulevard
Golden, Colorado 80401
(303) 526-9126
www.dclinger.com



Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

24 MANSION HOMES



FRONT ELEVATION



FRONT ELEVATION

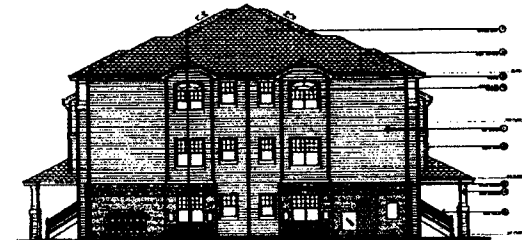


SIDE ELEVATION

24 TOWNHOMES



SIDE ELEVATION
8-UNIT MULTI-FAMILY (2A)



SIDE ELEVATION
24-UNIT MULTI-FAMILY (1T)
163

Scale: 1"=10'
August 24, 2007
Rev. Jan. 07, 2008
Job No. 06023

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



FRONT ELEVATION



FRONT ELEVATION



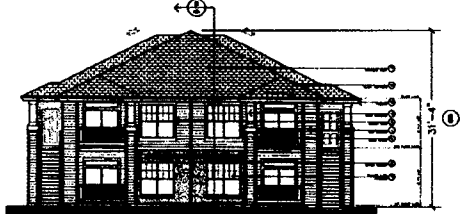
SIDE ELEVATION
⊗ 24-UNIT MULTI-FAMILY (2T)



SIDE ELEVATION
⊗ 8-UNIT MULTI-FAMILY (3A)



FRONT ELEVATION



FRONT ELEVATION



SIDE ELEVATION
⊗ 8-UNIT MULTI-FAMILY (2B)



SIDE ELEVATION
⊗ 8-UNIT MULTI-FAMILY (1A)

Scale: 1"=10'
August 24, 2007
Rev. Jan. 07, 2008
Job No. 06023

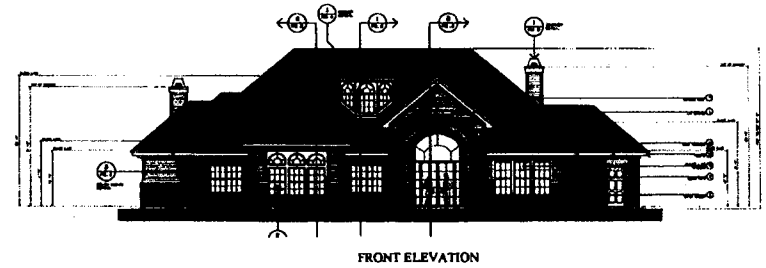
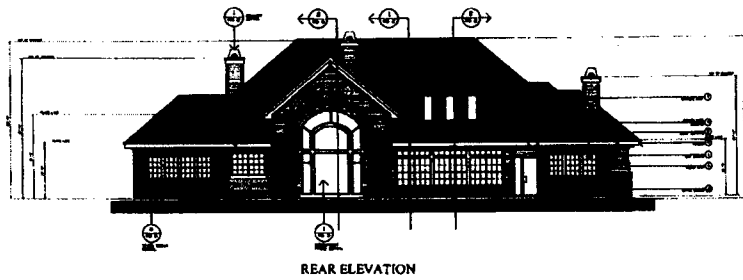
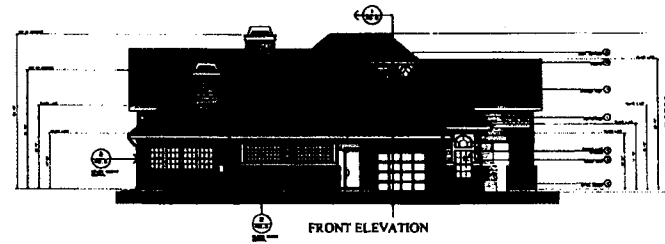
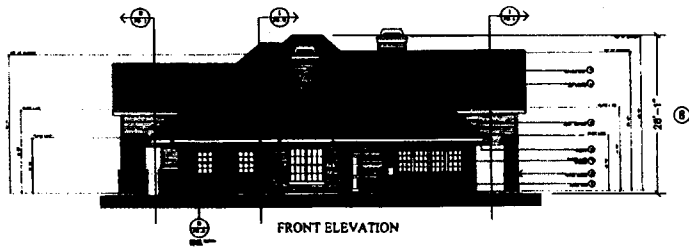
Sheet
2 of 3

Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



⊗ MULTI-FAMILY CLUBHOUSE

Greenway Park

Planned Unit Development Site Plan Conceptual Phasing Plan



CITY
Exhibit D

August 24, 2007
Rev. Jan. 07, 2008
Job No. 06023



NATRONA COUNTY CLERK, WY
Renea Vitto
Recorded: JF
Apr 30, 2009 04:42:37 PM
Pages: 3
Fee: \$14.00
CITY OF CASPER

**GREENWAY PARK II
SUBDIVISION AGREEMENT AMENDMENT**

THIS AGREEMENT made and entered into this 7th day of October, 2008, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as "City," and Haystack Properties, LLC, 290 Skyhill Drive, Golden, Colorado 80401, hereinafter referred to as "Owner."

RECITALS

WHEREAS, Haystack Properties, LLC, originally entered into a Subdivision Agreement with the City for the Greenway Park Addition on August 19, 2008, when the plat of Greenway Park was initially approved, said Subdivision Agreement being incorporated herein at this point as though fully set forth, hereinafter referred to as "Subdivision Agreement"; and,

WHEREAS, Haystack Properties, LLC (Owner) has applied to replat the Greenway Park Addition to create the Greenway Park II Addition, located between Missouri Street and Rustic Ridge, comprising approximately 61.23 acres; and,

WHEREAS, a plat of said Greenway Park II Addition has been prepared by the Owner and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this agreement.

WHEREAS, this Agreement shall serve as an amendment to the Subdivision Agreement; and,

WHEREAS, all other Sections of the original Subdivision Agreement shall remain unchanged and in effect.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants and conditions contained herein, the parties hereto agree to amend the Subdivision Agreement as follows:

ARTICLE I: INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as though fully set forth as part of the Amendment.

ARTICLE II: AMENDMENT OF SUBDIVISION AGREEMENT

The Parties hereto agree to amend the Subdivision Agreement by amending Section 1.12(A) to read as follows:

1.12 Miscellaneous Requirements:

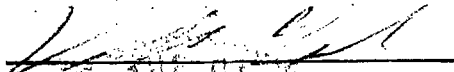
- A. *The Owner shall design and construct the traffic signal to be located at the intersection of South Missouri and East 15th Streets, and shall pay their proportionate share of the costs (36%). Said signal shall be installed concurrent with the construction of public improvements in Phase I of the development. The City will reimburse the applicant for the balance of the costs for design and construction of the signal (64%).*

ARTICLE III: RATIFICATION

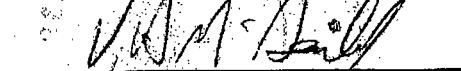
The parties hereto, in consideration of the mutual promises and covenants herein contained, hereby ratify the terms and conditions of the Greenway Park Addition Subdivision Agreement entered into by and between them on August 19, 2008, as amended hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

APPROVED AS TO FORM:



ATTEST:



V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation



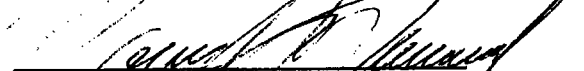
Paul C. Bertoglio
Mayor

WITNESSETH:



By:

HAYSTACK PROPERTIES, LLC

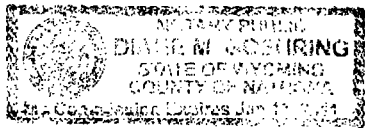


By:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Paul C. Bertoglio, Mayor of the City of Casper, Wyoming, this 7th day of October 2008.

WITNESS my hand and official seal.

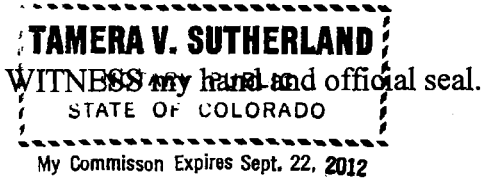


Diane M. Coe
Notary Public

My Commission Expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Donald Berland, authorized representative of Haystack Properties, LLC, this 2nd day of October, 2008.



Tamera V. Sutherland
Notary Public

My Commission Expires: 9/22/12

THE GREENWAY PARK ADDITION
SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 19th day of August, 2008, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter referred to as "City," and Haystack Properties, LLC, 290 Skyhill Drive, Golden, Colorado, 80401, hereinafter referred to as "Owner."

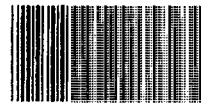
WHEREAS, Owner has applied to annex, plat, and zone 61.23-acres, more or less, and creating 41 lots, to be known as the Greenway Park Addition; and,

WHEREAS, a plat of the Greenway Park Addition has been prepared by the Owner and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this agreement.

WHEREAS, a copy of the Greenway Park Conceptual Phasing Plan, dated January 7, 2008, is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth;

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

SECTION 1 - OBLIGATIONS OF OWNER:



851620

NATRONA COUNTY CLERK, WYOMING
Renea Vitto Recorded: TG
Sep 10, 2008 03:12:04 PM
Pages: 38 Fee: \$119.00
CITY OF CASPER

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

1.1 Surveying:

- a. All subdivision corners and 1/16 corners shall be marked with 2" brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, identifying initial of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. The 1/16 corner shall be properly marked and verified as to the location, true elevation, and reference.
- b. Block and lot corners, points of tangency (PT's), and points of curves (PC's), shall be marked by ½" by 18" rebar driven flush with the ground surface, and identified by an aluminum cap. Points of intersection (PI's) of all blocks, and the PT's and the PC's of all curves shall be witnessed on site by an iron pin at the construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of lot and block corners will not be

necessary. Said markers shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.

- c. A record of all elevation data for the Addition of the 1/16 corner(s) shall be submitted to the Public Services Director prior to the issuance of any building permit.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by Section 16.24.010(R) of the Casper Municipal Code.

1.2 Construction Sequence:

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

1.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- b. The Owner shall maintain, repair, and replace, if necessary, all the improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said streets dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Streets, sidewalks, curbs, and gutters shall be constructed in accordance with the 1993 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the Public Services Director. The Owner or its assignees shall maintain adjacent sidewalks and shall replace any sidewalks, curb

and gutters, or curbwalk that was broken during construction. Prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance.

1.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All streetlights shall be installed in compliance with City of Casper street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be metal, or as otherwise approved by the City Engineering Department.

1.5 Soils Analysis:

The Owner shall provide the City Engineer with a soils analysis concurrent with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the City Engineer. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director and the City Engineer, or their designees for approval. Approval of the construction plans is required before a building permit will be issued.

1.6 Stormwater Management:

At such time that the City Council elects to proceed with a drainage basin or sub-basin wide stormwater management program, the Owner shall be required to participate by paying Owner's proportionate share of the total costs for the stormwater management facilities that would be required to mitigate any adverse basin or sub-basin runoff impacts from the subject property. The method for calculating owner's proportionate share shall be at the City Engineer's sole discretion.

1.7 Erosion Control Program:

The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner shall submit, and have approved by the City Engineer, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit. An earthwork permit shall be obtained from the City Engineer prior to any earthwork taking place in the Addition.

1.8 Retaining Walls:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the City Engineer and Community Development Director, or their designee for approval. Approval of the design(s) is required before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the

property lines. Maintenance of said walls shall be the responsibility of each individual lot Owner.

1.9 Water and Sewer:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water line sizes shall be as determined by the City. Water main stub-outs shall be installed to the south property line of East 21st Street.
- c. The Owner at its cost shall install water service lines in accordance with City specifications to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall construct the necessary sewer lines to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer sizes shall be as determined by the City. Sewer main stub-outs shall be installed to the south property line of East 21st Street.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Addition.

- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- i. Easements for all off-site utilities and future bikeway/pedestrian pathways and access must be provided prior to application for a permit to construct being made to City.
- j. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- k. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost at the time of the agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the City.

1.10 Street and Traffic Signs and Controls:

Owner shall pay the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, striping crosswalks, and traffic calming devices, as determined by the City Engineer or his designee in his sole discretion.

1.11 Surety required:

In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.

A. Surety Required Prior to Construction of Improvements and During Warranty Period.

1. The Owner shall provide financial security as provided herein in order to assure that the required streets, drainage facilities, water distribution systems, sewerage collection systems and any other required public improvements as outlined in the subdivision agreement are constructed in compliance with the city's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
2. A project may be constructed without financial security as otherwise required herein provided that the owner/subdivider submits to the City a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the subdivision agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
3. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded agreement between the Owner and the contractor as set forth in subsection (A)(2) of this section shall be provided to the City.
4. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial

surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent of the total construction costs of such improvements. This financial security for the warranty period of eighteen months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

B. Forms of Financial Security.

1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the city;
- b. Cash;
- c. Surety bonds on forms provided by the City of Casper;
- d. Unconditional letter of credit subject to the laws and courts of the state of Wyoming in a form approved by the City.

C. Construction Cost of Improvements.

The Owner's engineering consultant shall provide actual construction costs to the city for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include curb, gutter, street pavement, sidewalks, curbswalks, drainage facilities such as storm sewers, water and sewer lines, as outlined in the subdivision's drawings and specifications.

D. Release of Security.

The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the owner/developer within ten calendar days.

1.12 Miscellaneous Requirements:

- A. The Owners shall pay their proportionate share of the cost of design, engineering, materials and installation of a traffic signal at the intersection of South Missouri and East 15th Street when directed by the City Council or the City Manager. According to the

traffic study performed by SEH Inc, dated June 22, 2007 and revised on July 27, 2007, the Owner's estimated proportionate share is approximately Thirty-Six Percent (36%) based on traffic generation. The Owner shall pay the City upon invoicing of the amount, and said invoice shall include appropriate engineering, design or construction estimates. The City agrees to cause the installation of said traffic signal prior to the issuance of the last certificate of occupancy for the development.

- B. The Owner shall construct East 21st Street concurrent with Phase I (see Exhibit A). The Owner shall pay fifty percent (50%) of the actual cost of design, engineering, materials and construction of East 21st street, plus all escalation of costs (if any) as further described in Section 2 (B) of this Agreement, for the portion of the street that is adjacent to the Greenway Park Addition. East 21st Street shall be constructed according to City specifications, as a collector street. The Owner's obligation includes, but is not limited to, the construction of paving, detached sidewalks, curb, gutter, public utility extensions and stormwater improvements.
- C. The Owner shall submit a final drainage study to the City Engineering Department for review and approval prior to the issuance of a permit to construct any phase of the subdivision.
- D. Prior to the development of Greenway Park, the Owner shall submit a sanitary sewer study for review and approval by the Public Utilities Manager.
- E. Owner shall ensure that there are two or more points of vehicular access (streets) for the subdivision prior to the construction of any structures.
- F. The Owner or Homeowner's Association shall be responsible for the maintenance of all landscaping and traffic islands located within the public right-of-way.

SECTION 2 - OBLIGATIONS OF CITY:

- A. The City shall issue a building permit and certificate of occupancy for the buildings in the Greenway Park Addition under the terms of this agreement, upon performance by the Owner of the conditions set forth, in said agreement, and pursuant to the Casper Municipal Code. All building permits will be issued by the Community Development Director or his designee in accordance with the Casper Municipal Code.
- B. East 21st Street shall be constructed according to City specifications, as a collector street. The City shall pay fifty percent (50%) of the actual or estimated cost of design, engineering, materials and construction, whichever is lower, of East 21st street, for the portion of the street that is adjacent to the Greenway Park Addition. The City shall not pay more than 50% of the estimated 2008 costs, as determined by a written estimate provided by a Wyoming Registered Engineer, and accepted by the City Engineer. Any escalation of costs from the delay of the construction of the street beyond 2008, or from actual costs that exceed the written estimate, shall be paid by the Owner. Construction shall be completed by the Owner concurrent with Phase I (Exhibit A). The City will recapture its costs when the property south of East 21st Street develops in the future.

- C. The City shall extend the proposed pedestrian pathway from its northern terminus located at the north property line of the Greenway Park Addition, to East 15th Street.

SECTION 3 – REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its successors in interest.
- b. After written notice to the Owner of those items which have not been completed or properly completed, and upon failure to cure the same by the Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this paragraph are in addition to any other remedies specifically provided for in this agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

SECTION 4 – GENERAL PROVISIONS:

- A. THIS AGREEMENT shall be binding upon, and shall inure to the benefit of all parties hereto, their successors and assigns.
- B. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- C. Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- D. THE OWNER represents, by their signature below, that there are no outstanding mortgages against the property to which this agreement relates; or, in the alternative if a mortgage exists, by its signature below, the mortgage holder, and all mortgage holders, consent to the terms of this contract on their own behalf and on behalf of their successors. In the event that the mortgage holder becomes the Owner of the property, the mortgage holder is not bound to physically complete the improvements agreed to by Owner.

Mortgage holder is not a guarantor of the obligations of the Owner, except that mortgage holder's interest is subject to any dedications or other conveyances made by Owner to the public, the City or any other public entity. However, any other subsequent property Owners are obligated to complete the obligations of the Owner.

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

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

APPROVED AS TO FORM:

Walke E. Ironbit III

ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul C. Bertoglio
Paul C. Bertoglio
Mayor

WITNESSETH:

Karen Victoria
Printed Name: Karen Victoria
Title: Vice-President

HAYSTACK PROPERTIES, LLC

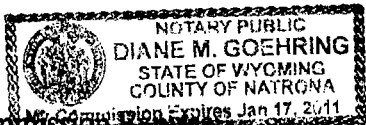
John S. Neilson
Printed Name: John S. Neilson
Title: manager

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Paul C. Bertoglio, Mayor of the City of Casper, this 1st day of August, 2008.

WITNESS my hand and official seal.



My Commission Expires Jan 17, 2011

Diane M. Goehring
Notary Public

ACKNOWLEDGEMENT

STATE OF Colorado)
)ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by John S. Neilson, as Manager, for Haystack Properties, LLC, this 2nd day of February, 2008.

WITNESS my hand and official seal.

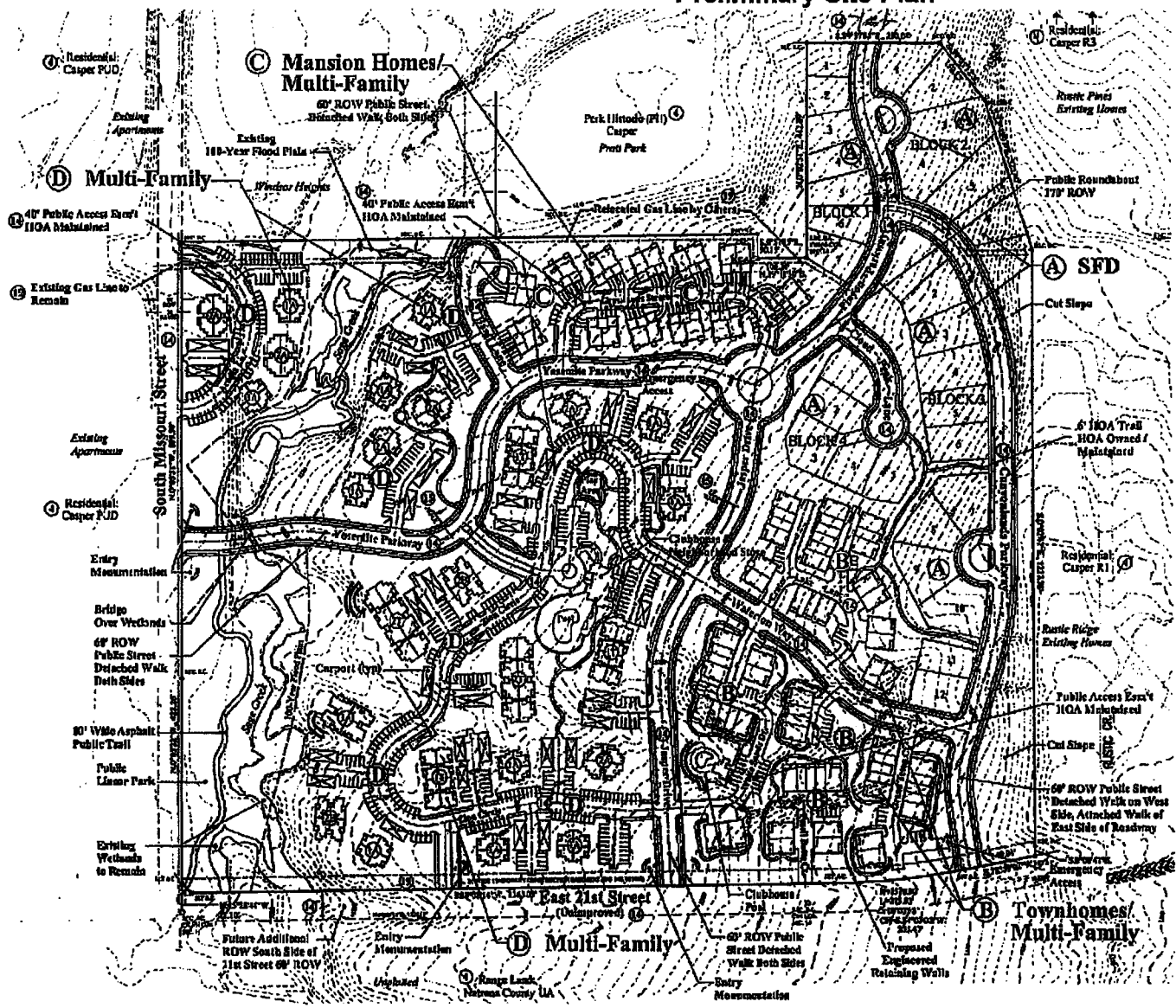
My Commission Expires 8/22/09

John S. Neilson
Notary Public

Greenway Park

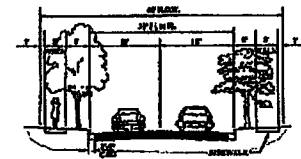
Planned Unit Development Site Plan

Preliminary Site Plan

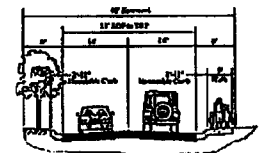


Land Use Summary Table:

Total land area:	58.73 ac. +/-
① Maximum Allowable Building Height:	45'-0"
Proposed Building Height:	
A. SFD:	35'-0" Max.
B. Townhomes / Multi-Family:	39'-0" Max.
C. Mansion Homes / Multi-Family:	39'-0" Max.
D. Multi-Family:	40'-0" Max.
Total number of dwelling units:	
A. SFD:	429 Units
B. Townhomes / Multi-Family:	39 Units
C. Mansion Homes / Multi-Family:	26 Units
D. Multi-Family:	380 Units
Dwelling units per acre:	
	7.3 +/- DU/acre
Parking:	
A. SFD (2 car garages/2 on apron)	Ratio: 120 Spaces 4.0:1
B. Townhomes / Multi-Family (2 car garages / 30 surface spaces)	Ratio: 176 Spaces 2.8:1
C. Mansion Homes / Multi-Family (2 car garages / 2 on apron / 10 surface spaces)	Ratio: 184 Spaces 4.3:1
D. Multi-Family (398 surface parking / 285 covered spaces)	Ratio: 68.8 Spaces 2.0:1



Public Boulevard (60' ROW)
 Parking allowed on both sides of roadway
 *Note: Sidewalk - 12' wide on each side of roadway



Public Access Easement - 12' EASEMENT (60' ROW)
 Easement Overlaid & Maintained



Trail Section (12' EASEMENT)
 6' W/ EASEMENT TRAILER - 6' W/ EASEMENT
 6' W/ EASEMENT TRAILER - 6' W/ EASEMENT
 6' W/ EASEMENT TRAILER - 6' W/ EASEMENT



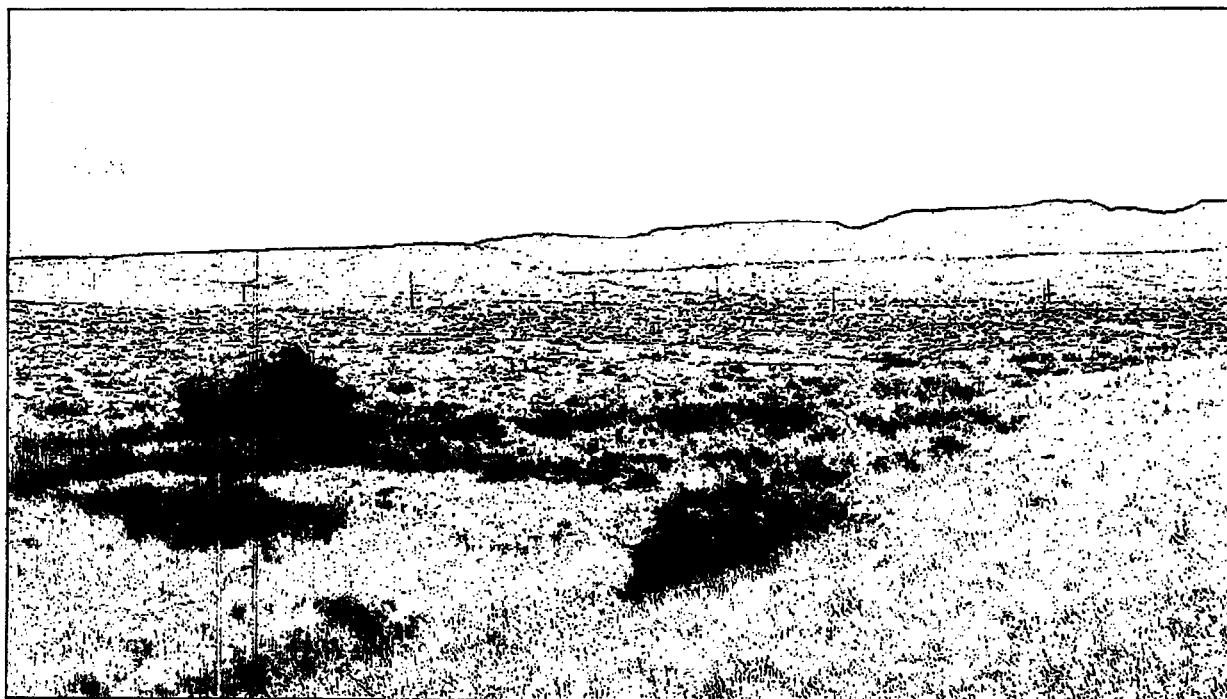
August 24, 2007
 Rev. Dec. 30, 2008
 Job No. 061922

CITY
 Exhibit A

CITY
Exhibit B

Greenway Park

*Planned Unit Development (PUD)
Narrative and Guidelines*



*Casper, Wyoming
August 24, 2007
Rev. January 07, 2008*

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Greenway Park - Planned Unit Development Narrative & Guidelines

I. Project Overview and Intent:

Greenway Park is approximately 58.73 acres of land and is located within portions of the West $\frac{1}{2}$, Northeast $\frac{1}{4}$ and portions of the Southeast $\frac{1}{4}$, Northwest $\frac{1}{4}$ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. The focus of Greenway Park will be to provide the City of Casper with a variety of dwelling units. The mix of multi-family buildings, mansion homes, townhomes and single family detached units will provide the City of Casper with a vibrant residential area that is needed for the current marketplace.

The principles used to guide this planned community capable of responding to the current and changing market place are as follows:

- Provide a mix of residential unit types that will be able to respond to existing and future market conditions.
- Allow a variety of creative solutions and flexibility that can be utilized during final construction of the residential tracts.
- Work the infrastructure and building units to most effectively use the existing character or the land.
- Promote walkability throughout the site as well as connection to adjacent parcels.

Greenway Park - Planned Unit Development Narrative & Guidelines

II. Authority and Definitions

These standards will apply to all property contained within the Greenway Park development. These guidelines will become the governing standards for review, approval and modification of development activities on the Property. The subdivision and zoning ordinances and regulations for the City of Casper will apply where the provisions of this guide do not address a specific subject.

For the purposes of this PUD, the following terms shall have the meaning as set forth below:

City – The City of Casper, Wyoming.

Code – The City of Casper Municipal Code, latest revision.

Commission – The Planning and Zoning Commission for the City of Casper.

Council – The City Council for the City of Casper.

Design Guidelines – The design guidelines for the Property as adopted by the Developer and the City.

Developer – Haystack, LLC

HOA – Homeowner's Association for the Property.

MF – Multi-Family units.

Owner – the owner of all or a portion of the Property.

Parcel – Any tract, parcel, lot or portion of the Property.

Planning Department – The Planning Department within the City of Casper's Community Development Department.

Property – The real property located in Natrona County, Wyoming as described in Exhibit A attached hereto.

PUD – Refers to this document, which constitutes the Planned Unit Development for this Property.

SFD – Single Family Detached homes.

Site – Refers to the Property.

Greenway Park - Planned Unit Development Narrative & Guidelines

III. Contact Information:

Applicant/Developer
Haystack, LLC.
John Neilson
290 Skyhill Drive
Golden, Colorado 80401

Land Planner
David A. Clinger & Assoc.
David Clinger
21759 Cabrini Blvd.
Golden, CO 80401
(303) 526-9126

Engineer
WLC
Jason Meyers
200 Pronghorn
Casper, Wyoming 82601
(307) 266-2524

IV. Site Analysis:

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. Greenway Park is bounded on the south by East 21st Street (unimproved) and unplatted land, on the east by single family residential subdivisions (Rustic Ridge and Rustic Pines), on the north by Pratt Park and Windsor Heights, and on the west by South Missouri Street and apartments.

The Project slopes from southeast to northwest and falls approximately 100 feet throughout the site. Sage Creek flows from south to north along South Missouri Street through the westerly portion of the site. The site is currently undeveloped and is covered with native grasses, sagebrush and yucca. There is existing wetland vegetation along Sage Creek.

Access to the Property will be off of South Missouri Street, the extension of Pinyon Parkway, and East 21st Street, when it is improved.

The existing zoning for the property is R3 and AG. The adjacent zoning to the Property is R1, R3, R4, AG and PH

Greenway Park - Planned Unit Development Narrative & Guidelines

V. Planning Areas and Phasing:

Greenway Park will be a vibrant residential community with a mix of residential unit types. The economic market, the location of the site, existing and proposed markets, financial viability, and consideration for existing development and natural features of the Project were used in considering the areas and residential unit types.

The area around Casper is in pressing need of newly constructed and attractive apartments. There are plenty of production homes available within the Casper area, but not many new apartment projects have been developed in Casper within the last 25 years. Along with current mortgage problems, it is harder and harder for the workforce to purchase SFD homes. Therefore, more and more singles, couples and even families will be looking for nice, new apartments for lease until the market is more viable for home ownership. Therefore, Greenway Park has provided approximately 21.3 acres of MF II – Multi-Family units. These units will be two and three story structures with either 8 or 24 units per building. There will be approximately 300 total multi-family units within parcels P1, P3 and P5, or 13.1 DU/Ac. (See Appendix C)

To provide a mix of MF unit types, Greenway Park has also provided parcels for Mansion Homes / Multi-Family (MF I) and Townhomes / Multi-Family (MF III). The Mansion Homes are 3-unit buildings that are designed to appear as a single, large residential home. It is planned that there will be approximately 36 Mansion Homes within parcel P8, or 9.7 DU/Ac. The Townhomes will have 2 to 6 units per building and will be a transition between the MF II – Multi-Family parcel and the SFD parcel. There will be approximately 63 Townhomes within parcels P6 and P7, or 7.3 DU/Ac. (See Appendix C)

To provide a transition from the higher density along the westerly portion of the site, SFD lots are located along the easterly portion of the site, next to the existing Rustic Ridge and Rustic Pines neighborhoods. These semi-custom homes will be located in the easterly parcels where there are greater slopes. To work with the existing topography and to provide an open space buffer from Rustic Ridge, the homes have been located on the west side of the proposed public roadways. The easterly walk along Pinyon Parkway and Canyonlands Parkway will be attached to help the Project with the slope up to the existing residences at Rustic Ridge. Due to the single loaded streets and existing slopes of the site, the proposed SFD will not impede the views of the existing residences to the east.

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge. The remaining are along the Sage Creek drainage way. The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site.

Greenway Park - Planned Unit Development Narrative & Guidelines

These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north.

The Project will be phased based on market demand. It is planned that portions of the Multi-Family parcels and a few Mansion Homes will be developed first. The remaining Multi-Family, Mansion Homes, Townhomes, and Single-Family lots will be developed in future phases. Initial access through the site will be provided from South Missouri Street to the west and East 21st Street to the south. This will provide the initial phases with two points of access.

Greenway Park - Planned Unit Development Narrative & Guidelines

VI. Planned Unit Development Guidelines:

The land uses identified in the Planned Unit Development Plan is to provide a guide for the development of Greenway Park. The land use areas and boundaries, as depicted, are conceptual and subject to alteration through the approval of the City of Casper Community Development Department. Changes made to the PUD, if considered minor in nature, will be revised through an administrative process within the City's Community Development Department and will not be taken to the City's Planning and Zoning Commission or City Council public hearings.

Additional, detailed site plans, involving street layouts, easement locations, lot configuration, lot sizes, building envelopes, architectural features and landscape design may be required with the development of each individual parcels. These detailed plans will conform to the general guidelines established in this document but may be allowed to revise specific details with the approval of the City of Casper Community Development Department. As long as the detailed plans are in general conformance with the PUD document then the review and acceptance of the detailed plans will be done administratively within the City's Community Development Department.

Replatting will be required with the submittal of detailed site plans. The replatting will be done so that the final easement locations, building envelopes, lot lines and setback can be established at the time of final site work. This replatting will follow the review and approval guidelines established by the City of Casper Community Development Department and require approval of the Planning and Zoning Commission and the City Council.

A total of 20% open space will be provided for the entire site. This will include the open space parcel shown on the PUD Plan as well as internal open space within each of the residential parcels.

Model homes are allowed in all parcels. The City will not issue an occupancy permit for any model home structure until the utilities are installed.

Sales offices and signs are permitted in all parcels for the duration of the initial unit/lot sale of the community.

Greenway Park - Planned Unit Development Narrative & Guidelines

a. Land Use Designations and Descriptions (See Exhibit C for area locations)

SFD

The single family detached lots will be located along the easterly side of the Project in parcels P9, P10 and P11. These parcels total approximately 7.6 acres and will be developed into approximately 30 lots (3.9 DU/Ac.). These lots are located along the easterly portion to provide: 1) a transition from the existing residences to the east and the greater density to the west, 2) design walk-out lots and single load the streets to allow development on a slope, 3) provide semi-custom homes that will match with the proposed development as well as the existing homes to the east, 4) offer spectacular view to the south and southwest.

MF I – Mansion Homes / Multi-Family

The MF I - Mansion Homes parcel is located along the northerly portion of the Project, next to Pratt Park. This area is designated as parcel P8 on the PUD Plan and is approximately 3.7 acres and will be developed into approximately 36 units (9.7 DU/Ac.). This parcel will provide an additional MF unit design as well as act as a transition from the apartments to the SFD parcel. The Mansion Homes are 2 story, 3-unit buildings that are designed to appear as a single, large residential home.

MF II – Multi-Family

The MF II – Multi-Family parcel are located along the westerly portion of the Project in parcels P1, P3 and P5. These multi-family structures will be 2 and 3 story buildings with 8-units per building and 24-units per building. These building will be served by private, HOA maintained roadways and will have an extensive trail/walking system to provide connections throughout the site. The parcel area for MF III – Multi-Family is approximately 21.3 acres and will be developed into approximately 300 units (14.1 DU/Ac.).

MF III – Townhomes / Multi-Family

The MF III – Townhomes parcels are located in the middle of the site and will be a transition from SFD to MF II – Apartments. The parcels for MF-Townhomes are parcels P6 and P7, and are approximately 8.6 acres. These parcels will be developed into approximately 63 units (7.3 DU/Ac.). The Townhomes will be two story buildings and have 2 to 6 units per building.

OS – Open Space

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge (parcel P12). The remaining two are along the Sage Creek drainage way (parcel P2 and P4). These parcels are approximately 8.6

Greenway Park - Planned Unit Development Narrative & Guidelines

acres and account for approximately 14% of the site. Additional open space will be provided within each of the residential parcel so that a minimum of 20% open space is provided for Greenway Park.

The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond, north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site. These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north. In addition, Greenway Park is currently planning on working with the City to provide a 10' wide, asphalt trail along Sage Creek, connecting East 21st Street with Pratt Park.

Greenway Park - Planned Unit Development Narrative & Guidelines

b. Building Height, Setbacks and Minimum Lot Size

Objective:

To provide a variety of acceptable building heights and setbacks related to the parcel designations and market demand.

Design Guidelines:

Factors in determining the building heights and setbacks may include the building type, architectural style, building configuration and building orientation, as well as, the building's relationship to adjacent uses, open space, pedestrian circulation and landscape treatment.

Variable front yard setbacks are encouraged to provide visual variety to the street scene.

Minimum lot widths, sizes, intensity, building heights and setbacks that are established by this Planned Unit Development supersede the City of Casper Municipal Code, where applicable.

Revisions or changes to the building heights, setback and lot sizes will be allowed with approval from the City of Casper Community Development Department.

Minimum Heights, Setbacks and Lot Sizes				
	SFD*	MF I	MF II	MF III
Parcels	P9, P10, P11	P8	P1, P3, P5	P6, P7
Min. Lot Area	5,850 SF	10,000 SF	10,000 SF	10,000 SF
Min. Lot Width	50'	100'	100'	100'
Min. Lot Depth	88.5'	100'	100'	100'
Front Setback	20'	15'	15'	15'
Rear Setback	10'	15'	15'	15'
Side Setback	5'	5'	5'	5'
Side Adjacent to Street	15'	15'	15'	15'
Building Height	35'	35'	35'	45'

* Flag Lots will be allowed within the SFD parcels.

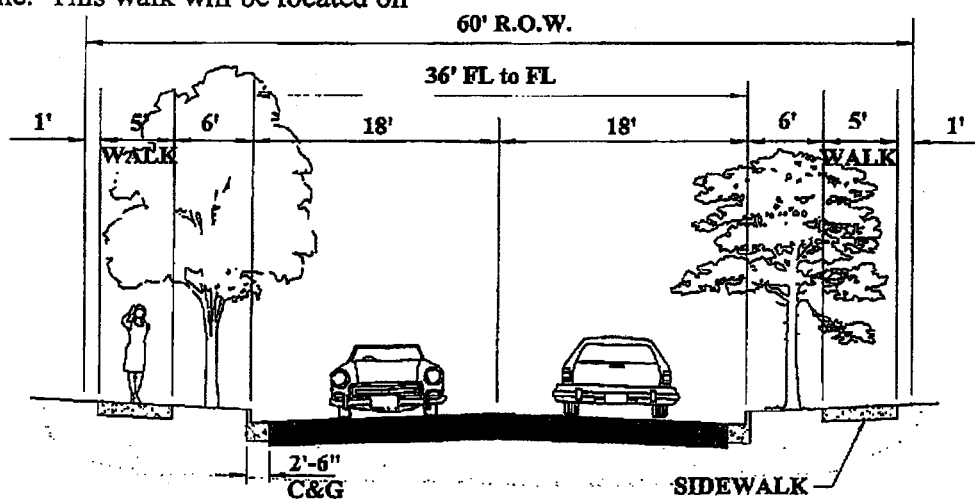
Greenway Park - Planned Unit Development Narrative & Guidelines

c. Street Standards

Public Residential Streets

All public roadways through this site will use this street section. These roadways include Yosemite Parkway, Banff Lane, Cloud Peak Lane, Jasper Drive, Waterton Way, Pinyon Parkway and Canyonlands Parkway. The Public Residential Streets shall be designed to the following guidelines:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. 60' Right-of-Way (additional right-of-way may be required if an additional lane is needed for turning movements at intersections) 2. 32' pavement width. 36' flowline to flowline width. 3. Parking to be provided on both sides of roadway. 4. 6" vertical curb with 2' pan. 5. 6' landscape strip (both sides) from flowline to edge of walk. 6. 5' detached walk located 6' from flowline and 1' from right-of-way line. This walk will be located on | <p style="text-align: center;">both sides of the public roadways. The walk along the east side of Pinyon Parkway will be attached.</p> <ol style="list-style-type: none"> 7. 125' minimum horizontal centerline radius. 8. 75' minimum tangent between reverse curves. 9. 25 MPH posted speed. 10. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department. |
|--|---|



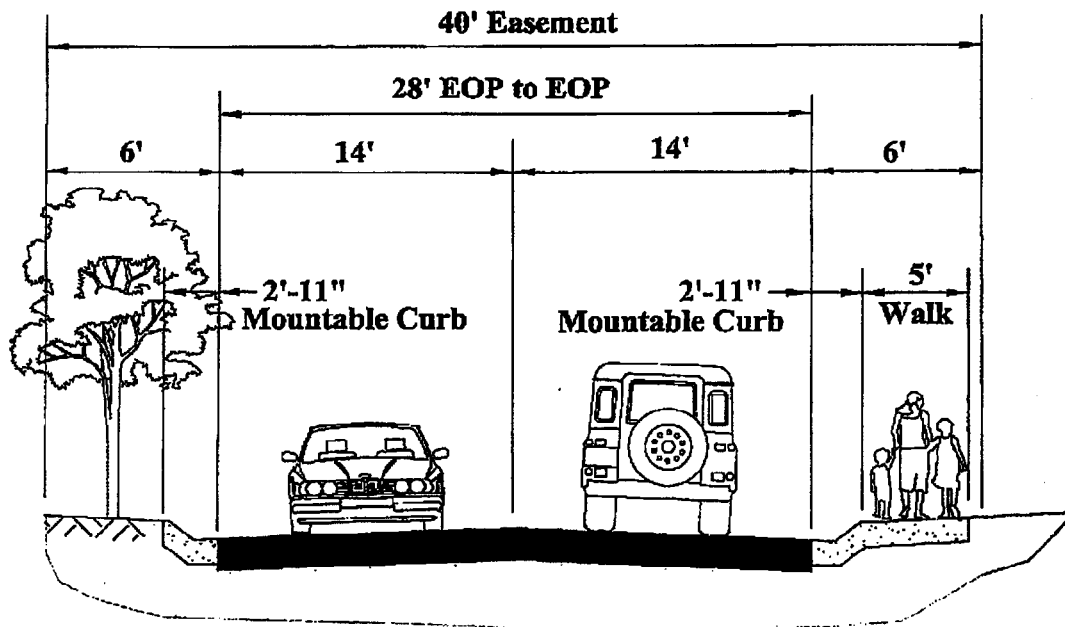
Public Residential Street - 60' R.O.W. (NTS) **Parking allowed on both sides of roadway**

Greenway Park - Planned Unit Development Narrative & Guidelines

Public Access Easements/Drives

Public Access Easements/Drives are provided for access to all attached units and to the parking for the attached units. Parallel parking will not be allowed on these Public Access Easements/Drives. Parking will only be allowed in the perpendicular parking stalls, covered parking areas, driveway aprons and garages. All Public Access Easements/Drives will be owned and maintained by the Home Owners Association. Public Access Easement/Drive will follow the following guidelines:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. 40' Right-of-Way or Easement (dedicated to the H.O.A.). 2. 28' pavement width. 3. 2'-11" mountable curb and gutter. 4. 5' attached walk (on one side only). 5. This cross-section will be adjusted when parking areas and garages are located along the right-of-way. These will come off the pavement at | <ol style="list-style-type: none"> the edge-of-pavement line at a minimum. 6. 50' min centerline radius. 7. 15 MPH posted speed. 8. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department. |
|--|--|



Private Access Easement - 40' Easement (NTS)
HOA Owned & Maintained

Greenway Park - Planned Unit Development Narrative & Guidelines

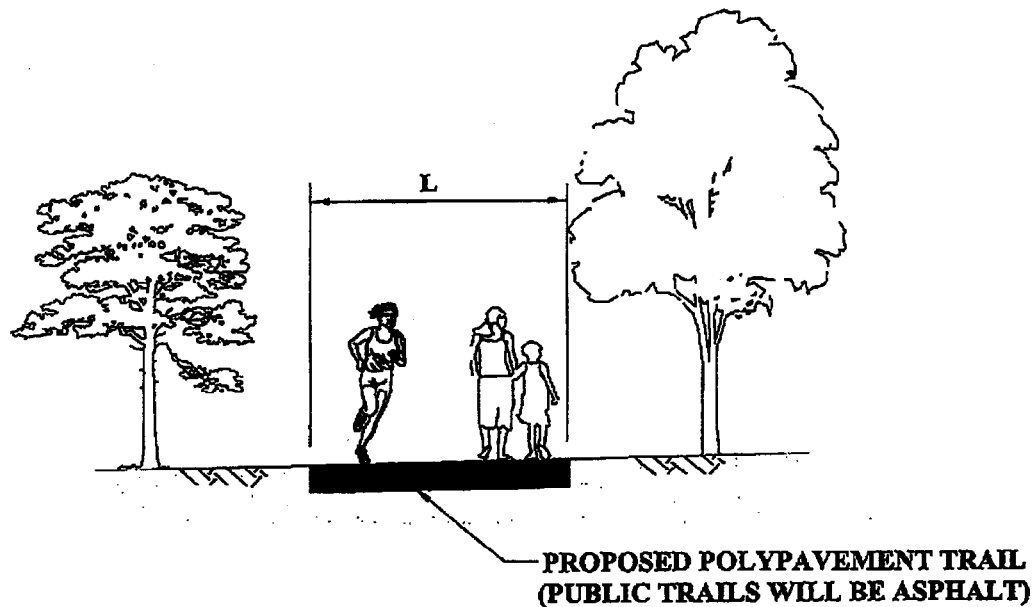
Trails

Trails will be provided throughout the site to provide connection and walkability within the Project, as well as to adjacent parcels and Pratt Park to the north of the site. Trails will follow the following guidelines:

HOA maintained trails will be constructed of Polypavement or approved equal.

All Private trails within the Project will be 6' wide. These trails will be owned and maintained by the HOA.

All public trails used for emergency access or direct access to Pratt Park, along Sage Creek will be 10' wide. These trails will be constructed of asphalt and will be owned and maintained by the City of Casper.



Trail Sections (NTS)

- L = 6' FOR PEDESTRIAN TRAILS - HOA OWNED & MAINTAINED**
- L = 10' FOR TRAILS NECESSARY TO PROVIDE EMERGENCY VEHICLE ACCESS / PUBLIC TRAIL TO PARK**

Greenway Park - Planned Unit Development Narrative & Guidelines

d. Parking:

Objective:

To provide adequate amount of parking to satisfy the proposed uses within this PUD.

Design Guidelines:

Provide parking in an attractive and unobtrusive manner through the use of parking placement, location next to buildings and landscaping features.

Each SFD unit will provide a minimum of two garage parking spaces along with two spaces within the driveway apron for a total of four off-street parking spaces per unit.

All public roadways will allow parallel parking on both side of the street.

MF I parcel will include four off-street parking spaces per unit. Two of these spaces will be in the garage and two spaces will be provided in the driveway apron.

MF II parcel will include 1.5 off-street parking spaces for 1 bedroom units, 2.5 off-street parking spaces for 2 bedroom units, and 2.5 off-street parking spaces for 3 bedroom units. These off-street parking spaces including both covered and non-covered parking.

MF III parcel will include 1.8 off-street parking spaces per unit. Two spaces will be in the garage and 0.8 space will be provided in driveway aprons and/or off-street parking spaces for residents and guests.

Minimum parking stall size will be 9'x20' with handicap spaces to be designed to conform to current ADA standards.

Greenway Park - Planned Unit Development Narrative & Guidelines

e. Landscaping and Fencing:

Objective:

Provide landscape features and fences that will visually enhance the project as a whole. These features will also provide transitions and buffers between adjacent parcels, streets and differing land uses.

Development Guidelines:

The use of landscaping will be provided to minimize the visual impact of parking areas.

Retain existing wetlands and vegetation along Sage Creek, when possible.

Provide xeriscape where practical in order to lessen water requirements for the landscaping.

Screening will be provided when buildings are adjacent to major streets and between differing land uses. Examples for screen include: shrubs, walls, trees, and berms.

Greenway Park - Planned Unit Development Narrative & Guidelines**f. Lighting:****Objective:**

The purpose of the lighting design will be to provide lighting that is appropriate to the individual parcels but to be consistent with an overall community theme.

Development Guidelines:

All lighting will be consistent with the overall theme of Greenway Park. A coordinated lighting standard will be used throughout the Project.

Lighting fixtures will reflect the character, height and scale of the proposed development. The lighting will be used to provide safety and enhance landscape, building and architectural features.

Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

Greenway Park - Planned Unit Development Narrative & Guidelines

g. Signage and Monumentation:

Objective:

To provide guidelines for signage and monumentation that will be consistent with the architectural features, landscape features and overall community at Greenway Park.

Development Guidelines:

Signs within Greenway Park boundary shall comply with the standards set forth in Title 17, Chapter 17.96 Signs of the City of Casper Municipal Code unless otherwise provide in this PUD Guideline document.

All materials used in signage, other than temporary signs and traffic signs, shall be durable and permanent in nature. These signs shall be constructed to require minimum maintenance and be resistant to weathering and staining.

Project signs that identify Greenway Park community may be provided at each of the project entrances. These monument signs will be designed within an overall landscape and monument design theme. The project signs will be ground mounted with a maximum text area of 100 square feet per face and a maximum of two faces per entry to the project. The text area will not exceed eight feet in height, as measured from finished grade. Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

EXHIBITS

Greenway Park

Planned Unit Development

Exhibit A OWNER

Legal Description:

A TRACT OF LAND BEING A PORTION OF THE N1/2 OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., AND ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7, "PRATT ADDITION NO. 6" (PHASE ONE) TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:

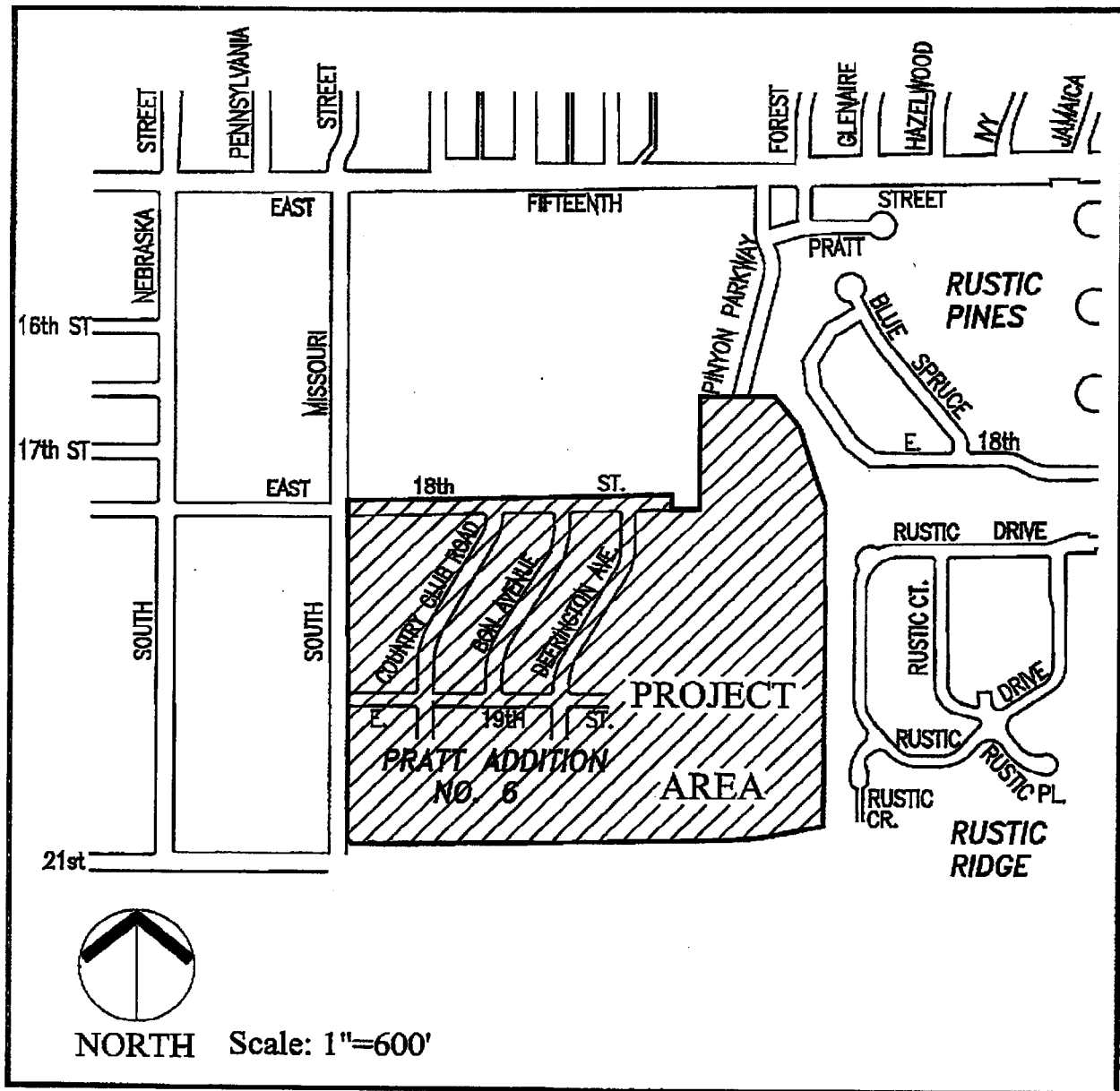
COMMENCING AT A FOUND BRASS CAP MARKING THE C-N 1/16 CORNER OF SAID SECTION 14, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE N.0°02'51"E., (N.00°38'13"W., RECORD) ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 442.89 (442.02, RECORD) FEET TO A BRASS CAP AT A POINT WHICH LIES ON THE SOUTH LINE OF RUSTIC PINES ADDITION; THENCE S.89°57'04"E., (N.89°22'41"E., RECORD) ALONG THE SOUTH BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 280.04 (280.09, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.39°47'04"E., (S.39°47'04"E., RECORD) CONTINUING ALONG THE SOUTHERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 150.16 (149.94, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.17°43'07"E., (S.18°23'50"E., RECORD) CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 325.40 (325.53, RECORD) FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION TO THE CITY OF CASPER; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE, 1227.78 (1227.45, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF SAID RUSTIC RIDGE; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE AS EXTENDED SOUTH, 21.23 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE TRACT OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE NORTH LINE OF A 60.00 FOOT WIDE RIGHT-OF-WAY FOR THE FUTURE EXTENSION OF EAST 21ST STREET; THENCE S.78°59'02"W., (S.78°18'23"W., RECORD) ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 148.91 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THIS TRACT OF LAND, THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°03'58" (10°02'58" RECORD) AND AN ARC LENGTH OF 275.83 (275.37, RECORD) FEET, SAID CURVE HAVING A CHORD BEARING AND A DISTANCE OF S.84°07'02"W. (S.83°25'56"W., RECORD) AND 275.47 (275.02, RECORD) FEET, TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF TANGENCY; THENCE S.89°08'14"W., (S.88°27'25"W., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 1363.03 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION; THENCE N.45°28'44"W., (N.46°09'33"W., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 28.10 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MISSOURI STREET; THENCE N.0°05'22"W., (N.00°48'32"W., RECORD) ALONG THE EAST LINE OF PRATT ADDITION NO. 4 AND ALONG THE WESTERLY LINE OF THIS TRACT OF LAND, 422.26 (422.22, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE N.0°05'51"W., ALONG THE WEST LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE EASTERLY LINE OF 50 FOOT WIDE SOUTH MISSOURI STREET, 899.90 FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE SOUTHWEST CORNER OF WINDSOR HEIGHTS ADDITION TO THE CITY OF CASPER; THENCE N.89°12'07"E., ALONG THE NORTHERLY LINE OF SAID PRATT ADDITION NO. 6 AND THE SOUTH LINE OF SAID WINDSOR HEIGHTS ADDITION AND SOUTH LINE OF PRATT PARK, 1224.10 FEET TO A FOUND BRASS CAP AT THE NORTHEASTERLY CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE S.0°57'35"E., ALONG THE EASTERLY LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND SAID PRATT PARK 50.15 FEET TO AN ALUMINUM CAP RECOVERED THIS SURVEY AT THE INTERSECTION BETWEEN THE EASTERLY BOUNDARY LINE OF PRATT ADDITION NO. 6 (PHASE ONE) NORTH LINE OF THE SE1/4NW1/4 OF SECTION 14; THENCE N.89°11'30"E., (N.88°32'00"E., RECORD) ALONG THE NORTH LINE OF SAID SE1/4NW1/4 OF SAID SECTION 14, 106.34 (106.43, RECORD) FEET TO THE POINT OF BEGINNING AND CONTAINING 58.73 ACRES, MORE OR LESS.

Greenway Park

Planned Unit Development

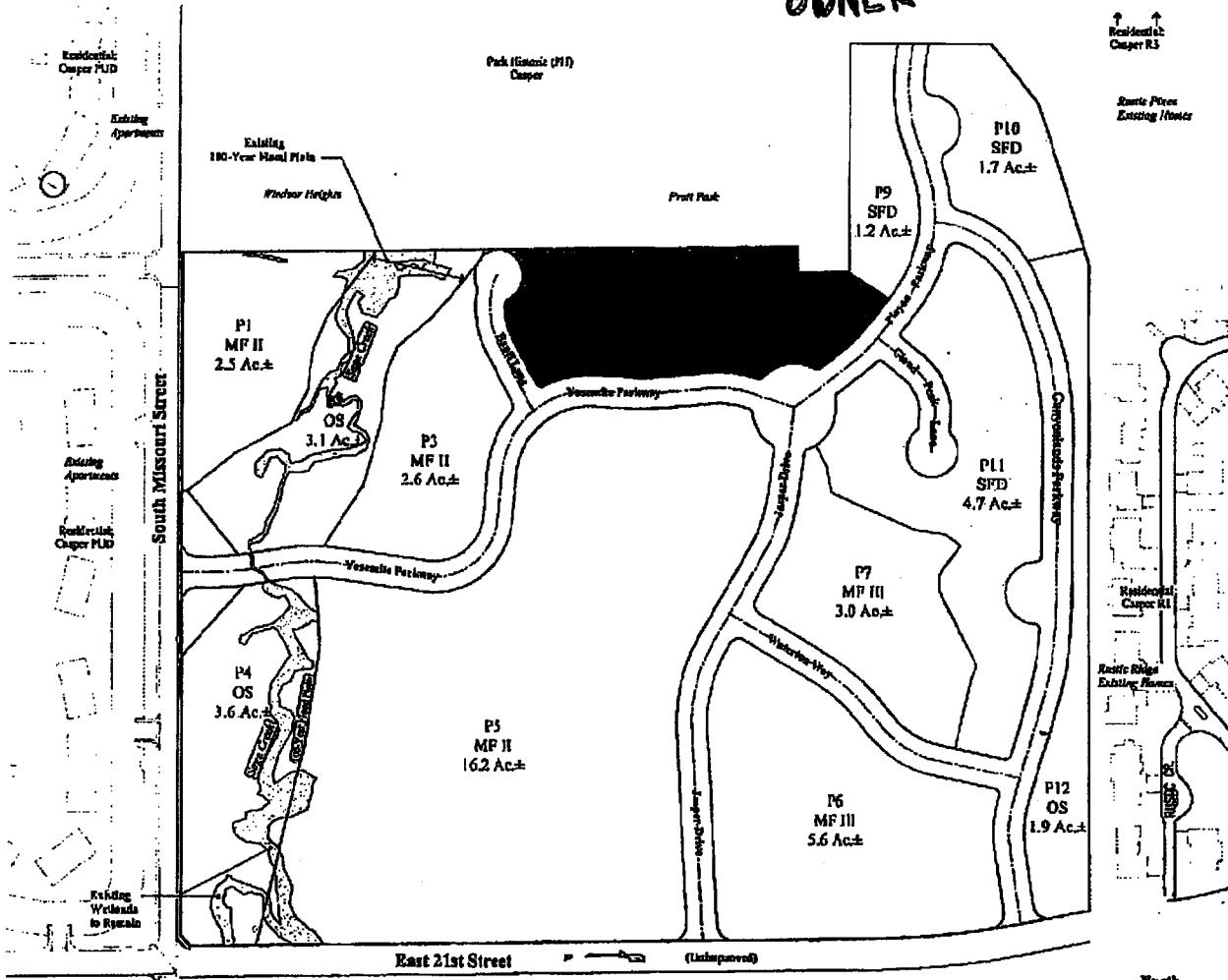
Exhibit B

OWNER



Vicinity Map

Greenway Park Planned Unit Development Exhibit C OWNER



Land Use Summary Table:

SFD	7.6 Ac.	(12.9%)
MF I	3.7 Ac.	(6.3%)
MF II	21.3 Ac.	(36.3%)
MF III	8.6 Ac.	(14.6%)
OS Tracts*	8.6 Ac.	(14.6%)
ROW Dedication	8.9 Ac.	(15.1%)
Total:	58.75 Ac.	(100.0%)

- Legend**
- OS - Open Space*
 - SFD - Single Family Detached Lots
 - MF I - Mansion Homes / Multi-Family
 - MF II - Multi-Family
 - MF III - Townhomes / Multi-Family

*A minimum of 20% open space will be provided for the entire site.

Note: Areas & Parcel Boundaries are conceptual only and can vary at the time of Final Site Plan Submitted for each Parcel.

Unplatted
Range Land:
Nelson County U.A.



OWNER:
Haystack, LLC
290 Skyline Drive
Casper, CO 82401
303.526.5474

ENGINEER:
WLC
300 Fremont Street
Casper, WY 82417
307.266.2284

LAND PLANNER:
David A. Givner & Assoc., Ltd.
"State of the Art" Land Planning
Development Consultants
27153 Cabernet Boulevard
Golden, Colorado 80402
(303) 634-9126
www.dagllp.com

August 24, 2007
Rev. Jan. 07, 2008
Job No. 06023

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION



FRONT ELEVATION

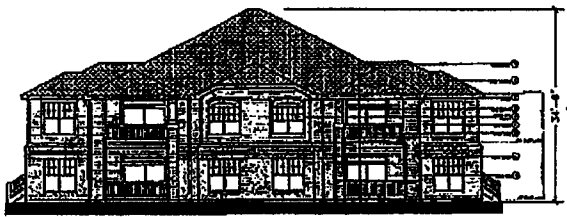


RIGHT ELEVATION



REAR ELEVATION

Ⓜ MANSION HOMES



FRONT ELEVATION



FRONT ELEVATION



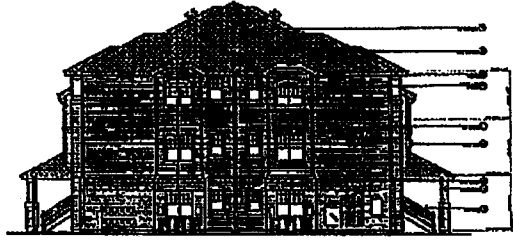
SIDE ELEVATION

Ⓜ TOWNHOMES



SIDE ELEVATION

Ⓜ 3-UNIT MULTI-FAMILY (2A)



SIDE ELEVATION

Ⓜ 24-UNIT MULTI-FAMILY (1T)

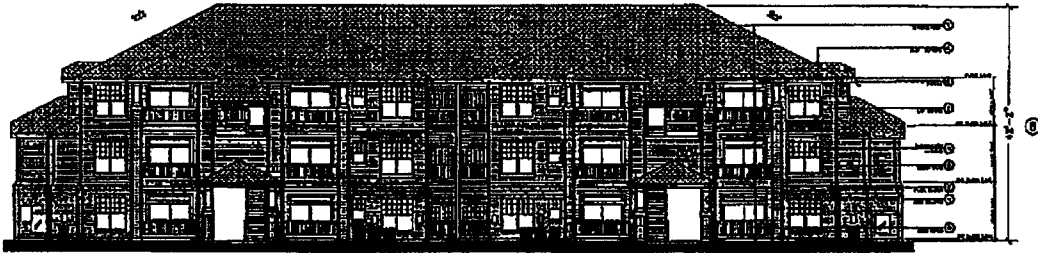
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August 24, 2007
Nov. Jan. 01, 2008
Job No. 06023

Sheet
1 of 3
Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



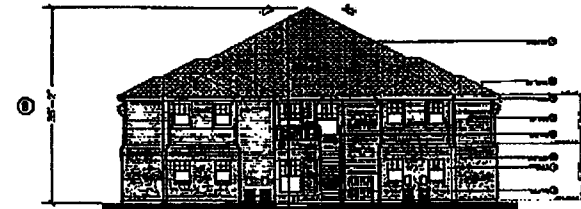
FRONT ELEVATION



FRONT ELEVATION



SIDE ELEVATION
② 24-UNIT MULTI-FAMILY ②T



SIDE ELEVATION
② 8-UNIT MULTI-FAMILY ③A



FRONT ELEVATION



FRONT ELEVATION



SIDE ELEVATION
② 8-UNIT MULTI-FAMILY ②B



SIDE ELEVATION
② 8-UNIT MULTI-FAMILY ①A

Scale: 1"=10'
August 24, 2007
Rev. Jan. 07, 2008
Job No. 05023

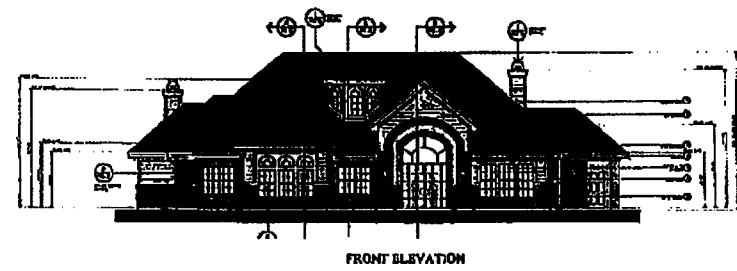
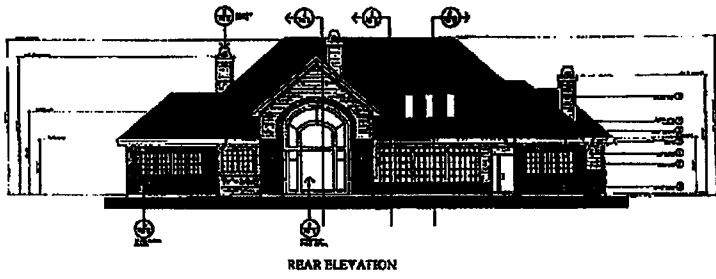
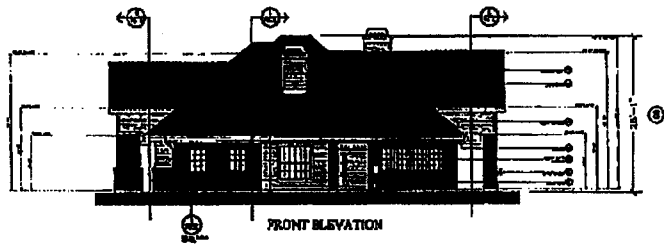
Sheet
2 of 3

Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



Ⓜ MULTI-FAMILY CLUBHOUSE

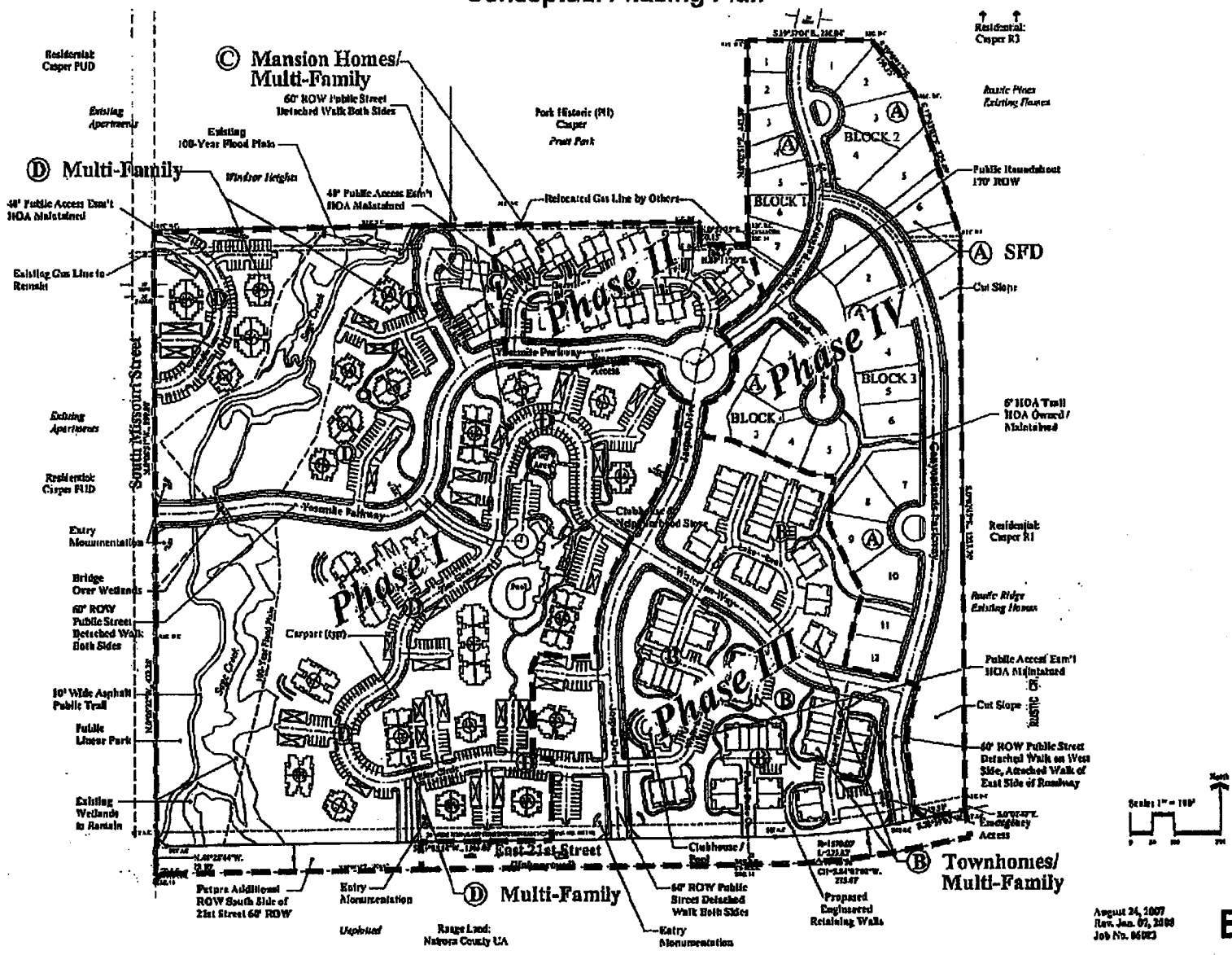
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Rev. Jan. 07, 2DUS
Job No. 06023

Sheet
3 of 3
Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Conceptual Phasing Plan



CITY
Exhibit D

August 24, 2007
Rev. Jan. 07, 2008
Job No. 04023

Unplatted
Range Land
Natura County LA

GREENWAY PARK PHASE I
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this 6th day of August, 2009, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Haystack Properties, LLC, 13394 East Control Tower Road, Englewood, CO 80112, hereinafter designated as "Owner."

WHEREAS, Owner has applied for site plan approval for construction of Phase I Greenway Park Addition, a 208 unit apartment complex and related accessory buildings, comprising 14.1-acres, more or less, and located on Tract G, Greenway Park II; and,

WHEREAS, pursuant to the terms of the Greenway Park PUD (Planned Unit Development) Site Plan Agreement between the City of Casper and Haystack Properties, LLC, dated February 2, 2008, the Owner is required to submit a site plan prior to the construction of any phase of the subdivision, which requires the approval of the Community Development Director; and,

WHEREAS, a copy of said site plan, Sheets 1-7, all dated February 20, 2009 and revised on April 14, 2009, are attached hereto as Exhibit "A," and are incorporated herein at this point as if fully set forth; and,

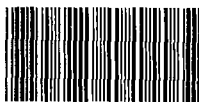
WHEREAS, a copy of elevations, Sheets A4.1-AT, BA, BB, BT, C, R, and A4.2-R, all dated June 19, 2008 and revised August 11, 2008, are attached hereto as Exhibit "B," and are incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the landscaping plan, Sheets L1, L2 and L3, all dated April 29, 2009, are attached hereto as Exhibit "C," and are incorporated herein at this point as if fully set forth:

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Owner shall construct the proposed pedestrian trail running parallel to South Missouri Street, along the east side of Sage Creek, from the north property line to the south property line of Greenway Park II, concurrent with Phase II of the development. Once said trail is constructed, the City may relieve the Owner from its obligation to construct sidewalk along South Missouri Avenue if adequate pedestrian connections to South Missouri Avenue are provided and the pedestrian trail serves the same intended purpose. The City's final determination regarding the sidewalk along South Missouri Avenue will occur during site plan approval of Phase II.



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NATRONA COUNTY CLERK, WY
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Pages: 30 Fee: \$95.00
CITY OF CASPER

- B. Pursuant to both the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008 and the Greenway Park Addition Subdivision Agreement dated August 19, 2008, the Owner shall construct East 21st Street to the east boundary of Greenway Park II Addition concurrent with Phase I of the development. East 21st Street shall be constructed according to standard City specifications as a collector street, and construction shall include paving, detached sidewalks, curb, gutter, public utility extensions (stub-outs) and stormwater improvements. The City shall reimburse the Owner 50% of the costs to build East 21st Street, at such time as invoices are submitted by Owner to the City, in a total amount up to 80% of the City's total obligation. The remaining 20% of the City's obligation shall be withheld by the City until either the 18-month warranty period has elapsed and the improvements have been accepted by the City, or until such time as an 18-month warranty bond is provided to the City by Owner, pursuant to the requirements of the Casper Municipal Code. Pursuant to the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008, the City's portion of said costs shall not exceed fifty percent (50%) of the estimated 2008 cost to construct said street. According to a January 30, 2008 cost estimate prepared by the City Engineer, the cost to construct East 21st Street was estimated to be \$548 per lineal foot. The approximate length of 21st Street that will be constructed is 1,810 lineal feet; therefore, the City's 50% proportionate share of the cost of East 21st Street shall not exceed \$495,940 ($\$548 \times 1810 \text{ lineal feet} = \$991,880/2$).
- C. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit a revised or updated sanitary sewer study to the City Engineer for review and approval.
- D. The Owner shall construct a secondary access, meeting standard City and Emergency Services Department minimum specifications, for Phase I, located in the southwest corner of the development, accessing East 21st Street.
- E. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide the City with recorded "public access easements" in a form acceptable to the City, for all internal drives in Phase I.
- F. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide a revised garbage collection plan to the City Engineer for review and approval.

- G. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide all necessary utility (water and/or sewer) easements to the City, in a form acceptable to the City.
- H. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit a revised or updated storm drainage study to the City Engineer for review and approval.
- I. Prior to the issuance of a Permit to Construct public improvements, Owner shall provide the City with written clearance from the U.S. Army Corp of Engineers (USACOE) for any wetland impacts that may occur due to the Phase I development.
- J. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit to the City a "Floodplain Development Permit Application" and all related documents for review and approval for the construction of East 21st Street or any other disturbance to the regulatory floodway and/or floodplain.
- K. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide a signage and striping plan for Phase I of the development to the City Engineer for review and approval, including both private and public street accommodations.
- L. Pursuant to the Greenway Park II Subdivision Agreement Amendment dated October 7, 2008, "Owner shall design and construct the traffic signal to be located at the intersection of South Missouri Avenue and East 15th Street, and shall pay their proportionate share of the costs (36%). Said signal shall be installed concurrent with the construction of public improvements in Phase I of the development, and no Certificates of Occupancy shall be issued until the traffic signal is in place and functional. The City will reimburse the applicant for the balance of the costs for design and construction of the signal (64%)."

II. OBLIGATIONS OF THE OWNERS:

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

- A. The Owner shall landscape the property in keeping with the landscape plan approved by the Community Development Director, and comply with the following landscaping requirements:
 - 1. Landscape and beautify the areas identified on the Landscape Plan.

2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owners' request for an extension, which shall not exceed six (6) months. In the event the owner is granted an extension for compliance with landscaping construction, the issuance of a certificate of occupancy shall not be delayed pending the completion of the landscaping.
- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon

demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.

- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal code, shall be three inch (3") asphaltic concrete surface over three inches (3") of asphaltic binder course over eight inches (8") of grading "W" base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.
- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum Standards for Commercial Sanitation Container Facility" dated March 2002, or "Minimum Standards for Double Bin Commercial Sanitation Facilities." Alternately, upon approval by the City Sanitation Department, other designs may be accepted.
- H. All public improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept

the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving and/or landscaping work is completed in the Development.
- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- L. The Owner at its cost shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the

City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.

- P. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost at the time of the agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to

be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.

- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements as outlined in the site plan agreement are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.

- W. A project may be constructed without financial security as otherwise required herein provided that the owner/subdivider submits to the City a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the subdivision agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.

- X. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded agreement between the Owner and the contractor as set forth in subsection (A)(2) of this section shall be provided to the City.

- Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty

period. The financial security during the warranty period shall be in the amount of twenty percent of the total construction costs of such improvements. This financial security for the warranty period of eighteen months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

Z. Forms of Financial Security.

1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the city;
- b. Cash;
- c. Surety bonds on forms provided by the City;
- d. Unconditional letter of credit subject to the laws and courts of the state of Wyoming in a form approved by the City.

AA. The Owner's engineering consultant shall provide actual construction costs to the city for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.

BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the owner/developer within ten calendar days.

III. OBLIGATIONS OF THE CITY:

A. The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

B. The City shall reimburse the Owner 50% of the costs to build East 21st Street, at such time as invoices are submitted by Owner to the City, in a total amount

up to 80% of the City's total obligation. The remaining 20% of the City's obligation shall be withheld by the City until either the 18-month warranty period has elapsed and the improvements have been accepted by the City, or until such time as an 18-month warranty bond is provided to the City by Owner, pursuant to the requirements of the Casper Municipal Code. Pursuant to the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008, the City's portion of said costs shall not exceed fifty percent (50%) of the estimated 2008 cost to construct said street. According to a January 30, 2008 cost estimate prepared by the City Engineer, the cost to construct East 21st Street was estimated to be \$548 per lineal foot. The approximate length of 21st Street that will be constructed is 1,810 lineal feet; therefore, the City's 50% proportionate share of the cost of East 21st Street shall not exceed \$495,940 ($\$548 \times 1810 \text{ lineal feet} = \$991,880/2$).

- C. Pursuant to the Greenway Park II Subdivision Agreement Amendment dated October 7, 2008, the Owner is responsible for designing and constructing the traffic signal to be located at the intersection of South Missouri Avenue and East 15th Street. The City shall reimburse the applicant for sixty four percent (64%) of the cost of said signal at such time as the signal installation is completed by the Owner and accepted by the City.

IV. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this contract in an expeditious manner, the City may at its option, do any or all of the following:

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of

law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:

Wallace Tremblay III

ATTEST:

Dee Hardy

CITY OF CASPER, WYOMING
A Municipal Corporation

April D. Getchius
April D. Getchius, AICP
Community Development Director

WITNESSETH:

HAYSTACK PROPERTIES, LLC

Dee Hardy
Printed Name
Title: Dee Hardy

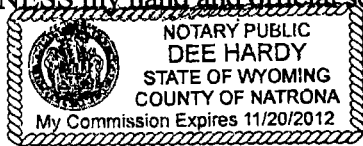
Donald B. Berland
By:
Printed Name: Donald B. Berland
Title: Member

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by April D. Getchius, AICP, Community Development Director, City of Casper, this 18th day of August, 2009.

WITNESS my hand and official seal.



Dee Hardy
Notary Public

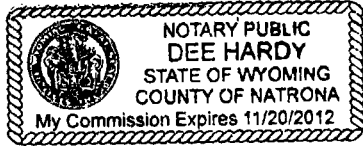
My Commission Expires: 11/20/12

ACKNOWLEDGEMENT

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by Donald B. Berland
as Member for Haystack Properties, LLC, this 6th day of
August, 2009.

WITNESS my hand and official seal.



Dee Hardy
Notary Public

My Commission Expires: 11/20/12

GREENWAY PARK CASPER, WYOMING

SECTION 14, T33N, R79W, 6 P.M.
NATRONA COUNTY, WYOMING

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF NATRONA, STATE OF WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS IS ASSUMED TO BE N 89°08'14" E FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 TO THE CENTER QUARTER CORNER OF SAID SECTION 14;

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 14; THENCE S 89°08'14" W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 A DISTANCE OF 237.93 FEET;

THENCE N 00°51'46" W PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY OF SAID SOUTH LINE, ALSO BEING THE POINT OF BEGINNING;

THENCE S 89°08'14" W ALONG SAID PARALLEL LINE A DISTANCE OF 800.95 FEET;

THENCE N 22°27'42" W A DISTANCE OF 229.93 FEET;

THENCE N 14°04'25" E A DISTANCE OF 176.55 FEET;

THENCE N 08°51'14" E A DISTANCE OF 188.20 FEET;

THENCE N 02°02'47" W A DISTANCE OF 47.75 FEET;

THENCE N 04°41'06" W A DISTANCE OF 93.03 FEET;

THENCE 31.24 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, WITH A CENTRAL ANGLE OF 6°37'49", AS SUBTENDED BY A CHORD WHICH BEARS S 85°43'28" E A DISTANCE OF 31.23 FEET;

THENCE S 82°24'33" E A DISTANCE OF 71.68 FEET;

THENCE 105.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, WITH A CENTRAL ANGLE OF 26°12'24";

THENCE S 10°06'54" E A DISTANCE OF 65.69 FEET;

THENCE 69.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 184.00 FEET, WITH A CENTRAL ANGLE OF 21°33'22";

THENCE S 28°06'53" E A DISTANCE OF 5.75 FEET;

THENCE S 00°04'25" W A DISTANCE OF 20.00 FEET;

THENCE 108.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 136.00 FEET, WITH A CENTRAL ANGLE OF 45°54'21", AS SUBTENDED BY A CHORD WHICH BEARS N 67°07'15" E A DISTANCE OF 106.07 FEET;

THENCE N 44°10'04" E A DISTANCE OF 322.53 FEET;

THENCE 168.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 214.00 FEET, WITH A CENTRAL ANGLE OF 45°00'53";

THENCE N 89°10'57" E A DISTANCE OF 110.26 FEET;

THENCE 89.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 164.00 FEET, WITH A CENTRAL ANGLE OF 31°09'59";

THENCE 22.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, WITH A CENTRAL ANGLE OF 87°26'53";

THENCE N 32°54'03" E A DISTANCE OF 12.73 FEET;

THENCE 26.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 136.00 FEET, WITH A CENTRAL ANGLE OF 11°21'21";

THENCE S 68°27'18" E A DISTANCE OF 28.00 FEET;

THENCE 32.50 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 164.00 FEET, WITH A CENTRAL ANGLE 11°21'21", AS SUBTEND BY A CHORD WHICH BEARS S 27°13'22" W A DISTANCE OF 32.45 FEET;

THENCE S 32°54'03" W A DISTANCE OF 169.37 FEET;

THENCE 286.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 486.00 FEET, WITH A CENTRAL ANGLE OF 33°45'49";

THENCE S 00°51'46" E A DISTANCE OF 192.11 FEET;

THENCE 6.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 11°40'00";

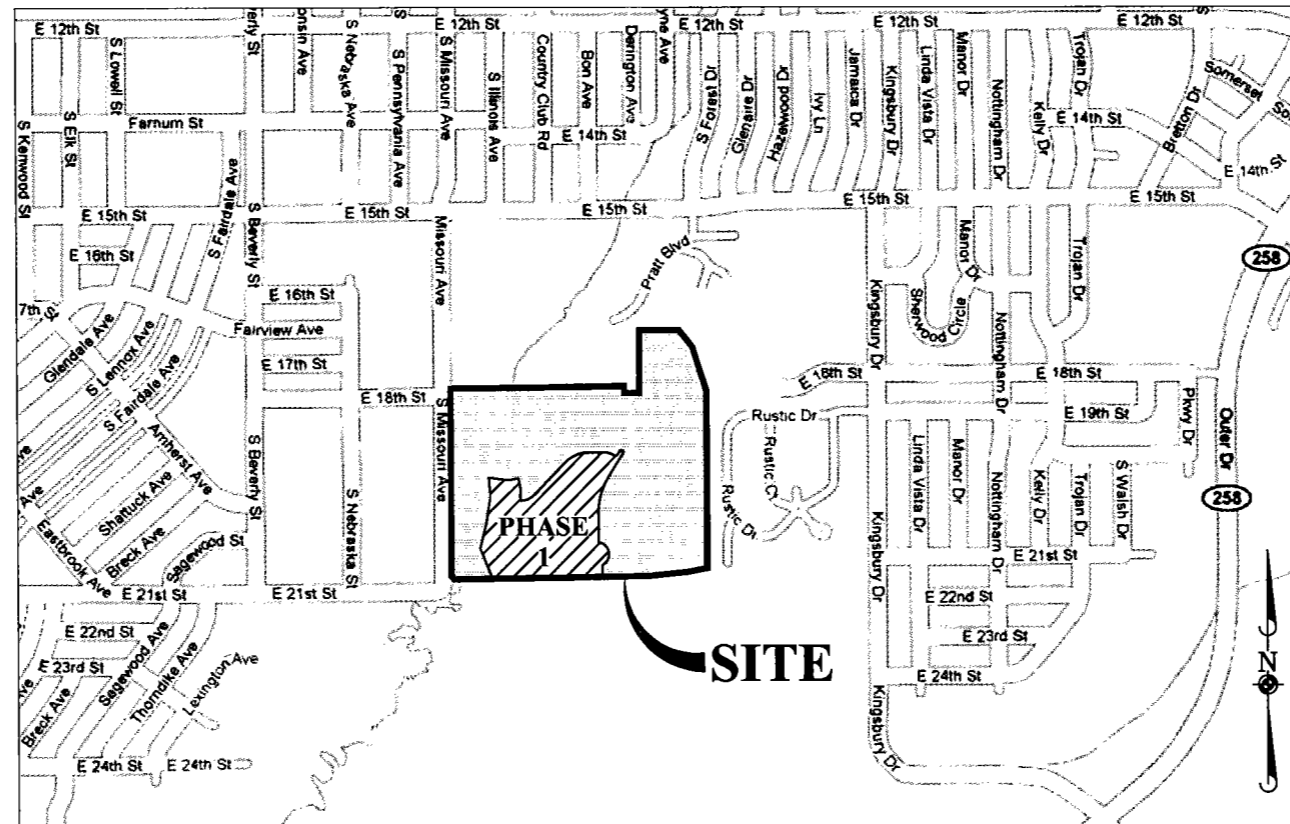
THENCE 205.48 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, WITH A CENTRAL ANGLE OF 138°30'29", AS SUBTENDED BY A CHORD WHICH BEARS S 11°42'17" E A DISTANCE OF 158.98 FEET;

THENCE 20.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, WITH A CENTRAL ANGLE OF 58°24'43";

THENCE S 00°51'46" E A DISTANCE OF 40.56 FEET;

THENCE 47.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 90°00'00", TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 612,155 SQUARE FEET (14.053 ACRES), MORE OR LESS.



VICINITY MAP
SCALE: 1"=600'

SHEET INDEX

SHEET 1 OF 7.....	COVER SHEET
SHEET 2 OF 7.....	EXISTING SITE CONDITIONS
SHEET 3 OF 7.....	SITE PLAN
SHEET 4 OF 7.....	DIMENSIONAL PLAN
SHEET 5 OF 7.....	PRELIMINARY UTILITY PLAN
SHEET 6 OF 7.....	PRELIMINARY GRADING PLAN
SHEET 7 OF 7.....	PRELIMINARY SURFACE DRAINAGE PLAN

DEVELOPER/OWNER

MR. DON BERLAND, PRESIDENT
BERLAND DEVELOPMENT GROUP INC.
13394 EAST CONTROL TOWER ROAD
ENGLEWOOD, COLORADO 80112
303.721.1981
dberland@berland.cc

ENGINEER

MANHARD CONSULTING, LTD.
7442 SOUTH TUCSON WAY,
SUITE 190-A
CENTENNIAL, COLORADO 80112
303.708.0500

LAND PLANNER/LANDSCAPE ARCH.

MANHARD CONSULTING, LTD.
7442 SOUTH TUCSON WAY,
SUITE 190-A
CENTENNIAL, COLORADO 80112
303.708.0500

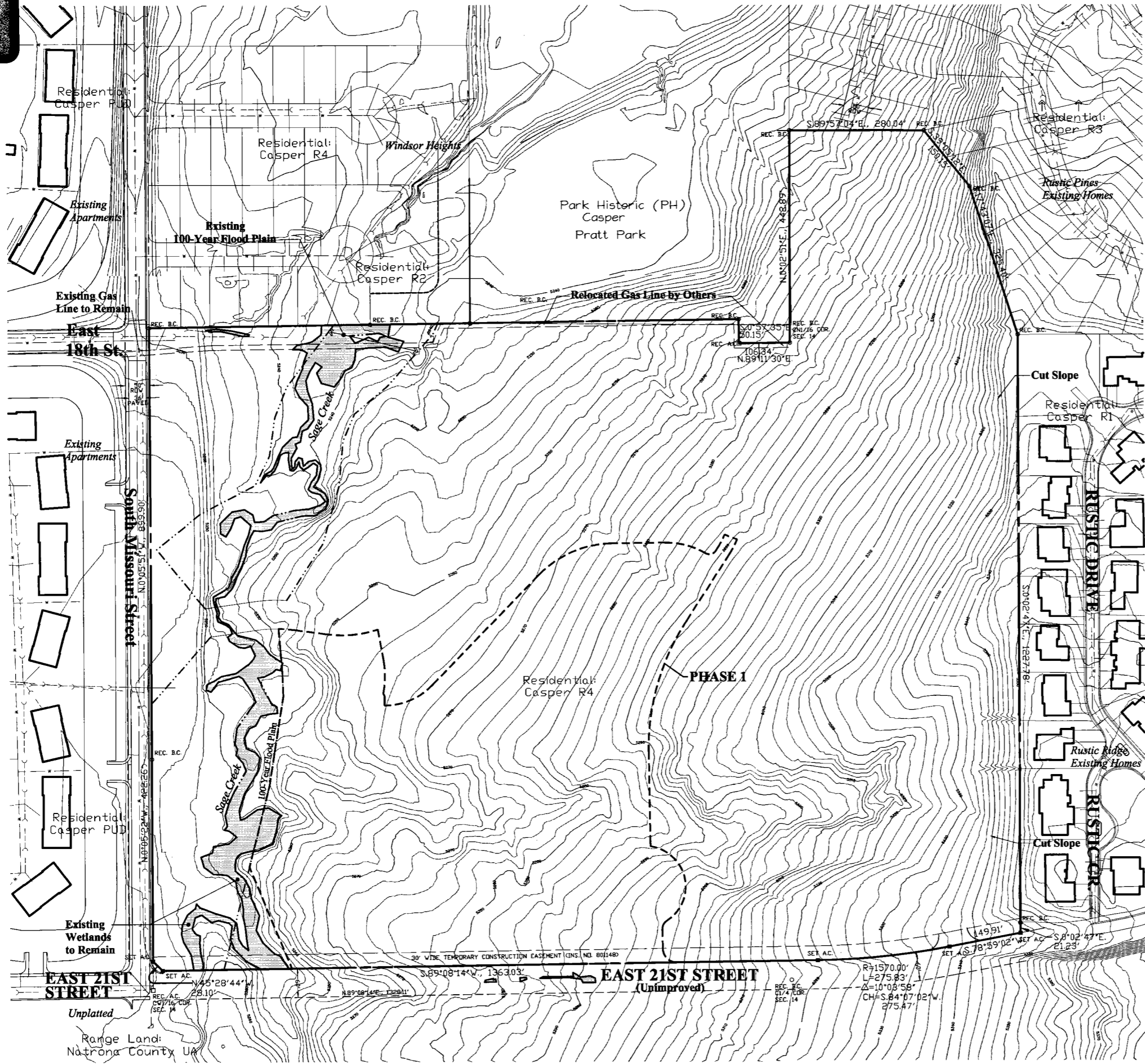
DATE	REVISION	BY
02/20/09	REVISED PER CITY COMMENTS	MTS

Manhard CONSULTING
7442 South Tucson Way, Suite 190-A, Denver, CO 80112
Civil Engineers • Surveyors • Water Resource Engineers • Wetland & Wetwater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

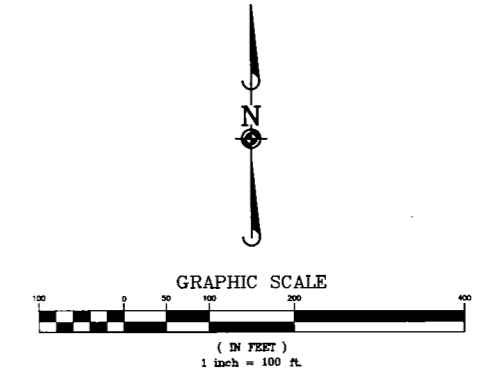
GREENWAY PARK
CASPER, WYOMING
COVER SHEET

PROJ. NO.: JTN
PROJ. NAME: SH
DRAWN BY: SH
DATE: 02/20/09
SCALE: MTS
SHEET
1 OF **7**
BRCAW2
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PENDING APPROVAL - NOT FOR CONSTRUCTION



- LEGEND:**
- - - - - EXISTING WATER MAIN
 - - - - - EXISTING STORM SEWER
 - - - - - EXISTING SANITARY SEWER



NO.	DATE	REVISIONS

Manhard CONSULTING
 1448 South Turner Way, Suite 1004, Casper, Wyoming 82401
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

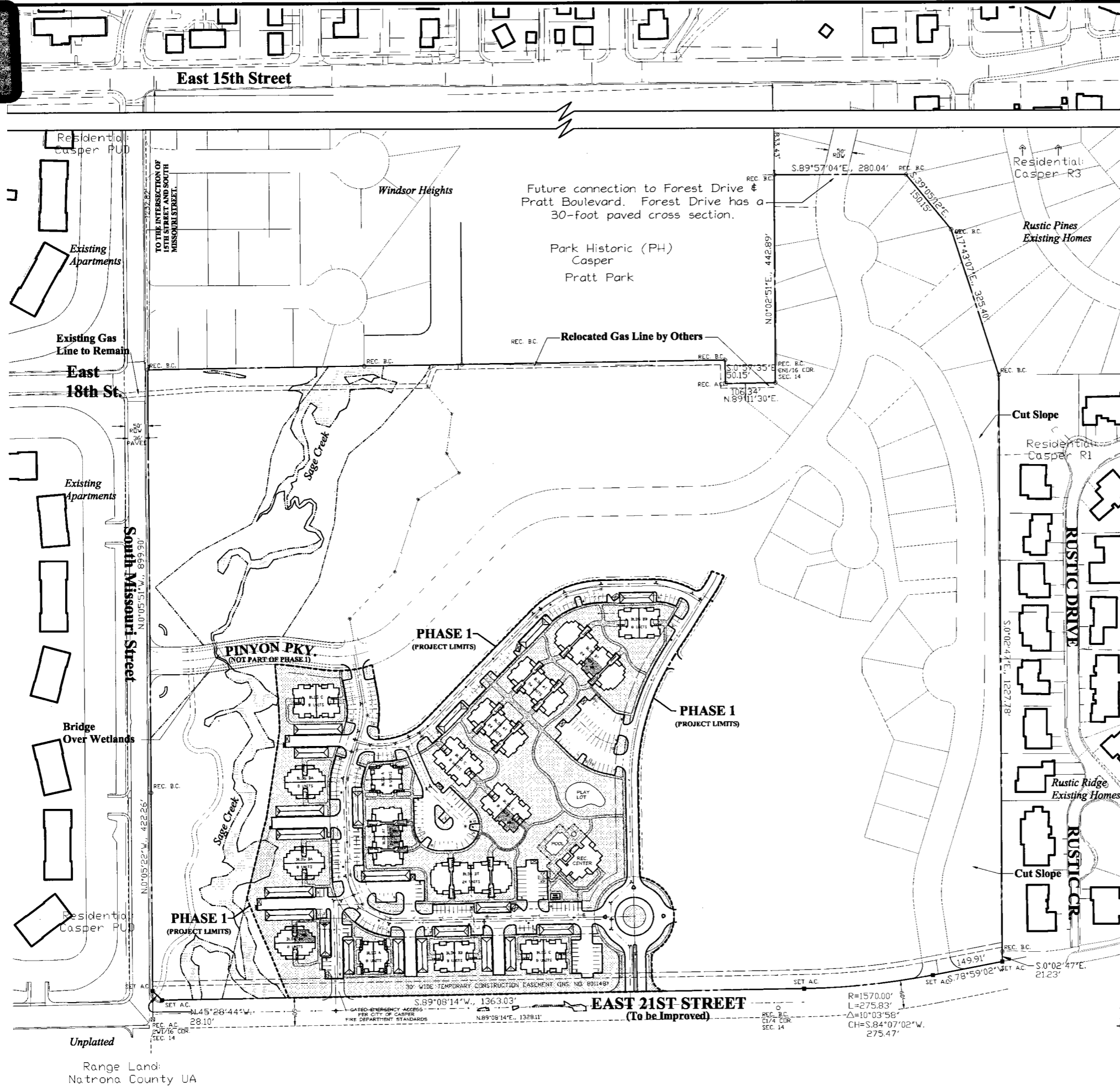
**GREENWAY PARK
 CASPER, WYOMING
 EXISTING CONDITIONS**

PROJ. NO.: JTM
 PROJ. ARCH.: JSH
 DRAWN BY: JSH
 DATE: 02/20/09
 SCALE: 1"=100'
SHEET
2 of 7
 BRCAW2

PENDING APPROVAL - NOT FOR CONSTRUCTION

Draw Name: P:\Brock\Manhard\GreenwayPark\GreenwayPark.dwg
 Date: 02/20/09 10:00 AM
 User: jsh

3.17



- BUILD A (2 TOTAL) : 2 STORY, 8-ONE BEDROOM UNITS EACH,
- BUILD AT (3 TOTAL) : 3 STORY, 24-ONE BEDROOM UNITS EACH,
- BUILD BA (3 TOTAL) : 2 STORY, 8-TWO BEDROOM UNITS EACH,
- BUILD BB (2 TOTAL) : 2 STORY, 8-TWO BEDROOM UNITS EACH,
- BUILD BT (2 TOTAL) : 3 STORY, 24-TWO BEDROOM UNITS EACH,
- BUILD C (4 TOTAL) : 2 STORY, 8-THREE BEDROOM UNITS EACH,
- RENTAL / RECREATION CENTER (1 TOTAL) BUILDING AREA 3,776 SF.
- COVERED GARAGE PARKING (14 TOTAL) 7 PARKING SPACES
- COVERED GARAGE PARKING (6 TOTAL) 10 PARKING SPACES
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED FIRE HYDRANT
- PROPOSED MANHOLE
- FENCING
- HANDICAP ACCESSIBILITY ROUTE
- LANDSCAPE AREAS
- TRASH RECEPTACLES

SITE DATA:

TOTAL LAND AREA:	14.1 ACRES
TOTAL APTS:	208 UNITS
TOTAL GROUND FLOOR BUILDING AREA:	107,380 SF.
PERCENTAGE OF LAND COVERED BY BUILDINGS:	18%
DENSITY 208 UNITS/14.1 AC.	= 14.75 DU/AC

PARKING DATA:

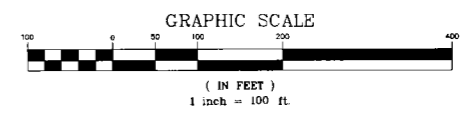
PROVIDED APARTMENTS:	208
GARAGE SPACES:	158
0.76 STALLS/ 1 UNIT	
SURFACE STALLS:	260
1.25 STALLS/ 1 UNIT	
OVERALL SPACES:	418
2.01 STALLS/ 1 UNIT	
2.00 STALLS/ 1 UNIT REQUIRED	
SQUARE FOOTAGE OF HARDSCAPE/PAVED AREA:	275,532 SF.
PERCENTAGE OF LAND COVERED BY HARDSCAPE/PAVING:	45%

LANDSCAPE DATA:

SQUARE FOOTAGE OF ALL LANDSCAPED AREAS:	229,243 SF.
PERCENTAGE OF SITE COVERED BY LANDSCAPING:	37%

KEY SITE DIMENSIONS:

INTERNAL ROAD WIDTH:	28'
TYPICAL BUILDING DISTANCE FROM INTERNAL ROAD:	21'



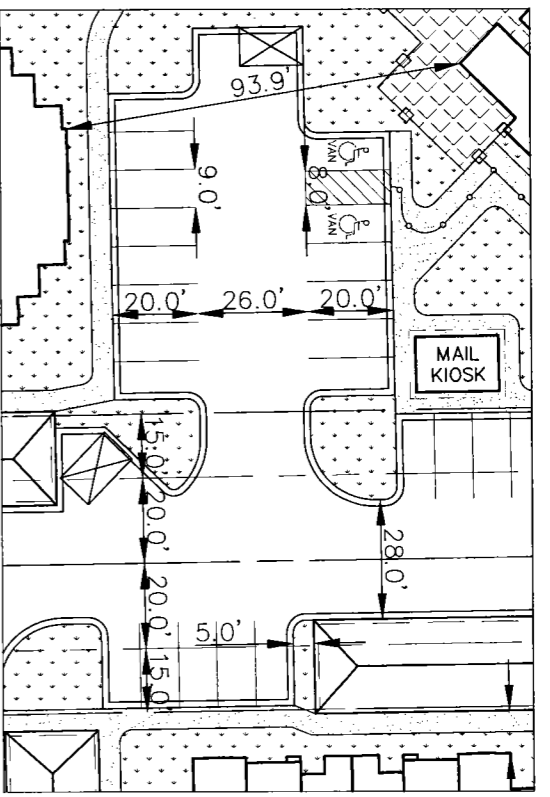
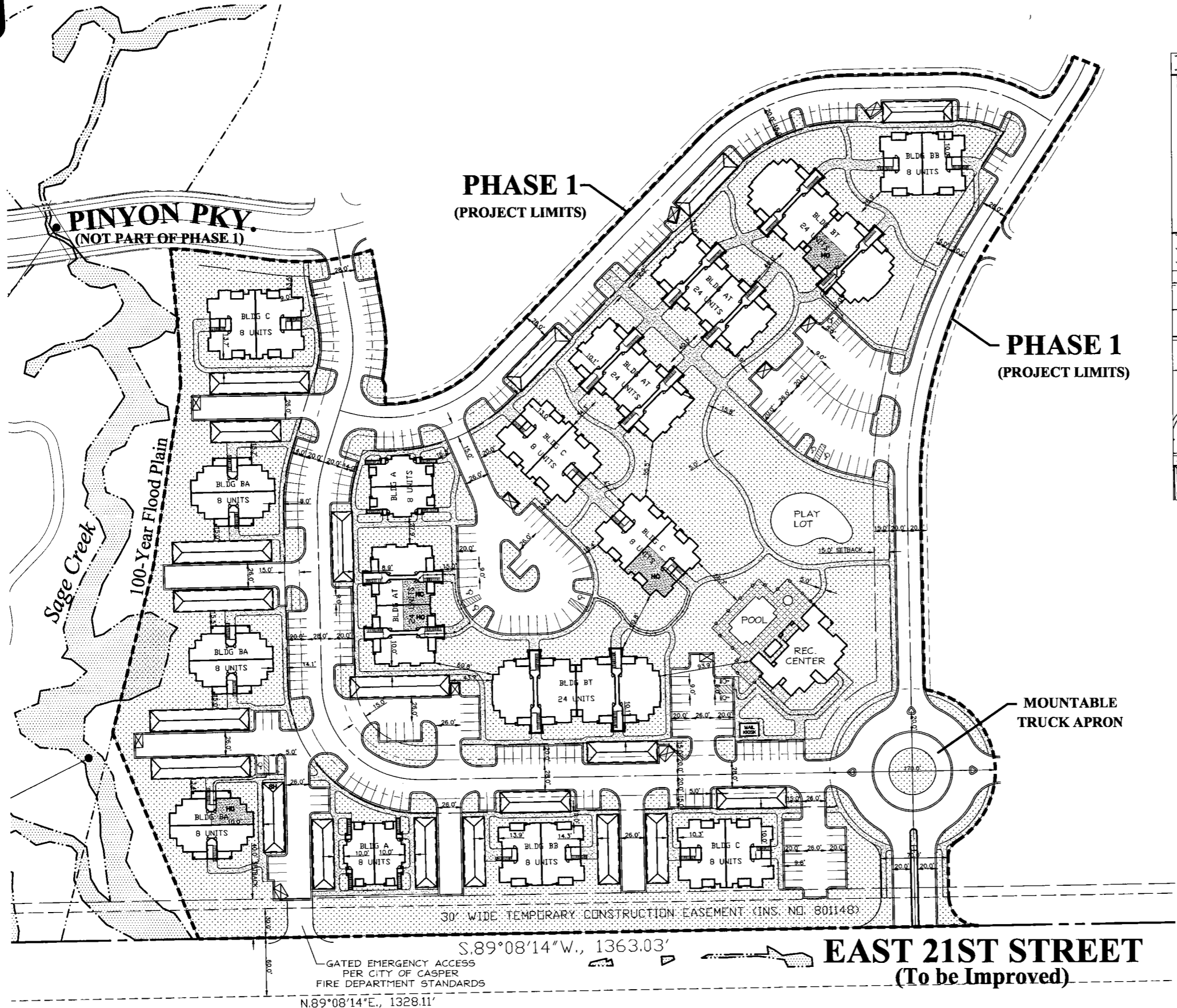
Manhard CONSULTING
 2445 South Highway 100, Suite 100, Casper, WY 82401
 307.234.2200
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

GREENWAY PARK CASPER, WYOMING SITE PLAN

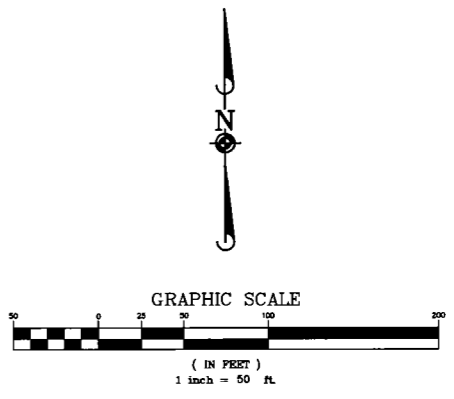
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 PROJECT: JEH
 DRAWN BY: JEH
 DATE: 02/28/09
 SCALE: 1"=100'
 SHEET 3 OF 7
 BRCAW2

PENDING APPROVAL - NOT FOR CONSTRUCTION

EXHIBIT



- LEGEND:**
- FENCING
 - HANDICAP ACCESSIBILITY ROUTE
 - LANDSCAPE AREAS
 - TRASH RECEPTACLES



DATE	DESCRIPTION
04/17/09	REVISED PER CITY COMMENTS

Manhard CONSULTING

1111 S. WILSON ST. SUITE 200, CASPER, WY 82401
 307.261.2620
 CIVIL ENGINEERS • SURVEYORS • WATER-RESOURCE ENGINEERS • WATER & WASTEWATER ENGINEERS
 CONSTRUCTION MANAGERS • ENVIRONMENTAL SCIENTISTS • LANDSCAPE ARCHITECTS • PLANNERS

**GREENWAY PARK
CASPER, WYOMING
DIMENSIONAL PLAN**

PROJ. NO.	TIN
PROJ. NAME	PH
DATE	02/20/09
SCALE	1"=50'
SHEET	
4	OF 7
BRCAW2	

224

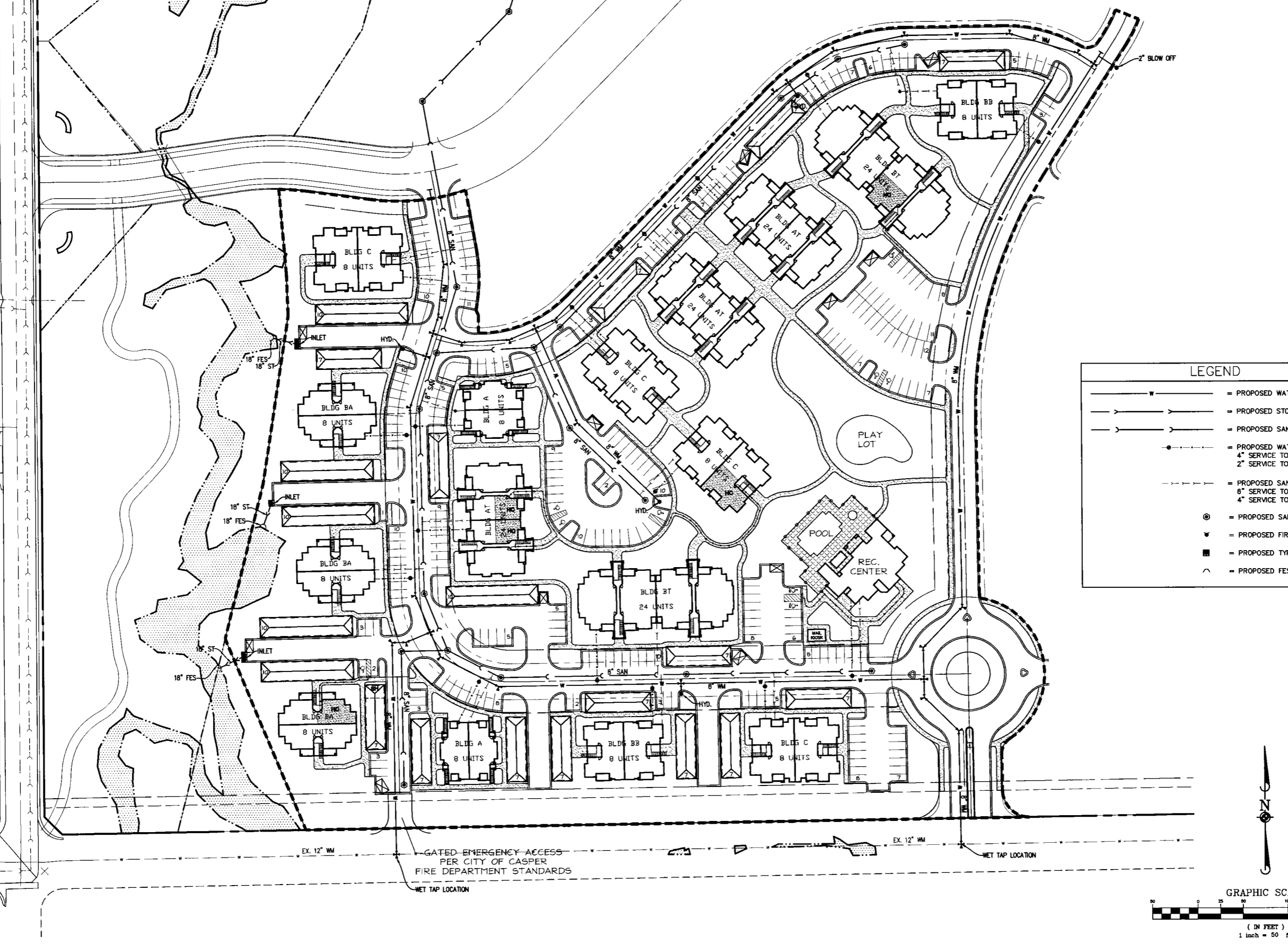
PENDING APPROVAL - NOT FOR CONSTRUCTION

13.21 Casp Home, P. Street, Casper, Wyoming, 82401-3821 L. Dimensional Plan 2009.02.20.dwg. Updated By: Ruben



CONNECT SANIARY SEWER
TO EXISTING OUT FALL IN
SAGE CREEK

2" BLOW OFF



LEGEND	
[Symbol: Dashed line with 'W']	= PROPOSED WATER MAIN
[Symbol: Dashed line with 'S']	= PROPOSED STORM DRAIN
[Symbol: Dashed line with 'SAN']	= PROPOSED SANIARY SEWER
[Symbol: Solid line with '4\"/>	

EX. 12" WM
GATED EMERGENCY ACCESS
PER CITY OF CASPER
FIRE DEPARTMENT STANDARDS
WET TAP LOCATION

N

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

DATE	DESCRIPTION
04/12/09	REVISION PER CITY COMMENTS

**Manhard
CONSULTING**

7448 South Tustin Way, Suite 100A, Centennial, CO 80112 phone: 303.750.0000 fax: 303.750.0000
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

**GREENWAY PARK
CASPER, WYOMING
PRELIMINARY UTILITY PLAN**

PROJ. NO.: JTN
PROJ. NAME: JEH
DRAWN BY: DDH
DATE: 02/20/09
SCALE: 1"=50'

SHEET
5 OF **7**

BRCW2

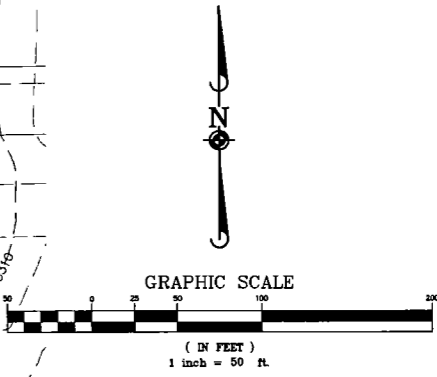
PENDING APPROVAL - NOT FOR CONSTRUCTION

11-17 Day Name: P:\Greenway Park\Greenway Park\Greenway Park.dwg - Greenway Plan 2009 02 20.dwg Updated By: swwaters



GRADING LEGEND

—6105—	=	PROPOSED CONTOUR ELEVATION
—6104—	=	EXISTING CONTOUR ELEVATION
- - -6100- - -	=	DIRECTION OF PAVEMENT OR SWALE SLOPE
—	=	VERTICAL CURB & GUTTER
—	=	RETAINING WALL LOCATION



DATE	BY	REVISION
06/17/09		REVISED PER CITY COMMENTS

Manhardt CONSULTING

7442 Birch Street, Suite 1004, Casper, Wyoming 82401
 Phone: (307) 233-7200 Fax: (307) 233-7202
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GREENWAY PARK
CASPER, WYOMING
PRELIMINARY GRADING PLAN

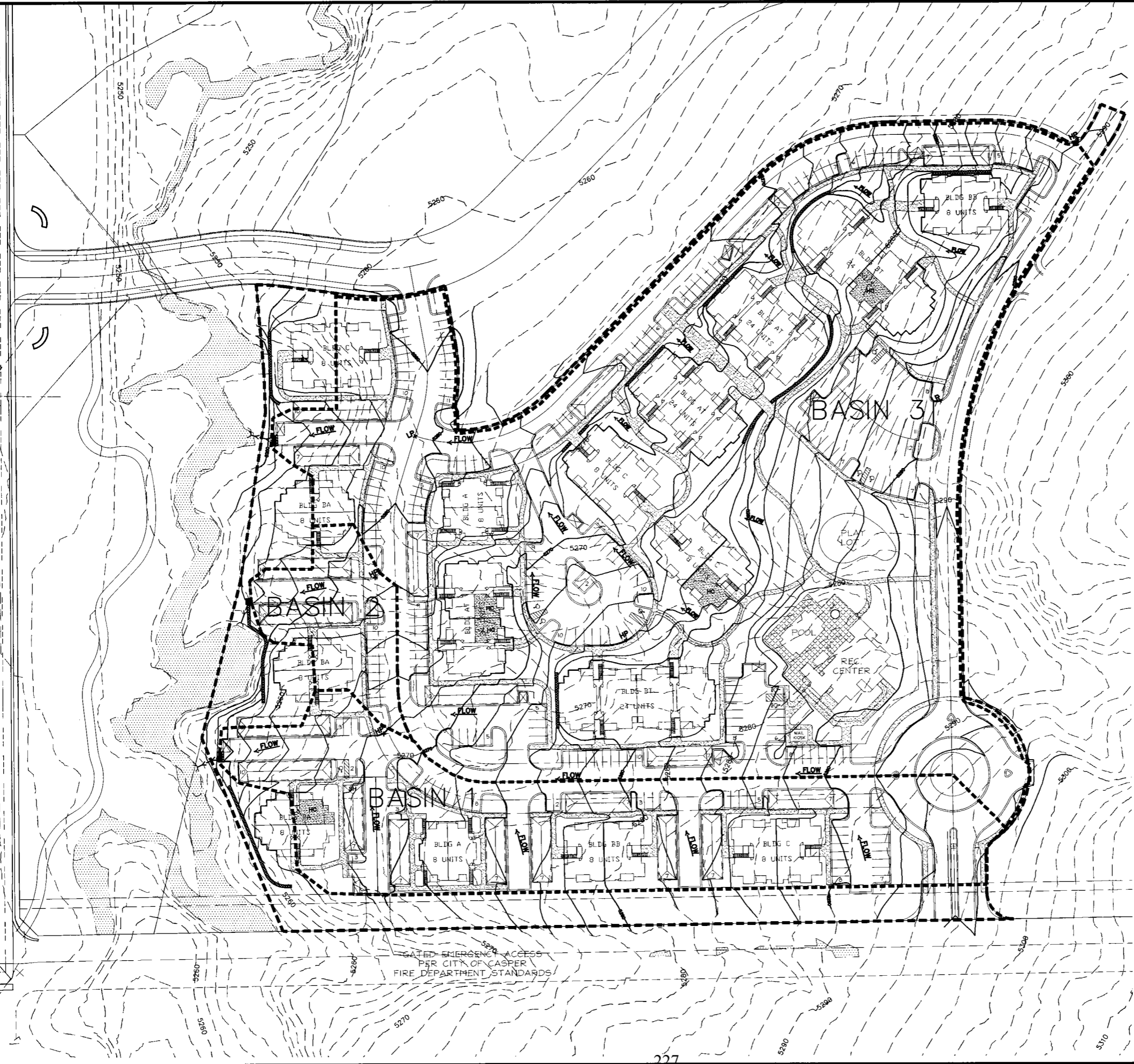
PROJ. NO.: TTN
 PROJ. AREA: SP
 DRAWN BY: DDH
 DATE: 02/20/09
 SCALE: 1"=100'

SHEET
6 OF 7

BRCW2
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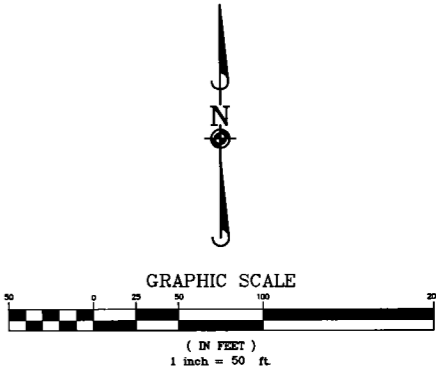
PENDING APPROVAL - NOT FOR CONSTRUCTION

12.37 Data Name: P:\Misc\2009\2009 Preliminary Drainage\2009_09_09.dwg Updated By: jsh



BASIN DRAINAGE MAP ACREAGE	
BASIN 1 :	2.50 ACREAGE
BASIN 2 :	0.50 ACREAGE
BASIN 3 :	9.20 ACREAGE

GRADING LEGEND	
—6105—	PROPOSED CONTOUR ELEVATION
- - -6100-	EXISTING CONTOUR ELEVATION
→	DIRECTION OF PAVEMENT OR SWALE SLOPE
—	VERTICAL CURB & GUTTER
—	RETAINING WALL LOCATION



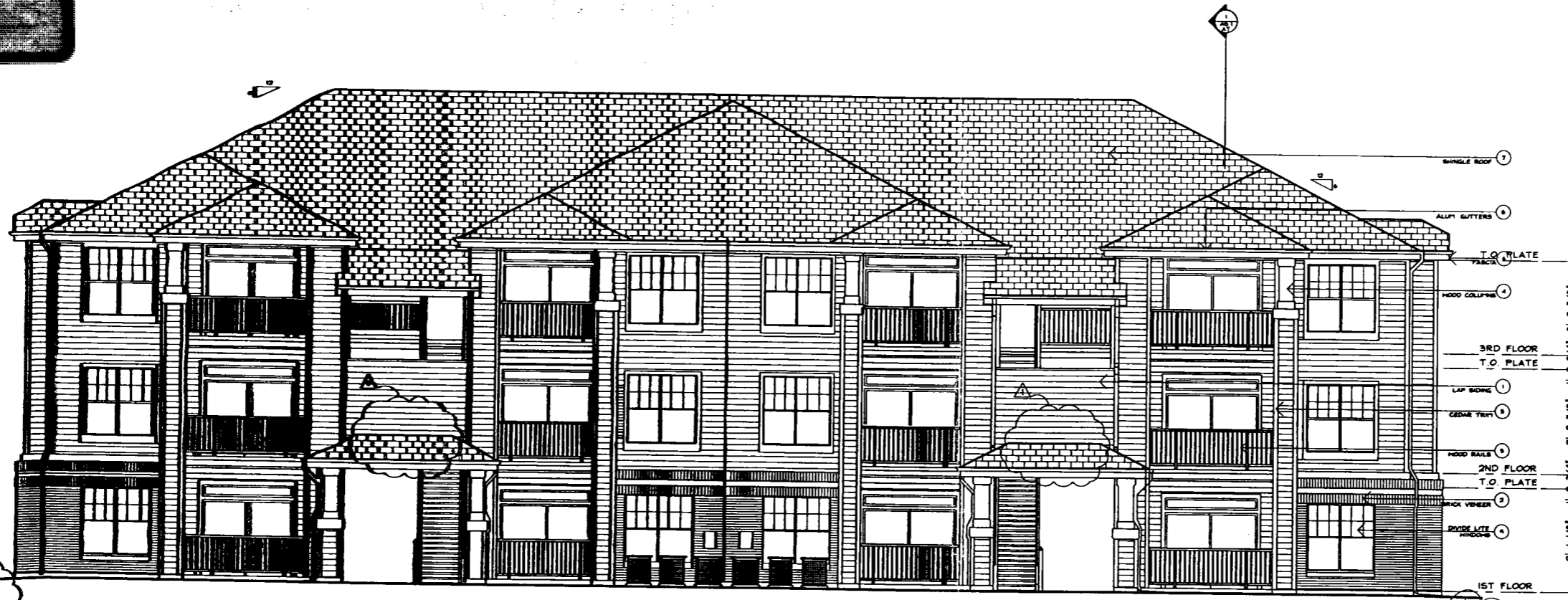
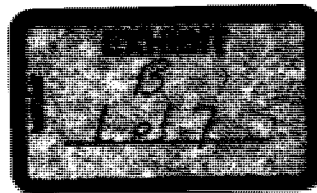
DATE	REVISION	BY
04/17/09	REVISED PER CITY COMMENTS	JSH

Manhard CONSULTING
 7400 South Tower Way, Suite 1000, Casper, Wyoming 82410, USA
 Tel: (307) 233-7800 Fax: (307) 233-7800
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

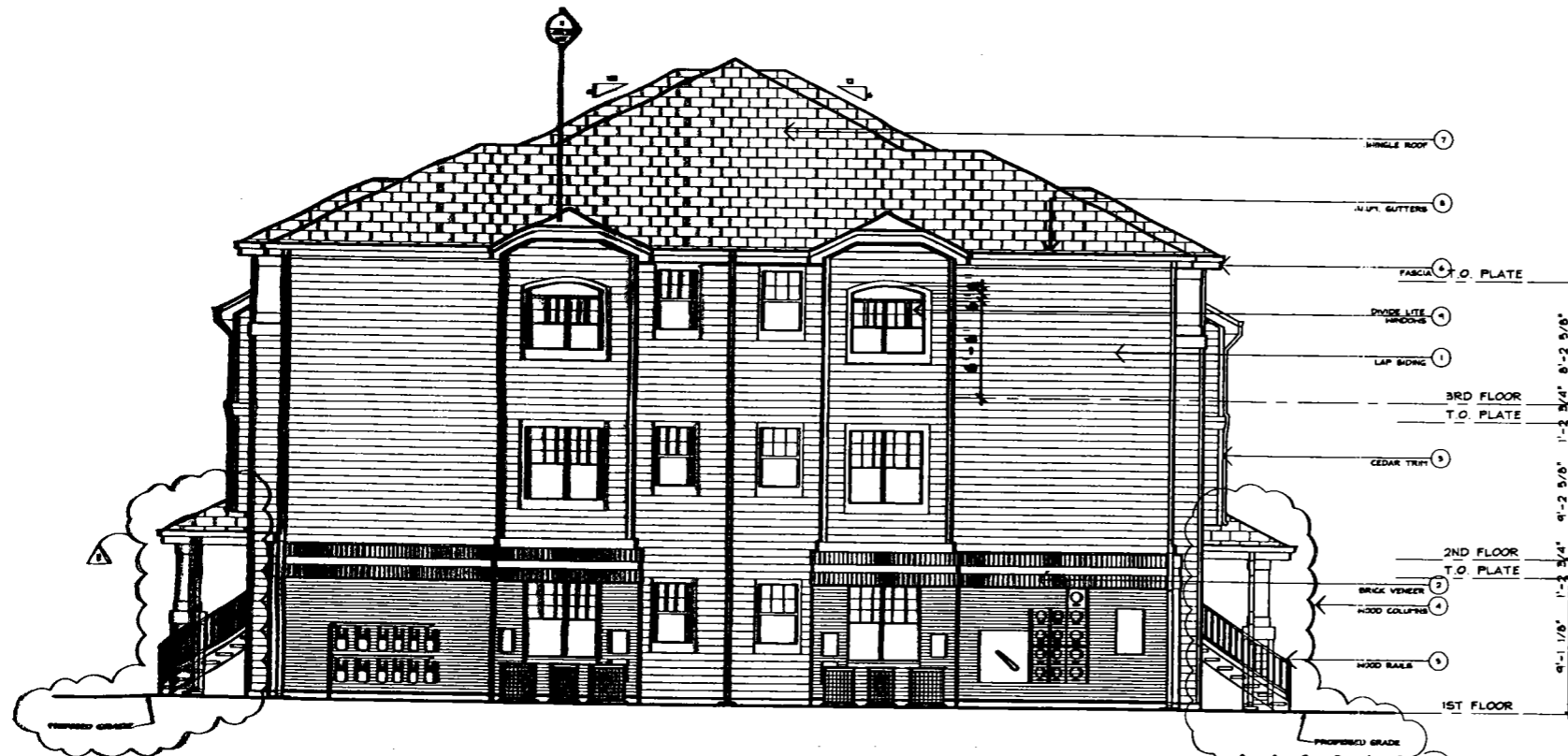
GREENWAY PARK
CASPER, WYOMING
PRELIMINARY SURFACE DRAINAGE PLAN

PROJECT: JTN
 FIELD NO.: JSH
 DRAWN BY: JSH
 DATE: 02/20/09
 SCALE: 1"=50'
 SHEET
7 OF 7
 BRCAW2
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PENDING APPROVAL - NOT FOR CONSTRUCTION



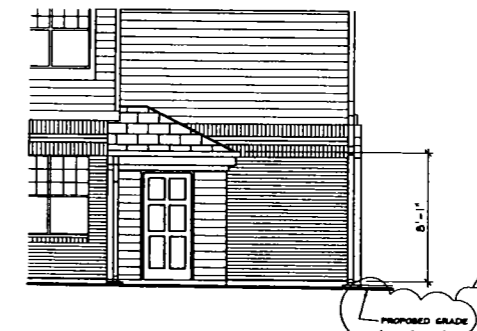
FRONT ELEVATION
SCALE: 3/16" = 1'-0"



SIDE ELEVATION
SCALE: 3/16" = 1'-0"

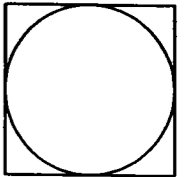
TYPICAL EXTERIOR MATERIALS:

1- SIDING	TEXTURED HARDBOARD LAP, 6" MAX. EXPOSURE/PANT.
2- BRICK	RUNNING BOND W/HOOD-LOCK'S COURSE/RED-LOCK BAND
3- TRIM	2" OR 3" X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT A4.3 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS 1, 6 SHEET A4.5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- HOOD COLLUMS	ALL HOOD COLLUMS AT PORCHES SHALL BE MARBONITE VENEER WITH DB BANDS. SEE DETAIL 1, 8 SHEET A4.6.
5- PORCH RAILS	2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALLUSTERS @ 4'-7 1/2" C. SEE DETAIL 2 SHEET A4.6.
6- FASCIAS	6 1/2" HARDBOARD/PANT. SEE SHEET A4.5.
7- ROOFING	HEAVYWEIGHT FIBERGLASS GLASS A SHINGLES. PROVIDE DIVID ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET A4.6 FOR DETAIL.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL SAME LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET A4.1 FOR SCHEDULES.

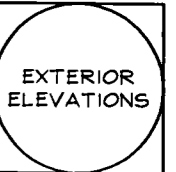


PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE: 3/16" = 1'-0"
SEE SITE PLAN FOR LOCATIONS

FEB 23 2009
BUILDING TYPE AT

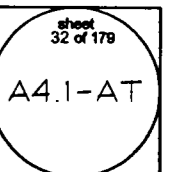


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THE PRESERVE APARTMENTS

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08





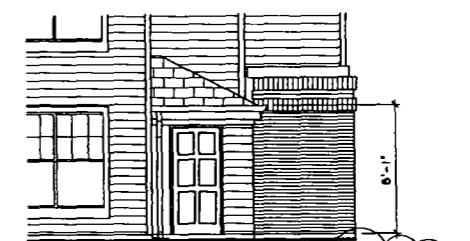
FRONT ELEVATION
SCALE: 3/8" = 1'-0"



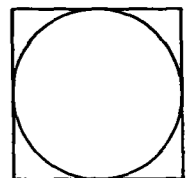
SIDE ELEVATION
SCALE: 3/8" = 1'-0"

TYPICAL EXTERIOR MATERIALS:

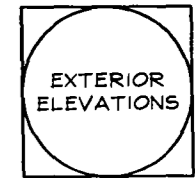
- 1- SIDING: TEXTURED HARDBOARD LAP, 8" MAX. EXPOSURE/PAINT.
- 2- BRICK: RUNNING BOND HARDWOOD'S COURSES/ROCK BAND.
- 3- TRIM: 2x OR 1 1/2" x CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. AS.2 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS 7, 8 SHEET AS.3 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
- 4- HOOD COLLARS: ALL HOOD COLLARS AT PORCHES SHALL BE FABRICE VENEER WITH 1/2" BANDS. SEE DETAIL 1, 4, 8 SHEET AS.4.
- 5- PORCH RAILS: 2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALUSTERS @ 4'-7 1/2" C. SEE DETAIL 2 SHEET AS.5 & 1/2" HARDBOARD/PAINT. SEE SHEET AS.6.
- 6- FABRIC: HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE 1/2" ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET AS.6 FOR DETAIL.
- 7- ROOFING: PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL BAILE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
- 8- GUTTER & DOWNSPOUT: SEE BUILDING ELEVATIONS AND SHEET AS.1 FOR SCHEDULES.
- 9- WINDOWS AND DOORS: SEE BUILDING ELEVATIONS AND SHEET AS.1 FOR SCHEDULES.



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE: 1/8" = 1'-0"
SEE SITE PLAN FOR LOCATIONS

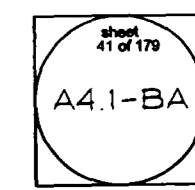


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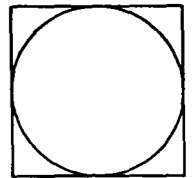
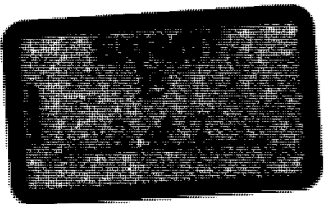


THE PRESERVE APARTMENTS

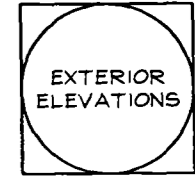
Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08



BUILDING TYPE BA

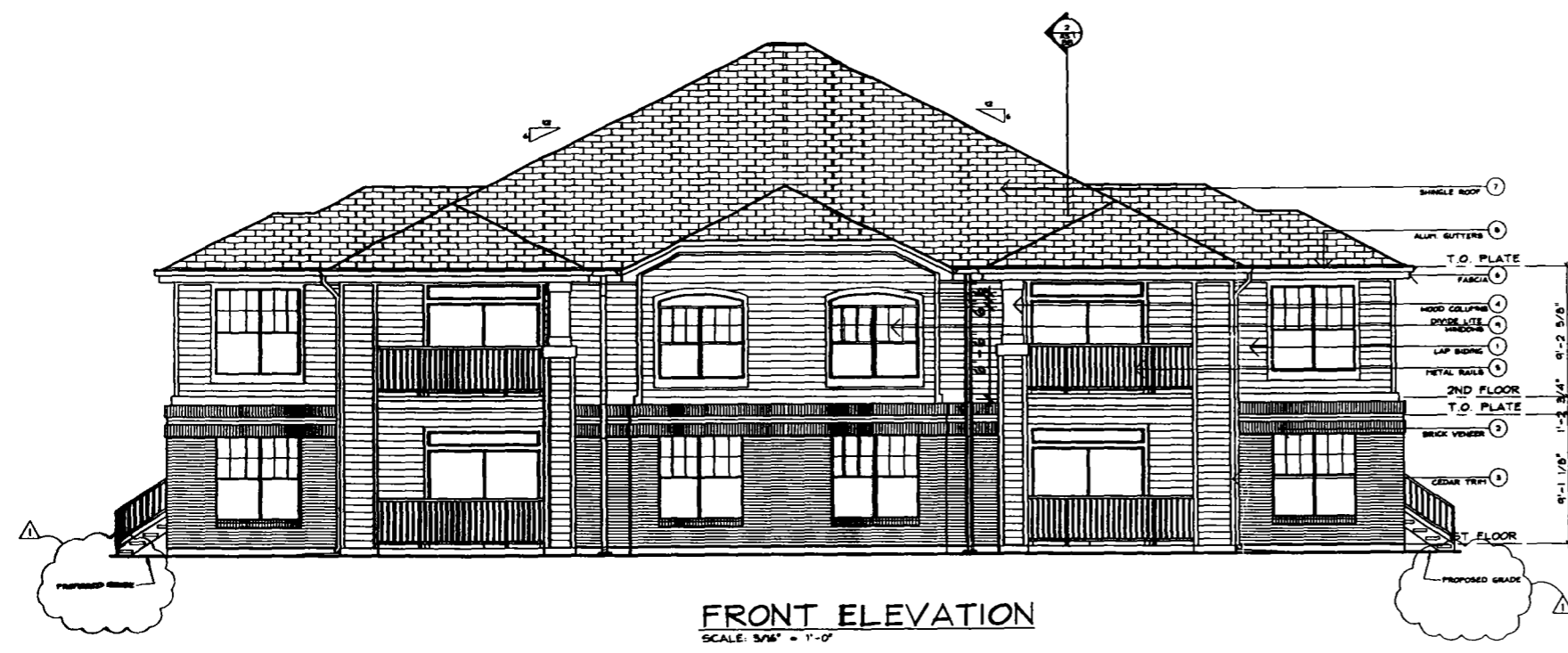
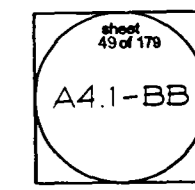


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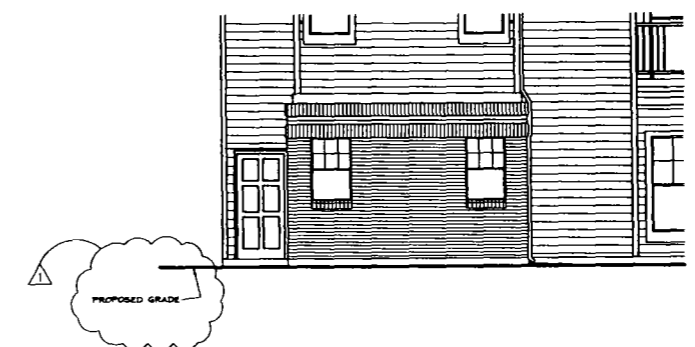
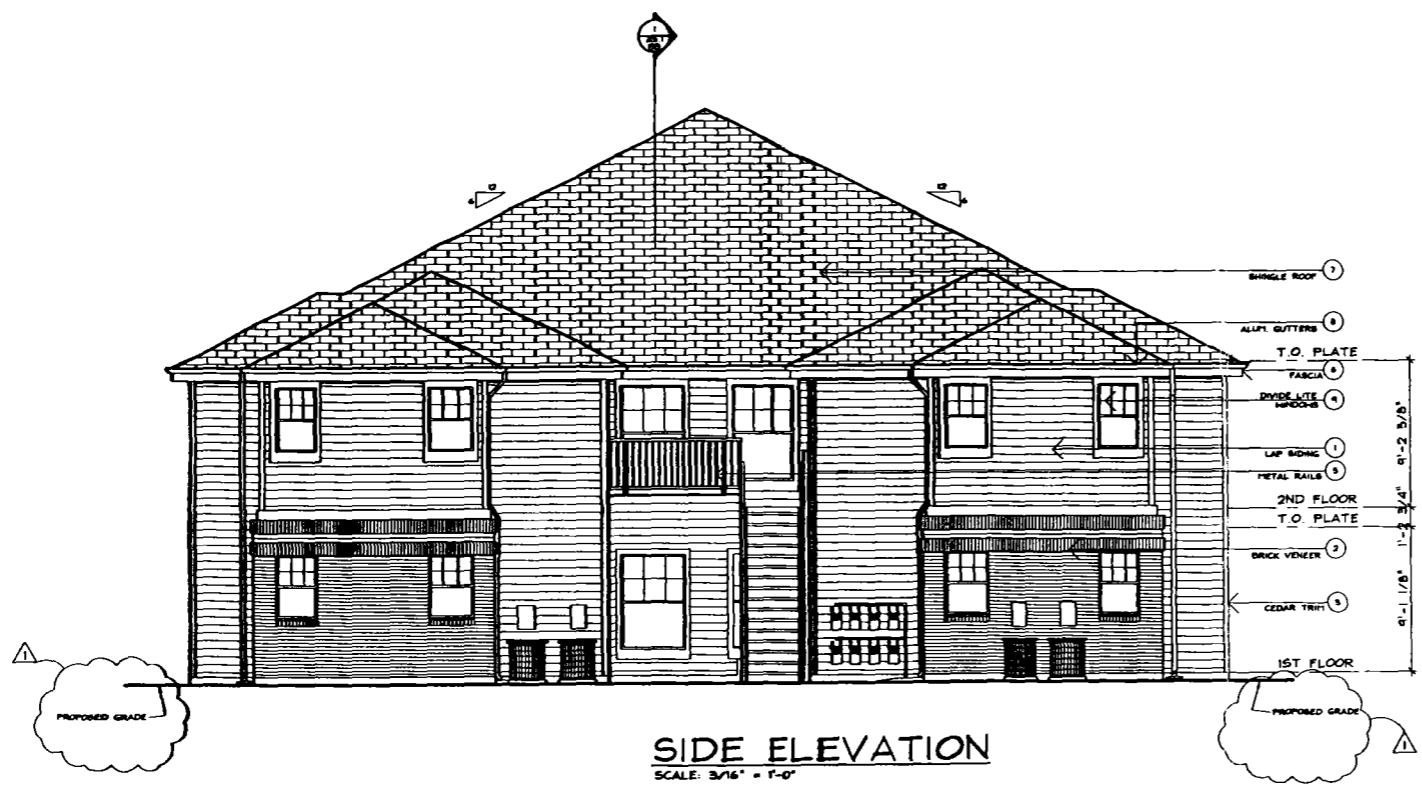
THE PRESERVE APARTMENTS

Project	BE0810
Date	06/19/08
Drawn	DCF,CAK
Checked	EJS
Revised	
	08/11/08



TYPICAL EXTERIOR MATERIALS:

1- SIDING	TEXTURED HARDBOARD LAP, 6" MAX. EXPOSURE/PANT.
2- BRICK	RUNNING BOND HYDRONLOCK/S COURSES/TRO-LOCK BAND.
3- TRIM	2X OR 1" X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. AS.3 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS T.4 SHEET AS.5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- WOOD COLUPNS	ALL WOOD COLUPNS AT PORCHES SHALL BE PIGEONITE VENEER WITH 1/8" SAND. SEE DETAIL 1.4.9 SHEET AS.4.
5- PORCH RAILS	2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALLUSTERS @ 4'-0" C. SEE DETAIL 3 SHEET AS.4.
6- FASCIA	6 1/2" HARDBOARD/PANT. SEE SHEET AS.5.
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE GOOD ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET AS.6 FOR DETAIL.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL SAYS LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET AS.1 FOR SCHEDULES.



PARTIAL ELEVATION AT SPRINKLER RISER ROOM / DOMESTIC WATER SERVICE
SCALE: 1/8" = 1'-0"
SEE SITE PLAN FOR LOCATIONS

BUILDING TYPE BB

TYPICAL EXTERIOR MATERIALS:	
1. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
2. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
3. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
4. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
5. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
6. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
7. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
8. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
9. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"
10. BRICK	FACE BRICK, COMMON BRICK, 8" X 8" X 16"

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SMOOK DESIGN GROUP
ARCHITECTURE

300 E. BARRACLOUGH, SUITE 110
COLUMBUS, MISSOURI 65202
616-770-0200 616-770-0201

EXTERIOR ELEVATIONS

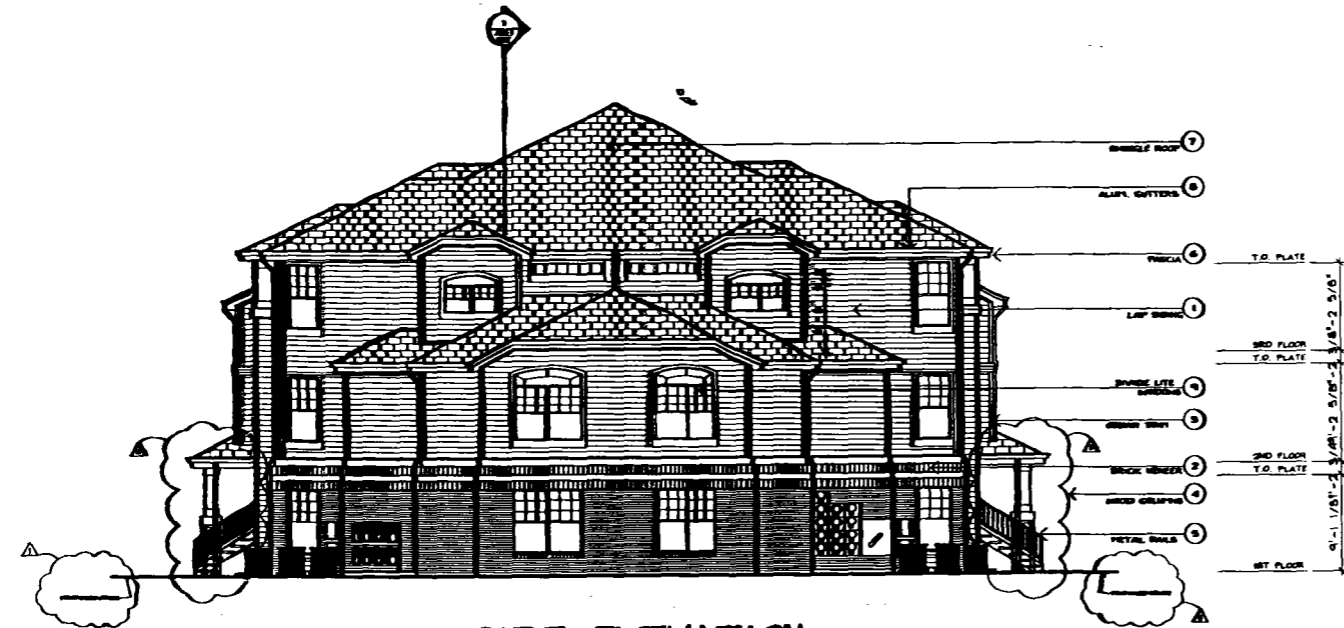
THE PRESERVE APARTMENTS

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08

sheet 60 of 179
A4.1-BT



FRONT ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE: 1/8" = 1'-0"
SEE SITE PLAN FOR LOCATIONS

BUILDING TYPE BT

TYPICAL EXTERIOR MATERIALS:

1- SIDING	TEXTURED HARDBOARD LAP, 4" MAX. EXPOSURE/PANT
2- BRICK	RUNNING BOND HYDROLOCK COURSE/ROSLOCK BAND
3- TRIM	2" OR 1 1/2" X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. AS 3 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS 7, 8, SHEET AS 5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- HOOD COLUINS	ALL HOOD COLUINS AT PORCHES SHALL BE MARBONITE VENEER WITH 1/8" BANDS. SEE DETAIL 1, 4, 5 SHEET AS 6.
5- PORCH RAILS	2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALLUSTERS @ 24" O.C. SEE DETAIL 3 SHEET AS 6.
6- FASCIA	3/4" X 1 1/2" HARDBOARD/PANT. SEE SHEET AS 5.
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS 2 SHINGLES. PROVIDE 1/2" ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET AS 6 FOR DETAILS.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL GABLE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET AS 1 FOR SCHEDULES.

Notes: The Contractor, Owner or any other user of these documents shall verify the availability of any codes, ordinances or departments listed which may be amended. Failure to do so shall release the architect of responsibility for the resulting consequences. Reproduction or use of drawings in all or part of these documents without the Architect's consent is prohibited.

SMOOK DESIGN GROUP
ARCHITECTURE

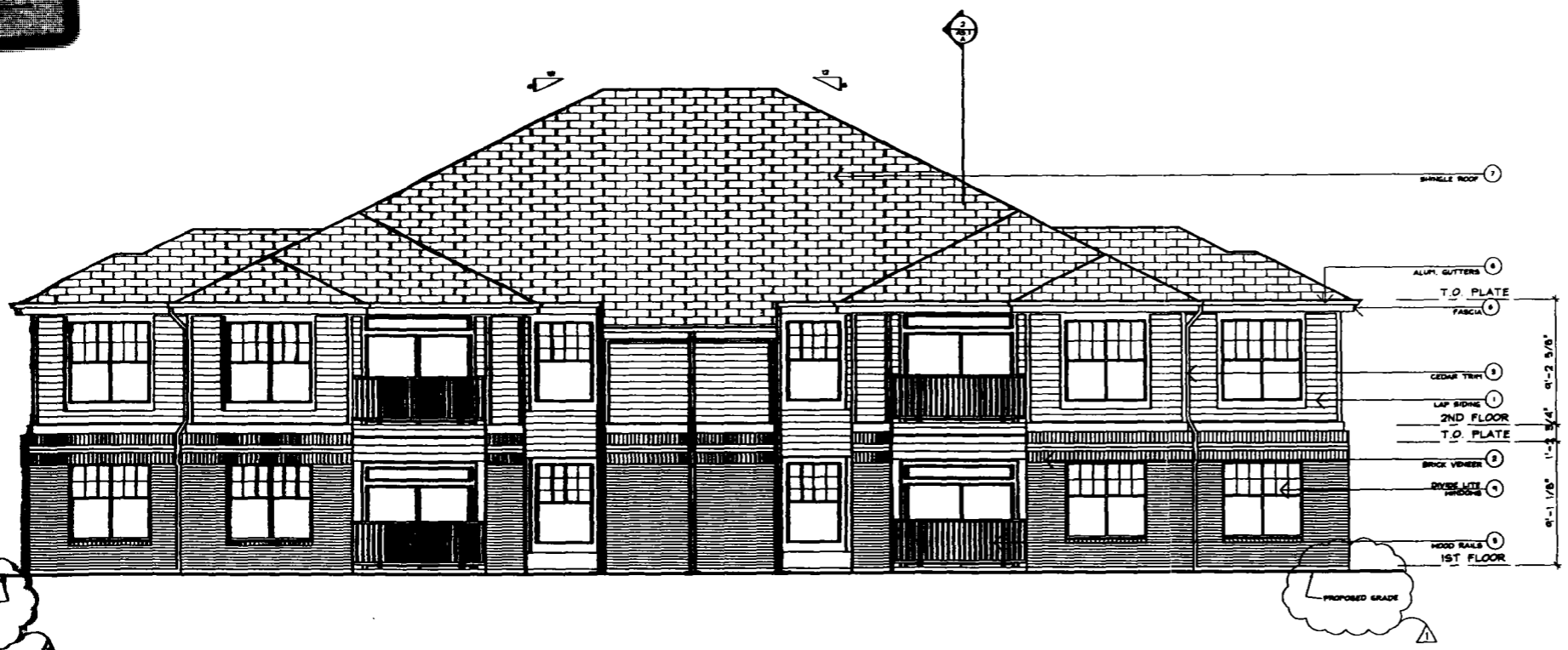
1000 S. BROADWAY, SUITE 115
DENVER, COLORADO 80202
303.733.1111

EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

Project BE0810
Date 06/19/08
Drawn DCF, CAK
Checked EJS
Revised
08/11/08

sheet 69 of 178
A4.1-C



FRONT ELEVATION
SCALE: 3/16" = 1'-0"

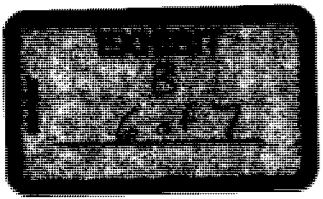


SIDE ELEVATION
SCALE: 3/16" = 1'-0"



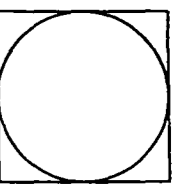
PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE: 3/16" = 1'-0"
SEE SITE PLAN FOR LOCATIONS

BUILDING TYPE C

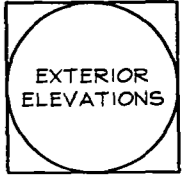


TYPICAL RENTAL / REC. CENTER EXTERIOR MATERIALS:

1- SIDING	TEXTURED HARDBOARD LAP, 4" EXPOSURE / PAINT.
2- BRICK	RUNNING BOND W/ BANDS, GLIORS, AND BASKET WEAVE LOCATIONS -- SEE ELEVATIONS AND DETAILS.
3- TRIM	2X OR 5/4X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. P5 FOR TRIM AT WINDOWS AND DOORS. SEE SHT. P5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- BRICK COLUMNS	ALL EXTERIOR COLUMNS SHALL BE BRICK VENEER SEE SHEET R6.4 FOR COLUMNS AT ENTRY.
5- GARDEN WALLS	RUNNING BOND W/ ROWLOCK CAP / TYP.
6- FASCIAS	1X12 HARDBOARD / PAINT. SEE SHEET R6.2.
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE 12X12 ROOF VENTS AND 6X6 SOFFIT VENTS AT ALL LOCATIONS SHOWN ON ROOF PLAN.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL EAVE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET R6.1 FOR SCHEDULES.



Notes: The Contractor, Owner or any other user of these documents shall verify the Accuracy of any data, including or otherwise based upon these documents. Failure to do so shall release the architect of responsibility for the resulting consequences. Reproduction or use of or changes to all or part of these documents without the Architect's consent is prohibited.

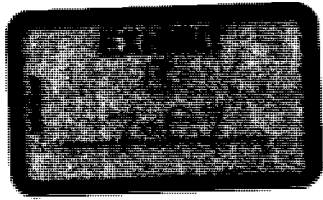


THE PRESERVE APARTMENTS

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08

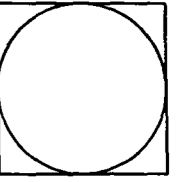
Sheet
80 of 178

A4.1-R



TYPICAL RENTAL / REC. CENTER EXTERIOR MATERIALS:

1- SIDING	TEXTURED HARDBOARD LAP, 4" EXPOSURE / PAINT.
2- BRICK	RUNNING BOND HW BANDS, QUORNS, AND BASKET WEAVE LOCATIONS -- SEE ELEVATIONS AND DETAILS.
3- TRIM	2X OR 5/4X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. PS FOR TRIM AT WINDOWS AND DOORS. SEE SHT. PS FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- BRICK COLUMNS	ALL EXTERIOR COLUMNS SHALL BE BRICK VENEER. SEE SHEET R6.4 FOR COLUMNS AT ENTRY.
5- GARDEN WALLS	RUNNING BOND HW / ROWLOCK CAP / TYP.
6- FASCIAS	1X12 HARDBOARD / PAINT. SEE SHEET R6.2
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE 12X12 ROOF VENTS AND 6X12 SOFFIT VENTS AT ALL LOCATIONS SHOWN ON ROOF PLAN.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL EAVE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET A6.1 FOR SCHEDULES.



Notes: The Contractor, Owner or any other user of these documents shall verify the accuracy of any notes, conditions or discrepancies found with these documents. Failure to do so shall release the architect of responsibility for the resulting consequences. Reproduction or use of these documents without the Architect's consent is prohibited.

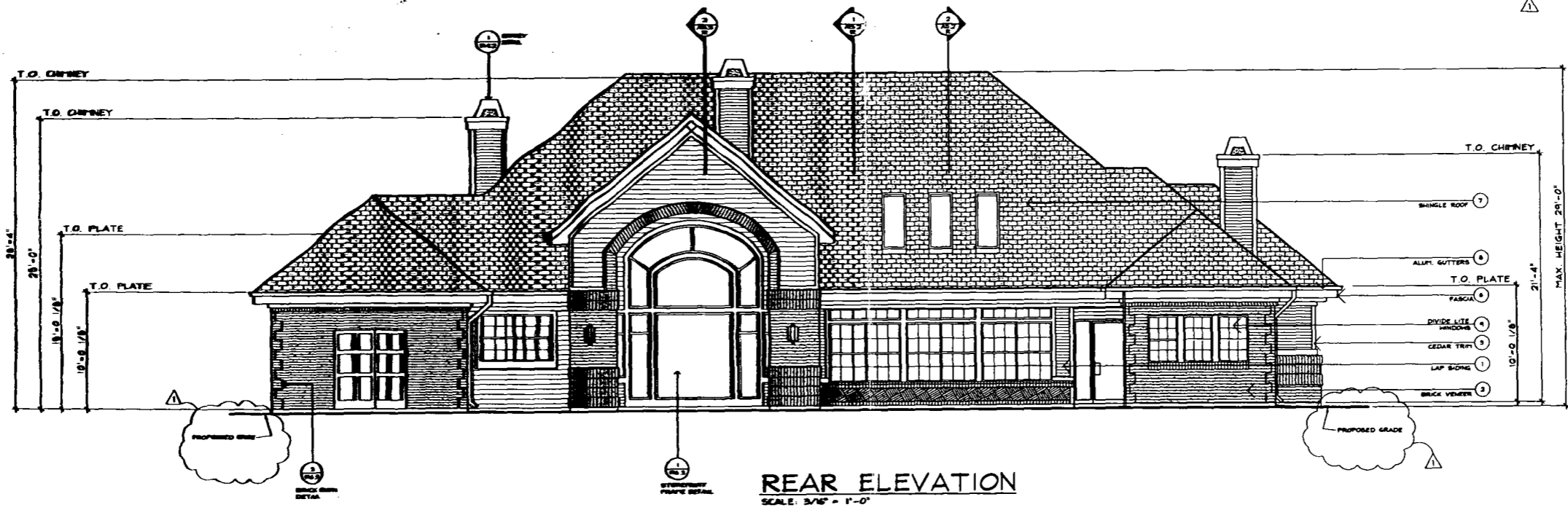
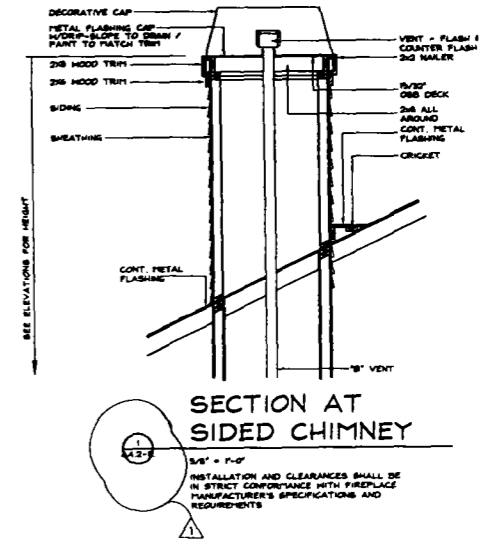
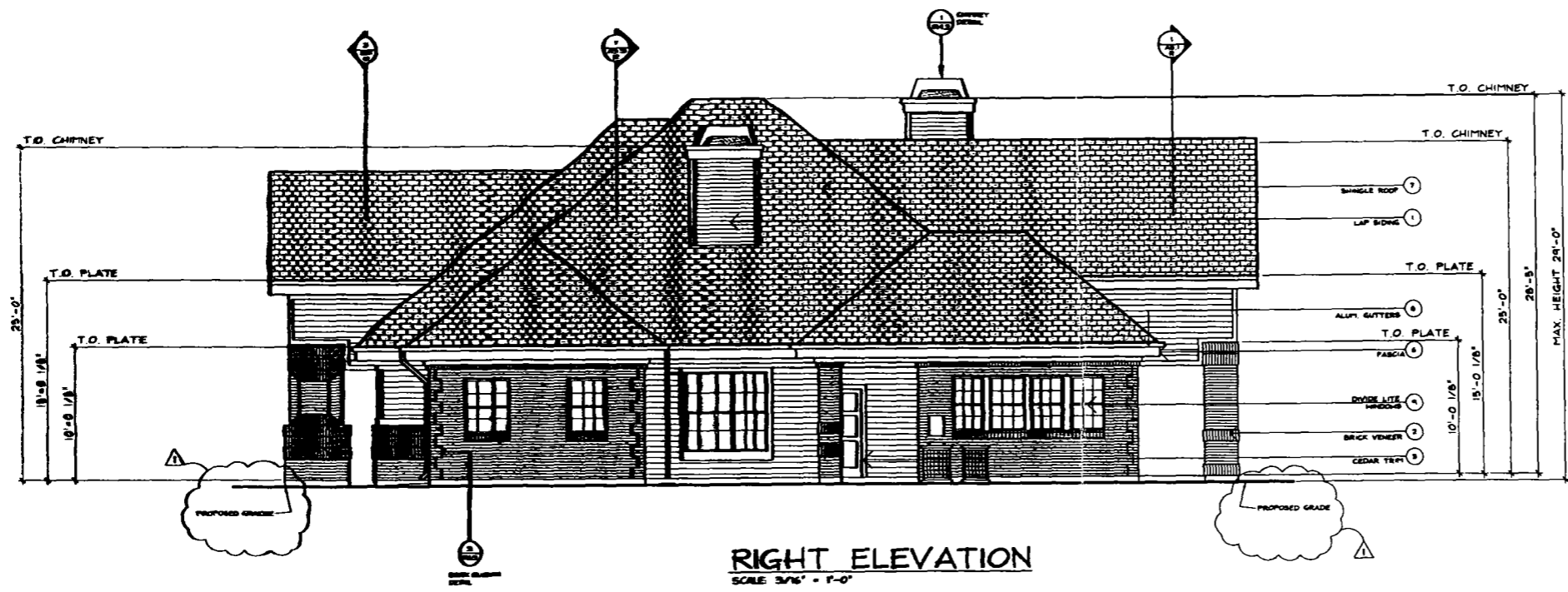


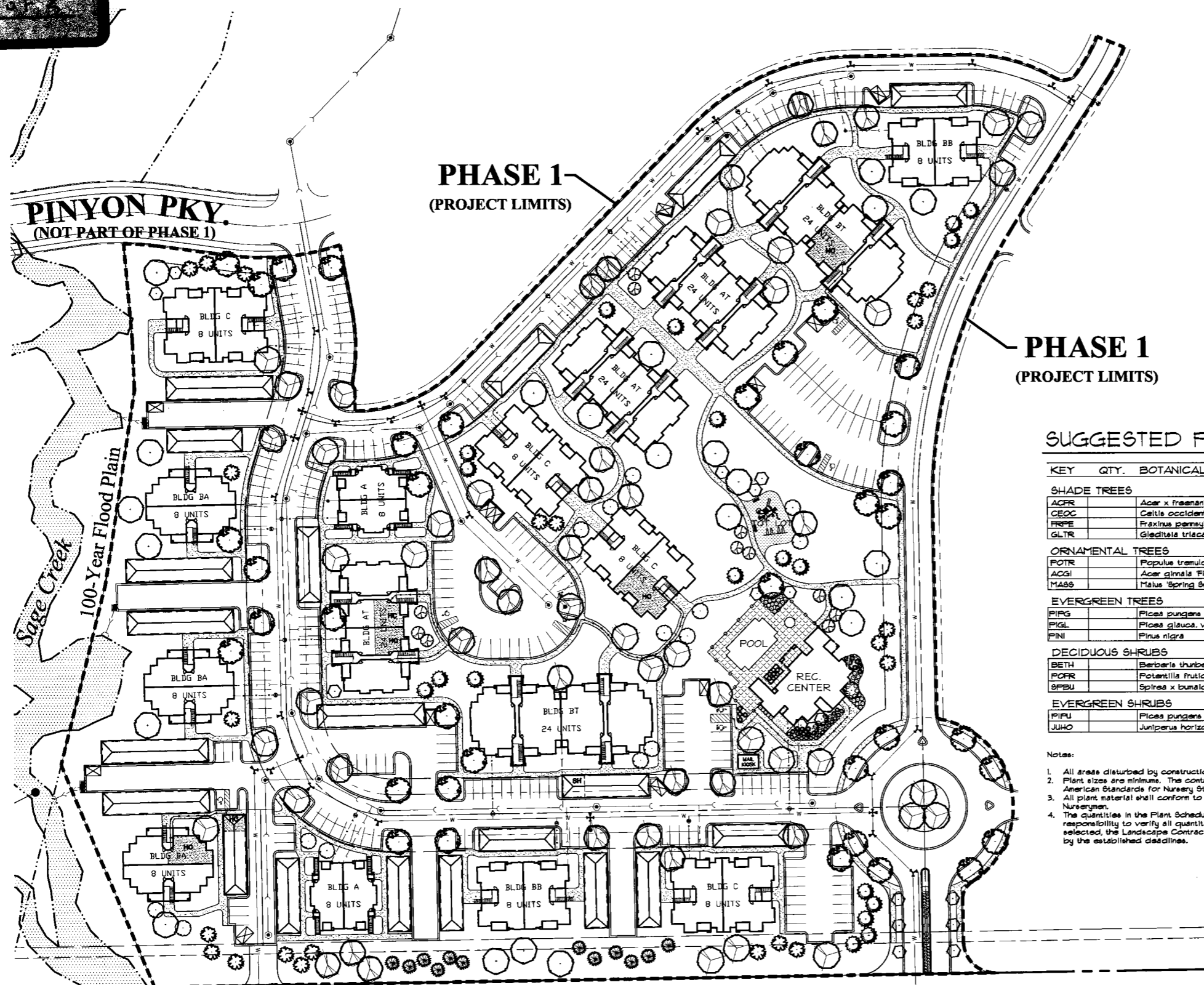
EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

Project: BE0810
Date: 06/19/08
Drawn: DCF, CAK
Checked: EJS
Revised: 08/11/08

Sheet 81 of 179
A4.2-R





PHASE 1
(PROJECT LIMITS)

PHASE 1
(PROJECT LIMITS)

- LEGEND**
- DECIDUOUS TREES
 - EVERGREEN TREES
 - ORNAMENTAL TREES
 - EVERGREEN SHRUBS
 - DECIDUOUS SHRUBS
 - FENCING
 - FIBER MULCH

SUGGESTED PLANT PALETTE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
SHADE TREES					
ACFR		<i>Acer x freemanii</i>	Autumn Blaze Maple	25" cal.	
CEOC		<i>Celtis occidentalis</i>	Hackberry	25" cal.	
FRPE		<i>Fraxinus pennsylvanica</i>	Green Ash	25" cal.	
GLTR		<i>Gleditsia triacanthos</i> var. <i>Inermis</i> 'Skyline'	Skyline Honeylocust	25" cal.	
ORNAMENTAL TREES					
POTR		<i>Populus tremuloides</i>	Quaking Aspen	2" cal.	
ACGI		<i>Acer glabral</i> 'Flame'	Amur Maple	2" cal.	
MASS		<i>Malus</i> 'Spring Snow'	Spring Snow Crabapple	2" cal.	
EVERGREEN TREES					
PIPG		<i>Picea pungens glauca</i>	Colorado Blue Spruce	6' min	
PIGL		<i>Picea glauca</i> var. <i>densata</i>	Black Hills Spruce	6' min	
FINI		<i>Pinus nigra</i>	Austrian Pine	6' min	
DECIDUOUS SHRUBS					
BETH		<i>Berberis thunbergii atropurpurea</i> nana	Crimson Pygmy Barberry	5 gal.	
POFR		<i>Potentilla fruticosa</i> 'Goldfinger'	Goldfinger Potentilla	5 gal.	
SFBU		<i>Spiraea x bumalda</i> 'Goldflame'	Goldflame Spiraea	5 gal.	
EVERGREEN SHRUBS					
PIPU		<i>Picea pungens</i> 'Globose'	Globe Blue Spruce	5 gal.	
JUHO		<i>Juniperus horizontalis</i> 'Blue Chip'	Blue Chip Juniper	5 gal.	

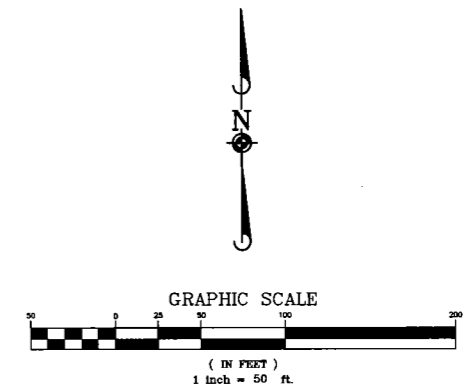
- Notes:
- All areas disturbed by construction shall be graded to finish grade with topsoil and sodded.
 - Plant sizes are minimum. The contractor shall meet all size requirements listed. Container sizes shall conform to the requirements set by the American Standards for Nursery Stock.
 - All plant material shall conform to the latest edition of American Standard for Nursery Stock published by The American Association of Nurserymen.
 - The quantities in the Plant Schedule are provided to the Landscape Contractor as a convenience. It is the Landscape Contractor's responsibility to verify all quantities and availability of plants and materials shown on the plan and schedule prior to submitting a bid. If selected, the Landscape Contractor shall make provisions necessary to have the necessary material to complete the landscape installation by the established deadlines.

PINYON PKY.
(NOT PART OF PHASE 1)

EAST 21ST STREET
(To be Improved)

CAUTION
UTILITIES EXIST WITHIN CONSTRUCTION LIMITS. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THEIR LOCATION PRIOR TO CONSTRUCTION.

LANDSCAPE PLAN
SCALE: 1"=50'



DATE	
REVISION	

Manhard CONSULTING
7445 South University Blvd., Suite 100A, Greenwood Village, CO 80111, USA
Tel: 303.733.0000 Fax: 303.733.0000
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE PRESERVE AT GREENWAY PARK
CASPER, WYOMING
PRELIMINARY LANDSCAPE PLAN

PROJ. NO.: JTN
PROJ. ASSOC.: SH
DRAWN BY: SH
DATE: 04/29/09
SCALE: 1" = 50'

SHEET
13 OF 199
L1
BRCW 070844

PENDING APPROVAL - NOT FOR CONSTRUCTION

SPECIFICATIONS

1. Field Verification

The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his representative.

2. Protection of Existing Site and Existing Site Features

The Contractor shall provide at his own expense, protection against trespassing and damage to seeded areas, planted areas and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, written warning or policing as may be required to protect such areas.

The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued.

It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities when performing the work. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, shrubs, lawns, paved areas and other landscaped areas that are to remain.

Existing trees which may be subject to construction damage shall be boxed, fenced or otherwise protected before any work is started. Boxing or other protection will be removed at the end of construction. Do not locate heavy equipment or stockpiles within the drip-line of existing plants or on lawns.

Any damage to utilities, structures, plantings or lawn which results from the Contractor's work shall be repaired in kind at the Contractor's expense immediately with as little inconvenience to the Owner as possible.

All areas shown on the plan as sod, the General Contractor will provide the Landscape Contractor with an excavated area 2" below the curb elevation and proposed grade. It is the Landscape Contractor's responsibility to verify with the General Contractor that the subgrade preparation has been completed.

The Landscape Contractor shall coordinate his/her work with all other trades on site. Any planting areas disturbed as a result of general construction activity shall be immediately repaired/replaced by the Landscape Contractor at no additional expense to the Owner.

3. Planting Techniques

All planting techniques and methods shall be consistent with the latest edition of "Horticulture Standards of Nurserymen, Inc.", and as detailed on these drawings. All deciduous plant material shall be thin pruned to remove 1/3 interior branches, dead branches and broken branches. Pruning shall complement plants natural form. Absolutely NO tip pruning is allowed, except hedges. Any plant that is tip pruned is subject to rejection by the Landscape Architect. Evergreen trees and shrubs shall be pruned of dead and broken branches and as directed by the Landscape Architect. All pruning work shall be done with hand pruners only.

Stake/guy all trees as necessary immediately after installation and prior to acceptance. When high winds or other conditions occur, the Landscape Contractor shall take whatever precautions he deems necessary to protect the survival and appearance of the plants. These steps shall be taken at no additional expense to the Owner.

4. Inspection of Plant Material

All plant materials shall be subject to inspection and approval. The Landscape Architect/Owners Representative reserves the right to reject any plants which fail to meet this inspection. All rejected material shall be removed from the site by the Contractor. Height of evergreen trees are measured from the top of ball to the first lateral branch closest to the top. Height and/or width of other plants so specified are measured by the mass of the plant not the very tip of the branches.

5. Plant Substitution

Substitution from the specified list will be accepted only when evidence in writing is submitted to the Landscape Architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and having essential characteristics similar to the originally specified material will be approved. Acceptance or rejection of substitute plant materials will be issued in writing by the Landscape Architect.

6. Planting Soil

Planting soil shall be replaced in all disturbed areas at a minimum depth of eight inches. The planting soil shall be improved and amended by the contractor at the time of placement. The amended topsoil shall consist of 3 cu. yds. of organic matter per 1000 sq. ft. tilled to a depth of four inches or as determined by an independent soil analysis and approved by the landscape architect.

7. Mulch

All planting areas including shrub beds and individual trees shall be mulched with 3/4" to 1 1/2" river rock mulch to be approved by the Landscape Architect or Owners Representative.

8. Pre-emergent Herbicides

All shrub beds, individual tree rings and ground cover beds shall be treated with a pre-emergent herbicide prior to the mulch being installed. These areas shall be used free prior to herbicide application.

9. Sodding

Sod shall be Kentucky Bluegrass and is required in all areas as noted on the landscape plan. Sod should be grown from at least four varieties of quality seed. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout. Sod is to be laid within 8 hours of the delivery time to the site. Watering shall continue until all sod areas are thoroughly knit to the ground.

10. Seeding

All lawn areas on landscape plan specified to be seeded shall be treated as specified below:

A. Topsoil

Shall be spread over all areas to be seeded to a minimum depth of 6" when compacted.

B. Seed Mixture and Application Rate

Kentucky Bluegrass (4 varieties)	60%
Perennial Ryegrass	20%
Redtop or Creeping Red Fescue	20%

Apply at the rate of 55 lbs. per 1000 sq. ft.

C. Fertilization

The contractor shall acquire site specific soil analysis from a reputable firm, amend soil, and fertilize all area per the findings of the analysis. The contractor shall supply the Landscape Architect with all findings, analysis, and recommendations. Apply fertilizers and conditioners at the rate specified per soil test findings. At least 40% of the fertilizer nitrogen shall be of an organic origin.

D. Watering

Seeded areas shall be watered to insure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued for approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an "as needed" basis. All plant material watering will be the responsibility of the contractor until acceptance by the owner and the Landscape Architect/Owners Representative.

E. Establishment

Turf may be established on a variety of slope conditions. It shall be the contractor's responsibility to determine and implement whatever procedures he deems necessary to establish the turf as part of his work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in healthy condition and at least 60 days have elapsed since the completion of this work. A uniform stand is defined as areas where the grass is growing thickly without bare spots larger than 12" x 12". The Contractor shall submit with his bid a description of the methods and procedures he intends to use.

11. Preliminary Acceptance

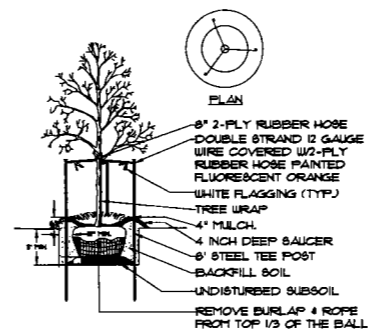
All plantings shall be maintained by the Contractor for a period of 60 days after preliminary acceptance by the Owner. Maintenance shall include, but is not limited to, mowing and edging turf, pulling weeds, watering turf and plant material, and annual flower maintenance.

12. Final Acceptance

Final acceptance will be granted by the Landscape Architect/Owners Representative upon receipt of written request by the contractor, combined with an acceptable final review of the installation by the Landscape Architect/Owners Representative. All plant material (excluding annual flowers) shall be guaranteed for two year after the end of the 60 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner, and the Landscape Architect/Owners Representative. All plants that are not vigorous, healthy and in good condition shall be replaced by the Landscape Contractor at no additional expense to the Owner. These replacement plants shall meet all specified qualities of the original plant materials and carry the same guarantee from the time of replacement.

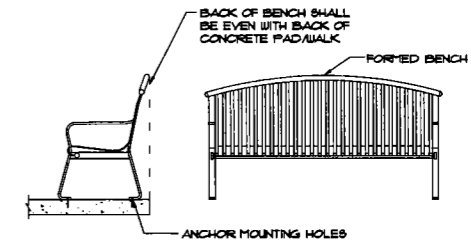
13. Site Cleanup

The Contractor shall protect the property of the Owner and the work of other Contractors. The Contractor shall also be directly responsible for all damage caused by his activities at no additional expense to the owner and for the daily removal of all trash and debris from his work area to the satisfaction of the Landscape Architect/Owners Representative.



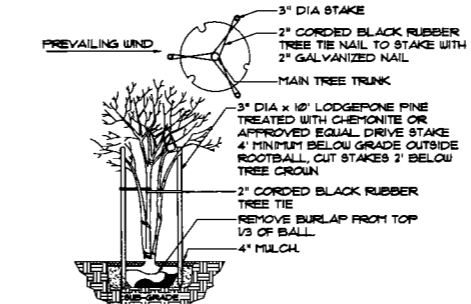
NOTE:
1. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

DECIDUOUS TREE NOT TO SCALE



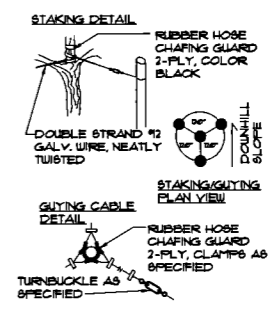
NOTES:
1. BENCH TO BE MANUFACTURED BY WAUSAU TILE INC. MODEL NO. WF 2201 OR APPROVED EQUAL BY THE OWNER OR OWNER'S REPRESENTATIVE.
2. BENCH TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
3. ANCHOR MOUNTS TO BE EMBEDDED AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
4. BENCH TO BE BLACK IN COLOR.

BENCH NOT TO SCALE



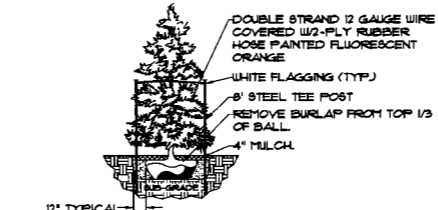
NOTE:
1. PLANTING PITS TO BE SCARIFIED BEFORE TREES ARE PLANTED.
2. PRUNING OF ORNAMENTAL TREES MUST BE DONE AFTER PLANTING AND AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

ORNAMENTAL TREE NOT TO SCALE



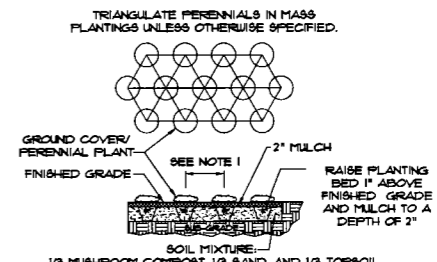
NOTE:
1. STAKE ALL TREES

TREE STAKING AND GUYING NOT TO SCALE



NOTE:
1. STAKE ALL EVERGREEN TREES GREATER THAN 5' IN HT.
2. PLANTING PITS TO BE SCARIFIED BEFORE TREES ARE PLANTED.

EVERGREEN TREE NOT TO SCALE



NOTE:
1. SPACING VARIES DEPENDING ON PLANT SPECIES, SEE PLANT LIST.
2. REMOVE PLASTIC PLANTING CONTAINER BEFORE PLANTING. BE CAREFUL TO KEEP THE ROOT SYSTEM INTACT.

GROUNDCOVER AND PERENNIALS NOT TO SCALE

DATE	
REVISIONS	

Manhard CONSULTING

7442 South Union Way, Suite 100A, Casper, Wyoming 82401-3000
 307.233.0000
 Civil Engineers • Surveyors • Water-Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

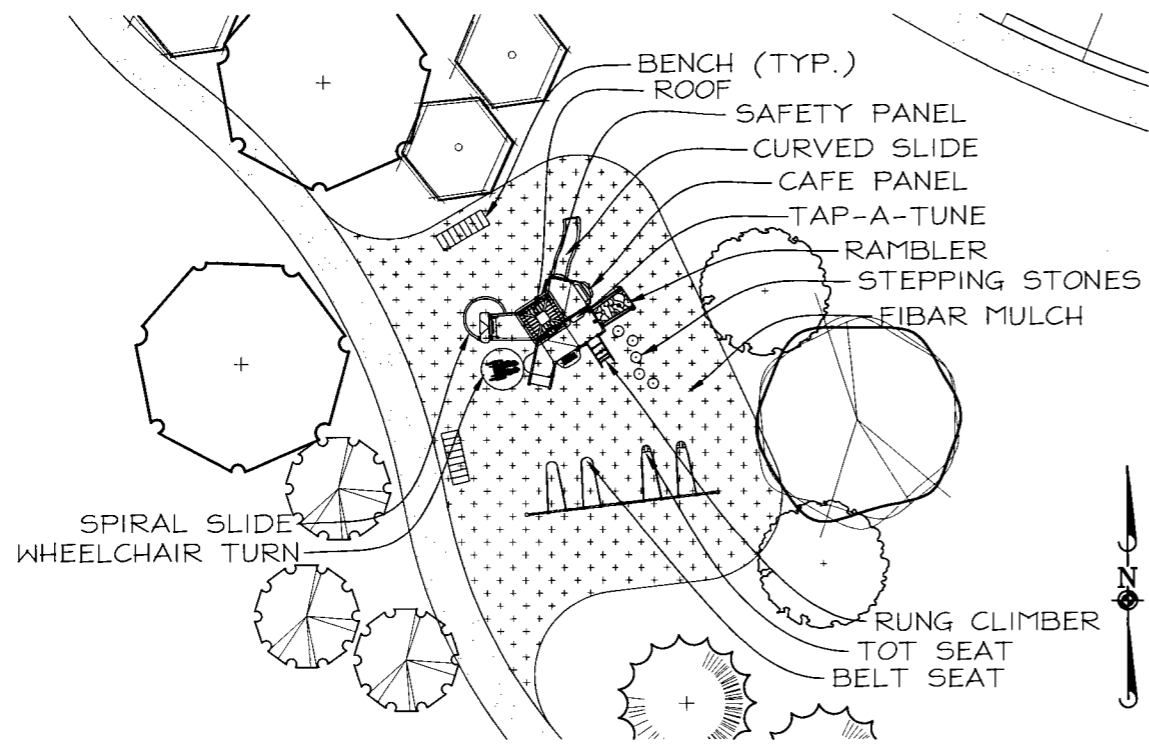
THE PRESERVE AT GREENWAY PARK
 CASPER, WYOMING

LANDSCAPE DETAILS AND SPECIFICATIONS

PROJ. NO.: JTN
 PROJ. ASSOC.: JEH
 DRAWN BY: JEH
 DATE: 04/29/09
 SCALE: NTS

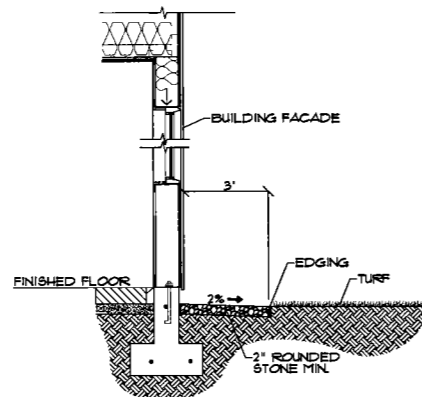
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 14 OF 199
 L2
 BRCAW 070944

PENDING APPROVAL - NOT FOR CONSTRUCTION

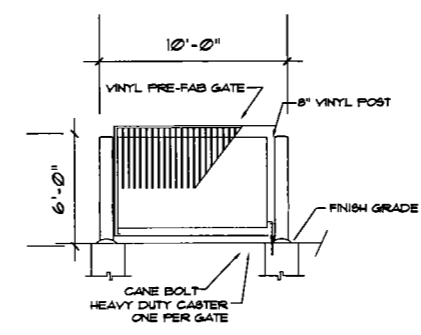


○ PARK ENLARGEMENT
 SCALE: 1"=10'

PLAY GROUND EQUIPMENT IS TO BE DESIGNED BY OTHERS AND INSTALLED PER MANUFACTURERS SPECIFICATIONS. CURRENT DESIGN BY RECREATION PLUS, LTD., GOLDEN, COLORADO - 800.218.1455. FINAL DESIGN TO BE APPROVED BY OWNER/ OWNER REPRESENTATIVE.

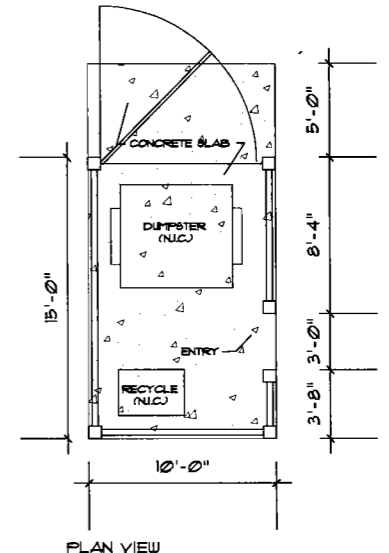


○ TYP. EXTERIOR WALL WITH STONE BUFFER
 NOT TO SCALE



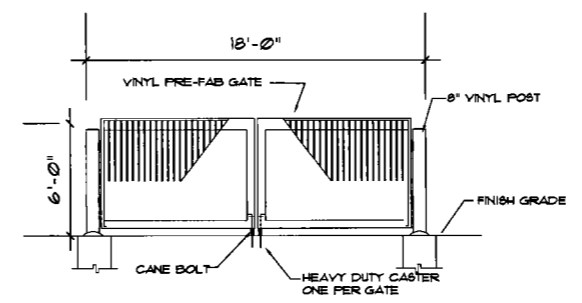
FRONT ELEVATION

- NOTES:
- DUMPSTER SIZE AND CLEARANCE TO BE VERIFIED WITH LOCAL TRASH COMPANY.
 - TO BE SUPPLIED BY CERTANTEED, BUFFTECH, IMPERIAL, 6' VINYL PRIVACY FENCING.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
 - FENCE TO BE WHITE IN COLOR.
 - SIDE ACCESS TO MEET FAIR HOUSING ACCESSIBILITY GUIDELINES (FHAG) WHERE INDICATED.



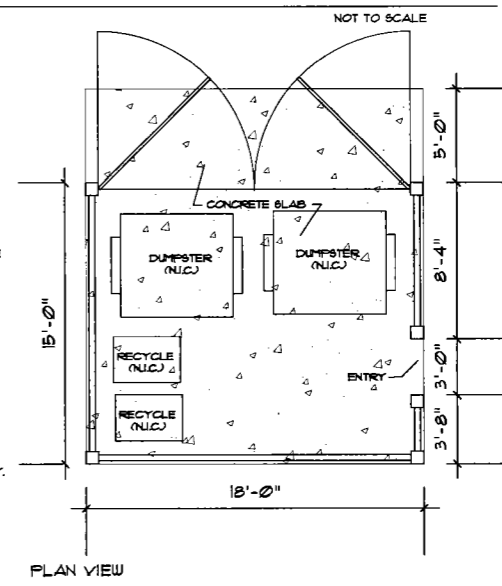
PLAN VIEW

○ SINGLE TRASH ENCLOSURE



FRONT ELEVATION

- NOTES:
- DUMPSTER SIZE AND CLEARANCE TO BE VERIFIED WITH LOCAL TRASH COMPANY.
 - TO BE SUPPLIED BY CERTANTEED, BUFFTECH, IMPERIAL, 6' VINYL PRIVACY FENCING.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
 - FENCE TO BE WHITE IN COLOR.
 - SIDE ACCESS TO MEET FAIR HOUSING ACCESSIBILITY GUIDELINES (FHAG) WHERE INDICATED.



PLAN VIEW

○ DOUBLE TRASH ENCLOSURE

DATE	
REVISION	

Manhard CONSULTING
 2448 West Tanager Way, Suite 100A, Greenwood, CO 80631
 303.733.7000
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE PRESERVE AT GREENWAY PARK
 CASPER, WYOMING
 LANDSCAPE DETAILS AND SPECIFICATIONS

PROJ. NO.	TTN
PROJ. ASSOC.	JSH
DRAWN BY	JSH
DATE	04/29/08
SCALE	MIS
SHEET	
15 OF 199	
L3	
BRCWA 070944	

PENDING APPROVAL - NOT FOR CONSTRUCTION

THE PRESERVE AT GREENWAY PARK
PHASE II
SITE PLAN AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of February, 2012, by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Haystack Properties, LLC, 13394 East Control Tower Road, Englewood, CO 80112, hereinafter designated as "Owner."

WHEREAS, Owner has applied for site plan approval for construction of Phase II Greenway Park Addition, a 160 unit apartment complex and related accessory buildings, comprising 12-acres, more or less, and located on Tract G, Greenway Park II; and

WHEREAS, pursuant to the terms of the Greenway Park PUD (Planned Unit Development) Site Plan Agreement between the City of Casper and Haystack Properties, LLC, dated February 2, 2008, the Owner is required to submit a site plan prior to the construction of any phase of the subdivision, which requires the approval of the Community Development Director; and,

WHEREAS, a copy of said site plan, "The Preserve at Greenway Park – Phase II" (Sheets 1-7), dated November 7, 2011 and revised January 10, 2012, is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, a copy of the landscape plan, "The Preserve at Greenway Park – Phase II" (Sheets 1-2), dated December 19, 2011, is attached hereto as Exhibit "B," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, a copy of the lighting plan, "The Preserve at Greenway Park – PH II" (Sheet E-1), dated January 4, 2012, is attached hereto as Exhibit "C," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, a copy of architectural elevations, "The Preserve at Greenway Park" (Sheets A4.1-C, A6.10, A6.11), dated April 29, 2009, (Sheets A4.1-A, A4.1-BA, A4.1-BB) dated April 29, 2009 and revised June 16, 2009, and (Sheets A41.AT, A4.1-BT) dated January 5, 2011, are attached hereto as Exhibit "D", and are incorporated herein at this point as if fully set forth;

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Owner shall construct Pinyon Parkway, to City standards, from Missouri Avenue to the east boundary of Phase II concurrent with this phase of development. Said construction shall be completed prior to the



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CITY OF CASPER

issuance of any Certificate of Occupancy in The Preserve at Greenway Park Phase II.

- B. Prior to the issuance of a Certificate of Occupancy for any of the structures in Phase II, the Owner shall construct the proposed pedestrian trail to standard City specifications for pedestrian trails, running parallel to South Missouri Street, along the east side of Sage Creek, from the north property line to the south property line of Greenway Park II. Said trail shall be constructed to street standards (4" asphalt/6" base) to allow use for maintenance. The Owner shall also construct sidewalk, to City standards, along South Missouri Avenue from the north property boundary to Pinyon Parkway; however, is relieved from its obligation to construct sidewalk along South Missouri Avenue from Pinyon Parkway to the south property boundary.
- C. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide the City with recorded "public access easements," in a form acceptable to the City, for all internal drives in Phase II.
- D. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit a revised or updated storm drainage study to the City Engineer for review and approval.
- E. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide a revised garbage collection plan to the City Engineer for review and approval.
- F. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide all necessary utility (water and/or sewer) easements to the City, in a form acceptable to the City.
- G. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide the City with written clearance from the U.S. Army Corp of Engineers (USACOE) for any wetland impacts that may occur due to the Phase II development.

II. OBLIGATIONS OF THE OWNERS:

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

- A. The Owner shall landscape the property in keeping with the Landscape Plan approved by the Community Development Director, and comply with the following landscaping requirements:
1. Landscape and beautify the areas identified on the Landscape Plan.
 2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owners' request for an extension, which shall not exceed six (6) months. Once an extension is granted, the building official may issue a Certificate of Occupancy for the structure.
 6. In the case of an extension granted by the Community Development Director for the installation of landscaping, the owner is required to post, with the city, a performance security in the form of a bond, cash, letter of credit, or other form acceptable to the city, and otherwise comply with the "Performance Security" section of Title 17, Appendix B of the Casper Municipal Code. The posted amount shall be in an amount of no less than one-hundred twenty five (125%) percent of an itemized estimate prepared by a landscape architect or professional landscaping contractor, for all landscaping material and installation costs necessary to comply with the approved landscaping plan. The Community Development Director shall have the discretion to determine if the amount of the itemized estimate is reasonable, and may request subsequent written estimates to verify the accuracy and validity of the original estimate.

- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.
- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal code, shall be three inch (3") asphaltic concrete surface over three inches (3") of asphaltic binder course over eight inches (8") of grading "W" base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.
- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum

Standards for Commercial Sanitation Container Facility” dated March 2002, or “Minimum Standards for Double Bin Commercial Sanitation Facilities.” Alternately, upon approval by the City Sanitation Department, other designs may be accepted.

- H. All public improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving and/or landscaping work is completed in the Development.
- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- L. The Owner at its cost shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.

- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.
- P. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other

state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.

- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost at the time of the agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.
- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements as outlined in the site plan agreement are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
- W. A project may be constructed without financial security as otherwise required herein provided that the owner/subdivider submits to the City a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the subdivision agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
- X. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until

a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded agreement between the Owner and the contractor as set forth in subsection (A)(2) of this section shall be provided to the City.

Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent of the total construction costs of such improvements. This financial security for the warranty period of eighteen months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

Z. Forms of Financial Security.

1. Financial security may be provided in one of the following forms:

- a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the city;
- b. Cash;
- c. Surety bonds on forms provided by the City;
- d. Unconditional letter of credit subject to the laws and courts of the state of Wyoming in a form approved by the City.

AA. The Owner's engineering consultant shall provide actual construction costs to the city for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.

BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or

reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the owner/developer within ten calendar days.

III. OBLIGATIONS OF THE CITY:

The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

IV. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this contract in an expeditious manner, the City may at its option, do any or all of the following:

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.

- B. Successors and Assigns: This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:

William J. Smith II

WITNESS:

CITY OF CASPER, WYOMING
A Municipal Corporation

Dee Hardy
By:
Printed Name: Dee Hardy

Linda L. Witko
Linda L. Witko
Acting Community Development Director

WITNESS:

OWNER
HAYSTACK PROPERTIES, LLC

Karen L. Delicate
By:
Printed Name: Karen L. Delicate

Anthony Cleberg
Anthony Cleberg
Member

WITNESS:

OWNER
HAYSTACK PROPERTIES, LLC

Matt Thomas
By:
Printed Name: Matt Thomas

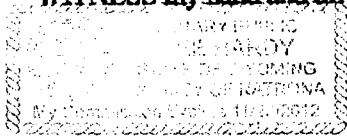
Donald B. Berland
Donald B. Berland
Member

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by LINDA L WITKO, as ACTING COMMUNITY DEVELOPMENT DIRECTOR of the CITY OF CASPER, WYOMING, a Municipal Corporation, this 8th day of March, 2012.

WITNESS my hand and official seal.



Dee Hardy
Notary Public

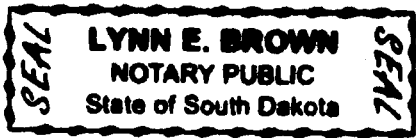
My Commission Expires: 11/2012

ACKNOWLEDGEMENT

STATE OF South Dakota)
)ss.
COUNTY OF Pennington)

The foregoing instrument was acknowledged before me by ANTHONY CLEBERG, as MEMBER of HAYSTACK PROPERTIES, LLC this 24th day of February, 2012.

WITNESS my hand and official seal.



Lynn E. Brown
Notary Public

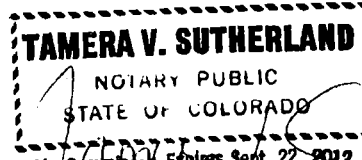
My Commission Expires: June 27, 2012

ACKNOWLEDGEMENT

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me by DONALD B. BERLAND, as MEMBER of HAYSTACK PROPERTIES, LLC this 28th day of February, 2012.

WITNESS my hand and official seal.



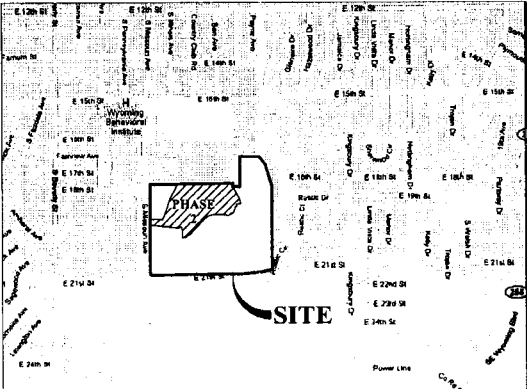
Tamera V. Sutherland
Notary Public

My Commission Expires: 9/22/12

**GREENWAY PARK
CASPER, WYOMING**
SECTION 14, T33N, R79W, 6 P.M.
NATRONA COUNTY, WYOMING

LEGAL DESCRIPTION:

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE NORTH-HALF OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SOUTH PRINCIPAL MERIDIAN COUNTY OF NATRONA, STATE OF WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE BASE OF BEARING IS THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, HAVING AN ASSUMED BEARING OF N 80° 37' 11" E.
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14,
THENCE S 89° 17' 17" E. ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 A DISTANCE OF 64.14 FEET TO THE POINT OF BEGINNING,
THENCE S 02° 45' 31" E. A DISTANCE OF 37.89 FEET;
THENCE S 51° 38' 09" E. A DISTANCE OF 130.05 FEET;
THENCE S 80° 52' 07" W. A DISTANCE OF 98.86 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF A HIGH-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 168.00 FEET, A CENTRAL ANGLE OF 90° 51' 09" A DISTANCE OF 186.37 FEET, THE CHORD WHICH BEARS S 68° 39' 10" W. A DISTANCE OF 111.71 FEET;
THENCE S 02° 45' 31" E. A DISTANCE OF 14.68 FEET;
THENCE S 10° 39' 18" W. A DISTANCE OF 85.00 FEET;
THENCE S 70° 32' 54" W. A DISTANCE OF 7.81 FEET TO POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 78.10 FEET, A CENTRAL ANGLE OF 89° 48' 57" A DISTANCE OF 23.63 FEET;
THENCE S 69° 09' 14" E. A DISTANCE OF 53.74 FEET TO POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 92° 07' 11" A DISTANCE OF 82.32 FEET;
THENCE S 69° 09' 14" E. A DISTANCE OF 38.62 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF A HIGH-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 10° 17' 11" A DISTANCE OF 26.89 FEET, THE CHORD WHICH BEARS S 77° 12' 27" W. A DISTANCE OF 26.91 FEET;
THENCE S 34° 04' 17" E. A DISTANCE OF 17.73 FEET TO POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 148.00 FEET, A CENTRAL ANGLE OF 62° 58' 38" A DISTANCE OF 98.11 FEET TO A POINT OF FORWARD CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 148.00 FEET, A CENTRAL ANGLE OF 31° 29' 04" A DISTANCE OF 86.21 FEET;
THENCE S 89° 17' 17" E. A DISTANCE OF 110.33 FEET TO POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 214.00 FEET, A CENTRAL ANGLE OF 64° 00' 58" A DISTANCE OF 186.15 FEET;
THENCE S 89° 17' 17" E. A DISTANCE OF 322.52 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 176.25 FEET, A CENTRAL ANGLE OF 86° 00' 17" A DISTANCE OF 186.37 FEET;
THENCE S 89° 17' 17" E. A DISTANCE OF 30.00 FEET;
THENCE S 10° 39' 18" W. A DISTANCE OF 85.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF A HIGH-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 10° 17' 11" A DISTANCE OF 26.89 FEET, THE CHORD WHICH BEARS S 77° 12' 27" W. A DISTANCE OF 26.91 FEET;
THENCE S 10° 39' 18" W. A DISTANCE OF 85.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 31° 29' 04" A DISTANCE OF 86.21 FEET;
THENCE S 89° 17' 17" E. A DISTANCE OF 110.33 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 214.00 FEET, A CENTRAL ANGLE OF 64° 00' 58" A DISTANCE OF 186.15 FEET;
THENCE S 89° 17' 17" E. A DISTANCE OF 322.52 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 176.25 FEET, A CENTRAL ANGLE OF 86° 00' 17" A DISTANCE OF 186.37 FEET;
THENCE S 89° 17' 17" E. A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF SOUTH MERCUR STREET;
THENCE S 89° 17' 17" E. ALONG SAID EASTERN RIGHT-OF-WAY LINE A DISTANCE OF 266.48 FEET;
THENCE S 89° 17' 17" E. A DISTANCE OF 176.25 FEET;
THENCE S 10° 39' 18" W. A DISTANCE OF 161.37 FEET TO POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 10° 17' 11" A DISTANCE OF 26.89 FEET;
THENCE S 10° 39' 18" W. A DISTANCE OF 134.48 FEET;
THENCE S 02° 45' 31" E. A DISTANCE OF 37.89 FEET;
THENCE S 51° 38' 09" E. A DISTANCE OF 130.05 FEET;
THENCE S 80° 52' 07" W. A DISTANCE OF 98.86 FEET;
THENCE S 89° 17' 17" E. A DISTANCE OF 64.14 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF SEVEN SQUARE FEET (7) (7) (7) ACROSS WORK ON-FILE.



VICINITY MAP
SCALE 1"=500'

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SHEET E-1	SITE LIGHTING PLAN
SHEET AA-1-A	ARCHITECTURAL ELEVATIONS
SHEET AA-1-AT	ARCHITECTURAL ELEVATIONS
SHEET AA-1-BA	ARCHITECTURAL ELEVATIONS
SHEET AA-1-DD	ARCHITECTURAL ELEVATIONS
SHEET AA-1-DT	ARCHITECTURAL ELEVATIONS
SHEET AA-1-C	ARCHITECTURAL ELEVATIONS
SHEET AB-10	ARCHITECTURAL ELEVATIONS
SHEET AB-11	ARCHITECTURAL ELEVATIONS

DEVELOPER/OWNER
MR. DON BERLAND, PRESIDENT
BERLAND DEVELOPMENT GROUP INC.
13394 EAST CENTRAL, TOWER ROAD
ENGLEWOOD, COLORADO 80112
303.721.1981
dberland@berland.co

ENGINEER
CARROLL E LANGE - MANNHARD, LTD.
7442 SOUTH TUCSON HAY,
SUITE 190-A
CENTENNIAL, COLORADO 80112
303.708.0500

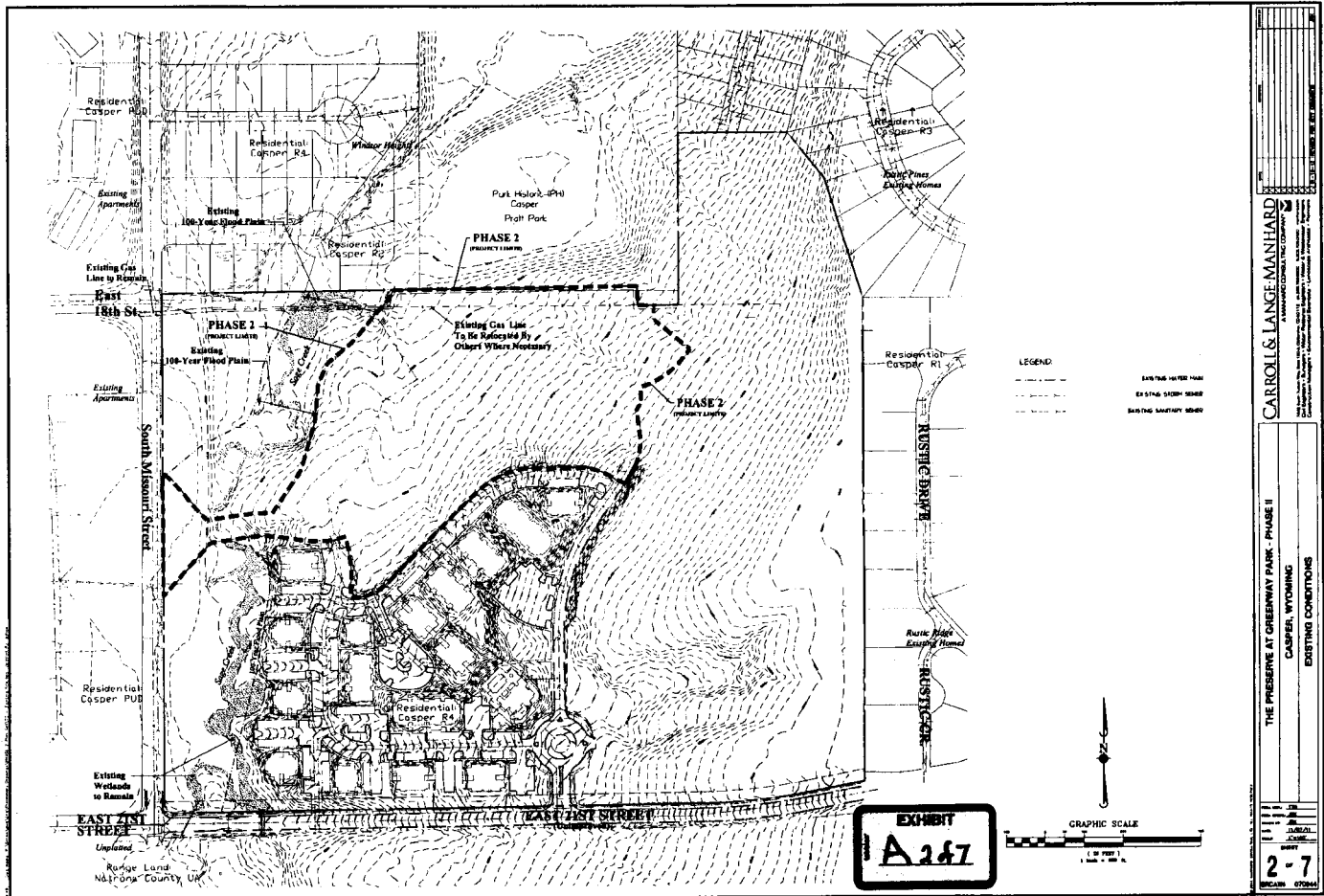
LAND PLANNER/LANDSCAPE ARCH.
CARROLL E LANGE - MANNHARD, LTD.
7442 SOUTH TUCSON HAY,
SUITE 190-A
CENTENNIAL, COLORADO 80112
303.708.0500

CARROLL E LANGE-MANNHARD
A PROFESSIONAL CORP. IN THE STATE OF WYOMING
LAND PLANNER, ARCHITECT, ENGINEER
303.708.0500
www.celmann.com

THE PRESERVE AT GREENWAY PARK - PHASE II
CASPER, WYOMING
COVER SHEET

1-7
CDS: 8/11/11
DWG: 10/11/11
REV: 10/11/11





CARROLL & LANGE-MANHARD A SUBSIDIARY OF CARROLL CONSULTING COMPANY <small>1000 N. GARDEN STREET, SUITE 100, CASPER, WYOMING 82401 TEL: 307.234.1100 FAX: 307.234.1101 WWW.CARROLLCONSULTING.COM</small>	
THE PRESERVE AT GREENWAY PARK - PHASE II CASPER, WYOMING EXISTING CONDITIONS	
PROJECT NO. _____ SHEET NO. _____ DATE _____	SCALE: 1" = 40'
2-7	

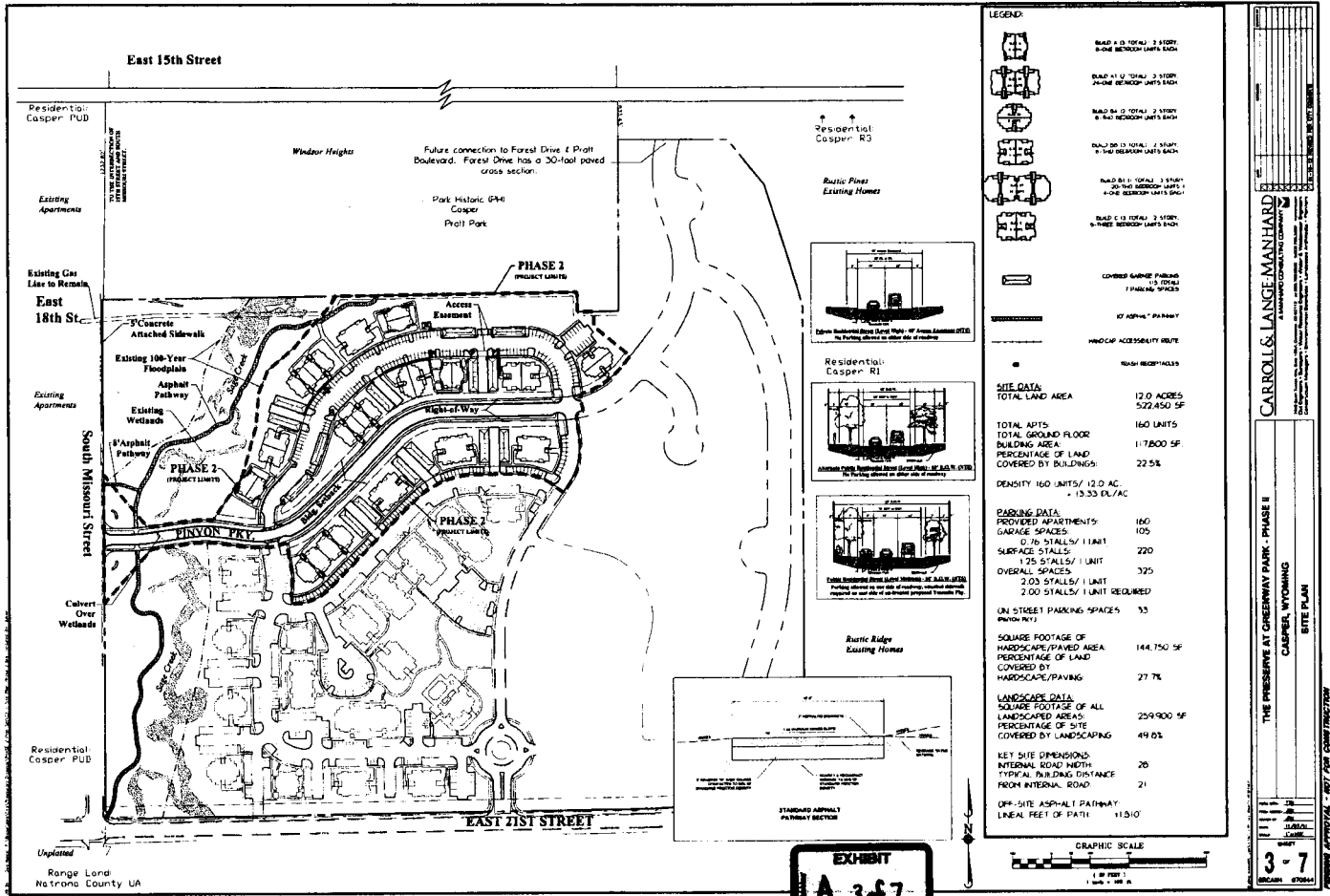
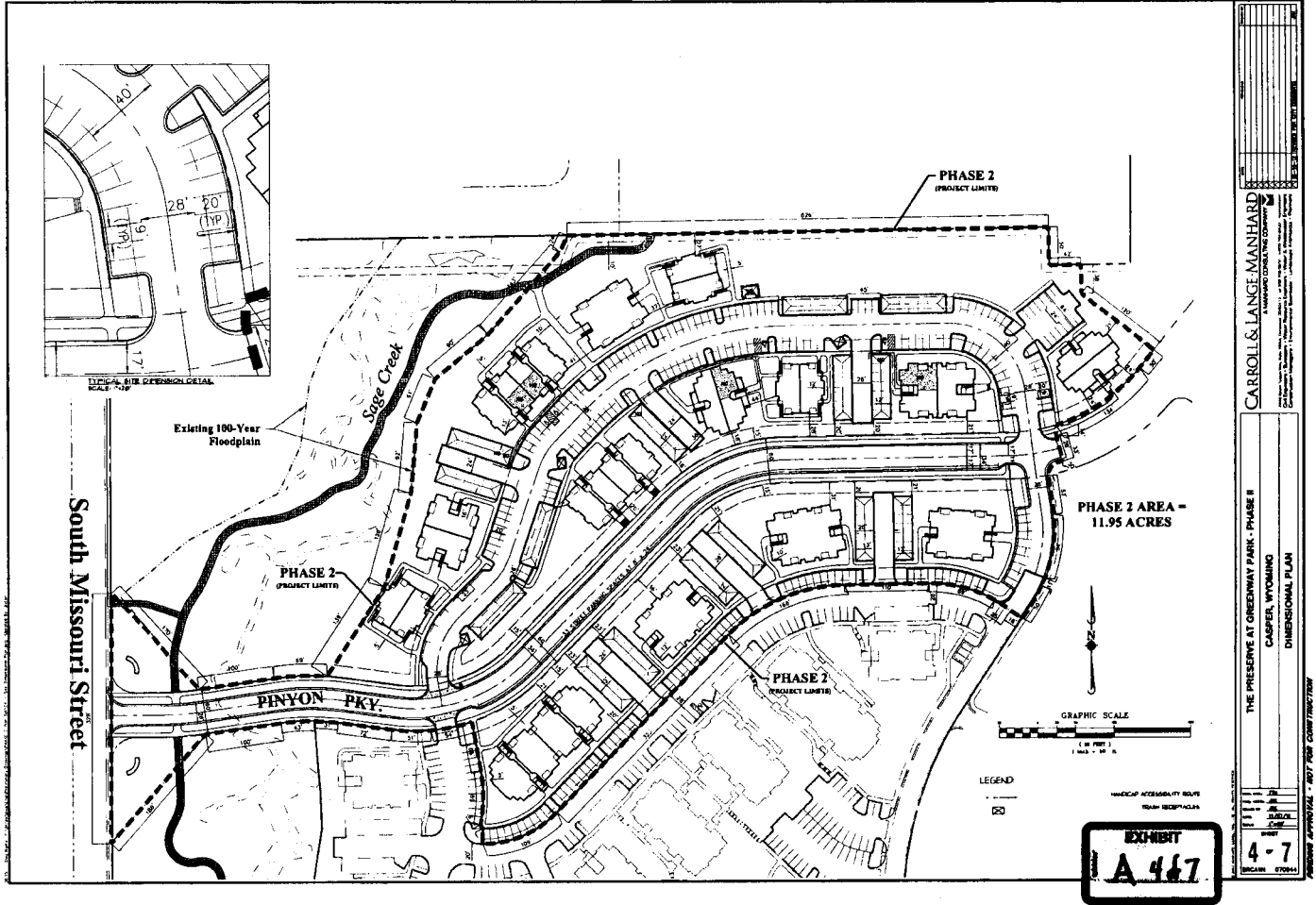


EXHIBIT
A 367

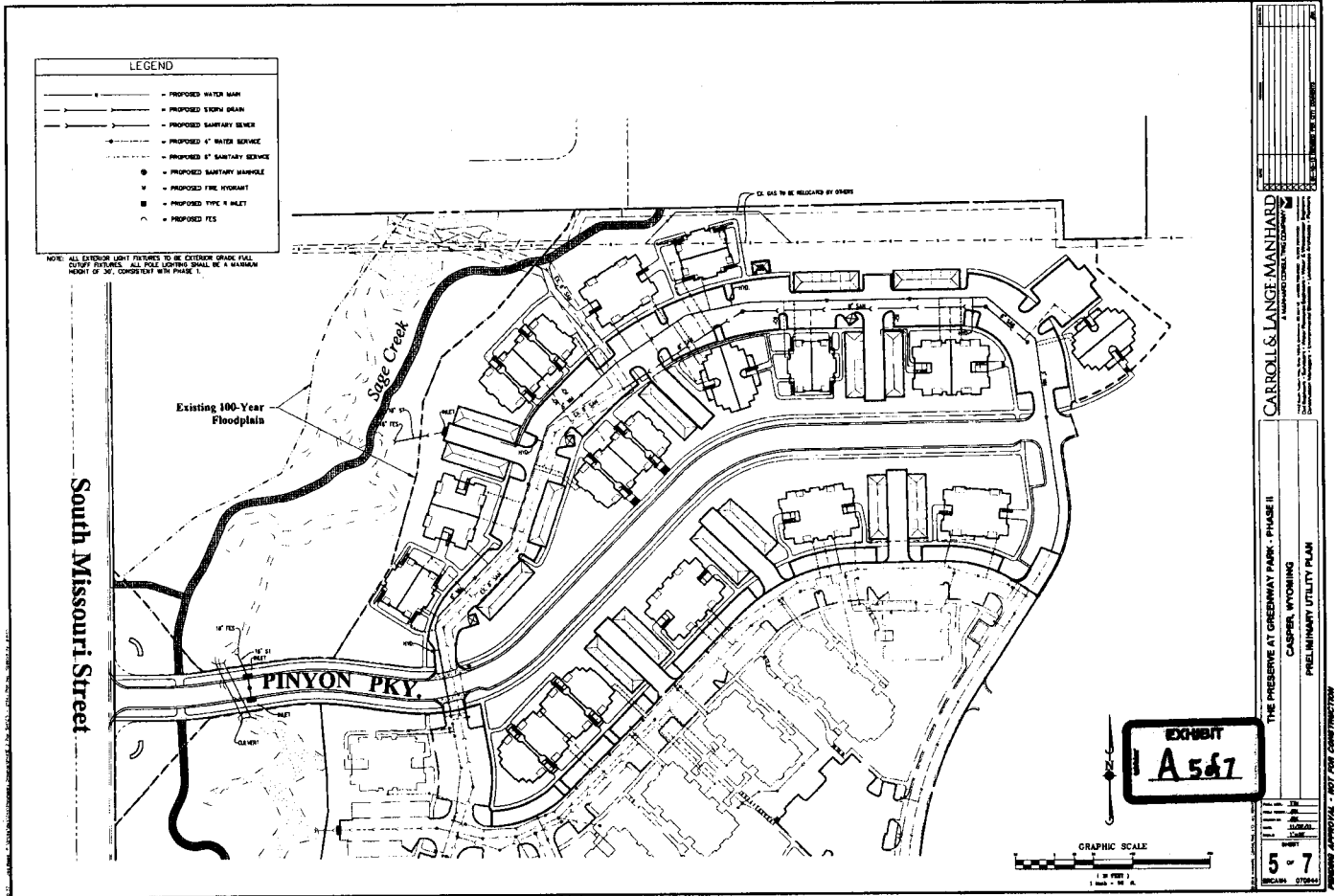
CARROLL & LANGE-MANHARD
 A LANDSCAPE ARCHITECTURE COMPANY
 1000 N. GARDEN STREET, SUITE 100
 CASPER, WYOMING 82401
 PHONE: (307) 233-1111
 FAX: (307) 233-1112
 WWW: CARROLL-LANGE-MANHARD.COM

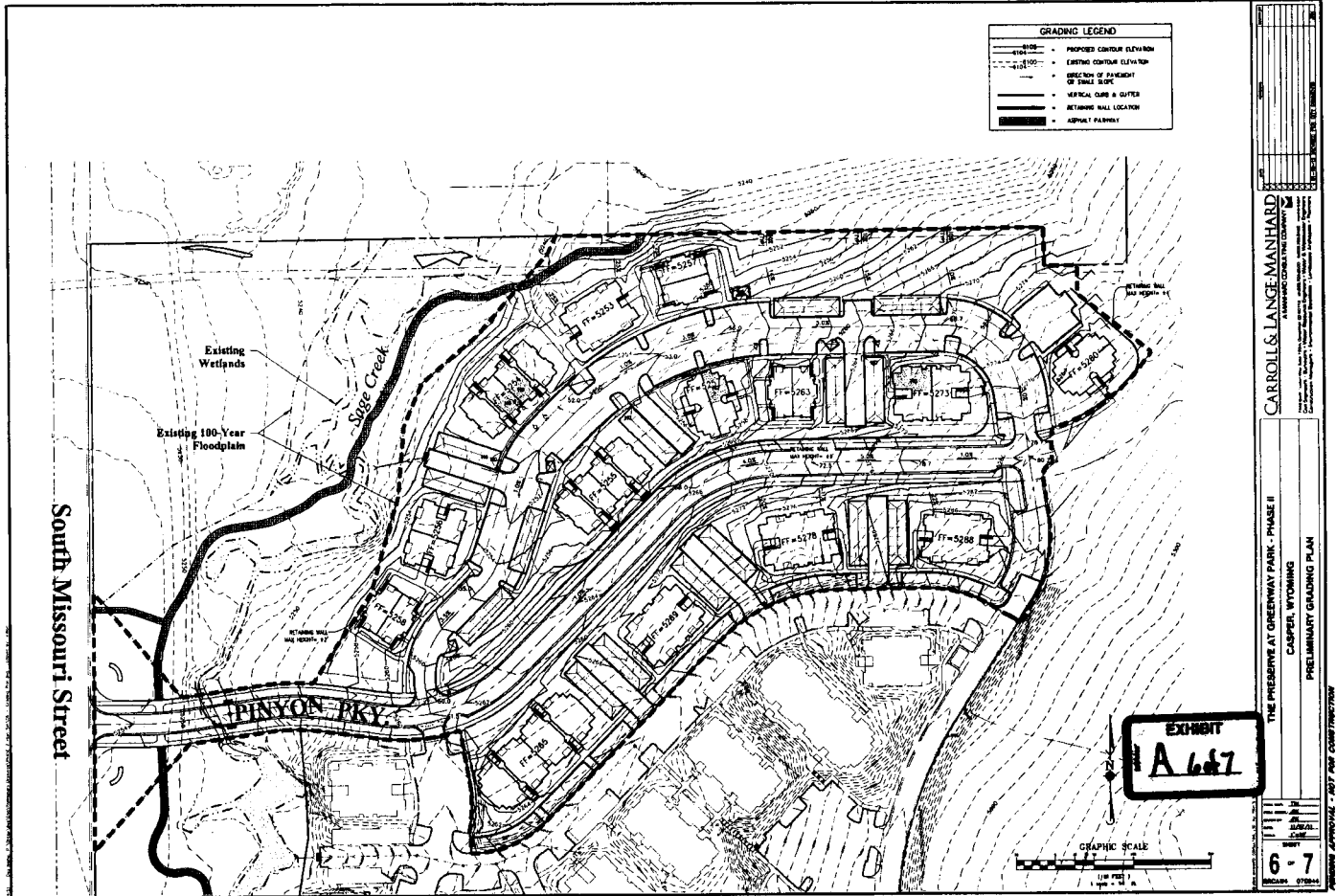
THE PRESERVE AT GREENWAY PARK - PHASE II
 CASPER, WYOMING
 SITE PLAN

3-7
 (SCALE: 470x44)

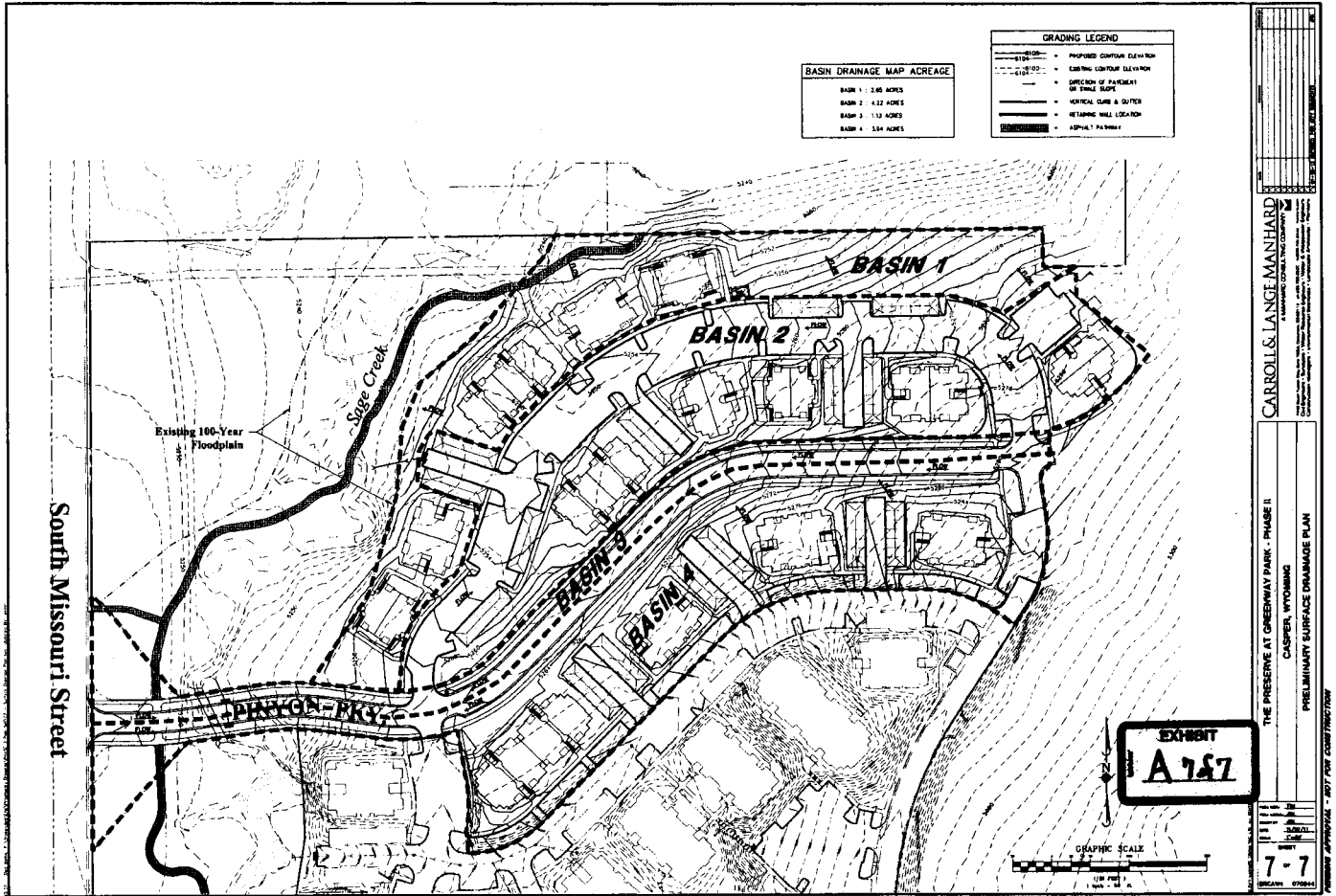


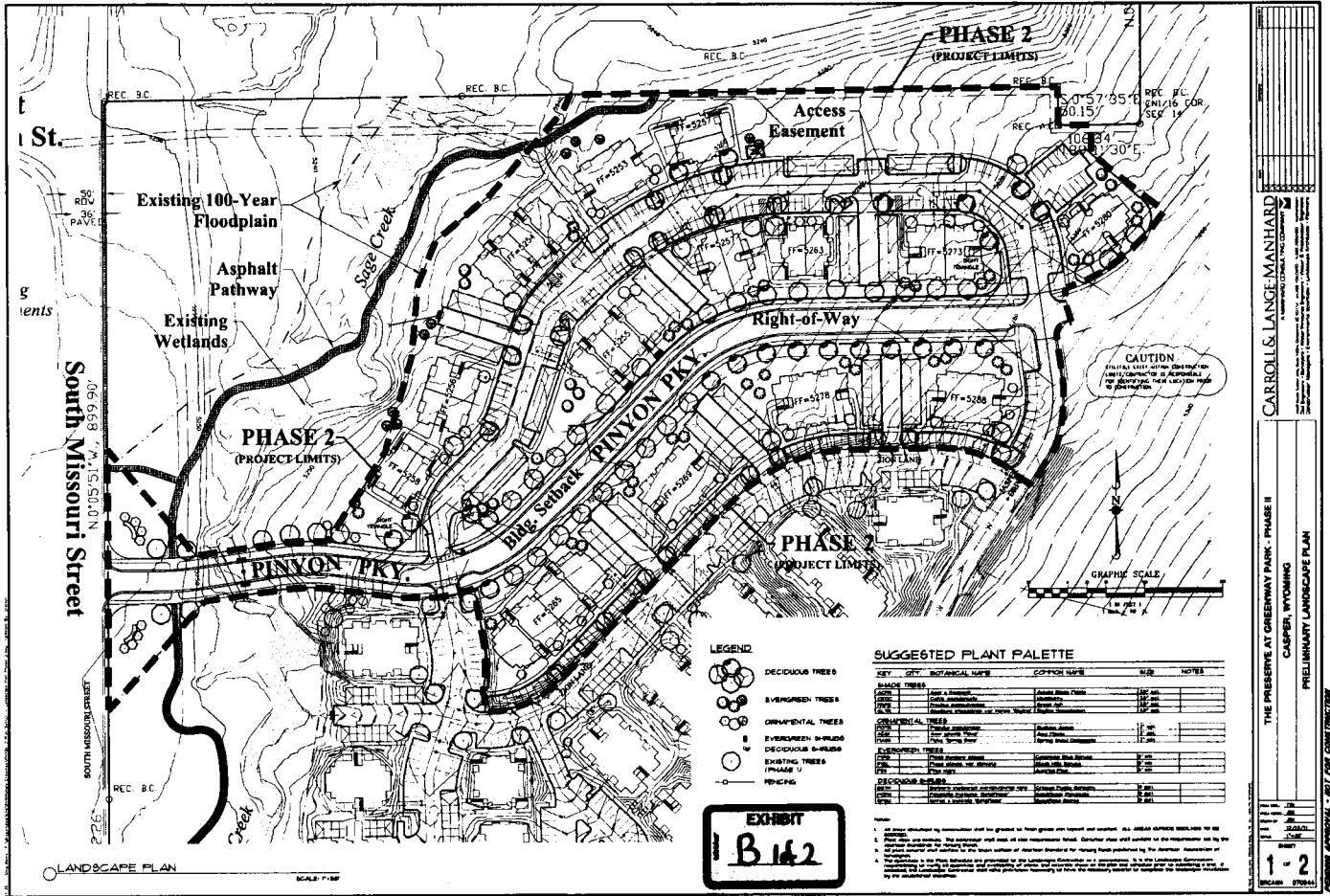
CARROLL & LANGE-MANHARD A LANDSCAPE ARCHITECTURE COMPANY	
THE PRESERVE AT GREENWAY PARK - PHASE II CASPER, WYOMING DIMENSIONAL PLAN	
DATE: 11/17/11	BY: [Signature]
4-7 SCALE: 1"=80'	





THE PRESERVE AT GREENWAY PARK - PHASE II
 CASPER, WYOMING
 PRELIMINARY GRADING PLAN
 CARROLL & LANGE-MANHARD
 A LANDSCAPE ARCHITECTURE FIRM
 6-7
 1/8" = 1'-0"





SPECIFICATIONS

1. Field Verification
The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or the Representative.

2. Protection of Existing Site and Existing Site Features
The Contractor shall provide a full and complete protection against trespassing and damage to existing trees, planted trees and other construction items on the property. The Contractor shall provide protection, temporary fencing, signs, when necessary or practical, as may be required to protect such areas.

The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued.

3. Work by the Contractor
The Contractor shall be responsible for the protection of trees, shrubs and roots of existing trees, shrubs, lawn, planted trees and other landscape items on the site to remain.

Existing trees which may be subject to construction damage shall be marked, removed or otherwise protected before any work is started. Staking of trees to be removed shall be at the end of construction. Do not remove trees without the approval of the Owner or the Representative.

Any damage to existing structures, plantings or law which results from the Contractor's work shall be repaired to that of the Contractor's expense immediately when it is reasonable for the Owner to do so.

All areas shown on the plan to be removed shall be removed at the end of construction. Do not remove trees without the approval of the Owner or the Representative.

The Landscape Contractor shall coordinate their work with all other trades on the site. Any planting trees obtained as a result of general construction activity shall be immediately reestablished by the Landscape Contractor at the contractor's expense to the Owner.

3. Planting Materials
All planting materials and methods shall be consistent with the latest edition of "Nurserymen's Handbook of America, Inc." and all other pertinent standards. All planting materials shall be inspected by the Owner or the Representative before use. All planting materials shall be inspected by the Owner or the Representative before use. All planting materials shall be inspected by the Owner or the Representative before use.

4. Responsibility of Plant Materials
All plant materials shall be subject to inspection and approval. The Landscape Architect/Owner's Representative reserves the right to reject any plant material for any reason. All plant materials shall be inspected by the Owner or the Representative before use.

5. Plant Substitution
The Contractor shall not substitute any plant material without the written approval of the Landscape Architect/Owner's Representative. Any substitution shall be made at least 30 days before the start of construction.

6. Planting Site
All planting sites shall be prepared to receive plants at a minimum depth of eight inches. The planting site shall be prepared to receive plants at a minimum depth of eight inches. The planting site shall be prepared to receive plants at a minimum depth of eight inches.

7. Fertilizer
All planting sites including any beds and individual plants shall be fertilized with a 10-10-10 fertilizer at the rate of 10 lbs per 100 sq ft.

8. Planting Methods
All planting methods shall be consistent with the latest edition of "Nurserymen's Handbook of America, Inc." and all other pertinent standards.

9. Watering
All plants shall be watered as specified in the landscape plan. All plants shall be watered as specified in the landscape plan.

A. Topsoil
Topsoil shall be spread over all areas to be seeded to a minimum depth of 1" after compaction.

B. Seed Mixture and Application Rate

Grass Seed (1" vertical)	60%
Perennial Ryegrass	30%
Medium of Choice	10%

 Apply at the rate of 8.5 lbs per 1000 sq ft.

C. Fertilization
The contractor shall supply the specific soil analysis from a reputable soil testing lab for the analysis of the soil. The contractor shall supply the Landscape Architect with all findings, analysis, and recommendations. Apply fertilizer and conditioner at the rate specified per soil test findings. At least 10% of the fertilizer nitrogen shall be of an organic origin.

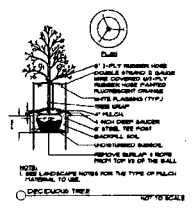
D. Watering
Seeded areas shall be watered to insure proper germination. Once seeds have germinated watering may be discontinued but the resulting seedlings shall be watered as specified in the landscape plan. All plants shall be watered as specified in the landscape plan.

E. Erosion Control
All areas shall be protected from erosion by the use of erosion control blankets or other approved methods. All areas shall be protected from erosion by the use of erosion control blankets or other approved methods.

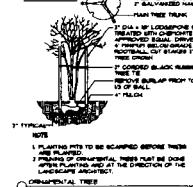
10. Planting Approval
All plantings shall be approved by the Contractor for a period of 60 days after preliminary submission by the Owner. All plantings shall be approved by the Contractor for a period of 60 days after preliminary submission by the Owner.

11. Plant Acceptance
Plant acceptance shall be granted by the Landscape Architect/Owner's Representative upon receipt of written request by the Contractor. All plantings shall be inspected by the Owner or the Representative before use.

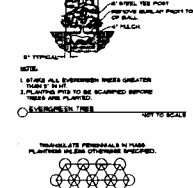
12. Site Cleanup
The Contractor shall remove all debris from the site and the work of other Contractors. The Contractor shall also be responsible for the removal of all debris from the site and the work of other Contractors.



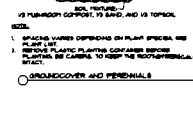
CIRCULAR TREE
1/2" TO SCALE



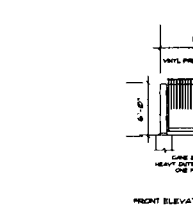
TYPICAL TREE
1/2" TO SCALE



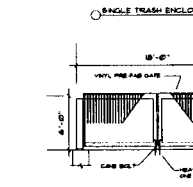
TYPICAL TREE
1/2" TO SCALE



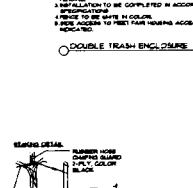
GROUNDCOVER AND PERENNIALS
1/2" TO SCALE



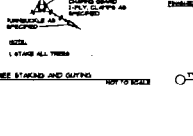
SINGLE TRASH ENCLOSURE
1/2" TO SCALE



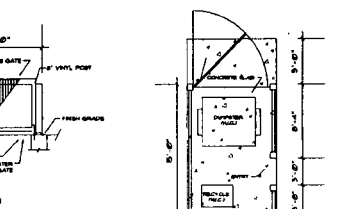
DOUBLE TRASH ENCLOSURE
1/2" TO SCALE



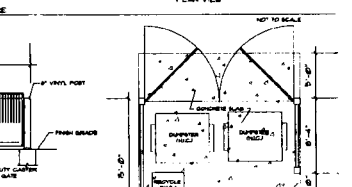
TREE STAKE AND GUY
1/2" TO SCALE



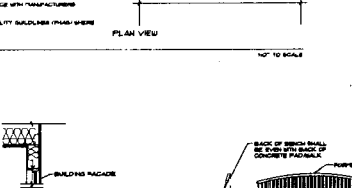
TYP. EXTERIOR WALL WITH STONE SUPPORT
1/2" TO SCALE



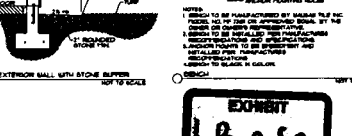
PLAN VIEW
1/2" TO SCALE



PLAN VIEW
1/2" TO SCALE



TRASH ENCLOSURE DETAIL
1/2" TO SCALE



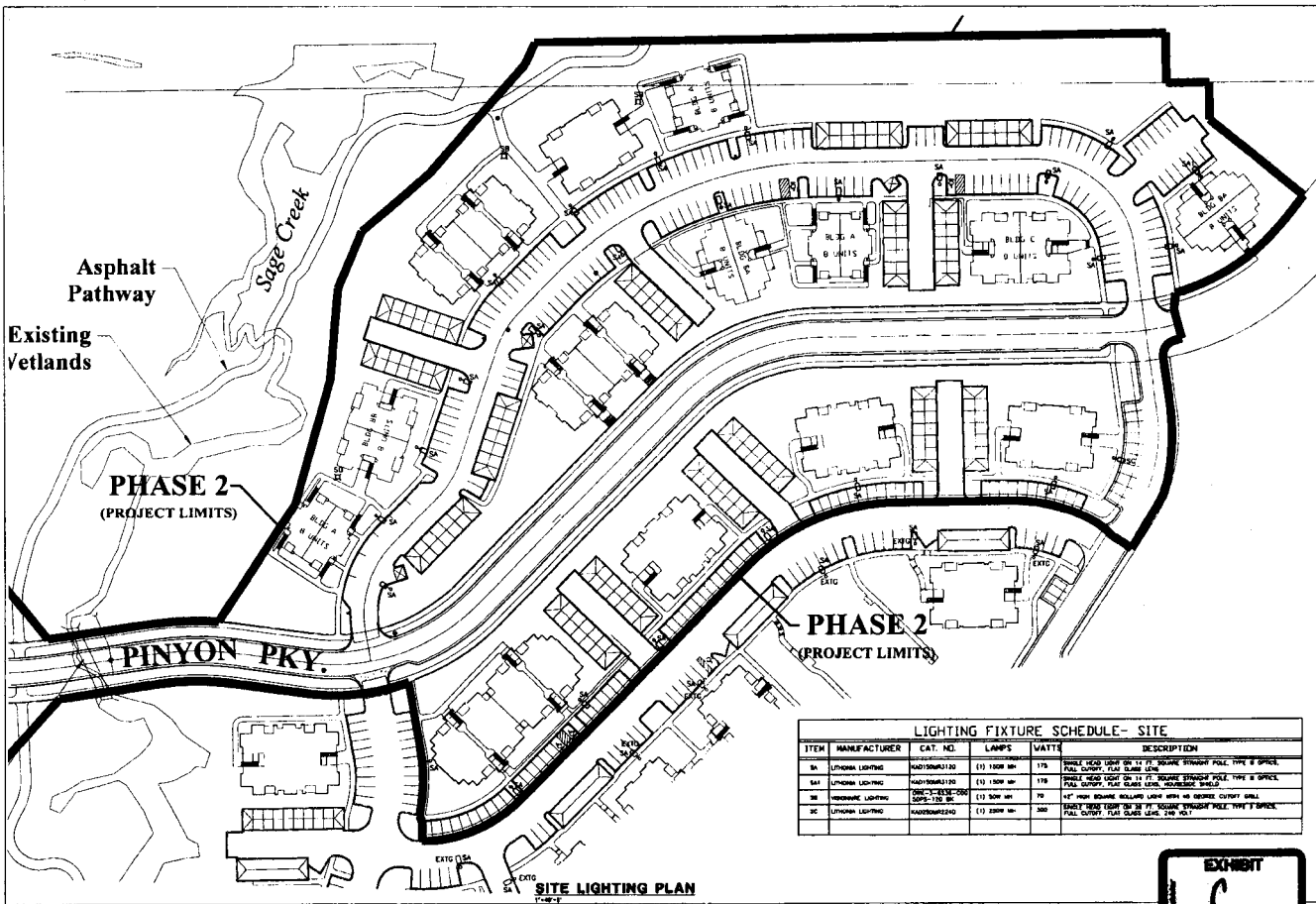
TRASH ENCLOSURE DETAIL
1/2" TO SCALE

CARROLL & LANCE MANIARD
LANDSCAPE ARCHITECTS AND PLANNERS
1000 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33304
Phone: (954) 562-1111
Fax: (954) 562-1112
www.carrollandlance.com

THE PRESERVE AT GREENWAY PARK - PHASE II
CASPER, WYOMING
LANDSCAPE DETAILS AND SPECIFICATIONS

EXHIBIT 1 B 2 & 2

2-2
SCALE: AS SHOWN
DATE: 08/20/2014
DRAWN: CDM



LIGHTING FIXTURE SCHEDULE - SITE

ITEM	MANUFACTURER	CAT. NO.	LAMPS	WATTS	DESCRIPTION
S4	LYONRAI LIGHTING	HA0150M01100	(1) 150W MH	175	SINGLE HEAD LIGHT ON 12 FT SQUARE STREET POLE TYPE II SPEC. FULL CUTOFF, FINE GRILLE LENS
S4S	LYONRAI LIGHTING	HA0150M01100	(1) 150W MH	175	SINGLE HEAD LIGHT ON 11 FT SQUARE STREET POLE TYPE II SPEC. FULL CUTOFF, FINE GRILLE LENS, SQUARE BRACKET
S8	LYONRAI LIGHTING	HA0150M01100	(1) 150W MH	175	12" WIDE SQUARE HILLTOP LIGHT WITH 48 DEGREE CUTOFF SHIELD
S8C	LYONRAI LIGHTING	HA0150M01100	(1) 150W MH	175	12" WIDE SQUARE HILLTOP LIGHT WITH 48 DEGREE CUTOFF SHIELD, FULL CUTOFF, FINE GRILLE LENS, 24" HGT.

EXHIBIT
C

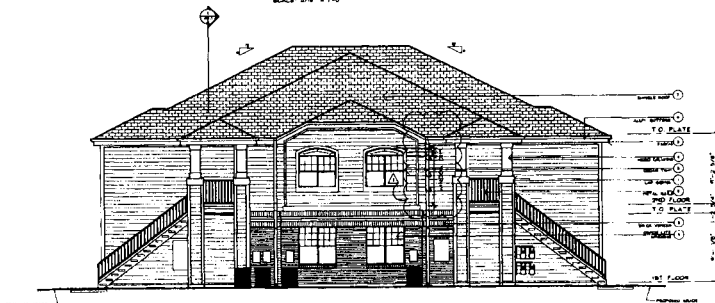
ELECTRICAL ENGINEERING
BE ENGINEERING CONSULTANTS, INC.
 720 So. Colorado Blvd., Suite 740-F
 Denver, Colorado 80246
 (303) 355-3534 Fax (303) 355-3509

THE PRESERVE AT GREENWAY PARK - PH II
 SOUTH MISSOURI STREET AND EAST 21ST STREET
 CASPER, WYOMING
PRESERVE CASPER, LLC
 13284 E. CENTRAL, TOWER HILLS, GREENWOOD, CO 80112

DATE: 01/04/12
 SHEET: SITE LIGHTING PLAN
 OF: E-1



FRONT ELEVATION
SCALE 3/8" = 1'-0"



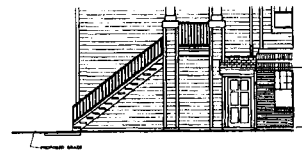
SIDE ELEVATION
SCALE 3/8" = 1'-0"

TYPICAL EXTERIOR MATERIALS

1. ROOF: 1/2" ASPHALT/FLUTE SHINGLES ON 1/2" OSB SHEATHING
2. SIDING: 1/2" ASPHALT/FLUTE SHINGLES ON 1/2" OSB SHEATHING
3. FLOORING: 1/2" ASPHALT/FLUTE SHINGLES ON 1/2" OSB SHEATHING
4. WALLS: 1/2" ASPHALT/FLUTE SHINGLES ON 1/2" OSB SHEATHING
5. CEILING: 1/2" ASPHALT/FLUTE SHINGLES ON 1/2" OSB SHEATHING
6. FINISHES: 1/2" ASPHALT/FLUTE SHINGLES ON 1/2" OSB SHEATHING



PARTIAL ELEVATION
AT EQUIPMENT SCREEN
SCALE 1/8" = 1'-0"
SEE SITE PLAN FOR LOCATIONS



PARTIAL ELEVATION
AT SPRINKLER RISER ROOM
SCALE 1/8" = 1'-0"
SEE SITE PLAN FOR LOCATIONS



SMOOK
DESIGN
GROUP
ARCHITECTURE



EXTERIOR
ELEVATIONS

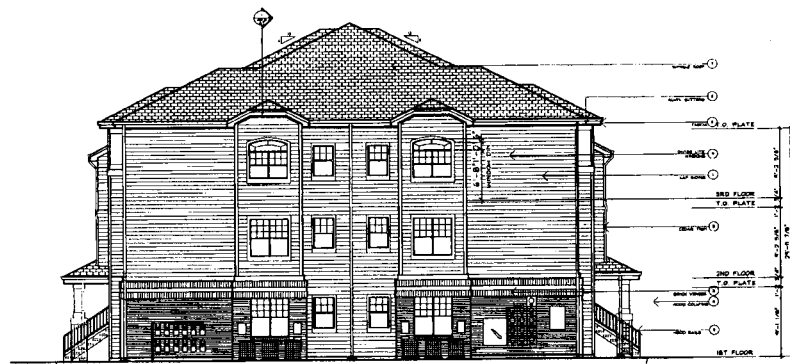
THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CLARK COUNTY, MISSOURI
PRESERVE CLARK LLC
13304 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80112

Project: 020210
Date: 04/25/04
Drawn: E.J.G.
Checked: L.B.P.T.E.
Revised: 06/18/04

EXHIBIT
1 D 168
BUILDING TYPE A



FRONT ELEVATION
SCALE 3/8" = 1'-0"



SIDE ELEVATION
SCALE 3/8" = 1'-0"

DETAILS FROM TABLES

1. WALL: 12" CMU WITH 1/2" GYPSUM BOARD ON INTERIOR SIDE
2. ROOF: 2" POLYSTYRENE INSULATION ON TOP OF 12" CMU WITH 1/2" GYPSUM BOARD ON INTERIOR SIDE
3. FLOOR: 4" POLYSTYRENE INSULATION ON TOP OF 4" CONCRETE SLAB WITH 1/2" GYPSUM BOARD ON INTERIOR SIDE
4. CEILING: 1/2" GYPSUM BOARD ON TOP OF 4" CONCRETE SLAB
5. PARTITION: 1/2" GYPSUM BOARD ON TOP OF 4" CONCRETE SLAB
6. WINDOW: 1/2" GYPSUM BOARD ON INTERIOR SIDE
7. DOOR: 1/2" GYPSUM BOARD ON INTERIOR SIDE

NOTES: SEE ALL DETAILS AT OTHER ELEVATIONS



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE 3/8" = 1'-0"

EXHIBIT
1 D 268

BUILDING TYPE AT



THE PRESERVE AT GREENWAY PARK
PHASE II
SOUTH MISSOURI GAS & ELECTRIC EAST 21ST STREET
CORNER GREENWAY PARK
PRESERVE CAPITAL LLC
1338 E. CONTROL TOWER HALL, ENGLEWOOD, CO 80112

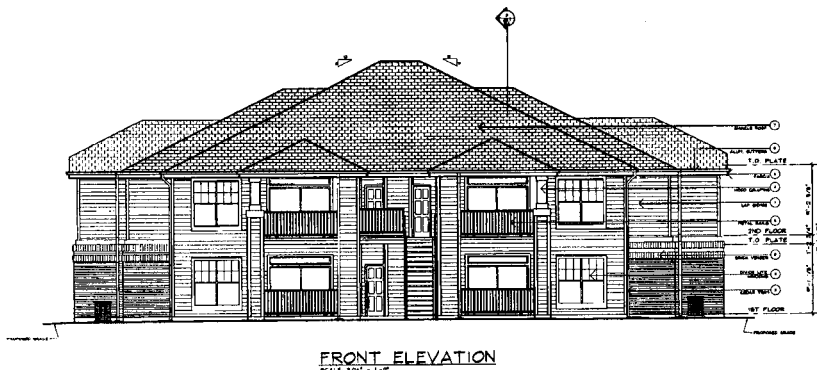


EXTERIOR ELEVATIONS

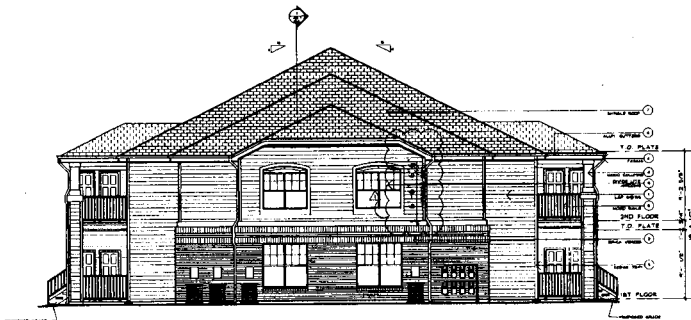
THE PRESERVE AT GREENWAY PARK
PHASE II
SOUTH MISSOURI GAS & ELECTRIC EAST 21ST STREET
CORNER GREENWAY PARK
PRESERVE CAPITAL LLC
1338 E. CONTROL TOWER HALL, ENGLEWOOD, CO 80112

Project: 282012
Date: 01/09/11
Drawn: E-R
Checked: E.A.S.T.A.
Scale:

A4 1-AT



FRONT ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"

TYPICAL EXTERIOR MATERIALS

1. ROOF: GABLE ROOF COVERED WITH 30 YEAR WARRANTY ASPHALT/FLY ASH SHINGLES.
2. SIDING: HORIZONTAL SIDING ON 1ST FLOOR AND VERTICAL SIDING ON 2ND AND 3RD FLOORS.
3. TRIM: 1/2\"/>



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE: 1/4" = 1'-0"
SEE SITE PLAN FOR LOCATION



SMOOK DESIGN GROUP ARCHITECTURE



EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CASPER, WYOMING
PRESERVE CASPER, LLC
1338 E. CONTROL, TOWER ROAD, ENGLEWOOD, CO 80112

Project: BE03C
Date: 04/25/09
Drawn: JLB
Checked: JLB, KJE
Revised: 06/11/09

Sheet No. 200
A4 1-B A



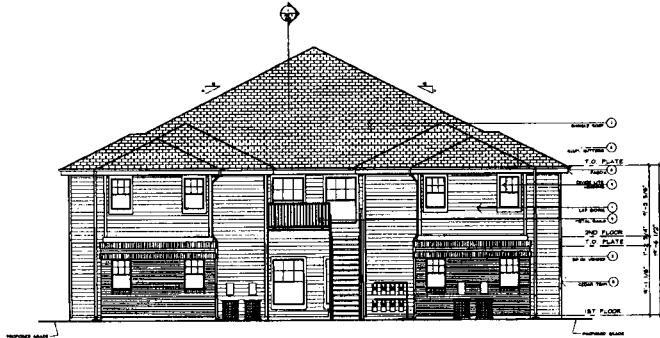
BUILDING TYPE BA



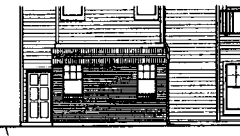
FRONT ELEVATION
SCALE 3/4" = 1'-0"

TYPICAL EXTERIOR MATERIALS

1. GABLE: Vertical Groove Cedar Siding
2. SIDING: Random Width Horizontal Cedar Siding
3. ROOF: 1/2" OSB SHEATHING OVER 12/12 GABLE ROOF
4. GROUND COVER: 1" GRANITE FINISH OVER 4" GRANITE FILL
5. DRIVEWAY: 4" GRANITE FINISH OVER 4" GRANITE FILL
6. PORCH: 4" GRANITE FINISH OVER 4" GRANITE FILL
7. PATIO: 4" GRANITE FINISH OVER 4" GRANITE FILL
8. STAIRS: 2" GRANITE FINISH OVER 4" GRANITE FILL
9. DECKING: 2" GRANITE FINISH OVER 4" GRANITE FILL
10. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
11. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
12. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
13. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
14. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
15. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
16. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
17. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
18. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
19. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
20. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
21. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
22. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
23. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
24. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
25. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
26. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
27. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
28. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
29. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
30. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
31. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
32. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
33. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
34. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
35. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
36. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
37. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
38. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
39. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
40. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
41. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
42. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
43. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
44. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
45. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
46. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
47. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
48. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
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50. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
51. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
52. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
53. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
54. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
55. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
56. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
57. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
58. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
59. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
60. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
61. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
62. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
63. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
64. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
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82. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
83. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
84. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
85. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
86. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
87. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
88. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
89. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
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92. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
93. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
94. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
95. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
96. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
97. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL
98. WALLS: 2" GRANITE FINISH OVER 4" GRANITE FILL
99. CEILING: 2" GRANITE FINISH OVER 4" GRANITE FILL
100. FLOORING: 2" GRANITE FINISH OVER 4" GRANITE FILL



SIDE ELEVATION
SCALE 3/4" = 1'-0"



PARTIAL ELEVATION AT SPRINKLER RISER ROOM / DOMESTIC WATER SERVICE
SCALE 3/4" = 1'-0"
SEE SITE PLAN FOR LOCATION



BUILDING TYPE BB



SMOOK DESIGN GROUP ARCHITECTURE

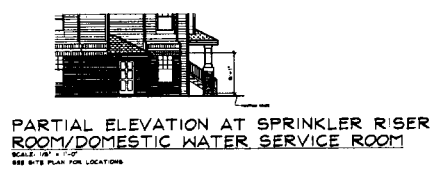
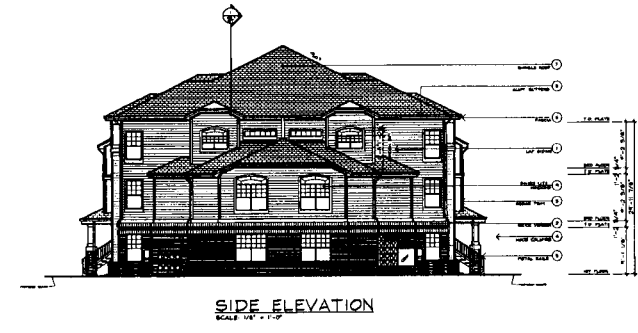


EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CASPER, WYOMING
PRESERVE CASPER, LLC
13344 E. CENTRAL, TOWER ROAD, ENGLEWOOD, CO. 80112

Project: B20702
Date: 04/23/08
Drawn: E.B.
Checked: J.H.K.
Revised: 06/19/08

A41-BB



BUILDING TYPE BT

SMOOK DESIGN GROUP ARCHITECTURE

1030 E. CORNELL, TOMBERT ROAD, ENGLEWOOD, CO 80112

EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK
PHASE II
SOUTH MISSOURI STREET AND EAST 21ST STREET
PRESERVE CASPER LLC
1030 E. CORNELL, TOMBERT ROAD, ENGLEWOOD, CO 80112

Project: 302002
Date: 01/20/11
Client: P.S. & T.P.
Sheet:

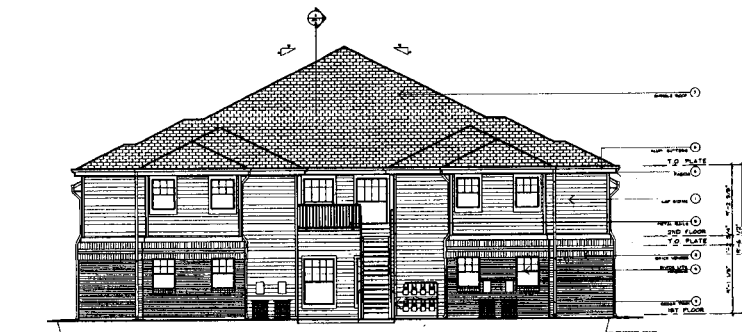
A4.1-BT



FRONT ELEVATION
SCALE 3/8" = 1'-0"

TYPICAL INTERIOR FINISHES

WALLS	1/2" GYP BOARD OVER 1/2" INSULATION
FLOORS	3/4" GYP BOARD OVER 1/2" INSULATION
CEILING	5/8" GYP BOARD
DOORS	1 1/2" SOLID CORE
WINDOWS	1 1/2" ALUMINUM CASING
BASEMENTS	1/2" GYP BOARD OVER 1/2" INSULATION
ROOFS	1/2" GYP BOARD OVER 1/2" INSULATION
STAIRS	1/2" GYP BOARD OVER 1/2" INSULATION
MECH. ROOMS	1/2" GYP BOARD OVER 1/2" INSULATION
MECH. ROOFS	1/2" GYP BOARD OVER 1/2" INSULATION



SIDE ELEVATION
SCALE 3/8" = 1'-0"



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE 3/8" = 1'-0"
SEE SITE PLAN FOR LOCATION



BUILDING TYPE C



Project: 120000
Date: 04/23/04
Drawn: J-R
Checked: J-R, K-L
Revised:



EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CASPER, WYOMING
PRESERVE CASPER LLC
13304 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80115

Project: 120000
Date: 04/23/04
Drawn: J-R
Checked: J-R, K-L
Revised:



EXHIBIT
D 768



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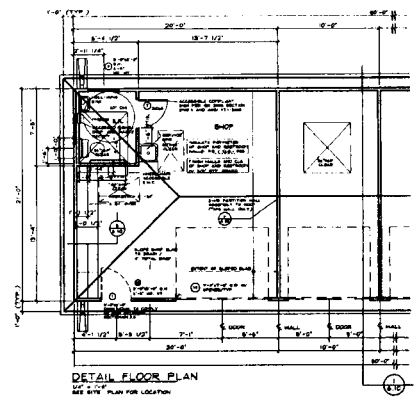
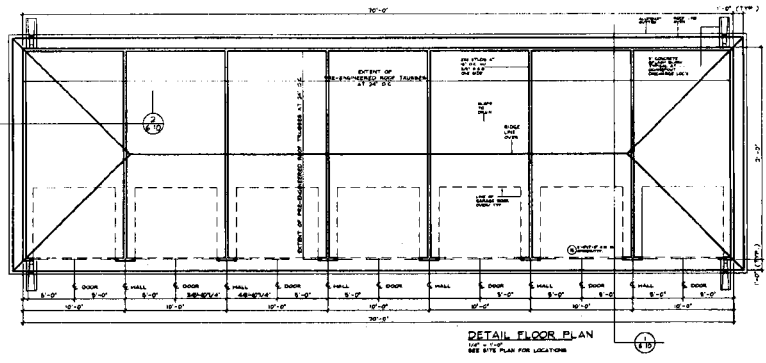
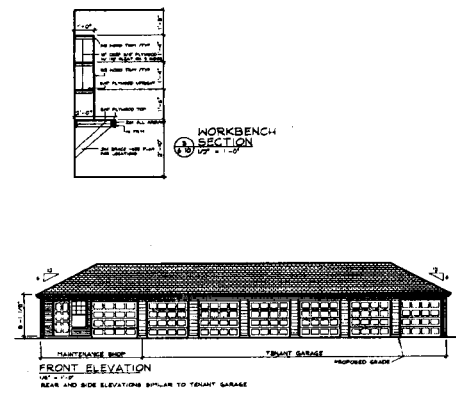
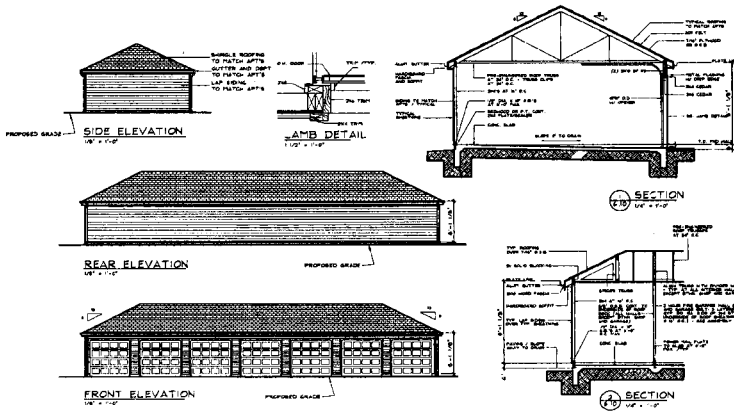


CARPOR
PLANS,
ELEVATIONS
AND
SECTIONS

THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 24TH STREET
CASPER, WYOMING
PRESERVE CASPER LLC
1336 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80112

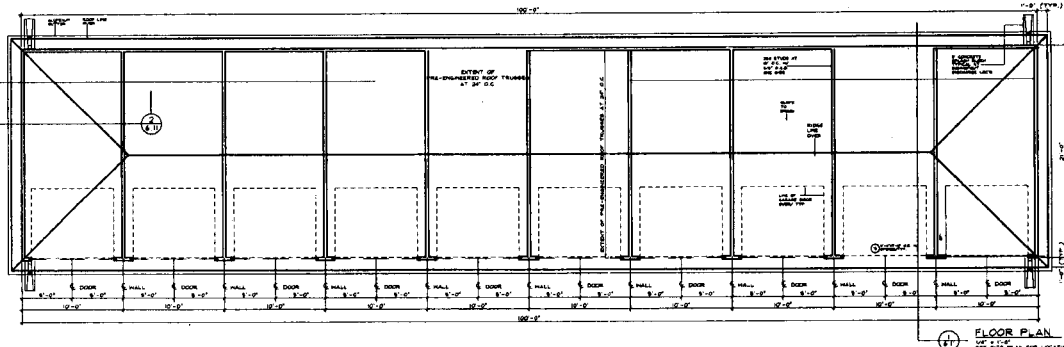
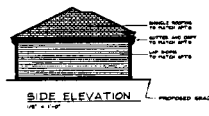
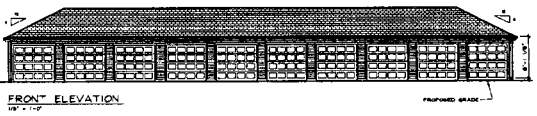
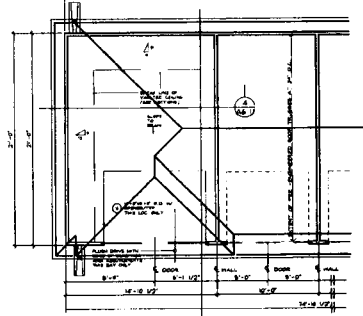
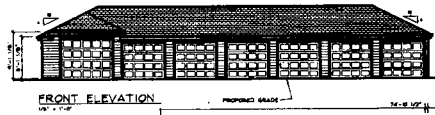
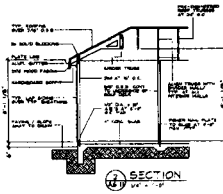
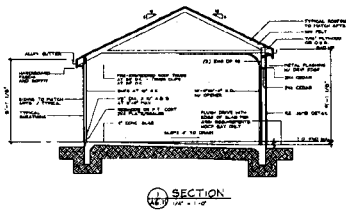
Project: 04/090
Date: 04/29/09
Drawn: EJB
Checked: EJB, SLL
Revised:

Sheet
122 OF 220
A6.10



DETACHED 7-CAR TENANT GARAGE

MAINTENANCE SHOP



DETACHED 10-CAR TENANT GARAGE



THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CASPER, WYOMING
PRESERVE CASPER LLC
13344 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80113



CARPOR
PLANS,
ELEVATIONS
AND
SECTIONS

THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CASPER, WYOMING
PRESERVE CASPER LLC
13344 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80113

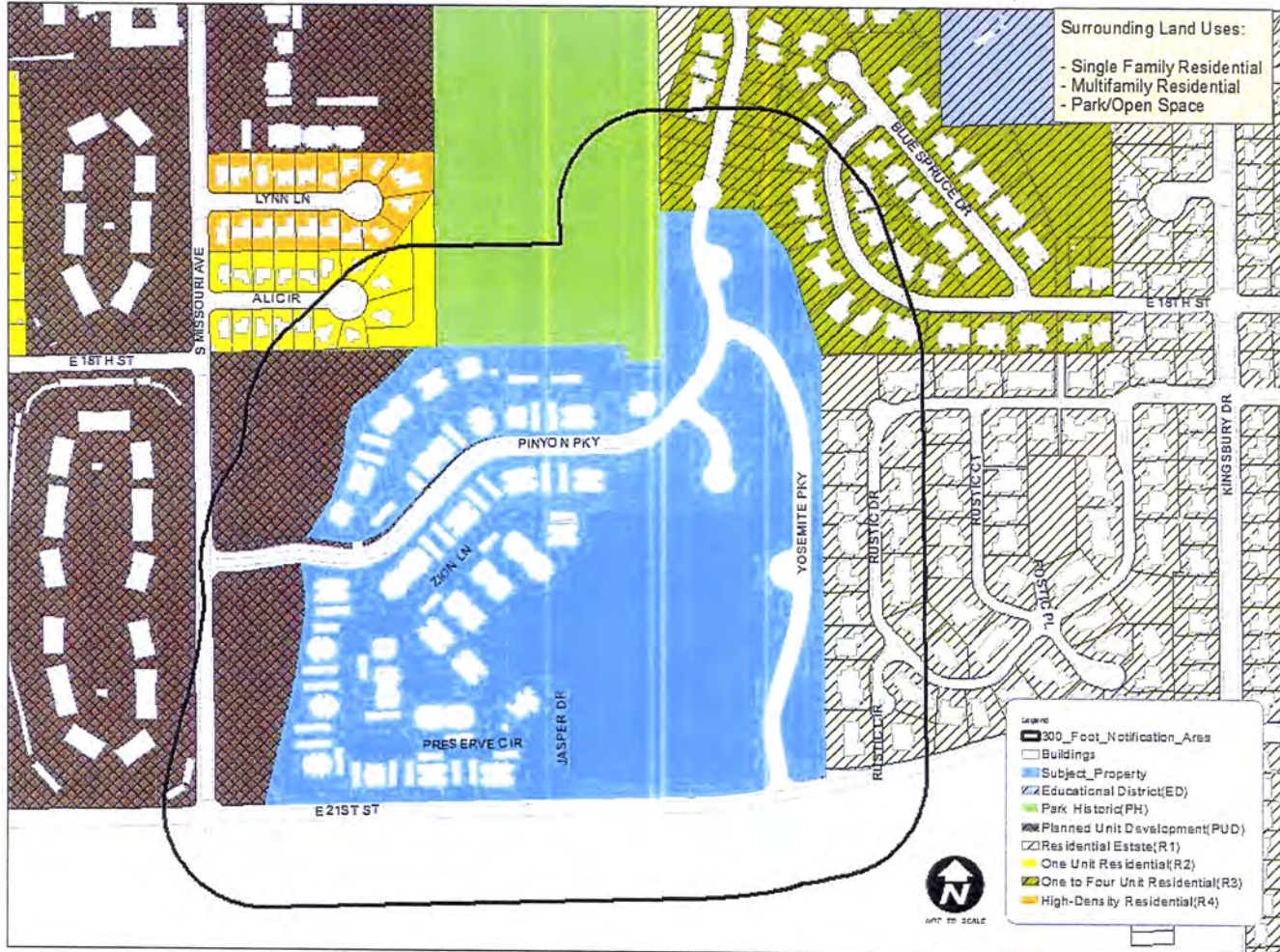
Project: BEPCBC
Date: 04/28/05
Drawn: F.S.
Checked: F.S.
Revised:

1000000
133 of 200
A6.11
D 268

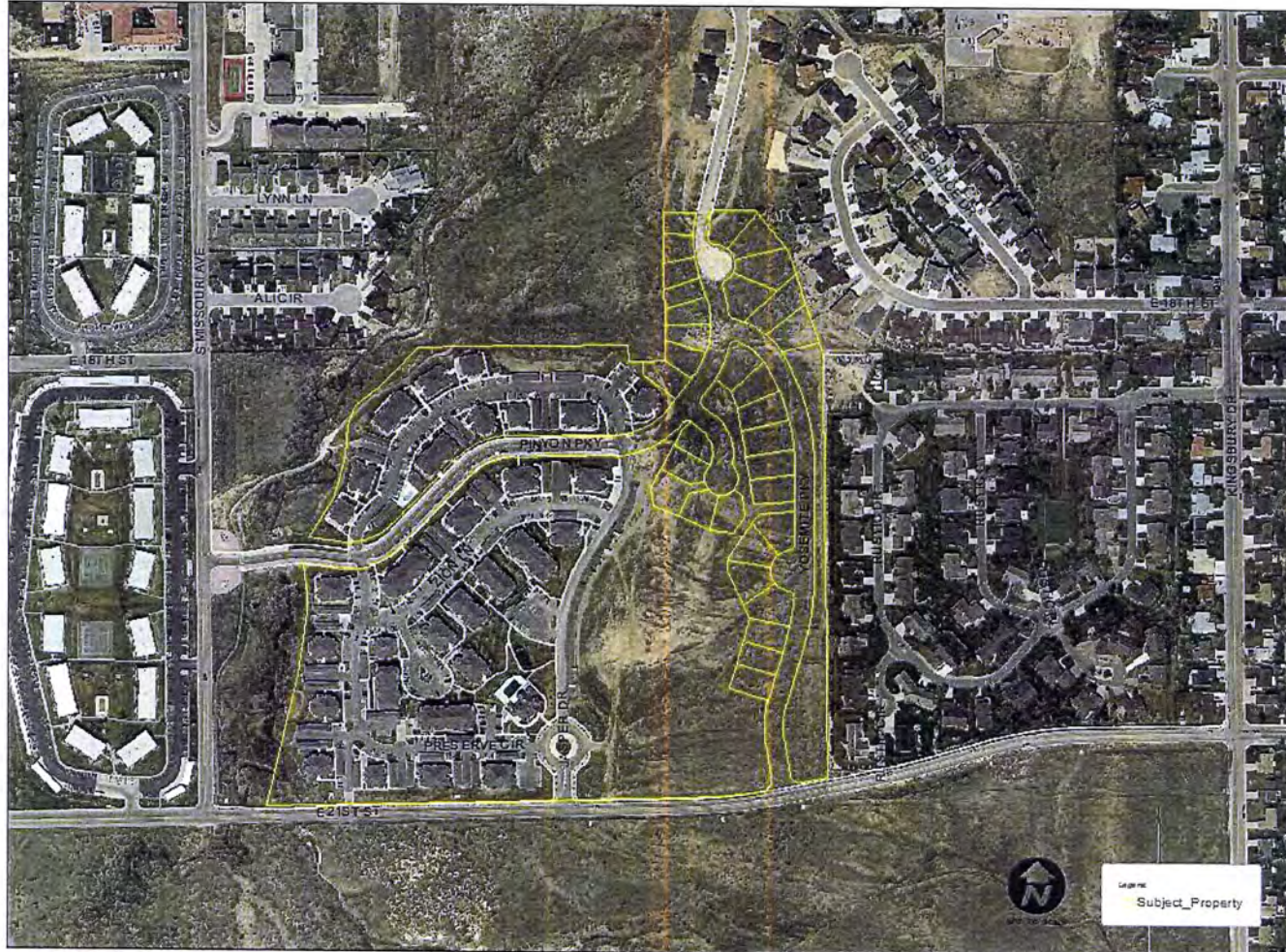


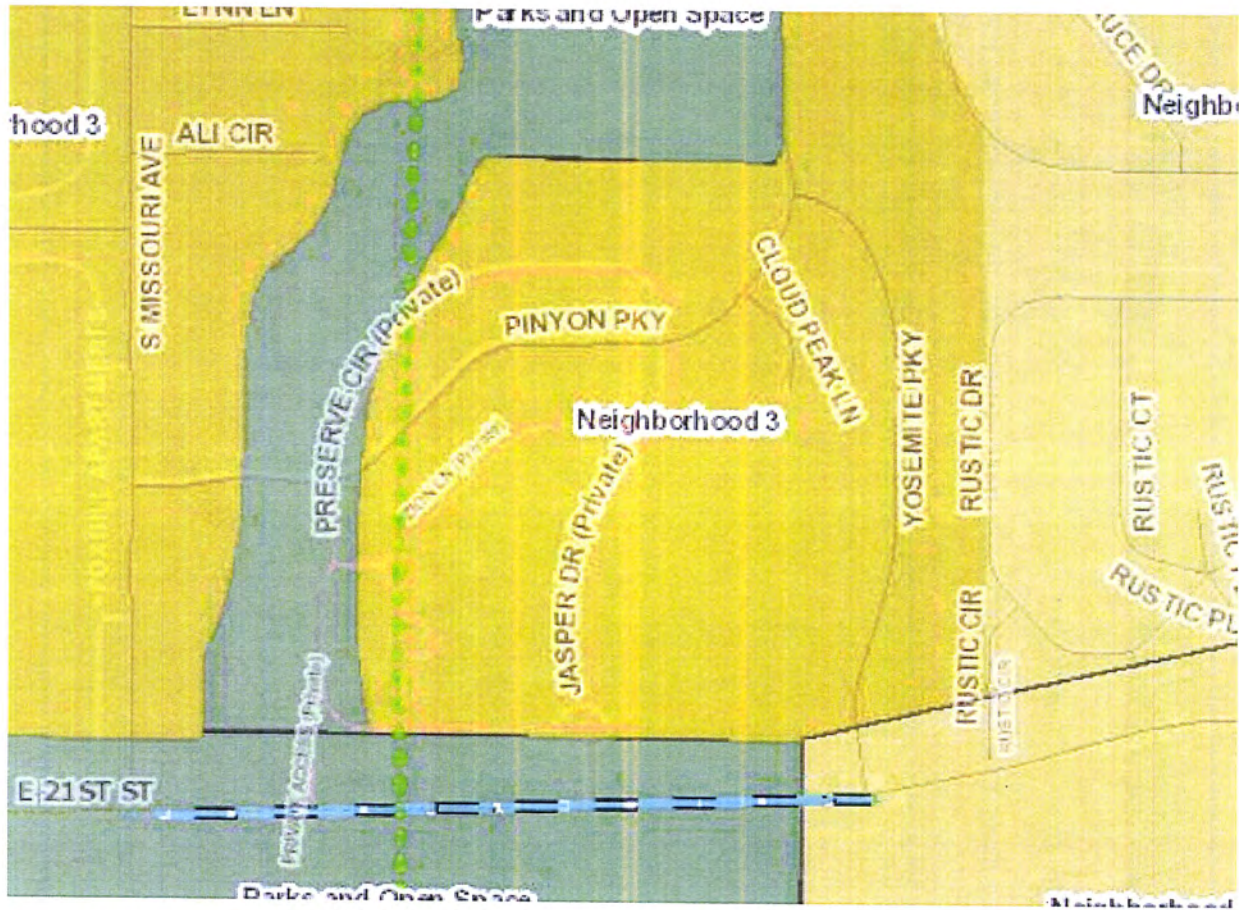
Exhibit "O"
 (16 Pgs)

Greenway Park III Addition

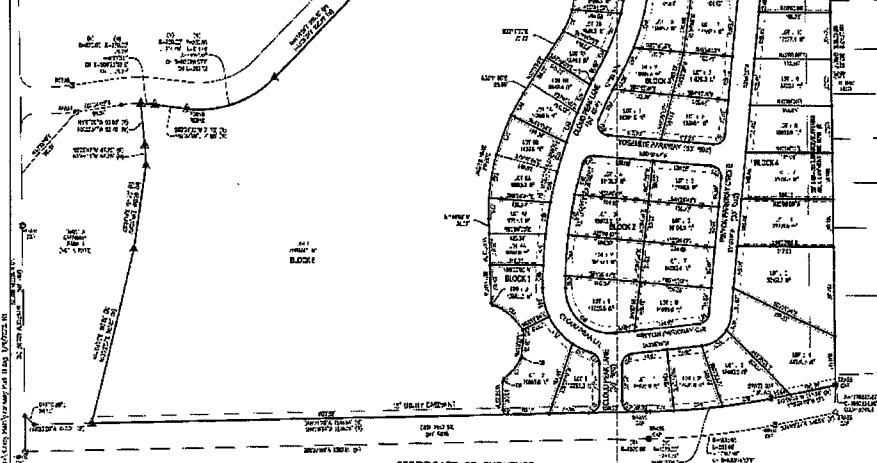
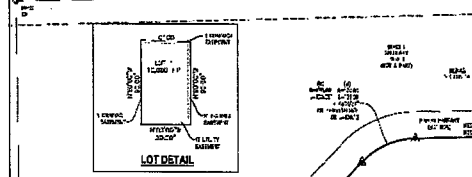


Greenway Park III Addition





LINE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
1	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00	S 89° 15' 00" W	100.00



CEPI

City of Eugene Planning Department

SCALE: 1" = 100'

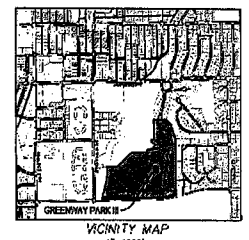
LEGEND

- ▲ SET BACKS ON
- ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF
- FOUND MONUMENT AS NOTED

CERTIFICATE OF SURVEYOR

I, _____, a duly qualified and licensed Surveyor of the State of Oregon, do hereby certify that the foregoing plat is a true and correct representation of the survey made by me in accordance with the laws of the State of Oregon and the rules and regulations of the Board of Surveyors of the State of Oregon.

(Signature and Seal)



APPROVALS

APPROVED BY THE CITY OF EUGENE PLANNING DEPARTMENT ON _____ DATE _____

APPROVED BY THE BOARD OF PLANNING AND ZONING ON _____ DATE _____

APPROVED BY THE BOARD OF SUPERVISORS ON _____ DATE _____

- NOTES**
1. THIS PLAN IS SUBJECT TO THE CITY OF EUGENE PLANNING DEPARTMENT'S POLICY ON DEVELOPMENT AND USE OF LAND.
 2. THE CITY OF EUGENE PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE LEGAL STATUS OF THE LAND.
 3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 4. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF.
 5. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF.
 6. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF.

CERTIFICATE OF DESIGNATION

STATE OF OREGON 1999
COUNTY OF MADRAS

BEFORE ME, the undersigned authority, on this _____ day of _____ 1999, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

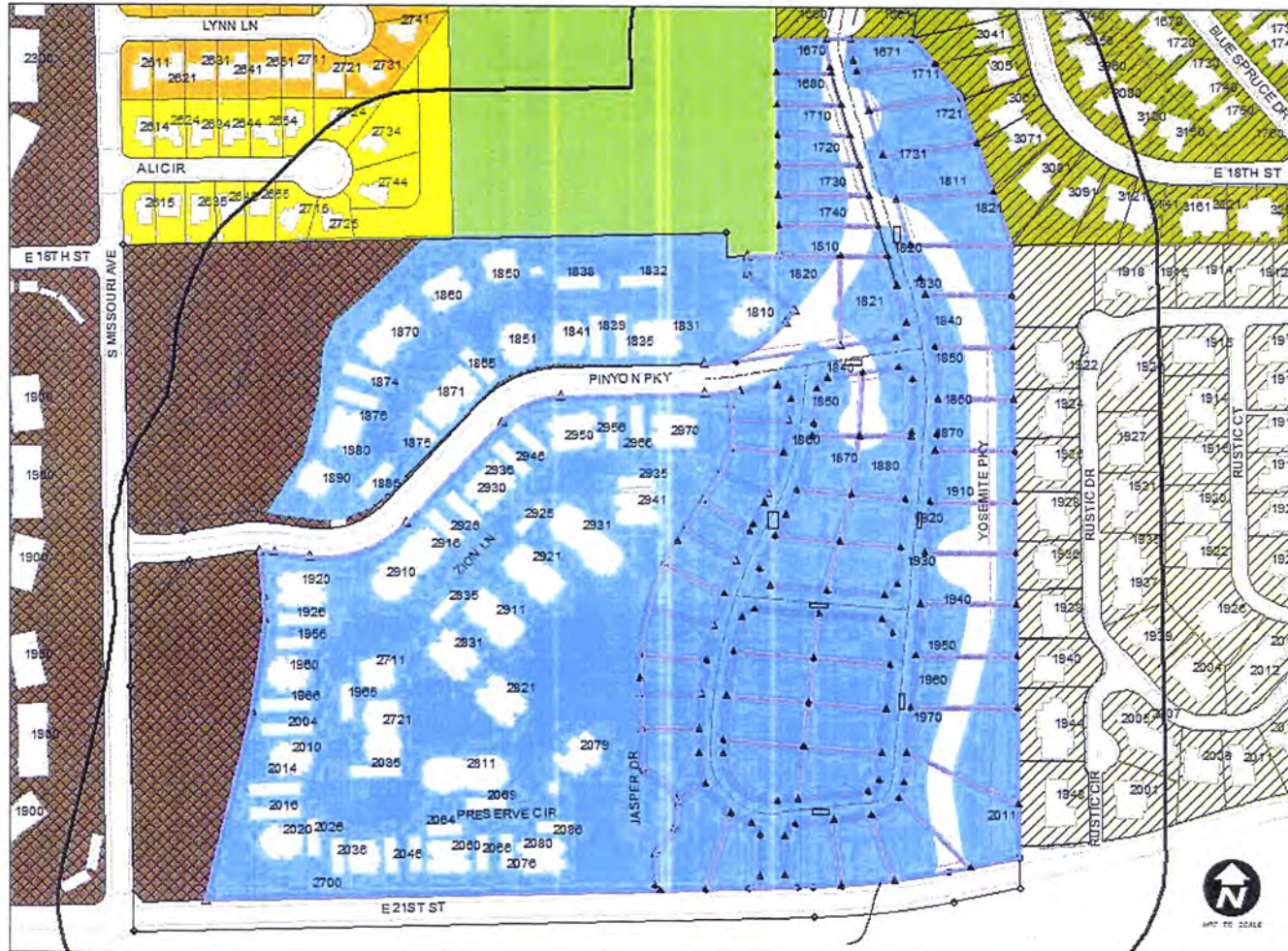
My commission expires _____.

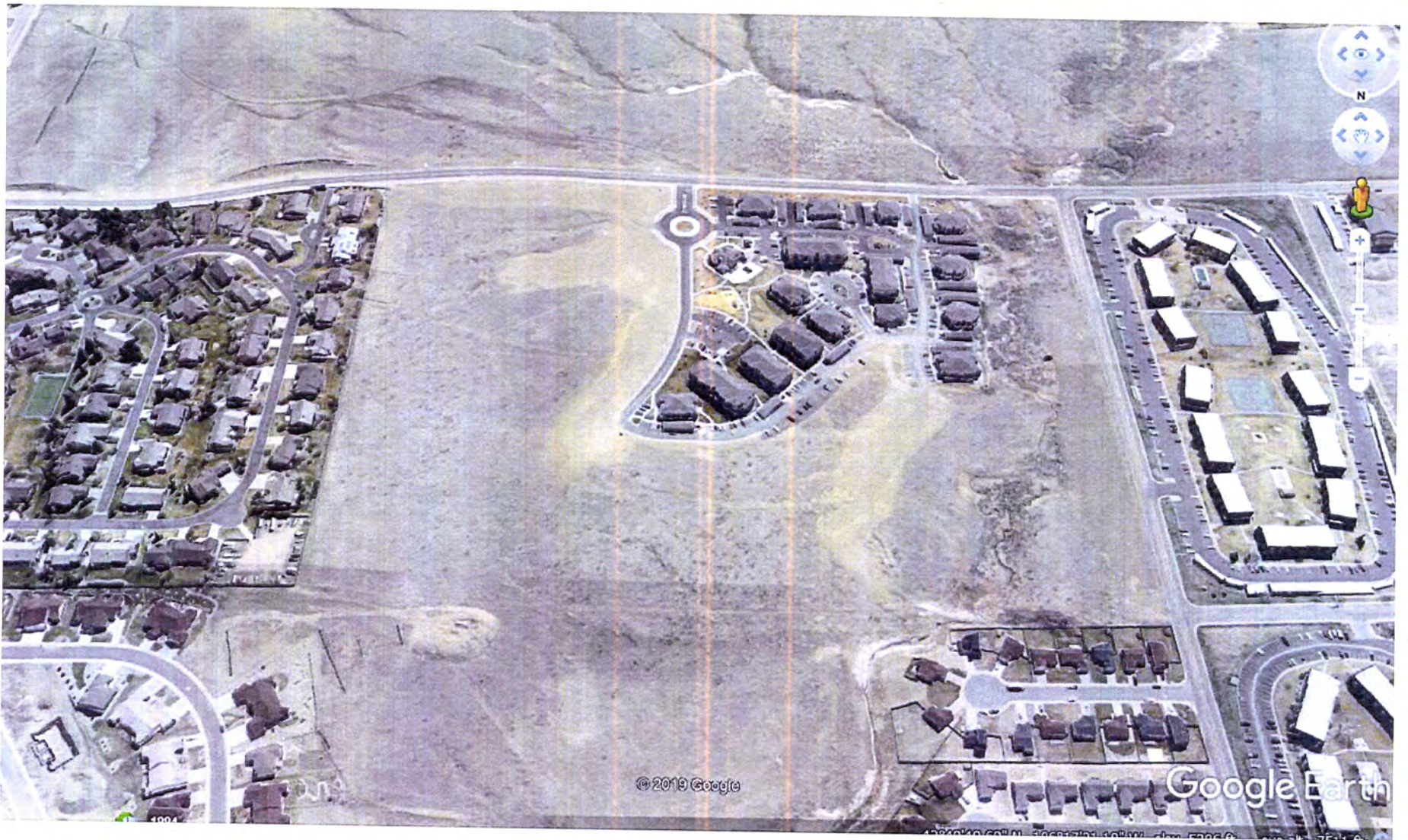
(Signature and Seal)

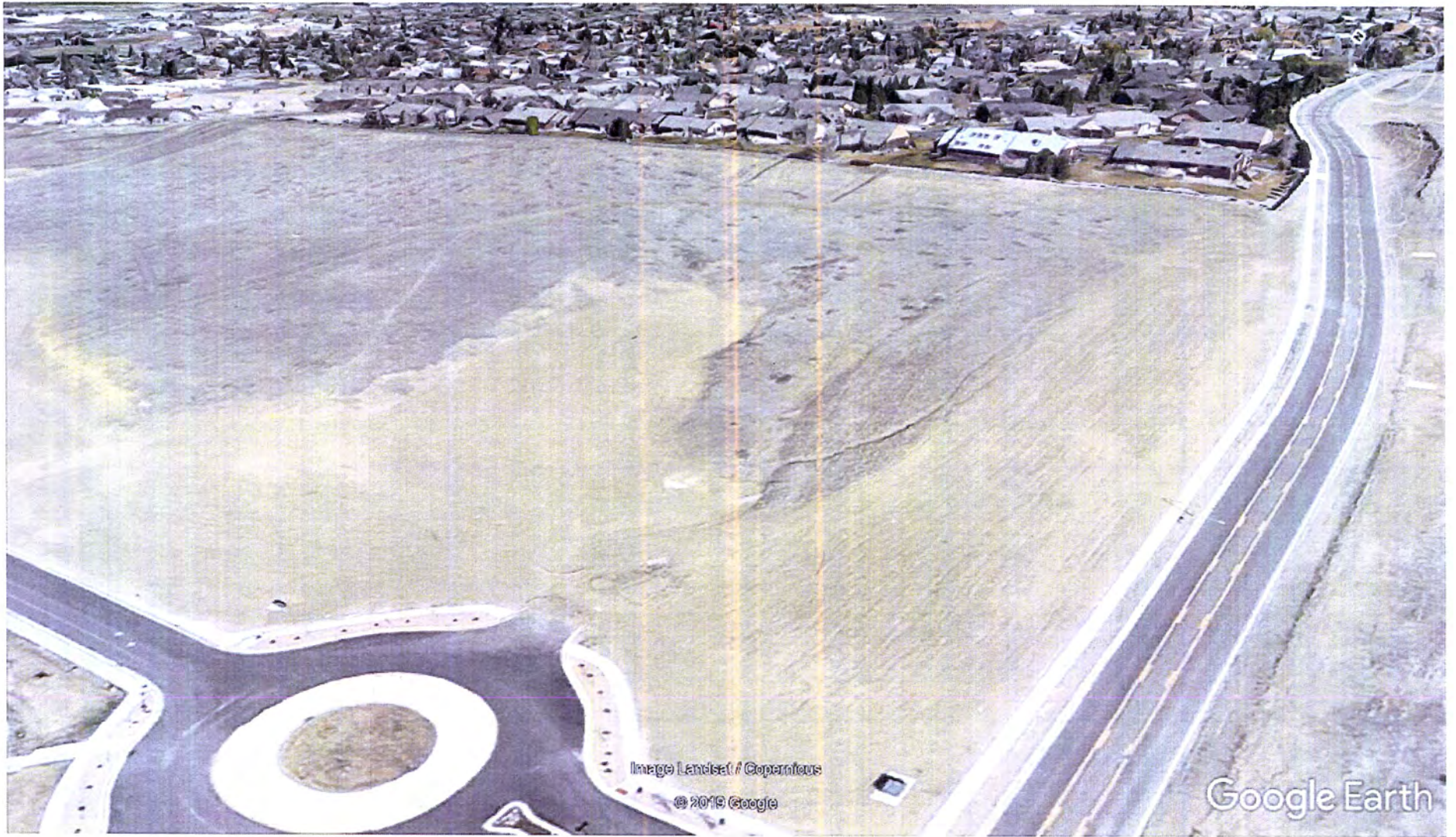
YACON AND PLAT OF
TACS 6, 11 AND LOTS 1 - 32
GREENWAY PARK ADDITION
AS
GREENWAY PARK III ADDITION

THE SECTION TO BE DIVIDED, CONTAINS
AN AREA OF 14 ACRES, MORE OR LESS,
BEING ALL OF THE SEVEN (7) LOTS
OF THE CITY OF EUGENE, OREGON,
AS SHOWN ON THE PLAT OF THE
CITY OF EUGENE, OREGON,
RECORDED IN BOOK _____ OF
PLATS, PAGE _____.

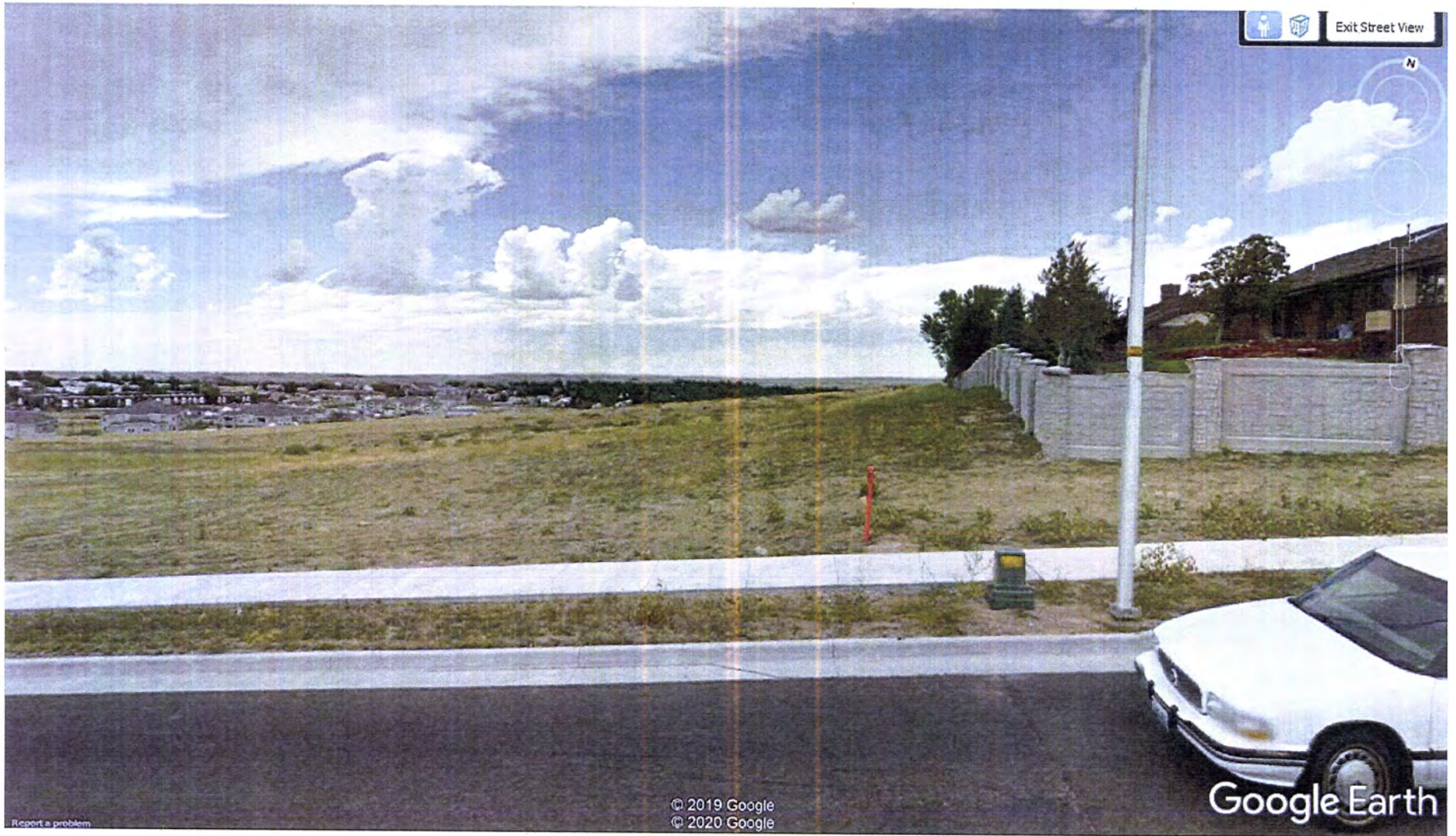
Greenway Park III Addition Overlay

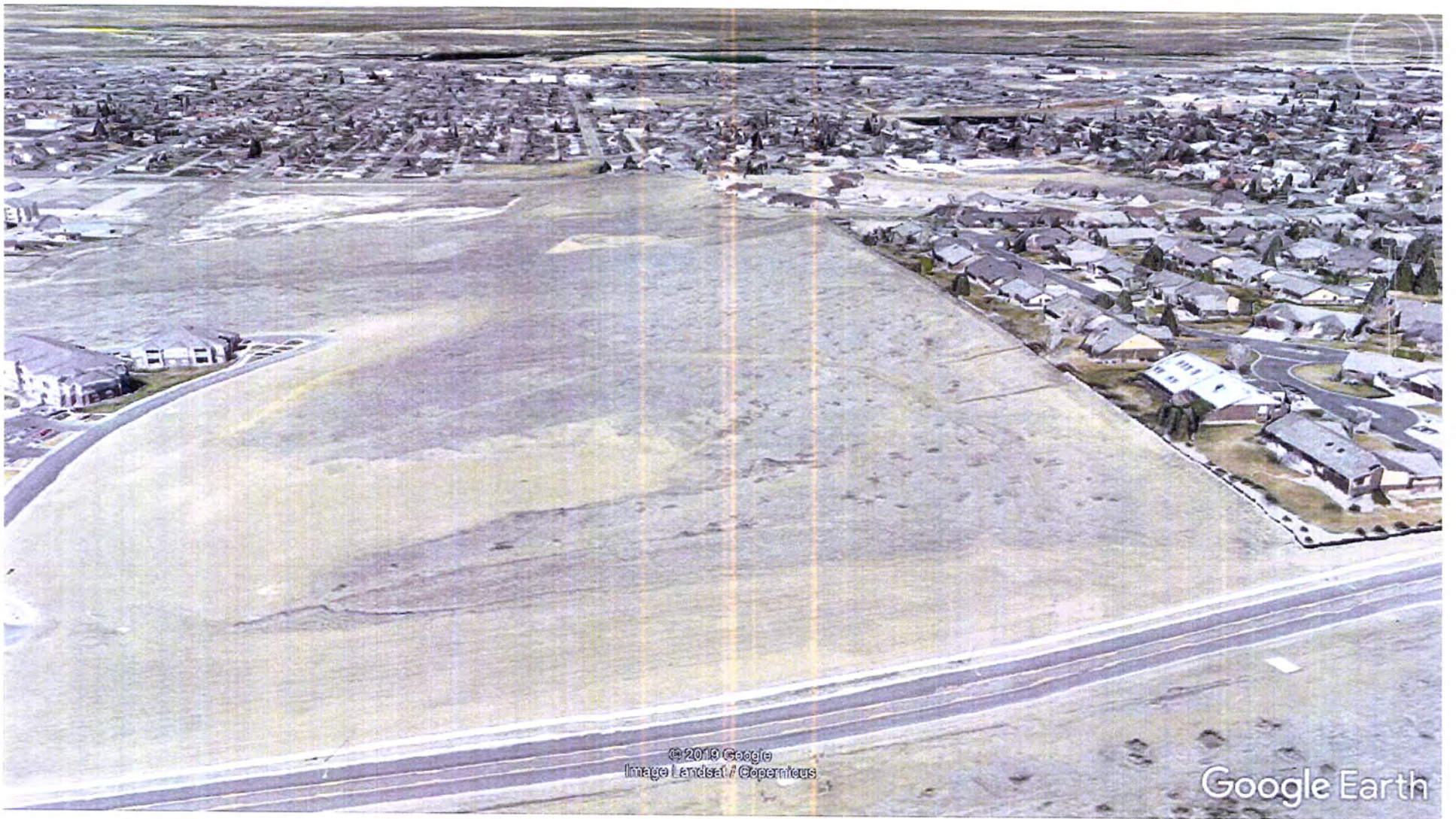








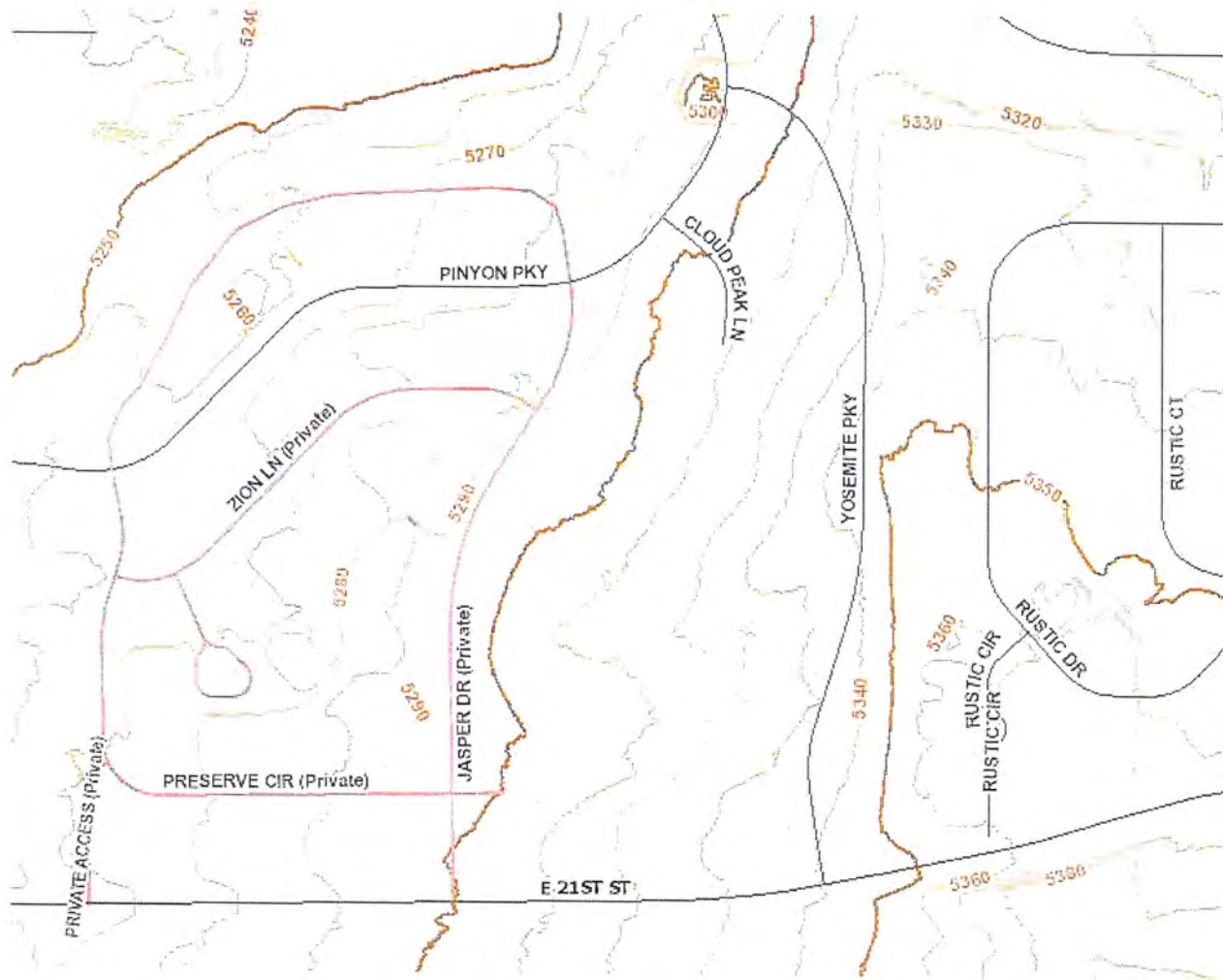




© 2018 Google
Image Landsat / Copernicus

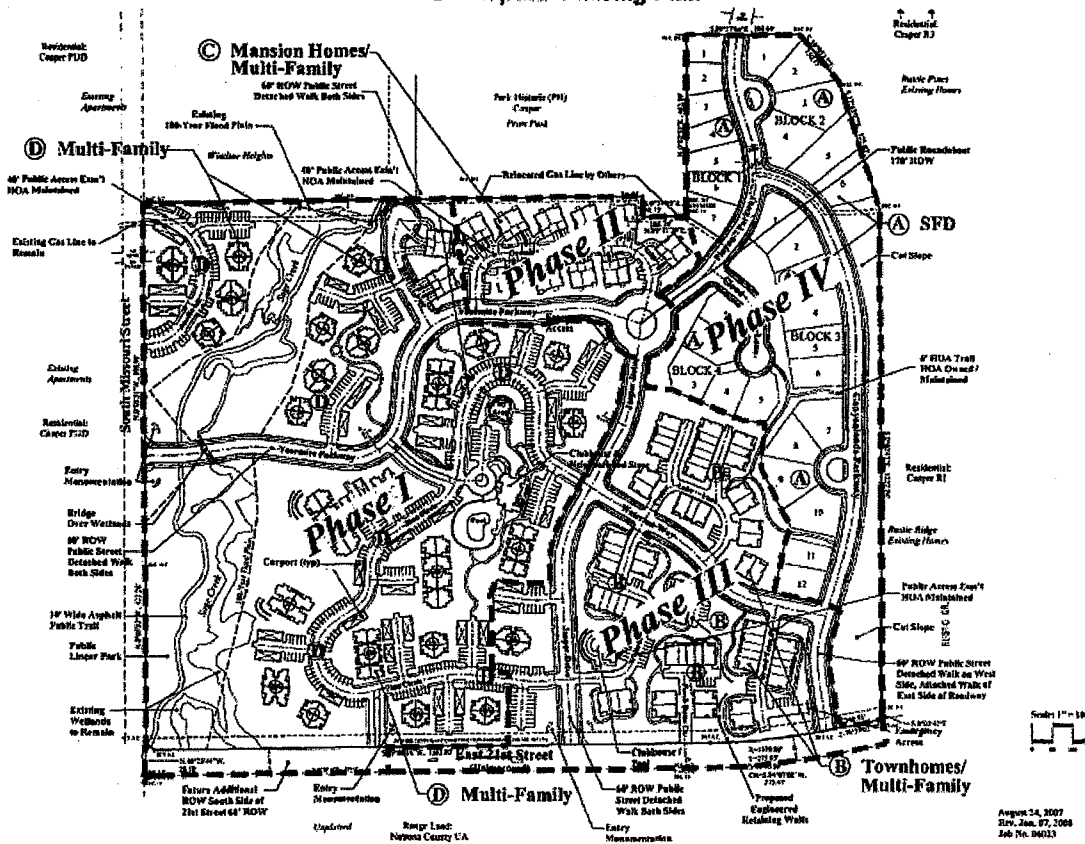
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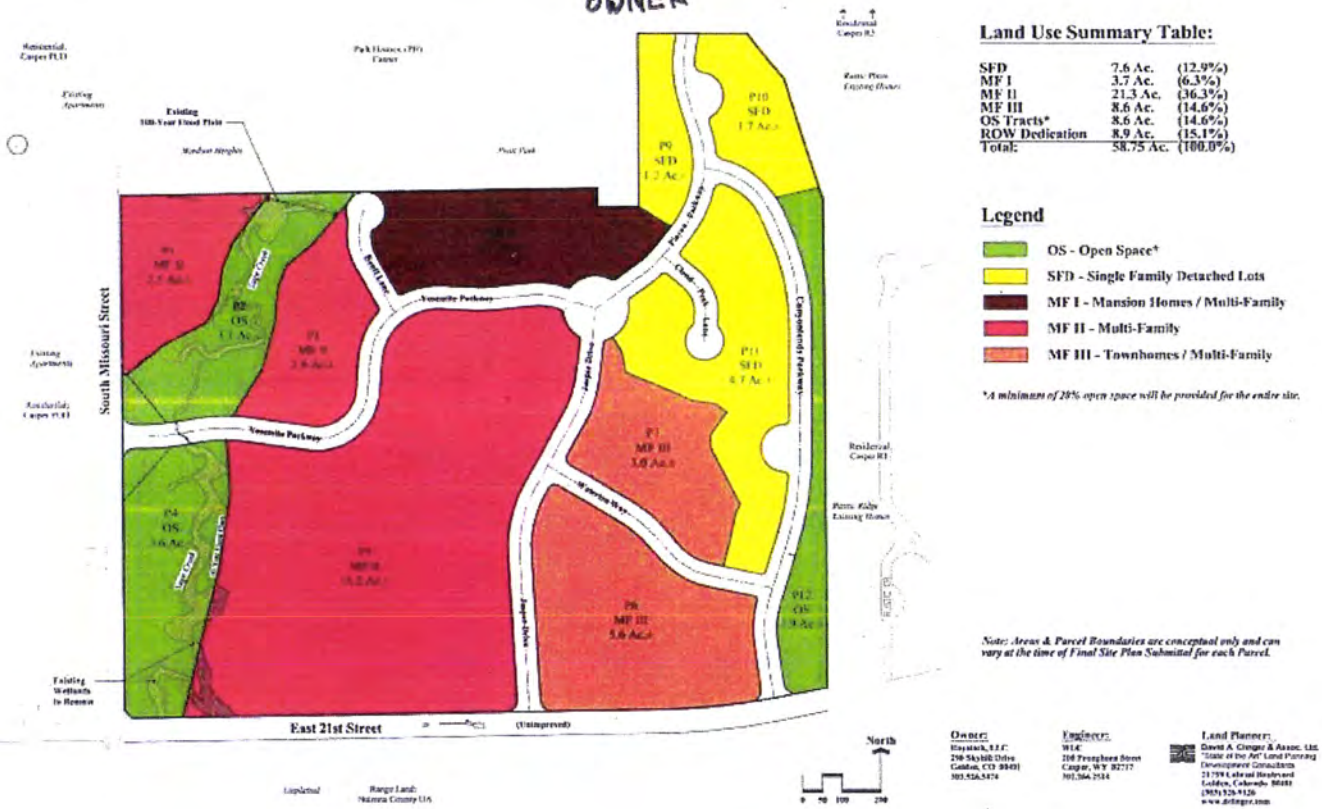


Greenway Park

Planned Unit Development Site Plan Conceptual Phasing Plan



Greenway Park Planned Unit Development Exhibit C OWNER



August 24, 2007
Rev. Jan. 07, 2008
Job No. 06023

Greenway Park
Planned Unit Development Site Plan
Architectural Elevations



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

Ⓢ MANSION HOMES



FRONT ELEVATION



FRONT ELEVATION



SIDE ELEVATION

Ⓢ TOWNHOMES



SIDE ELEVATION

Ⓢ 8-UNIT MULTI-FAMILY (2A)



SIDE ELEVATION

Ⓢ 24-UNIT MULTI-FAMILY (11)

Scale: 1"=10'
 August 24, 2007
 Rev. Jan. 17, 2008
 Job No. 09023

Sheet
 1 of 3
Exhibit C
CITY

Greenway Park
Planned Unit Development Site Plan
Architectural Elevations



FRONT ELEVATION



SIDE ELEVATION
 24-UNIT MULTI-FAMILY (2T)



FRONT ELEVATION



SIDE ELEVATION
 8-UNIT MULTI-FAMILY (2B)



FRONT ELEVATION



SIDE ELEVATION
 8-UNIT MULTI-FAMILY (5A)



FRONT ELEVATION



SIDE ELEVATION
 8-UNIT MULTI-FAMILY (1A)

Scale: 1/8"=1'-0"
 August 24, 2003
 Rev. Jan. 07, 2008
 Job No. 06023

Sheet
 2 of 3

Exhibit C
 CITY

February 14, 2020

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Vacation and Replat, Zone Change and Subdivision Agreement for the Kensington Heights No. 1 Addition

Meeting Type & Date:

Regular Council Meeting, March 3, 2020

Action Type:

Public hearing and first reading on ordinance

Recommendation:

That Council, by ordinance, approve a vacation and replat creating the Kensington Heights No. 1 Addition, a zone change of said Addition to R-2 (One Unit Residential), and the Kensington Heights No. 1 Addition Subdivision Agreement.

Summary:

402, LLC has applied to vacate and replat the Cambridge Addition, to create the Kensington Heights Addition No. 1, comprising 53-acres, more or less. The Cambridge Addition is a sub-area of the Centennial Hills PUD (Planned Unit Development), that was approved by City Council in 2003, which originally encompassed approximately 250-acres. Over time, the Centennial Hills PUD has undergone several revisions, and at present time encompasses approximately 229-acres, in that a portion of the PUD was rezoned and removed from the PUD (Planned Unit Development) in the mid-2000's to create the Meadow View Estates Subdivisions. The proposed rezoning component of this proposal is meant to do similar, and remove this 53-acres from the PUD, in order to facilitate the development of the area as a standard, single-family residential subdivision.

The Centennial Hills PUD introduced several new planning concepts to Casper, such as allowing for the construction of much narrower streets than the City allows in non-PUD areas. The developer, as well as the City, have recognized that, although well intentioned to slow traffic and create a more pedestrian-friendly neighborhood, the narrow streets do not function well because of difficulties in enforcing no-parking zones, as well as difficulties posed by drifting snow. Nonfunctional streets are obviously a public safety hazard. The rezone of the property to R-2 (One Unit Residential) will mandate that the project will be developed in compliance with standard City development requirements, including maximum block lengths, access, and larger street sections.

The Cambridge Addition laid out a total of 125 residential lots, in addition to the creation of several open-space tracts, which are a requirement of PUD zoning. The developer estimates that under R-2 (One Unit Residential) zoning, the total number of lots that will be created, once completed, will be in the range of 150. The applicant is proposing to phase the project, and at this time is platting twenty-five (25) buildable, single-family lots, and several Tracts. Proposed Tract A is a large, 40.1-acre parcel that will be subdivided to create additional developable lots at some point in the future. Access to the first phase of Kensington Heights will be from Country Club Road on the south, and from Drayton Way on the east.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. In this case, the single-family residential nature of the development is not changing, only the zoning classification. The construction of the subdivision, in compliance with standard City design standards with regard to street widths, points of access, and block lengths, will greatly increase the safety and function of the traffic pattern in the area.

The Municipal Code lists the following land uses as being permitted in the proposed R-2 (One Unit Residential) zoning district:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

The Planning and Zoning Commission voted to support the replat and zone change after a public hearing on January 16, 2020. There were some public comments received regarding design features of the area, including fencing, open space, density, and street design changes. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

The Cambridge Addition Subdivision Agreement required that prior to any development occurring within the area, the developer would be required to pay the City \$263,025 recapture for the cost of constructing Country Club Road. The Kensington Heights No., 1 Addition Subdivision Agreement addresses the obligation, and replaces/supersedes the previous Subdivision Agreement.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing plats and zone changes

Attachments:

Location/Zoning Map

Plat

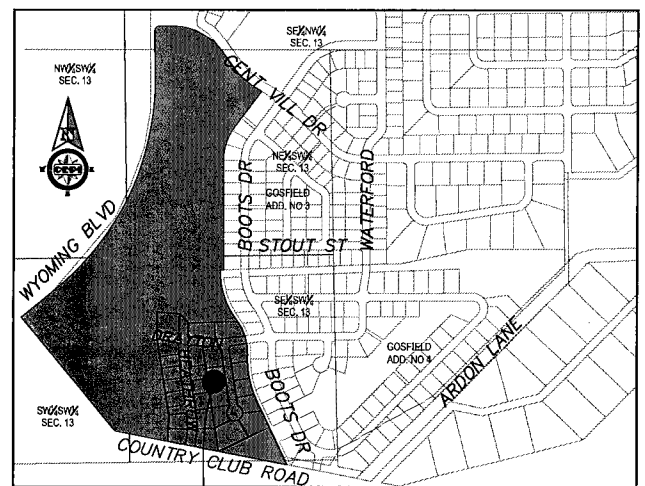
Ordinance

Cambridge Addition Subdivision Agreement (for reference)

Kensington Heights Addition No. 1 - (Current Configuration Shown)



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	36.01'	82°31'38"	N40°20'17"W	32.98
C2	975.00'	153.61'	9°01'37"	N86°06'55"W	153.45
C3	975.00'	137.60'	8°05'09"	S85°19'43"W	137.48
C4	370.00'	103.36'	16°00'23"	S26°00'10"E	103.03
C5	1945.00'	65.23'	1°55'17"	N1°53'11"E	65.22
C6	630.00'	36.39'	3°18'33"	S0°26'20"W	36.38
C7	2005.00'	51.85'	1°28'54"	N2°12'00"W	51.85
C8	2005.00'	76.26'	2°10'45"	N4°01'49"W	76.25
C9	25.00'	39.27'	90°00'00"	N36°17'08"E	35.36
C10	2005.00'	89.02'	2°32'38"	N2°40'43"E	89.01
C11	370.00'	79.50'	12°18'36"	S4°03'41"E	79.34
C12	630.00'	110.24'	10°01'34"	S6°13'44"E	110.10
C13	630.00'	111.11'	10°06'19"	S16°17'40"E	110.97
C14	630.00'	42.02'	3°49'17"	S23°15'29"E	42.01
C15	50.00'	49.55'	56°47'03"	N28°30'43"W	47.55
C16	25.00'	21.03'	48°11'23"	N32°48'33"W	20.41
C18	25.00'	42.98'	98°30'12"	N50°39'30"E	37.88
C19	25.00'	39.54'	90°36'49"	N35°52'09"E	35.54
C20	25.00'	34.31'	78°37'51"	N40°46'28"W	31.68
C21	50.00'	52.36'	60°00'00"	N89°52'48"E	50.00
C22	50.00'	86.91'	99°35'43"	S10°19'20"E	76.38
C23	2005.00'	79.08'	2°15'35"	N6°15'00"W	79.07
C24	370.00'	50.26'	7°46'59"	N14°06'29"W	50.22
C25	25.00'	21.03'	48°11'23"	S15°22'50"W	20.41
C26	50.00'	52.36'	60°00'00"	S29°52'48"W	50.00
C27	418.69'	287.92'	39°24'01"	N59°16'09"W	282.28
C28	2005.00'	72.00'	2°03'28"	N8°24'31"W	72.00
C29	1025.00'	94.64'	5°17'25"	S88°45'13"E	94.61
C30	25.00'	36.08'	82°41'04"	S50°03'24"E	33.03
C31	25.00'	40.02'	91°42'34"	S52°58'09"E	35.88
C32	1945.00'	115.28'	3°23'45"	N3°47'25"W	115.26
C33	25.00'	43.47'	99°37'45"	N47°43'20"E	38.20
C34	1025.00'	65.21'	3°38'42"	S84°17'09"E	65.20
C35	1945.00'	90.06'	2°39'10"	N6°48'53"W	90.05
C36	1945.00'	44.00'	1°17'46"	N8°47'22"W	44.00
C37	530.00'	108.92'	11°46'30"	N3°33'00"W	108.73
C38	25.00'	39.27'	90°00'00"	N33°58'10"W	35.36
C39	530.00'	80.41'	8°41'36"	N6°41'03"E	80.34
C40	470.00'	65.66'	8°00'16"	S7°01'42"W	65.61
C41	25.00'	39.27'	90°00'00"	S56°01'50"W	35.36
C42	470.00'	83.19'	10°08'27"	S2°02'39"E	83.08
C43	370.00'	14.60'	2°15'40"	N35°08'12"W	14.60



KENSINGTON HEIGHTS ADDITION NO. 1
VICINITY MAP
1"=600'

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2020.
ATTEST: _____ SECRETARY _____ CHAIRMAN
APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____ DULY PASSED,
ADOPTED AND APPROVED THIS _____ DAY OF _____, 2020.
ATTEST: _____ CITY CLERK _____ MAYOR
INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY ENGINEER
INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY SURVEYOR

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA } SS
I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
THIS _____ DAY OF _____, 2020.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CENTENNIAL REAL ESTATE, LLC
80 FAIRWAY DRIVE
CASPER, WYOMING 82604

PEG INGRAM — MANAGING MEMBER
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PEG INGRAM, MANAGING MEMBER OF
CENTENNIAL REAL ESTATE, LLC THIS _____ DAY OF _____, 2020
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF NATRONA } SS
THE UNDERSIGNED, CENTENNIAL REAL ESTATE, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND CURRENTLY KNOWN AS THE CAMBRIDGE ADDITION, RECORDED MAY 15, 2015 AS INSTRUMENT NO. 991900, SITUATE IN THE SW¼ AND THE SE¼NW¼ OF SECTION 13, AND THE NE¼NW¼ OF SECTION 24, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 13, MONUMENTED BY A BRASS CAP;
THENCE S58°16'48"W, A DISTANCE OF 512.86 FEET TO THE NORTHEAST CORNER OF THE PARCEL BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE SOUTH LINE OF CENTENNIAL VILLAGE DRIVE, BEING THE POINT OF BEGINNING AND THE MOST NORTHERLY CORNER OF GOSFIELD ADDITION NO. 3, MONUMENTED BY A FOUND BRASS CAP;
THENCE S36°47'43"W, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF GOSFIELD ADDITION NO. 3, A DISTANCE OF 281.58 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, THROUGH A CENTRAL ANGLE OF 37°01'48", AN ARC DISTANCE OF 232.67 FEET, SAID CURVE HAVING A CHORD BEARING OF S18°16'50"W AND A CHORD DISTANCE OF 228.64 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE S00°14'04"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 707.15 FEET TO AN ANGLE POINT, SAID POINT BEING LOCATED ON THE NORTH LINE OF GOSFIELD ADDITION NO. 4, AND ON THE NORTH LINE OF A FIFTY (50') WIDE PACIFIC POWER & LIGHT EASEMENT, AS DESCRIBED IN THE DOCUMENT RECORDED AS INSTRUMENT NO. 529834, MONUMENTED BY A BRASS CAP;
THENCE S87°41'47"W, ALONG THE NORTH LINE OF GOSFIELD ADDITION NO. 4 AND THE NORTH LINE OF SAID PACIFIC POWER & LIGHT EASEMENT, A DISTANCE OF 19.95 FEET TO THE NORTHWEST CORNER OF GOSFIELD VILLAGE ADDITION NO. 4, MONUMENTED BY A BRASS CAP;
THENCE ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF GOSFIELD ADDITION NO. 4, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 36°53'50", AN ARC DISTANCE OF 341.31 FEET, SAID CURVE HAVING A CHORD BEARING OF S17°49'07"E AND A CHORD DISTANCE OF 335.44 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 38°21'39", AN ARC DISTANCE OF 247.72 FEET, SAID CURVE HAVING A CHORD BEARING OF S17°05'12"E AND A CHORD DISTANCE OF 243.12 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, THROUGH A CENTRAL ANGLE OF 27°15'44", AN ARC DISTANCE OF 299.76 FEET, SAID CURVE HAVING A CHORD BEARING OF S11°32'15"E AND A CHORD DISTANCE OF 296.94 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE S25°10'07"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 454.85 FEET TO THE SOUTHEAST CORNER OF THE PARCEL AND THE SOUTHWEST CORNER OF GOSFIELD ADDITION NO. 4, SAID POINT BEING LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD AND MONUMENTED BY A BRASS CAP;
THENCE N78°58'10"W, ALONG THE SOUTH LINE OF THE PARCEL AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1127.16 FEET TO AN ANGLE POINT IN SAID COMMON LINE, MONUMENTED BY A BRASS CAP SET AT THE LOCATION OF A FOUND ALUMINUM CAP;
THENCE N39°34'08"W, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 951.63 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP, SAID POINT BEING LOCATED ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WYOMING BOULEVARD;
THENCE N50°24'17"E, ALONG THE NORTHWEST LINE OF THE PARCEL AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 301.16 FEET TO A POINT OF CURVATURE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1737.02 FEET, THROUGH A CENTRAL ANGLE OF 31°47'25", AN ARC DISTANCE OF 963.78 FEET, SAID CURVE HAVING A CHORD BEARING OF N34°29'30"E AND A CHORD DISTANCE OF 951.46 FEET TO A POINT ON THE CURVE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1737.02 FEET, THROUGH A CENTRAL ANGLE OF 19°38'35", AN ARC DISTANCE OF 595.51 FEET, SAID CURVE HAVING A CHORD BEARING OF N08°45'46"E AND A CHORD DISTANCE OF 592.60 FEET TO THE END OF CURVE, MONUMENTED BY A WYOMING DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MONUMENT;
THENCE N01°02'58"W, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 283.75 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE ALONG THE WEST LINE OF THE PARCEL AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 91°05'59", AN ARC DISTANCE OF 47.70 FEET, SAID CURVE HAVING A CHORD BEARING OF N44°39'20"E AND A CHORD DISTANCE OF 42.83 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE N89°58'25"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH RIGHT-OF-WAY LINE OF CENTENNIAL VILLAGE DRIVE, A DISTANCE OF 93.14 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET, THROUGH A CENTRAL ANGLE OF 36°19'16", AN ARC DISTANCE OF 228.21 FEET, SAID CURVE HAVING A CHORD BEARING OF S71°48'33"E AND A CHORD DISTANCE OF 224.41 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE S59°49'43"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 54.68 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 10°18'50", AN ARC DISTANCE OF 66.60 FEET, SAID CURVE HAVING A CHORD BEARING OF S39°58'31"E AND A CHORD DISTANCE OF 66.51 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;
THENCE S34°52'35"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 139.09 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;
THENCE CONTINUING ALONG SAID COMMON LINE, AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 481.03 FEET, THROUGH A CENTRAL ANGLE OF 24°47'58", AN ARC DISTANCE OF 208.20 FEET, SAID CURVE HAVING A CHORD BEARING OF S47°16'34"E AND A CHORD DISTANCE OF 205.58 FEET TO THE END OF CURVE MONUMENTED BY A BRASS CAP;
THENCE S59°01'18"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 34.24 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 51.795 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.
THE PARCEL OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "KENSINGTON HEIGHTS ADDITION NO.1" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" & "PUBLIC PEDESTRIAN & UTILITY EASEMENT", AS SHOWN ON THIS PLAT. TRACT D, DESIGNATED AS "PUBLIC PEDESTRIAN & UTILITY EASEMENT" IS DEDICATED TO THE USE OF THE PUBLIC FOR PEDESTRIAN ACCESS ONLY. A FIVE FOOT WIDE DRAINAGE EASEMENT IS LOCATED ALONG THE BACK AND SIDE LINE OF EACH LOT FOR GENERAL LOT SURFACE DRAINAGE. TRACT C IS DEDICATED TO THE CITY OF CASPER AS PUBLIC RIGHT-OF-WAY FOR COUNTRY CLUB ROAD. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

VACATION AND REPLAT
OF THE
CAMBRIDGE ADDITION
AS THE

KENSINGTON HEIGHTS ADDITION NO. 1

TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SW¼ AND THE SE¼NW¼ SECTION 13,
AND THE NE¼NW¼ SECTION 24, T.33N., R.79W., 6TH P.M.
NATRONA COUNTY, WYOMING
SHEET 1 OF 2

NOTES

- ERROR OF CLOSURE EXCEEDS 1:1,706,633.
- BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°43'22.8589", AND THE COMBINED FACTOR IS 0.999774294.
- DISTANCES: U.S. SURVEY FOOT
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO USED AS BENCHMARKS.

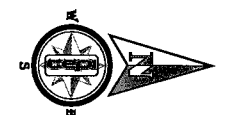
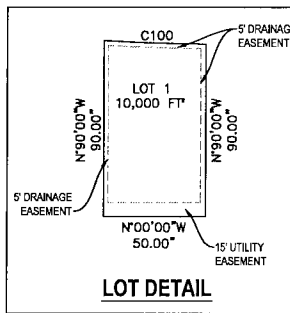
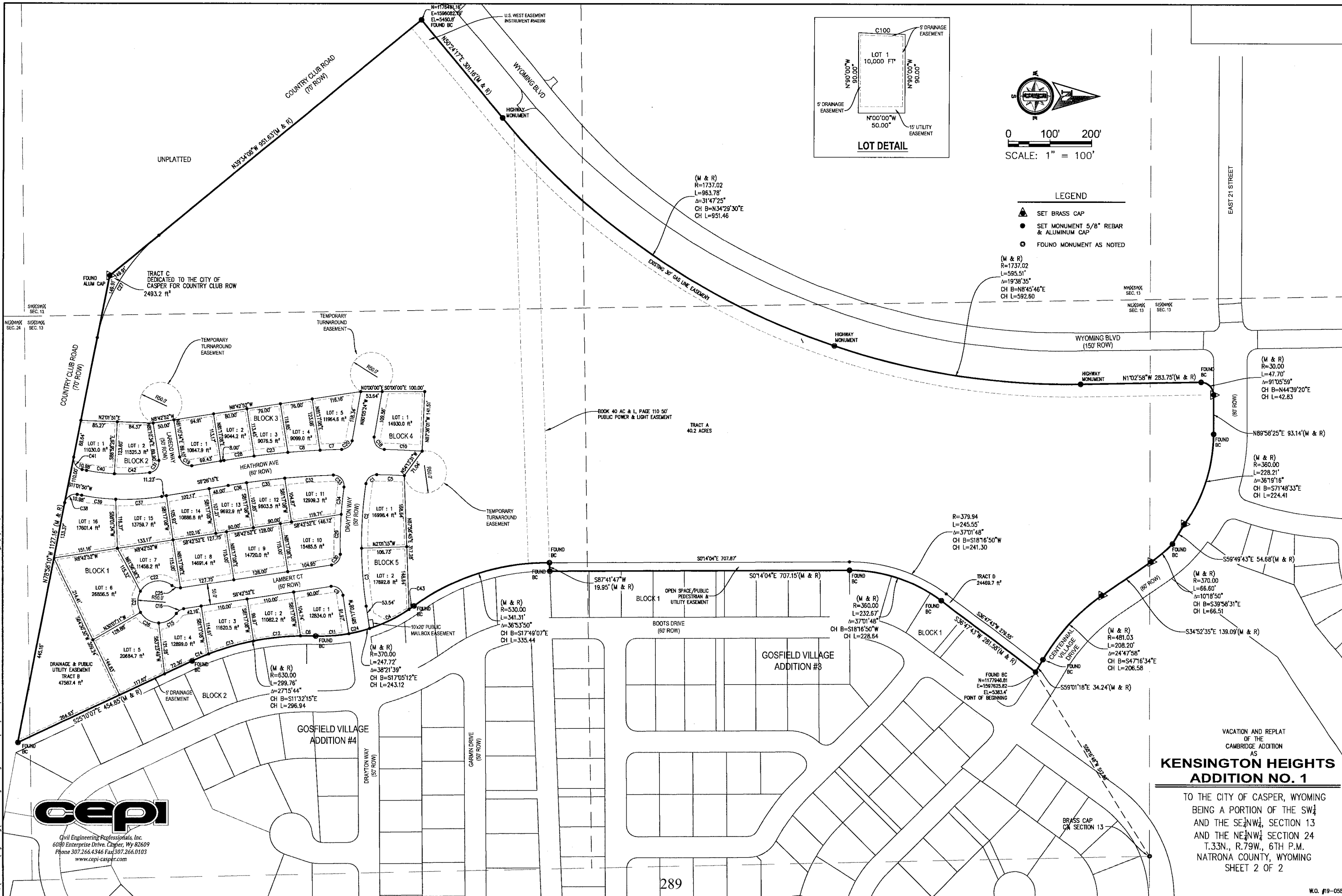
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M:\Land 2019\Engineering\19-058 - Kensington Heights Addition Survey Plans\19-058 - Kensington Heights Addition Survey Plans\19-058.dwg, 1/3/2020, Brian



Civil Engineering Professionals, Inc.
6090 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



0 100' 200'
SCALE: 1" = 100'

LEGEND

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

(M & R)
R=1737.02
L=595.51'
A=19°38'35"
CH B=N8°45'46"E
CH L=592.60

VACATION AND REPLAT
OF THE
CAMBRIDGE ADDITION
AS
**KENSINGTON HEIGHTS
ADDITION NO. 1**

TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SW 1/4
AND THE SE 1/4 NW 1/4, SECTION 13
AND THE NE 1/4 NW 1/4 SECTION 24
T.33N., R.79W., 6TH P.M.
NATRONA COUNTY, WYOMING
SHEET 2 OF 2

**CAMBRIDGE ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 7th day of April, 2015 by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. 402, LLC, 141 South Center Street, #200, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has petitioned for approval of a final plat and accompanying site plan of the Cambridge Addition, a sub-area of the Centennial Hills PUD (Planned Unit Development), comprising 51.80-acres, more or less.
- C. A plat of the Cambridge Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.
- D. A PUD (Planned Unit Development) site plan of the Cambridge Addition has been prepared by the Owner, and approved by the City of Casper, and is attached hereto as Exhibit "A."

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

SECTION 1 – INCORPORATION OF RECITALS

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



SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

Within thirty days of substantial completion of construction and prior to the issuance of the certificate of occupancy, Owner shall submit "as-built" record documents to the City, as required by the Code, initiating the warranty period.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. The Owner shall pay the City appropriate recapture fees for the construction of the East 21st Street extension, per the Recapture Agreement dated October 30, 2002, as amended. Per said agreement, the Owner is obligated to pay a total of Two Thousand Five Hundred Sixty One Dollars and Fifty-Seven Cents (\$2,561.57) with the approval of the Cambridge Addition as the total remaining balance for said 21st Street recapture. Said monies shall be paid to the City prior to recording of the Cambridge Addition plat.
- b. The Owner shall plant trees in all landscaped “parkways” located between the sidewalks and the streets, at a maximum spacing interval of forty (40) foot on center.
- c. Redundant vehicular access (multiple points of access) to the Cambridge Addition shall be provided from Country Club Road and Centennial Village Drive prior to the issuance of any building permits in the Cambridge Addition.
- d. Owner shall pay the City its remaining obligation for the cost of constructing Country Club Road prior to the issuance of a Permit to Construct Public Improvements. The remaining cost to be paid to the City is Two Hundred Sixty Three Thousand Twenty-Five Dollars (\$263,025). Owner has already paid Two Hundred Seventy Six Thousand Seven Hundred Seventy-Five Dollars (\$276,775) with the approval of the Gosfield Village Addition No. 4. The revised Country Club Road reconstruction cost allocation breakdown, attached hereto as Exhibit “B” indicates that Owner’s total financial obligation for the reconstruction of Country Club Road is (\$539,800). Upon payment of (\$263,025), the Owner’s total obligation for the costs associated with the reconstruction of Country Club Road will have been satisfied.

- e. The Centennial Hills Village PUD (Planned Unit Development) Homeowner's Association shall be solely responsible for establishing areas where on-street parking is permitted and/or prohibited, pursuant to the standards set forth in Section IV, Subsections (C) and (D) of the approved Planned Unit Development Guidelines, as amended. Given the narrow street concept implemented by the Centennial Hills Village PUD (Planned Unit Development), primary enforcement of on-street parking within the Centennial Hills Village PUD (Planned Unit Development) shall be the responsibility of the Homeowner's Association and/or Owner.
- f. In that public water service is not yet available to the Cambridge Addition, Owner shall not sell, or offer for sale, any of the lots in said Cambridge Addition until such time as public water service (also referred to commonly as Zone III Water Service) becomes available to the area.
- g. Prior to the development of the area, the Owner shall submit an engineered Water and Sewer capacity study/analysis to the City Engineer for review and approval.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable

attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

402, LLC
141 South Center Street
#200
Casper, Wyoming 82601

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

- j. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. **Copies:** This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. **Authority:** Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. **Term:** At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to

construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Walter Tronzo

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation



V.H. McDonald
V.H. McDonald
Clerk

Charlie Powell
Charlie Powell
Mayor

WITNESS:

OWNER
402, LLC

By: _____

By: Peg Ingvarson

Printed Name: _____

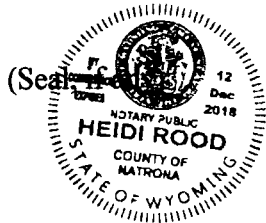
Printed Name: PEG INGVARSON

Title: _____

Title: MANAGING MEMBER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 7th day of April,
2015 by Charlie Powell, as the Mayor of the City of Casper.



Heidi Rood
(Signature of notarial officer)

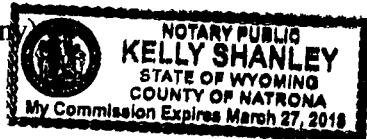
Notary - Records Technician
Title (and Rank)

[My Commission Expires: 12-18-18]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 30th day of JANUARY,
2015 by Peg Ingram as the MANAGING member of 402,
LLC.

(Seal, if any)



Kelly Shanley
(Signature of notarial officer)

Title (and Rank)

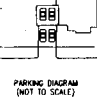
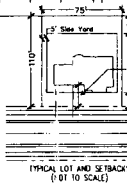
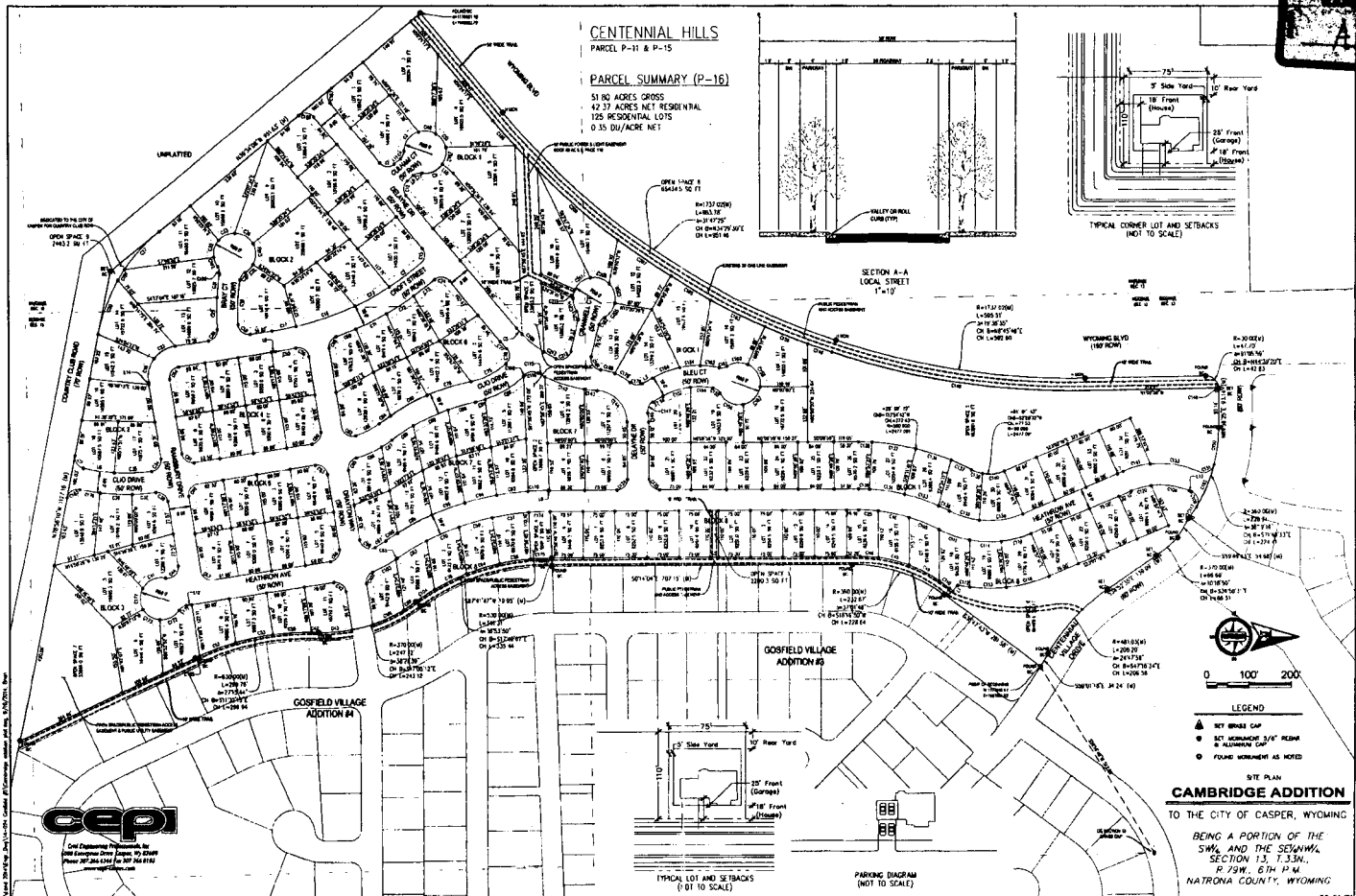
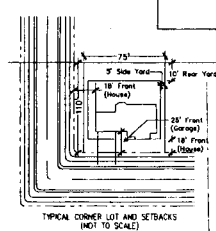
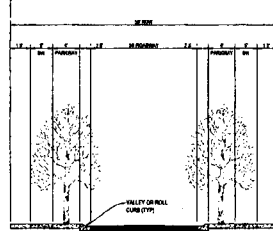
[My Commission Expires: 3/27/18]

CENTENNIAL HILLS

PARCEL P-11 & P-15

PARCEL SUMMARY (P-16)

51.90 ACRES GROSS
42.37 ACRES NET RESIDENTIAL
125 RESIDENTIAL LOTS
0.35 DU/ACRE NET



0 100' 200'

- LEGEND**
- ▲ SET WEDGE CAP
 - SET WEDGE 3/4" HEAD
 - ALLIUM CAP
 - FOUND WORKMAN AS NOTED

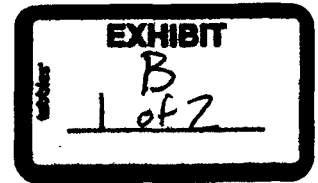
**SITE PLAN
CAMBRIDGE ADDITION**

TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE
S.W. 1/4 AND THE S.E. 1/4
SECTION 13, T.33N.,
R. 79W., 6TH P.M.,
NATRONA COUNTY, WYOMING



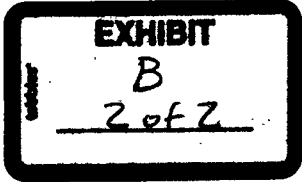
City of Casper
Country Club Road Reconstruction -
Wyoming Boulevard to Ardon Lane, Project 14-23



Knife River

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LS	LS	\$21,886.00	\$21,886.00
2	MISCELLANEOUS FORCE ACCOUNT	FA	\$5,000.00	\$1.00	\$5,000.00
3	TEMPORARY TRAFFIC CONTROL	LS	1	\$50,285.00	\$50,285.00
4	STREET LIGHTING	LS	1	\$34,100.00	\$34,100.00
5	CREATE AND MAINTAIN SWPPP	LS	1	\$6,200.00	\$6,200.00
6	EXISTING SURFACING REMOVAL	SY	6740	\$1.90	\$12,806.00
7	UNCLASSIFIED EXCAVATION	CY	5900	\$13.10	\$77,290.00
8	6" PLANT MIX ASPHALT W/ 6" GRADING "W"	SY	75	\$88.00	\$6,600.00
9	4" PLANT MIX ASPHALT PAVEMENT	SY	11670	\$18.30	\$213,561.00
10	10" GRADING "W" CRUSHED BASE	SY	11670	\$12.20	\$142,374.00
11	CURB AND GUTTER	LF	5840	\$16.20	\$94,608.00
12	5' SIDEWALK	SY	1620	\$36.00	\$58,320.00
13	10' SIDEWALK	SY	3240	\$26.20	\$84,888.00
14	ADA RAMPS	EA	14	\$150.00	\$2,100.00
15	VALLEY GUTTER	SY	500	\$73.40	\$36,700.00
16	STREET SIGNS	EA	22	\$405.00	\$8,910.00
17	INLAY STRIPING	LS	1	\$34,245.00	\$34,245.00
18	FENCING	LF	2800	\$6.70	\$18,760.00
19	RESET GATE	EA	2	\$500.00	\$1,000.00
20	HYDRO SEEDING	SY	8000	\$0.15	\$1,200.00
21	RESET CATTLE GUARD	EA	1	\$2,230.00	\$2,230.00
22	48" RCP STORM	LF	160	\$170.00	\$27,200.00
23	24" RCP CULVERTS	LF	180	\$63.60	\$11,448.00
24	CATCH BASIN	EA	4	\$2,890.00	\$11,560.00
25	STORM MANHOLE	EA	4	\$6,080.00	\$24,320.00
26	48" FLARED END SECTION	EA	2	\$1,250.00	\$2,500.00
27	24" FLARED END SECTION	EA	5	\$506.00	\$2,530.00
28	24" RCP STORM MAIN	LF	120	\$104.00	\$12,480.00
29	18" RCP STORM MAIN	LF	1008	\$86.00	\$86,688.00
30	16" PVC WATER TRANSMISSION MAIN	LF	2650	\$54.00	\$143,100.00
31	8" PVC WATER TRANSMISSION MAIN	LF	90	\$52.00	\$4,680.00
32	16" X 16" X 16" TEE	EA	2	\$2,190.00	\$4,380.00
33	16" X 16" X 8" TEE	EA	1	\$1,730.00	\$1,730.00
34	16" BUTTERFLY VALVE	EA	8	\$3,640.00	\$29,120.00
35	8" GATE VALVE	EA	3	\$1,620.00	\$4,860.00
36	16" CROSS	EA	1	\$3,020.00	\$3,020.00
37	FIRE HYDRANT ASSEMBLY	EA	7	\$7,360.00	\$51,520.00
38	CAP, BLOCK, RESTRAIN DEAD END LINE	EA	6	\$820.00	\$4,920.00
39	CONNECT TO EXISTING MAIN	EA	1	\$1,520.00	\$1,520.00
40	16" FITTINGS	EA	6	\$1,630.00	\$9,780.00

TOTAL	\$1,350,419.00
CONTINGENCY	\$69,581.00
ENGINEERING	\$139,600.30
FUTURE TRAFFIC SIGNAL (1/2 COST)	\$125,000.00
GRAND TOTAL	\$1,684,600.30



**COST ALLOCATION BASED ON PROPERTY FRONTAGE
WITH COUNTY AND CPU CONTRIBUTION**

Wyoming Boulevard to Ardon Lane

Property Owner	Frontage (ft.)	Cost
C E Sweeney, LLC	1,350	\$ 269,900
C W Corner, LLC	1,120	\$ 223,917
402, LLC	2,700	\$ 539,800
Casper Country Club	230	\$ 45,983
Natrona County	---	\$ 300,000
CPU		\$ 305,000
TOTAL		\$ 1,684,600

ORDINANCE NO. 6-20

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

WHEREAS an application has been made to replat the Cambridge Addition to create the Kensington Heights Addition No. 1; and,

WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to R-2 (One Unit Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

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

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

SECTION 1:

That the above-described zone change is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

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

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 20, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Amendment to the Fiscal Year 2020 Budget

Meeting Type & Date:
Regular Council Meeting
March 3, 2020

Action type:
Public Hearing
Resolution

Recommendation:
That Council, by Resolution, authorize an amendment to the Fiscal Year 2020 Budget.

Summary:
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

The budget amendment being proposed would be the second amendment to the originally adopted Fiscal Year 2019-2020 budget. If approved, this amendment would add \$14,459,380 of expenditure authority to the current budget. Of this amount, \$8,399,495 would be offset by various funding sources including grants, transfers, and reimbursements. The remaining \$6,059,885 would need to be covered through the use of unassigned cash from the various funds.

Financial Considerations:

The net impact to the Fiscal Year 2019-2020 annual budget would be \$6,059,885 as summarized below:

General Fund	\$ 317,670
Perpetual Care	\$ 1,705,184
Local Assessment District	\$ 1,677,306
Metro Animal Shelter	\$ (21,910)
Revolving Land Fund	\$ 1,086,137
Police Grants	\$ -0-
Transit Fund (CATC)	\$ -0-
PSCC Fund	\$ 202,500
Capital Fund	\$ 943,451
Water Fund	\$ (114,356)

Sewer Fund	\$ 114,356
Refuse Fund	\$ 13,826
Balefill Fund	\$ 10,721
CDBG Fund	\$ -0-
Health Insurance Fund	\$ -0-
Golf Fund	\$ 125,000

Oversight/Project Responsibility:

Tom Pitlick, Financial Services Director

Attachments:

Budget Amendment Detail

Budget Amendment Resolution

FY '20 BUDGET AMENDMENT #2 DETAIL				
	FUNDING	OFFSETTING		
	REQUESTED	REVENUES	DESCRIPTION	FUNDING SOURCE
GENERAL FUND (101)				
General Government				
City Council - Special Projects	\$ 2,000		People with Disabilities seed money	GF Unassigned Cash
City Council - Salaries & Wages	\$ 2,400		Increase in Mayor's salary x 6 mos	Unassigned Cash
City Council - Community Service	\$ 10,000		CNFR event subsidy	Unassigned Cash
City Manager - Community Service	\$ 5,833		"Sustainable Strategies Consulting" FY '19 carry forward	Unassigned Cash - carry over
Municipal Court - Salaries & Benefits	\$ 9,237		Approved increase in municipal court judge salary	Unassigned Cash
Commity Development - Salaries & Wages	\$ 4,325		Calculation error	Unassigned Cash
Total General Government	\$ 33,795	\$ -		
Public Safety				
Police - Insurance and Bonds	\$ 21,909		To move expense from MAS to PD	Transfer from MAS budget
Police - Overtime	\$ 3,000		"Parade of Champions" anticipated overtime	Unassigned Cash
Police MAC - Outside Services	\$ 45,578		Dispatch service expense missed in FY '20 budget process	Unassigned Cash
Police - SRO Training	\$ 12,300		Training funds for SRO's	Unassigned Cash
Police - SRO Light Equip.	\$ 177,488		Purchase of two equipped SUV's	Unassigned Cash
Total Public Safety	\$ 260,275	\$ -		
Public Works				
Streets - Overtime	\$ 1,600		"Parade of Champions" anticipated overtime	Unassigned Cash
Traffic Control	\$ 40,000		Luminaire maintenance contract	Unassigned Cash
	\$ 41,600			
Culture and Recreation				
Park Maintenance - Electricity	\$ 22,000		Line item underbudgeted	Unassigned Cash
Perpetual Care Fund (103)				
Transfers Out	\$ 1,390,184	\$ -	To transfer funds to Capital Fund for ice chiller replacement	Fund Balance
Total Perpetual Care Fund	\$ 1,390,184			
LAD Fund (104)				
Transfers Out	\$ 1,677,306	\$ -	Project SAFE Improvements	Unassigned Cash
Metro Animal Shelter (105)				
Insurance and Bonds	\$ (21,910)		To reallocate to Police budget	Budget transfer
Revolving Land Fund (113)				
Transfer Out	\$ 890,000	\$ -	Project SAFE Improvements	Unassigned Cash
Property	\$ 196,137	\$ -	Land aquisitions (3 lots in N Casper and anticipated purchase)	Unassigned Cash
Total Revolving Land Fund	\$ 1,086,137	\$ -		

FY '20 BUDGET AMENDMENT #2 DETAIL (Page 2)				
	<u>FUNDING</u>	<u>OFFSETTING</u>		
	<u>REQUESTED</u>	<u>REVENUES</u>	<u>DESCRIPTION</u>	<u>FUNDING SOURCE</u>
PD Grants (114)				
Federal DEA revenue		\$ (65,000)	DEA Grant	Grant Award
OT - DEA	\$ 60,000		DEA Grant	Grant Award
Other Materials - DEA	\$ 5,000		DEA Grant	Grant Award
Federal NON-DUI grant revenue		\$ (25,000)	Selective Traffic Enforcement Grant	Grant Award
OT - NON-DUI	\$ 25,000		Selective Traffic Enforcement Grant	Grant Award
Homeland Security grant revenue		\$ (34,039)	Homeland Security Grant (Wyoming Medical Center)	Grant Award
Homeland Security grant Light Equip.	\$ 34,039		Homeland Security Grant (Wyoming Medical Center)	Grant Award
Federal DUI grant revenue		\$ (25,000)	Selective Traffic Enforcement Grant	Grant Award
OT - DUI grant	\$ 25,000		Selective Traffic Enforcement Grant	Grant Award
EUDL Federal Award revenue		\$ (8,336)	EUDL grant	Grant Award
OT-EUDL grant	\$ 5,915		EUDL grant	Grant Award
Lt. Equip - EUDL grant	\$ 2,421		EUDL grant	Grant Award
State Award Alcohol revenue		\$ (13,600)	State Alcohol grant	Grant Award
OT-Alcohol	\$ 13,000		State Alcohol grant	Grant Award
Other Contractual - Alcohol	\$ 600		State Alcohol grant	Grant Award
Federal Award JAG		\$ (16,100)	JAG grant award	Grant Award
Other Material - JAG	\$ 16,100		JAG grant award	Grant Award
State Grant Tobacco revenue		\$ (13,600)	State Tobacco grant award	Grant Award
OT - Tobacco grant	\$ 13,000		State Tobacco grant award	Grant Award
Other Contractual - Tobacco	\$ 600		State Tobacco grant award	Grant Award
Total Police Grants	\$ 200,675	\$ (200,675)		
Transit Fund (115)				
Transfers In	\$ -	\$ (149,346)	Funding advance for bus purchases	Capital Fund Transfer
Light Equipment	\$ 149,346		Purchase bus x2	Capital Fund Transfer
Total Transit Fund	\$ 149,346	\$ (149,346)		
PSCC Fund (117)				
Light Equipment	\$ 150,000	\$ -	Purchase of a Recorder that is failing	PSCC reserves
Light Tech	\$ 65,500		EMD Solutions	PSCC reserves
Technology	\$ (13,000)	\$ -	Not purchasing Smart 911	Expenditure reduction
	\$ 202,500	\$ -		

FY '20 BUDGET AMENDMENT #2 DETAIL (Page 3)				
	<u>FUNDING</u>	<u>OFFSETTING</u>		
	<u>REQUESTED</u>	<u>REVENUES</u>	<u>DESCRIPTION</u>	<u>FUNDING SOURCE</u>
Capital Fund (150)				
Transfer In		\$ (1,390,184)	Ice Chiller	Transfer in from Perpetual Care Fund
Improvements Other Than Buildings	\$ 1,390,184		CIA Ice Chiller Expense	Transfer from Perpetual Care Fund
Improvements - Buildings	\$ 3,017,306		Project SAFE Improvements	Transfers and \$450K 1% #16 allocation
Transfer In		\$ (2,567,306)	Project SAFE Improvements	Transfers from LAD and Rev. Land Fund
New Building - Police	\$ 292,869		PD Station Study FY '19 budget carry forward	Unassigned Cash - carry over
New Building - Police Study Reimbursement		\$ (7,500)	Reimbursable portion of \$12,000 special use tax survey	Natrona Co. and Town of Evansville
Equipment	\$ 230,000		FY '22 1% #16 advance funding for Rec /Aquatic Center HVAC	Unassigned Cash
Improvements Other Than Buildings	\$ 220,326		Morad Park to Walmart Trail Project	TAP grant funding
Federal Grants - Revenue		\$ (220,326)	Morad Park to Walmart Trail Project	TAP Grant
Federal Grants - Revenue		\$ (210,364)	Midwest Reconstruction Elm St. to Walnut Street	TAP grant funding
Improvements Other Than Buildings	\$ 210,364		Midwest Reconstruction Elm St. to Walnut Street	TAP Grant
Federal Grants - Revenue		\$ (1,520,693)	Midwest Reconstruction Elm St. to Walnut Street	WBC grant funding
Improvements Other Than Buildings	\$ 1,520,693		Midwest Reconstruction Elm St. to Walnut Street	WBC Grant
Federal Grants - Revenue		\$ (99,257)	Midwest Reconstruction Elm St. to Walnut Street	County Wide Concensus grant funding
Improvements Other Than Buildings	\$ 99,257		Midwest Reconstruction Elm St. to Walnut Street	County Wide Concensus Grant
Heavy Equipment	\$ (30,000)	\$ -	CATC bus purchase match	Move to Transfers Out
Transfer Out	\$ 149,346		Transfer funding needed for CATC bus purchases	Transferred to Transit Fund
Revenue - Reimbursements		\$ (119,346)	CATC WYDOT grant reimbursement due from CATC	CATC WYDOT grant reimbursement
Improvements Other Than Buildings	\$ 1,497,085		Platte River Restoration	Grant Funded
Grant Revenue		\$ (1,497,085)	Platte River Restoration	WWNRT Grant
Improvements Other Than Buildings	\$ 315,000		To correct BA#1 entry error	Unassigned Cash
Improvements Other Than Buildings	\$ 40,370		FY '16 Casper Mtn Trails Project 1% #14	Unassigned Cash - carry forward
Improvements Other Than Buildings	\$ 179,388		First Street - Shamrock Project	Unassigned Cash - River Projects
Improvements Other Than Buildings	\$ 51,000		Police Range Fencing	Unassigned Cash
Community Service	\$ 22,325		50% contribution toward cost of new generator for Health Dept.	1% #15 Unassigned cash
Total Capital Fund	\$ 9,205,513	\$ (7,632,061)		
		\$ 1,573,452	Unassigned Cash	
Water Fund (201)				
Buildings - New	\$ 80,000		CWRWS roof replacement	Contract with CWRWS
Misc. Rev.	\$ -	\$ (80,000)	CWRWS roof replacement	Contract with CWRWS
Improvements Other Than Buildings	\$ (114,356)	\$ -	To correct contract entry (offset in Sewer Fund)	Expense Reduction
Total Water Fund	\$ (34,356)	\$ (80,000)		
		\$ (114,356)		

FY '20 BUDGET AMENDMENT #2 DETAIL (Page 4)				
	<u>FUNDING</u>	<u>OFFSETTING</u>	<u>DESCRIPTION</u>	<u>FUNDING SOURCE</u>
	<u>REQUESTED</u>	<u>REVENUES</u>		
Sewer Fund (203)				
Improvements other than buildings	\$ 114,356	\$ -	To correct contract entry (offset in Water Fund)	Budget Transfer from Water
Refuse Fund (205)				
Overtime	\$ 13,826		Unanticipated additional overtime	Unassigned Cash
Balefill Fund (206)				
Overtime	\$ 10,721		Unanticipated additional overtime	Unassigned Cash
CDBG Fund (111)				
Federal Grant Expense	\$ 20,608		CDBG Projects	Federal Grant
Federal Grant Revenue		\$ (20,608)	Anticipated Revenue	Federal Grant
Employee Health Insurance (Fund 253)				
Program Expense	\$ 1,805		Wellness Program	Unanticipated Revenue - CIGNA
Program Revenue		\$ (1,805)	Wellnes Program funding	CIGNA payment
Golf Fund (222)				
Improvements other than buildings	\$ 125,000		19th Hole Club House improvements	Unassigned Cash
Total All Funds	\$ 14,499,380	\$ (8,084,495)		

RESOLUTION NO. 20-41

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020 (SECOND AMENDMENT TO THE ORIGINAL ADOPTED BUDGET) Be it Resolved by the Council of the City of Casper, Wyoming Section 1. Following notice published February 19, 2020, and the public hearing held March 3, 2020, the originally adopted Fiscal Year 2020 budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:
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	Total Budget Original Appropriation	Encumbered Contracts	Amendment BA #1	Amendment BA #2	Revised Budget As Amended	Amendment #2 Funding Source(s)
Revenues & Other Financing Sources						
Taxes	101	22,833,535	0		22,833,535	
Licenses & Permits	101	6,238,998	0		6,238,998	
Intergovernmental	101	12,835,866	0		12,835,866	
Fines and Forfeits	101	1,129,118	0		1,129,118	
Charges for Services	101	5,196,957	120,000		5,316,957	
Interest	101	359,542	0		359,542	
Miscellaneous	101	334,651	0		334,651	
Operating Transfers	101	0	0		0	
Total Revenues and Other Sources	101	48,928,667	120,000		49,048,667	
Expenditures & Other Financing Uses						
Public Safety	101	26,105,452	22,996	10,000	26,398,723	\$21,909 transfer from MAS; balance Unassigned Cash
Public Works	101	4,684,179		41,600	4,725,779	Unassigned Cash
Health and Social Services	101	1,139,094	3,121	0	1,142,215	
Culture and Recreation	101	2,909,414		17,000	2,948,414	Unassigned Cash
General Government	101	9,171,412	19,528	120,000	9,344,735	Unassigned Cash
Transfers Out	101	5,269,940		(47,192)	5,222,748	
Total Government Activities Expenditures	101	49,279,491	45,645	99,808	49,782,613	
Business Type / Enterprises						
Weed & Pest	110	588,677		55,000	643,677	
CDBG	111	37,000	18,531		76,139	Grant Revenue
Revolving Land Fund	113	25,294		0	1,111,431	Unassigned Cash
Perpetual Care	103	646,375	50,583	466,738	2,553,880	Unassigned Cash
Police Grants	114	261,888		0	462,563	Grant Revenue
Special Fire Assistance	112	156,100		0	156,100	
CATC	115	2,029,966	7,500	0	2,186,812	Capital Fund Transfer
MPO	116	1,416,913	167,336	549,395	2,133,644	
Local Assessment Districts	104	3,001		0	1,677,306	Unassigned Cash
Capital Projects	150	17,205,313	6,842,008	8,286,992	41,539,826	\$1,573,452 Unassigned Cash; remainder grants and transfers
Opportunities Fund	102	10,962		315,000	325,962	
Water	201	15,444,660	3,828,298	5,615,294	24,853,896	offsetting revenue
Sewer	203	7,582,969	479,491	155,742	8,332,557	Unassigned Cash
WWTP	204	14,245,176	2,447,424	2,001,728	18,694,328	
Refuse Collection	205	7,612,499	1,272,191	804,453	9,702,969	Unassigned Cash
Balefill	206	9,725,790	2,634,350	928,595	13,299,456	Unassigned Cash
Aquatics	221	1,175,066		0	1,175,066	
Golf Course	222	751,049		0	876,049	Unassigned Cash
Ice Arena	223	643,201		0	643,201	
Hogadon	225	926,349		(68,006)	858,343	
Casper Events Center	226	1,109,535		0	1,109,535	
Parking	227	35,418	4,780	25,025	65,223	
PSCC	117	2,685,085		411,956	3,299,541	Unassigned Cash
CWR Water System	202	3,349,604	13,392	0	3,362,996	
Casper Recreation Center	224	1,418,068		20,814	1,438,882	
Redevelop Loan Fund	130	67,000		0	67,000	
Fleet Maintenance	251	2,460,784		0	2,460,784	
Buildings & Structures	252	965,061	14,810	0	979,871	
Employee Health Insurance	253	8,280,958			8,282,763	Unanticipated Revenue
Property and Liability Insurance	254	2,132,806		0	2,132,806	
Metro Animal Shelter	105	753,157	23,360	190,927	945,534	
CWR Water System Agency	300	0		0	0	
Total Gov Activities & Business Expenditures		153,025,215	17,849,699	19,859,460	14,499,380	205,233,754

Noted adjustments to original budget resolution:

CDBG

111

37,000 Fund reference omitted in original budget resolution but included in total

Opportunities Fund

102

2,428 Listed fund expenditure understated in original budget resolution but included in total

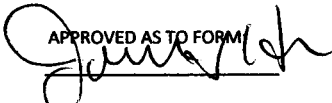
Passed this

3rd
(Day)

day of

March, 2020
(Month/Year)

APPROVED AS TO FORM



ATTEST:


CITY OF CASPER, WYOMING

A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 12, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Tim Cortez, Parks & Recreation Director
Randy Norvelle, Parks Manager
SUBJECT: Lease Agreement- Casper Municipal Golf Course 19th Hole Restaurant.

Meeting Type & Date
Regular Council Meeting
February 18, 2020

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with Johnson Restaurant Group, Inc., for the operation of the 19th Hole Restaurant at the Casper Municipal Golf Course.

Summary:

The City of Casper sent out a request for proposals for operation of the 19th Hole Restaurant. Johnson Restaurant Group, Inc. was the only responder to the proposal.

Johnson Restaurant Group, Inc. operates several restaurants in Casper including Fire Rock, J's Pub, Old Chicago, and Johnny J's Diner. With over 30 years of experience in restaurant and bar management, the company is identified as being able to provide the stability, consistency, and quality golf patrons desire at the Casper Municipal Golf Course.

The lease is for the 2020 season and will begin on the execution of the agreement and end on December 31, 2020, with an option to renew for three (3) additional one (1) year terms.

Financial Consideration:
The golf course will receive three percent (3%) of gross sales and a one percent (1%) will be applied in following years.

Oversight/Project Responsibility:
Randy Norvelle, Parks Manager

Attachments:
Resolution
Lease Agreement

LEASE AGREEMENT
FOR THE
OPERATION OF THE 19TH HOLE RESTAURANT
AT THE
CASPER MUNICIPAL GOLF COURSE

THIS LEASE, entered into this 3rd day of March, 2020, 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 Johnson Restaurant Group, Inc. with offices located at 229 E 2nd St. #200, Casper, Wyoming 82601, 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 THE 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 be from the first date of execution of the Agreement to and including the 31st day of December, 2020. Provided, however, that Lessee shall have the option to renew the Lease for three (3) additional (1) year terms each under the same terms and condition as herein set forth, by giving Lessor ninety (90) days written notice of his intent to exercise each option prior to the end of the lease term or any renewal thereof. Notwithstanding such option, Lessor shall have the right, within thirty (30) days after receiving the notice from the Lessor, to give Lessee written notice that the Lessor 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. Any negotiation of a new lease agreement shall commence one hundred and eighty (180) days prior to the termination of the old Lease Agreement.

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 19th Hole Restaurant from March 1, 2020 through December 31, 2020. This fee will increase to four percent (4%) on January 1, 2021 through December 31, 2022 then again increase to five percent (5%) on January 1, 2022 through December 31, 2023. Gross receipts are defined as total receipts, less sales tax. All fees are due and payable to the Lessor on or before the 5th day of each month of this Lease. Lessee's failure to pay Lessor the above described fee on or before the 10th 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 keep the leased premises in good, clean, and sanitary conditions and shall ensure that all food served is of first quality, wholesome, and pure and merchandise on hand shall be stored, handled, and served with due regard for sanitation. 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. 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.**

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 or the general aggregate limit shall be twice the required occurrence limit. 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 accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
 4. Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- 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 Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Lessor, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), 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 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, 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 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 premises 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 and without the prior written consent of the Lessor.

11. NON-DISCRIMINATION:

- A. The Lessee agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.
- B. There shall be no discrimination or preferential treatment against or toward any individual group by Lessee, and no membership in any organization is necessary to enable the general public to use the leased premises for their intended purpose.
- C. Breach of this subparagraph regarding non-discrimination may be regarded as a material breach of this Lease.

12. 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.

13. 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 Parks and Recreation Director or his designee.

14. 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 financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

15. 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 leased 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 Two Hundred and Fifty Dollars (\$250.00) 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 Two Hundred and Fifty Dollars (\$250.00) 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.

16. 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 Parks and Recreation 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 Parks and Recreation Department Director, or his designated representative.

17. UTILITIES:

Lessor shall provide adequate water, sewer, electrical and natural gas utilities, including internet connections thereof.

18. 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.

19. 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 19. C. shall not apply, the Lessor shall have the right to 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 thirty (30) 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 thirty (30) 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.
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, occurrences of the following:
 - a. Conditions which render the facilities unsafe or unavailable for their intended use whether such conditions result from fire, storm, explosion, 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 19. C. hereof, if the Lessor shall have failed in the performance of any 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 19. 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 thirty (30) 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 not 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 thirty (30) days period; or,
 2. In the event that such default by its nature cannot be cured within such thirty (30) day period, if the party in default promptly commences to correct such default within said thirty (30) days and corrects the same as promptly as is reasonably practicable.
- D. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants, or conditions required to be performed, kept and observed by the Lessee shall not be construed to be or act as a waiver of default or of any subsequent default of any of the terms, covenants, and conditions to be performed, kept and observed by the Lessee. The acceptance of payments by the City of Casper from the Lessee for any period or periods, after a default by the Lessee of any of the terms, covenants, and conditions required to be performed, kept and observed by the Lessee shall not be deemed a waiver or stopping of any right on the part of the City to terminate the contract for failure by the Lessee to so perform, keep or observe any of said terms, covenants, or conditions. In the event that suit shall be instituted by the City upon the default of payment of rent, charge, or fees as provided in the agreement, Lessee agrees to pay City's reasonable attorney's fees.

20. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Lessee shall pay and indemnify the Lessor against all legal costs 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.

21. 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.

22. 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.

23. 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 buildings, premises, properties, or improvements owned by the Lessor.

24. NOTICES:

All notices required to be given to the Lessor shall be in writing and addressed to the Parks and Recreation Director, 200 North David Street, Casper, Wyoming 82601. All notices to be given to Lessee shall be in writing addressed to Johnson Restaurant Group, Inc., 229 E 2nd St. #200, Casper, Wyoming 82601.

25. 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.

26. 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.

27. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

28. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

29. 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.

30. 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

Walter Tremel

ATTEST:

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

LESSEE

By: Tim Cortez

By: JOHNSON Restaurant Group Inc
John D. Johnson

Printed Name: Tim Cortez

Printed Name: JOHN D JOHNSON

Title: Dir. Parks & Rec

Title: President

RESOLUTION NO.20-42

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH JOHNSON RESTAURANT GROUP, Inc. FOR OPERATION OF THE 19TH HOLE RESTAURANT AT THE MUNICIPAL GOLF COURSE.

WHEREAS, the City of Casper desires to enter into a lease agreement for the services of a restaurant operation, in the 19th Hole Restaurant facility, at the Municipal Golf Course; and,

WHEREAS, Johnson Restaurant Group, is able, qualified, and willing to provide restaurant services, in the 19th Hole Restaurant facility, at the Municipal Golf Course.

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 Johnson Restaurant Group, for restaurant service operations in the 19th Hole Restaurant facility, at the Municipal Golf Course.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

February 4, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director 

SUBJECT: Authorizing a License Agreement with Black Hills Energy for Installation of Buried Gas Lines

Meeting Type & Date

Regular Council Meeting
March 3, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a license agreement with Black Hills Energy to install buried gas lines and appurtenances within City-owned property.

Summary

Black Hills Energy requests the City's permission to install underground gas lines and appurtenances within City property. Installation will occur along the Rails-to-Trails corridor east of Hat Six Road. Installation of the line will provide gas service to adjacent businesses. Provisions in the license agreement call for Black Hills Energy to be responsible for all costs associated with construction and maintenance of the facilities and appurtenances, and restoration of the property should the license agreement be revoked.

Financial Considerations

None.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Resolution
License Agreement for Gas Line and Appurtenances

LICENSE AGREEMENT FOR GAS LINE AND APPURTENANCES

THIS LICENSE AGREEMENT ("LICENSE") is made and entered into this 3rd day of March, 2020, by and between the City of Casper, Wyoming, a Wyoming municipal corporation, with offices located at 200 North David, Casper, Wyoming, the "LICENSOR," and Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy, with an office located at 1301 W. 24th Street, Cheyenne, Wyoming 82001 the "LICENSEE."

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the terms and conditions, the Licensor may, at its option, immediately revoke this License.

1. The "Licensor," in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to the Licensee, the right, privilege and license to enter upon the lands of Licensor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild and remove, on, under and over said lands and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including, but not limited to, above ground valve settings or district regulator stations (together, the "Facility"), and the right of ingress and egress to and from the said lines of Licensee over the lands of Licensor so that Licensee may go to and from said lines from the public roads adjacent to Licensor's lands, which said lands of Licensor, situate in the County of Natrona, in the State of Wyoming, further described in Exhibits A and B, attached hereto and incorporated herein by this reference (the "Premises").
2. Licensee is given the right to trim, cut and clear away or otherwise control any trees, limbs, brush and vegetation on or adjacent to the above described Premises whenever, in its judgment, such will interfere with or endanger the construction, safety, operation or maintenance of said lines. In exercising its rights of ingress and egress Licensee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.
3. The work of constructing, altering, maintaining, repairing, replacing or removing the Facility shall be performed and completed in a good and workmanlike manner in accordance with good construction practice and the applicable City of Casper requirements. The work shall be performed at the sole expense of the Licensee. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the construction authorized by this license. Licensee shall maintain the Facility in a safe condition. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of said premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.

4. Licensee shall release and discharge Licensor, its Mayor, City Council, and employees of or agents acting on behalf of the Licensor, Mayor, and/or City Council, from any and all liability for damage to or destruction of the said Facilities. Licensee shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees, and agents of the parties hereto, and members of the public; and for loss of or damage to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair, or removal of said Facility, however such injury, death, loss, damage, or destruction aforesaid may occur or be caused. Licensee further agrees to indemnify, hold harmless and reimburse Licensor for costs incurred, including reasonable attorney's fees incurred in defending any suit brought against Licensor, its Mayor, City Council, and/or employees on account of any such personal injuries, death, or damage to property, and to pay and satisfy any final judgment that may be rendered against the Licensor, its Mayor, City Council, and/or employees in any such suit or action. Licensee further agrees to indemnify, defend and hold Licensor harmless from and against any claim (including, but not limited to, direct damages, indirect damages, and incidental and consequential damages of any kind whatsoever) resulting from the reversion of ownership of the land identified in Exhibit A which divests the Licensor of ownership, fully or partially, and affects the validity of any portion of this License.
5. The Licensor reserves the right to use, occupy, and enjoy said property in such a manner and at such times as it shall desire, and the same as if this instrument had not been executed by it. However, such use shall not interfere with or endanger the construction, safety, operation or maintenance of the Facility. In addition, the granting of any subsequent licenses or easements to third parties that either cross Licensee's gas lines or are situated within five (5) feet of Licensee's gas lines shall require written permission from Licensee, which shall not be unreasonably withheld.
6. If any use by the Licensor shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the City Manager or his/her designee, and neither the City of Casper nor the City Manager, or his designee shall be liable to said Licensee on account thereof, or on account of any damage growing out of any use which the Licensor may make of said property.
7. This License shall be for an initial term of 20 years with automatic one-year renewals thereafter. The Licensor shall have the right to revoke the License upon giving not less than 180 days' notice in writing to said Licensee; and Licensee shall, upon receipt of said notice, and, in the manner directed by the Licensor, remove all of the Facility and each and every part thereof hereby authorized and restore the premises to the same condition as before the granting of this License. If the Facility, or any portion thereof, is not removed within one (1) year after receipt of said written notice provided above, then said Facility or any part thereof not so removed shall be considered to be abandoned and shall become property of the Licensor. Upon the refusal or failure of Licensee to remove said Facility, the Licensor or its designate may remove said Facility and each and every part thereof, and

restore the premises to the same condition as before the granting of this License, and Licensee hereby agrees to promptly pay the Licensor the costs of said removal of the Facility and each and every part thereof.

8. The waiver of any breach of any of the terms or conditions of this License shall be limited to the act, or acts, constituting such breach, and shall never be construed as being a continuing or permanent waiver of any of such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such individual waiver of any breach thereof.
9. This License is granted to Licensee subject to all existing easements, right-of-ways, covenants, restrictions, and reservations.
10. No assignment of this License or any interest therein and no sublicense for any purpose shall be made or granted by Licensee without the prior written consent of Licensor. Any assignment or sublicense in violation of this paragraph is void.
11. Licensor does not warrant or represent that the premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this License.
12. Licensee agrees and acknowledges that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the premises by virtue of this license or its occupancy or use hereunder. However, title to the Facility shall be and remain in the Licensee.
13. Upon termination of the License, the Licensee shall return the property to the same or better condition as it was prior to Licensee's use. Upon failure to return the property to the same or better condition as it was prior to Licensee's use, or to remove the Facility, the Licensor may remove the Facility or restore the property, and the Licensee will be responsible to pay costs of removal and restoration of the property.
14. Licensee shall repair, at its expense, any damage to crops, fences, livestock, personal property, utilities, streets, sidewalks or any other facilities, currently in place which are damaged by Licensee's activities.
15. Licensee shall install, maintain, operate and maintain the Facilities in such a manner as to not disrupt any utility service or street, except to the extent approved ahead of time by the City Engineer. Licensee shall conduct all traffic controls required by any federal, state or local law or regulation or by the City Engineer.
16. Licensee shall comply with all federal, state or local laws and regulations, including all environmental laws. Licensee shall obtain all required permits, permission, licenses, etc. prior to performing any work on any City property.
17. Licensee shall obtain permission from the City Engineer prior to first performing any work on any property owned or controlled by the City. Licensee shall comply with all City requirements and requests of the City Engineer.

18. The City Engineer shall be the City's designee for any work or permission necessary pursuant to this license.
19. The Licensor 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 Licensor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
20. This License contains the entire agreement between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of both parties.
21. This License shall be recorded by the Licensor, at the Licensee's sole cost and expense, in the Natrona County, Wyoming, Clerk's office.
22. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this License shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid); or (c) sent by nationally recognized commercial overnight delivery service at the following addresses:

Black Hills Wyoming Gas, LLC
Attn: Jim Wasson
Land Department
1301 W. 24th Street
Cheyenne, Wyoming 82001

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

Notwithstanding anything contained in this License to the contrary, any notice required to be given by Licensor or Licensee hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

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

LICENSOR:

APPROVED AS TO FORM

Walker Trust

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Steven K. Freel
Mayor

Fleur Tremel
City Clerk

STATE OF WYOMING)
)
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

LICENSEE:

Black Hills Wyoming Gas, LLC

WITNESS

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: Right of Way Agent for Black Hills Wyoming Gas, LLC

Title: _____

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Jim Wasson, as the Right of Way Agent for Black Hills Wyoming Gas, LLC.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]



EXHIBIT "A"
CITY OF CASPER, WYOMING
RAILS TO TRAILS
30' WIDE GAS LINE LICENSE

A thirty foot (30') wide strip of land designated as a Natural Gas Pipeline License located within a portion of the NE¼ & SE¼ of Section 9 and the SW¼ of Section 10, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being 15 feet on each side of the following described center lines:

Commencing at the ¼ corner common to said Sections 9 and 10, monumented by an aluminum cap;

Thence S63°59'31"E, a distance of 2106.18 feet to the Point of Beginning;

Thence S89°00'09"W, a distance of 305.51 feet to an angle point;

Thence N79°50'59"W, a distance of 812.23 feet to an angle point;

Thence N66°22'48"W, a distance of 681.31 feet to an angle point;

Thence N64°57'19"W, a distance of 140.55 feet to an angle point;

Thence N56°33'11"W, a distance of 48.37 feet to an angle point;

Thence N52°50'26"W, a distance of 608.94 feet to an angle point;

Thence N43°53'11"W, a distance of 82.57 feet to an angle point;

Thence N43°53'11"W, a distance of 846.55 feet to an angle point;

Thence N43°37'33"W, a distance of 429.73 feet to an angle point;

Thence N43°46'36"W, a distance of 786.06 feet to an angle point;

Thence N47°35'35"W, a distance of 379.73 feet to an angle point;

Thence N52°33'40"W, a distance of 372.85 feet to an angle point;

Thence N63°30'05"W, a distance of 92.66 feet to the Point of Termination.

The total length of this license, as measured along the above described center line is 338.61 Rods.

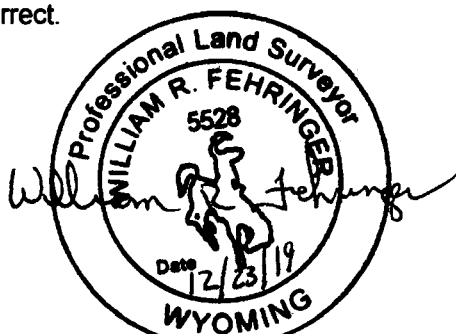
Along with:

A seventy foot (70') wide Temporary Construction Easement, located north of and adjacent to, the above described Natural Gas Pipeline License and as shown on the attached Exhibit B,

The above described Temporary Construction Easement will become null and void one year after the Natural Gas Pipeline has been put into service.

Bearing Basis: Wyoming State Plane Coordinate System – East Zone.

I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in May, June and July, 2019, 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.



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

STATE OF WYOMING
 NW 1/4 SECTION 10

KIMBALL PIONEER
 RANCH CO.

1/4 CORNER
 SECTIONS 9/10
 ALUMINUM CAP

CITY OF CASPER
 RAILS TO TRAILS
 (FORMERLY CHICAGO
 NORTHWESTERN RAILROAD ROW)

N52°50'26"W
 608.94'
 EXISTING
 WATER WELL

MATCH LINE SHEET 2 OF 2
 CITY OF CASPER

N56°33'11"W
 48.37'

S63°59'31"E
 2106.18'

N66°22'48"W
 681.31'

N64°57'19"W
 140.55'

30' WIDE LICENSE
 AGREEMENT

TIMAARON DEVELOPMENT, LLC
 SE 1/4 SECTION 9

70' WIDE TEMPORARY
 CONSTRUCTION EASEMENT

STATE OF WYOMING
 SW 1/4 SECTION 10

POINT OF
 BEGINNING

INTERSTATE 25

STATE OF WYOMING
 SE 1/4 SECTION 10



0 150' 300'
 SCALE: 1" = 300'

LICENSE LENGTH = 5587.06'
 RODS = 338.61



EXHIBIT B
30' WIDE NATURAL GAS
LICENSE AGREEMENT
 CITY OF CASPER, WYOMING

NE 1/4 & SE 1/4 Section 9
 and SW 1/4 Section 10
 T33N., R.78W., 6th P.M.
 Natrona County, Wyoming
 December, 2019

W.O. 17-238
 Sheet 1 of 2

M:\Land 2017\Survey\17-238 BHE - Natrual Bridge Route\Survey Plats\NATURAL BRIDGE EASEMENT EXHIBITS.dwg, 12/23/2019, Bill



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

M:\Land 2017\Survey\17-238 BHE - Natrual Bridge Route\Survey Plats\NATURAL BRIDGE EASEMENT EXHIBITS.dwg, 12/23/2019, Bill

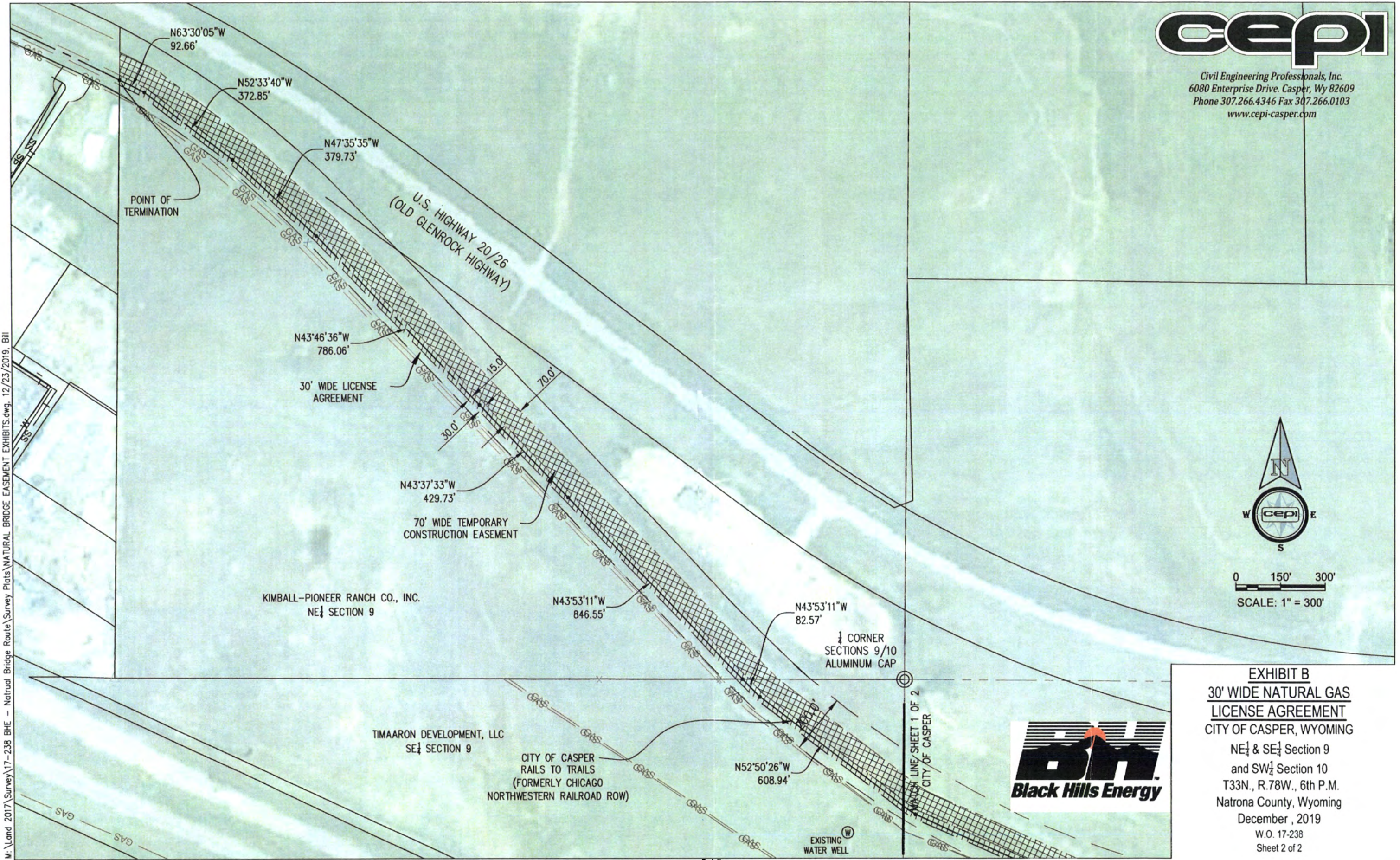


EXHIBIT B
30' WIDE NATURAL GAS
LICENSE AGREEMENT
 CITY OF CASPER, WYOMING
 NE 1/4 & SE 1/4 Section 9
 and SW 1/4 Section 10
 T33N., R.78W., 6th P.M.
 Natrona County, Wyoming
 December, 2019
 W.O. 17-238
 Sheet 2 of 2

RESOLUTION NO.20-43

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT
WITH BLACK HILLS ENERGY TO INSTALL BURIED GAS
LINES WITHIN CITY-OWNED PROPERTY.

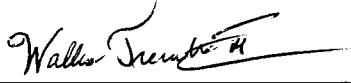
WHEREAS, Black Hills Energy has requested permission from the City to use City property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground gas lines and appurtenances along the Rails-to-Trails corridor east of Hat Six Road; and,

WHEREAS, the City of Casper has determined that the use of said City-owned property will not unreasonably interfere with the use thereof by the City or the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a license agreement with Black Hills Energy for the purpose of using certain City-owned property for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground gas lines and appurtenances, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 13, 2020

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:

March 3, 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:

Casper City Council previously passed a resolution declaring the intent of the City of Casper to create Local Assessment District No. 157 (LAD 157) for the Arrowhead Road and Jade Avenue Reconstruction Project. The creation of a Local Assessment District is governed by state statutes, with specific advertising and notification requirements. Unfortunately, these requirements were not met, so the creation LAD 157 is beginning over.

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 benefited 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 benefited by the improvements and the amount each is benefited.

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. 20-44

A RESOLUTION RESCINDING RESOLUTION NO. 20-16 TO REESTABLISH A PUBLIC HEARING DATE, 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, have determined and do 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, pursuant to this Resolution, 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, CURBALK, AND VALLEY GUTTER IMPROVEMENTS

	<u>STREET</u>	<u>WIDTH</u>	<u>PROPOSED IMPROVEMENT</u>
1.	Arrowhead Road	36.0'	Asphaltic Concrete Pavement
2.	Jade Avenue	36.0'	Asphaltic Concrete Pavement

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 7th day of April, 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 Monday, the 6th day of April, 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 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. 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 _____ day of _____, 2020, pass 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.

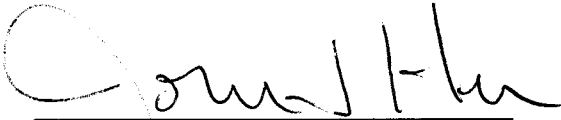
All resolutions, or bylaws, or parts thereof, in conflict herewith are hereby repealed. This repealer shall not be construed to revive any resolution, order, or bylaw or part thereof, heretofore repealed.

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 3rd day of March, 2020.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 6, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 

SUBJECT: Authorizing the execution of an M-54 Utility License with the Wyoming Department of Transportation for the installation of a 4-inch PVC fire line to 1910 Talc Road.

Meeting Type & Date

Regular Council Meeting
March 3, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize approval of an M-54 Utility License with the Wyoming Department of Transportation for installation of a 4-inch PVC fire line to 1910 Talc Road.

Summary

The business owner at 1910 Talc Road is looking to install a fire line to his property. Although the business is located in the county, a water line along the adjacent roadway is owned by the City of Casper and currently provides domestic water to the property.

The water main is located within the Wyoming Department of Transportation right-of-way. In order to access the water main, WYDOT requires execution of an M-54 Utility License. While the City will not own this fire line, WYDOT requires that consummation of the license agreement be with the owner of the utility.

Financial Considerations

No financial considerations.

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Attachments

Resolution
WYDOT Utility License

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

1. **Parties.** The parties to this License are City of Casper hereinafter referred to as Licensee, whose physical address is 200 N David Casper, WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION** whose address is 5300 Bishop Blvd, Cheyenne, WY 82009 - 3340, hereinafter referred to as Agency.
2. **Purpose of License.** The Licensee is planning the construction of the 4" PVC Fire Line - Connecting to City of Casper's 8" PVC Water Main hereinafter referred to as Facility, located in:
Section(s) 34 Township 34N Range 80W County (ies) NATRONA
Company Tracking Number:

GPS Coordinates: SEE LOCATION DETAILS

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).

For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the license packet.

FOR DISTRICT USE ONLY			
Maint. Section:	NA05A	Dist. Ref. Number:	
FOR UTILITY SECTION USE ONLY			
Company Code:	CASPER	Folder:	LC-2020-00023
Offset:	265.29	Encroach Type:	ENCR
		Direction:	
		Facility Type:	WATD

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.
4. **Responsibilities of Licensee.**
 - A. **Condition of Approval.** As a condition of approval for this License, the Licensee agrees to locate the Facility identified by this License at the Licensee's expense, in accordance with Wyoming Statute § 37-12-301 et. seq. Wyoming Underground Facilities Notification Act. The Licensee also agrees to include the nature, location and depth of the Facility on an Engineering Drawing, using three dimensional planes and a datum reference determined by the Agency.
If unanticipated or unusual circumstances are encountered during Facility construction which forces a deviation in excess of two (2) feet from the approved horizontal alignment, the Licensee shall contact the respective district maintenance engineer and seek approval prior to making the deviation. The Licensee shall then file an amended exhibit.
 - B. **Plan/Staking Sheet.** The Licensee shall attach the Engineering Drawing, and a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency's right-of-way, designated Exhibit "A", which is attached to and incorporated into this License by this reference. Upon completion of the proposed work, the Licensee shall submit to the Agency "As-Constructed" plans showing the actual location of the facilities within the Agency's right-of-way. Exhibit "A" and the "As-Constructed" plans shall comply with the *Wyoming Department of Transportation Utility Accommodation Regulation* and the following requirements:
 - (i) **PLAN VIEW REQUIREMENTS**
 - (a) Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
 - (b) Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
 - (c) Existing major utility facilities.
 - (d) Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.

- (e) Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
 - (f) Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
 - (g) Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
 - (h) Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
 - (i) Legal description: Section, Township, and Range with North Arrow.
 - (j) Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
 - (k) All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.
- (ii) **AERIAL HIGHWAY CROSS SECTION**
- (a) Low sag design clearance above the high point of the roadway.
 - (b) Existing or proposed under-built facilities, including those by others.
 - (c) Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.
- (iii) **BURIED HIGHWAY CROSS SECTION**
- (a) Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
 - (b) If casing pipe or conduit is used, indicate by dimension where the casing will end.
 - (c) If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be eleven inches by seventeen inches (11" x 17"). Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- C. **Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the License.
- D. **Changes.** Any future alterations, modifications, or removals (Adjustments) of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. These Adjustments will be accomplished at no expense to the Agency, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required Adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- E. **Limitations.** This License will not be modified, transferred, or assigned without the written consent of the Agency. This License does not allow for installation of additional facilities, nor does this License set aside a strip of land of specific width for the exclusive use by the Licensee.
- F. **Cancellation or Nullification.** The Licensee is required to notify the Agency in writing to cancel or nullify any issued License if the described Facility is not constructed within the prescribed time limits, scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.
- G. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.

- H. Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's Traffic Control for Roadway Work Operations manual, which is incorporated into this License by this reference. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
- I. Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
- 5. Responsibilities of Agency.** This License is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (dedeed) interest rests with the Licensee.
- 6. General Provisions.**
- A. Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the Wyoming Department of Transportation Utility Accommodation Regulation, which is incorporated into this License by this reference. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this License.
- B. Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- C. Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
- D. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this License shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this License as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- E. Assignment Prohibited and License Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this License without the prior written consent of the other party. The Licensee shall not use this License, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- F. Award of Related Licenses.** The Agency may award supplemental or successor Licenses or permits for work related to this License or may award contracts to other contractors for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
- G. Construction Methods.** The License is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
- H. Entirety of License.** This Form M-54 License, consisting of ~~81~~(6) pages; the attached Exhibits and Additional Stipulations, consisting of the pages stamped thereon; the Wyoming Department of Transportation Utility Accommodation Regulations; the Wyoming Department of Transportation's Traffic Control for Roadway Work Operations manual; and the "As Constructed" Plans, represent the entire and integrated License between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this License and the language of any attachment, exhibit, or document incorporated by reference, the language of this License shall control.
- I. Indemnification.**
- [For Private and Utility entities]** The Licensee shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Licensee's failure to perform any of Licensee's duties and obligations hereunder or in connection with the negligent performance of Licensee's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Licensee's negligence or other tortious conduct.
- [For Municipality and Government entities]** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- J. Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*.
- K. Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- L. Proof of Insurance.**

[For Private, Utility, and Governmental entities not covered by WARM or LGLP] The Licensee shall not commence work on this License until the Licensee has obtained all insurance required, provided a copy of all policies to the Agency, and such insurance has been approved by the Agency. Approval of the insurance shall not relieve or decrease the liability of the Licensee. The Licensee's insurance certificates shall be furnished or countersigned by a resident agent authorized to do business in the State of Wyoming.

Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

- (a) \$1,000,000.00 each occurrence;
- (b) \$1,000,000.00 personal injury and advertising injury;
- (c) \$2,000,000.00 general aggregate; and
- (d) \$2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

[For Government entities that are self-insured] A letter/document documenting the limits of liability shall be attached.

[For Municipalities, the University of Wyoming, and other state or federal entities]

Licensee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.

M. Sovereign Immunity.

[For Private and Utility entities] Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this License and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

[For Municipality and Government entities] Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this License and the Licensee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- N. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this License shall not be construed so as to create such status. The rights, duties, and obligations contained in this License shall operate only between the parties to this License and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- O. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this License.
- P. Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

Q. Work in Vicinity of Other Utilities. The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

Applicant

Andrew Beamer, Public Services Director

Printed Name and Title

Signature

Date

307-235-8341

Phone Number

Cell/Mobile Number

abeamer@casperwy.gov

Email

LOCATION DETAILS

Point #	Label	Latitude	Longitude	Main Line	R.M.	Offset	Maint. Sect.
WATD							
1	ENCR	42.87293	-106.41935	ML34B	7.33	337.58	NA05A
2	ENCR	42.87261	-106.41951	ML34B	7.32	223.93	NA05A
WATD							
3	ENCR	42.87263	-106.41949	ML34B	7.32	234.36	NA05A

The following stipulations which have been checked are applicable to the attached license:

District Stipulations

- Required.** All pedestals, vents, etc., are to be installed at the right of way line, or as agreed and/or approved.
- Required.** Subsequent Settlement of trenches, erosion of slopes, leakage of any ditches breached by this installation, or other problems which results in damage to the roadway and/or appurtenances or results in drainage problems on the right of way, are the responsibility of the licensee, and will be promptly and satisfactorily repaired upon notification by the AGENCY.
- Required.** An open trench method of installation is approved.
- Required.** A partial open trench method of installation is approved.
- Required.** Trenches and bore holes are to be back filled and compacted daily. No open trenching or open holes are to be left overnight.
- Required.** If work will be suspended for an extended period (2 days) the open trench must be temporarily filled and compacted to 95 percent density and capped minimum of 6 inches of concrete
- Required.** The backfill is to be compacted to 95 percent density as shown on the enclosed diagram and resurfaced as indicated. Temporary surfacing may be installed as needed but must be brought up to standard upon completion of the work.
- Required.** Trenches dug on the right-of-way will be backfilled and compacted to ninety percent (90%) of the maximum dry weight on any areas outside of roadways and approaches. Ninety five percent (95%) of the maximum dry density will be required on all non paved approaches and other areas within road surface where open cuts are allowed. Necessary arrangements for surfacing materials shall be made in advance of the work so as to avoid delay in returning the surfacing to original condition.
- Required.** Utility Company or their contractor personnel working within AGENCY rights-of-way must have a signed copy (paper or electronic) of the M-54 license permit, for the facility being installed, in their possession. This information must be furnished to any AGENCY personnel when requested. . Failure to meet this requirement will result in work being stopped and personnel and equipment being removed from the right-of-way.
- Required.** No materials or equipment will be stockpiled or parked (within the R/W) (within 30' of the traveled way).
- Required.** No work will be conducted from the roadway surface.
- Required.** Use solar power sequential chevrons in urban areas at night.
- Required.** The Licensee/Contractor is required to provide standard Agency traffic control signing and flagmen at all times work is in progress within/on the right-of-way. Your attention is also directed to the Manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, Federal Highway Administration) with which compliance is required.
- Required.** Manholes to be located at natural ground elevation so as to not present an obstruction in the right-of-way.
- Required.** Reseed in accordance with standard Agency specifications
- Required.** Traffic control devices must follow MUTCD standards. Reflective drums (barrels) must be used for lane taper and closers.
- Required.** The minimum depth of placement will be 72 inches below the lowest point – bottom of ditch, bottom of culverts, or underneath/adjacent to sidewalks.

Mandatory Statewide Stipulations

- Required.** All personnel working within state highway right-of-ways will wear high-visibility safety apparel meeting Performance Class 2 specifications of the current ANSI/ISEA 107 standard.
- Required.** The Agency may request the Licensee to locate this facility for any reason. The details provided by the Licensee shall include the nature, location, and depth of the Facility. The Licensee agrees to locate the Facility at the Licensee's expense within five (5) business days unless required sooner by State or Federal law.
- Required.** Settlement of trenches, leakage of ditches, erosion of slopes or other problems which occur within the highway right-of-way, that are attributed to this utility installation, will be repaired by the licensee at no cost to the Wyoming Department of Transportation for a period to two years after the completion of the work
- Required.** All jogs in the alignment, manholes, hand holes, pull boxes or any other access to the underground utility must be delineated with an appropriate marker in the proper color. The installation route must also be marked at each entry/exit point of WYDOT's right-of-way, at changes of direction within the right-of-way, at 1000' intervals, at points of curvature and points of tangent.

Required. Utility Company or their contractor personnel working within WYDOT rights-of-way must have a signed copy (paper or electronic) of the M-54 license permit, for the facility being installed, in their possession. This information must be furnished to any WYDOT personnel when requested. . Failure to meet this requirement will result in work being stopped and personnel and equipment being removed from the right-of-way.

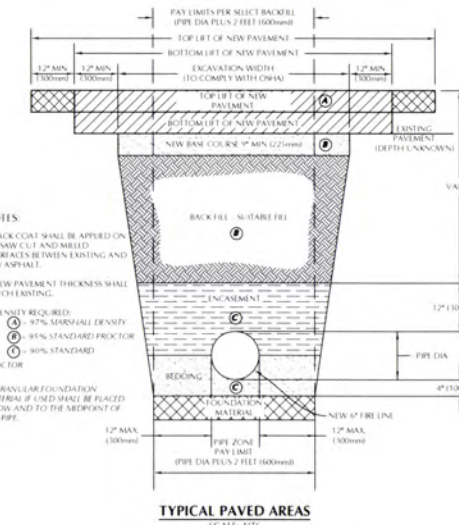
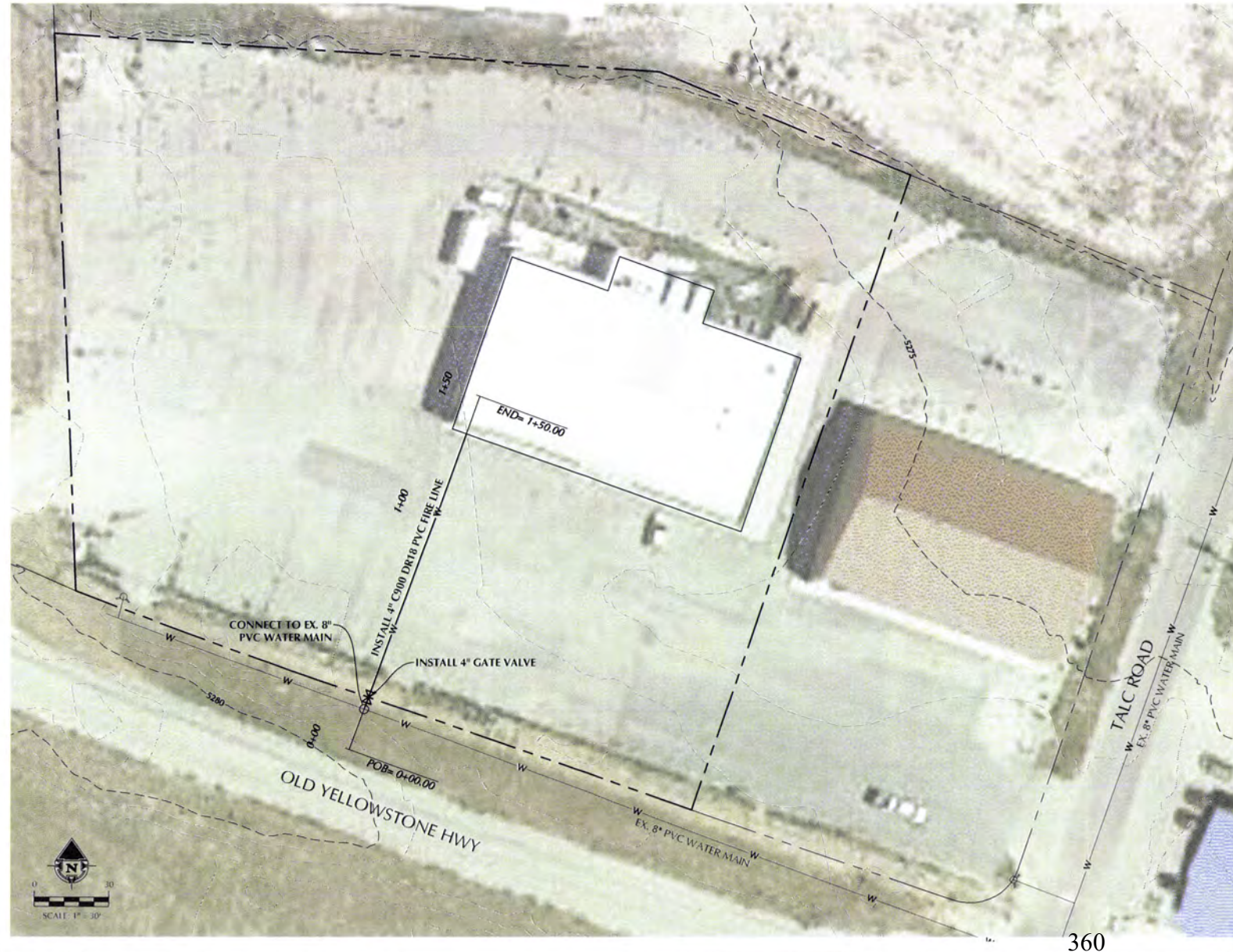
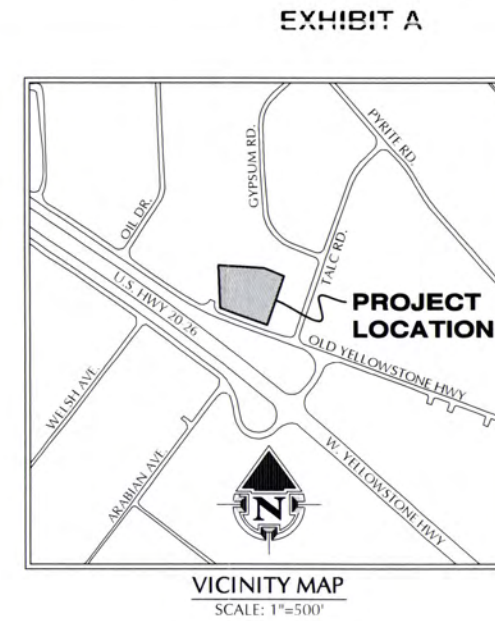
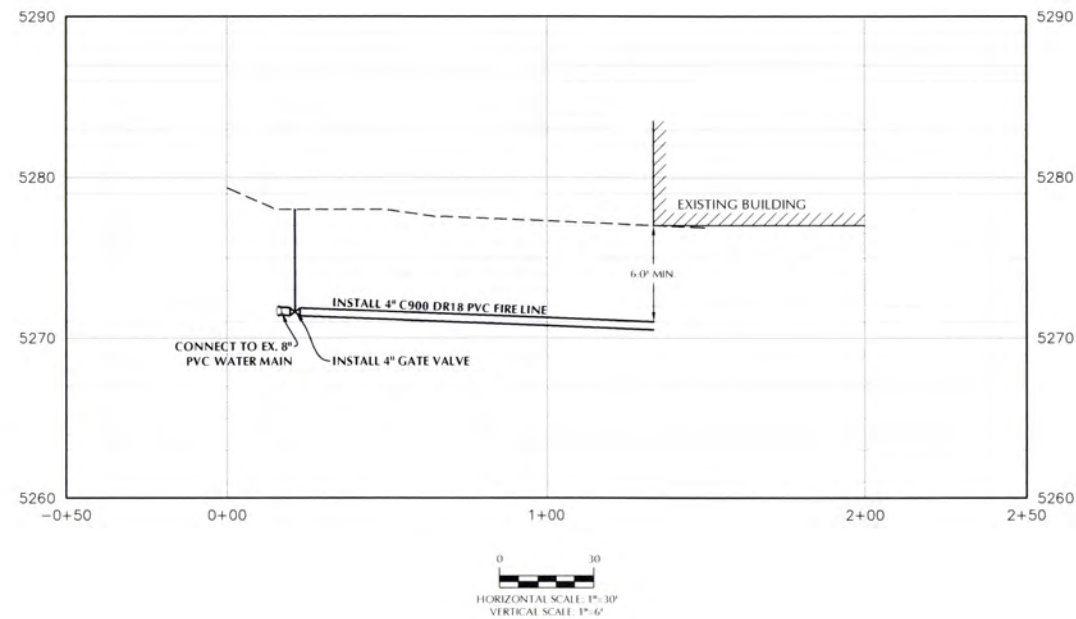
**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

Additional GPS Coordinates

GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321). Supply GPS coordinates for each encroachment into/out of WYDOT's right-of-way or for each change in direction within the rightof-way.

You may disregard this form if your license exhibit contains this information.

#	Label	Latitude	Longitude	Mainline	R.M.	Offset
1	ENCR	42.87293	-106.41935	ML34B	7.33	337.58
2	ENCR	42.87261	-106.41951	ML34B	7.32	223.93
3	ENCR	42.87263	-106.41949	ML34B	7.32	234.36



- NOTES
1. TACK COAT SHALL BE APPLIED ON ALL SAW CUT AND MILED INTERFACES BETWEEN EXISTING AND NEW ASPHALT.
 2. NEW PAVEMENT THICKNESS SHALL MATCH EXISTING.
 3. DENSITY REQ. WED:
 - 97% STANDARD DENSITY
 - 95% STANDARD PROCTOR
 - 90% STANDARD PROCTOR
 4. GRANULAR FOUNDATION MATERIAL IF USED SHALL BE PLACED BELOW AND TO THE SIDES OF THE PIPE.

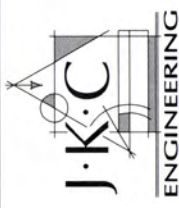
GENERAL NOTES

1. The location of the existing utilities and pipelines has been shown on the Drawings based on "as-built" maps and location maps provided by the owner's of the utilities and pipelines. The exact location of these facilities may not be shown accurately on the drawings. It is the responsibility of the CONTRACTOR to contact the utility and /or pipeline companies in the area of the planned work and secure exact locations for those facilities. The CONTRACTOR shall request the owner of the utility to provide the nature, location and elevation of the utility at each location and at whatever interval is necessary for the work. If the utility company cannot or will not provide the information, the CONTRACTOR shall obtain the information by whatever means necessary. For each location, the utility shall be tied both horizontally and vertically, by coordinates, to a datum determined by the ENGINEER. The CONTRACTOR shall show the nature, location and elevation of the utility on the ENGINEER's contract drawings and provide a copy of the information to the OWNER. No trenching or excavation operations shall take place until all utilities have been contacted and locations and elevations of the utilities confirmed.
2. Overhead utilities should be recognized by the contractor as a hazard. The Contractor shall abide by W.S. 37-3-301 at seq. known as the Wyoming High Voltage Power Lines and Safety Restrictions Act before beginning any work under or near the utility.
3. All work shall conform to the City of Casper Standard Specifications, for Public Works Construction and Infrastructure Improvements
 - a.) Division 300 Section 304 Asphalt Concrete Pavement
 - b.) Division 300 Section 401 Pavement Subbase Coarse
 - c.) Division 300 Section 402 Pavement Base Coarse
 - d.) Division 500 Section 501 Water System
4. All site work shall include work up to 5' from building.
5. The CONTRACTOR performing the site work shall coordinate all work with the building CONTRACTOR.
6. CONTRACTOR is to maintain construction material storage within the construction limits, unless noted otherwise.
7. CONTRACTOR is to be responsible for security of the site at all times.
8. Every effort has been made to ensure that utilities have been represented on these plans. Other utilities may be present. The CONTRACTOR is responsible for appropriate locating of underground obstructions before proceeding with excavation. Contact One-Call #811
9. The CONTRACTOR shall contact and coordinate with the City of Casper Plumbing Inspector (Jim Bowden - 235-8254) for inspection of the Water and Sanitary Sewer Improvements.

REVISION TABLE

NUMBER	DATE	DESCRIPTION

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



6" FIRE LINE FOR
1910 TALC ROAD
NATRONA COUNTY, WYOMING

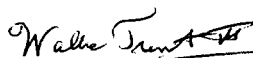
DATE: 12/23/2019
PROJECT #: 19-65
DRAWN BY: SAS
SHEET TITLE:
SITE PLAN
SHEET NUMBER
C1.1

S:\LAND\2019\19-65\DWG\DESIGN\19-65_DESIGN.dwg PRINTED: 12/23/19 BY: SHANNON

APPROVAL AS TO FORM

I have reviewed the attached *M-54 License* from the Wyoming Department of Transportation for a 4" PVC fire line and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 13, 2020.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 20-45

A RESOLUTION AUTHORIZING THE EXECUTION OF AN M-54 UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A 4-INCH PVC FIRE LINE FOR 1910 TALC ROAD.

WHEREAS, the City of Casper desires to install a 4-inch PVC fire line within Wyoming Department of Transportation right-of-way to 1910 Talc Road; and,


WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an M-54 Utility License for the work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute an M-54 Utility License with the Wyoming Department of Transportation for the installation of a 4-inch fire line within Wyoming Department of Transportation right-of-way to 1910 Talc Road.

BE IT FURTHER RESOLVED, that the City Manager, and the Public Services Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 7, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, P.E., Public Services Director 
SUBJECT: Authorizing an Access Easement to the Public adjacent the Dewald Divide Addition.

Meeting Type & Date
Regular Council Meeting
March 3rd, 2020

Action type
Resolution

Recommendation:

That Council, by resolution, authorize an access easement to the public adjacent the Dewald Divide Addition.

Summary:

The City of Casper has a Quonset hut at the north end of the Casper Municipal Golf Course that is used for storage. The Natrona County School District used to own the property immediately north of the golf course where the former Grant Elementary school was located. The school district has since sold the property. The new owner has re-platted the property, now known as the Dewald Divide Addition, and discovered that a portion of the Quonset hut is located on his property.

The new owner has agreed to sell to the City of Casper just over 1,000 square feet of property so that the Quonset hut no longer encroaches onto his property. In exchange for the property, the owner is requesting that an existing access easement be extended an additional 28-feet to the west to allow for better access to his property.

Financial Considerations
N/A

Oversight/Project Responsibility
Andrew Beamer, P.E., Public Services Director

Attachments
Resolution
Access Easement

ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

1. That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the City of Casper, Wyoming, a municipal corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601 (herein referred to as "Grantor"), hereby grants to the public a perpetual access easement for means of ingress and egress over and across the real property located within the County of Natrona, Wyoming and legally described and depicted on EXHIBIT "A", attached hereto and hereinafter referred to as the Easement Property.

2. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

3. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this 3rd day of March, 2020.

APPROVED AS TO FORM:

Walter Trust

ATTEST:

CITY OF CASPER:

By: _____
Fleur Tremel

By: _____
Steven K. Freel
Mayor

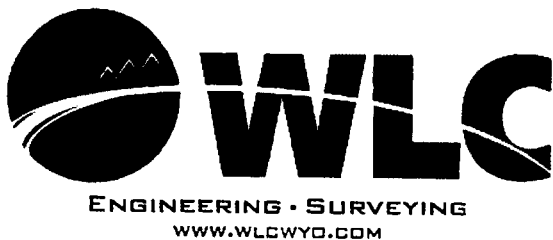
STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel as the Mayor of the City of Casper.

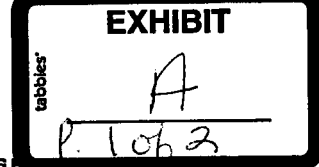
(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]



CASPER
200 PRONG
CASPER, WY 82601
P: 307-266-2524



February 7, 2020

City of Casper
200 N. David St.
Casper, Wyoming 82601

W.O. No.: 14694

Description: (Access Easement – 1,680 Sq. Ft.)

A Parcel located in and being a portion of the NE1/4NE1/4, Section 16, 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 northeasterly corner of the Parcel being described, the northwesterly corner of an existing 60 foot wide lease and access easement as described in Instrument No.s 1043368 and 1043369 recorded in the Office of the County Clerk of Natrona County, Wyoming and also a point in the southerly line of Lot 3, Dewald Divide Addition to the City of Casper, Wyoming and from which point the southerly corner common to Lots 1 and 3 of said Dewald Divide Addition bears N.89°56'20"E., 24.28 feet; thence from said Point of Beginning and along the easterly line of the Parcel being described and the westerly line of said existing 60 foot wide lease and access easement, S0°00'00"E., 60.00 feet to the southeasterly corner of said Parcel and the southwesterly corner of said existing 60 foot wide lease and access easement; thence along the southerly line of said Parcel and the westerly extension of the southerly line of said existing 60 foot wide lease and access easement, S.89°56'20"W., 28.00 feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, N.0°00'00"E., 60.00 feet to the northwesterly corner of said Parcel and a point in and intersection with the southerly line of said Lot 3, Dewald Divide Addition; thence along the northerly line of said Parcel and the southerly line of said Lot 3, Dewald Divide Addition, N.89°56'20"E., 28.00 feet to the Point of Beginning and containing 1,680 square feet, more or less, as set forth by the plat attached and made a part hereof.

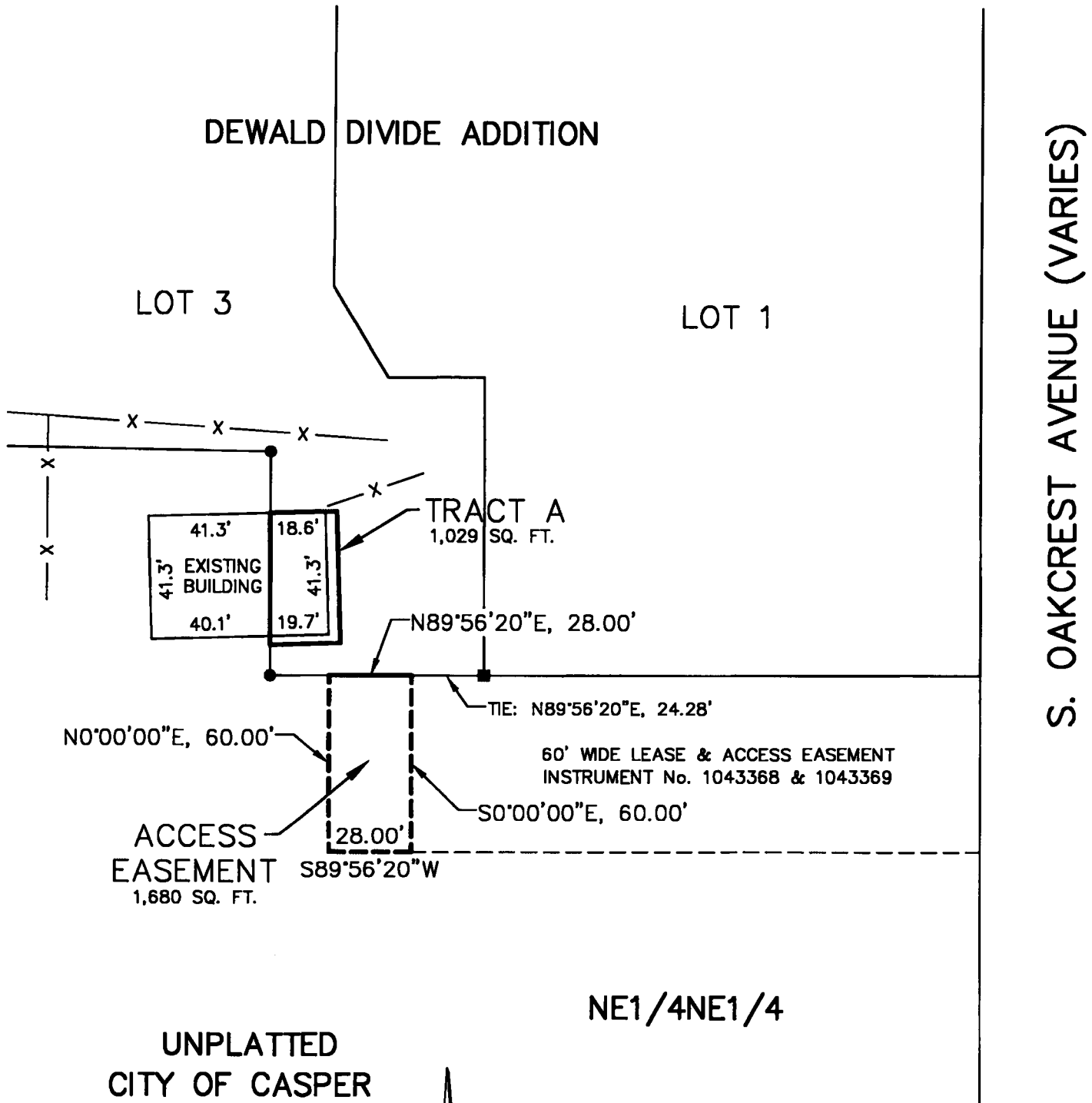
WLC ENGINEERING & SURVEYING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

EXHIBIT
 A
 P. 2062

Client CITY OF CASPER Address 200 N. DAVID ST.
 City CASPER State WYOMING Zip 82601

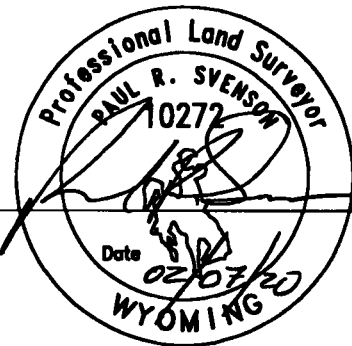
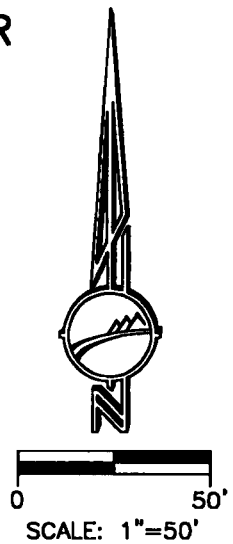
PROPERTY LOCATION PLAT

PT. NE1/4NE1/4 Section 16, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



S. OAKCREST AVENUE (VARIES)

**UNPLATTED
 CITY OF CASPER
 MUNICIPAL
 GOLF COURSE**



Date: 2-7-20
 W.O. No. 14694
 Drawn By: KRM
 Acad File: CITY OF CASPER ACCESS ESMT - 14694
 N:\CLIENT\CITY OF CASPER\14694-CITY OF CASPER-SURVEYOR\SURVEY\DWG\CITY OF CASPER ACCESS ESMT - 14694.DWG

RESOLUTION NO. 20-46

A RESOLUTION AUTHORIZING AN ACCESS EASEMENT TO
THE PUBLIC ADJACENT THE DEWALD DIVIDE ADDITION.


WHEREAS, the owner of the Dewald Divide Addition has agreed to sell to the City of Casper a tract of land so that an existing City of Casper building no longer encroaches onto private property; and,

WHEREAS, in exchange for selling the property to the City of Casper, the owner of the Dewald Divide Addition has requested an existing access be extended twenty-eight (28) feet to the west to allow for better access to the Dewald Divide Addition.

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 access easement to the public for the purpose of using City-owned property in the northeast quarter of the northeast quarter of Section 16, Township 33 North, Range 79 West of the Sixth Principal Meridian, for the means of ingress and egress to adjacent properties, more particularly described in said access easement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 4, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Procurement Agreement with Thatcher Company in the amount of \$72,864.00, for eight (8) 46,000 pound deliveries of ferrous chloride at \$0.198/lb to be used at the Indian Paintbrush Chemical Feed Facility.

Meeting Type & Date
Regular Council Meeting
February 18, 2020

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a Procurement Agreement with Thatcher Company, Salt Lake City, Utah, in the amount of \$72,864.00 for eight (8) 46,000 pound deliveries of ferrous chloride at \$0.198/lb to be used at the Indian Paintbrush Chemical Feed Facility.

Summary
The Indian Paintbrush Chemical Feed Facility is a liquid phase chemical treatment facility used to mitigate hydrogen sulfide caused corrosion in the North Platte Sanitary Sewer Interceptor. The facility feeds ferrous chloride into the interceptor to reduce levels of hydrogen sulfide, thereby reducing corrosion to the reinforced concrete pipe.

This purchase will provide sufficient enough chemical to sustain operations of the facility through the remainder of this fiscal year, at which time a new contract will be brought forward for Council's consideration.

Two quotes were received. The quotes received are as follows:

<u>Vendor</u>	<u>Amount</u>
Thatcher Company	\$72,864.00
Nalco Water	\$132,480.00
Brenntag Pacific, Inc.	\$123,138.00

The low quote for supplying the ferrous chloride is Thatcher Company, Salt Lake City, Utah.

Financial Considerations

Funds for the procurement of the ferrous chloride will come from the FY20 Wastewater Fund.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 3rd day of March 2020, between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, Thatcher Company, 1905 Fortune Road, Salt Lake City, Utah 84104, 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 described in the attached Exhibit "A". The Goods to be furnished are generally described as eight (8) 46,000 pound deliveries of ferrous chloride at \$0.198/lb.

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Road
Casper, Wyoming 82609

ARTICLE 4. CONTRACT TIME.

- 4.1 The Goods are to be delivered to the point of delivery on an as needed basis through June 30, 2020.
- 4.2 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 4.1 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or

damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.1 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-Two Thousand Eight Hundred Sixty-Four Dollars (\$72,864.00).

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit invoices for Payment with each scheduled shipment of the product. Payment shall be Net 45 days.

6.1 Intentionally omitted.

6.1.1 Intentionally omitted.

6.1.2 Intentionally omitted.

6.2 Intentionally omitted.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A"
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.

- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

[THE REST OF THIS PAGE IS 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.

APPROVED AS TO FORM:

Walker Freund

ATTEST:

BY: [Signature]
TITLE: Corporate Counsel

ATTEST:

BY: _____
Fleur Tremel
TITLE: City Clerk

CONTRACTOR:

[Signature]
Thatcher Company, Inc.
1905 Fortune Road
Salt Lake City, Utah 84104

BY: [Signature]
TITLE: President

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

BY: _____
Steven K. Freel
TITLE: Mayor

Exhibit "A"

Thatcher Company is pleased to offer the City of Casper, WY the following quote for ferrous chloride

Product	Packaging	Product Code	Pricing	Freight
Ferrous Chloride	Bulk 46,000 lbs/order	0603280	\$0.198/lb	No additional freight charge. Product is quoted FOB Casper, WY

RESOLUTION NO. 20-47

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH THATCHER COMPANY FOR EIGHT 46,000 POUND DELIVERIES OF FERROUS CHLORIDE FOR USE AT THE INDIAN PAINTBRUSH CHEMICAL FEED FACILITY.

WHEREAS, the City has need for the furnishing of eight (8) 46,000 pound deliveries of ferrous chloride for use at the Indian Paintbrush Chemical Feed Facility to provide service; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the ferrous chloride as required by an agreement between the contractor and the City; and,

WHEREAS, the City desires to retain the contractor for furnishing the ferrous chloride.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a procurement agreement with Thatcher Company, 1905 Fortune Road, Salt Lake City, Utah 84104, for the furnishing of Eight (8) 46,000 pound deliveries of ferrous chloride.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Seventy-Two Thousand Eight Hundred Sixty-Four Dollars (\$72,864.00).

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 6, 2020

MEMO TO: J. Carter Napier City Manager 

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

SUBJECT: Authorizing a Contract for Professional Services with State Line No. 7 Architects, in the amount of \$313,260, for the City Hall Renovations and Addition, Project No. 20-004.

Meeting Type & Date:
Regular Council Meeting
March 3, 2020

Recommendation:

That Council, by resolution, authorize a contract for professional services with State Line No. 7 Architects in the amount of \$313,260, for the City Hall Renovations and Addition, Project No. 20-004.

Summary:

Casper's City Hall was built in 1978 to serve as the primary facility for citizens to communicate with City officials and conduct City business. This 41-year-old building remains the cornerstone of City business and is in need of significant improvements. A holistic approach has been taken to determine improvements needed for City Hall's safety/security, aesthetics, functionality, and efficiency – City Hall Project S.A.F.E. In February 2019, the City contracted with State Line No. 7 Architects to develop a design for improvements that addresses a wide variety of needs at City Hall.

Primary objectives for the City Hall Renovations and Addition Project include:

- Correct exterior and interior vulnerabilities with safety for employees and visitors at City Hall.
- Improve deficiencies identified in the fire suppression system that violate current fire code.
- Address deficiencies on the top and bottom floor that hinder customer service and operational efficiency.
- Remedy significant non-compliance with current ADA regulations in both sets of bathrooms as well as other access challenges throughout the building.
- Add space that is needed to accommodate current and future staffing needs.
- Make improvements to the exterior of the building to be more inviting to visitors, direct visitors to a primary entrance that engages customers with employees upon entry, and provide useful space for employees to gather or take breaks.

State Line No. 7 Architects
City Hall Renovations & Addition
Project No. 20-004

- Provide general maintenance improvements such as track off mats, flooring, repaired overhead lighting, and fresh paint.
- Improve HVAC ductwork throughout the facility which is failing due to age and construction materials.
- Improve Atrium lighting and setup which is not currently conducive to public meetings that are important for public communication and interaction.

The preliminary design work and evaluation of the existing building done by State Line No. 7 Architects in 2019 provided the basis to pursue a complete design and construction project. State Line No. 7 Architects provided a complete proposal and fee for design and construction administration services at \$313,260.

The design services for the project include preparation of construction plans and specifications, and assistance to the City in advertising, opening, and evaluating construction bids. Construction services include field observations, attending construction progress meetings, contract management, record drawings, and review of payment applications.

Construction is expected to begin in summer of 2020 and will continue throughout 2022. The complete project is estimated to cost \$3,000,000.

Financial Considerations:

Funding will be from the Revolving Land Fund.

Oversight/Project Responsibility:

Scott R. Baxter, P.E., Associate Engineer

Attachments:

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of March, 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. State Line No. 7 Architects, 444 South Center Street, Casper, Wyoming 82601 (“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 make renovations and an addition to City Hall.
- B. The project requires professional services for the design and construction administration.
- 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 as described in Exhibit A, State Line No. 7 Architects Proposal, attached hereto and hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of December 2022.

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 Three Hundred Thirteen Thousand Two Hundred Sixty and 00/100 Dollars (\$313,260.00).

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



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
State Line No. 7 Architects

By: Debby J. Estes
Printed Name: Debby Estes
Title: Admin Supp. Tech.

By: [Signature]
Printed Name: Lyle M. [Signature]
Title: PRESTANT

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 and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

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.

Stateline No 7 ARCHITECTS

January 31, 2020

Ms. Zulima Lopez
Risk Manager
City of Casper
200 North David
Casper, Wyoming 82601

Re: Revised scope of work and fee proposal for professional architectural and engineering services for renovations and addition to the existing Casper City Hall building at 200 North David Street in Casper, Wyoming.

Dear Zulima:

Stateline No. 7 Architects is pleased to submit our revised scope of work and fee proposal with respect to professional architectural services for the Casper City Hall building renovation and addition project. We have developed the proposal based on the work necessary to support the project per our project S.A.F.E. recommendations. We hope this is understandable and acceptable, and if so, please forward your standard professional services agreement. Please call if you have any questions: 265-3611.

PROJECT TEAM

We have retained a team of consultants for your project that we know and trust and who have assisted in previous similar projects. The team is comprised of the following firms/individuals:

Architect/Project Manager/ Interior Design:
Stateline No. 7 Architects
444 South Center Street
Casper, Wyoming 82601
307-265-3611

Principal Architect: **Lyle Murtha, AIA**
Interior Designer: **Andrea Haro, Assoc. AIA**

Landscape Architect:
Tallgrass Landscape Architecture
413 North 4th Street
Custer, South Dakota
605-673-3167

Landscape Architect: **Matt Fridell, ASLA**

Civil Engineer:
WLC Engineering
200 Pronghorn
Casper, Wyoming 82601
307-266-2524

Civil Engineer: **Shane Porter, P.E.**

Structural Engineer:
Lower & Company
1607 CY Avenue, Ste. 201
Casper, Wyoming 82604
307-234-6984

Structural Engineer: **Bob Lower, P.E.**

Mechanical Engineer:
Engineering Design Associates
1607 CY Avenue, Ste. 303
Casper, Wyoming 82604
307-266-5033

Mechanical Engineer: **Jak Hollinger, P.E.**

Electrical Engineer:
Engineering Design Associates
1607 CY Avenue, Ste. 303
Casper, Wyoming 82604
307-266-5033

Electrical Engineer: **Monte Schaff, P.E.**

Environmental Engineer:
Trihydro Corporation
707 West First Street
Casper, Wyoming 82601
307-377-8418

Environmental Engineer: **Phil Atkinson, ABI**
Wallace Coles, ABI

SCOPE OF WORK

Stateline No. 7 Architects and our team will be responsible for developing the design, coordinating the project and taking staff input.

It is understood that the project is to be constructed using the design/bid/build project delivery method in a public/open bidding format.

The following items are additional assumptions relating to the project:

Design/Scope/Assumptions:

- Existing building floor area is approximately 34,479 square feet
- The proposed building addition is two-story with a floor area of approximately 3,438 square feet (including first floor infill area)
- The building is and will continue to be used for the City offices and council chambers
- Most of interior spaces/ /stairs/walls/doors/roof/etc. to remain as much as possible with only cosmetic upgrades and/or remodel to areas of the building may be required in order to accommodate renovations to the upper floor and/or HVAC items; intense remodel areas include: Customer Service, Human Resources, Restrooms, Mothers Room, Council Work Room, Clerk, and City Manager
- Existing building architectural character is to be preserved / embraced as much as possible
- Owner will continuously occupy the building during demolition / construction / renovation; however the owner will vacate areas of intense remodel

- Project to be designed and constructed in two bid packages: 1. exterior site work and 2. remainder of building remodel/addition
- Limited site work to include security “bollards”, entry plaza(s), and parking lot lighting

Services:

- Field measuring and drawing existing floor plans
- Professional architecture, interior design, landscape architecture, civil engineering, structural engineering, mechanical engineering, and electrical engineering
 - Site survey (including topography, utilities, paving, easements and boundaries of the property) and base map of existing site (remodel/affected areas only)
 - Structural system design
 - Mechanical system design: plumbing revisions for relocation of restrooms including changes to domestic water and sanitary systems. HVAC system modifications to redistribute supply, return and exhaust air (in the affected remodel areas only) to include new and/or reused terminal equipment and changes to the hydronic system in existing areas and new packaged rooftop equipment serving the building addition
 - Duct Replacement: replacement of existing deficient ductwork thru-out the building (except the Council Chambers) to include on site verification of all existing ductwork, and terminal units (but does not include redesign of the existing distribution layout or modifications to equipment or piping) also includes removal and

reinstallation of lighting and ceilings in affected areas

- Equipment Replacement: replacement of existing air handlers, variable volume boxes, and other terminal units (does not include changes in design of the plant equipment or the existing distribution) – the scope for this item includes design only, no bidding or construction
- Electrical system design: power distribution modifications and additions in renovated areas, lighting system upgrades in renovated areas, parking lot lighting upgrades and atrium lighting upgrades, security camera additions, data and telephone network cabling design in renovated areas, and fire alarm system modifications and additions as required in renovated areas
- Interior finish/color selections/interior signage
- Field verify existing department FF&E and coordinate to fit in intense remodel areas only
- New FF&E for intense remodel common spaces only (not for individual departments): design / selection / procurement including movable furnishings and equipment
- Landscape design: landscaping, irrigation design, etc.
- Exterior building/site signage design
- Demolition documents for existing buildings and existing site improvements
- Design development, construction documents and specifications, bidding assistance / contract negotiations, construction administration (including bi-weekly meetings or more if needed) and 1-year warranty services

- No major changes to the design from the findings of the S.A.F.E. study
- Attendance at community meetings for coordination with the owner on design/drawings/ideas and for public and staff input
- Graphic and other assistance with marketing, presentation at governmental reviews, hearings and community meetings (limited to three presentations)
- Building code review for the new addition, review of the IBC building envelope requirements using the City of Casper's Com Check software
- Review for compliance with Americans with Disabilities Act (ADA)
- Architects and engineers are responsible for normal coordination with City of Casper, building officials, building code, reviews, and other items
- Web link (either in-house or on City website) maintenance of final construction documents (electronic plans only, no hard copies)
- Final inspections / punch lists / 1-year warranty items
- Environmental/asbestos abatement-related services (asbestos removal design, bidding, project management and air monitoring services) per the asbestos identified in the owner's 1990 asbestos report
- Colored rendering of the completed overall building design, however color renderings of specific remodel areas of the building and site are included
- Geotechnical/subsurface soils investigations (not necessary)
- Building construction permits and/or plan review fees (to be provided by the owner/contractor)
- Construction Testing (compaction, concrete, weld, paving, masonry, asphalt, etc.: to be provided by owner/contractor)
- LEED (green building) certification; however we will consider sustainable strategies
- Design for solar or wind-powered systems
- Third party building commissioning services
- Tap fees
- Alta Surveys
- Field/construction staking
- ~~Environmental/asbestos/lead abatement-related services (asbestos and/or lead removal design, bidding, or project management and/or air monitoring services, etc.)~~
- Phase 1 or 2 environmental assessment nor any contaminated soils mitigation
- Producing actual legal easement documents for needed site easements (utility and other); however preparation of exhibits and legal descriptions for these easements has been included
- BIM / Revit document format (AutoCAD is standard)
- Work associated with relocating the Ruskin artwork and/or demolition of the associated fountain/pool
- Security system design: access control systems, security and video surveillance systems; however we will coordinate with the City's security vendor and I.T. Department

The following items are NOT included in this proposal:

- Fire protection engineering services, however performance specifications will be included
- Changes to mechanical plant equipment or storm drains except at new addition
- Design for passenger elevator(s)
- Window coverings
- Interior wall hangings and artwork
- Detailed construction cost estimates



- Design for projector and other audio/visual equipment; however we will coordinate with the City's vendor or I.T. Department
- Communications equipment design: network gear, wireless equipment, intercom, phone systems, routers, switches etc.; however we will coordinate with the City's I.T. Department
- Printing and distribution of final sets of construction documents for the purpose of bidding and construction; however we will provide PDF files of the final construction documents to be uploaded to Qwest CDN for bidding purposes and we will provide the owner with 3 (three) blueprint hard copies of the final construction documents
- Electronic record / as-built drawings (other than review of contractors submittal of these items)

We propose a fixed fee for the professional architectural design fees as outlined in this proposal and calculated below:

Professional Fees:

Architectural/Interior Design Services (Stateline No.7 Architects) =	\$ 135,507.00
Landscape Architecture (Tallgrass Landscape Arch.) =	\$ 30,393.00
Civil Engineering (WLC Engineering) =	\$ 13,600.00
Structural Engineering (Lower and Company) =	\$ 13,000.00
Mechanical and Electrical Engineering (Engineering Design Assoc.) =	\$ 92,500.00
Environmental Engineering (Trihydro Corporation) =	\$ 28,260.00

Total Fixed Fee: \$ 313,260.00

The fee includes in-house reimbursable expenses such as photocopies, in-house/progress blueprints, telephone/fax, travel to the project site and other expenses that are typically reimbursable with other firms. If additional services are required beyond those listed, they will be billed at hourly rates or the fee may be renegotiated. The fee will be billed monthly based on the amount of work completed.

SCHEDULE

Stateline Architects understands that the schedule is to begin work in Spring 2020 with construction to commence on the exterior package in Fall 2020 and construction on the remaining package in 2021.

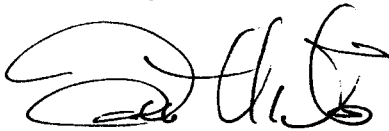
COMPENSATION

Stateline No. 7 Architects prefers to establish a fixed fee for professional architecture services based on the total scope of work necessary to complete the project. The fixed fee is arrived at simply by estimating the actual time and work necessary to complete your project and calculating those costs including staff costs, overhead, etc. The fixed fee format allows the project budget to be established independent from the professional fees and dispels any concerns about fees being tied to project costs.

SUMMARY

We hope that you find our revised fee expectations and additional information acceptable, and we look forward to continuing working with you and getting started on this project! Again, we sincerely appreciate the opportunity to submit this fee and thank you for your consideration. This proposal is valid for sixty days.

Respectfully,



Lyle T. Murtha, AIA



STATELINE No. 7 ARCHITECTS FEE SCHEDULE (starting 2020)

Principal Architect	(Lyle Murtha)	\$ 120/hour
Junior Principal/Senior Project Manager	(Anthony Jacobsen)	\$ 110/hour
Intern Architect/Junior Project Manager/Interior Designer	(Andrea Haro and Katelynn Larsen)	\$ 95/hour
Draftsperson	(Holden Dreling)	\$ 85/hour
Secretarial/Administrative		\$ 60/hour

RESOLUTION NO. 20-48

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH STATE LINE NO. 7 ARCHITECTS FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL RENOVATIONS AND ADDITION PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the City Hall Renovations and Addition Project; and,

WHEREAS, State Line No. 7 Architects is able and willing to provide those professional 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 Contract for Professional Services with State Line No. 7 Architects, in the amount of Three Hundred Thirteen Thousand Two Hundred Sixty Dollars (\$313,260) for services more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Three Hundred Thirteen Thousand Two Hundred Sixty Dollars (\$313,260).

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 11, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Granting a Right-of-Way Easement to Rocky Mountain Power, as part of the Midwest Avenue Reconstruction from Elm Street to Walnut Street, Project No. 18-066.

Meeting Type & Date
Regular Council Meeting
March 3, 2020

Action type
Resolution

Recommendation
That Council, by resolution, grant a 104.5 square foot right-of-way easement to Rocky Mountain Power, as part of the Midwest Avenue Reconstruction from Elm Street to Walnut Street, Project No. 18-066.

Summary
The design of the Midwest Avenue Reconstruction from Elm Street to Walnut Street is nearing completion. During design, it was found that an easement from the City of Casper would be required at the intersection of Ash Street and the Rails to Trails corridor to allow for Rocky Mountain Power equipment necessary for underground power conversions.

The easement and legal descriptions have been prepared by WWC Engineering for City of Casper approval.

Financial Considerations
There are no financial considerations for this easement.

Oversight/Project Responsibility
WWC Engineering
Ethan Yonker, P.E., Associate Engineer, Public Services Department

Attachments
Resolution
Easement

REV101512

Return to:

Rocky Mountain Power

Estimator: Jeri Leach

2840 E. Yellowstone

Casper, WY 82609

Project Name: City of Casper Ash-Walnut OH-UG conversion

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **City of Casper, Wyoming** (“Grantor”), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, (“Grantee”), an easement for a right of way 10 feet in width and 10 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (together, the “electrical system,”) on, across, or under the surface of the real property of Grantor in **Natrona County, State of Wyoming** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description: A Parcel of land being a portion of Block 1, C&NW Trail Addition, Casper, Wyoming as recorded in the Office of County Clerk of Natrona County as Instrument No. 682443 and also being a portion of the SE1/4NW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming.

Together with the right of reasonable access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

Grantor hereby reserves, and shall have the right to use the right of way granted herein for any use which does not otherwise unreasonably interfere with the Grantee’s use thereof, including the right to install walkways, trails, or sidewalks, or other public or private utilities on or in the easement property.

Grantee shall restore all areas disturbed for the purpose of the electrical system on the easement property to preexisting conditions.

This easement shall terminate, and be of no further force or effect upon the grantee ceasing to use the easement granted herein for a period of 12 consecutive months for its use for the electrical system described herein.

Exhibit A

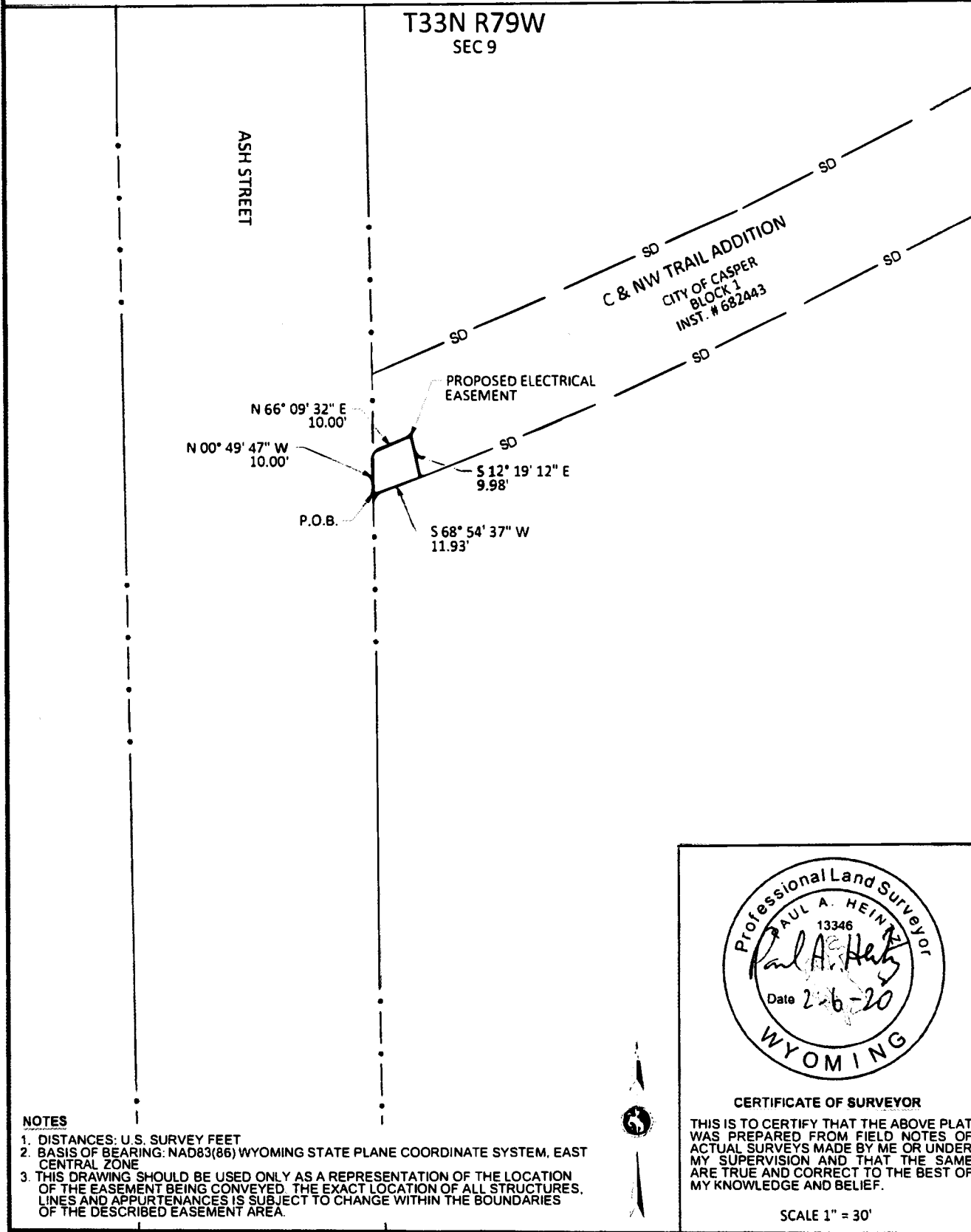
LEGAL DESCRIPTION:

A Parcel of land being a portion of Block 1, C & NW Trail Addition, Casper, Wyoming as recorded in the Office of County Clerk of Natrona County as Instrument No. 682443, and also being a portion of the SE1/4NW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming. Said Parcel being more particularly described by metes and bounds as follows:

Beginning at the southwest corner of said Block 1; thence along the west line of said Block 1 and east line of Ash Street, N 00° 49' 47" W, 10.00 feet; thence along a line parallel with the north line of said Block 1, N 66° 09' 32" E, 10.00 feet; thence S 12° 19' 12" E, 9.98 feet to a point in the south line of said Block 1; thence along the south line of said Block 1, S 68° 54' 37" W, 11.93 feet, more or less, to the Point of Beginning and containing 104.5 square feet, more or less.

LEGEND:

- SD — SUBDIVISION LINE
- PL — PROPERTY LINE
- • — • — ROW LINE
- PROPOSED EASEMENT LINE



NOTES

1. DISTANCES: U.S. SURVEY FEET
2. BASIS OF BEARING: NAD83(86) WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE
3. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE DESCRIBED EASEMENT AREA.

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCALE 1" = 30'

SHEET EASMT-1	DRAWING	MIDWEST AVENUE RECONSTRUCTION EASEMENT DETAIL CITY OF CASPER	DRAWN DATE BY REVIS APPROVED DATE BY	CITY OF CASPER	WWC ENGINEERING 1100 W. 17TH ST. SUITE 100, CASPER, WY 82401 (307) 233-1100	COPYRIGHT 2015 WWC ENGINEERING, INC. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF WWC ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WWC ENGINEERING, INC.
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RESOLUTION NO. 20-49

A RESOLUTION GRANTING A RIGHT-OF-WAY EASEMENT TO ROCKY MOUNTAIN POWER FOR THE MIDWEST AVENUE RECONSTRUCTION FROM ELM STREET TO WALNUT STREET PROJECT.

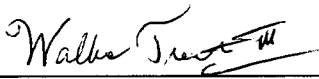
WHEREAS, the City of Casper is reconstructing the portion of Midwest Avenue from Elm Street to Walnut Street; and,

WHEREAS, granting a 104.5 square foot easement to Rocky Mountain Power will allow for necessary equipment for overhead to underground power conversion; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a 104.5 square foot easement to Rocky Mountain Power for the Midwest Avenue Reconstruction from Elm Street to Walnut Street Project, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

February 14, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Knife River, Inc., in the Amount of \$62,690.00, for the 21st Street & Shattuck Sanitary Sewer Replacement, Project No. 19-040.

Meeting Type & Date
Regular Council Meeting
March 3, 2020

Action type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Knife River, Inc., for construction of the 21st Street & Shattuck Sanitary Sewer Replacement, Project No. 19-040, for the base bid amount of \$62,690.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$7,310.00, for a total project amount of \$70,000.00.

Summary
On February 13, 2020, bids were received from six (6) contractors for construction of the 21st & Shattuck Sanitary Sewer Replacement Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Knife River	Casper, Wyoming	\$ 62,690.00
Treto Construction	Casper, Wyoming	\$ 77,900.00
Grizzly Excavating & Construction	Casper, Wyoming	\$ 79,635.38
Crown Construction	Casper, Wyoming	\$ 80,048.15
Wayne Coleman Construction	Mills, Wyoming	\$ 92,307.00
71 Construction	Casper, Wyoming	\$ 98,145.71

The Engineering Office estimate for the project was \$74,800.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements. The sanitary sewer main at the intersection of 21st Street & Shattuck Avenue, running west for 180 feet was recently designated as one of the City's highest

priorities for replacement. Video inspection of this section revealed a PVC pipe that was either damaged by equipment or unstable clay soils and is folded inward from the sides.

Plans for the project include approximately 180 feet of sewer main replacement with new PVC pipe, nine sewer service line reconnections, and asphalt patching. Construction of the improvements is to be substantially complete by May 29, 2020.

Financial Considerations

Funding for the project will be from Optional One Percent #16 Funds for Streets.

Oversight/Project Responsibility

Scott R. Baxter, 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 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and JTL Group, Inc. d.b.a. Knife River, Inc., PO Box 730, Casper, WY 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to perform replacements to a sanitary sewer main near the 21st Street & Shattuck Avenue intersection; and,

WHEREAS, JTL Group, Inc., d.b.a. Knife River, Inc., is able and willing to provide those services specified as the City of Casper, 2020 21st Street & Shattuck Sanitary Sewer Replacement, Project No. 19-040.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, 2020 21st Street & Shattuck Sanitary Sewer Replacement, Project No. 19-040.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by May 29, 2020, and completed and ready for final payment in accordance with Article 14 of the General Conditions by June 19, 2020.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Sixty-Two Thousand Six Hundred Ninety and 00/100 Dollars (\$62,690.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 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 so the current retainage is equal to ten percent (10%) of the Work complete.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work

completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and 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.

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 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1, 2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.

JTL Group, Inc., d.b.a. Knife River, Inc.
21st & Shattuck Sanitary Sewer Replacement, Proj. No. 19-040

SFA-4

- 8.13 Minutes of the Pre-Bid Conference, if any.
- 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 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: 2020 21st Street & Shattuck Sanitary Sewer Replacement – Sheets 1 – 4

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.

(this space intentionally left blank)

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

APPROVED AS TO FORM:

(2020 21st Street & Shattuck Sanitary Sewer Replacement, Project 19-040)

Walter Trout

DATED this 3rd day of March, 2020.

ATTEST:

CONTRACTOR:

Knife River, Inc.

PO Box 730

Casper, WY 82602

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: \$ 62,690⁰⁰
 TOTAL BASE BID, IN WORDS: Sixty Two Thousand Six
Hundred and Ninety Zero CENTS. — 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 a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTL Group, Inc. dba Knife River Inc
PO Box 730
Casper Wyo 82402

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 02/13/, 2020.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL Group Inc. dba Knife River Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: _____ (seal)

Vice President/GM
(Title)

(Seal)

Attest: Shawn Pa

Business Address: JTL Group Inc dba Knife River Inc.
PO Box 730
Casper, WY 82602

Phone Number: (307) 237-9346

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
2020 21ST STREET & SHATTUCK SANITARY SEWER REPLACEMENT
 Project No. 19-040

Bid Date/Time: February 13, 2020 @ 2:00pm

COMPANY NAME: JTL Group, Inc. dba Knife River Inc.
 ADDRESS: PO Box 730
Casper, WY 82602

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

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

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	5,900 ⁰⁰	5,900 ⁰⁰
2	F&I Temporary Traffic Control	LS	1	2,800 ⁰⁰	2,800 ⁰⁰
3	Bypass Pumping	LS	1	2 ⁰⁰	2 ⁰⁰
4	R&R 8" Sanitary Sewer Main	LF	180	76 ⁴⁰	13,752 ⁰⁰
5	Reconnect Existing Sanitary Sewer Service	EA	9	330 ⁰⁰	2,970 ⁰⁰
6	Materials Testing (Asphalt Paving Sections)	LS	1	4,020 ⁰⁰	4,020 ⁰⁰
7	F&I Select Backfill for Pipe Trenches	210/120 PG 255 255	1	49 ⁰⁰	12,495 ⁰⁰
8	R&R Asphalt Trench Patch Section (6"/9")	SY	330	57 ⁷⁰	19,041 ⁰⁰
9	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	1	1,700 ⁰⁰	1,700 ⁰⁰
TOTAL BASE BID					62,690⁰⁰

RESOLUTION NO. 20-50

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., D.B.A. KNIFE RIVER, INC., FOR THE 21ST STREET & SHATTUCK SANITARY SEWER REPLACEMENT, PROJECT NO.19-040.

WHEREAS, the City of Casper desires to make sanitary sewer replacements near the intersection of 21st Street and Shattuck Avenue; and,

WHEREAS, JTL Group, Inc., d.b.a. Knife River, Inc., is able and willing to provide those services specified as the 21st Street & Shattuck Sanitary Sewer Replacement, Project 19-040; 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 Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with JTL Group, Inc., d.b.a. Knife River, Inc., for those services, in the amount of Sixty-Two Thousand Six Hundred Ninety and 00/100 Dollars (\$62,690.00).

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 Sixty-Two Thousand Six Hundred Ninety and 00/100 Dollars (\$62,690.00), and Seven Thousand Three Hundred Ten and 00/100 Dollars (\$7,310.00) for a construction contingency account, for a total price of Seventy Thousand and 00/100 Dollars (\$70,000.00).

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 Five Thousand Dollars (\$5,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:

(21st Street & Shattuck Sanitary Sewer Replacement, Project No. 19-040)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

January 3, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a Resolution approving a vacation and replat creating the White Dog Addition No. 2, and the associated Subdivision Agreement.

Meeting Type & Date:

Regular Council Meeting, February 4, 2020.

Action Type:

Resolution.

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating the White Dog Addition No. 2, and the associated Subdivision Agreement.

Summary:

Application has been received to replat two (2) properties located at 454 and 504 South Sun Drive to create a new subdivision, White Dog Addition No. 2. The properties involved are zoned R-2 (One Unit Residential), and are surrounded by properties zoned the same on all sides. The purpose of the replat is to correct inaccuracies in the legal description and ownership represented on a previous plat, the White Dog Addition. The proposed White Dog Addition No. 2 shows a total of two (2) lots. Proposed Lot 1 will be approximately 10,558 square feet in area, and Lot 2 will be almost 16,000 square feet in area. The minimum lot size required in an R-2 (One Unit Residential) zoning district is 4,000 square feet.

The Planning and Zoning Commission voted to unanimously support the vacation and replat after a public hearing on December 19, 2019. No public comments were received, and there were no recommended conditions of approval.

Financial Considerations:

Not applicable.

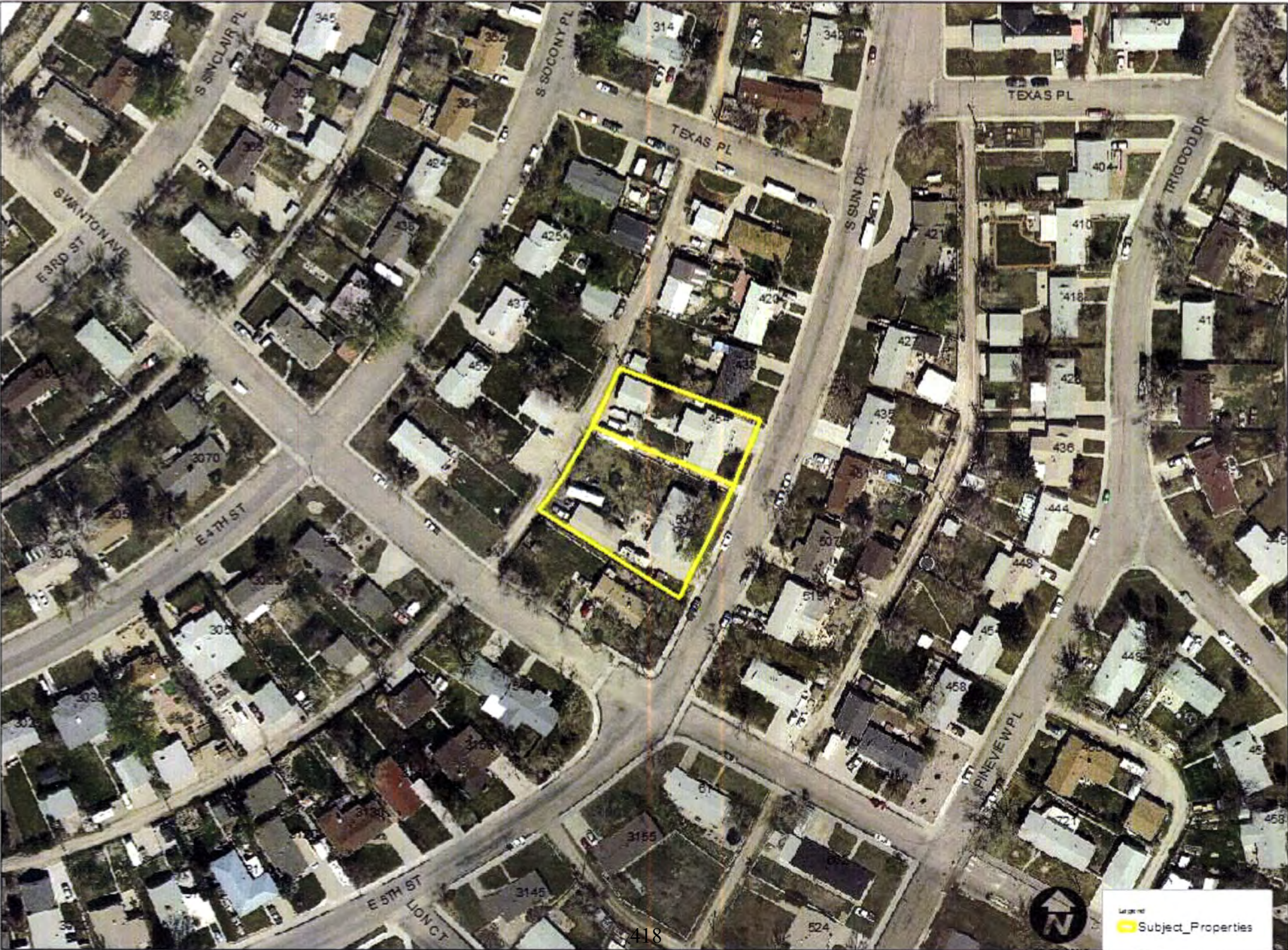
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing plat proposals.

Attachments:

Resolution
Map
Plat
Subdivision Agreement

Proposed White Dog Addition No. 2



CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA } ss

THE UNDERSIGNED REX J. AND SHEILA R. EVANS AND MITCHELL AND DORA J. SKOVGARD DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND, CONSISTING OF LOTS 1 AND 2, WHITEDOG ADDITION, RECORDED AS INSTRUMENT NO. 912292, AND A PORTION OF LOT 9, ALL OF LOT 10 AND A PORTION OF LOT 11, BLOCK 10, PINEVIEW MEADOWS SUBDIVISION NO. 1, CITY OF CASPER, AS RECORDED IN BOOK 142 OF DEEDS, PAGE 78, SITUATE WITHIN THE W½ OF SECTION 11, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12, BLOCK 10, PINEVIEW MEADOWS SUBDIVISION NO. 1, MONUMENTED BY AN OPEN PIPE;

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EAST LINE OF SAID LOT 12 AND LOT 11, BLOCK 10, AND A CURVE TO THE LEFT HAVING A RADIUS OF 1941.31 FEET, THROUGH A CENTRAL ANGLE OF 02°01'17", A DISTANCE OF 68.49 FEET, HAVING A CHORD BEARING OF N27°08'49"W, A DISTANCE 68.48 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N58°44'09"W, ACROSS SAID LOT 11 AND ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 161.72 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE IN A NORTHEAST DIRECTION ALONG THE WEST LINE OF THE PARCEL AND LOTS 9, 10 & 11 AND A CURVE TO THE LEFT HAVING A RADIUS OF 1442.40 FEET, THROUGH A CENTRAL ANGLE OF 06°26'17", A DISTANCE OF 162.08 FEET, HAVING A CHORD BEARING OF N29°24'32"E, A DISTANCE OF 161.99 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

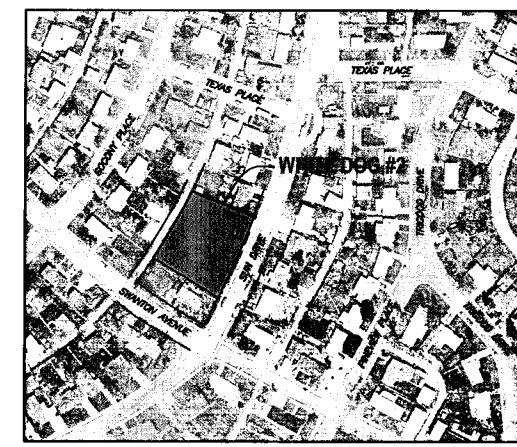
THENCE S68°04'06"E, ACROSS SAID LOT 9 AND ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 143.63 FEET TO THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE IN A SOUTHWEST DIRECTION ALONG THE EAST LINE OF THE PARCEL AND SAID LOTS 9 AND 10, BLOCK 10, AND A CURVE TO THE RIGHT HAVING A RADIUS OF 1941.31 FEET, THROUGH A CENTRAL ANGLE OF 01°54'57", A DISTANCE OF 64.91 FEET, HAVING A CHORD BEARING OF S21°56'55"W, A DISTANCE OF 64.91 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

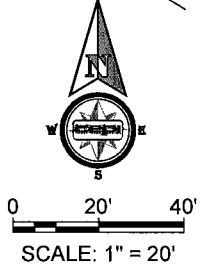
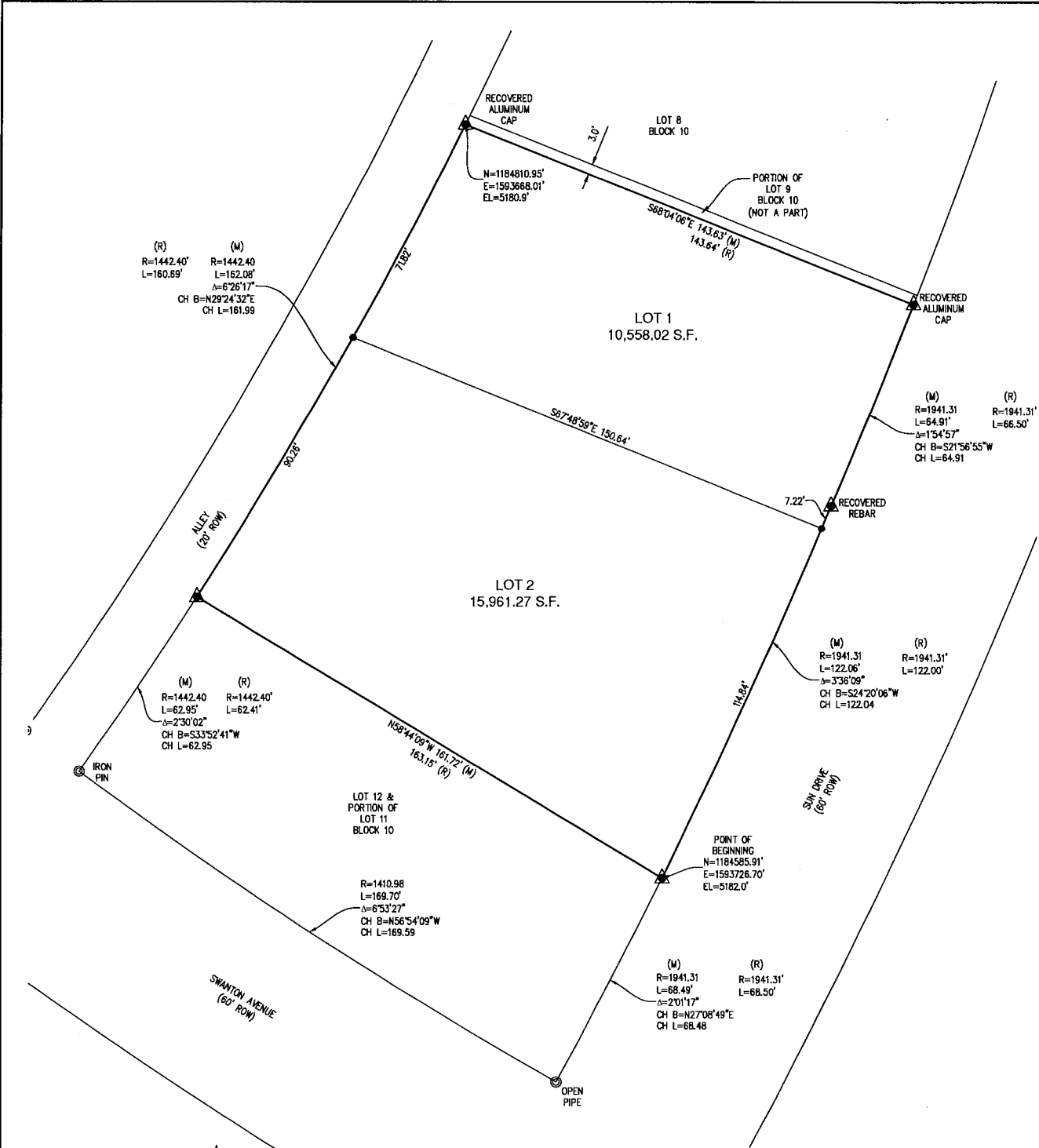
THENCE CONTINUING IN A SOUTHWEST DIRECTION ALONG THE EAST LINE OF THE PARCEL AND SAID LOTS 10 AND 11, BLOCK 10, AND A CURVE TO THE RIGHT HAVING A RADIUS OF 1941.31 FEET, THROUGH A CENTRAL ANGLE OF 03°30'09", A DISTANCE OF 122.06 FEET, HAVING A CHORD BEARING OF S24°20'06"W, A DISTANCE OF 122.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.61 ACRES, (26,519.29 S.F.) MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "WHITE DOG ADDITION NO. 2" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.



VICINITY MAP
NO SCALE



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

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

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2019.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____, DULY PASSED,
 ADOPTED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2019.

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2019.

 CITY ENGINEER

 CITY SURVEYOR

NOTES

1. THIS PLAT HAS BEEN PREPARED DUE TO GROSS ERRORS IN THE WHITEDOG ADDITION PLAT, RECORDED AS INSTRUMENT NO. 912292, JULY 27, 2011.
2. MONUMENTATION FOR WHITEDOG ADDITION HAS BEEN REMOVED. PARCELS HAVE BEEN RE-MONUMENTED AS SHOWN ON THIS PLAT.
3. ERROR OF CLOSURE EXCEEDS 1:82,442.
4. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
5. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'48.928", AND THE COMBINED FACTOR IS 0.9997822.
6. ALL DISTANCES ARE GROUND.
7. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA } ss

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN OCTOBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
 THIS DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

REX J. & SHEILA R. EVANS
 504 SOUTH SUN DRIVE
 CASPER, WY 82609

REX J. EVANS - OWNER
 SHEILA R. EVANS - OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY REX J. EVANS AND SHEILA R. EVANS, THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

MITCHELL & DORA J. SKOVGARD
 454 SOUTH SUN DRIVE
 CASPER, WY 82609

MITCHELL SKOVGARD - OWNER
 DORA J. SKOVGARD - OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MITCHELL AND DORA J. SKOVGARD, THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

VACATION AND REPLAT OF
 LOTS 1 & 2, WHITEDOG ADDITION
 A PORTION OF LOT 9, ALL OF LOT 10
 AND A PORTION OF LOT 11, BLOCK 10
 PINEVIEW MEADOWS SUBDIVISION NO. 1
 CITY OF CASPER, WYOMING
WHITE DOG ADDITION NO. 2

AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE W½ OF SECTION 11
 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 NOVEMBER, 2019

M:\Land 2019\Surveying\19-258 White Dog Survey\Plats\White Dog REPLAT.dwg, 11/6/2019, BBI

**WHITE DOG ADDITION NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 6th day of February, 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. Rex J. and Sheila R. Evans, 504 South Sun Drive, Casper, Wyoming 82609 ("Owner").
3. Mitchell and Dora J. Skovgard, 454 South Sun Drive, Casper, Wyoming 82609 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 1 & 2, Whitedog Addition, A Portion of Lot 9, All of Lot 10 and a Portion of Lot 11, Block 10, Pineview Meadows Subdivision No. 1, as White Dog Addition No. 2.
- C. A plat of White Dog Addition No. 2 ("Addition") has been prepared by Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.
- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

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

sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Rex & Sheila Evans
504 South Sun Drive
Casper, WY 82609

Mitchell & Dora Skovgard
454 South Sun Drive
Casper, WY 82609

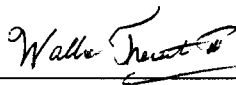
City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: *Pamela R. Byfield*

Printed Name: Pamela R. Byfield

Title: Corporate Secretary

OWNER

Rex J. Evans

By: *Rex J. Evans*

Printed Name: Rex J. Evans

Title: owner

WITNESS:

By: *Pamela R. Byfield*

Printed Name: Pamela R. Byfield

Title: Corporate Secretary

OWNER

Sheila R. Evans

By: *Sheila R. Evans*

Printed Name: Sheila R. Evans

Title: owner

WITNESS:

By: _____

Printed Name: _____

Title: _____

OWNER

Mitchell Skovgard

By: _____

Printed Name: _____

Title: _____

WITNESS:

OWNER
Rex J. Evans

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

WITNESS:

OWNER
Sheila R. Evans

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

WITNESS:

OWNER
Mitchell Skovgard

By: *Sami Herdt*

By: *Mitchell Skovgard*

Printed Name: Sami Herdt

Printed Name: Mitchell Skovgard

Title: _____

Title: _____

WITNESS:

By: *Sami Herdt*

Printed Name: Sami Herdt

Title: _____

OWNER
Dora J. Skovgard

By: *Dora J. Skovgard*

Printed Name: Dora J. Skovgard

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

Arizona
STATE OF ~~WYOMING~~)
Maricopa) ss.
COUNTY OF ~~NATRONA~~)

This instrument was acknowledged before me on this 6th day of February, 2020, by Rex J. Evans, as property owner of 504 South Sun Drive.

(Seal, if any) 

Pamela R Byfield
(Signature of notarial officer)
Corporate Secretary
Title (and Rank)

[My Commission Expires: 3-13-2022]

Arizona
STATE OF ~~WYOMING~~)
Maricopa) ss.
COUNTY OF ~~NATRONA~~)

This instrument was acknowledged before me on this 6th day of February, 2020, by Sheila R. Evans, as property owner of 504 South Sun Drive.

(Seal, if any) 

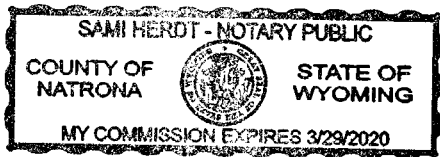
Pamela R Byfield
(Signature of notarial officer)
Corporate Secretary
Title (and Rank)

[My Commission Expires: 3-13-2022]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of February, 2016, by Mitchell Skovgard, as property owner of 454 South Sun Drive

(Seal, if any)



Sami Herdt
(Signature of notarial officer)

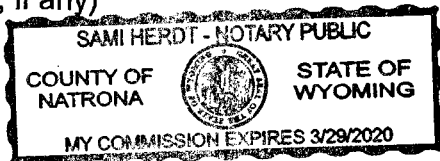
Title (and Rank)

[My Commission Expires: 3-29-20]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of February, 2016, by Dora J. Skovgard, as property owner of 454 South Sun Drive.

(Seal, if any)



Sami Herdt
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: 3-29-20]

RESOLUTION NO. 20-51

A RESOLUTION APPROVING THE VACATION AND REPLAT
CREATING THE WHITE DOG ADDITION NO. 2 AND THE
ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lots 1 & 2, Whitedog Addition, a portion of Lot 9, all of Lot 10 and a portion of Lot 11, Block 10, Pineview Meadows Subdivision No. 1, as White Dog Addition No. 2, comprising 0.61 acres, more or less, located at 454 and 504 South Sun Drive; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said vacation and replat; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

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

BE IT FURTHER 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 subdivision agreement between the City and the property owners (Mitchell and Dora J. Skovgard, and Rex J. Evan and Sheila R. Evans).

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2020.

APPROVED AS TO FORM:

Wallis Trew

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 26, 2020

MEMO TO: J. Carter Napier, City Manager
FROM: Wallace Trembath, Deputy City Attorney *W.T.*
John Henley, City Attorney *QH*
SUBJECT: Resolution Rescinding Resolution No. 02-288

Meeting Type & Date

Regular Council Meeting
March 3, 2020

Action type

Resolution

Recommendation

That Council, by resolution rescind Resolution No. 02-288

Summary

Resolution No. 02-288 states the designation for claims to be filed against the City as the Risk Management Division. In contrast, Wyoming Statute §1-39-113(c)(ii) designates the City Clerk's office as the proper place for claims to be filed. When a Wyoming Statute and a City resolution conflict, the Wyoming Statute controls. Rescinding Resolution No. 02-288 will eliminate the conflict about the proper service location.

Financial Considerations

None

Oversight/Project Responsibility

Not applicable to code change.

Attachments

Resolution

RESOLUTION NO.20-52

A RESOLUTION RESCINDING RESOLUTION NO. 02-288 AND DESIGNATING THE CITY CLERK’S OFFICE AS THE PROPER OFFICE FOR FILING CLAIMS AGAINST THE CITY PURSUANT TO W.S. §1-39-113(c)(ii).

WHEREAS, on the 19th day of November, 2002, the City Council of Casper, Wyoming, approved Resolution 02-288, which designated the City of Casper’s Risk Management Division as the proper place for claims to be filed against the City of Casper and its elected officials, departments, and subsidiaries; and,

WHEREAS, Wyoming Statute §1-39-113(c)(ii) designates the City Clerk as the proper place for claims to be filed against the City of Casper and its elected officials, departments, and subsidiaries; and,

WHEREAS, clarification is needed to address the conflict between the two different designations and statutory law is controlling; and,

WHEREAS, the City Clerk’s office is hereby designated as the proper place for claims to be provided against the City of Casper and its elected officials, departments, and subsidiaries.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper Resolution No. 02-288 is hereby rescinded, and the proper place for claims to be filed against the City of Casper is the City Clerk’s office.

PASSED, APPROVED, AND ADOPTED on this 3rd day of March, 2020.

APPROVED AS TO FORM:

Walter Truitt

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor