

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, March 17, 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 MARCH 3, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 13, 2020
4. CONSIDERATION OF MINUTES OF THE MARCH 3, 2020 EXECUTIVE SESSION – LITIGATION

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

5. CONSIDERATION OF BILLS AND CLAIMS

6. BRIGHT SPOTS IN OUR COMMUNITY – FIRST ANNUAL DISABILITY AWARENESS DAY CELEBRATION

7. COMMUNICATIONS

A. From Persons Present

8. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish April 7, 2020, as the Public Hearing Date for Consideration of:

- a. Annexation and Plat Creating the **Sontrust No. 1 Addition** to the City of Casper, and zoning of said Addition as R-3 (One to Four Unit Residential).
- b. Creation of **Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements**.

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

- a. Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the **Sontrust No. 1 Addition** to the City of Casper Complies with W.S. §15-1-402.
 1. Resolution.
 2. Third reading Ordinance Approving Annexation, and Zoning of the Sontrust No. 1 Addition.

9. PUBLIC HEARINGS

A. Minute Action

1. **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.
2. **New Microbrewery Liquor License No. 4** for Brewstory, LLC d/b/a **Frontier Brewing Co.**, Located at 117 East 2nd Street.

10. SECOND READING ORDINANCES

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

1. Communications from Persons Present

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10. SECOND READING ORDINANCES (continued)

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

1. Communications from Persons Present

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

1. Communications from Persons Present

11. RESOLUTIONS

A. Notice to **Liquor Licensees of Operational Minimums: Retail, Bar and Grill, and Restaurant Licenses.**

B. Consent

1. Authorizing a Procurement Agreement with **Municipal Treatment Equipment**, in the Amount of \$55,400, for Two **Water Storage Tank Mixers** to be used at the North Park and Manor South Water Storage Tanks.
2. Authorizing a Contract for Professional Services with **HDR Engineering, Inc.**, in the Amount of \$149,120, for the **Paradise Valley to the Robertson Road Trail Project.**
3. Authorizing an Agreement with **71 Construction, Inc.**, in the Amount of \$821,854, for the **“K” Street Improvements Phase IIA Project.**
4. Authorizing an Agreement with **High Plains Construction, Inc.**, in the Amount of \$2,092,593, for the **CY Booster Station Replacement Project.**
5. Authorizing an Agreement with **Treto Construction, Inc.**, in the Amount of \$114,377.50, for the **Mike Lansing Field Parking Lot Storm Sewer Improvements.**
6. Authorize the Purchase of **Police Radio Equipment** to Outfit Fifteen (15) Police Officers and Make Additional Spare Units Available, in the Total Amount of \$144,198.05, from **Motorola Solutions, Inc.**

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

13. ADJOURNMENT

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Upcoming Council meetings

Council meetings

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

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

Work sessions

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

4:30 p.m. Tuesday, April 14, 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
March 3, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, March 3, 2020. Present: Councilmembers Bates, Cathey, Hopkins, Johnson, Lutz, Pacheco, Powell and Mayor Freel. Absent: Councilmember Huber. Moved by Councilmember Huber, seconded by Councilmember Pacheco, to, by minute action, excuse the absence of Councilmember Huber. Motion passed.

2. PLEDGE OF ALLEGIANCE

A citizen from the audience led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by minute action, approve the minutes of the February 18, 2020, regular Council meeting, as published in the Casper-Star Tribune on February 25, 2020. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the February 18, 2020, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Johnson, seconded by Councilmember Cathey, to, by minute action, approve payment of the March 3, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 03/03/20

307CllsnCtr	Services	3,170.91
3DSpec	Services	1,316.63
AMBI	Services	1,487.59
AceHrdwr	Goods	757.25
Adecco	Services	2,135.21
Airgas	Goods	764.59
AlSCO	Services	1,177.40
AMSignal	Goods	35,156.60
AmeriTech	Goods	3,062.50
Amerigas	Goods	3,782.88
ArrwhdHting	Services	180.00
AtlnticElect	Services	2,300.00
AtlasOffice	Goods	645.29
AtlasReprdctn	Services	188.06
B32Eng	Services	1,568.34
BnkofAmerica	Goods	83,042.44
BHEnergy	Utilities	35,886.90
Boys&GirlsClub	Funding	28,745.50

Brake Supply	Goods	5,462.15
Brenntag	Goods	13,273.70
Caselle	Services	75.00
CATC	Services	114,333.23
CsprContSpplly	Goods	325.54
CsprElect	Services	19,800.00
CsprNC	Funding	10,645.72
CsprPblcUt	Utilities	148.83
CsprStarTrib	Ads	5,357.26
CsprTire	Goods	592.00
CntlWyRegWtr	Services	284,799.89
CntlWySrSvc	Funding	124,621.42
CenturyLink	Utilities	18,279.44
CH2MHill	Services	12,546.25
CityofCasper	Services	173,835.18
CMITeco	Goods	168,315.66
CollctionCtr	Services	4,392.97
ComTech	Goods	33,888.55
Comtronix	Goods	132.00
CPU	Goods	4,590.00
Convergeone	Goods	1,472.00
CrimeSceneInfo	Goods	109.87
DaveLodenConst	Services	370.00
DsrtMtn	Goods	12,594.68
DooleyEnt	Goods	5,070.00
DooleyOil	Goods	16,226.37
DPCInd	Services	7,086.24
EmrgncyMed	Goods	899.40
EnghouseInter	Goods	2,500.00
EngnrngDesign	Services	10,932.50
EvoquaWtrTech	Services	3,246.08
FHiday	Reimb	158.94
FirstData	Services	1,426.20
FtCsprMuseumAssoc	Goods	1,001.74
Galls	Services	5,598.50
GarageDoorDudes	Services	285.00
GeoSyntec	Services	642.05
GlobalEquip	Goods	1,973.40
GlobalSpctrm	Services	82,909.91
GolderAssoc	Services	9,138.05
GSGArch	Services	2,992.18
HDREng	Services	10,412.73
Hein-Bond	Services	10,000.00
HiteckComm	Services	1,840.00
Homax	Goods	39,499.44

HwrdspplyCo	Goods	136.57
ItronInc	Goods	2,452.44
JStowers	Reimb	88.05
JWilhelmcoCsprPD	Funding	326.75
KiwanisClub	Dues	228.00
KnifeRvr	Services	90,267.79
KnightEquip	Goods	2,000.00
KubwaterRes	Goods	5,618.85
LisasSpnSpn	Services	475.00
LMcCartney	Reimb	791.49
LongBldg	Services	4,909.85
McMurryRdyMx	Goods	184.50
MDay	Reimb	1,386.80
MedPrty	Services	202.00
MotionFlow	Goods	833.17
Motorola	Goods	1,700.98
MtnWst	Utilities	1,750.00
MtnWstValuation	Services	3,000.00
NalcoChmcl	Goods	32,724.00
Napa	Goods	79,353.13
NatareCorp	Services	22,541.40
NCHallJstc	Services	78,194.95
NCHHealth	Funding	45,000.00
NCSheriff	Services	386,521.80
Nelson/Nygaard	Services	51,698.29
NKaiser	Reimb	136.49
Norco	Services	781.46
NrthPrkTrans	Services	116.74
OneCallWy	Services	573.00
PstlPrs	Services	15,567.36
RDGIA	Services	7,200.00
Ricoh	Goods	587.02
RckyMtnPwr	Services	209,837.48
RooterSwrSvcs	Services	596.88
SPKinneyEng	Services	35,150.00
Saltus	Services	591.00
ScienceZone	Funding	15,962.00
Self-Help	Funding	13,615.50
SRyden	Reimb	150.00
StateofWy	Services	11,875.66
SummitElect	Services	1,085.91
SuperiorInd	Goods	477.16
TopOffice	Services	124.50
TretoConst	Services	113,511.44
Unfrms2Gear	Goods	5,602.82

Verizon	Services	60.24
VermeerSls	Goods	4,833.85
VMartinez	Reimb	150.00
VRCCo	Goods	105.55
WardwellWtr	Utilities	29.68
WellbornSullivan	Services	5,000.00
WenckAssoc	Services	30,695.79
WestPlainsEng	Services	1,000.00
WiredElect	Services	103,422.37
WLCEng	Services	41,683.13
WWCEng	Services	18,369.85
Wycomp	Services	1,015.00
WyLowVltgeCo	Services	370.00
WySteel	Services	6,736.40
Xerox	Services	221.08
ZollMedcl	Goods	25,272.00
Total		2,914,061.33

6. COMMUNICATIONS FROM PERSONS PRESENT

Amanda Stath and Rio Carno, downtown business owners, addressed Council to request better communication and service from the Downtown Development Authority (DDA) for parking garage vouchers. Mayor Freel and Councilmember Powell both commented on their concerns.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Bates, to, by minute action: establish March 17, 2020, as the public hearing date for the consideration of Microbrewery Liquor License No. 7 for Oil City Beer Company, LLC, d/b/a Oil City Beer Company, located at 4155 Legion Lane Unit 4 and 6; and new Microbrewery Liquor License No. 4 for Brewstory, LLC d/b/a Frontier Brewing Co., located at 117 East 2nd Street. Motion passed.

8.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the replat, subdivision agreement and zone change creating the Garden Creek Square Addition No. 2 subdivision.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated February 14, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated February 17, 2020. City Manager Napier provided a brief report.

Speaking in support was Bill Fehringer, Civil Engineering Professionals, Inc. (CEPI). Speaking in opposition was Bernie Finch, 4391 Sunrise Dr. There being no others to speak for or against the issues involving the Garden Creek Square Addition No. 2, the public hearing was closed.

Following ordinance read:

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

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Councilmember Lutz asked about the layout of and building height within the development. City Manager Napier and Mr. Fehringer addressed her questions. Mayor Freel abstained. Motion passed.

8.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the vacation, replat, subdivision agreement and zone change for the proposed Greenway Park III Addition subdivision.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated February 14, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated February 17, 2020. City Manager Napier provided a brief report.

Speaking in support was Bill Fehringer, CEPI.

Speaking in opposition were: Vicky Primrose, Rustic Ridge Homeowner's Association President; Paul Wilhelm, 1922 Rustic Ridge; Heidi Wilhelm, 1922 Rustic Ridge; and Joel Kirk, 2724 Ali Circle. Liz Becher, Community Development Director, and Mr. Fehringer addressed questions presented by Mr. Wilhelm.

There being no others to speak for or against the issues involving the Greenway Park III Addition, the public hearing was closed.

Following ordinance read:

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

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Lutz. Several Councilmembers spoke in favor of the development. Councilmember Powell asked about the drainage in the area, which City Manager Napier addressed. Mayor Freel abstained. Motion passed.

8.A.3 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the replat, subdivision agreement and zone change for the proposed Kensington Heights Addition No. 1 subdivision.

City Attorney Henley entered two (2) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated January 12, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated January 2, 2020. City Manager Napier provided a brief report.

Speaking in support was Lisa Burrige, 421 S. Center. Speaking in opposition were: Joe Toups and Dean Brennan, Centennial Hills Home Owners Association (HOA); and Charmaine Reed, 2782 Boots Dr.

There being no others to speak for or against the issues involving Kensington Heights Addition No. 1, the public hearing was closed.

Following ordinance read:

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

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. Council discussed the matter. Councilmember Powell asked several questions about construction site standards, Planned Unit Development (PUD) standards, and contractor standards. City Manager Napier addressed these questions, and indicated that City required standards could be provided to the HOA. Mayor Freel abstained. Motion passed.

8.B PUBLIC HEARING - RESOLUTION

Mayor Freel opened the public hearing for the consideration of fiscal year 2020 budget amendment #2.

City Attorney Henley entered two (2) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated January 12, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated January 2, 2020. City Manager Napier provided a brief report.

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

Following resolution read:

RESOLUTION NO. 20-41
A RESOLUTION AMENDING THE CURRENT BUDGET FOR
THE FISCAL YEAR ENDING JUNE 20, 2020.

Councilmember Powell presented the foregoing resolution for adoption. Seconded by Councilmember Cathey. Motion passed.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

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.

RESOLUTION NO. 20-43

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH BLACK HILLS ENERGY TO INSTALL BURIED GAS LINES WITHIN CITY-OWNED PROPERTY.

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.

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.

RESOLUTION NO. 20-46

A RESOLUTION AUTHORIZING AN ACCESS EASEMENT TO THE PUBLIC ADJACENT THE DEWALD DIVIDE ADDITION.

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.

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.

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.

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.

RESOLUTION NO. 20-51

A RESOLUTION APPROVING THE VACATION AND REPLAT CREATING THE WHITE DOG ADDITION NO. 2 AND THE ASSOCIATED SUBDIVISION AGREEMENT.

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).

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

10. INTRODUCTION OF MEASURES AND PROPOSALS

Mayor Freel expressed concern over the comments regarding the DDA and instructed staff to follow-up with the DDA.

11. 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, March 10, 2020, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 17, 2020, in the Council Chambers.

At 7:50 p.m., it was moved Councilmember Pacheco, seconded by Councilmember Johnson, to adjourn into executive session to discuss litigation. Motion passed. Council moved into the Council meeting room.

At 8:13 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

12. ADJOURNMENT

At 8:14 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, 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 17, 2020

0970 CED

0970 CED	Buildings & Structures Fund	Flag Pole Light repair parts for Fire Station 2	\$43.87
<i>0970 CED - Total For Buildings & Structures Fund</i>			<i>\$43.87</i>

0970 CED - ALL DEPARTMENTS **\$43.87**

357 BURGERS

357 BURGERS	Police Administration	FAST FOOD RESTAURANTS	\$11.75
357 BURGERS	Police Administration	FAST FOOD RESTAURANTS	\$10.75
<i>357 BURGERS - Total For Police Administration</i>			<i>\$22.50</i>

357 BURGERS - ALL DEPARTMENTS **\$22.50**

5.11 TACTICAL.COM EC

5.11 TACTICAL.COM EC	Fire-EMS Operations	Uniforms	\$87.13
<i>5.11 TACTICAL.COM EC - Total For Fire-EMS Operations</i>			<i>\$87.13</i>

5.11 TACTICAL.COM EC - ALL DEPARTMENTS **\$87.13**

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Water - Distribution	CONSTRUCTION MATERIALS EZ STREET FOR STR	\$1,776.60
<i>71 CONSTRUCTION, INC - Total For Water - Distribution</i>			<i>\$1,776.60</i>

71 CONSTRUCTION, INC - ALL DEPARTMENTS **\$1,776.60**

7-ELEVEN 39510

7-ELEVEN 39510	Police Administration	AUTOMATED FUEL DISPENSERS	\$12.05
<i>7-ELEVEN 39510 - Total For Police Administration</i>			<i>\$12.05</i>

7-ELEVEN 39510 - ALL DEPARTMENTS **\$12.05**

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage	\$77.53
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$77.53</i>

A.M.B.I. & SHIPPING,	City Council	Postage	\$0.60
<i>A.M.B.I. & SHIPPING, - Total For City Council</i>			<i>\$0.60</i>
A.M.B.I. & SHIPPING,	City Manager	Postage	\$4.20
<i>A.M.B.I. & SHIPPING, - Total For City Manager</i>			<i>\$4.20</i>
A.M.B.I. & SHIPPING,	Customer Service	Postage	\$272.70
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			<i>\$272.70</i>
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage	\$0.60
<i>A.M.B.I. & SHIPPING, - Total For Health Insurance Fund</i>			<i>\$0.60</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$38.74
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$38.74</i>
A.M.B.I. & SHIPPING,	Metro Animal Fund - Admin	Postage	\$16.08
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Fund - Admin</i>			<i>\$16.08</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage	\$79.18
A.M.B.I. & SHIPPING,	Municipal Court	Postage	\$133.30
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$212.48</i>
A.M.B.I. & SHIPPING,	Parks - Parks Maint.	Postage	\$2.90
<i>A.M.B.I. & SHIPPING, - Total For Parks - Parks Maint.</i>			<i>\$2.90</i>
A.M.B.I. & SHIPPING,	Planning - Admin	Postage	\$11.65
<i>A.M.B.I. & SHIPPING, - Total For Planning - Admin</i>			<i>\$11.65</i>
A.M.B.I. & SHIPPING,	Police Administration	Postage	\$522.68
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$522.68</i>
A.M.B.I. & SHIPPING,	Police Grants Fund	Postage	\$10.20
<i>A.M.B.I. & SHIPPING, - Total For Police Grants Fund</i>			<i>\$10.20</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$31.64
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			<i>\$31.64</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$0.60
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$0.60</i>
A.M.B.I. & SHIPPING,	Traffic Control	Postage for Lang time clock repair	\$19.16
<i>A.M.B.I. & SHIPPING, - Total For Traffic Control</i>			<i>\$19.16</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,221.76

ABLE EQUIPMENT CO

ABLE EQUIPMENT CO	Refuse - Residential	222292 Skid Shoe	\$57.70
ABLE EQUIPMENT CO	Refuse - Residential	222292 Kick Stand	\$55.29
<i>ABLE EQUIPMENT CO - Total For Refuse - Residential</i>			<i>\$112.99</i>

ABLE EQUIPMENT CO - ALL DEPARTMENTS**\$112.99****ADECCO USA, INC.**

ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$465.60
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Labor	\$545.63

<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,593.23</i>
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ADECCO USA, INC. - ALL DEPARTMENTS**\$1,593.23****ADOBE CREATIVE CLOUD**

ADOBE CREATIVE CLOUD	Refuse - Recycling	ADOBE SOFTWARE FOR PLATTE RIVER REVIVAL	\$39.99
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<i>ADOBE CREATIVE CLOUD - Total For Refuse - Recycling</i>			<i>\$39.99</i>
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ADOBE CREATIVE CLOUD - ALL DEPARTMENTS**\$39.99****AED SUPERSTORE**

AED SUPERSTORE	Fire-EMS Operations	Heart Start Smart Pads	\$112.00
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<i>AED SUPERSTORE - Total For Fire-EMS Operations</i>			<i>\$112.00</i>
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AED SUPERSTORE - ALL DEPARTMENTS**\$112.00****AHERN RENTALS INC**

AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$135.00
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$276.92
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$135.00
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$135.00
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$310.05
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$202.50
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$161.88
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$208.40
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$343.04
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$202.50
AHERN RENTALS INC	Balefill - Disposal & Landfill	Service Pressure Washer	\$135.00

<i>AHERN RENTALS INC - Total For Balefill - Disposal & Landfill</i>			<i>\$2,245.29</i>
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AHERN RENTALS INC	Water - Distribution	SHOP PRESSURE WASHER SERVICE	\$131.20
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AHERN RENTALS INC - Total For Water - Distribution \$131.20

AHERN RENTALS INC - ALL DEPARTMENTS \$2,376.49

AIR INNOVATIONS

AIR INNOVATIONS General Fund Return of Financial Security Hogadon 18-096 \$6,882.00

AIR INNOVATIONS - Total For General Fund \$6,882.00

AIR INNOVATIONS - ALL DEPARTMENTS \$6,882.00

AIRGAS USA LLC

AIRGAS USA LLC Balefill - Baler Processing Baler Bldg Supplies \$12.20

AIRGAS USA LLC Balefill - Baler Processing PPE \$51.52

AIRGAS USA LLC Balefill - Baler Processing Gloves for Baler \$73.20

AIRGAS USA LLC - Total For Balefill - Baler Processing \$136.92

AIRGAS USA LLC Balefill - Diversion & Special Gloves \$103.80

AIRGAS USA LLC Balefill - Diversion & Special Gloves, Suits, Masks \$108.90

AIRGAS USA LLC Balefill - Diversion & Special Gloves \$62.28

AIRGAS USA LLC - Total For Balefill - Diversion & Special \$274.98

AIRGAS USA LLC Police Administration Carbon Dioxide Alum \$123.73

AIRGAS USA LLC Police Administration Msk Procdr \$348.23

AIRGAS USA LLC - Total For Police Administration \$471.96

AIRGAS USA LLC - ALL DEPARTMENTS \$883.86

AIRGAS USA, LLC

AIRGAS USA, LLC Police Administration UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR \$76.46

AIRGAS USA, LLC Police Administration UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR \$13.00

AIRGAS USA, LLC - Total For Police Administration \$89.46

AIRGAS USA, LLC Sewer Fund - Collection begonia panel fab parts \$71.43

AIRGAS USA, LLC - Total For Sewer Fund - Collection \$71.43

AIRGAS USA, LLC - ALL DEPARTMENTS \$160.89

ALBERTSONS #0060

ALBERTSONS #0060 Fire-EMS Administration Labor Management Meeting \$17.77

ALBERTSONS #0060 - Total For Fire-EMS Administration \$17.77

ALBERTSONS #0060	Ft. Caspar Museum	Docent Training Supplies	\$67.12
<i>ALBERTSONS #0060 - Total For Ft. Caspar Museum</i>			<i>\$67.12</i>
ALBERTSONS #0060	Human Resources	2 organges & 2 sleeves of cups for pretty water,	\$47.11
ALBERTSONS #0060	Human Resources	Pineapple cup, 1 cucumber, 2 lemons for pretty	\$4.78
<i>ALBERTSONS #0060 - Total For Human Resources</i>			<i>\$51.89</i>
ALBERTSONS #0060	Municipal Court	GROCERY STORES, SUPERMARKETS	\$63.86
<i>ALBERTSONS #0060 - Total For Municipal Court</i>			<i>\$63.86</i>
ALBERTSONS #0060 - ALL DEPARTMENTS			\$200.64

ALBERTSONS #0062

ALBERTSONS #0062	Fire-EMS Administration	Punch for Retirement Ceremony	\$1.49
<i>ALBERTSONS #0062 - Total For Fire-EMS Administration</i>			<i>\$1.49</i>
ALBERTSONS #0062	Metro Animal Fund - Admin	GROCERY STORES, SUPERMARKETS - Bacus Dogs	\$21.00
<i>ALBERTSONS #0062 - Total For Metro Animal Fund - Admin</i>			<i>\$21.00</i>
ALBERTSONS #0062	Water - Admin	Supplies for CPU Advisory Board meeting	\$15.97
<i>ALBERTSONS #0062 - Total For Water - Admin</i>			<i>\$15.97</i>
ALBERTSONS #0062	WWTP - Operations	Laundry detergent	\$15.99
<i>ALBERTSONS #0062 - Total For WWTP - Operations</i>			<i>\$15.99</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$54.45

ALBERTSONS #0177

ALBERTSONS #0177	Police Administration	GROCERY STORES, SUPERMARKETS	\$198.60
ALBERTSONS #0177	Police Administration	GROCERY STORES, SUPERMARKETS	\$135.68
<i>ALBERTSONS #0177 - Total For Police Administration</i>			<i>\$334.28</i>
ALBERTSONS #0177 - ALL DEPARTMENTS			\$334.28

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Water - Distribution	FIRE EXTINGUISHER & BRACKET	\$80.00
<i>ALL OUT FIRE EXTINGU - Total For Water - Distribution</i>			<i>\$80.00</i>
ALL OUT FIRE EXTINGU - ALL DEPARTMENTS			\$80.00

ALLURETECH

ALLURETECH	Miller St. Dormitory	Miller House Internet	\$42.00
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ALLURETECH - Total For Miller St. Dormitory \$42.00

ALLURETECH - ALL DEPARTMENTS \$42.00

ALPINE MOTOR SPORTS

ALPINE MOTOR SPORTS Capital Projects Fund AUTO AND TRUCK DEALERS-(NEW&USED)-SALE \$973.00

ALPINE MOTOR SPORTS - Total For Capital Projects Fund \$973.00

ALPINE MOTOR SPORTS Water - Distribution engine oil \$55.08

ALPINE MOTOR SPORTS - Total For Water - Distribution \$55.08

ALPINE MOTOR SPORTS - ALL DEPARTMENTS \$1,028.08

ALSCO

ALSCO Balefill - Baler Processing Uniforms \$82.16

ALSCO Balefill - Baler Processing Uniforms \$82.16

ALSCO - Total For Balefill - Baler Processing \$164.32

ALSCO Balefill - Disposal & Landfill Floor Mats \$53.50

ALSCO Balefill - Disposal & Landfill Rugs \$53.50

ALSCO - Total For Balefill - Disposal & Landfill \$107.00

ALSCO Refuse - Residential Uniforms \$56.10

ALSCO Refuse - Residential Uniforms \$56.10

ALSCO - Total For Refuse - Residential \$112.20

ALSCO Streets LCAS1324049, 5362, 6713, 8053 Uniforms \$392.96

ALSCO - Total For Streets \$392.96

ALSCO - ALL DEPARTMENTS \$776.48

ALSCO INC.

ALSCO INC. Fleet Maintenance Fund LAUNDRY SVC DEC 2019 \$662.60

ALSCO INC. - Total For Fleet Maintenance Fund \$662.60

ALSCO INC. WWTP - Operations LAUNDRY, CLEANING, AND GARMENT SERVICES \$494.68

ALSCO INC. - Total For WWTP - Operations \$494.68

ALSCO INC. - ALL DEPARTMENTS \$1,157.28

ALTITUDE SIGNAL LLC

ALTITUDE SIGNAL LLC Traffic Control Eltec time clock software update kit \$200.00

ALTITUDE SIGNAL LLC - Total For Traffic Control \$200.00

ALTITUDE SIGNAL LLC - ALL DEPARTMENTS \$200.00

AM SIGNAL, INC.

AM SIGNAL, INC. Traffic Control Shroud for for 4 section head at 2nd & Walsh \$106.08

AM SIGNAL, INC. - Total For Traffic Control \$106.08

AM SIGNAL, INC. - ALL DEPARTMENTS \$106.08

Amazon Prime

Amazon Prime Code Enforcement ERROR - AMAZON PRIME SUBSCRIPTION (\$13.64)

Amazon Prime Code Enforcement ERROR - AMAZON PRIME SUBSCRIPTION \$13.64

Amazon Prime Code Enforcement ERROR - AMAZON PRIME SUBSCRIPTION \$13.64

Amazon Prime Code Enforcement ERROR - AMAZON PRIME SUBSCRIPTIONS (\$13.64)

Amazon Prime Code Enforcement ERROR - AMAZON PRIME SUBSCRIPTION (\$13.64)

Amazon Prime Code Enforcement ERROR - AMAZON PRIME SUBSCRIPTION \$13.64

Amazon Prime - Total For Code Enforcement \$0.00

Amazon Prime - ALL DEPARTMENTS \$0.00

AMAZON.COM 1D6KI1433

AMAZON.COM 1D6KI1433 Aquatics - Operations Pool Test Chemicals \$99.88

AMAZON.COM 1D6KI1433 - Total For Aquatics - Operations \$99.88

AMAZON.COM 1D6KI1433 - ALL DEPARTMENTS \$99.88

AMAZON.COM 919T09V33

AMAZON.COM 919T09V33 Fire-EMS Training Multi-Function Dip Stand \$52.49

AMAZON.COM 919T09V33 - Total For Fire-EMS Training \$52.49

AMAZON.COM 919T09V33 - ALL DEPARTMENTS \$52.49

AMAZON.COM FN5GY2FD3

AMAZON.COM FN5GY2FD3 Fleet Maintenance Fund 4 CALENDARS PARTS WHSE \$32.84

AMAZON.COM FN5GY2FD3 - Total For Fleet Maintenance Fund \$32.84

AMAZON.COM FN5GY2FD3 - ALL DEPARTMENTS **\$32.84**

AMAZON.COM S284L02K3

AMAZON.COM S284L02K3 Municipal Court BOOK STORES \$46.26

AMAZON.COM S284L02K3 - Total For Municipal Court \$46.26

AMAZON.COM S284L02K3 - ALL DEPARTMENTS **\$46.26**

AMERICAN RED CROSS

AMERICAN RED CROSS Aquatics - Pool Lifeguard Certifications \$114.00

AMERICAN RED CROSS - Total For Aquatics - Pool \$114.00

AMERICAN RED CROSS - ALL DEPARTMENTS **\$114.00**

AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Disposal & Landfill Landfill Equipment Building Heat \$862.85

AMERIGAS - CASPER Balefill - Disposal & Landfill Forklift Fuel \$197.64

AMERIGAS - CASPER Balefill - Disposal & Landfill Propane for Forklift \$149.17

AMERIGAS - CASPER Balefill - Disposal & Landfill ESB Propane Heat \$769.77

AMERIGAS - CASPER Balefill - Disposal & Landfill Building Heat \$859.08

AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill \$2,838.51

AMERIGAS - CASPER Ice Arena - Operations PROPANE FOR OLY \$33.04

AMERIGAS - CASPER Ice Arena - Operations PROPANE FOR OLY \$45.30

AMERIGAS - CASPER - Total For Ice Arena - Operations \$78.34

AMERIGAS - CASPER - ALL DEPARTMENTS **\$2,916.85**

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Refuse - Commercial Cylinder Replacement \$3,443.05

AMERI-TECH EQUIPMENT - Total For Refuse - Commercial \$3,443.05

AMERI-TECH EQUIPMENT - ALL DEPARTMENTS **\$3,443.05**

AMZN Mktp US

AMZN Mktp US Balefill - Baler Processing VARIOUS ITEMS FOR CUSTOMER LOUNGE \$243.03

AMZN Mktp US - Total For Balefill - Baler Processing \$243.03

AMZN Mktp US	Balefill - Disposal & Landfill	VARIOUS ITEMS FOR CUSTOMER LOUNGE	\$27.98
<i>AMZN Mktp US - Total For Balefill - Disposal & Landfill</i>			<i>\$27.98</i>
AMZN Mktp US	Fleet Maintenance Fund	6 GRACO LUBE DISPENSERS 24V034	\$2,177.94
AMZN Mktp US	Fleet Maintenance Fund	INS CLAIM NO. 2329CA COMPRESSOR KIT 14143	\$341.89
<i>AMZN Mktp US - Total For Fleet Maintenance Fund</i>			<i>\$2,519.83</i>
AMZN Mktp US	Police Administration	BOOK STORES	\$158.85
AMZN Mktp US	Police Administration	BOOK STORES	\$47.98
AMZN Mktp US	Police Administration	BOOK STORES	\$39.85
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$246.68</i>
AMZN Mktp US	Police Animal Control	BOOK STORES	\$31.49
<i>AMZN Mktp US - Total For Police Animal Control</i>			<i>\$31.49</i>
AMZN Mktp US - ALL DEPARTMENTS			\$3,069.01

APPLEBEES GATE482482

APPLEBEES GATE482482	Streets	Meal for Casey L., John S. & Terry C.	\$77.25
<i>APPLEBEES GATE482482 - Total For Streets</i>			<i>\$77.25</i>
APPLEBEES GATE482482 - ALL DEPARTMENTS			\$77.25

ARAWAKA HANGING SYST

ARAWAKA HANGING SYST	Ft. Caspar Museum	Exhibit hardware	\$194.33
<i>ARAWAKA HANGING SYST - Total For Ft. Caspar Museum</i>			<i>\$194.33</i>
ARAWAKA HANGING SYST - ALL DEPARTMENTS			\$194.33

ASSN. OF METRO PLANN

ASSN. OF METRO PLANN	Metropolitan Planning Org	Yearly dues for the Association of Metropolitan	\$387.29
<i>ASSN. OF METRO PLANN - Total For Metropolitan Planning Org</i>			<i>\$387.29</i>
ASSN. OF METRO PLANN - ALL DEPARTMENTS			\$387.29

AT&T 051221271100

AT&T 051221271100	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$84.62
<i>AT&T 051221271100 - Total For Public Safety Communications</i>			<i>\$84.62</i>
AT&T 051221271100 - ALL DEPARTMENTS			\$84.62

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Misc. Supplies	\$281.54
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Scissors, Chairmat	\$53.84
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$335.38
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Misc. Supplies	\$36.70
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Scissors, Chairmat	\$15.55
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Stapler	\$23.73
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Toner Cartridge	\$97.67
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			\$173.65
ATLAS OFFICE PRODUCT	Customer Service	PAPER/DOWNSTAIRS CARTIDGES	\$71.51
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$71.51
ATLAS OFFICE PRODUCT	Finance	PAPER/DOWNSTAIRS CARTIDGES	\$71.51
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$71.51
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink Cartridges	\$188.78
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink Cartridges	\$328.82
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			\$517.60
ATLAS OFFICE PRODUCT	Fire-EMS Operations	Paper	\$33.49
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Operations</i>			\$33.49
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	NOTEBOOK W/DATES	\$8.23
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	CREDIT, INK CARTRIDGES	(\$325.09)
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	INK CARTRIDGES DANS PRINTER	\$363.93
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	4 NOTEBOOKS W/DATES	\$32.92
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			\$79.99
ATLAS OFFICE PRODUCT	Health Insurance Fund	PAPER/DOWNSTAIRS CARTIDGES	\$71.50
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			\$71.50
ATLAS OFFICE PRODUCT	Human Resources	5 Binders for fire negotiations, 7 packs of tab di	\$87.48
ATLAS OFFICE PRODUCT	Human Resources	1 Pack of AA batteries for office use	\$11.46
ATLAS OFFICE PRODUCT	Human Resources	PAPER/DOWNSTAIRS CARTIDGES	\$71.51
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			\$170.45
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	\$55.84
ATLAS OFFICE PRODUCT	Municipal Court	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$177.25
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	(\$357.04)
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	(\$73.18)
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	\$73.18
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	\$47.72

ATLAS OFFICE PRODUCT	Municipal Court	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$114.84
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	\$97.63
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$136.24</i>
ATLAS OFFICE PRODUCT	Planning - Admin	CLEAR HOLDER, SIGN STANDS LETTER SIZE (QUA	\$55.44
ATLAS OFFICE PRODUCT	Planning - Admin	Office Supplies - file for roll up materials	\$64.61
ATLAS OFFICE PRODUCT	Planning - Admin	OFFICE SUPPLIES - PAPER (4 CASES)	\$133.96
<i>ATLAS OFFICE PRODUCT - Total For Planning - Admin</i>			<i>\$254.01</i>
ATLAS OFFICE PRODUCT	Police Administration	Memory Card	\$27.50
ATLAS OFFICE PRODUCT	Police Administration	Envelopes, Paper	\$536.68
ATLAS OFFICE PRODUCT	Police Administration	Certificate Holder	\$59.95
ATLAS OFFICE PRODUCT	Police Administration	Misc. Supplies	\$159.11
ATLAS OFFICE PRODUCT	Police Administration	Disinfecting Wipes	\$23.10
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$806.34</i>
ATLAS OFFICE PRODUCT	Public Safety Communication	Cartridge	\$227.25
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			<i>\$227.25</i>
ATLAS OFFICE PRODUCT	Rec Center - Operations	CREDIT FOR RETURNED CLIPS	(\$7.42)
ATLAS OFFICE PRODUCT	Rec Center - Operations	CLIPS, MARKERS, MOUSEPAD	\$15.25
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Operations</i>			<i>\$7.83</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$352.80
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$352.80</i>
ATLAS OFFICE PRODUCT	Risk Management	PAPER/DOWNSTAIRS CARTIDGES	\$71.50
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$71.50</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$3,381.05

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Fire-EMS Operations	Fire Victims Handbook Printing	\$66.90
<i>ATLAS REPRODUCTION I - Total For Fire-EMS Operations</i>			<i>\$66.90</i>
ATLAS REPRODUCTION I	Golf - Operations	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$24.00
<i>ATLAS REPRODUCTION I - Total For Golf - Operations</i>			<i>\$24.00</i>
ATLAS REPRODUCTION I - ALL DEPARTMENTS			\$90.90

ATS ACOUSTICS

ATS ACOUSTICS	Metro Animal Fund - Admin	ATS Acoustic Art Panel (Quantity 2)	\$428.36
<i>ATS ACOUSTICS - Total For Metro Animal Fund - Admin</i>			<i>\$428.36</i>

ATS ACOUSTICS - ALL DEPARTMENTS**\$428.36****B & B RUBBER STAMP S**

B & B RUBBER STAMP S	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$47.95
<i>B & B RUBBER STAMP S - Total For Police Administration</i>			<i>\$47.95</i>

B & B RUBBER STAMP S - ALL DEPARTMENTS**\$47.95****BAD DADDY'S BURGER B**

BAD DADDY'S BURGER B	Fire-EMS Training	Meal while on a work trip in CO	\$45.45
<i>BAD DADDY'S BURGER B - Total For Fire-EMS Training</i>			<i>\$45.45</i>

BAD DADDY'S BURGER B - ALL DEPARTMENTS**\$45.45****BAILEY'S ACE HARDWAR**

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Ice melt, Extension cord	\$456.30
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Disinfectant	\$17.98
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$474.28</i>
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Fence Staple	\$18.99
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Glass Cleaner	\$10.76
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Mop, Tape, Anchor	\$47.54
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Misc. Paint supplies	\$80.84
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			<i>\$158.13</i>

BAILEY'S ACE HARDWAR - ALL DEPARTMENTS**\$632.41****BAILEYS ACE HDWE**

BAILEYS ACE HDWE	Aquatics - Pool	Ant Killer	\$14.97
<i>BAILEYS ACE HDWE - Total For Aquatics - Pool</i>			<i>\$14.97</i>
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	Supplies for SW Remodel	\$6.99
<i>BAILEYS ACE HDWE - Total For Balefill - Disposal & Landfill</i>			<i>\$6.99</i>
BAILEYS ACE HDWE	Ice Arena - Operations	CUSTODIAL SUPPLIES-CLEANING	\$63.93
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			<i>\$63.93</i>
BAILEYS ACE HDWE	Metro Animal Fund - Admin	HARDWARE STORES - ICE MELT	\$36.08
<i>BAILEYS ACE HDWE - Total For Metro Animal Fund - Admin</i>			<i>\$36.08</i>
BAILEYS ACE HDWE	Municipal Court	Office Supplies	\$7.96

<i>BAILEYS ACE HDWE - Total For Municipal Court</i>			\$7.96
BAILEYS ACE HDWE	Sewer Fund - Collection	key duplication, CCTV supplies	\$7.77
<i>BAILEYS ACE HDWE - Total For Sewer Fund - Collection</i>			\$7.77
BAILEYS ACE HDWE	WWTP - Operations	Hose	\$8.59
<i>BAILEYS ACE HDWE - Total For WWTP - Operations</i>			\$8.59
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$146.29

BARGREEN WYOMING

BARGREEN WYOMING	Aquatics - Pool	Sanitary Bags and Green Scour Pads	\$53.62
<i>BARGREEN WYOMING - Total For Aquatics - Pool</i>			\$53.62
BARGREEN WYOMING	Metro Animal Fund - Admin	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$28.33
<i>BARGREEN WYOMING - Total For Metro Animal Fund - Admin</i>			\$28.33
BARGREEN WYOMING - ALL DEPARTMENTS			\$81.95

BEACON ATHLETICS

BEACON ATHLETICS	Rec Center - Sports Programs	Athletic Field Supplies	\$261.92
<i>BEACON ATHLETICS - Total For Rec Center - Sports Programs</i>			\$261.92
BEACON ATHLETICS - ALL DEPARTMENTS			\$261.92

BEST BUY

BEST BUY	City Council	New Wireless Router for Council Chamber iPads	\$106.99
<i>BEST BUY - Total For City Council</i>			\$106.99
BEST BUY - ALL DEPARTMENTS			\$106.99

BEST WESTERN PLUS OC

BEST WESTERN PLUS OC	Police Administration	BEST WESTERN HOTELS	\$186.62
<i>BEST WESTERN PLUS OC - Total For Police Administration</i>			\$186.62
BEST WESTERN PLUS OC - ALL DEPARTMENTS			\$186.62

BIG LOTS STORES

BIG LOTS STORES	Metro Animal Fund - Admin	DISCOUNT STORES (Totes for mice proof storag	\$36.23
<i>BIG LOTS STORES - Total For Metro Animal Fund - Admin</i>			\$36.23

BIG LOTS STORES - ALL DEPARTMENTS**\$36.23****BLOEDORN LUMBER CASP**

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Supplies to install new vacuums at Service Cente	\$46.25
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Repair parts for freezer inspection at the 19th H	\$12.59
<i>BLOEDORN LUMBER CASP - Total For Buildings & Structures Fund</i>			<i>\$58.84</i>
BLOEDORN LUMBER CASP	Capital Projects Fund	HVAC Compressor replacement parts for Nicola	\$11.05
<i>BLOEDORN LUMBER CASP - Total For Capital Projects Fund</i>			<i>\$11.05</i>
BLOEDORN LUMBER CASP	Fire-EMS Training	Furring Strips, Tape Measure, Bolts, Nuts	\$40.37
<i>BLOEDORN LUMBER CASP - Total For Fire-EMS Training</i>			<i>\$40.37</i>

BLOEDORN LUMBER CASP - ALL DEPARTMENTS**\$110.26****BOSCH Automotive Ser**

BOSCH Automotive Ser	Fleet Maintenance Fund	BOSCH DIAGNOISTIC SUBSRIPTION RENEWAL-DI	\$1,195.31
BOSCH Automotive Ser	Fleet Maintenance Fund	BOSCH DIAGNOSTIC SUBSCRIPTION RENEWAL-B	\$1,800.00
<i>BOSCH Automotive Ser - Total For Fleet Maintenance Fund</i>			<i>\$2,995.31</i>

BOSCH Automotive Ser - ALL DEPARTMENTS**\$2,995.31****BOSCOS ITALIAN RESTA**

BOSCOS ITALIAN RESTA	Fire-EMS Training	Dinner for DC Assessors	\$115.94
<i>BOSCOS ITALIAN RESTA - Total For Fire-EMS Training</i>			<i>\$115.94</i>

BOSCOS ITALIAN RESTA - ALL DEPARTMENTS**\$115.94****BROWNELLS INC**

BROWNELLS INC	Police Administration	SPORTING GOODS STORES	\$97.56
<i>BROWNELLS INC - Total For Police Administration</i>			<i>\$97.56</i>

BROWNELLS INC - ALL DEPARTMENTS**\$97.56****BUDGET RENT A CAR**

BUDGET RENT A CAR	Police Administration	BUDGET RENT-A-CAR	\$221.06
<i>BUDGET RENT A CAR - Total For Police Administration</i>			<i>\$221.06</i>

BUDGET RENT A CAR - ALL DEPARTMENTS**\$221.06****BUREAU OF RECLAMATIO**

BUREAU OF RECLAMATIO Water - Tanks Kendrick Project Water \$308.82

BUREAU OF RECLAMATIO Water - Tanks Kendrick Water Usage 2019 \$14,873.87

BUREAU OF RECLAMATIO - Total For Water - Tanks \$15,182.69**BUREAU OF RECLAMATIO - ALL DEPARTMENTS****\$15,182.69****BURGER KING #12323**

BURGER KING #12323 Police Administration FAST FOOD RESTAURANTS \$11.00

BURGER KING #12323 - Total For Police Administration \$11.00**BURGER KING #12323 - ALL DEPARTMENTS****\$11.00****CAPITAL BUSINESS SYS**

CAPITAL BUSINESS SYS Fleet Maintenance Fund 2 MONTHLY CONTR INV FOR COPIER \$90.00

CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund \$90.00**CAPITAL BUSINESS SYS - ALL DEPARTMENTS****\$90.00****CASPER AMC**

CASPER AMC Police Administration VETERINARY SERVICES \$150.98

CASPER AMC Police Administration VETERINARY SERVICES \$24.75

CASPER AMC - Total For Police Administration \$175.73**CASPER AMC - ALL DEPARTMENTS****\$175.73****CASPER COLLEGE**

CASPER COLLEGE Police Administration COLLEGES, UNIVERSITIES, PROFESSIONAL SCH \$85.00

CASPER COLLEGE - Total For Police Administration \$85.00**CASPER COLLEGE - ALL DEPARTMENTS****\$85.00****CASPER CONTRACTORS S**

CASPER CONTRACTORS S Refuse - Residential THERMAL CLOTHING \$126.28

<i>CASPER CONTRACTORS S - Total For Refuse - Residential</i>			\$126.28
CASPER CONTRACTORS S	Sewer Fund - Collection	safety supplies	\$19.70
<i>CASPER CONTRACTORS S - Total For Sewer Fund - Collection</i>			\$19.70
CASPER CONTRACTORS S	Water - Distribution	pin flags & paint	\$143.70
<i>CASPER CONTRACTORS S - Total For Water - Distribution</i>			\$143.70
CASPER CONTRACTORS S - ALL DEPARTMENTS			\$289.68

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Balefill - Disposal & Landfill	2020 Lighting Replacements 19-057	\$9,900.00
<i>CASPER ELECTRIC, INC - Total For Balefill - Disposal & Landfill</i>			\$9,900.00
CASPER ELECTRIC, INC	Capital Projects Fund	2020 Lighting Replacements 19-057	103,502.50
<i>CASPER ELECTRIC, INC - Total For Capital Projects Fund</i>			\$103,502.50
CASPER ELECTRIC, INC - ALL DEPARTMENTS			\$113,402.50

CASPER FORD LINCOLN

CASPER FORD LINCOLN	Fleet Maintenance Fund	101215 REPLACE WATER PUMP	\$1,993.00
<i>CASPER FORD LINCOLN - Total For Fleet Maintenance Fund</i>			\$1,993.00
CASPER FORD LINCOLN - ALL DEPARTMENTS			\$1,993.00

CASPER HOUSING AUTHO

CASPER HOUSING AUTHO	Capital Projects Fund	LSC Building E Dec. 19	\$1,742.25
CASPER HOUSING AUTHO	Capital Projects Fund	LSC Building E Nov 19	\$16,407.57
CASPER HOUSING AUTHO	Capital Projects Fund	LSC Bldg E Jan 2020	\$54.93
CASPER HOUSING AUTHO	Capital Projects Fund	LSD Building E Jan 2020	\$2,557.25
<i>CASPER HOUSING AUTHO - Total For Capital Projects Fund</i>			\$20,762.00
CASPER HOUSING AUTHO - ALL DEPARTMENTS			\$20,762.00

CASPER MOUNTAIN MOTO

CASPER MOUNTAIN MOTO	WWTP - Operations	INSTALL TURN SIGN KIT & HORN / CREDIT FOR	(\$375.82)
CASPER MOUNTAIN MOTO	WWTP - Operations	ACCESSORY INSTALLED 660270, \$1060.60 WILL	\$2,003.70
<i>CASPER MOUNTAIN MOTO - Total For WWTP - Operations</i>			\$1,627.88
CASPER MOUNTAIN MOTO - ALL DEPARTMENTS			\$1,627.88

CASPER RECREATIONAL

CASPER RECREATIONAL	Ice Arena - Classes	SPORTING AND RECREATIONAL CAMPS	\$445.00
<i>CASPER RECREATIONAL - Total For Ice Arena - Classes</i>			<i>\$445.00</i>
CASPER RECREATIONAL - ALL DEPARTMENTS			\$445.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Refuse - Recycling	Notice of public hearing for river grant	\$134.60
<i>CASPER STAR TRIBUNE - Total For Refuse - Recycling</i>			<i>\$134.60</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$134.60

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	Mike Lansing Park 18-077 Ad for Bid	\$499.16
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$499.16</i>
CASPER STAR-TRIBUNE,	City Clerk	Council Minutes Pg.1	\$643.20
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$643.20</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$1,142.36

CASPER TIN SHOP

CASPER TIN SHOP	Capital Projects Fund	Install Electrical Air Handler and Condensor	\$7,357.00
<i>CASPER TIN SHOP - Total For Capital Projects Fund</i>			<i>\$7,357.00</i>
CASPER TIN SHOP - ALL DEPARTMENTS			\$7,357.00

CASPER TIRE

CASPER TIRE	Refuse - Commercial	222276 Semi Flat	\$35.00
CASPER TIRE	Refuse - Commercial	222298 Install new radio	\$529.19
CASPER TIRE	Refuse - Commercial	222262 Semi Flat	\$35.00
CASPER TIRE	Refuse - Commercial	2275 Semi Flat	\$35.00
CASPER TIRE	Refuse - Commercial	222262 Semi Flat	\$35.00
CASPER TIRE	Refuse - Commercial	222262 Semi Flat	\$35.00
CASPER TIRE	Refuse - Commercial	222262 Semi Flat	\$45.00
CASPER TIRE	Refuse - Commercial	222262 Semi Flat	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$794.19</i>

CASPER TIRE - ALL DEPARTMENTS**\$794.19****CASPER TIRE 0000705**

CASPER TIRE 0000705	Fleet Maintenance Fund	6 TIRES 230078	\$990.00
CASPER TIRE 0000705	Fleet Maintenance Fund	2 TIRES, BAL & SEALER 230075	\$470.00
CASPER TIRE 0000705	Fleet Maintenance Fund	FLAT REPAIR 070748	\$112.00
CASPER TIRE 0000705	Fleet Maintenance Fund	COMPL SWITHCH AND BALANCE 230086	\$40.00
CASPER TIRE 0000705	Fleet Maintenance Fund	230077 2 NEW TIRES	\$330.00

<i>CASPER TIRE 0000705 - Total For Fleet Maintenance Fund</i>			<i>\$1,942.00</i>
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CASPER TIRE 0000705 - ALL DEPARTMENTS**\$1,942.00****CASPER WINNELSON CO**

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for City Center toilet leak	\$129.05
CASPER WINNELSON CO	Buildings & Structures Fund	Urinal / Toilet repair parts for Hogadon Lodge	\$220.62

<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$349.67</i>
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CASPER WINNELSON CO	Capital Projects Fund	Backflow preventer parts for Ash St Building	\$86.17
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<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$86.17</i>
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CASPER WINNELSON CO	WWTP - Operations	Bushing	\$12.70
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CASPER WINNELSON CO	WWTP - Operations	Plumbing parts	\$33.85
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<i>CASPER WINNELSON CO - Total For WWTP - Operations</i>			<i>\$46.55</i>
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CASPER WINNELSON CO - ALL DEPARTMENTS**\$482.39****CASPER/NATRONA COUNT**

CASPER/NATRONA COUNT	Police Administration	AUTOMOBILE PARKING LOTS AND GARAGES	\$20.00
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<i>CASPER/NATRONA COUNT - Total For Police Administration</i>			<i>\$20.00</i>
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CASPER/NATRONA COUNT - ALL DEPARTMENTS**\$20.00****CCI HOTEL RESERVATIO**

CCI HOTEL RESERVATIO	Ft. Caspar Museum	TRAVEL AGENCIES	\$225.66
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<i>CCI HOTEL RESERVATIO - Total For Ft. Caspar Museum</i>			<i>\$225.66</i>
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CCI HOTEL RESERVATIO - ALL DEPARTMENTS**\$225.66**

CENTENNIAL SALES

CENTENNIAL SALES	Ice Arena - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$179.88
<i>CENTENNIAL SALES - Total For Ice Arena - Operations</i>			<i>\$179.88</i>
CENTENNIAL SALES - ALL DEPARTMENTS			\$179.88

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	070707 REPLACE DPF	\$2,012.53
<i>CENTRAL TRUCK & DIES - Total For Fleet Maintenance Fund</i>			<i>\$2,012.53</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$2,012.53

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water	February 2020 System Investment Charges	\$3,738.00
<i>CENTRAL WY. REGIONAL - Total For Water</i>			<i>\$3,738.00</i>
CENTRAL WY. REGIONAL	Water - Admin	Feb. 2020 Wholesale Water	242,180.89
<i>CENTRAL WY. REGIONAL - Total For Water - Admin</i>			<i>\$242,180.89</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$245,918.89

CENTRAL WY. RESCUE M

CENTRAL WY. RESCUE M	Capital Projects Fund	1% #16 Funding Jan-Mar 2020	\$7,290.25
CENTRAL WY. RESCUE M	Capital Projects Fund	1% #16 Funding Oct- Dec 2019	\$7,290.25
CENTRAL WY. RESCUE M	Capital Projects Fund	1% #16 Funding July-Sept 2019	\$7,290.25
<i>CENTRAL WY. RESCUE M - Total For Capital Projects Fund</i>			<i>\$21,870.75</i>
CENTRAL WY. RESCUE M - ALL DEPARTMENTS			\$21,870.75

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Voip	\$5.50
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$5.50</i>
CENTURYLINK	Balefill - Disposal & Landfill	Gas System Analogue	\$66.47
CENTURYLINK	Balefill - Disposal & Landfill	Voip	\$17.68
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$84.15</i>
CENTURYLINK	Buildings & Structures Fund	Voip	\$3.33
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$3.33</i>

CENTURYLINK	Cemetery	Voip	\$3.33
<i>CENTURYLINK - Total For Cemetery</i>			\$3.33
CENTURYLINK	City Attorney	Voip	\$12.15
<i>CENTURYLINK - Total For City Attorney</i>			\$12.15
CENTURYLINK	City Council	Voip	\$3.33
<i>CENTURYLINK - Total For City Council</i>			\$3.33
CENTURYLINK	City Hall	Voip	\$2.21
CENTURYLINK	City Hall	Phone Use	\$35.07
<i>CENTURYLINK - Total For City Hall</i>			\$37.28
CENTURYLINK	City Manager	Voip	\$7.74
<i>CENTURYLINK - Total For City Manager</i>			\$7.74
CENTURYLINK	Code Enforcement	Phone Use	\$65.08
CENTURYLINK	Code Enforcement	Voip	\$15.48
<i>CENTURYLINK - Total For Code Enforcement</i>			\$80.56
CENTURYLINK	Customer Service	Voip	\$7.74
CENTURYLINK	Customer Service	Phone Use	\$39.84
<i>CENTURYLINK - Total For Customer Service</i>			\$47.58
CENTURYLINK	Engineering	Voip	\$15.48
<i>CENTURYLINK - Total For Engineering</i>			\$15.48
CENTURYLINK	Finance	Voip	\$17.68
<i>CENTURYLINK - Total For Finance</i>			\$17.68
CENTURYLINK	Fire-EMS Administration	Phone Use	\$1,206.61
CENTURYLINK	Fire-EMS Administration	Voip	\$22.09
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$1,228.70
CENTURYLINK	Fleet Maintenance Fund	Voip	\$14.35
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$14.35
CENTURYLINK	Ft. Caspar Museum	Voip	\$3.33
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			\$3.33
CENTURYLINK	Golf - Operations	Voip	\$3.33
<i>CENTURYLINK - Total For Golf - Operations</i>			\$3.33
CENTURYLINK	Hogadon - Operations	Voip	\$11.03
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$11.03
CENTURYLINK	Human Resources	Voip	\$5.53
<i>CENTURYLINK - Total For Human Resources</i>			\$5.53
CENTURYLINK	Ice Arena - Operations	Phone Use	\$39.05
CENTURYLINK	Ice Arena - Operations	Voip	\$4.41

<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$43.46</i>
CENTURYLINK	Information Services	Voip	\$17.68
<i>CENTURYLINK - Total For Information Services</i>			<i>\$17.68</i>
CENTURYLINK	Meter Services	Voip	\$6.58
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$6.58</i>
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$39.07
CENTURYLINK	Metro Animal Fund - Admin	Voip	\$3.33
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			<i>\$42.40</i>
CENTURYLINK	Municipal Court	Voip	\$12.15
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$12.15</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.	Phone Use	\$46.95
CENTURYLINK	Parks - Parks Maint.	Voip	\$12.15
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$181.13</i>
CENTURYLINK	Planning - Admin	Voip	\$11.03
<i>CENTURYLINK - Total For Planning - Admin</i>			<i>\$11.03</i>
CENTURYLINK	Police Administration	Phone Use	\$358.83
CENTURYLINK	Police Administration	Voip	\$68.45
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$427.28</i>
CENTURYLINK	Public Safety Communication	Voip	\$2.21
CENTURYLINK	Public Safety Communication	Phone Use	\$10,960.06
CENTURYLINK	Public Safety Communication	Phone Use	\$179.92
CENTURYLINK	Public Safety Communication	Phone Use	\$300.80
CENTURYLINK	Public Safety Communication	Phone Use	\$492.10
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,935.09</i>
CENTURYLINK	Rec Center - Operations	Voip	\$8.82
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$8.82</i>
CENTURYLINK	Regional Water Operations	Voip	\$4.41
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$4.41</i>
CENTURYLINK	Risk Management	Voip	\$3.28
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$3.28</i>
CENTURYLINK	Sewer Fund - Collection	Voip	\$2.21
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$2.21</i>
CENTURYLINK	Streets	Phone Use	\$161.12

CENTURYLINK	Streets	Voip	\$7.74
<i>CENTURYLINK - Total For Streets</i>			\$168.86
CENTURYLINK	Water - Admin	Phone Use	\$195.24
CENTURYLINK	Water - Admin	Voip	\$4.41
<i>CENTURYLINK - Total For Water - Admin</i>			\$199.65
CENTURYLINK	Water - Distribution	Phone Use	\$39.05
CENTURYLINK	Water - Distribution	Voip	\$3.33
<i>CENTURYLINK - Total For Water - Distribution</i>			\$42.38
CENTURYLINK	Water - Tanks	Phone Use	\$52.73
<i>CENTURYLINK - Total For Water - Tanks</i>			\$52.73
CENTURYLINK	WWTP - Operations	Voip	\$6.62
<i>CENTURYLINK - Total For WWTP - Operations</i>			\$6.62
CENTURYLINK	WWTP - Regional Interceptor	Phone Use	\$1,779.65
<i>CENTURYLINK - Total For WWTP - Regional Interceptors</i>			\$1,779.65
CENTURYLINK - ALL DEPARTMENTS			\$16,655.89

CHEAPESTEES.COM

CHEAPESTEES.COM	Rec Center - Classes	Staff uniforms	\$400.00
<i>CHEAPESTEES.COM - Total For Rec Center - Classes</i>			\$400.00
CHEAPESTEES.COM	Rec Center - Operations	Staff uniforms	\$482.97
<i>CHEAPESTEES.COM - Total For Rec Center - Operations</i>			\$482.97
CHEAPESTEES.COM - ALL DEPARTMENTS			\$882.97

CHEVRON 0306666

CHEVRON 0306666	Police Administration	AUTOMATED FUEL DISPENSERS	\$25.35
<i>CHEVRON 0306666 - Total For Police Administration</i>			\$25.35
CHEVRON 0306666 - ALL DEPARTMENTS			\$25.35

CHEWY.COM

CHEWY.COM	Metro Animal Fund - Admin	PET SHOPS-PET FOOD AND SUPPLY STORES	Bac	\$221.26
<i>CHEWY.COM - Total For Metro Animal Fund - Admin</i>				\$221.26
CHEWY.COM - ALL DEPARTMENTS				\$221.26

CHEYENNE LITTLE AMER

CHEYENNE LITTLE AMER	Rec Center - Sports Programs	LODGING, HOTELS, MOTELS, RESORTS	\$114.95
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<i>CHEYENNE LITTLE AMER - Total For Rec Center - Sports Programs</i>			<i>\$114.95</i>
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CHEYENNE LITTLE AMER - ALL DEPARTMENTS			\$114.95
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CHICK-FIL-A #02833

CHICK-FIL-A #02833	Police Administration	FAST FOOD RESTAURANTS	\$8.01
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CHICK-FIL-A #02833	Police Administration	FAST FOOD RESTAURANTS	\$13.43
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<i>CHICK-FIL-A #02833 - Total For Police Administration</i>			<i>\$21.44</i>
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CHICK-FIL-A #02833 - ALL DEPARTMENTS			\$21.44
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CHICK-FIL-A #109

CHICK-FIL-A #109	Police Administration	FAST FOOD RESTAURANTS	\$9.38
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<i>CHICK-FIL-A #109 - Total For Police Administration</i>			<i>\$9.38</i>
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CHICK-FIL-A #109 - ALL DEPARTMENTS			\$9.38
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CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Street Sweeping	\$2,266.00
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<i>CITY OF CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$2,266.00</i>
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CITY OF CASPER	CATC - Operations	February 2020 Catc Workorder Charges	\$7,894.16
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CITY OF CASPER	CATC - Operations	February 2020 Fuel Charges	\$10,633.97
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<i>CITY OF CASPER - Total For CATC - Operations</i>			<i>\$18,528.13</i>
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CITY OF CASPER	Golf - Operations	Roll off fee 19th hole	\$458.70
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<i>CITY OF CASPER - Total For Golf - Operations</i>			<i>\$458.70</i>
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CITY OF CASPER	Hogadon - Operations	Balefill	\$27.03
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CITY OF CASPER	Hogadon - Operations	Balefill	\$21.42
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CITY OF CASPER	Hogadon - Operations	Balefill	\$18.00
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CITY OF CASPER	Hogadon - Operations	Balefill	\$18.00
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CITY OF CASPER	Hogadon - Operations	Balefill	\$542.79
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<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$627.24</i>
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CITY OF CASPER	Metro Animal Fund - Admin	Animal Cell- Partial Payment Per Connie	\$300.00
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<i>CITY OF CASPER - Total For Metro Animal Fund - Admin</i>			<i>\$300.00</i>
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CITY OF CASPER	Police Animal Control	PSCC Monthly User Fee	\$3,798.28
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CITY OF CASPER	Police Animal Control	PSCC Monthly User Fee	\$15,639.45
<i>CITY OF CASPER - Total For Police Animal Control</i>			<i>\$19,437.73</i>
CITY OF CASPER	Police State Grants	Legal/Medical	\$368.50
<i>CITY OF CASPER - Total For Police State Grants</i>			<i>\$368.50</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$455.43
CITY OF CASPER	Refuse - Residential	Balefill	\$5,826.24
CITY OF CASPER	Refuse - Residential	Balefill	\$5,496.93
CITY OF CASPER	Refuse - Residential	Balefill	\$5,349.39
CITY OF CASPER	Refuse - Residential	Balefill	\$4,635.90
CITY OF CASPER	Refuse - Residential	Balefill	\$4,966.53
CITY OF CASPER	Refuse - Residential	Balefill	\$5,834.91
CITY OF CASPER	Refuse - Residential	Balefill	\$5,837.97
CITY OF CASPER	Refuse - Residential	Balefill	\$4,807.77
CITY OF CASPER	Refuse - Residential	Balefill	\$5,337.30
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$48,548.37</i>
CITY OF CASPER	Sewer Fund - Admin	Sewer	390,982.38
<i>CITY OF CASPER - Total For Sewer Fund - Admin</i>			<i>\$390,982.38</i>
CITY OF CASPER	WWTP - Operations	Balefill	\$92.31
CITY OF CASPER	WWTP - Operations	Balefill	\$86.19
CITY OF CASPER	WWTP - Operations	Balefill	\$118.32
<i>CITY OF CASPER - Total For WWTP - Operations</i>			<i>\$296.82</i>
CITY OF CASPER - ALL DEPARTMENTS			\$481,813.87

CMI INC MOTO

CMI INC MOTO	Police Administration	GOVERNMENT SERVICES NOT ELSEWHERE CLAS	\$264.76
<i>CMI INC MOTO - Total For Police Administration</i>			<i>\$264.76</i>
CMI INC MOTO - ALL DEPARTMENTS			\$264.76

CMI TECO, INC.

CMI TECO, INC.	Fleet Maintenance Fund	ADJ TURN STOPS 660270 & CK ENG LT 70769	\$196.00
<i>CMI TECO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$196.00</i>
CMI TECO, INC.	Refuse - Commercial	222274 2014 Sideload	\$1,446.51
CMI TECO, INC.	Refuse - Commercial	222287 2018 Roll Off	\$930.64
CMI TECO, INC.	Refuse - Commercial	222289 2018 Sideload	\$2,095.13

CMI TECO, INC.	Refuse - Commercial	222286 2017 Side Load	\$657.62
CMI TECO, INC.	Refuse - Commercial	222276 2015 Front Load	\$4,021.75
CMI TECO, INC.	Refuse - Commercial	222272 2014 front load	\$1,059.49
CMI TECO, INC.	Refuse - Commercial	222284 2016 Sideload	\$694.72
CMI TECO, INC.	Refuse - Commercial	222275 2014 Side Load	\$509.02
CMI TECO, INC.	Refuse - Commercial	222288 2018 Front Load	\$555.11
CMI TECO, INC.	Refuse - Commercial	222273 2014 Front Load	\$7,873.99
CMI TECO, INC.	Refuse - Commercial	222275 2014 Side Load	\$1,489.15
CMI TECO, INC.	Refuse - Commercial	222284 2016 Side Load	\$5,228.61
CMI TECO, INC.	Refuse - Commercial	222272 2014 Front Load	\$1,688.51

CMI TECO, INC. - Total For Refuse - Commercial \$28,250.25

CMI TECO, INC. - ALL DEPARTMENTS \$28,446.25

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$132.62
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COASTAL CHEMICAL CO - Total For Regional Water Operations \$132.62

COASTAL CHEMICAL CO - ALL DEPARTMENTS \$132.62

COLLECTION CENTER IN

COLLECTION CENTER IN	Code Enforcement	Collection Fees	\$67.81
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COLLECTION CENTER IN - Total For Code Enforcement \$67.81

COLLECTION CENTER IN	Refuse - Residential	Collection Fees	\$136.93
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COLLECTION CENTER IN - Total For Refuse - Residential \$136.93

COLLECTION CENTER IN	Sewer Fund - Admin	Collection Fees	\$104.06
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COLLECTION CENTER IN - Total For Sewer Fund - Admin \$104.06

COLLECTION CENTER IN	Water - Admin	Collection Fees	\$306.71
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COLLECTION CENTER IN - Total For Water - Admin \$306.71

COLLECTION CENTER IN - ALL DEPARTMENTS \$615.51

COMMISSION ON ACCRED

COMMISSION ON ACCRED	Police Administration	Membership dues	\$200.00
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COMMISSION ON ACCRED - Total For Police Administration \$200.00

COMMISSION ON ACCRED - ALL DEPARTMENTS**\$200.00****COMMUNICATION TECHNO**

COMMUNICATION TECHNO	Balefill - Disposal & Landfill	BATTERY FOR SCALEHOUSE RADIO	\$86.00
<i>COMMUNICATION TECHNO - Total For Balefill - Disposal & Landfill</i>			<i>\$86.00</i>
COMMUNICATION TECHNO	Balefill - Diversion & Special	Impress Batteries	\$172.00
COMMUNICATION TECHNO	Balefill - Diversion & Special	BATTERY FOR SCALEHOUSE RADIO	\$86.00
<i>COMMUNICATION TECHNO - Total For Balefill - Diversion & Special</i>			<i>\$258.00</i>
COMMUNICATION TECHNO	Fire-EMS Administration	Cradle-point Install Engine 1	\$309.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Administration</i>			<i>\$309.00</i>
COMMUNICATION TECHNO	Fire-EMS Operations	Headset Repair, Windscreens, Retainer Ring	\$408.40
COMMUNICATION TECHNO	Fire-EMS Operations	Misc Installation of parts	\$990.85
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$1,399.25</i>
COMMUNICATION TECHNO	Fleet Maintenance Fund	REPAIR BROKEN COAX, MIRROR MNT 230080	\$158.58
COMMUNICATION TECHNO	Fleet Maintenance Fund	RADIO INSTALL 660274	\$367.12
<i>COMMUNICATION TECHNO - Total For Fleet Maintenance Fund</i>			<i>\$525.70</i>
COMMUNICATION TECHNO	Police Administration	Unit 298 Replaced map lights	\$51.50
COMMUNICATION TECHNO	Police Administration	Battery Separator	\$369.66
COMMUNICATION TECHNO	Police Administration	Removed old DVR, installed new	\$51.50
COMMUNICATION TECHNO	Police Administration	Upgraded firmware 26 portables	\$1,236.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$1,708.66</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$4,286.61

COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Disposal & Landfill	Service Air Compressors	\$1,395.14
COMPRESSION LEASING	Balefill - Disposal & Landfill	Service Air Compressors	\$945.00
<i>COMPRESSION LEASING - Total For Balefill - Disposal & Landfill</i>			<i>\$2,340.14</i>
COMPRESSION LEASING	Fleet Maintenance Fund	CK LOW PRESSURE AIR SYSTEM, AND CREDIT FO	\$71.79
<i>COMPRESSION LEASING - Total For Fleet Maintenance Fund</i>			<i>\$71.79</i>
COMPRESSION LEASING - ALL DEPARTMENTS			\$2,411.93

COMPUTER LOGIC INC

COMPUTER LOGIC INC	Balefill - Baler Processing	COMPUTER CABLES	\$38.90
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COMPUTER LOGIC INC - Total For Balefill - Baler Processing \$38.90

COMPUTER LOGIC INC - ALL DEPARTMENTS \$38.90

COMTRONIX, INC.

COMTRONIX, INC. Balefill - Disposal & Landfill Alarm Monitoring \$1,068.00

COMTRONIX, INC. - Total For Balefill - Disposal & Landfill \$1,068.00

COMTRONIX, INC. Balefill - Diversion & Special Data Cabling \$252.00

COMTRONIX, INC. - Total For Balefill - Diversion & Special \$252.00

COMTRONIX, INC. Buildings & Structures Fund City Hall alarm system work \$202.98

COMTRONIX, INC. Buildings & Structures Fund Alarm Monitoring \$359.00

COMTRONIX, INC. - Total For Buildings & Structures Fund \$561.98

COMTRONIX, INC. Fleet Maintenance Fund ALARM MONITORING JAN THRU MARCH 2020 \$168.00

COMTRONIX, INC. - Total For Fleet Maintenance Fund \$168.00

COMTRONIX, INC. Police Administration Alarm Monitoring \$150.00

COMTRONIX, INC. - Total For Police Administration \$150.00

COMTRONIX, INC. - ALL DEPARTMENTS \$2,199.98

CONTINUOUS ALCOHOL M

CONTINUOUS ALCOHOL M Municipal Court Alcohol Testing Per Old Judgement \$80.00

CONTINUOUS ALCOHOL M - Total For Municipal Court \$80.00

CONTINUOUS ALCOHOL M - ALL DEPARTMENTS \$80.00

CONVERGEONE

CONVERGEONE Capital Projects Fund Core Switching upgrades \$97,169.78

CONVERGEONE - Total For Capital Projects Fund \$97,169.78

CONVERGEONE - ALL DEPARTMENTS \$97,169.78

CONVERGEONE INC

CONVERGEONE INC Balefill - Disposal & Landfill Replacement Wi-Fi mount for SW remodel \$38.58

CONVERGEONE INC - Total For Balefill - Disposal & Landfill \$38.58

CONVERGEONE INC - ALL DEPARTMENTS \$38.58

CORNWELL BLACKETT EN

CORNWELL BLACKETT EN	Fleet Maintenance Fund	ELECT BATTERY TESTER	\$289.95
<i>CORNWELL BLACKETT EN - Total For Fleet Maintenance Fund</i>			<i>\$289.95</i>

CORNWELL BLACKETT EN - ALL DEPARTMENTS **\$289.95**

CPU IIT

CPU IIT	Fire-EMS Administration	One (1) Desktop computer	\$950.40
<i>CPU IIT - Total For Fire-EMS Administration</i>			<i>\$950.40</i>

CPU IIT	Fleet Maintenance Fund	PRINTER/COPIER	\$449.00
<i>CPU IIT - Total For Fleet Maintenance Fund</i>			<i>\$449.00</i>

CPU IIT	Information Services	Fan Replacement for MIS06	\$25.00
<i>CPU IIT - Total For Information Services</i>			<i>\$25.00</i>

CPU IIT	Public Safety Communication	replacement PCs for PSCC live wall	\$1,763.98
<i>CPU IIT - Total For Public Safety Communications</i>			<i>\$1,763.98</i>

CPU IIT	Rec Center - Admin	2 monitors, keyboard and mouse	\$469.00
<i>CPU IIT - Total For Rec Center - Admin</i>			<i>\$469.00</i>

CPU IIT - ALL DEPARTMENTS **\$3,657.38**

CRADLEPOINT INC

CRADLEPOINT INC	Fire-EMS Administration	NetCloud Mobile Essentials Renewal	\$3,780.00
<i>CRADLEPOINT INC - Total For Fire-EMS Administration</i>			<i>\$3,780.00</i>

CRADLEPOINT INC - ALL DEPARTMENTS **\$3,780.00**

CRAFT TROPHY

CRAFT TROPHY	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$940.20
<i>CRAFT TROPHY - Total For Police Administration</i>			<i>\$940.20</i>

CRAFT TROPHY - ALL DEPARTMENTS **\$940.20**

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Ballast repair parts for Metro Animal Shelter	\$13.75
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			<i>\$13.75</i>

CRESCENT ELECTRIC SU - ALL DEPARTMENTS **\$13.75**

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L Capital Projects Fund Center Street Railing Replacement \$15,831.00

CROWN CONSTRUCTION L - Total For Capital Projects Fund *\$15,831.00*

CROWN CONSTRUCTION L - ALL DEPARTMENTS **\$15,831.00**

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY Buildings & Structures Fund LED light bulbs for Metro Animal Shelter \$72.30

CRUM ELECTRIC SUPPLY Buildings & Structures Fund Ballast replacement parts for Metro Animal Shel \$265.00

CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund *\$337.30*

CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS **\$337.30**

CS CONSULTING

CS CONSULTING Balefill - Baler Processing Equipment Inspections \$910.00

CS CONSULTING - Total For Balefill - Baler Processing *\$910.00*

CS CONSULTING Balefill - Disposal & Landfill Equipment Inspections \$767.00

CS CONSULTING - Total For Balefill - Disposal & Landfill *\$767.00*

CS CONSULTING - ALL DEPARTMENTS **\$1,677.00**

DAKOTA FENCE COMPANY

DAKOTA FENCE COMPANY Traffic Control Black vinyl, wedge puller replacement parts \$981.30

DAKOTA FENCE COMPANY - Total For Traffic Control *\$981.30*

DAKOTA FENCE COMPANY - ALL DEPARTMENTS **\$981.30**

DANA KEPNER CO.

DANA KEPNER CO. Water - Distribution Gate valve w/gaskets \$550.00

DANA KEPNER CO. - Total For Water - Distribution *\$550.00*

DANA KEPNER CO. - ALL DEPARTMENTS **\$550.00**

DATAMARS

DATAMARS	Metro Animal Fund - Admin	MICROCHIPS	\$2,169.37
<i>DATAMARS - Total For Metro Animal Fund - Admin</i>			<i>\$2,169.37</i>
DATAMARS - ALL DEPARTMENTS			\$2,169.37

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	February Investment Fees	\$4,264.77
<i>DAVIDSON FIXED INCOM - Total For Weed & Pest Fund</i>			<i>\$4,264.77</i>
DAVIDSON FIXED INCOM - ALL DEPARTMENTS			\$4,264.77

DC FROST ASSOCIATES

DC FROST ASSOCIATES	WWTP - Operations	Wiper kits	\$40,320.74
<i>DC FROST ASSOCIATES - Total For WWTP - Operations</i>			<i>\$40,320.74</i>
DC FROST ASSOCIATES - ALL DEPARTMENTS			\$40,320.74

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	INSURANCE CLAIM NO. 2560CA/ 101215 WINDS	\$302.45
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INSTALL WINDSHIELD 230080	\$285.71
DECKER AUTO GLASS, I	Fleet Maintenance Fund	121263 LABOR/ DECKER RESEAL GLASS	\$95.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INSTALL WINDSHIELD 081048	\$247.73
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INS CLAIM 2329CA GLASS INSTALL/ LABOR	\$95.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INS CLAIM 2522CA 101298 WINDSHIELD	\$508.50
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INSURANCE CLAIM 101228 WINDSHIELD	\$302.45
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INS CLAIM 2412CA / 101268 INSTALL WINDSHIE	\$95.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INSURANCE CLAIM 141501 INSTALL GLASS	\$190.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INSURANCE CLAIM NO. 2650CA/ 101240 WINDS	\$509.04
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INSTALL WINDSHIELD 230090	\$250.34
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INSURANCE CLAIM NO. 2329CA/ 141432 INSTAL	\$190.00
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$3,071.22</i>
DECKER AUTO GLASS, I	Refuse - Commercial	222273 GLASS	\$193.61
<i>DECKER AUTO GLASS, I - Total For Refuse - Commercial</i>			<i>\$193.61</i>
DECKER AUTO GLASS, I	Water - Distribution	glass for bead blasting cabinet	\$46.08
<i>DECKER AUTO GLASS, I - Total For Water - Distribution</i>			<i>\$46.08</i>

DECKER AUTO GLASS, I - ALL DEPARTMENTS**\$3,310.91****DELL MARKETING LP**

DELL MARKETING LP	City Manager	one desktop computer, keyboard, four monitors	\$380.08
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<i>DELL MARKETING LP - Total For City Manager</i>			<i>\$380.08</i>
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DELL MARKETING LP	Fire-EMS Administration	One (1) Desktop computer	\$380.08
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DELL MARKETING LP	Fire-EMS Administration	HP 15.6 Notebook, 2 Monitors, Dock, Keyboard/	\$380.08
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<i>DELL MARKETING LP - Total For Fire-EMS Administration</i>			<i>\$760.16</i>
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DELL MARKETING LP	Information Services	VLA Azure Overage Reconcile Jan _Feb 2020	\$97.99
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<i>DELL MARKETING LP - Total For Information Services</i>			<i>\$97.99</i>
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DELL MARKETING LP	Public Safety Communication Office	Licenses for Live Wall replacement PCs	\$760.16
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<i>DELL MARKETING LP - Total For Public Safety Communications</i>			<i>\$760.16</i>
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DELL MARKETING LP - ALL DEPARTMENTS**\$1,998.39****DELTA 0068229051**

DELTA 0068229051	Fire-EMS Training	Fee for Luggage	\$30.00
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<i>DELTA 0068229051 - Total For Fire-EMS Training</i>			<i>\$30.00</i>
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DELTA 0068229051 - ALL DEPARTMENTS**\$30.00****DELTA 0068292643**

DELTA 0068292643	Fire-EMS Training	Luggage Fee	\$30.00
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<i>DELTA 0068292643 - Total For Fire-EMS Training</i>			<i>\$30.00</i>
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DELTA 0068292643 - ALL DEPARTMENTS**\$30.00****DELTA DENTAL PLAN OF**

DELTA DENTAL PLAN OF	Health Insurance Fund	January 2020 Dental	\$10,908.90
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<i>DELTA DENTAL PLAN OF - Total For Health Insurance Fund</i>			<i>\$10,908.90</i>
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DELTA DENTAL PLAN OF - ALL DEPARTMENTS**\$10,908.90****DENNIS SUPPLY CO.**

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC repair supplies for SW Scale House	\$10.94
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Supplies to test freezers at 19th Hole	\$141.45
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Freezer testing supplies for the 19th hole	\$106.28
DENNIS SUPPLY CO.	Buildings & Structures Fund	Returning Freezer testing supplies for 19th Hole	(\$46.78)
DENNIS SUPPLY CO.	Buildings & Structures Fund	Supplies to test freezers at 19th Hole	\$35.37
DENNIS SUPPLY CO.	Buildings & Structures Fund	Freezer testing supplies for 19th Hole	\$46.78
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$294.04</i>
DENNIS SUPPLY CO.	Capital Projects Fund	HVAC Compressor replacement parts for Nicola	\$8.91
DENNIS SUPPLY CO.	Capital Projects Fund	Parts to replace a compressor at the Nicolaysen	\$5.24
<i>DENNIS SUPPLY CO. - Total For Capital Projects Fund</i>			<i>\$14.15</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$308.19

DEWITT WATER SYSTEMS

DEWITT WATER SYSTEMS	Municipal Court	Water	\$56.80
DEWITT WATER SYSTEMS	Municipal Court	Water	\$43.10
DEWITT WATER SYSTEMS	Municipal Court	UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR	\$64.65
<i>DEWITT WATER SYSTEMS - Total For Municipal Court</i>			<i>\$164.55</i>
DEWITT WATER SYSTEMS - ALL DEPARTMENTS			\$164.55

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Balefill - Disposal & Landfill	Paint supplies for SW Remodel	\$63.62
DIAMOND VOGEL PAINTS	Balefill - Disposal & Landfill	Painting supplies for SW remodel	\$23.82
DIAMOND VOGEL PAINTS	Balefill - Disposal & Landfill	Painting Supplies for SW Remodel	\$10.95
<i>DIAMOND VOGEL PAINTS - Total For Balefill - Disposal & Landfill</i>			<i>\$98.39</i>
DIAMOND VOGEL PAINTS	Capital Projects Fund	Paint for concessions and restroom floors at No	\$79.18
DIAMOND VOGEL PAINTS	Capital Projects Fund	Supplies to paint North Casper Soccer Facilities	\$8.85
<i>DIAMOND VOGEL PAINTS - Total For Capital Projects Fund</i>			<i>\$88.03</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$186.42

DIANA RUIZ

DIANA RUIZ	Municipal Court	Interpreter	\$25.00
DIANA RUIZ	Municipal Court	Interpreter	\$25.00
<i>DIANA RUIZ - Total For Municipal Court</i>			<i>\$50.00</i>
DIANA RUIZ - ALL DEPARTMENTS			\$50.00

DIY AWARDS

DIY AWARDS	Fire-EMS Administration	Griswold Plaque	\$212.96
<i>DIY AWARDS - Total For Fire-EMS Administration</i>			<i>\$212.96</i>
DIY AWARDS - ALL DEPARTMENTS			\$212.96

DOLLAR TREE

DOLLAR TREE	Police Animal Control	VARIETY STORES	\$24.15
<i>DOLLAR TREE - Total For Police Animal Control</i>			<i>\$24.15</i>
DOLLAR TREE	Rec Center - Operations	VARIETY STORES	\$13.00
<i>DOLLAR TREE - Total For Rec Center - Operations</i>			<i>\$13.00</i>
DOLLAR TREE - ALL DEPARTMENTS			\$37.15

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	NaHypo	\$6,503.46
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$6,503.46</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$6,503.46

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Capital Projects Fund		\$9,225.00
<i>DYNAMIC CONTROLS INC - Total For Capital Projects Fund</i>			<i>\$9,225.00</i>
DYNAMIC CONTROLS INC - ALL DEPARTMENTS			\$9,225.00

E&F HOLDING CO.

E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$375.00
<i>E&F HOLDING CO. - Total For Police Administration</i>			<i>\$375.00</i>
E&F HOLDING CO. - ALL DEPARTMENTS			\$375.00

ELEARNING AMERICAN H

ELEARNING AMERICAN H	Fire-EMS Training	Advanced Cardiovascular Life Support Instructor	\$84.00
<i>ELEARNING AMERICAN H - Total For Fire-EMS Training</i>			<i>\$84.00</i>

ELEARNING AMERICAN H - ALL DEPARTMENTS **\$84.00**

EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI Fire-EMS Administration Medical Director Feb. 2020 \$899.40

EMERGENCY MEDICAL DI - Total For Fire-EMS Administration *\$899.40*

EMERGENCY MEDICAL DI - ALL DEPARTMENTS **\$899.40**

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME Buildings & Structures Fund Clothing Allowance \$68.26

EMPLOYEE REIMBURSEME Buildings & Structures Fund Clothing Allowance \$141.72

EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund *\$209.98*

EMPLOYEE REIMBURSEME Police Administration Clothing Allowance \$115.62

EMPLOYEE REIMBURSEME - Total For Police Administration *\$115.62*

EMPLOYEE REIMBURSEME Streets Work Boot Reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For Streets *\$150.00*

EMPLOYEE REIMBURSEME - ALL DEPARTMENTS **\$475.60**

ENERGY LABORATORIES

ENERGY LABORATORIES Fire-EMS Operations Natural Gas Analysis \$204.00

ENERGY LABORATORIES - Total For Fire-EMS Operations *\$204.00*

ENERGY LABORATORIES Regional Water Operations Lab Test TAS \$231.00

ENERGY LABORATORIES - Total For Regional Water Operations *\$231.00*

ENERGY LABORATORIES Water - Tanks TESTING \$374.00

ENERGY LABORATORIES Water - Tanks TESTING \$374.00

ENERGY LABORATORIES Water - Tanks TESTING \$374.00

ENERGY LABORATORIES - Total For Water - Tanks *\$1,122.00*

ENERGY LABORATORIES WWTP - Operations Lab testing \$27.00

ENERGY LABORATORIES - Total For WWTP - Operations *\$27.00*

ENERGY LABORATORIES - ALL DEPARTMENTS **\$1,584.00**

ENVIRONMENTAL EXPRES

ENVIRONMENTAL EXPRES WWTP - Operations Lab supplies \$138.02

ENVIRONMENTAL EXPRES - Total For WWTP - Operations *\$138.02*

ENVIRONMENTAL EXPRES - ALL DEPARTMENTS **\$138.02**

ETC INSTITUTE

ETC INSTITUTE	Capital Projects Fund	Draft of Final Report	\$2,400.00
ETC INSTITUTE	Capital Projects Fund	Survey Administration	\$3,600.00

ETC INSTITUTE - Total For Capital Projects Fund **\$6,000.00**

ETC INSTITUTE - ALL DEPARTMENTS **\$6,000.00**

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Lab Test Bromate	\$100.00
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EUROFINS EATON ANALY - Total For Regional Water Operations **\$100.00**

EUROFINS EATON ANALY - ALL DEPARTMENTS **\$100.00**

EXTREME TRUCK INC

EXTREME TRUCK INC	Fire-EMS Operations	Floor Liner	\$235.10
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EXTREME TRUCK INC - Total For Fire-EMS Operations **\$235.10**

EXTREME TRUCK INC - ALL DEPARTMENTS **\$235.10**

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$45.45
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$26.33
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EXXONMOBIL	Fire-EMS Operations	Good 2 Go	\$27.86
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EXXONMOBIL - Total For Fire-EMS Operations **\$99.64**

EXXONMOBIL	Fire-EMS Training	Fuel while traveling	\$53.71
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EXXONMOBIL - Total For Fire-EMS Training **\$53.71**

EXXONMOBIL - ALL DEPARTMENTS **\$153.35**

FACEBK 3DTLTREXJ2

FACEBK 3DTLTREXJ2	Police Administration	ADVERTISING SERVICES	\$60.95
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FACEBK 3DTLTREXJ2 - Total For Police Administration **\$60.95**

FACEBK 3DTLTREXJ2 - ALL DEPARTMENTS **\$60.95**

FAIRFIELD INN

FAIRFIELD INN	Police Administration	FAIRFIELD INN	\$99.00
<i>FAIRFIELD INN - Total For Police Administration</i>			<i>\$99.00</i>
FAIRFIELD INN - ALL DEPARTMENTS			\$99.00

FARMER BROTHERS CO

FARMER BROTHERS CO	Balefill - Baler Processing	Coffee and Misc.	\$230.36
FARMER BROTHERS CO	Balefill - Baler Processing	Half and Half	\$26.49
FARMER BROTHERS CO	Balefill - Baler Processing	Coffee and Supplies	\$212.60
<i>FARMER BROTHERS CO - Total For Balefill - Baler Processing</i>			<i>\$469.45</i>
FARMER BROTHERS CO - ALL DEPARTMENTS			\$469.45

FARMER BROTHERS COFF

FARMER BROTHERS COFF	Ice Arena - Concessions	MISC FOOD STORES-SPECIALITY,CONVENIENCE,	\$187.98
<i>FARMER BROTHERS COFF - Total For Ice Arena - Concessions</i>			<i>\$187.98</i>
FARMER BROTHERS COFF - ALL DEPARTMENTS			\$187.98

FASTENAL COMPANY

FASTENAL COMPANY	Water - Distribution	threadlocker & screws	\$25.00
<i>FASTENAL COMPANY - Total For Water - Distribution</i>			<i>\$25.00</i>
FASTENAL COMPANY - ALL DEPARTMENTS			\$25.00

FEDEX 91356700

FEDEX 91356700	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$45.23
<i>FEDEX 91356700 - Total For Police Administration</i>			<i>\$45.23</i>
FEDEX 91356700 - ALL DEPARTMENTS			\$45.23

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Meter Services	Blue wire flags (x 100)	\$17.72
<i>FERGUSON ENTERPRISES - Total For Meter Services</i>			<i>\$17.72</i>
FERGUSON ENTERPRISES	Regional Water Operations	Actiflo poly parts	\$16.64

FERGUSON ENTERPRISES - Total For Regional Water Operations \$16.64

FERGUSON ENTERPRISES - ALL DEPARTMENTS \$34.36

FIRE DEPT TRAINING N

FIRE DEPT TRAINING N Fire-EMS Administration Individual Membership \$60.00

FIRE DEPT TRAINING N - Total For Fire-EMS Administration \$60.00

FIRE DEPT TRAINING N - ALL DEPARTMENTS \$60.00

FIRST DATA MERCHANT

FIRST DATA MERCHANT Balefill - Disposal & Landfill January 2020 Fee \$13.24

FIRST DATA MERCHANT - Total For Balefill - Disposal & Landfill \$13.24

FIRST DATA MERCHANT Ft. Caspar Museum January 2020 \$16.25

FIRST DATA MERCHANT - Total For Ft. Caspar Museum \$16.25

FIRST DATA MERCHANT Hogadon - Admin January 2020 \$757.97

FIRST DATA MERCHANT - Total For Hogadon - Admin \$757.97

FIRST DATA MERCHANT Metro Animal Fund - Admin January 2020 Fees \$54.76

FIRST DATA MERCHANT - Total For Metro Animal Fund - Admin \$54.76

FIRST DATA MERCHANT Municipal Court December 2019 \$210.59

FIRST DATA MERCHANT - Total For Municipal Court \$210.59

FIRST DATA MERCHANT - ALL DEPARTMENTS \$1,052.81

FOREMANS QUALITY MAC

FOREMANS QUALITY MAC Fleet Maintenance Fund DRILL 2 FLANGES 070980 \$548.73

FOREMANS QUALITY MAC - Total For Fleet Maintenance Fund \$548.73

FOREMANS QUALITY MAC - ALL DEPARTMENTS \$548.73

FREMONT MOTOR CASPER

FREMONT MOTOR CASPER Fleet Maintenance Fund 101301 REPAIRS AT FREMONT MOTORS LOW V \$269.30

FREMONT MOTOR CASPER - Total For Fleet Maintenance Fund \$269.30

FREMONT MOTOR CASPER - ALL DEPARTMENTS \$269.30

FS realtaxtools

FS realtaxtools	Health Insurance Fund	SOFTWARE TO PROCESS 2019 1095-C FORMS	\$353.42
<i>FS realtaxtools - Total For Health Insurance Fund</i>			<i>\$353.42</i>
FS realtaxtools - ALL DEPARTMENTS			\$353.42

FULL SOURCE LLC

FULL SOURCE LLC	Fire-EMS Operations	Safety Vest	\$225.68
<i>FULL SOURCE LLC - Total For Fire-EMS Operations</i>			<i>\$225.68</i>
FULL SOURCE LLC - ALL DEPARTMENTS			\$225.68

G AND R CONTROLS INC

G AND R CONTROLS INC	Buildings & Structures Fund	HVAC repair parts for Service Center	\$648.97
<i>G AND R CONTROLS INC - Total For Buildings & Structures Fund</i>			<i>\$648.97</i>
G AND R CONTROLS INC - ALL DEPARTMENTS			\$648.97

GALLS

GALLS	Fire-EMS Operations	Helmet and Eyeshield	\$522.73
<i>GALLS - Total For Fire-EMS Operations</i>			<i>\$522.73</i>
GALLS - ALL DEPARTMENTS			\$522.73

GALLS, INC.

GALLS, INC.	Police Administration	Men's Base Crew	\$67.66
GALLS, INC.	Police Administration	Men's Base legging	\$77.34
GALLS, INC.	Police Administration	Bearing Holster	\$162.96
GALLS, INC.	Police Administration	Trooper Boot	\$314.10
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$622.06</i>
GALLS, INC. - ALL DEPARTMENTS			\$622.06

G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Refuse - Residential	Rewired Safety Edge Door #9	\$135.00
<i>G-C BUILDING SUPPLY - Total For Refuse - Residential</i>			<i>\$135.00</i>
G-C BUILDING SUPPLY - ALL DEPARTMENTS			\$135.00

GEM CITY ROOFING INC

GEM CITY ROOFING INC	Capital Projects Fund	Installing new snow retention	\$36,338.70
<i>GEM CITY ROOFING INC - Total For Capital Projects Fund</i>			<i>\$36,338.70</i>
GEM CITY ROOFING INC	General Fund	Return of Financial Security CEC Roof 17-074	\$2,951.50
<i>GEM CITY ROOFING INC - Total For General Fund</i>			<i>\$2,951.50</i>
GEM CITY ROOFING INC - ALL DEPARTMENTS			\$39,290.20

GEORGE T SANDERS

GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair parts for the Recreation Center	\$153.10
<i>GEORGE T SANDERS - Total For Buildings & Structures Fund</i>			<i>\$153.10</i>
GEORGE T SANDERS - ALL DEPARTMENTS			\$153.10

GLOBAL EQUIPMENT COM

GLOBAL EQUIPMENT COM	Balefill - Diversion & Special	Plastic Totes	\$1,249.65
<i>GLOBAL EQUIPMENT COM - Total For Balefill - Diversion & Special</i>			<i>\$1,249.65</i>
GLOBAL EQUIPMENT COM - ALL DEPARTMENTS			\$1,249.65

GLOCK PROFESSIONAL I

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

GOBLE SAMPSON ASSOC.

GOBLE SAMPSON ASSOC.	WWTP - Operations	Tubing	\$495.92
<i>GOBLE SAMPSON ASSOC. - Total For WWTP - Operations</i>			<i>\$495.92</i>
GOBLE SAMPSON ASSOC. - ALL DEPARTMENTS			\$495.92

GOLF SAFETY

GOLF SAFETY	Parks - Parks Maint.	Safety Training resource	\$95.00
<i>GOLF SAFETY - Total For Parks - Parks Maint.</i>			<i>\$95.00</i>

GOLF SAFETY - ALL DEPARTMENTS **\$95.00**

GOODYEAR COMMERCIAL

GOODYEAR COMMERCIAL Fleet Maintenance Fund DISMOUNT TIRES \$204.50

GOODYEAR COMMERCIAL - Total For Fleet Maintenance Fund *\$204.50*

GOODYEAR COMMERCIAL - ALL DEPARTMENTS **\$204.50**

GRAINGER, INC.

GRAINGER, INC. Aquatics - Operations Power Box Light Bulbs \$76.34

GRAINGER, INC. - Total For Aquatics - Operations *\$76.34*

GRAINGER, INC. Buildings & Structures Fund BAS Shop Supplies \$33.88

GRAINGER, INC. Buildings & Structures Fund HVAC repair parts for Water Distribution Garage \$127.04

GRAINGER, INC. - Total For Buildings & Structures Fund *\$160.92*

GRAINGER, INC. Capital Projects Fund Plumbing repair parts for North Casper Clubhou \$20.12

GRAINGER, INC. Capital Projects Fund Supplies to install new HVAC compressor at the \$21.08

GRAINGER, INC. - Total For Capital Projects Fund *\$41.20*

GRAINGER, INC. Fleet Maintenance Fund BIN BOXES FOR NAPA \$45.00

GRAINGER, INC. - Total For Fleet Maintenance Fund *\$45.00*

GRAINGER, INC. WWTP - Operations Filters \$197.28

GRAINGER, INC. - Total For WWTP - Operations *\$197.28*

GRAINGER, INC. - ALL DEPARTMENTS **\$520.74**

GSG ARCHITECTURE

GSG ARCHITECTURE Capital Projects Fund Fire Station No. 5 \$904.15

GSG ARCHITECTURE - Total For Capital Projects Fund *\$904.15*

GSG ARCHITECTURE - ALL DEPARTMENTS **\$904.15**

GULF STATES DISTRIBU

GULF STATES DISTRIBU Police Administration .40 180 gr Case, 9mm 124gr Case \$9,100.00

GULF STATES DISTRIBU - Total For Police Administration *\$9,100.00*

GULF STATES DISTRIBU - ALL DEPARTMENTS **\$9,100.00**

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$185.00
<i>GUS GLOBALSTAR USA - Total For Public Safety Communications</i>			<i>\$185.00</i>
GUS GLOBALSTAR USA - ALL DEPARTMENTS			\$185.00

HAASS CONSTRUCTION C

HAASS CONSTRUCTION C	Capital Projects Fund	Casper Ice Arena Chiller Replacement 15-58	\$89,547.30
<i>HAASS CONSTRUCTION C - Total For Capital Projects Fund</i>			<i>\$89,547.30</i>
HAASS CONSTRUCTION C - ALL DEPARTMENTS			\$89,547.30

HACH CO., CORP.

HACH CO., CORP.	Water - Tanks	LAB SUPPLIES	\$1,205.89
<i>HACH CO., CORP. - Total For Water - Tanks</i>			<i>\$1,205.89</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$1,205.89

HAMPTON INNS

HAMPTON INNS	Fire-EMS Training	Lodging while at Mid Winter Fire School	\$104.64
<i>HAMPTON INNS - Total For Fire-EMS Training</i>			<i>\$104.64</i>
HAMPTON INNS - ALL DEPARTMENTS			\$104.64

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Regional Water Operations	Digital Tape Measure	\$18.98
<i>HARBOR FREIGHT TOOLS - Total For Regional Water Operations</i>			<i>\$18.98</i>
HARBOR FREIGHT TOOLS	Water - Distribution	TOOLS/SUPPLIES FOR NEW TRUCKS	\$117.37
<i>HARBOR FREIGHT TOOLS - Total For Water - Distribution</i>			<i>\$117.37</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$136.35

HARDLINE EQUIPMENT L

HARDLINE EQUIPMENT L	Refuse - Residential	Street Sweeper	269,332.00
<i>HARDLINE EQUIPMENT L - Total For Refuse - Residential</i>			<i>\$269,332.00</i>

HARDLINE EQUIPMENT L - ALL DEPARTMENTS**\$269,332.00****HDR ENGINEERING, INC**

HDR ENGINEERING, INC	WWTP - Operations	WWTP Boiler Replacement 17-068	\$1,181.42
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<i>HDR ENGINEERING, INC - Total For WWTP - Operations</i>			<i>\$1,181.42</i>
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HDR ENGINEERING, INC - ALL DEPARTMENTS**\$1,181.42****HELM-FORD DIAG SOFTW**

HELM-FORD DIAG SOFTW	Fleet Maintenance Fund	UPDATE FORD DIAGNOSTIC SOFTWARE	\$761.25
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<i>HELM-FORD DIAG SOFTW - Total For Fleet Maintenance Fund</i>			<i>\$761.25</i>
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HELM-FORD DIAG SOFTW - ALL DEPARTMENTS**\$761.25****HENSLEY BATTERY&ELEC**

HENSLEY BATTERY&ELEC	WWTP - Regional Interceptor Battery		\$283.08
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<i>HENSLEY BATTERY&ELEC - Total For WWTP - Regional Interceptors</i>			<i>\$283.08</i>
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HENSLEY BATTERY&ELEC - ALL DEPARTMENTS**\$283.08****HOBBY-LOBBY #0233**

HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	SCALEHOUSE REMODEL	\$19.98
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<i>HOBBY-LOBBY #0233 - Total For Balefill - Disposal & Landfill</i>			<i>\$19.98</i>
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HOBBY-LOBBY #0233 - ALL DEPARTMENTS**\$19.98****HOMAX OIL SALES INC**

HOMAX OIL SALES INC	WWTP - Operations	Fuel, solvent	\$933.32
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<i>HOMAX OIL SALES INC - Total For WWTP - Operations</i>			<i>\$933.32</i>
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HOMAX OIL SALES INC - ALL DEPARTMENTS**\$933.32****HOMAX OIL SALES, INC**

HOMAX OIL SALES, INC	Hogadon - Operations	Bulk Fuel	\$6,101.07
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<i>HOMAX OIL SALES, INC - Total For Hogadon - Operations</i>			<i>\$6,101.07</i>
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HOMAX OIL SALES, INC	Water - Distribution	Fuel	\$3,564.79
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<i>HOMAX OIL SALES, INC - Total For Water - Distribution</i>			\$3,564.79
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$9,665.86

HOMEDEPOT.COM

HOMEDEPOT.COM	Fire-EMS Operations	Workbench with drawer	\$282.45
<i>HOMEDEPOT.COM - Total For Fire-EMS Operations</i>			<i>\$282.45</i>
HOMEDEPOT.COM	Meter Services	Cordless Grinder and Sander	\$399.01
<i>HOMEDEPOT.COM - Total For Meter Services</i>			<i>\$399.01</i>
HOMEDEPOT.COM - ALL DEPARTMENTS			\$681.46

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Water - Distribution	OIL	\$72.87
<i>HONNEN EQUIPMENT CO. - Total For Water - Distribution</i>			<i>\$72.87</i>
HONNEN EQUIPMENT CO. - ALL DEPARTMENTS			\$72.87

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Fleet Maintenance Fund	HOSE ASY 131334	\$73.75
<i>HOSE & RUBBER SUPPLY - Total For Fleet Maintenance Fund</i>			<i>\$73.75</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$73.75

HOTELBOOKINGSERVFEE

HOTELBOOKINGSERVFEE	Ft. Caspar Museum	LODGING, HOTELS, MOTELS, RESORTS	\$12.99
<i>HOTELBOOKINGSERVFEE - Total For Ft. Caspar Museum</i>			<i>\$12.99</i>
HOTELBOOKINGSERVFEE	Police Administration	LODGING, HOTELS, MOTELS, RESORTS	\$7.99
<i>HOTELBOOKINGSERVFEE - Total For Police Administration</i>			<i>\$7.99</i>
HOTELBOOKINGSERVFEE - ALL DEPARTMENTS			\$20.98

HOTELSCOM92063488369

HOTELSCOM92063488369	Police Administration	TRAVEL AGENCIES	\$205.94
HOTELSCOM92063488369	Police Administration	TRAVEL AGENCIES	(\$205.94)
<i>HOTELSCOM92063488369 - Total For Police Administration</i>			<i>\$0.00</i>

HOTELSCOM92063488369 - ALL DEPARTMENTS**\$0.00****HOTSY EQUIPMENT OF W**

HOTSY EQUIPMENT OF W	Fleet Maintenance Fund	151550 REPAIR PRESSURE WASHER	\$264.40
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<i>HOTSY EQUIPMENT OF W - Total For Fleet Maintenance Fund</i>			<i>\$264.40</i>
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HOTSY EQUIPMENT OF W - ALL DEPARTMENTS**\$264.40****HQ SOUTHERN BBQ LLC**

HQ SOUTHERN BBQ LLC	Sewer Fund - Collection	wastewater operator's week luncheon	\$115.57
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<i>HQ SOUTHERN BBQ LLC - Total For Sewer Fund - Collection</i>			<i>\$115.57</i>
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HQ SOUTHERN BBQ LLC	Water - Distribution	Water worker's lunch	\$260.00
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<i>HQ SOUTHERN BBQ LLC - Total For Water - Distribution</i>			<i>\$260.00</i>
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HQ SOUTHERN BBQ LLC	WWTP - Operations	wastewater operator's week luncheon	\$201.92
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<i>HQ SOUTHERN BBQ LLC - Total For WWTP - Operations</i>			<i>\$201.92</i>
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HQ SOUTHERN BBQ LLC - ALL DEPARTMENTS**\$577.49****HUB FLOOR COVERING I**

HUB FLOOR COVERING I	Golf - Operations	Carpet Stripper Rental	\$360.00
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<i>HUB FLOOR COVERING I - Total For Golf - Operations</i>			<i>\$360.00</i>
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HUB FLOOR COVERING I - ALL DEPARTMENTS**\$360.00****IACP**

IACP	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$75.00
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IACP	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$190.00
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IACP	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$75.00
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IACP	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$190.00
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IACP	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$190.00
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<i>IACP - Total For Police Administration</i>			<i>\$720.00</i>
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IACP - ALL DEPARTMENTS**\$720.00****IESBOOKSTORE**

IESBOOKSTORE	Rec Center - Sports Programs	Field Lighting Specs Book	\$91.80
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IESBOOKSTORE - Total For Rec Center - Sports Programs \$91.80

IESBOOKSTORE - ALL DEPARTMENTS \$91.80

IMS INFRASTRUCTURE M

IMS INFRASTRUCTURE M Capital Projects Fund Pavement Condition Survey 18-094 \$3,500.00

IMS INFRASTRUCTURE M - Total For Capital Projects Fund \$3,500.00

IMS INFRASTRUCTURE M - ALL DEPARTMENTS \$3,500.00

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE Capital Projects Fund 2020 Geotech 19-055 \$5,485.00

INBERG-MILLER ENGINE - Total For Capital Projects Fund \$5,485.00

INBERG-MILLER ENGINE - ALL DEPARTMENTS \$5,485.00

INSTITUTE OF TRANSPO

INSTITUTE OF TRANSPO Engineering 2020 Annual Membership dues \$308.00

INSTITUTE OF TRANSPO - Total For Engineering \$308.00

INSTITUTE OF TRANSPO - ALL DEPARTMENTS \$308.00

INTERSTATE ALL BATTE

INTERSTATE ALL BATTE Regional Water Operations Batteries Exit Signs \$31.50

INTERSTATE ALL BATTE - Total For Regional Water Operations \$31.50

INTERSTATE ALL BATTE Traffic Control battery for S Poplar & 13th speed sentry \$109.35

INTERSTATE ALL BATTE Traffic Control Battery for Poplar & Collins speed sentry \$109.35

INTERSTATE ALL BATTE - Total For Traffic Control \$218.70

INTERSTATE ALL BATTE - ALL DEPARTMENTS \$250.20

INTUIT, INC.

INTUIT, INC. Balefill - Disposal & Landfill CROSLEY CLEANING \$375.00

INTUIT, INC. - Total For Balefill - Disposal & Landfill \$375.00

INTUIT, INC. Buildings & Structures Fund Suit Spinner repair parts for Aquatic Center \$56.80

INTUIT, INC. - Total For Buildings & Structures Fund \$56.80

INTUIT, INC. Capital Projects Fund Scoreboard Installation \$840.00

<i>INTUIT, INC. - Total For Capital Projects Fund</i>			<i>\$840.00</i>
INTUIT, INC.	Fire-EMS Operations	World Wash - Clean and Degrease Kitchen Staio	\$550.00
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$550.00</i>
INTUIT, INC.	Fleet Maintenance Fund	FRICTION FREE ALL IN ONE AND PTH PRE-SOAK (\$1,023.30
INTUIT, INC.	Fleet Maintenance Fund	INSURANCE CLAIM 191941/ PAINTLESS DENT RE	\$1,935.00
<i>INTUIT, INC. - Total For Fleet Maintenance Fund</i>			<i>\$2,958.30</i>
INTUIT, INC.	Metropolitan Planning Org	Business Cards for MPO Supervisor	\$38.00
<i>INTUIT, INC. - Total For Metropolitan Planning Org</i>			<i>\$38.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$4,818.10

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	Regional Water Operations	Decant Pump	\$209.20
<i>ITC ELECTRICAL TECHN - Total For Regional Water Operations</i>			<i>\$209.20</i>
ITC ELECTRICAL TECHN - ALL DEPARTMENTS			\$209.20

JB MACHINE AND MANUF

JB MACHINE AND MANUF	Water - Distribution	REAMING OF SLEEVES	\$500.00
<i>JB MACHINE AND MANUF - Total For Water - Distribution</i>			<i>\$500.00</i>
JB MACHINE AND MANUF - ALL DEPARTMENTS			\$500.00

JINYA RAMEN BAR

JINYA RAMEN BAR	Police Administration	EATING PLACES, RESTAURANTS	\$23.15
JINYA RAMEN BAR	Police Administration	EATING PLACES, RESTAURANTS	\$28.46
<i>JINYA RAMEN BAR - Total For Police Administration</i>			<i>\$51.61</i>
JINYA RAMEN BAR - ALL DEPARTMENTS			\$51.61

KELLYS ALIGNMENT AND

KELLYS ALIGNMENT AND	Fleet Maintenance Fund	101225 ALIGNMENT	\$65.00
KELLYS ALIGNMENT AND	Fleet Maintenance Fund	101252 ALIGNMENT	\$65.00
<i>KELLYS ALIGNMENT AND - Total For Fleet Maintenance Fund</i>			<i>\$130.00</i>
KELLYS ALIGNMENT AND - ALL DEPARTMENTS			\$130.00

KFC/AW #445

KFC/AW #445	Streets	Lunch for Casey L., John S. & Terry C.	\$32.99
<i>KFC/AW #445 - Total For Streets</i>			<i>\$32.99</i>

KFC/AW #445 - ALL DEPARTMENTS

\$32.99

LAPEL PINS PLUS

LAPEL PINS PLUS	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$5,400.00
LAPEL PINS PLUS	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$1,960.00
<i>LAPEL PINS PLUS - Total For Police Administration</i>			<i>\$7,360.00</i>

LAPEL PINS PLUS - ALL DEPARTMENTS

\$7,360.00

LE MERIDIEN INDIANAP

LE MERIDIEN INDIANAP	Sewer Fund - Collection	hotel for conference, second two nights, David	\$421.20
LE MERIDIEN INDIANAP	Sewer Fund - Collection	hotel to attend conference, Krista. Second two	\$421.20
<i>LE MERIDIEN INDIANAP - Total For Sewer Fund - Collection</i>			<i>\$842.40</i>

LE MERIDIEN INDIANAP - ALL DEPARTMENTS

\$842.40

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Paint @ Landfill	\$150.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Feb-March Painting	\$975.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$1,125.00</i>
LISA'S SPIC N SPAN	Balefill - Diversion & Special	Feb-March Painting	\$140.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Diversion & Special</i>			<i>\$140.00</i>

LISA'S SPIC N SPAN - ALL DEPARTMENTS

\$1,265.00

LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$36.85
<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			<i>\$36.85</i>

LOAF N JUG #0103 - ALL DEPARTMENTS

\$36.85

LOAF N JUG #0119

LOAF N JUG #0119	Police Administration	AUTOMATED FUEL DISPENSERS	\$21.90
<i>LOAF N JUG #0119 - Total For Police Administration</i>			<i>\$21.90</i>
LOAF N JUG #0119 - ALL DEPARTMENTS			\$21.90

LOAF N JUG #0124

LOAF N JUG #0124	Police Administration	AUTOMATED FUEL DISPENSERS	\$23.09
<i>LOAF N JUG #0124 - Total For Police Administration</i>			<i>\$23.09</i>
LOAF N JUG #0124 - ALL DEPARTMENTS			\$23.09

LOAF N JUG #0846

LOAF N JUG #0846	Streets	Fuel for 040424	\$18.00
<i>LOAF N JUG #0846 - Total For Streets</i>			<i>\$18.00</i>
LOAF N JUG #0846 - ALL DEPARTMENTS			\$18.00

LOWER & CO.

LOWER & CO.	Golf - Operations	Golf Clubhouse Assessment	\$800.00
<i>LOWER & CO. - Total For Golf - Operations</i>			<i>\$800.00</i>
LOWER & CO. - ALL DEPARTMENTS			\$800.00

MAD TRANSPORT&TOWING

MAD TRANSPORT&TOWING	Fleet Maintenance Fund	TOW CATC BUS TO SHOP 230074	\$125.00
<i>MAD TRANSPORT&TOWING - Total For Fleet Maintenance Fund</i>			<i>\$125.00</i>
MAD TRANSPORT&TOWING - ALL DEPARTMENTS			\$125.00

MCDONALD'S F23556

MCDONALD'S F23556	Police Administration	FAST FOOD RESTAURANTS	\$7.13
MCDONALD'S F23556	Police Administration	FAST FOOD RESTAURANTS	\$9.44
<i>MCDONALD'S F23556 - Total For Police Administration</i>			<i>\$16.57</i>
MCDONALD'S F23556 - ALL DEPARTMENTS			\$16.57

MCDONALD'S F35345

MCDONALD'S F35345	Fire-EMS Training	Meal while at Mid Winter Fire School	\$3.98
<i>MCDONALD'S F35345 - Total For Fire-EMS Training</i>			<i>\$3.98</i>
MCDONALD'S F35345 - ALL DEPARTMENTS			\$3.98

MCDONALD'S F35665

MCDONALD'S F35665	Police Administration	FAST FOOD RESTAURANTS	\$13.61
<i>MCDONALD'S F35665 - Total For Police Administration</i>			<i>\$13.61</i>
MCDONALD'S F35665 - ALL DEPARTMENTS			\$13.61

MENARDS CASPER WY

MENARDS CASPER WY	City Manager	Heater	\$17.99
<i>MENARDS CASPER WY - Total For City Manager</i>			<i>\$17.99</i>
MENARDS CASPER WY	Fire-EMS Operations	Racking Beams, Frame, Poles	\$388.75
MENARDS CASPER WY	Fire-EMS Operations	Steel racking beam and hook rails	\$136.38
<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			<i>\$525.13</i>
MENARDS CASPER WY	Meter Services	Black nipples - 25 x 3" and 11 x 4"	\$46.94
<i>MENARDS CASPER WY - Total For Meter Services</i>			<i>\$46.94</i>
MENARDS CASPER WY	Traffic Control	Supplies for 60678 sign truck	\$60.96
MENARDS CASPER WY	Traffic Control	Tool box for 60678 sign truck	\$34.98
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$95.94</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$686.00

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Public Safety Communication	ELECTRICAL CONTRACTORS	\$567.50
<i>MODERN ELECTRIC CORP - Total For Public Safety Communications</i>			<i>\$567.50</i>
MODERN ELECTRIC CORP - ALL DEPARTMENTS			\$567.50

Monson

Monson	Buildings & Structures Fund	Custodial Maintenance Feb. 2020	\$5,794.81
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$5,794.81</i>
Monson - ALL DEPARTMENTS			\$5,794.81

MONTANA SEALS AND PA

MONTANA SEALS AND PA	Water - Tanks	North Park Booster seal	\$1,257.83
MONTANA SEALS AND PA	Water - Tanks	North Park Booster seal	\$1,275.57

MONTANA SEALS AND PA - Total For Water - Tanks \$2,533.40

MONTANA SEALS AND PA - ALL DEPARTMENTS **\$2,533.40**

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Hyd hose for Door	\$134.69
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MOTION AND FLOW CONT - Total For Balefill - Baler Processing \$134.69

MOTION AND FLOW CONT	Balefill - Diversion & Special	Hyd. Fitting for Grapple Bucket	\$20.46
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MOTION AND FLOW CONT - Total For Balefill - Diversion & Special \$20.46

MOTION AND FLOW CONT - ALL DEPARTMENTS **\$155.15**

MOTION INDUSTRIES

MOTION INDUSTRIES	WWTP - Operations	Seals	\$47.20
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MOTION INDUSTRIES	WWTP - Operations	Seals	\$38.61
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MOTION INDUSTRIES - Total For WWTP - Operations \$85.81

MOTION INDUSTRIES - ALL DEPARTMENTS **\$85.81**

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication	Mar 31- Apr Astro Service	\$3,954.33
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MOTOROLA SOLUTIONS - Total For Public Safety Communications \$3,954.33

MOTOROLA SOLUTIONS - ALL DEPARTMENTS **\$3,954.33**

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$409.88
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MOUNTAIN STATES LITH - Total For Police Administration \$409.88

MOUNTAIN STATES LITH - ALL DEPARTMENTS **\$409.88**

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Golf - Operations	internet for 19th hole restaurant	\$49.95
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<i>MOUNTAIN WEST TELEPH - Total For Golf - Operations</i>			\$49.95
MOUNTAIN WEST TELEPH	Police Administration	E911	\$503.74
<i>MOUNTAIN WEST TELEPH - Total For Police Administration</i>			\$503.74
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$553.69

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Police Animal Control	MISCELLANEOUS AND RETAIL STORES	\$10.49
<i>MURDOCH'S RANCH&HOME - Total For Police Animal Control</i>			\$10.49
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$10.49

MURRAY WINGERS

MURRAY WINGERS	Police Administration	EATING PLACES, RESTAURANTS	\$19.89
MURRAY WINGERS	Police Administration	EATING PLACES, RESTAURANTS	\$21.48
<i>MURRAY WINGERS - Total For Police Administration</i>			\$41.37
MURRAY WINGERS - ALL DEPARTMENTS			\$41.37

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	CHARGE TO WRONG CARD, SEE CREDIT	\$379.40
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	CREDIT, CHRG TO WRONG ACCT	(\$379.40)
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			\$0.00
NAPA AUTO PARTS CORP	Regional Water Operations	Lubricants	\$52.90
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			\$52.90
NAPA AUTO PARTS CORP	Water - Distribution	hammer, handle	\$18.48
NAPA AUTO PARTS CORP	Water - Distribution	FUEL FILTER	\$4.58
NAPA AUTO PARTS CORP	Water - Distribution	air filter, oil, spark plugs	\$24.74
NAPA AUTO PARTS CORP	Water - Distribution	Toggle LED	\$11.49
<i>NAPA AUTO PARTS CORP - Total For Water - Distribution</i>			\$59.29
NAPA AUTO PARTS CORP	WWTP - Operations	Carb cleaner	\$27.96
NAPA AUTO PARTS CORP	WWTP - Operations	Emery cloth	\$173.97
NAPA AUTO PARTS CORP	WWTP - Operations	Mower parts	\$21.44
NAPA AUTO PARTS CORP	WWTP - Operations	Washers	\$23.90
<i>NAPA AUTO PARTS CORP - Total For WWTP - Operations</i>			\$247.27

NAPA AUTO PARTS CORP - ALL DEPARTMENTS **\$359.46**

NATIONAL ACADEMIES O

NATIONAL ACADEMIES O Public Safety Communication CHARITABLE AND SOCIAL SERVICE ORGANIZATI \$100.00

NATIONAL ACADEMIES O - Total For Public Safety Communications *\$100.00*

NATIONAL ACADEMIES O - ALL DEPARTMENTS **\$100.00**

NATIONAL ANIMAL CARE

NATIONAL ANIMAL CARE Metro Animal Fund - Admin CHARITABLE AND SOCIAL SERVICE ORGANIZATI \$595.00

NATIONAL ANIMAL CARE - Total For Metro Animal Fund - Admin *\$595.00*

NATIONAL ANIMAL CARE Police Animal Control CHARITABLE AND SOCIAL SERVICE ORGANIZATI \$595.00

NATIONAL ANIMAL CARE Police Animal Control CHARITABLE AND SOCIAL SERVICE ORGANIZATI \$595.00

NATIONAL ANIMAL CARE - Total For Police Animal Control *\$1,190.00*

NATIONAL ANIMAL CARE - ALL DEPARTMENTS **\$1,785.00**

NATIONAL BENEFIT SER

NATIONAL BENEFIT SER Health Insurance Fund Plan Document amendment \$150.00

NATIONAL BENEFIT SER Health Insurance Fund January 2020 Plan Admin Fees \$183.00

NATIONAL BENEFIT SER Health Insurance Fund Feb. 2020 Plan Admin Fees \$158.60

NATIONAL BENEFIT SER - Total For Health Insurance Fund *\$491.60*

NATIONAL BENEFIT SER - ALL DEPARTMENTS **\$491.60**

NATIONAL RECREATION

NATIONAL RECREATION Rec Center - Admin NRPA CPRP Application and Exam Fees \$270.00

NATIONAL RECREATION - Total For Rec Center - Admin *\$270.00*

NATIONAL RECREATION - ALL DEPARTMENTS **\$270.00**

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC Municipal Court September 2019 \$904.48

NATRONA COUNTY OFFIC Municipal Court October 2019 \$2,369.60

NATRONA COUNTY OFFIC Municipal Court January 2020 \$2,075.30

NATRONA COUNTY OFFIC Municipal Court November 2019 \$2,951.25

NATRONA COUNTY OFFIC	Municipal Court	December 2019	\$1,548.92
NATRONA COUNTY OFFIC	Municipal Court	August 2019	\$2,774.68
<i>NATRONA COUNTY OFFIC - Total For Municipal Court</i>			<i>\$12,624.23</i>
NATRONA COUNTY OFFIC	Police Administration	January 2020 Juvenile detention	\$7,500.00
NATRONA COUNTY OFFIC	Police Administration	February 2020 Juvenile Detention	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$15,000.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$27,624.23

NETWORK FLEET.

NETWORK FLEET.	Fleet Maintenance Fund	INVENTORY ITEM PARTS109 6 QTY	\$181.38
<i>NETWORK FLEET. - Total For Fleet Maintenance Fund</i>			<i>\$181.38</i>
NETWORK FLEET. - ALL DEPARTMENTS			\$181.38

NOLAND FEED

NOLAND FEED	Metro Animal Fund - Admin	MISCELLANEOUS AND RETAIL STORES (Feed)	\$805.22
<i>NOLAND FEED - Total For Metro Animal Fund - Admin</i>			<i>\$805.22</i>
NOLAND FEED	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$77.80
NOLAND FEED	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$116.70
<i>NOLAND FEED - Total For Police Administration</i>			<i>\$194.50</i>
NOLAND FEED - ALL DEPARTMENTS			\$999.72

NORCO, INC.

NORCO, INC.	Buildings & Structures Fund	Nitrogen to test freezers at 19th hole	\$21.74
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for City Center	\$23.76
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for City Hall	\$332.71
NORCO, INC.	Buildings & Structures Fund	BAS Shop Supplies	\$21.74
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$399.95</i>
NORCO, INC.	Fire-EMS Operations	Uniforms	\$559.43
NORCO, INC.	Fire-EMS Operations	Gloves	\$206.00
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			<i>\$765.43</i>
NORCO, INC.	Fleet Maintenance Fund	JAN 2020 CYL RENTAL INV	\$119.59
NORCO, INC.	Fleet Maintenance Fund	OCT 2019 CYL RENTAL INV	\$119.59
NORCO, INC.	Fleet Maintenance Fund	NOV 2019 CYL RENTAL INV	\$115.74

NORCO, INC.	Fleet Maintenance Fund	DEC 2019 CYL RENTAL INV	\$119.59
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$474.51</i>
NORCO, INC.	Meter Services	Sanitary hand wipes	\$68.91
<i>NORCO, INC. - Total For Meter Services</i>			<i>\$68.91</i>
NORCO, INC.	Metro Animal Fund - Admin	CLEANING SUPPLIES	\$282.03
<i>NORCO, INC. - Total For Metro Animal Fund - Admin</i>			<i>\$282.03</i>
NORCO, INC.	Rec Center - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$89.64
NORCO, INC.	Rec Center - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$446.57
<i>NORCO, INC. - Total For Rec Center - Operations</i>			<i>\$536.21</i>
NORCO, INC.	Regional Water Operations	Face Shield	\$24.50
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$24.50</i>
NORCO, INC.	Water - Distribution	EAR MUFFS & HARD HATS	\$89.69
NORCO, INC.	Water - Distribution	Carbon dioxide	\$64.04
<i>NORCO, INC. - Total For Water - Distribution</i>			<i>\$153.73</i>
NORCO, INC. - ALL DEPARTMENTS			\$2,705.27

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Fund - Collection	Tickets for February 2020	\$137.02
<i>ONE CALL OF WY. - Total For Sewer Fund - Collection</i>			<i>\$137.02</i>
ONE CALL OF WY.	Traffic Control	Monthly Street/Traffic Locates February 2020	\$99.75
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$99.75</i>
ONE CALL OF WY.	Water - Distribution	Tickets for February 2020	\$167.48
<i>ONE CALL OF WY. - Total For Water - Distribution</i>			<i>\$167.48</i>
ONE CALL OF WY. - ALL DEPARTMENTS			\$404.25

OUTBACK STEAKHOUSE06

OUTBACK STEAKHOUSE06	Streets	Meal for RMACES Conference	\$76.58
<i>OUTBACK STEAKHOUSE06 - Total For Streets</i>			<i>\$76.58</i>
OUTBACK STEAKHOUSE06 - ALL DEPARTMENTS			\$76.58

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Balefill - Diversion & Special	Compost Bldg Repairs	\$395.00
<i>OVERHEAD DOOR CO - Total For Balefill - Diversion & Special</i>			<i>\$395.00</i>

OVERHEAD DOOR CO - ALL DEPARTMENTS**\$395.00****OWPSACSTATE**

OWPSACSTATE	Meter Services	Water Dist Online Course - Kegler	\$164.00
OWPSACSTATE	Meter Services	Water Dist Online Course - Backhaus	\$159.00
OWPSACSTATE	Meter Services	Water Dist Online Course - Martinez	\$164.00

OWPSACSTATE - Total For Meter Services \$487.00

OWPSACSTATE - ALL DEPARTMENTS**\$487.00****PACIFIC HIDE AND FUR**

PACIFIC HIDE AND FUR	Water - Distribution	Channel & strip metal	\$70.61
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PACIFIC HIDE AND FUR - Total For Water - Distribution \$70.61

PACIFIC HIDE AND FUR - ALL DEPARTMENTS**\$70.61****PANCHOS MEXICAN REST**

PANCHOS MEXICAN REST	Fire-EMS Training	Meal for crew at an incident	\$27.26
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PANCHOS MEXICAN REST - Total For Fire-EMS Training \$27.26

PANCHOS MEXICAN REST - ALL DEPARTMENTS**\$27.26****PARTMASTER**

PARTMASTER	Fleet Maintenance Fund	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$166.14
PARTMASTER	Fleet Maintenance Fund	LRG PARTS WASHER MONTHLY RENT	\$525.00
PARTMASTER	Fleet Maintenance Fund	CONSUMABLE INVENTORY	\$1,084.90

PARTMASTER - Total For Fleet Maintenance Fund \$1,776.04

PARTMASTER - ALL DEPARTMENTS**\$1,776.04****PAYPAL 511TACTICAL**

PAYPAL 511TACTICAL	Fire-EMS Operations	Uniforms	\$62.99
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PAYPAL 511TACTICAL - Total For Fire-EMS Operations \$62.99

PAYPAL 511TACTICAL - ALL DEPARTMENTS**\$62.99**

PAYPAL TACFLOW

PAYPAL TACFLOW	Police Administration	ADVERTISING SERVICES	\$1,250.00
<i>PAYPAL TACFLOW - Total For Police Administration</i>			<i>\$1,250.00</i>
PAYPAL TACFLOW - ALL DEPARTMENTS			\$1,250.00

PERRETTS

PERRETTS	Fire-EMS Training	Meal while attending Mid Winter Fire School	\$35.97
<i>PERRETTS - Total For Fire-EMS Training</i>			<i>\$35.97</i>
PERRETTS - ALL DEPARTMENTS			\$35.97

PETCO 1456

PETCO 1456	Police Animal Control	PET SHOPS-PET FOOD AND SUPPLY STORES	\$15.74
<i>PETCO 1456 - Total For Police Animal Control</i>			<i>\$15.74</i>
PETCO 1456 - ALL DEPARTMENTS			\$15.74

PETSMART #3082

PETSMART #3082	Metro Animal Fund - Admin	PET SHOPS-PET FOOD AND SUPPLY STORES (CA)	\$29.90
<i>PETSMART #3082 - Total For Metro Animal Fund - Admin</i>			<i>\$29.90</i>
PETSMART #3082 - ALL DEPARTMENTS			\$29.90

PIE PIZZERIA

PIE PIZZERIA	Police Administration	EATING PLACES, RESTAURANTS	\$36.23
<i>PIE PIZZERIA - Total For Police Administration</i>			<i>\$36.23</i>
PIE PIZZERIA - ALL DEPARTMENTS			\$36.23

PILOT

PILOT	Fire-EMS Training	Flying J - Fuel	\$29.60
<i>PILOT - Total For Fire-EMS Training</i>			<i>\$29.60</i>
PILOT	Police Administration	AUTOMATED FUEL DISPENSERS	\$16.00
<i>PILOT - Total For Police Administration</i>			<i>\$16.00</i>
PILOT	Refuse - Residential	ROLL OFF FUEL	\$48.88

<i>PILOT - Total For Refuse - Residential</i>			<i>\$48.88</i>
PILOT	Streets	Fuel for 040424	\$18.45
<i>PILOT - Total For Streets</i>			<i>\$18.45</i>
PILOT - ALL DEPARTMENTS			\$112.93

PIZZA HUT 035955

PIZZA HUT 035955	Water - Distribution	Food for late leak	\$54.96
<i>PIZZA HUT 035955 - Total For Water - Distribution</i>			<i>\$54.96</i>
PIZZA HUT 035955 - ALL DEPARTMENTS			\$54.96

PORCHLIGHT BOOK CO

PORCHLIGHT BOOK CO	Human Resources	HR DEVELOPMENT BOOKS	\$114.56
<i>PORCHLIGHT BOOK CO - Total For Human Resources</i>			<i>\$114.56</i>
PORCHLIGHT BOOK CO - ALL DEPARTMENTS			\$114.56

PORTER, MUIRHEAD, CO

PORTER, MUIRHEAD, CO	Finance	Annual Audit FY 2019	\$50,000.00
<i>PORTER, MUIRHEAD, CO - Total For Finance</i>			<i>\$50,000.00</i>
PORTER, MUIRHEAD, CO - ALL DEPARTMENTS			\$50,000.00

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Utility Billing	\$266.22
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$266.22</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$266.22

POWDER RIVER ARMORY

POWDER RIVER ARMORY	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$20.00
<i>POWDER RIVER ARMORY - Total For Police Administration</i>			<i>\$20.00</i>
POWDER RIVER ARMORY - ALL DEPARTMENTS			\$20.00

PP FBINAACHPTR

PP FBINAACHPTR	Police Administration	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$52.00
<i>PP FBINAACHPTR - Total For Police Administration</i>			<i>\$52.00</i>
PP FBINAACHPTR - ALL DEPARTMENTS			\$52.00

PRESTIGE FLAG MFG CO

PRESTIGE FLAG MFG CO	Golf - Operations	Flags for course and putting green	\$552.80
<i>PRESTIGE FLAG MFG CO - Total For Golf - Operations</i>			<i>\$552.80</i>
PRESTIGE FLAG MFG CO - ALL DEPARTMENTS			\$552.80

QNC INC

QNC INC	Ice Arena - Operations	MISC FOOD STORES-SPECIALITY,CONVENIENCE,	\$126.50
<i>QNC INC - Total For Ice Arena - Operations</i>			<i>\$126.50</i>
QNC INC - ALL DEPARTMENTS			\$126.50

QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Fire-EMS Administration	Ink Station 1	\$495.26
<i>QUALITY OFFICE SOLUT - Total For Fire-EMS Administration</i>			<i>\$495.26</i>
QUALITY OFFICE SOLUT - ALL DEPARTMENTS			\$495.26

RACCAS PIZZERIA NAPO

RACCAS PIZZERIA NAPO	City Manager	Fire Union Lunch Meeting	\$103.32
<i>RACCAS PIZZERIA NAPO - Total For City Manager</i>			<i>\$103.32</i>
RACCAS PIZZERIA NAPO - ALL DEPARTMENTS			\$103.32

RAILROAD MGMT CO III

RAILROAD MGMT CO III	Water - Admin	License #303253 Fees	\$258.95
<i>RAILROAD MGMT CO III - Total For Water - Admin</i>			<i>\$258.95</i>
RAILROAD MGMT CO III - ALL DEPARTMENTS			\$258.95

RANDALL W. HEIN, AIA

RANDALL W. HEIN, AIA	Balefill - Disposal & Landfill	MRF Expansion- A/E Services	\$7,724.48
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RANDALL W. HEIN, AIA	Balefill - Disposal & Landfill	Baler Bldg Expansion- A/E Services	\$30,540.44
<i>RANDALL W. HEIN, AIA - Total For Balefill - Disposal & Landfill</i>			<i>\$38,264.92</i>
RANDALL W. HEIN, AIA - ALL DEPARTMENTS			\$38,264.92

REGION 8 PRETREATMEN

REGION 8 PRETREATMEN	WWTP - Operations	EPA/R8PA 2020 Conference Ogden & Lockwood	\$225.00
<i>REGION 8 PRETREATMEN - Total For WWTP - Operations</i>			<i>\$225.00</i>
REGION 8 PRETREATMEN	WWTP - Pretreatment	EPA/R8PA 2020 Conference Ogden & Lockwood	\$225.00
<i>REGION 8 PRETREATMEN - Total For WWTP - Pretreatment</i>			<i>\$225.00</i>
REGION 8 PRETREATMEN - ALL DEPARTMENTS			\$450.00

REI MATTHEW BENDER

REI MATTHEW BENDER	Municipal Court	ALL OTHER DIRECT MARKETERS	\$155.31
<i>REI MATTHEW BENDER - Total For Municipal Court</i>			<i>\$155.31</i>
REI MATTHEW BENDER - ALL DEPARTMENTS			\$155.31

RELIANT TECHNOLOGY L

RELIANT TECHNOLOGY L	Capital Projects Fund	VNX upgrades at secondary data center	\$5,820.00
<i>RELIANT TECHNOLOGY L - Total For Capital Projects Fund</i>			<i>\$5,820.00</i>
RELIANT TECHNOLOGY L - ALL DEPARTMENTS			\$5,820.00

RESIDENCE INN DIA

RESIDENCE INN DIA	Streets	Room for RMACES Conference	\$259.51
RESIDENCE INN DIA	Streets	Room for RMACES Conference	\$259.51
<i>RESIDENCE INN DIA - Total For Streets</i>			<i>\$519.02</i>
RESIDENCE INN DIA - ALL DEPARTMENTS			\$519.02

RICOH USA INC

RICOH USA INC	Code Enforcement	Feb. 2020 Copier	\$198.81
<i>RICOH USA INC - Total For Code Enforcement</i>			<i>\$198.81</i>
RICOH USA INC - ALL DEPARTMENTS			\$198.81

RMI WYOMING INC

RMI WYOMING INC	Fleet Maintenance Fund	GLOVES FOR SAFETY ZONE	\$159.83
RMI WYOMING INC	Fleet Maintenance Fund	GLOVES / SAFETY ZONE	\$159.59
<i>RMI WYOMING INC - Total For Fleet Maintenance Fund</i>			<i>\$319.42</i>
RMI WYOMING INC - ALL DEPARTMENTS			\$319.42

ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Water - Distribution	Monthly cylinder rent	\$21.47
<i>ROCKY MOUNTAIN AIR S - Total For Water - Distribution</i>			<i>\$21.47</i>
ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS			\$21.47

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$5,482.55
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$5,482.55</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Electricity	\$251.04
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$251.04</i>
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$71.42
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			<i>\$71.42</i>
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$73.91
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			<i>\$73.91</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$5,878.92

ROCKYMOUNTAINASPHALT

ROCKYMOUNTAINASPHALT	Engineering	Asphalt training for TCottenoir, CLynch, JSchall	\$185.00
<i>ROCKYMOUNTAINASPHALT - Total For Engineering</i>			<i>\$185.00</i>
ROCKYMOUNTAINASPHALT	Streets	Asphalt training for TCottenoir, CLynch, JSchall	\$370.00
<i>ROCKYMOUNTAINASPHALT - Total For Streets</i>			<i>\$370.00</i>
ROCKYMOUNTAINASPHALT - ALL DEPARTMENTS			\$555.00

ROGUE

ROGUE	Fire-EMS Training	Rogue Infinity Matador	\$291.22
<i>ROGUE - Total For Fire-EMS Training</i>			<i>\$291.22</i>

ROGUE - ALL DEPARTMENTS **\$291.22**

Router

Router Parks - Parks Maint. Provide/Install/Service Rented portable toilets \$373.68

Router - Total For Parks - Parks Maint. \$373.68

Router - ALL DEPARTMENTS **\$373.68**

ROTARY CLUB OF CASPE

ROTARY CLUB OF CASPE City Manager Oct- Dec 2019 Qrtly Dues \$228.00

ROTARY CLUB OF CASPE City Manager Quarterly Dues Jan-Mar 2020 \$228.00

ROTARY CLUB OF CASPE - Total For City Manager \$456.00

ROTARY CLUB OF CASPE - ALL DEPARTMENTS **\$456.00**

RUSSELL INDUSTRIES I

RUSSELL INDUSTRIES I WWTP - Operations Seal assembly \$265.15

RUSSELL INDUSTRIES I - Total For WWTP - Operations \$265.15

RUSSELL INDUSTRIES I - ALL DEPARTMENTS **\$265.15**

S&S CASPER - SERVICE

S&S CASPER - SERVICE Fleet Maintenance Fund 070732 TRANS REPAIRS \$2,540.84

S&S CASPER - SERVICE - Total For Fleet Maintenance Fund \$2,540.84

S&S CASPER - SERVICE - ALL DEPARTMENTS **\$2,540.84**

SAFE KIDS WORLDWIDE

SAFE KIDS WORLDWIDE Fire-EMS Training Jason Hill Class Registration \$95.00

SAFE KIDS WORLDWIDE Fire-EMS Training Travis Lewarchik Class Registration \$95.00

SAFE KIDS WORLDWIDE - Total For Fire-EMS Training \$190.00

SAFE KIDS WORLDWIDE - ALL DEPARTMENTS **\$190.00**

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS Balefill - Diversion & Special Oil Filter Dumpster \$425.00

<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Diversion & Special</i>			<i>\$425.00</i>
SAFETY KLEEN SYSTEMS	Fleet Maintenance Fund	SERVICE PARTS WASHERS/SOLVENT 4 UNITS	\$1,003.08
<i>SAFETY KLEEN SYSTEMS - Total For Fleet Maintenance Fund</i>			<i>\$1,003.08</i>
SAFETY KLEEN SYSTEMS	Golf - Operations	Parts washer service and solvent	\$480.34
<i>SAFETY KLEEN SYSTEMS - Total For Golf - Operations</i>			<i>\$480.34</i>
SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS			\$1,908.42

SAMS CLUB #6425

SAMS CLUB #6425	Aquatics - Pool	ZIPLOC, GLADE, BATTERIES	\$34.94
<i>SAMS CLUB #6425 - Total For Aquatics - Pool</i>			<i>\$34.94</i>
SAMS CLUB #6425	City Council	COUNCIL SUPPLIES	\$43.44
<i>SAMS CLUB #6425 - Total For City Council</i>			<i>\$43.44</i>
SAMS CLUB #6425	Code Enforcement	COFFEE, CUPS, PAPER TOWELS	\$59.67
SAMS CLUB #6425	Code Enforcement	CLOROX WIPES / HAND SOAP	\$21.61
<i>SAMS CLUB #6425 - Total For Code Enforcement</i>			<i>\$81.28</i>
SAMS CLUB #6425	Fire-EMS Training	Snacks for DC Assessors/Membership Renewal	\$160.76
<i>SAMS CLUB #6425 - Total For Fire-EMS Training</i>			<i>\$160.76</i>
SAMS CLUB #6425	Rec Center - Classes	ZIPLOC, GLADE, BATTERIES	\$34.96
<i>SAMS CLUB #6425 - Total For Rec Center - Classes</i>			<i>\$34.96</i>
SAMS CLUB #6425	Rec Center - Operations	ZIPLOC, GLADE, BATTERIES	\$11.58
SAMS CLUB #6425	Rec Center - Operations	ZIPLOC, GLADE, BATTERIES	\$34.96
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			<i>\$46.54</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$401.92

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Baler Processing	SUPPLIES LANDFILL	\$72.00
<i>SAMSCLUB #6425 - Total For Balefill - Baler Processing</i>			<i>\$72.00</i>
SAMSCLUB #6425	Balefill - Disposal & Landfill	SUPPLIES LANDFILL	\$20.90
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$20.90</i>
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$107.27
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$107.27</i>
SAMSCLUB #6425	Ice Arena - Concessions	WHOLESALE CLUBS	\$231.88
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$231.88</i>
SAMSCLUB #6425	Refuse - Residential	SUPPLIES LANDFILL	\$179.42

<i>SAMSCLUB #6425 - Total For Refuse - Residential</i>			<i>\$179.42</i>
SAMSCLUB #6425	Sewer Fund - Collection	office supplies	\$19.98
<i>SAMSCLUB #6425 - Total For Sewer Fund - Collection</i>			<i>\$19.98</i>
SAMSCLUB #6425	WWTP - Operations	Kitchen, bathroom supplies	\$258.35
<i>SAMSCLUB #6425 - Total For WWTP - Operations</i>			<i>\$258.35</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$889.80

SAMSCLUB.COM

SAMSCLUB.COM	Ice Arena - Concessions	WHOLESALE CLUBS	\$148.41
SAMSCLUB.COM	Ice Arena - Concessions	WHOLESALE CLUBS	\$291.44
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			<i>\$439.85</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$439.85

SHELL OIL 574424606Q

SHELL OIL 574424606Q	Police Administration	AUTOMATED FUEL DISPENSERS	\$51.06
<i>SHELL OIL 574424606Q - Total For Police Administration</i>			<i>\$51.06</i>
SHELL OIL 574424606Q - ALL DEPARTMENTS			\$51.06

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Shell - Fuel	\$13.89
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$13.89</i>
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$13.89

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Capital Projects Fund	Paint for North Casper Soccer Restroom Floors	\$51.19
<i>SHERWIN-WILLIAMS COR - Total For Capital Projects Fund</i>			<i>\$51.19</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$51.19

SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Feb. retail sewer revenue less admin and payme	(\$97.09)
SKYLINE RANCHES	Sewer Fund	Feb. retail sewer revenue less admin and payme	\$974.09
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$877.00</i>

SKYLINE RANCHES	WWTP	Feb. retail sewer revenue less admin and payme	(\$684.47)
<i>SKYLINE RANCHES - Total For WWTP</i>			<i>(\$684.47)</i>
SKYLINE RANCHES - ALL DEPARTMENTS			\$192.53

SMARSH, INC

SMARSH, INC	Information Services	Feb. 2020 Archiving	\$1,835.00
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,835.00</i>
SMARSH, INC - ALL DEPARTMENTS			\$1,835.00

SMITHS FOOD #4185

SMITHS FOOD #4185	Code Enforcement	HAND SANITIZER	\$20.90
<i>SMITHS FOOD #4185 - Total For Code Enforcement</i>			<i>\$20.90</i>
SMITHS FOOD #4185	Fire-EMS Administration	Dinner at Station 6 - Hospice Octoberfest Winnt	\$83.75
<i>SMITHS FOOD #4185 - Total For Fire-EMS Administration</i>			<i>\$83.75</i>
SMITHS FOOD #4185	Fire-EMS Operations	Salt for walks	\$28.96
<i>SMITHS FOOD #4185 - Total For Fire-EMS Operations</i>			<i>\$28.96</i>
SMITHS FOOD #4185 - ALL DEPARTMENTS			\$133.61

SNOW CREST CHEMICALS

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

SOURCE OFFICE

SOURCE OFFICE	Balefill - Disposal & Landfill	REPLACEMENT CALCULATOR FOR SCALEHOUSE	\$50.29
<i>SOURCE OFFICE - Total For Balefill - Disposal & Landfill</i>			<i>\$50.29</i>
SOURCE OFFICE - ALL DEPARTMENTS			\$50.29

SP DRI-DEK

SP DRI-DEK	Fire-EMS Operations	Tiles for Apparatus	\$582.58
<i>SP DRI-DEK - Total For Fire-EMS Operations</i>			<i>\$582.58</i>

SP DRI-DEK - ALL DEPARTMENTS **\$582.58**

SP HANDLE-TECH LLC

SP HANDLE-TECH LLC Sewer Fund - Stormwater stormwater truck tube handles \$584.64

SP HANDLE-TECH LLC - Total For Sewer Fund - Stormwater \$584.64

SP HANDLE-TECH LLC - ALL DEPARTMENTS **\$584.64**

SPECTRUM REACH

SPECTRUM REACH Public Safety Communication CABLE, SATELLITE & OTHER PAY TV/RADIO SE \$84.67

SPECTRUM REACH - Total For Public Safety Communications \$84.67

SPECTRUM REACH - ALL DEPARTMENTS **\$84.67**

SPORTS TURF MANAGERS

SPORTS TURF MANAGERS Rec Center - Sports Programs Sports Turf Managers Association Membership \$170.00

SPORTS TURF MANAGERS - Total For Rec Center - Sports Programs \$170.00

SPORTS TURF MANAGERS - ALL DEPARTMENTS **\$170.00**

SQ ATLANTIC ELECTRI

SQ ATLANTIC ELECTRI Fleet Maintenance Fund REPL FUSE FOR CARWASH 151572 \$275.19

SQ ATLANTIC ELECTRI - Total For Fleet Maintenance Fund \$275.19

SQ ATLANTIC ELECTRI - ALL DEPARTMENTS **\$275.19**

SQ BLUE RIDGE COFFE

SQ BLUE RIDGE COFFE Fire-EMS Training Food for DC Assessors \$40.46

SQ BLUE RIDGE COFFE - Total For Fire-EMS Training \$40.46

SQ BLUE RIDGE COFFE - ALL DEPARTMENTS **\$40.46**

SQ HITEK COMMUNICAT

SQ HITEK COMMUNICAT Fire-EMS Operations Repair for Camera at Station 1 \$279.45

SQ HITEK COMMUNICAT - Total For Fire-EMS Operations \$279.45

SQ HITEK COMMUNICAT - ALL DEPARTMENTS **\$279.45**

SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R Fire-EMS Training BLS Provider Renewal \$504.00

SQ MY EDUCATIONAL R - Total For Fire-EMS Training *\$504.00*

SQ MY EDUCATIONAL R Risk Management CPR AED Certification Cards \$154.00

SQ MY EDUCATIONAL R - Total For Risk Management *\$154.00*

SQ MY EDUCATIONAL R - ALL DEPARTMENTS **\$658.00**

SQ PEDEN'S INC.

SQ PEDEN'S INC. Human Resources Retirement Plaque Order x 1 \$30.00

SQ PEDEN'S INC. - Total For Human Resources *\$30.00*

SQ PEDEN'S INC. Weed & Pest Fund City Logo embroidered on employee coat \$18.00

SQ PEDEN'S INC. - Total For Weed & Pest Fund *\$18.00*

SQ PEDEN'S INC. - ALL DEPARTMENTS **\$48.00**

SQ PIECE-A-CAKE LLC

SQ PIECE-A-CAKE LLC Fire-EMS Administration Neff and Griswold Retirement Cakes \$170.00

SQ PIECE-A-CAKE LLC - Total For Fire-EMS Administration *\$170.00*

SQ PIECE-A-CAKE LLC - ALL DEPARTMENTS **\$170.00**

SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC Buildings & Structures Fund Electrical Work to install handicapped door ope \$360.68

SQ SUMMIT ELECTRIC - Total For Buildings & Structures Fund *\$360.68*

SQ SUMMIT ELECTRIC - ALL DEPARTMENTS **\$360.68**

SQ WYOMING PLANNING

SQ WYOMING PLANNING Planning - Admin MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE \$513.00

SQ WYOMING PLANNING - Total For Planning - Admin *\$513.00*

SQ WYOMING PLANNING - ALL DEPARTMENTS **\$513.00**

STAPLES

STAPLES	Finance	Two toner cartridges	\$80.98
<i>STAPLES - Total For Finance</i>			<i>\$80.98</i>
STAPLES	Fire-EMS Administration	Office Supplies	\$26.23
STAPLES	Fire-EMS Administration	Office Chair	\$136.49
STAPLES	Fire-EMS Administration	CFD Envelopes	\$149.99
STAPLES	Fire-EMS Administration	Binders and dividers	\$66.59
<i>STAPLES - Total For Fire-EMS Administration</i>			<i>\$379.30</i>
STAPLES	Fleet Maintenance Fund	NOTEBOOK, OFFICE	\$6.08
<i>STAPLES - Total For Fleet Maintenance Fund</i>			<i>\$6.08</i>
STAPLES	Police Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$27.99
<i>STAPLES - Total For Police Administration</i>			<i>\$27.99</i>
STAPLES - ALL DEPARTMENTS			\$494.35

STAPLES DIRECT

STAPLES DIRECT	Aquatics - Operations	DRY ERASE BOARD, LAMINATED CALENDAR, PLA	\$19.57
<i>STAPLES DIRECT - Total For Aquatics - Operations</i>			<i>\$19.57</i>
STAPLES DIRECT	Ice Arena - Operations	DRY ERASE BOARD, LAMINATED CALENDAR, PLA	\$19.57
<i>STAPLES DIRECT - Total For Ice Arena - Operations</i>			<i>\$19.57</i>
STAPLES DIRECT	Rec Center - Admin	DRY ERASE BOARD, LAMINATED CALENDAR, PLA	\$28.08
<i>STAPLES DIRECT - Total For Rec Center - Admin</i>			<i>\$28.08</i>
STAPLES DIRECT	Rec Center - Operations	DRY ERASE BOARD, LAMINATED CALENDAR, PLA	\$11.04
<i>STAPLES DIRECT - Total For Rec Center - Operations</i>			<i>\$11.04</i>
STAPLES DIRECT - ALL DEPARTMENTS			\$78.26

STERLING

STERLING	Human Resources	Background Checks Feb. 2020	\$709.60
<i>STERLING - Total For Human Resources</i>			<i>\$709.60</i>
STERLING - ALL DEPARTMENTS			\$709.60

STINKER #109

STINKER #109	Police Administration	AUTOMATED FUEL DISPENSERS	\$39.00
<i>STINKER #109 - Total For Police Administration</i>			<i>\$39.00</i>

STINKER #109 - ALL DEPARTMENTS**\$39.00****STOTZ EQUIPMENT**

STOTZ EQUIPMENT	Water - Distribution	Saw filters	\$193.98
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<i>STOTZ EQUIPMENT - Total For Water - Distribution</i>			<i>\$193.98</i>
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STOTZ EQUIPMENT	WWTP - Operations	Mower blade	\$51.06
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<i>STOTZ EQUIPMENT - Total For WWTP - Operations</i>			<i>\$51.06</i>
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STOTZ EQUIPMENT - ALL DEPARTMENTS**\$245.04****SUBWAY**

SUBWAY	Parks - Parks Maint.	FAST FOOD RESTAURANTS clean up crew Marat	\$54.07
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<i>SUBWAY - Total For Parks - Parks Maint.</i>			<i>\$54.07</i>
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SUBWAY - ALL DEPARTMENTS**\$54.07****SUMMIT ELECTRIC LLC.**

SUMMIT ELECTRIC LLC.	Balefill - Disposal & Landfill	Special Waste Facility Renovations	\$2,324.47
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<i>SUMMIT ELECTRIC LLC. - Total For Balefill - Disposal & Landfill</i>			<i>\$2,324.47</i>
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SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS**\$2,324.47****SUTHERLANDS 2219**

SUTHERLANDS 2219	Metro Animal Fund - Admin	LUMBER AND BUILDING MATERIALS STORES (P	\$309.00
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<i>SUTHERLANDS 2219 - Total For Metro Animal Fund - Admin</i>			<i>\$309.00</i>
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SUTHERLANDS 2219	Water - Distribution	paint	\$22.56
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<i>SUTHERLANDS 2219 - Total For Water - Distribution</i>			<i>\$22.56</i>
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SUTHERLANDS 2219 - ALL DEPARTMENTS**\$331.56****SWAGELOK CASPER**

SWAGELOK CASPER	WWTP - Operations	Tube fitting	\$31.60
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<i>SWAGELOK CASPER - Total For WWTP - Operations</i>			<i>\$31.60</i>
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SWAGELOK CASPER - ALL DEPARTMENTS**\$31.60**

TACO BELL #23080

TACO BELL #23080	Fire-EMS Training	Meal while at Mid Winter Fire School	\$7.73
<i>TACO BELL #23080 - Total For Fire-EMS Training</i>			<i>\$7.73</i>
TACO BELL #23080 - ALL DEPARTMENTS			\$7.73

TARGET

TARGET	Police Administration	DISCOUNT STORES	\$10.98
<i>TARGET - Total For Police Administration</i>			<i>\$10.98</i>
TARGET - ALL DEPARTMENTS			\$10.98

TASK FORCE TIPS

TASK FORCE TIPS	Fire-EMS Operations	Hose, Hose supplies	\$3,113.65
<i>TASK FORCE TIPS - Total For Fire-EMS Operations</i>			<i>\$3,113.65</i>
TASK FORCE TIPS - ALL DEPARTMENTS			\$3,113.65

TETON STEEL

TETON STEEL	WWTP - Operations	Latches	\$147.50
<i>TETON STEEL - Total For WWTP - Operations</i>			<i>\$147.50</i>
TETON STEEL - ALL DEPARTMENTS			\$147.50

THATCHER CO.

THATCHER CO.	WWTP - Operations	Sodium hypochlorite	\$4,562.78
<i>THATCHER CO. - Total For WWTP - Operations</i>			<i>\$4,562.78</i>
THATCHER CO. - ALL DEPARTMENTS			\$4,562.78

THE HOME DEPOT

THE HOME DEPOT	Fire-EMS Prevent & Inspect	Paint Buckets	\$6.57
<i>THE HOME DEPOT - Total For Fire-EMS Prevent & Inspect</i>			<i>\$6.57</i>
THE HOME DEPOT	Golf - Operations	HOME SUPPLY WAREHOUSE STORES	\$79.00
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$79.00</i>
THE HOME DEPOT	Information Services	Multi Torx Screwdriver for Computer Repair	\$6.27

<i>THE HOME DEPOT - Total For Information Services</i>			\$6.27
THE HOME DEPOT	Meter Services	Refunded charge - see statement 3644	(\$399.00)
THE HOME DEPOT	Meter Services	Batteries	\$32.28
<i>THE HOME DEPOT - Total For Meter Services</i>			(\$366.72)
THE HOME DEPOT	Municipal Court	Office Supplies	\$106.31
<i>THE HOME DEPOT - Total For Municipal Court</i>			\$106.31
THE HOME DEPOT	Rec Center - Sports Programs	HOME SUPPLY WAREHOUSE STORES	\$88.00
THE HOME DEPOT	Rec Center - Sports Programs	HOME SUPPLY WAREHOUSE STORES	\$17.96
THE HOME DEPOT	Rec Center - Sports Programs	HOME SUPPLY WAREHOUSE STORES	\$18.94
THE HOME DEPOT	Rec Center - Sports Programs	HOME SUPPLY WAREHOUSE STORES	\$9.98
THE HOME DEPOT	Rec Center - Sports Programs	HOME SUPPLY WAREHOUSE STORES	\$62.08
THE HOME DEPOT	Rec Center - Sports Programs	HOME SUPPLY WAREHOUSE STORES	\$21.28
THE HOME DEPOT	Rec Center - Sports Programs	HOME SUPPLY WAREHOUSE STORES	\$39.00
<i>THE HOME DEPOT - Total For Rec Center - Sports Programs</i>			\$257.24
THE HOME DEPOT	Water - Distribution	VACUUM FILTERS	\$15.97
<i>THE HOME DEPOT - Total For Water - Distribution</i>			\$15.97
THE HOME DEPOT - ALL DEPARTMENTS			\$104.64

THE OUTPOST

THE OUTPOST	Police Administration	AUTOMATED FUEL DISPENSERS	\$30.00
<i>THE OUTPOST - Total For Police Administration</i>			\$30.00
THE OUTPOST - ALL DEPARTMENTS			\$30.00

THE SCIENCE ZONE

THE SCIENCE ZONE	Capital Projects Fund	1% #16 Funding 2nd Qtr 2020	\$25,843.50
<i>THE SCIENCE ZONE - Total For Capital Projects Fund</i>			\$25,843.50
THE SCIENCE ZONE - ALL DEPARTMENTS			\$25,843.50

THERAEXPRESSIONS

THERAEXPRESSIONS	Balefill - Disposal & Landfill	March Pain Management Clinic	\$1,200.00
<i>THERAEXPRESSIONS - Total For Balefill - Disposal & Landfill</i>			\$1,200.00
THERAEXPRESSIONS - ALL DEPARTMENTS			\$1,200.00

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Fund - Collection	Sewer Line Flushing Water	\$246.00
<i>THIRTY THREE MILE RO - Total For Sewer Fund - Collection</i>			<i>\$246.00</i>
THIRTY THREE MILE RO - ALL DEPARTMENTS			\$246.00

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Municipal Court	Misc.	\$38.00
<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			<i>\$38.00</i>
TOP OFFICE PRODUCTS	Streets	Feb. 2020 Copier Fee	\$72.56
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$72.56</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$110.56

TOWNSQUARE MEDIA CAS

TOWNSQUARE MEDIA CAS	Hogadon - Operations	ADVERTISING SERVICES	\$1,810.00
<i>TOWNSQUARE MEDIA CAS - Total For Hogadon - Operations</i>			<i>\$1,810.00</i>
TOWNSQUARE MEDIA CAS	Ice Arena - Operations	RADIO COMMERCIAL-GEN SKATING AND SANTA	\$468.00
<i>TOWNSQUARE MEDIA CAS - Total For Ice Arena - Operations</i>			<i>\$468.00</i>
TOWNSQUARE MEDIA CAS - ALL DEPARTMENTS			\$2,278.00

TRETO CONST.

TRETO CONST.	Water - Tanks	W Casper Zone 2 15-59	\$34,700.00
<i>TRETO CONST. - Total For Water - Tanks</i>			<i>\$34,700.00</i>
TRETO CONST. - ALL DEPARTMENTS			\$34,700.00

TRIHYDRO CORP.

TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Petroleum	\$3,648.65
TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Hazardous	\$187.50
<i>TRIHYDRO CORP. - Total For Capital Projects Fund</i>			<i>\$3,836.15</i>
TRIHYDRO CORP. - ALL DEPARTMENTS			\$3,836.15

TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	141420 REPL ECU AND WIRING HARNESS	\$2,488.93
<i>TRI-STATE TRUCK & EQ - Total For Balefill - Disposal & Landfill</i>			<i>\$2,488.93</i>
TRI-STATE TRUCK & EQ - ALL DEPARTMENTS			\$2,488.93

TW ENTERPRISES

TW ENTERPRISES	Fleet Maintenance Fund	REPAIRS ON GENERATOR 151576	\$646.50
<i>TW ENTERPRISES - Total For Fleet Maintenance Fund</i>			<i>\$646.50</i>
TW ENTERPRISES - ALL DEPARTMENTS			\$646.50

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler Conversion Training	\$632.04
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler Conversion Payroll	\$474.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler Conversion Training	\$353.03
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i>			<i>\$1,459.07</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Training	\$6,089.72
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Training	\$10,902.81
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Payroll	\$8,176.50
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$25,169.03</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Training	\$529.54
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Training	\$948.07
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Payroll	\$711.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$2,188.61</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Payroll	\$118.50
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$158.01
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$88.26
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$364.77</i>
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$790.06
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$441.28
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Payroll	\$592.50
<i>TYLER TECHNOLOGIES I - Total For Sewer Fund - Collection</i>			<i>\$1,823.84</i>
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$970.82
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$1,738.13
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Payroll	\$1,303.50
<i>TYLER TECHNOLOGIES I - Total For Water - Distribution</i>			<i>\$4,012.45</i>

TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$353.03
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$632.05
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Payroll	\$474.00
<i>TYLER TECHNOLOGIES I - Total For WWTP - Operations</i>			<i>\$1,459.08</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$36,476.85

UBER TRIP

UBER TRIP	Ft. Caspar Museum	Ride to Airport.	\$5.00
UBER TRIP	Ft. Caspar Museum	Ride to Airport	\$36.53
<i>UBER TRIP - Total For Ft. Caspar Museum</i>			<i>\$41.53</i>
UBER TRIP	Sewer Fund - Collection	Travel from conference to airport	\$25.02
<i>UBER TRIP - Total For Sewer Fund - Collection</i>			<i>\$25.02</i>
UBER TRIP - ALL DEPARTMENTS			\$66.55

UNION WIRELESS

UNION WIRELESS	Water - Tanks	Upper Rock Creek Reservoir SCADA and Cell Pho	\$128.78
<i>UNION WIRELESS - Total For Water - Tanks</i>			<i>\$128.78</i>
UNION WIRELESS - ALL DEPARTMENTS			\$128.78

UNITED 0161568912

UNITED 0161568912	Fire-EMS Training	Flight Casper to Baltimore	\$200.00
<i>UNITED 0161568912 - Total For Fire-EMS Training</i>			<i>\$200.00</i>
UNITED 0161568912 - ALL DEPARTMENTS			\$200.00

UNITED 0162495059

UNITED 0162495059	Metropolitan Planning Org	Airfare for training in Springfield Illinois in Ap	\$468.40
<i>UNITED 0162495059 - Total For Metropolitan Planning Org</i>			<i>\$468.40</i>
UNITED 0162495059 - ALL DEPARTMENTS			\$468.40

UNITED 0162495971

UNITED 0162495971	Police Administration	UNITED AIRLINES	\$60.20
<i>UNITED 0162495971 - Total For Police Administration</i>			<i>\$60.20</i>

UNITED 0162495971 - ALL DEPARTMENTS \$60.20

UNITED 0162496931

UNITED 0162496931 Fire-EMS Training Flight - Casper to Baltimore \$400.00

UNITED 0162496931 - Total For Fire-EMS Training \$400.00

UNITED 0162496931 - ALL DEPARTMENTS \$400.00

URGENT CARE OF CASPE

URGENT CARE OF CASPE Police Administration Employee Testing \$1,016.00

URGENT CARE OF CASPE Police Administration Employee Testing \$90.00

URGENT CARE OF CASPE - Total For Police Administration \$1,106.00

URGENT CARE OF CASPE - ALL DEPARTMENTS \$1,106.00

USPS PO 5715580478

USPS PO 5715580478 Water - Tanks POSTAGE \$2.40

USPS PO 5715580478 - Total For Water - Tanks \$2.40

USPS PO 5715580478 - ALL DEPARTMENTS \$2.40

UW CASHIER OFFICE

UW CASHIER OFFICE Police Animal Control COLLEGES, UNIVERSITIES, PROFESSIONAL SCH \$6.34

UW CASHIER OFFICE - Total For Police Animal Control \$6.34

UW CASHIER OFFICE - ALL DEPARTMENTS \$6.34

VCN NATRONACOTITLESC

VCN NATRONACOTITLESC Fleet Maintenance Fund TITLE FEE \$17.50

VCN NATRONACOTITLESC - Total For Fleet Maintenance Fund \$17.50

VCN NATRONACOTITLESC - ALL DEPARTMENTS \$17.50

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT Balefill - Disposal & Landfill NOTARY STAMP \$20.50

VCN NATRONAREALESTAT - Total For Balefill - Disposal & Landfill \$20.50

VCN NATRONAREALESTAT	Police Administration	GOVERNMENT SERVICES NOT ELSEWHERE CLAS	\$20.50
<i>VCN NATRONAREALESTAT - Total For Police Administration</i>			<i>\$20.50</i>
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$41.00

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Jetpack Monthly Service	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$40.01

VERIZON WRLS

VERIZON WRLS	Meter Services	Screen protector for I Pad	\$39.99
<i>VERIZON WRLS - Total For Meter Services</i>			<i>\$39.99</i>
VERIZON WRLS - ALL DEPARTMENTS			\$39.99

VINO VOLO ALE HOUSE

VINO VOLO ALE HOUSE	Fire-EMS Training	Meal while traveling in UT	\$19.56
<i>VINO VOLO ALE HOUSE - Total For Fire-EMS Training</i>			<i>\$19.56</i>
VINO VOLO ALE HOUSE - ALL DEPARTMENTS			\$19.56

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Human Resources	Seasonal Hiring Cards for Athletic Fields, Mowin	\$76.73
<i>VISTAPR VISTAPRINT.C - Total For Human Resources</i>			<i>\$76.73</i>
VISTAPR VISTAPRINT.C - ALL DEPARTMENTS			\$76.73

VISTAR ROCKY MOUNTAI

VISTAR ROCKY MOUNTAI	Ice Arena - Concessions	NON-DURABLE GOODS NOT ELSEWHERE CLASSI	\$199.86
<i>VISTAR ROCKY MOUNTAI - Total For Ice Arena - Concessions</i>			<i>\$199.86</i>
VISTAR ROCKY MOUNTAI - ALL DEPARTMENTS			\$199.86

VOIANCE LLC

VOIANCE LLC	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$21.42
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VOIANCE LLC	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$1.71
<i>VOIANCE LLC - Total For Police Administration</i>			<i>\$23.13</i>
VOIANCE LLC - ALL DEPARTMENTS			\$23.13

VRC COMPANIES LLC

VRC COMPANIES LLC	Municipal Court	Shredding	\$192.62
<i>VRC COMPANIES LLC - Total For Municipal Court</i>			<i>\$192.62</i>
VRC COMPANIES LLC - ALL DEPARTMENTS			\$192.62

VZWRLSS IVR VB

VZWRLSS IVR VB	Code Enforcement	CELL PHONE / AIR CARD BILL	\$160.17
<i>VZWRLSS IVR VB - Total For Code Enforcement</i>			<i>\$160.17</i>
VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$918.42
VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$880.24
<i>VZWRLSS IVR VB - Total For Police Administration</i>			<i>\$1,798.66</i>
VZWRLSS IVR VB	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$124.08
<i>VZWRLSS IVR VB - Total For Public Safety Communications</i>			<i>\$124.08</i>
VZWRLSS IVR VB	WWTP - Operations	Phones	\$145.28
<i>VZWRLSS IVR VB - Total For WWTP - Operations</i>			<i>\$145.28</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$2,228.19

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	Aircards December Bill	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			<i>\$120.03</i>
VZWRLSS MY VZ VB P	Golf - Operations	Cellular service for Ipad	\$80.02
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$80.02</i>
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$200.05

WALGREENS #13758

WALGREENS #13758	Fire-EMS Training	Meals while traveling	\$10.18
<i>WALGREENS #13758 - Total For Fire-EMS Training</i>			<i>\$10.18</i>
WALGREENS #13758 - ALL DEPARTMENTS			\$10.18

WAL-MART #1617

WAL-MART #1617	City Council	COUNCIL SUPPLIES	\$21.98
<i>WAL-MART #1617 - Total For City Council</i>			<i>\$21.98</i>
WAL-MART #1617	Golf - Operations	Refund from tax included purchase	(\$40.62)
<i>WAL-MART #1617 - Total For Golf - Operations</i>			<i>(\$40.62)</i>
WAL-MART #1617	Sewer Fund - Stormwater	supplies for stormwater hands on activity at Sci	\$26.07
<i>WAL-MART #1617 - Total For Sewer Fund - Stormwater</i>			<i>\$26.07</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$7.43

WAMCO LABS, INC.

WAMCO LABS, INC.	WWTP - Operations	1Q 2020 Whole Effluent Toxicity Test	\$1,800.00
<i>WAMCO LABS, INC. - Total For WWTP - Operations</i>			<i>\$1,800.00</i>
WAMCO LABS, INC. - ALL DEPARTMENTS			\$1,800.00

WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Booster/Irrigation	\$30.01
<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			<i>\$30.01</i>
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$30.01

WELLNESS SCREENING L

WELLNESS SCREENING L	Rec Center - Admin	MEDICAL SERVICES & HEALTH PRACTITIONERS	(\$105.00)
<i>WELLNESS SCREENING L - Total For Rec Center - Admin</i>			<i>(\$105.00)</i>
WELLNESS SCREENING L - ALL DEPARTMENTS			(\$105.00)

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Perpetual Care Urban Forestr	CEC Floor Lighting 19-014	\$500.00
<i>WEST PLAINS ENGINEER - Total For Perpetual Care Urban Forestry</i>			<i>\$500.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$500.00

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	Replacement lock for City Hall Desk	\$17.50
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<i>WESTERN WYOMING LOCK - Total For Buildings & Structures Fund</i>			<i>\$17.50</i>
WESTERN WYOMING LOCK	Fire-EMS Operations	Keys	\$5.00
<i>WESTERN WYOMING LOCK - Total For Fire-EMS Operations</i>			<i>\$5.00</i>
WESTERN WYOMING LOCK - ALL DEPARTMENTS			\$22.50

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Feb. Sewer Revenue less Admin and Payment	(\$339.30)
WESTLAND PARK-RED BU	Sewer Fund	Feb. Sewer Revenue less Admin and Payment	\$3,393.00
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,053.70</i>
WESTLAND PARK-RED BU	WWTP	Feb. Sewer Revenue less Admin and Payment	(\$1,555.41)
<i>WESTLAND PARK-RED BU - Total For WWTP</i>			<i>(\$1,555.41)</i>
WESTLAND PARK-RED BU - ALL DEPARTMENTS			\$1,498.29

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Engineering	Surveying Greenway Park Addition	\$290.00
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$290.00</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$290.00

WM SUPERCENTER

WM SUPERCENTER	Balefill - Baler Processing	CORK BOARD, COFFEE SUPPLIES	\$2.64
<i>WM SUPERCENTER - Total For Balefill - Baler Processing</i>			<i>\$2.64</i>
WM SUPERCENTER	Balefill - Diversion & Special	CORK BOARD, COFFEE SUPPLIES	\$6.97
<i>WM SUPERCENTER - Total For Balefill - Diversion & Special</i>			<i>\$6.97</i>
WM SUPERCENTER	Fire-EMS Operations	Walmart - Bic Shaver	\$2.97
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$2.97</i>
WM SUPERCENTER	Ft. Caspar Museum	Docent Training	\$25.36
<i>WM SUPERCENTER - Total For Ft. Caspar Museum</i>			<i>\$25.36</i>
WM SUPERCENTER	Golf - Operations	Tax was included in purchase. Refund to follow	\$40.62
WM SUPERCENTER	Golf - Operations	DVD player used for training and digital job board	\$38.69
WM SUPERCENTER	Golf - Operations	2 TV wall mounts for shop	\$39.76
WM SUPERCENTER	Golf - Operations	DVD player for training videos and digital job board	\$70.00
WM SUPERCENTER	Golf - Operations	Returned DVD player, wasn't the one we needed	(\$29.96)
<i>WM SUPERCENTER - Total For Golf - Operations</i>			<i>\$159.11</i>

WM SUPERCENTER	Regional Water Operations	coffee	\$39.84
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			<i>\$39.84</i>
WM SUPERCENTER	Water - Distribution	DEF, window shade, cleaner	\$111.86
<i>WM SUPERCENTER - Total For Water - Distribution</i>			<i>\$111.86</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$348.75

WY ASSN OF MUNICIPAL

WY ASSN OF MUNICIPAL	City Council	WAM Winter Conference 4 registrations	\$690.00
<i>WY ASSN OF MUNICIPAL - Total For City Council</i>			<i>\$690.00</i>
WY ASSN OF MUNICIPAL	City Manager	WAM Winter Conference 4 registrations	\$230.00
<i>WY ASSN OF MUNICIPAL - Total For City Manager</i>			<i>\$230.00</i>
WY ASSN OF MUNICIPAL - ALL DEPARTMENTS			\$920.00

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Poplar St. Bridge/BNSF 17-085	\$49.51
WY. DEPT. OF TRANSP	Capital Projects Fund	Bryan Stock Trail 09-27	\$581.96
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$631.47</i>
WY. DEPT. OF TRANSP	Police Administration	Citation Pads	\$118.10
<i>WY. DEPT. OF TRANSP - Total For Police Administration</i>			<i>\$118.10</i>
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$749.57

WY. LAW ENFORCEMENT

WY. LAW ENFORCEMENT	Police Administration	Training Frangible Ammunition	\$4,453.50
<i>WY. LAW ENFORCEMENT - Total For Police Administration</i>			<i>\$4,453.50</i>
WY. LAW ENFORCEMENT - ALL DEPARTMENTS			\$4,453.50

WYOMING AUTOMOTIVE

WYOMING AUTOMOTIVE	Sewer Fund - Collection	begonia panel fab parts	\$117.42
<i>WYOMING AUTOMOTIVE - Total For Sewer Fund - Collection</i>			<i>\$117.42</i>
WYOMING AUTOMOTIVE - ALL DEPARTMENTS			\$117.42

WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL	Streets	Walkie Talkie headphones for milling operations	\$233.99
<i>WYOMING SAFETY SUPPL - Total For Streets</i>			<i>\$233.99</i>
WYOMING SAFETY SUPPL - ALL DEPARTMENTS			\$233.99

WYOMING STEEL, RECYC

WYOMING STEEL, RECYC	Sewer Fund - Collection	begonia panel fabrication materials	\$636.15
<i>WYOMING STEEL, RECYC - Total For Sewer Fund - Collection</i>			<i>\$636.15</i>
WYOMING STEEL, RECYC - ALL DEPARTMENTS			\$636.15

YAMAHA MOTOR FINANCE

YAMAHA MOTOR FINANCE	Golf - Operations	Lease of 70 Golf Carts	\$13,165.00
<i>YAMAHA MOTOR FINANCE - Total For Golf - Operations</i>			<i>\$13,165.00</i>
YAMAHA MOTOR FINANCE - ALL DEPARTMENTS			\$13,165.00

CITYWIDE BILLS AND CLAIMS TOTAL **\$2,010,895.93**

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 _____

March 13, 2020

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establish Public Hearing for Consideration of an Annexation and Plat Creating the Sontrust No. 1 Addition to the City of Casper, and zoning of said Addition as R-3 (One to Four Unit Residential)

Meeting Type & Date:

Regular Council Meeting, March 17, 2020

Action Type:

Establish Public Hearing for April 7, 2020

Recommendation:

That Council, by minute action, establish April 7, 2020 as the date of public hearing for consideration of an annexation and a plat creating the Sontrust No. 1 Addition to the City of Casper; and zoning of said Addition as R-3 (One to Four Unit Residential).

Summary:

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

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

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

Section 17.12.170 of the Casper Municipal Code requires that staff review all zoning requests in context with the approved Comprehensive Land Use Plan, and staff is required to provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone

change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as a “Neighborhood 2.” The Neighborhood 2 designation anticipates single and multifamily residential development; therefore, the proposed R-3 (One to Four Unit Residential) zoning is a good fit for the area.

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

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

The Planning and Zoning Commission voted unanimously to support the annexation, plat and zoning after a public hearing on February 20, 2020. There were no public comments at the meeting; however, there was one letter of opposition submitted prior to the meeting, citing concerns about the type of structures that may be built on the property. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

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

Attachments:

Location Map

Proposed Annexation and Replat, Sontrust No. 1 Addition



March 12, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*

SUBJECT: Establish April 7, 2020, as the Public Hearing Date to Create Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements.

Meeting Type & Date
Regular Council Meeting
March 17, 2020

Action type
Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish April 7, 2020 as the Public Hearing date and 1st Reading to create Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements.

Summary

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

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

Wyoming Statutes (W.S.) govern the process for a city to follow to create a local improvement district. A city has the authority to provide for the making and maintenance of local improvements

and to levy and collect a special assessment on the property specially benefited to pay all or part of the cost of the improvement. Casper Municipal Code refers to the local improvement process as “Local Assessment Districts (LADs).”

General Powers and Duties Overview:

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

None

March 13, 2020

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establishing May 19, 2020 as the date of the Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the Sontrust No. 1 Addition to the City of Casper complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, March 17, 2020.

Action Type:

Establish date of public hearing for May 19, 2020.

Recommendation:

That Council, by minute action, establish May 19, 2020 as the date of the public hearing for consideration of a Resolution to determine if the Annexation of the Sontrust No. 1 Addition complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

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

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not Applicable

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations.

Attachments:

Location Map

Proposed Annexation and Replat, Sontrust No. 1 Addition



March 3, 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 *CLM*

SUBJECT: 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 17, 2020

Action type
Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application 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.

Our municipal code states that city council may allow the sale of other malt beverages for on premise consumption when obtained through a licensed wholesale malt beverage distributor. This establishment is also requesting permission to sell other malt beverages.

If this license is approved, this will be the 5th license in Casper, with 31 still being available.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations

City will receive \$500 if this license is approved.

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	_____		
Trf from:	_____		
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

To be completed by City/County Clerk

Local License #: Micro

License Fees Annual Fee: \$ 500.00 Date filed with clerk: 02 18 2020

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 03/06/2020 & 03/08/2020

Transfer Fee: \$ _____ Hearing Date: 03 17 2020

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 04 Month 01 Day 1 Year 2020 Through 03 Month 31 Day 1 Year 2021

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Oil City Beer Company, LLC

Trade/Business Name (dba): Oil City Beer Company

Building to be licensed/Building Address: 4155 Legion Ln Unit 4 and 6
Number & Street

Casper WY 82609 Natrona
City State Zip County

Mailing Address: 2948 Croydon Dr
Number & Street or P.O. Box

Casper WY 82609
City State Zip

Business Telephone Number: (307) 277-0951 Fax Number: ()

E-Mail Address: choburka@hotmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
* Lot 3 + Lot 4, LMP addition to the city of Casper

FILING FOR <input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP FORMERLY HELD BY: _____	FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF: <u>Casper</u> <input type="checkbox"/> COUNTY OF: _____ <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP/LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
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TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input checked="" type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
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To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10a to 8pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

- BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
 - (1) **OWN** the licensed building? YES (own)
 - (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate: June 30, 2024

(A) When the lease expires, located on page 1 paragraph 3 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 2 paragraph 6 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO
- If "YES", explain: _____

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)
- Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Daniel Graham						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Chris Hoburka						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) YES NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) YES NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? YES NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?
(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?
(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?
(d) Has the club been in continuous operation for a period of not less than one (1) year?
(e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?
(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?
(g) Have you filed a true copy of your bylaws with this application?
(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

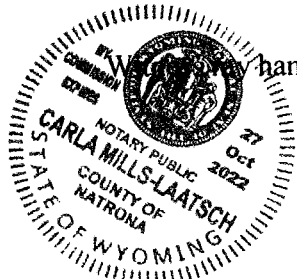
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Natrona) SS.

Signed and sworn to before me on this 3rd day of July, 2019 that the facts alleged in the foregoing instrument are true by the following:

Table with 3 columns: Signature, Printed Name, Title. Row 1: Daniel G. Graham, Owner. Row 2: Chris Hoburka, Owner.



Hand and official seal:

Signature of Notary Public: Carla Mills-Laatsch

My commission expires: 10/27/2022

(SEAL)

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 03/03/2020 and ended on 03/18/2020 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mills-Haatch

Date: 03/03/2020

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

3rd day of March, 2020



Christa K. Wiggs

Provide to City of Casper Central Records

NEW MICROBREWERY LIQUOR LICENSE

An application for a new Microbrewery Liquor License No. 7, Oil City Beer Company, LLC, d/b/a Oil City Beer, located at 4155 Legion Lane Unit 4 and 6 has been received in this office. Public Hearing on said application will be held on March 17th, 2020, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

March 3, 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 *CLM*

SUBJECT: 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 17, 2020

Action type
Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application 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. (Frontier), located at 117 East 2nd Street. If approved, this license would be effective in the new liquor license period starting April 1, 2020.

Currently, Frontier has an active liquor license at this address. During the renewal process Frontier 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. Frontier'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. At this time the owners of this establishment indicated they did not intend to renew this license at this address. 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 Frontier 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. If this license is

approved, it will not affect the total of microbreweries as Frontier currently has one, 31 will still be available.

Our municipal code states that city council may allow the sale of other malt beverages for on premise consumption when obtained through a licensed wholesale malt beverage distributor. This establishment is also requesting permission to sell other malt beverages.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations

City will receive \$500 if this license is approved. The cost for renewing this license would have been \$500 also.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	_____	
Trf from:	_____	
Reviewer:	Initials	Date
Agent:	_____	____/____/____
Chief:	_____	____/____/____

To be completed by City/County Clerk

Local License #: Microbrew No. 4

License Fees Annual Fee: \$ 500.00 Date filed with clerk: 02 11 2020

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 03/06/2020 & 03/08/2020

Transfer Fee: \$ _____ Hearing Date: 03 17 2020

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 04 01 2020 Through 03 31 2021

Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Brew Story, LLC

Trade/Business Name (dba): Frontier Brewing Co

Building to be licensed/Building Address: 117 E 2nd Street

Number & Street

Casper WY 82601 Natrona

City State Zip County

Mailing Address: PO Box 311

Number & Street or P.O. Box

Casper WY 82602

City State Zip

Business Telephone Number: (307) 337-1000 Fax Number: ()

E-Mail Address: todd@adbag.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

lot size 2,581 sq/ft Tract: 200 lot: 4 Bldg 1917

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input checked="" type="checkbox"/> NEW LICENSE	<input checked="" type="checkbox"/> CITY OF: <u>Casper</u>	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> TRANSFER OF LOCATION	<input type="checkbox"/> COUNTY OF: _____	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> TRANSFER OWNERSHIP	<input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<input checked="" type="checkbox"/> LP/LLP
FORMERLY HELD BY: _____		<input checked="" type="checkbox"/> LLC
		<input type="checkbox"/> CORPORATION
		<input type="checkbox"/> LTD PARTNERSHIP
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input checked="" type="checkbox"/> MICROBREWERY
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	<input type="checkbox"/> RESORT LIQUOR LICENSE	<input type="checkbox"/> WINERY
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> DISTILLERY SATELLITE
	LIMITED RETAIL (CLUB)	<input type="checkbox"/> WINERY SATELLITE
	<input type="checkbox"/> VETERANS CLUB	<input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> FRATERNAL CLUB	SPECIAL DESIGNATIONS
	<input type="checkbox"/> GOLF CLUB	<input type="checkbox"/> CONVENTION FACILITY
	<input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
		<input type="checkbox"/> GOLF CLUB
		<input type="checkbox"/> GUEST RANCH
		<input type="checkbox"/> RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) SEASONAL/PART-TIME NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from Jan to Dec from _____ to _____ from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

- BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
 - OWN the licensed building? YES (own) YES (lease)
 - LEASE the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate:

 - When the lease expires, located on page 1 paragraph 1 of lease. SEE ADDENDUM
 - Where the Sales provision for alcoholic or malt beverages is located, on page 3 paragraph 4 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO
- If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)
 Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Todd S. Tibbs						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Shawn Houck						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Bruce Carpenter						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) YES NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division) YES NO

(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? YES NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with this application? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) YES NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Natrona) ss.

Signed and sworn to before me on this 14th day of February,

20__ that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|-----------------------------------|---|------------------------|
| 1) | <u>[Signature]</u>
(Signature) | <u>Todd Titus</u>
(Printed Name) | <u>Member</u>
Title |
| 2) | <u>[Signature]</u>
(Signature) | <u>Shawn Huck</u>
(Printed Name) | <u>MEMBER</u>
Title |
| 3) | <u>[Signature]</u>
(Signature) | <u>Brice C. Carpenter</u>
(Printed Name) | <u>Member</u>
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) | _____
(Signature) | _____
(Printed Name) | _____
Title |

Witness my hand and official seal:

Veronica Mason
Signature of Notary Public

My commission expires: August 10, 2020



AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 03/03/2020 and ended on 03/18/2020 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

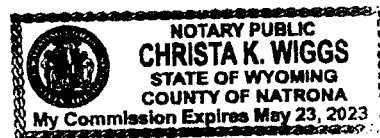
By: Carla Mills-Haatsch

Date: 03/03/2020

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

3rd day of March, 2020



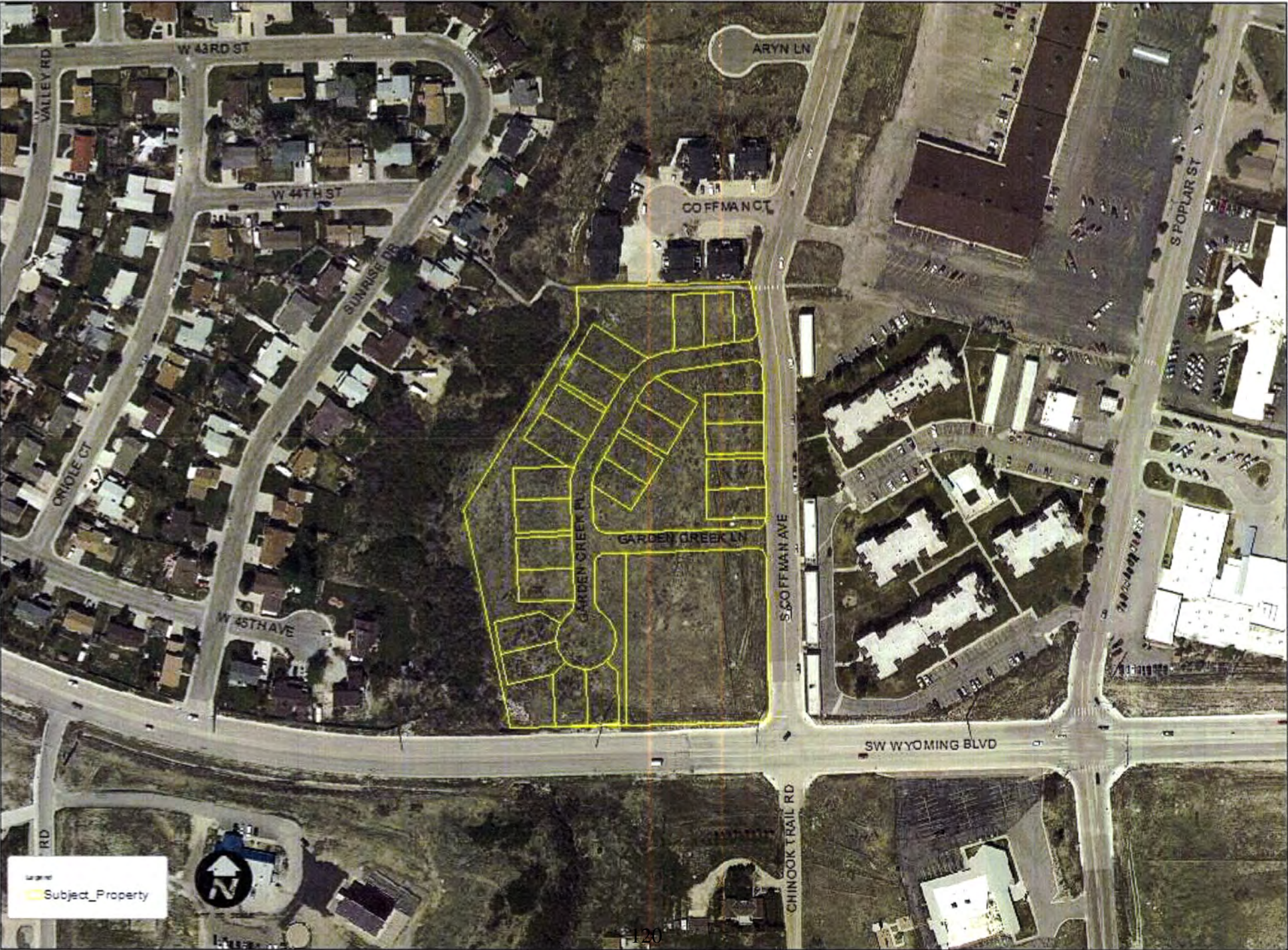
Christa K. Wiggs

Provide to City of Casper Central Records

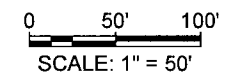
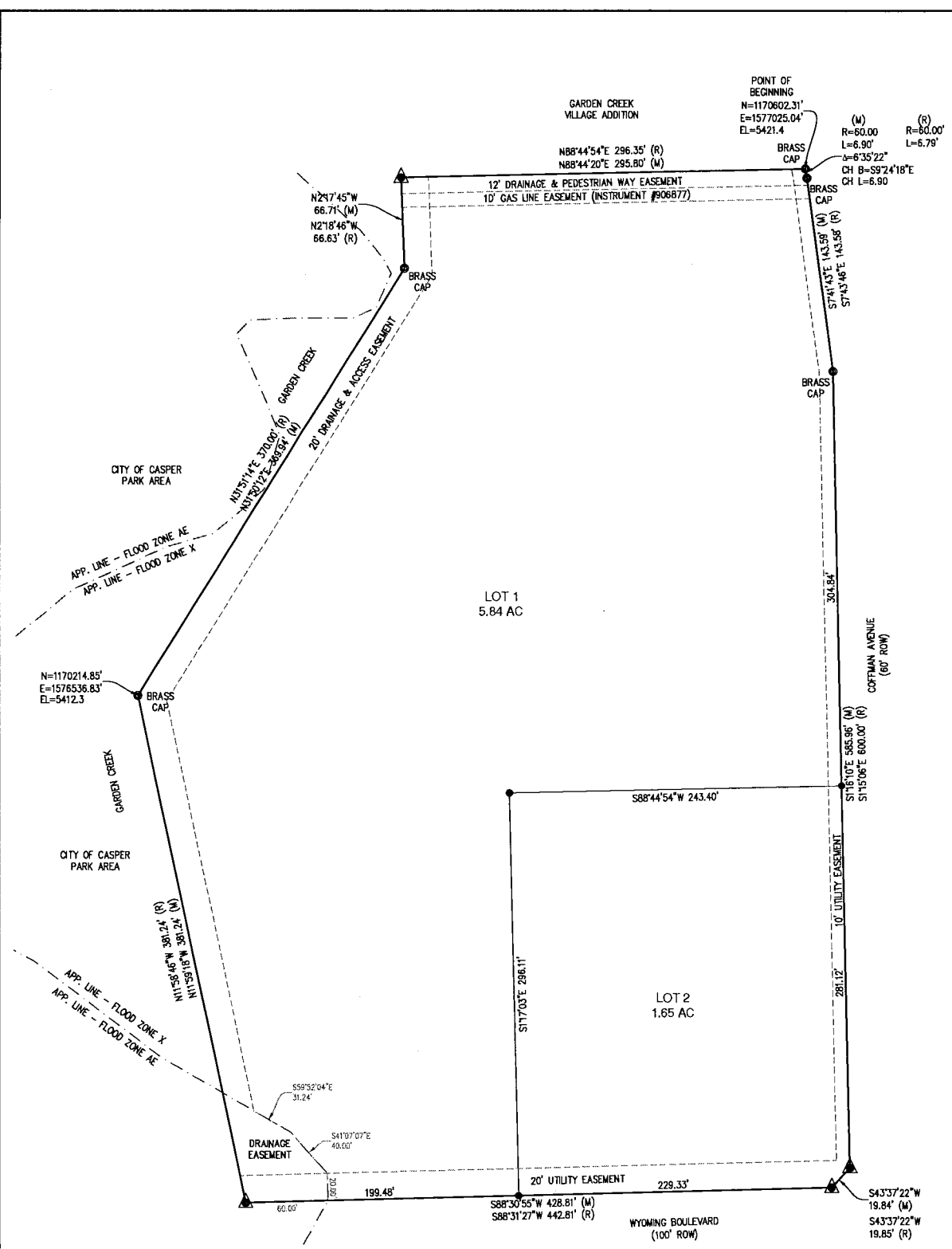
NEW MICROBREWERY LIQUOR LICENSE

An application for a new Microbrewery Liquor License No. 4, Brewstory, LLC d/b/a Frontier Brewing Co, located at 117 East 2nd Street has been received in this office. Public Hearing on said application will be held on March 17, 2020, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

Garden Creek Square Addition No. 2

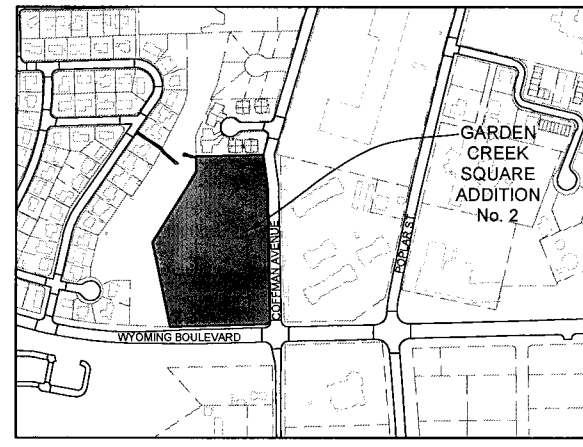


M:\Land 2019\Engineering\19-047 Mercedmark, Vista Area\Survey Plots\GARDEN CREEK SQUARE REPLAT.dwg, 1/7/2020, B11



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

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



VICINITY MAP
NO SCALE

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }
 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 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 SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;
 THENCE S43°37'22"W, ALONG THE EAST LINE OF SAID ADDITION AND THE WEST LINE OF COFFMAN AVENUE, A DISTANCE OF 19.84 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, LOCATED ON THE NORTH LINE OF WYOMING BOULEVARD, MONUMENTED BY A BRASS CAP;
 THENCE S88°30'55"W, ALONG THE SOUTH LINE OF SAID ADDITION AND THE NORTH LINE OF WYOMING BOULEVARD, A DISTANCE OF 428.81 FEET TO THE SOUTHWEST CORNER OF SAID ADDITION AND THE SOUTHEAST CORNER OF THE CITY OF CASPER PARK AREA, MONUMENTED BY A BRASS CAP;
 THENCE N11°59'18"W, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 381.24 FEET TO AN ANGLE POINT MONUMENTED BY A BRASS CAP;
 THENCE N31°50'12"E, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 369.84 FEET, TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;
 THENCE N02°17'45"W, ALONG THE WEST LINE OF SAID ADDITION AND THE EAST LINE OF THE CITY OF CASPER PARK AREA, A DISTANCE OF 66.71 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, MONUMENTED BY A BRASS CAP;
 THENCE N88°44'20"E, ALONG THE NORTH LINE OF SAID ADDITION AND THE SOUTH LINE OF THE GARDEN CREEK VILLAGE ADDITION, A DISTANCE OF 295.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 7.49 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.
 THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "GARDEN CREEK SQUARE ADDITION NO. 2" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AND "DRAINAGE & PEDESTRIAN WAY EASEMENT" AND "20' DRAINAGE & ACCESS EASEMENT" AS SHOWN ON THIS PLAT. THE AREAS DESIGNATED AS "12' DRAINAGE & PEDESTRIAN WAY EASEMENT" AND "20' DRAINAGE & ACCESS EASEMENT" ARE DEDICATED TO THE USE OF THE PUBLIC AS AN ACCESS TO THE EXISTING OPEN SPACE ALONG GARDEN CREEK. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

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

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

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____
 _____ NOTARY PUBLIC

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.
 _____ CITY SURVEYOR

NOTES

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

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }
 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
 OF SECTION 20 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY WYOMING
 DECEMBER, 2019

**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 3rd day of March, 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:

Walker Tremel

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.

Greenway Park III Addition



**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

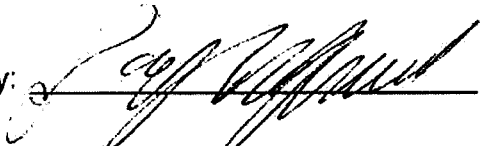
Fleur Tremel
City Clerk

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 3rd day of March, 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:

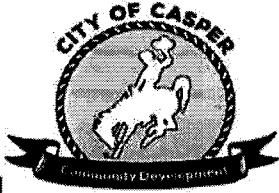
- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Conventional site-built and modular two-family dwellings;
- C. Conventional site-built and modular 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-N¹/₄ CORNER OF SAID SECTION 14, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N00°41'01"W, ALONG THE WEST LINE OF GREENWAY PARK NO. II ADDITION, A DISTANCE OF 442.62 FEET TO THE NORTHWEST CORNER OF SAID ADDITION, ALSO BEING THE SOUTHWEST CORNER OF LOT 9, BLOCK 1, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N89°19'57"E, ALONG THE NORTH LINE OF GREENWAY PARK NO. II ADDITION AND THE SOUTH LINE OF RUSTIC PINES ADDITION, A DISTANCE OF 280.21 FEET TO THE NORTHEAST CORNER OF SAID ADDITION, ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, RUSTIC PINES ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S39°41'07"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 150.26 FEET, TO AN ANGLE POINT MONUMENTED BY A BRASS CAP;

THENCE S18°19'26"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF BLOCK 2, RUSTIC PINES ADDITION, A DISTANCE OF 324.71 FEET, TO AN ANGLE POINT ALSO BEING THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S00°45'18"E, ALONG THE EAST LINE OF GREENWAY PARK NO. II ADDITION AND THE WEST LINE OF RUSTIC RIDGE ADDITION, A DISTANCE OF 1248.17 FEET, TO THE SOUTHEAST CORNER OF TRACT H, GREENWAY PARK NO. II ADDITION, LOCATED ON THE NORTH LINE OF EAST 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°06'00", 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 N132°25'7"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 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°03'54"E, A DISTANCE OF 187.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

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

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

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

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

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

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

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

DON BERLAND - MANAGING PARTNER
 PRESERVE CASPER, LLC

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

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES ____

NOTARY PUBLIC

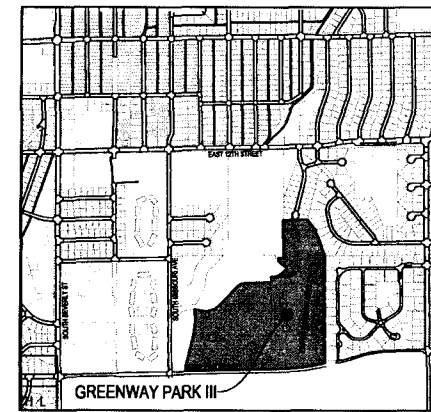
DON BERLAND - MANAGING PARTNER
 PRESERVE CASPER, LLC

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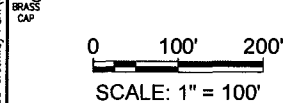
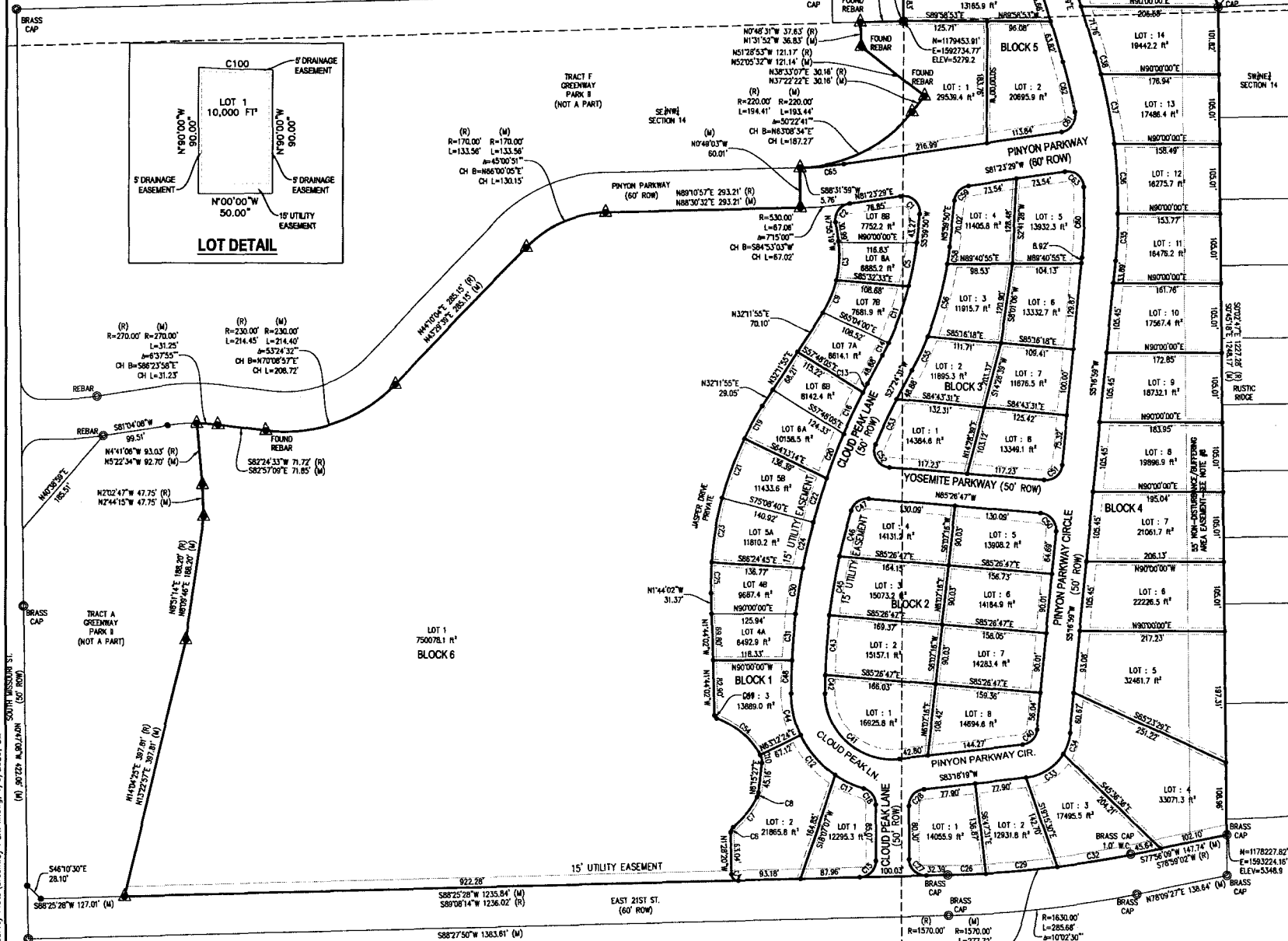
NOTARY PUBLIC

W.D. 19-255



VICINITY MAP
 1"=1000'

CURVE TABLE					CURVE TABLE					CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA	CH L	CURVE #	RADIUS	ARC LENGTH	DELTA	CH L	CURVE #	RADIUS	ARC LENGTH	DELTA	CH L
C1	25.00'	45.64'	100°38'21"	54.618'±	C23	300.00'	98.33'	116°19'05"	98.17'	C45	850.00'	90.36'	52°28'56"	89.28'±
C2	25.00'	38.87'	89°18'47"	43.644'±	C24	1000.00'	71.05'	4°04'15"	512.317'±	C46	850.00'	71.20'	47°17'36"	81.418'±
C3	180.00'	57.46'	20°34'31"	102.585'±	C25	500.00'	46.44'	57°19'17"	102.585'±	C47	25.00'	54.08'	78°08'00"	102.585'±
C4	180.00'	15.73'	80°47'42"	14.18'	C26	1570.00'	57.82'	2°08'00"	587.384'±	C48	1000.00'	50.01'	2°34'54"	51.037'±
C5	475.00'	86.57'	87°47'42"	14.18'	C27	25.00'	38.87'	91°36'13"	44.548'±	C49	5.00'	5.96'	86°17'43"	51.037'±
C6	10.00'	8.46'	54°13'28"	10.28'	C28	25.00'	38.35'	83°19'10"	44.548'±	C50	25.00'	36.56'	86°17'43"	51.037'±
C7	128.00'	58.37'	28°42'33"	10.28'	C29	1570.00'	108.75'	3°28'08"	584.343'±	C51	25.00'	38.85'	89°16'41"	54.618'±
C8	20.00'	8.87'	18°40'17"	10.28'	C30	1000.00'	70.00'	4°00'36"	587.384'±	C52	25.00'	47.28'	108°19'28"	102.585'±
C9	180.00'	32.81'	18°54'44"	10.28'	C31	1000.00'	70.00'	4°00'36"	587.384'±	C53	898.58'	75.21'	47°12'25"	102.585'±
C10	20.00'	12.58'	38°02'22"	11.135'	C32	1570.00'	111.35'	4°03'48"	587.384'±	C54	125.00'	87.82'	40°15'07"	102.585'±
C11	475.00'	81.11'	10°58'24"	10.28'	C33	75.00'	88.55'	52°22'12"	102.585'±	C55	325.00'	55.71'	80°44'48"	102.585'±
C12	130.00'	80.27'	30°38'41"	10.28'	C34	75.00'	33.58'	25°28'08"	102.585'±	C56	325.00'	114.12'	122°17'17"	102.585'±
C13	1000.00'	14.78'	0°58'46"	10.28'	C35	825.00'	71.37'	4°37'23"	102.585'±	C57	180.00'	58.74'	18°41'31"	57.285'±
C14	475.00'	20.52'	22°31'31"	10.28'	C36	825.00'	105.25'	10°25'07"	102.585'±	C58	25.00'	32.80'	2°32'30"	102.585'±
C15	25.00'	38.58'	88°22'03"	54.110'±	C37	825.00'	108.93'	7°25'35"	102.585'±	C59	25.00'	32.80'	75°23'38"	102.585'±
C16	1000.00'	88.82'	37°38'31"	34.81'	C38	825.00'	34.38'	22°17'17"	102.585'±	C60	775.00'	106.40'	7°51'56"	51.210'±
C17	150.00'	47.56'	18°18'47"	47.28'	C39	130.00'	44.87'	19°41'00"	102.585'±	C61	25.00'	40.31'	82°23'23"	53.917'±
C18	25.00'	32.24'	72°54'47"	30.00'	C40	25.00'	34.04'	78°01'36"	44.45'	C62	275.00'	78.44'	54°17'50"	51.210'±
C19	500.00'	58.02'	82°57'09"	58.99'	C41	100.00'	168.12'	86°19'36"	146.01'	C63	25.00'	41.80'	180°10'31"	58.735'±
C20	1000.00'	71.16'	4°04'41"	71.16'	C42	850.00'	27.30'	1°38'47"	102.585'±	C64	470.38'	58.80'	71°53'35"	58.424'±
C21	500.00'	65.33'	1°55'27"	65.18'	C43	850.00'	80.04'	5°25'40"	102.585'±					
C22	1000.00'	66.95'	3°57'07"	66.84'	C44	150.00'	84.64'	24°41'23"	84.14'					



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

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.

INSPECTED AND APPROVED THIS ____ DAY OF ____ 2020.

NOTES

- ERROR OF CLOSURE EXCEEDS 1:968.711.
- BASIS OF BENCHMARKS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'38.8152", AND THE COMBINED FACTOR IS 0.9997769.
- ALL DISTANCES ARE GROUND.
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.
- NO EARTH MOVING ACTIVITIES OR STRUCTURES WILL BE ALLOWED IN THE 55' WIDE NON-DISTURBED BUFFERING AREA LOCATED ALONG THE EAST LINE OF BLOCK 4.

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

DON BERLAND - MANAGING PARTNER
 HAYSTACK PROPERTIES, LLC

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

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES ____

NOTARY PUBLIC

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

AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE SE¹/₄ NW¹/₄ SW¹/₄ NE¹/₄ OF SECTION 14, T.33N., R.79W., 6TH P.M., NATRONA COUNTY WYOMING
 DECEMBER, 2019

JAN - 9 2020

1/09/2020

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

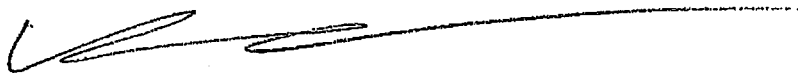
Doug and Terry Richardson
1940 Rustic Drive
Casper, Wyoming 82609
terryri@tribcsp.com

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



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

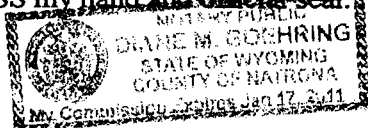
John S. Neilson
By:
Printed Name: John S. Neilson
Title: MANAGER

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.

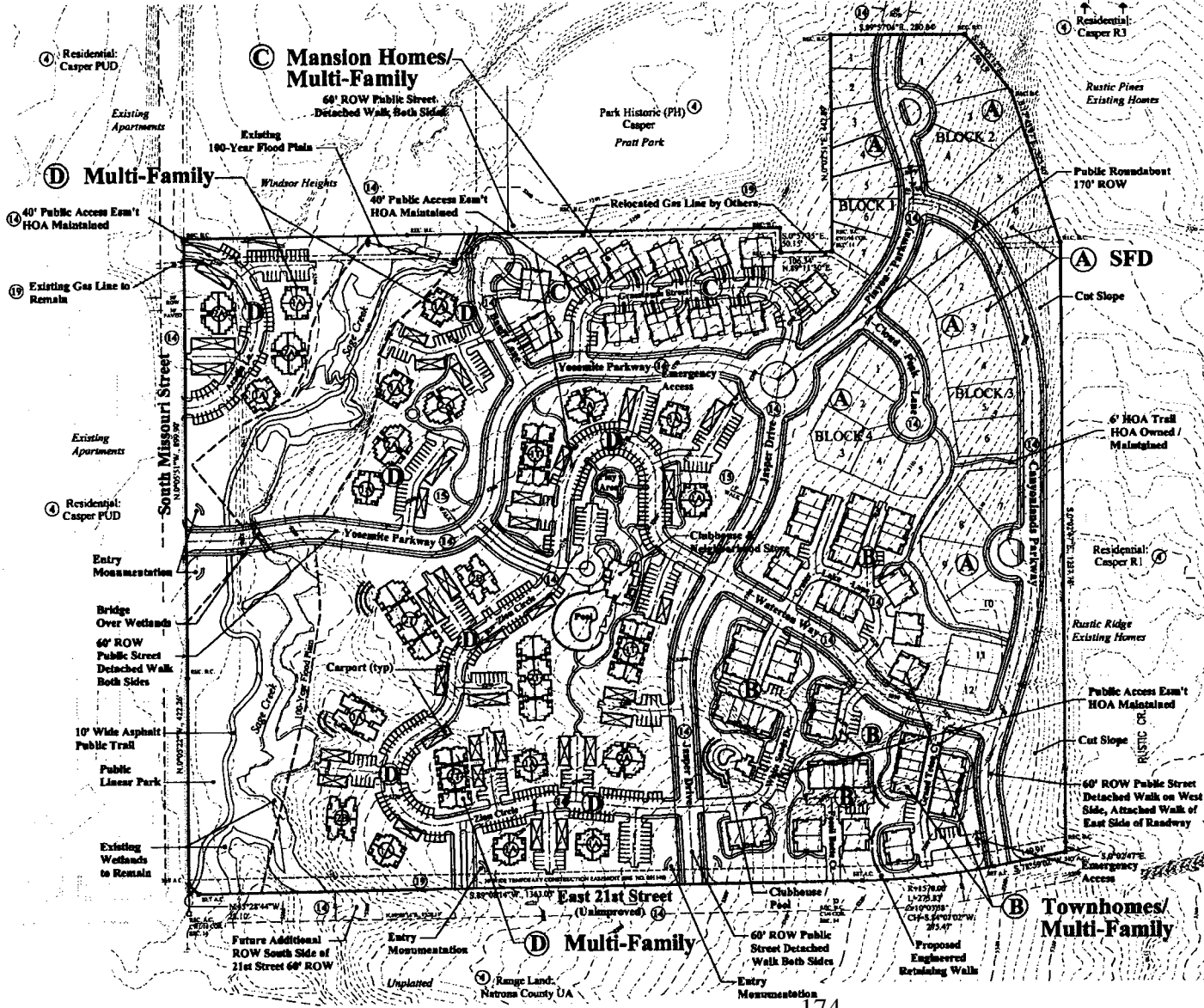
WITNESS my hand and official seal:



Diane M. Gochring

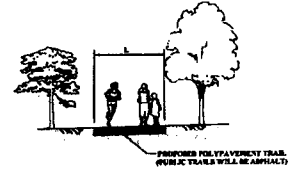
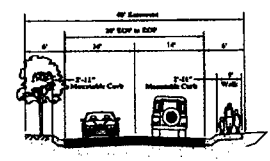
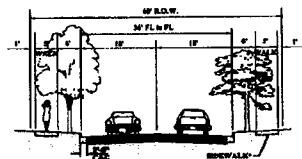
Greenway Park

Planned Unit Development Site Plan Preliminary Site Plan

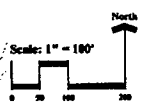


Land Use Summary Table:

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:	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



Trail Section (NTS)
L = 4' FOR PERIPHERAL TRAILS - HOA OWNED & MAINTAINED
L = 10' FOR TRAILS NECESSARY TO PROVIDE EMERGENCY VEHICLE ACCESS / PUBLIC TRAIL TO PARK



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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Exhibits

- A. Legal Description
- B. Vicinity Map
- C. PUD Plan

Greenway Park - Planned Unit Development Narrative & Guidelines

I. Project Overview and Intent:

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. The focus of Greenway Park will be to provide the City of Casper with a variety of dwelling units. The mix of multi-family buildings, mansion homes, townhomes and single family detached units will provide the City of Casper with a vibrant residential area that is needed for the current marketplace.

The principles used to guide this planned community capable of responding to the current and changing market place are as follows:

- Provide a mix of residential unit types that will be able to respond to existing and future market conditions.
- Allow a variety of creative solutions and flexibility that can be utilized during final construction of the residential tracts.
- Work the infrastructure and building units to most effectively use the existing character or the land.
- Promote walkability throughout the site as well as connection to adjacent parcels.

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.

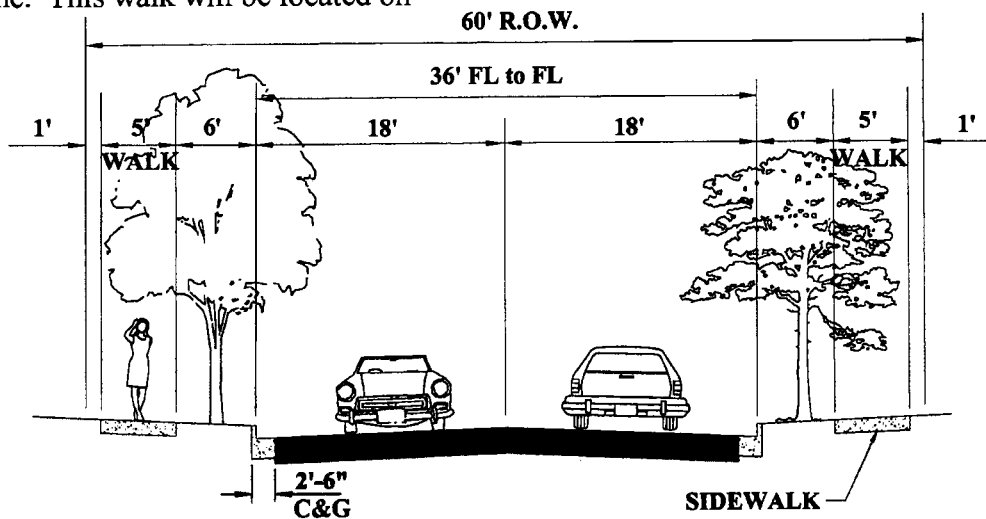
Greenway Park - Planned Unit Development Narrative & Guidelines

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.

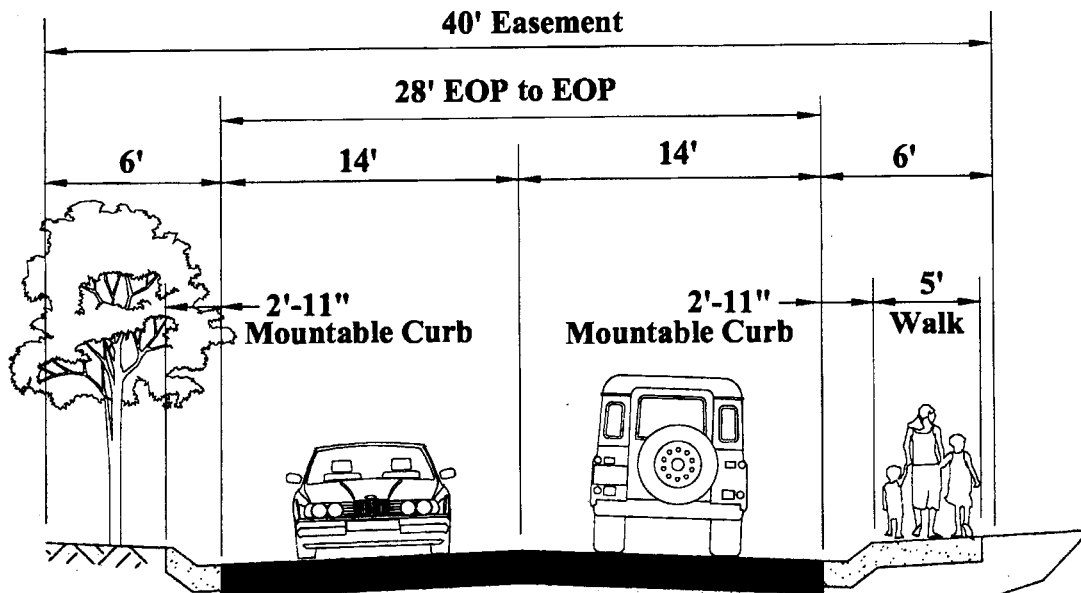


Public Residential Street - 60' R.O.W. (NTS)
Parking allowed on both sides of roadway

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

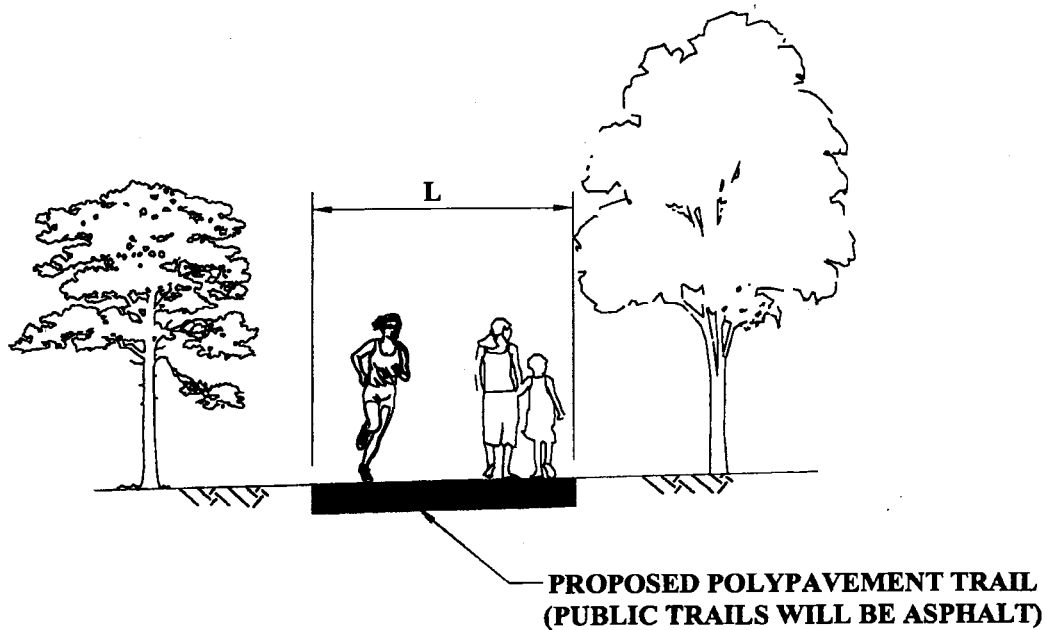
Trails

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:

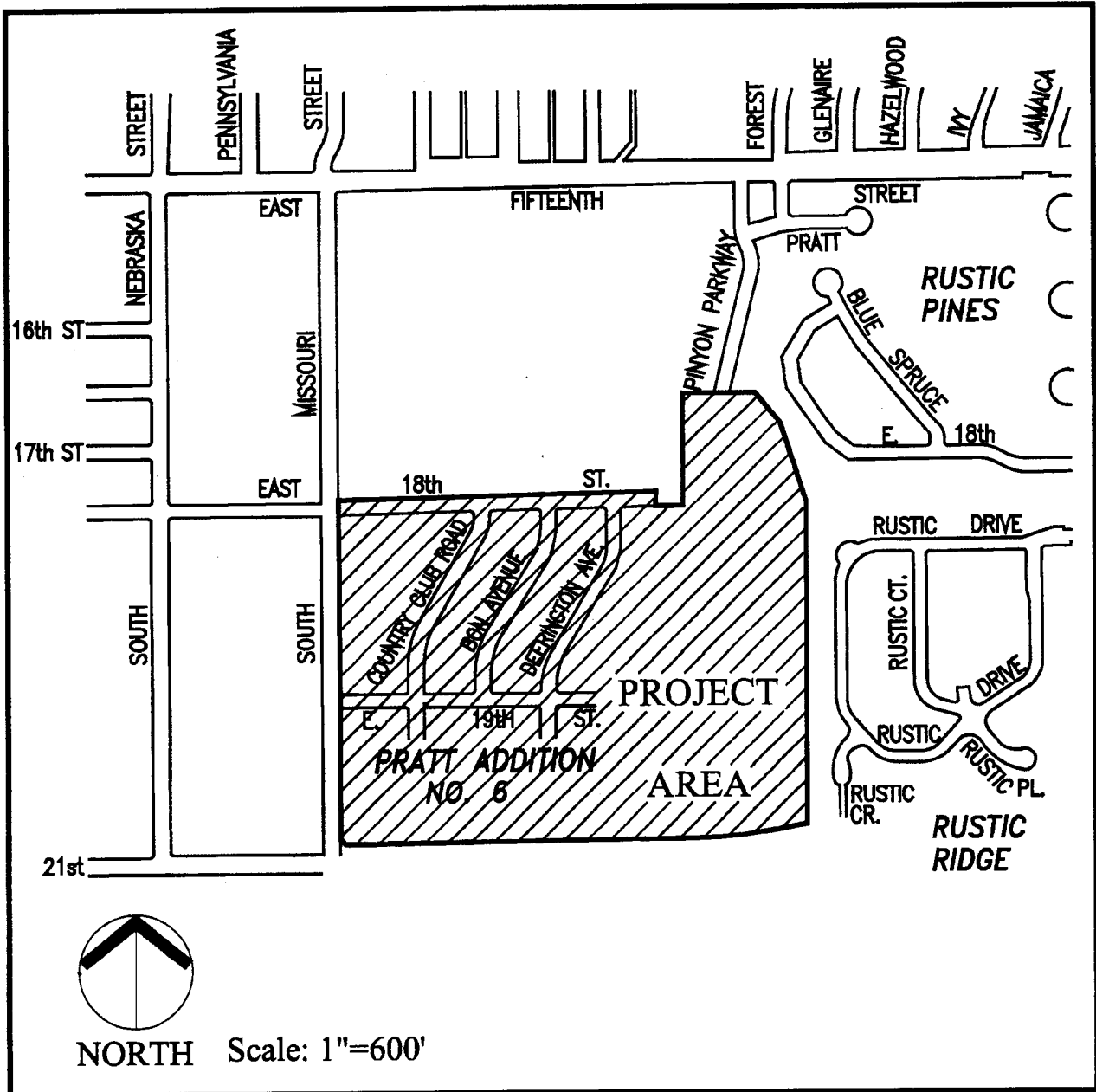
A TRACT OF LAND BEING A PORTION OF THE N1/2 OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., AND ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7, "PRATT ADDITION NO. 6" (PHASE ONE) TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND BRASS CAP MARKING 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

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

24 MANSION HOMES



FRONT ELEVATION



FRONT ELEVATION

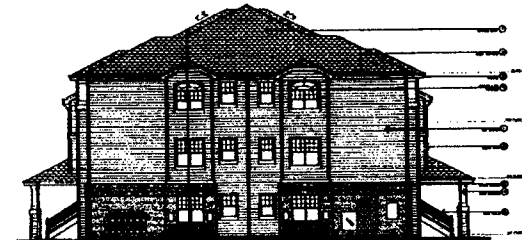


SIDE ELEVATION

24 TOWNHOMES



SIDE ELEVATION
8-UNIT MULTI-FAMILY (2A)



SIDE ELEVATION
24-UNIT MULTI-FAMILY (1T)

Scale: 1"=10'
August 24, 2007
Rev. Jan. 07, 2008
Job No. 06023

Sheet
1 of 3

Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



FRONT ELEVATION



FRONT ELEVATION



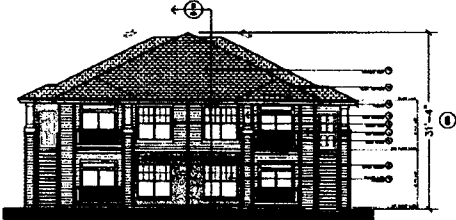
SIDE ELEVATION
⊗ 24-UNIT MULTI-FAMILY (2T)



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

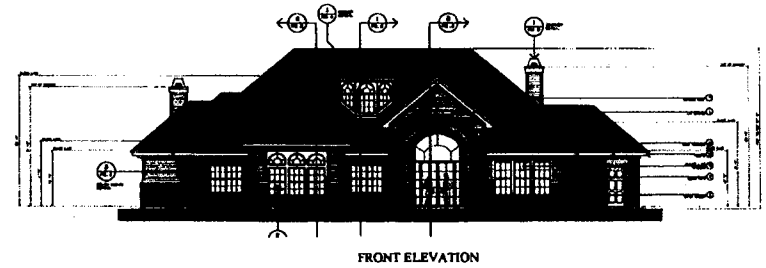
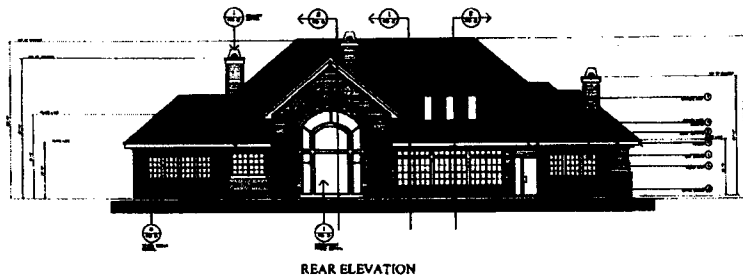
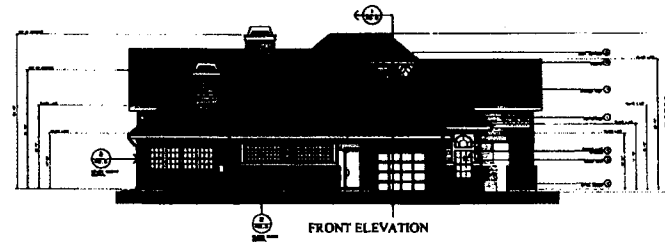
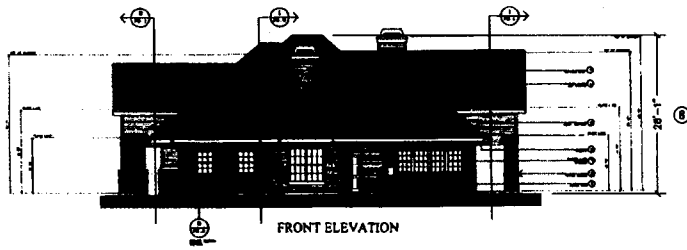
Sheet
2 of 3

Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



⊗ MULTI-FAMILY CLUBHOUSE



**GREENWAY PARK 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."

NATRONA COUNTY CLERK, WY
Renea Vitto
Recorded: JF
Apr 30, 2009 04:42:37 PM
Pages: 3
Fee: \$14.00
CITY OF CASPER

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:

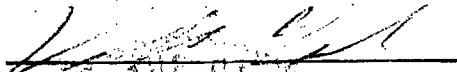
- A. *The Owner shall design and construct the traffic signal to be located at the intersection of South Missouri and East 15th Streets, and shall pay their proportionate share of the costs (36%). Said signal shall be installed concurrent with the construction of public improvements in Phase I of the development. The City will reimburse the applicant for the balance of the costs for design and construction of the signal (64%).*

ARTICLE III: RATIFICATION

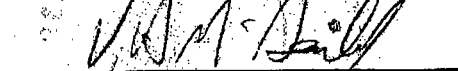
The parties hereto, in consideration of the mutual promises and covenants herein contained, hereby ratify the terms and conditions of the Greenway Park Addition Subdivision Agreement entered into by and between them on August 19, 2008, as amended hereby.

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



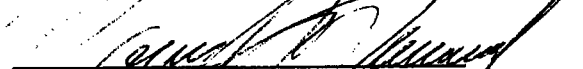
Paul C. Bertoglio
Mayor

WITNESSETH:



By:

HAYSTACK PROPERTIES, LLC

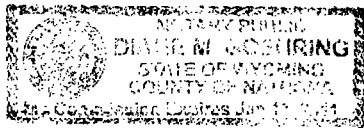


By:

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.

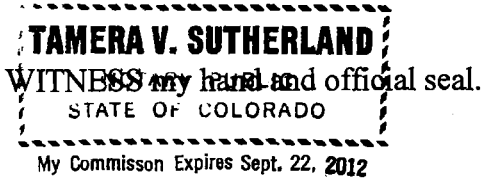


Diane M. Coe
Notary Public

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."

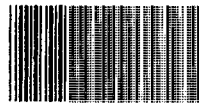
WHEREAS, Owner has applied to annex, plat, and zone 61.23-acres, more or less, and creating 41 lots, to be known as the Greenway Park Addition; and,

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. Trenbly III

ATTEST:

V. H. McDonald
City Clerk

WITNESSETH:

Karen Victoria
Printed Name: Karen Victoria
Title: Vice-President

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul C. Bertoglio
Paul C. Bertoglio
Mayor

HAYSTACK PROPERTIES, LLC

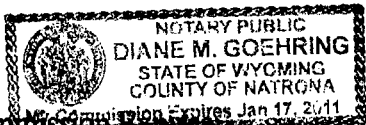
John S. Neilson
Printed Name: John S. Neilson
Title: manager

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 T Jefferson)

The foregoing instrument was acknowledged before me by John S. Neilson, as Manager, for Haystack Properties, LLC, this 2nd day of February, 2008.

WITNESS my hand and official seal.

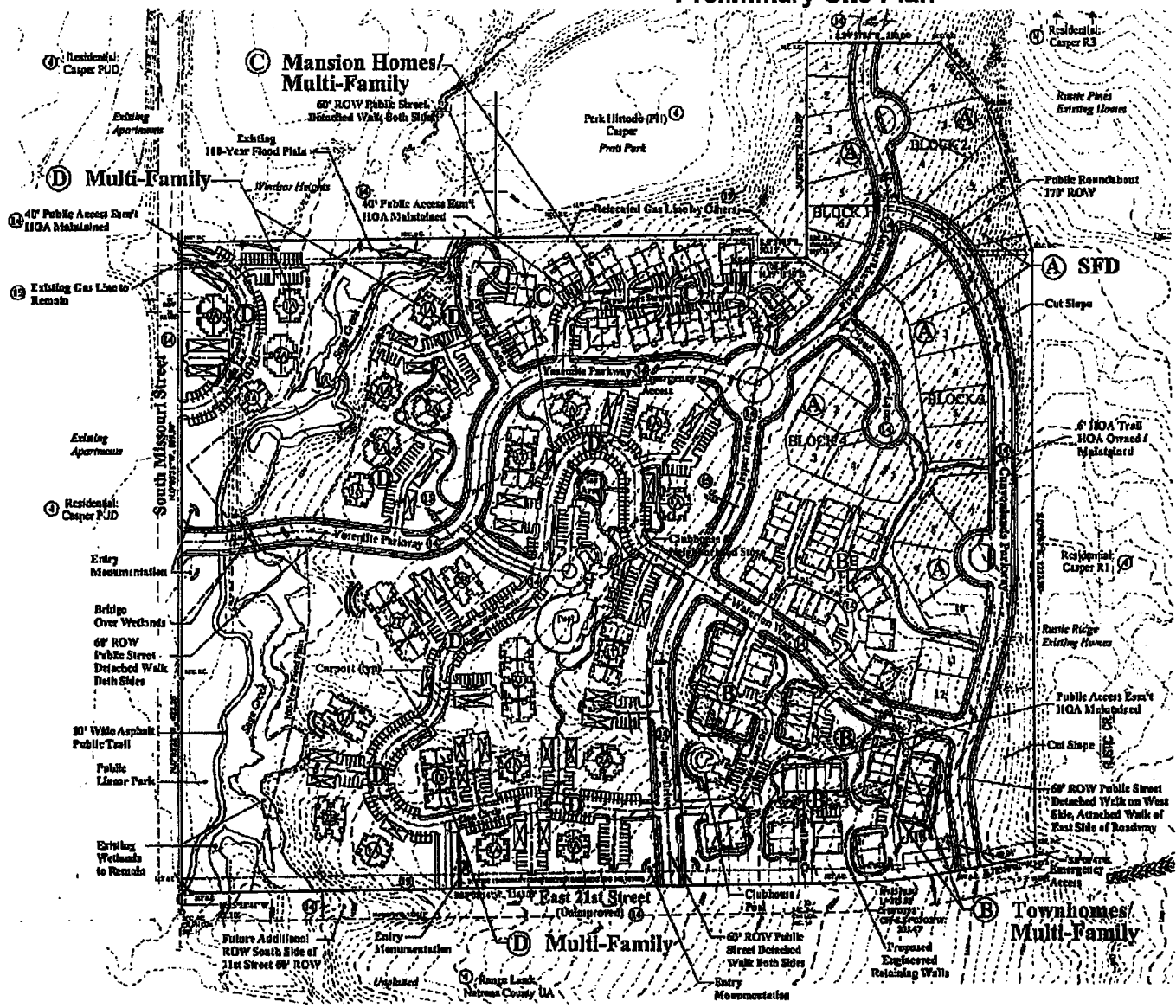
My Commission Expires 8/22/09

John S. Neilson
Notary Public

Greenway Park

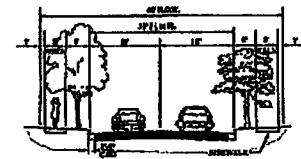
Planned Unit Development Site Plan

Preliminary Site Plan

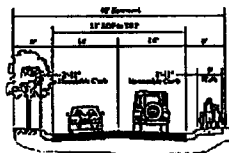


Land Use Summary Table:

Total land area:	58.73 ac. +/-
⑥ Maximum Allowable Building Height:	45'-0"
Proposed Building Height:	
A. SFD:	35'-0" Max.
B. Townhomes / Multi-Family:	39'-0" Max.
C. Mansion Homes / Multi-Family:	39'-0" Max.
D. Multi-Family:	40'-0" Max.
Total number of dwelling units:	429 Units
A. SFD:	39 Units
B. Townhomes / Multi-Family:	63 Units
C. Mansion Homes / Multi-Family:	36 Units
D. Multi-Family:	380 Units
Dwelling units per acre:	7.3 +/- DU/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 / 395 covered spaces)	Ratio: 68.8 Spaces 2.0:1



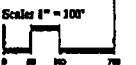
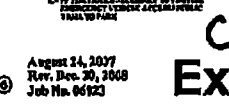
Public Access Easement - 15' Easement (15'x100')



Townhomes (15'x100')



Trail Section (15'x100')



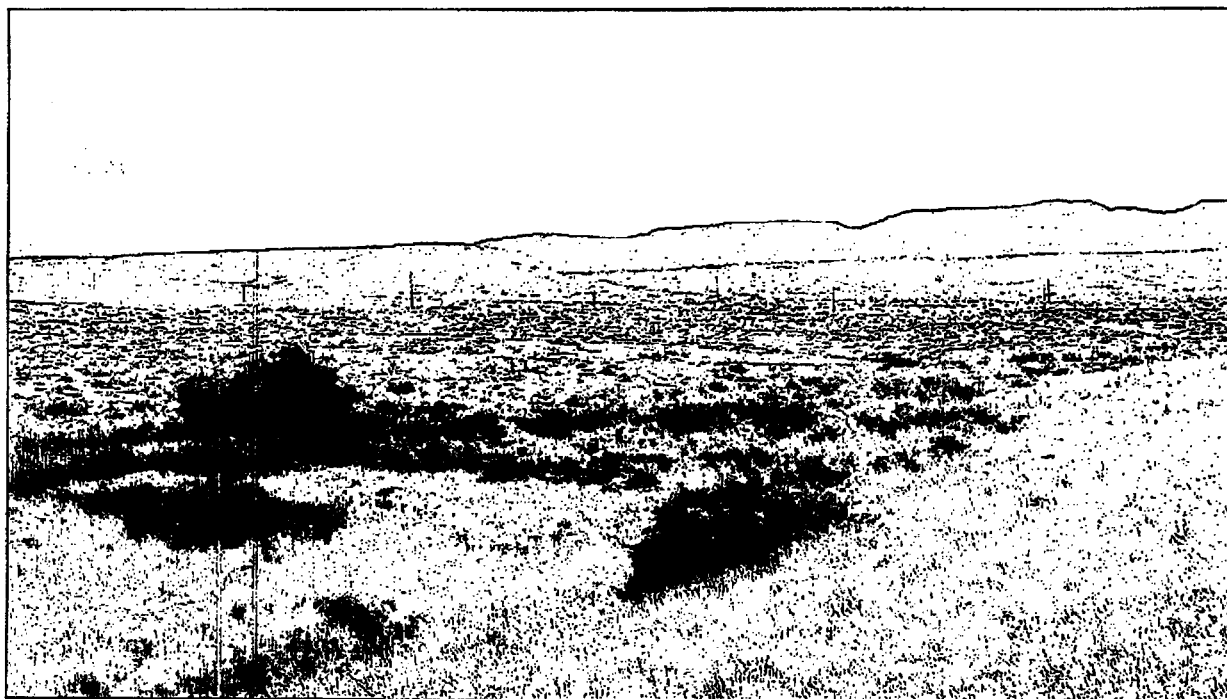
August 24, 2007
Rev. Dec. 30, 2008
Job No. 061923

CITY
Exhibit A

CITY
Exhibit B

Greenway Park

*Planned Unit Development (PUD)
Narrative and Guidelines*



*Casper, Wyoming
August 24, 2007
Rev. January 07, 2008*

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Exhibits

- A. Legal Description
- B. Vicinity Map
- C. PUD Plan

Greenway Park - Planned Unit Development Narrative & Guidelines

I. Project Overview and Intent:

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. The focus of Greenway Park will be to provide the City of Casper with a variety of dwelling units. The mix of multi-family buildings, mansion homes, townhomes and single family detached units will provide the City of Casper with a vibrant residential area that is needed for the current marketplace.

The principles used to guide this planned community capable of responding to the current and changing market place are as follows:

- Provide a mix of residential unit types that will be able to respond to existing and future market conditions.
- Allow a variety of creative solutions and flexibility that can be utilized during final construction of the residential tracts.
- Work the infrastructure and building units to most effectively use the existing character or the land.
- Promote walkability throughout the site as well as connection to adjacent parcels.

Greenway Park - Planned Unit Development Narrative & Guidelines

II. Authority and Definitions

These standards will apply to all property contained within the Greenway Park development. These guidelines will become the governing standards for review, approval and modification of development activities on the Property. The subdivision and zoning ordinances and regulations for the City of Casper will apply where the provisions of this guide do not address a specific subject.

For the purposes of this PUD, the following terms shall have the meaning as set forth below:

City – The City of Casper, Wyoming.

Code – The City of Casper Municipal Code, latest revision.

Commission – The Planning and Zoning Commission for the City of Casper.

Council – The City Council for the City of Casper.

Design Guidelines – The design guidelines for the Property as adopted by the Developer and the City.

Developer – Haystack, LLC

HOA – Homeowner's Association for the Property.

MF – Multi-Family units.

Owner – the owner of all or a portion of the Property.

Parcel – Any tract, parcel, lot or portion of the Property.

Planning Department – The Planning Department within the City of Casper's Community Development Department.

Property – The real property located in Natrona County, Wyoming as described in Exhibit A attached hereto.

PUD – Refers to this document, which constitutes the Planned Unit Development for this Property.

SFD – Single Family Detached homes.

Site – Refers to the Property.

Greenway Park - Planned Unit Development Narrative & Guidelines

III. Contact Information:

Applicant/Developer
Haystack, LLC.
John Neilson
290 Skyhill Drive
Golden, Colorado 80401

Land Planner
David A. Clinger & Assoc.
David Clinger
21759 Cabrini Blvd.
Golden, CO 80401
(303) 526-9126

Engineer
WLC
Jason Meyers
200 Pronghorn
Casper, Wyoming 82601
(307) 266-2524

IV. Site Analysis:

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. Greenway Park is bounded on the south by East 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.

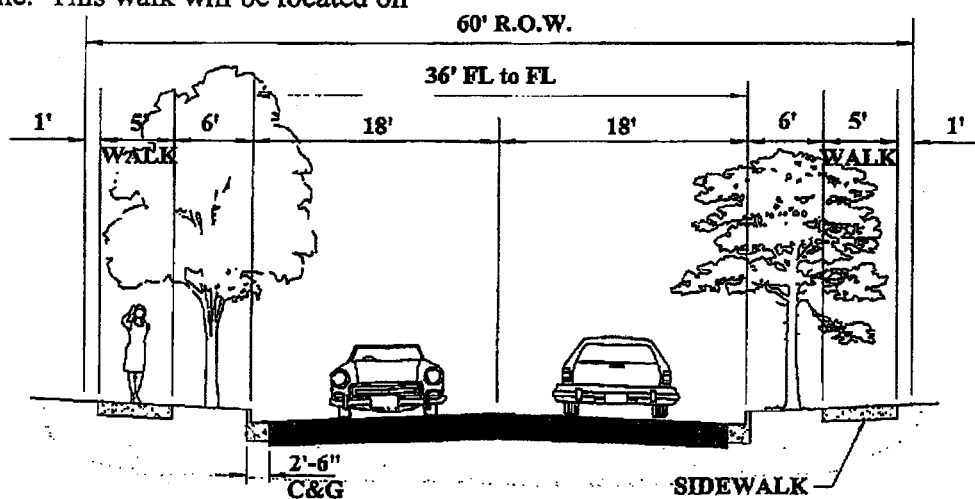
Greenway Park - Planned Unit Development Narrative & Guidelines

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 | <ol style="list-style-type: none"> both sides of the public roadways. The walk along the east side of Pinyon Parkway will be attached. 7. 125' minimum horizontal centerline radius. 8. 75' minimum tangent between reverse curves. 9. 25 MPH posted speed. 10. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department. |
|--|---|



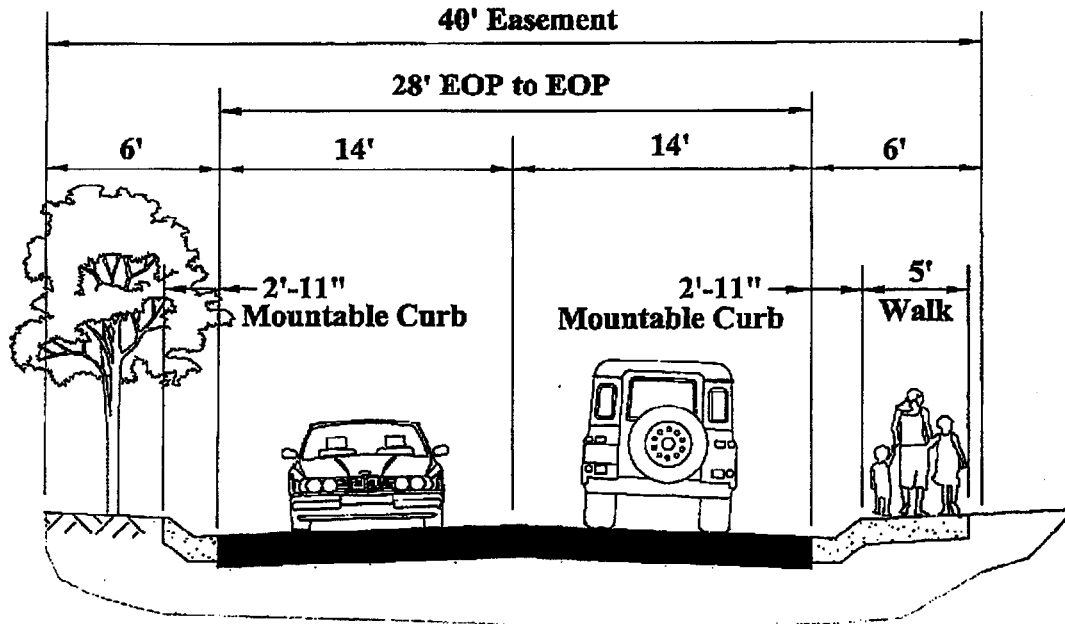
Public Residential Street - 60' R.O.W. (NTS) **Parking allowed on both sides of roadway**

Greenway Park - Planned Unit Development Narrative & Guidelines

Public Access Easements/Drives

Public Access Easements/Drives are provided for access to all attached units and to the parking for the attached units. Parallel parking will not be allowed on these Public Access Easements/Drives. Parking will only be allowed in the perpendicular parking stalls, covered parking areas, driveway aprons and garages. All Public Access Easements/Drives will be owned and maintained by the Home Owners Association. Public Access Easement/Drive will follow the following guidelines:

- | | |
|---|---|
| 1. 40' Right-of-Way or Easement (dedicated to the H.O.A.). | the edge-of-pavement line at a minimum. |
| 2. 28' pavement width. | 6. 50' min centerline radius. |
| 3. 2'-11" mountable curb and gutter. | 7. 15 MPH posted speed. |
| 4. 5' attached walk (on one side only). | 8. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department. |
| 5. This cross-section will be adjusted when parking areas and garages are located along the right-of-way. These will come off the pavement at | |



**Private Access Easement - 40' Easement (NTS)
HOA Owned & Maintained**

Greenway Park - Planned Unit Development Narrative & Guidelines

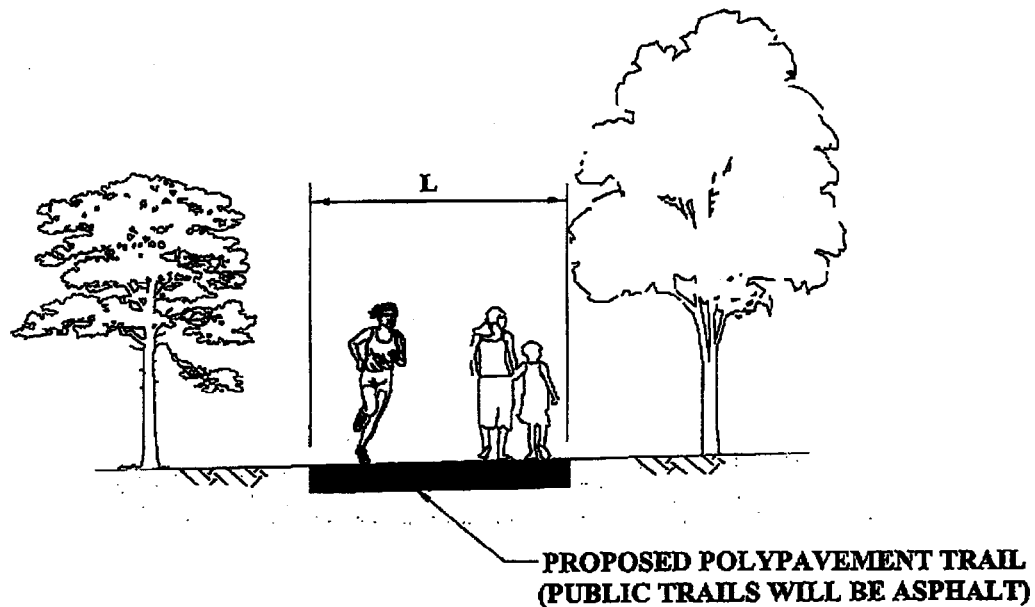
Trails

Trails will be provided throughout the site to provide connection and walkability within the Project, as well as to adjacent parcels and Pratt Park to the north of the site. Trails will follow the following guidelines:

HOA maintained trails will be constructed of Polypavement or approved equal.

All Private trails within the Project will be 6' wide. These trails will be owned and maintained by the HOA.

All public trails used for emergency access or direct access to Pratt Park, along Sage Creek will be 10' wide. These trails will be constructed of asphalt and will be owned and maintained by the City of Casper.



Trail Sections (NTS)

- L = 6' FOR PEDESTRIAN TRAILS - HOA OWNED & MAINTAINED**
- L = 10' FOR TRAILS NECESSARY TO PROVIDE EMERGENCY VEHICLE ACCESS / PUBLIC TRAIL TO PARK**

Greenway Park - Planned Unit Development Narrative & Guidelines

d. Parking:

Objective:

To provide adequate amount of parking to satisfy the proposed uses within this PUD.

Design Guidelines:

Provide parking in an attractive and unobtrusive manner through the use of parking placement, location next to buildings and landscaping features.

Each SFD unit will provide a minimum of two garage parking spaces along with two spaces within the driveway apron for a total of four off-street parking spaces per unit.

All public roadways will allow parallel parking on both side of the street.

MF I parcel will include four off-street parking spaces per unit. Two of these spaces will be in the garage and two spaces will be provided in the driveway apron.

MF II parcel will include 1.5 off-street parking spaces for 1 bedroom units, 2.5 off-street parking spaces for 2 bedroom units, and 2.5 off-street parking spaces for 3 bedroom units. These off-street parking spaces including both covered and non-covered parking.

MF III parcel will include 1.8 off-street parking spaces per unit. Two spaces will be in the garage and 0.8 space will be provided in driveway aprons and/or off-street parking spaces for residents and guests.

Minimum parking stall size will be 9'x20' with handicap spaces to be designed to conform to current ADA standards.

Greenway Park - Planned Unit Development Narrative & Guidelines

e. Landscaping and Fencing:

Objective:

Provide landscape features and fences that will visually enhance the project as a whole. These features will also provide transitions and buffers between adjacent parcels, streets and differing land uses.

Development Guidelines:

The use of landscaping will be provided to minimize the visual impact of parking areas.

Retain existing wetlands and vegetation along Sage Creek, when possible.

Provide xeriscape where practical in order to lessen water requirements for the landscaping.

Screening will be provided when buildings are adjacent to major streets and between differing land uses. Examples for screen include: shrubs, walls, trees, and berms.

Greenway Park - Planned Unit Development Narrative & Guidelines**f. Lighting:****Objective:**

The purpose of the lighting design will be to provide lighting that is appropriate to the individual parcels but to be consistent with an overall community theme.

Development Guidelines:

All lighting will be consistent with the overall theme of Greenway Park. A coordinated lighting standard will be used throughout the Project.

Lighting fixtures will reflect the character, height and scale of the proposed development. The lighting will be used to provide safety and enhance landscape, building and architectural features.

Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

Greenway Park - Planned Unit Development Narrative & Guidelines

g. Signage and Monumentation:

Objective:

To provide guidelines for signage and monumentation that will be consistent with the architectural features, landscape features and overall community at Greenway Park.

Development Guidelines:

Signs within Greenway Park boundary shall comply with the standards set forth in Title 17, Chapter 17.96 Signs of the City of Casper Municipal Code unless otherwise provide in this PUD Guideline document.

All materials used in signage, other than temporary signs and traffic signs, shall be durable and permanent in nature. These signs shall be constructed to require minimum maintenance and be resistant to weathering and staining.

Project signs that identify Greenway Park community may be provided at each of the project entrances. These monument signs will be designed within an overall landscape and monument design theme. The project signs will be ground mounted with a maximum text area of 100 square feet per face and a maximum of two faces per entry to the project. The text area will not exceed eight feet in height, as measured from finished grade. Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

EXHIBITS

Greenway Park

Planned Unit Development

Exhibit A OWNER

Legal Description:

A TRACT OF LAND BEING A PORTION OF THE N1/2 OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., AND ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7, "PRATT ADDITION NO. 6" (PHASE ONE) TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:

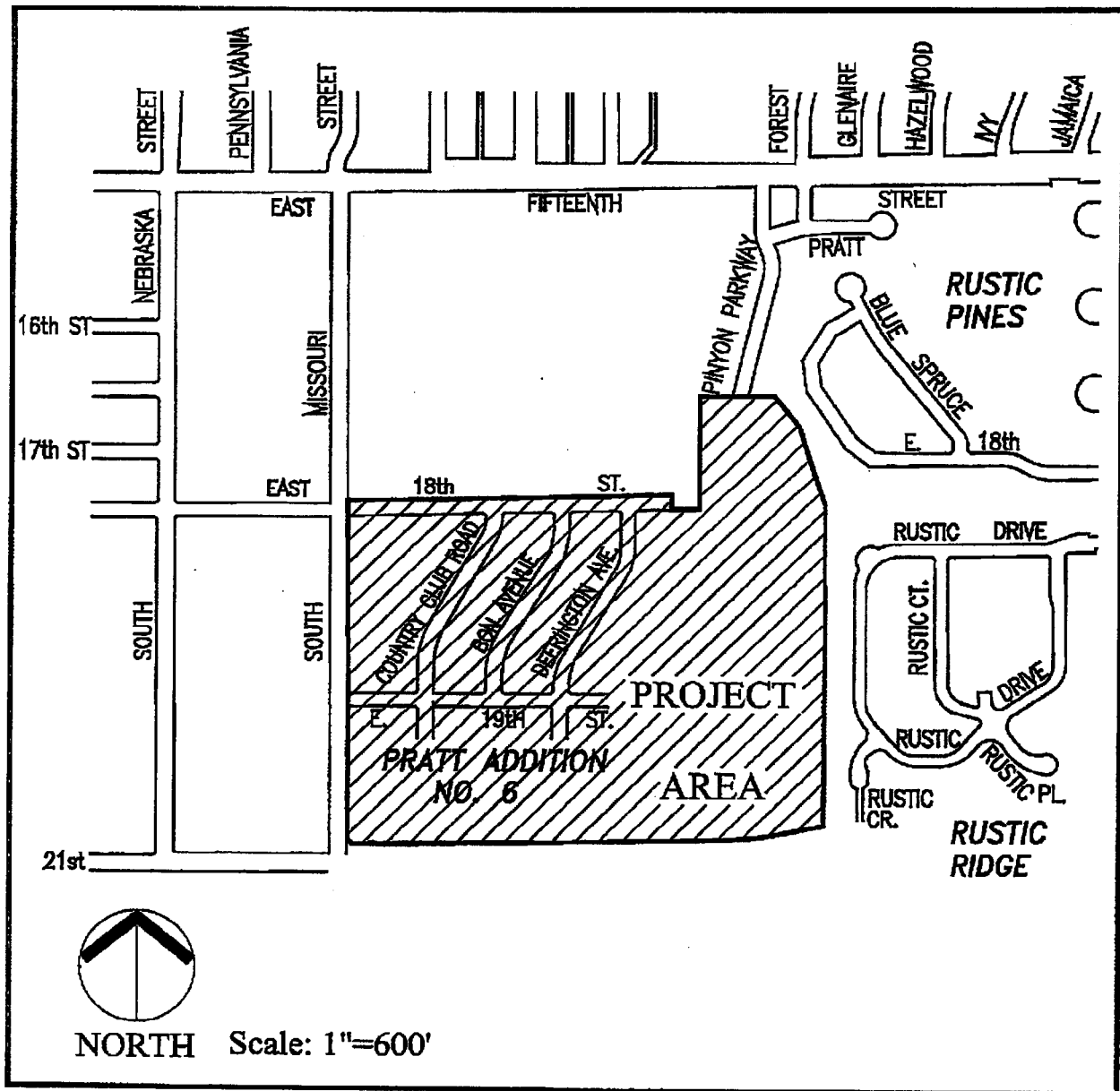
COMMENCING AT A FOUND BRASS CAP MARKING THE C-N 1/16 CORNER OF SAID SECTION 14, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE N.0°02'51"E., (N.00°38'13"W., RECORD) ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 442.89 (442.02, RECORD) FEET TO A BRASS CAP AT A POINT WHICH LIES ON THE SOUTH LINE OF RUSTIC PINES ADDITION; THENCE S.89°57'04"E., (N.89°22'41"E., RECORD) ALONG THE SOUTH BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 280.04 (280.09, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.39°47'04"E., (S.39°47'04"E., RECORD) CONTINUING ALONG THE SOUTHERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 150.16 (149.94, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.17°43'07"E., (S.18°23'50"E., RECORD) CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 325.40 (325.53, RECORD) FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION TO THE CITY OF CASPER; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE, 1227.78 (1227.45, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF SAID RUSTIC RIDGE; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE AS EXTENDED SOUTH, 21.23 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE TRACT OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE NORTH LINE OF A 60.00 FOOT WIDE RIGHT-OF-WAY FOR THE FUTURE EXTENSION OF EAST 21ST STREET; THENCE S.78°59'02"W., (S.78°18'23"W., RECORD) ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 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"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

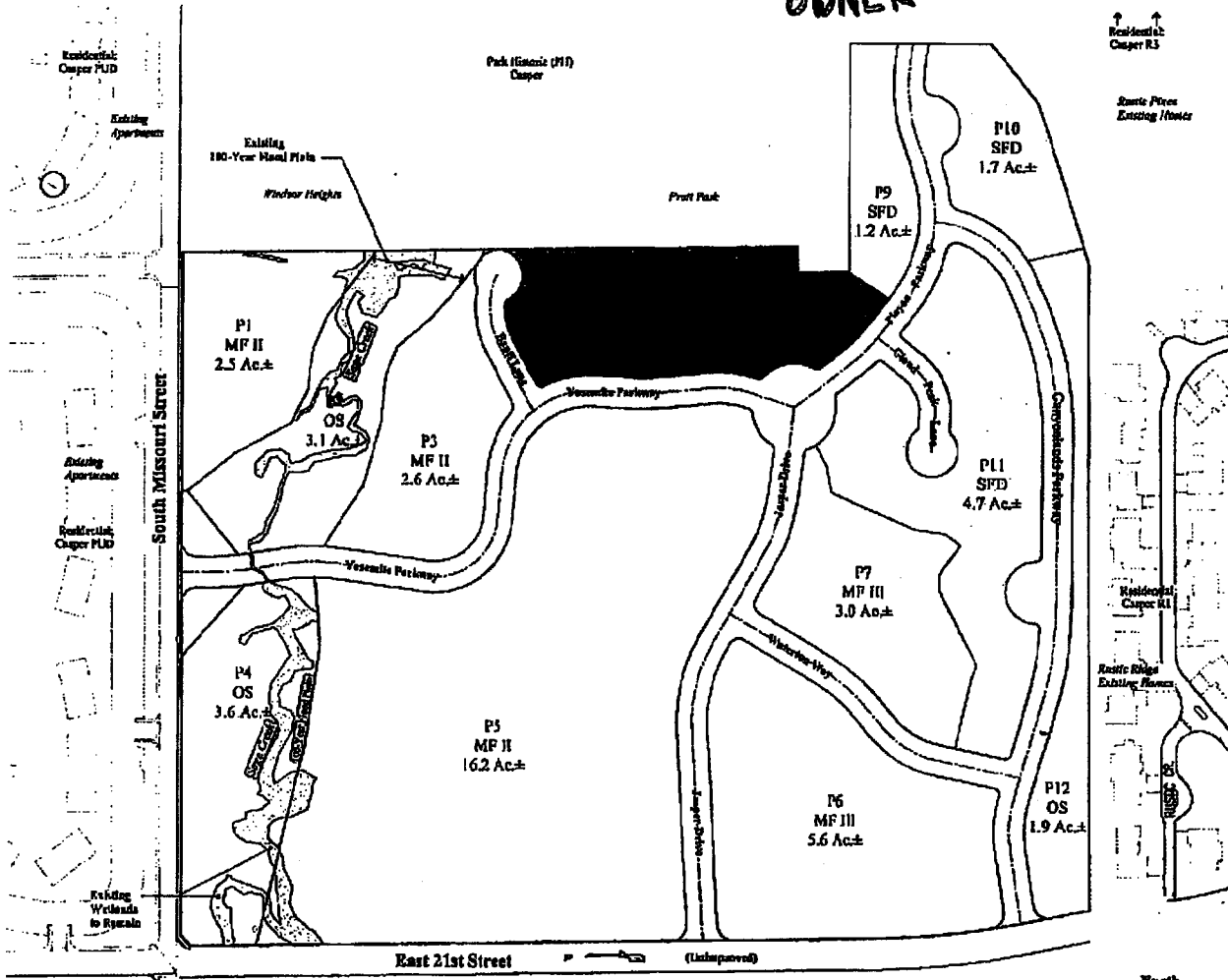
Exhibit B

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 80401
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) 434-9125
www.dagplanning.com

August 24, 2007
Rev. Jan. 07, 2008
Job No. 06023

Greenway Park

Planned Unit Development Site Plan

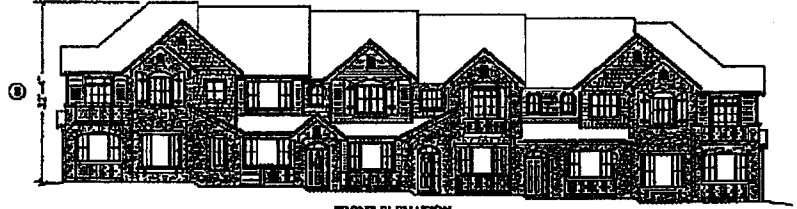
Architectural Elevations



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION



FRONT ELEVATION

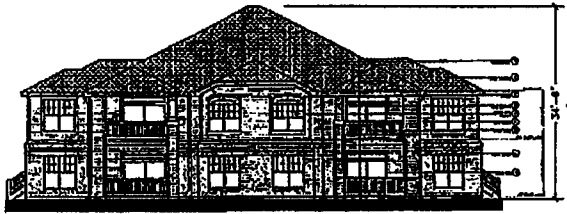


RIGHT ELEVATION



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)

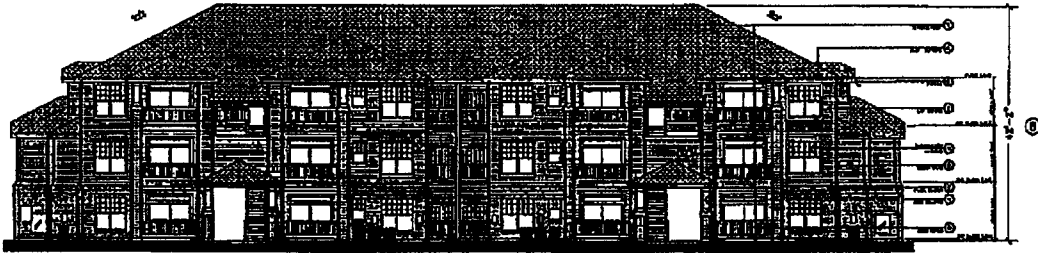
Scale: 1"=10'
August 24, 2007
Nov. Jan. 01, 2008
Job No. 06023

Sheet
1 of 3
Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



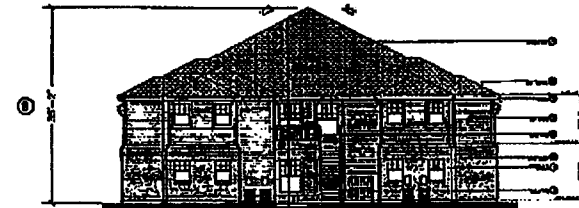
FRONT ELEVATION



FRONT ELEVATION



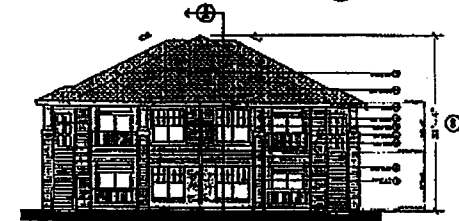
SIDE ELEVATION
② 24-UNIT MULTI-FAMILY ②T



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

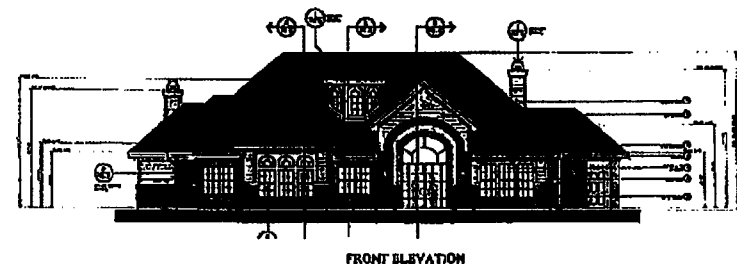
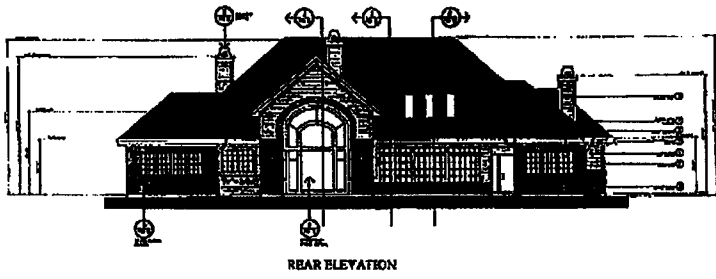
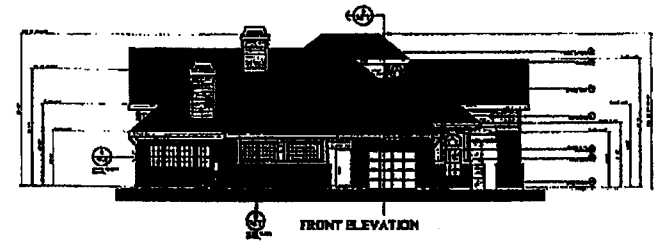
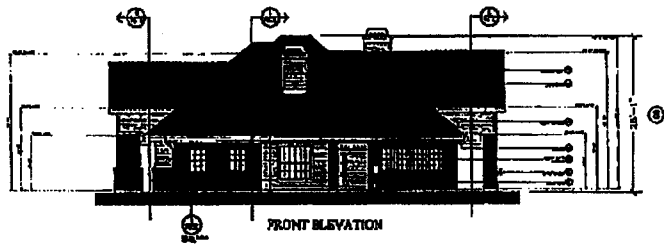
Sheet
2 of 3

Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Architectural Elevations



Ⓜ MULTI-FAMILY CLUBHOUSE

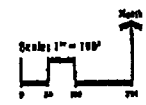
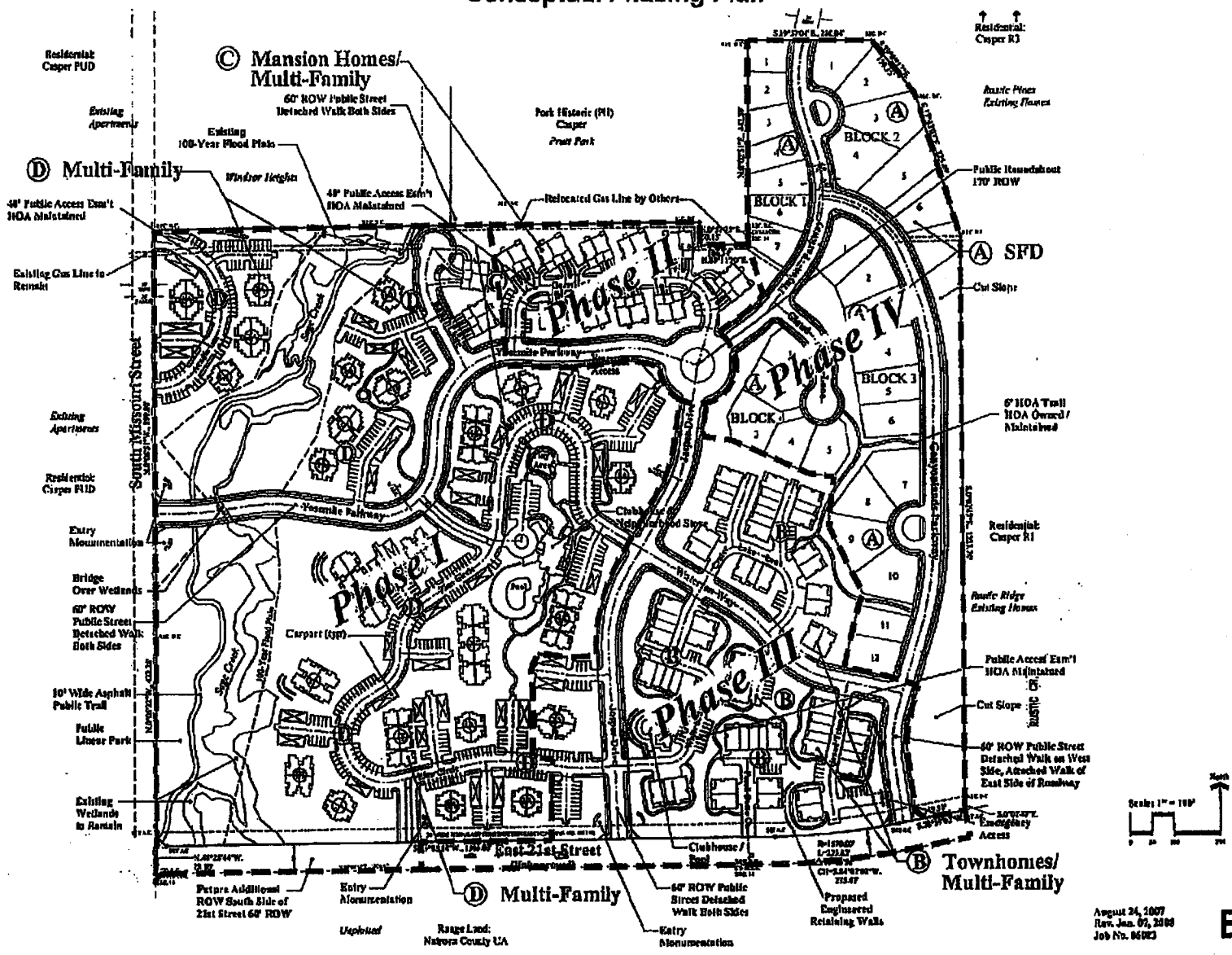
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August 24, 2007
Rev. Jan. 07, 2008
Job No. 06023

Sheet
3 of 3
Exhibit C
CITY

Greenway Park

Planned Unit Development Site Plan

Conceptual Phasing Plan



August 24, 2007
Rev. Jan. 07, 2008
Job No. 0402

CITY
Exhibit D

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,

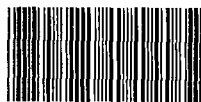
WHEREAS, a copy of elevations, Sheets A4.1-AT, BA, BB, BT, C, R, and A4.2-R, all dated June 19, 2008 and revised August 11, 2008, are attached hereto as Exhibit "B," and are incorporated herein at this point as if fully set forth;

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.



873665

NATRONA COUNTY CLERK, WY
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Aug 27, 2009 11:09:12 AM
Pages: 30 Fee: \$95.00
CITY OF CASPER

- B. Pursuant to both the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008 and the Greenway Park Addition Subdivision Agreement dated August 19, 2008, the Owner shall construct East 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.

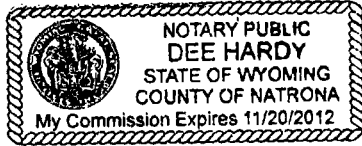
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

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 SUBTENDED BY A CHORD WHICH BEARS S 27°13'22" W A DISTANCE OF 32.45 FEET;

THENCE S 32°54'03" W A DISTANCE OF 169.37 FEET;

THENCE 286.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 486.00 FEET, WITH A CENTRAL ANGLE OF 33°45'49";

THENCE S 00°51'46" E A DISTANCE OF 192.11 FEET;

THENCE 6.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 11°40'00";

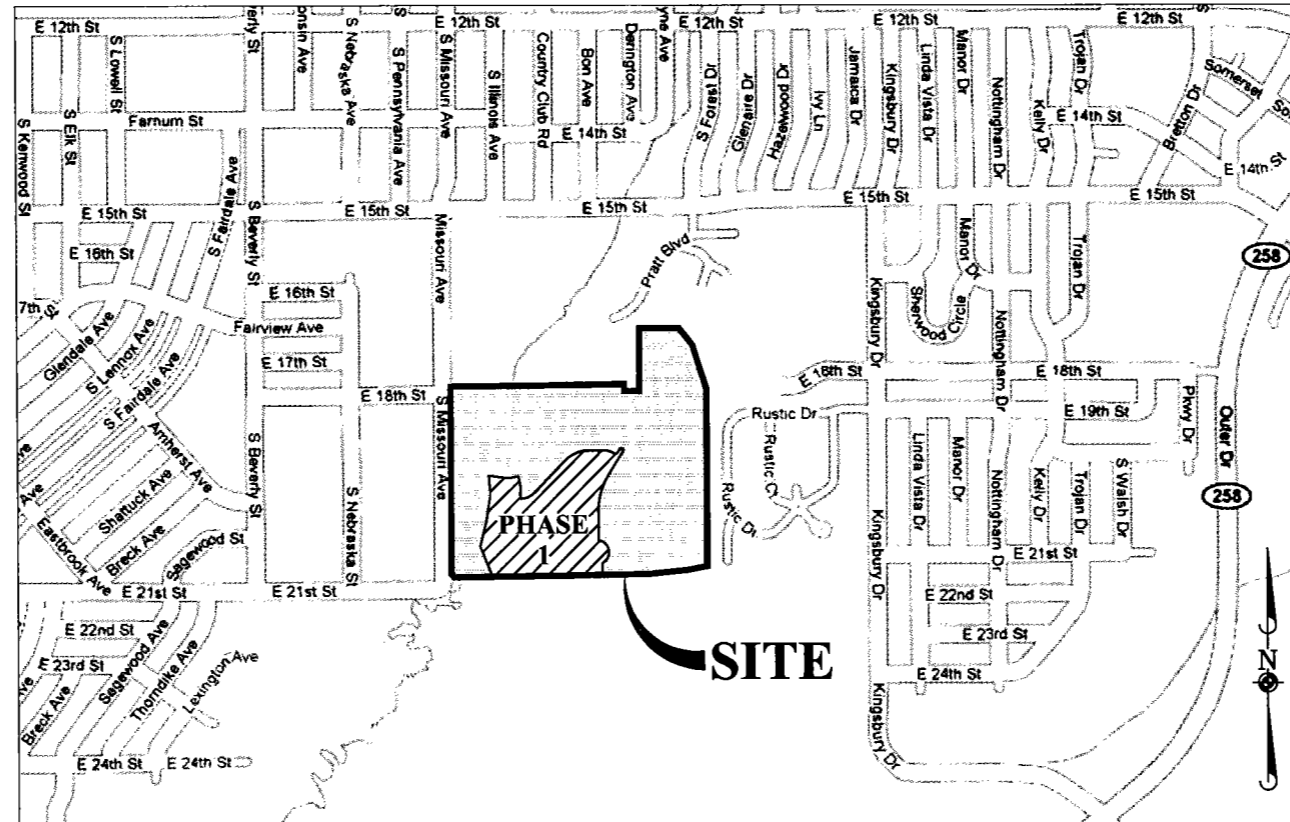
THENCE 205.48 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, WITH A CENTRAL ANGLE OF 138°30'29", AS SUBTENDED BY A CHORD WHICH BEARS S 11°42'17" E A DISTANCE OF 158.98 FEET;

THENCE 20.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, WITH A CENTRAL ANGLE OF 58°24'43";

THENCE S 00°51'46" E A DISTANCE OF 40.56 FEET;

THENCE 47.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 90°00'00", TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 612,155 SQUARE FEET (14.053 ACRES), MORE OR LESS.



VICINITY MAP
SCALE: 1"=600'

SHEET INDEX

SHEET 1 OF 7.....	COVER SHEET
SHEET 2 OF 7.....	EXISTING SITE CONDITIONS
SHEET 3 OF 7.....	SITE PLAN
SHEET 4 OF 7.....	DIMENSIONAL PLAN
SHEET 5 OF 7.....	PRELIMINARY UTILITY PLAN
SHEET 6 OF 7.....	PRELIMINARY GRADING PLAN
SHEET 7 OF 7.....	PRELIMINARY SURFACE DRAINAGE PLAN

DEVELOPER/OWNER

MR. DON BERLAND, PRESIDENT
BERLAND DEVELOPMENT GROUP INC.
13394 EAST CONTROL TOWER ROAD
ENGLEWOOD, COLORADO 80112
303.721.1981
dberland@berland.cc

ENGINEER

MANHARD CONSULTING, LTD.
7442 SOUTH TUCSON WAY,
SUITE 190-A
CENTENNIAL, COLORADO 80112
303.708.0500

LAND PLANNER/LANDSCAPE ARCH.

MANHARD CONSULTING, LTD.
7442 SOUTH TUCSON WAY,
SUITE 190-A
CENTENNIAL, COLORADO 80112
303.708.0500

DATE	REVISION	BY
02/20/09	REVISED PER CITY COMMENTS	MTS

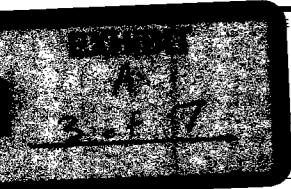
Manhard CONSULTING
7442 South Tucson Way, Suite 190-A, Centennial, CO 80112
303.708.0500
Civil Engineers • Surveyors • Water Resource Engineers • Wetland & Wetwater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

GREENWAY PARK
CASPER, WYOMING
COVER SHEET

PROJ. NO.: JTN
PROJ. AREA: JSH
DRAWN BY: JSH
DATE: 02/20/09
SCALE: MTS

SHEET
1 OF **7**
BRCAW2
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PENDING APPROVAL - NOT FOR CONSTRUCTION



East 15th Street

Residential Casper PUD

Existing Apartments

Existing Gas Line to Remain

East 18th St.

Existing Apartments

South Missouri Street

Bridge Over Wetlands

Residential Casper PUD

Unplatted

Range Land: Natrona County UA

Windsor Heights

Future connection to Forest Drive Pratt Boulevard. Forest Drive has a 30-foot paved cross section.

Park Historic (PH) Casper Pratt Park

Relocated Gas Line by Others

Residential Casper R3

Rustic Pines Existing Homes

Cut Slope

Residential Casper R1

RUSTIC DRIVE

Rustic Ridge Existing Homes

Cut Slope

RUSTIC CR.

TO THE INTERSECTION OF THE STREET AND SOUTH MISSOURI STREET.

REC. B.C.

REC. B.C.

REC. B.C.

REC. AC.

REC. AC.

REC. AC.

REC. B.C.

REC. B.C.

REC. B.C.

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N.45°28'44"W, 28.10'

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

S.89°08'14"W, 1363.03'

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

N.89°08'14"E, 1328.11'

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

EAST 21ST STREET (To be Improved)

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

R=1570.00' L=275.83' Δ=10°03'58" CH=S.84°07'02"W, 275.47'

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

149.91'

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

S.0°02'47"E, 21.23'

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

REC. AC. CIVIL/16 CDR SEC. 14

PHASE 1 (PROJECT LIMITS)

PHASE 1 (PROJECT LIMITS)

PHASE 1 (PROJECT LIMITS)

PHASE 1 (PROJECT LIMITS)

PINYON PKY. (NOT PART OF PHASE 1)

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:

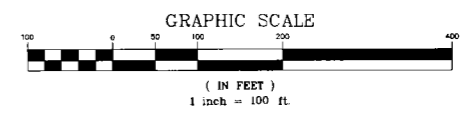
PROVIDED APARTMENTS:	208
GARAGE SPACES:	158
0.76 STALLS/ 1 UNIT	
SURFACE STALLS:	260
1.25 STALLS/ 1 UNIT	
OVERALL SPACES:	418
2.01 STALLS/ 1 UNIT	
2.00 STALLS/ 1 UNIT REQUIRED	
SQUARE FOOTAGE OF HARDSCAPE/PAVED AREA:	275,532 SF.
PERCENTAGE OF LAND COVERED BY HARDSCAPE/PAVING:	45%

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 West 10th Street, Suite 100, Casper, WY 82401
 307.234.1111
 www.manhardconsulting.com

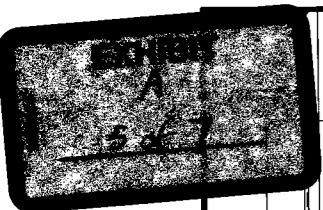
GREENWAY PARK CASPER, WYOMING SITE PLAN

DATE: 02/28/09
 SCALE: 1"=100'

3 OF 7

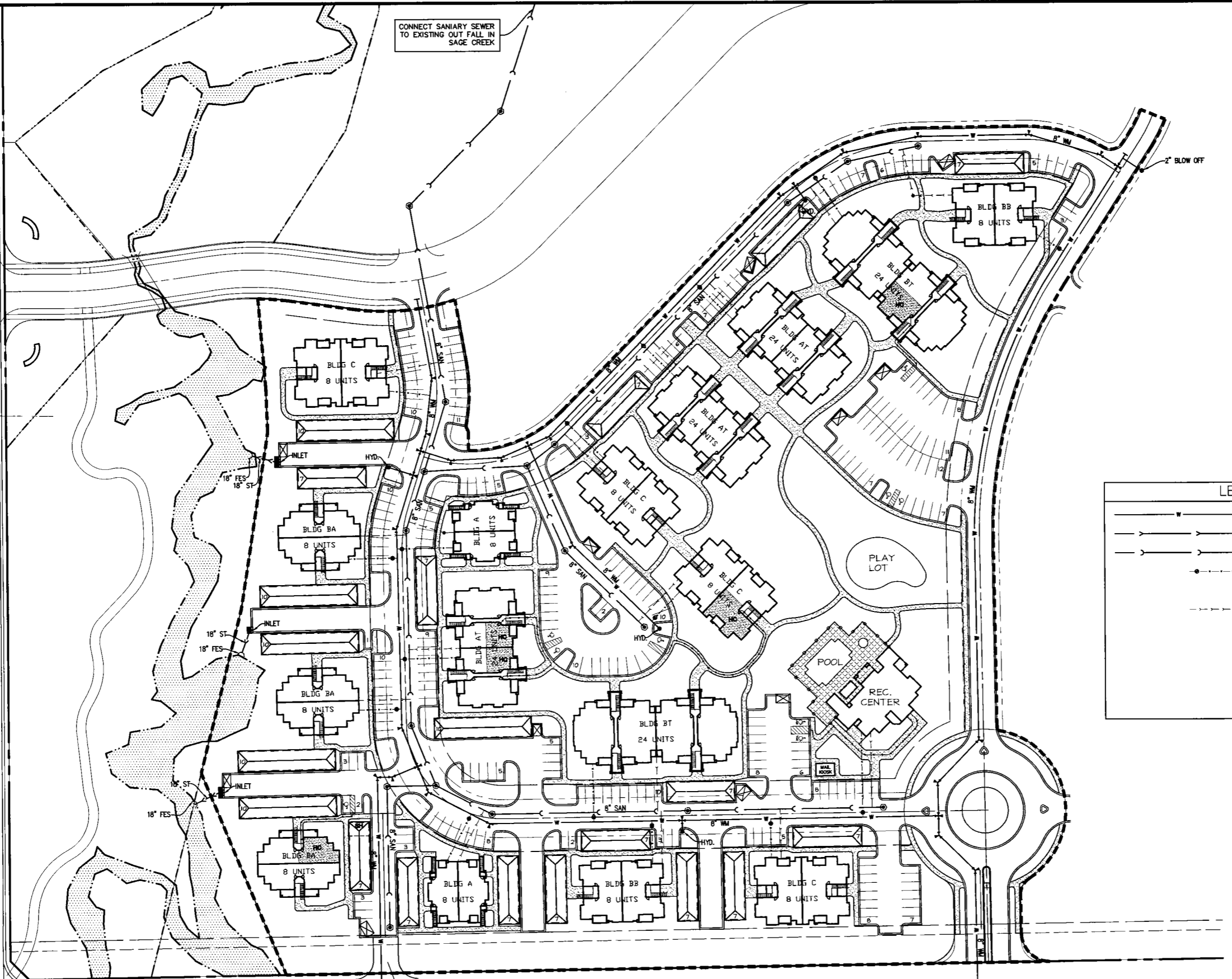
BRCAW2

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CONNECT SANIARY SEWER TO EXISTING OUT FALL IN SAGE CREEK

2" BLOW OFF



LEGEND

- = PROPOSED WATER MAIN
- = PROPOSED STORM DRAIN
- = PROPOSED SANITARY SEWER
-
-
- = PROPOSED SANITARY MANHOLE
- = PROPOSED FIRE HYDRANT
- = PROPOSED TYPE R INLET
- = PROPOSED FES

EX. 12" WM
GATED EMERGENCY ACCESS PER CITY OF CASPER FIRE DEPARTMENT STANDARDS
WET TAP LOCATION

EX. 12" WM
WET TAP LOCATION

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

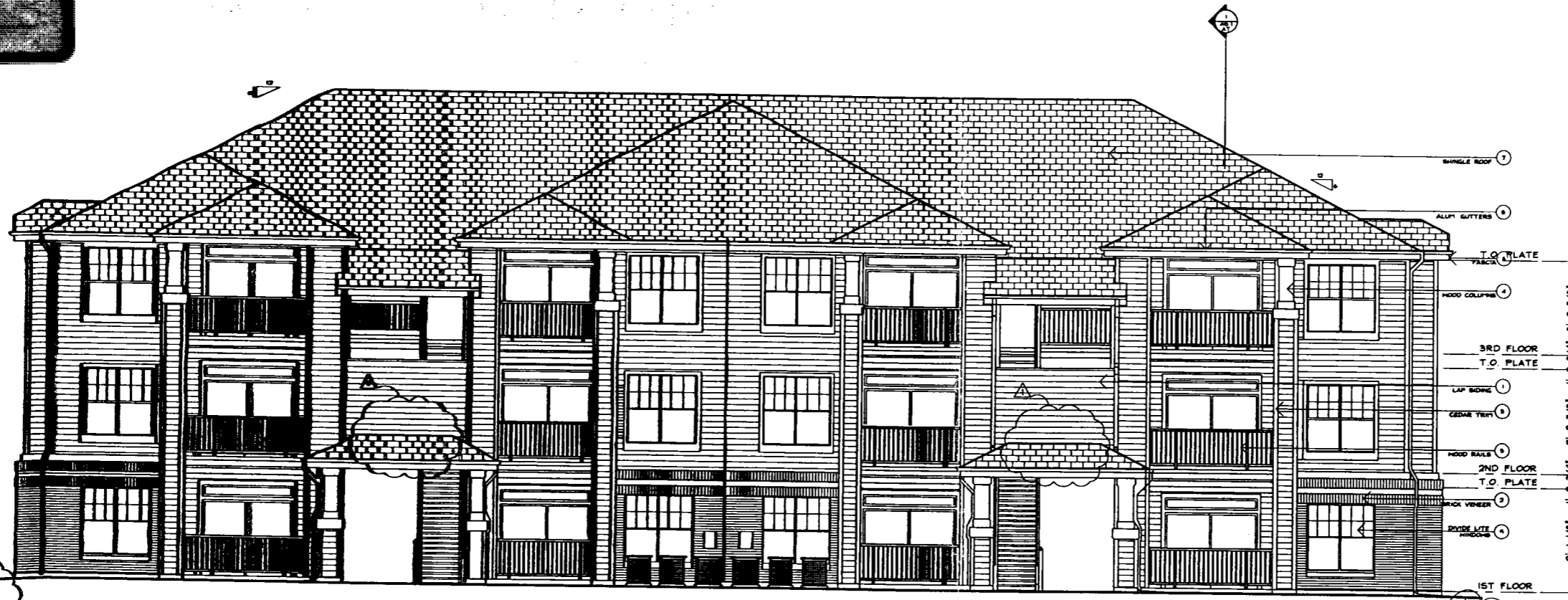
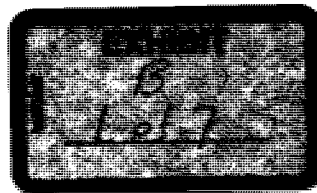
DATE	04/17/09
REVISION	REVISED PER CITY COMMENTS
BY	
CHECKED	
APPROVED	

Manhard CONSULTING
7448 South Union Way, Suite 100A, Centennial, CO 80112, phone 303.700.0000, fax 303.700.0000
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

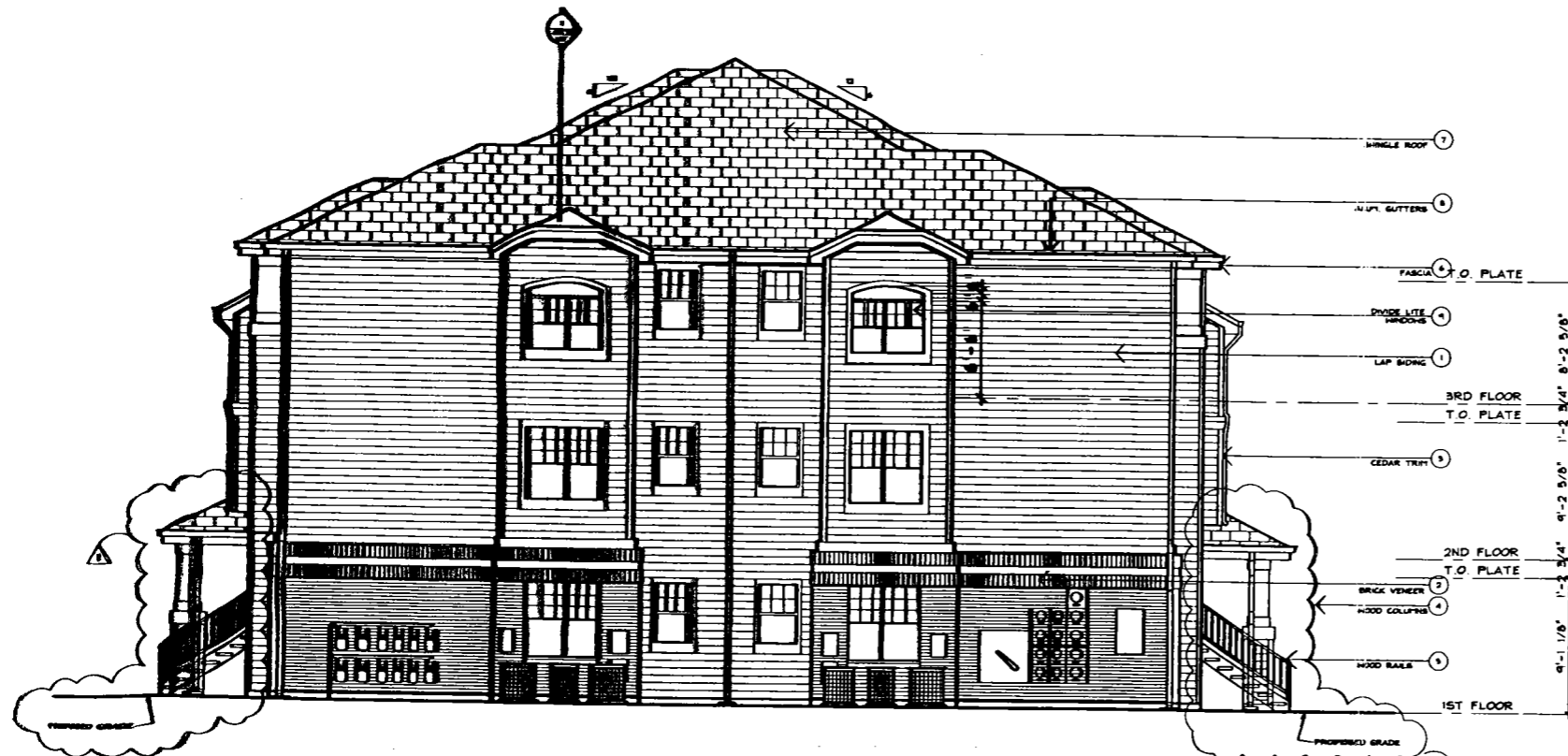
GREENWAY PARK
CASPER, WYOMING
PRELIMINARY UTILITY PLAN

PROJ. NO.: JTN
PROJ. NAME: GH
DRAWN BY: DDH
DATE: 02/20/09
SCALE: 1"=50'
SHEET
5 OF **7**
BRCAW2
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PENDING APPROVAL - NOT FOR CONSTRUCTION



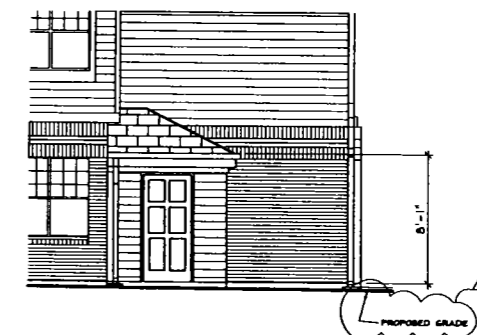
FRONT ELEVATION
SCALE: 3/16" = 1'-0"



SIDE ELEVATION
SCALE: 3/16" = 1'-0"

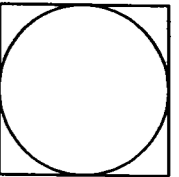
TYPICAL EXTERIOR MATERIALS:

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. A-3 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS 1, 6 SHEET A-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 A-6.
5- PORCH RAILS	2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALLUSTERS @ 4'-7 1/2" C. SEE DETAIL 2 SHEET A-6.
6- FASCIAS	6 1/2" HARDBOARD/PANT. SEE SHEET A-5.
7- ROOFING	HEAVYWEIGHT FIBERGLASS GLASS A SHINGLES. PROVIDE DIVID ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET A-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 A-1 FOR SCHEDULES.

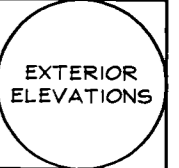


PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE: 3/16" = 1'-0"
SEE SITE PLAN FOR LOCATIONS

FEB 23 2009
BUILDING TYPE AT

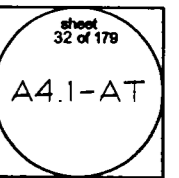


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THE PRESERVE APARTMENTS

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08





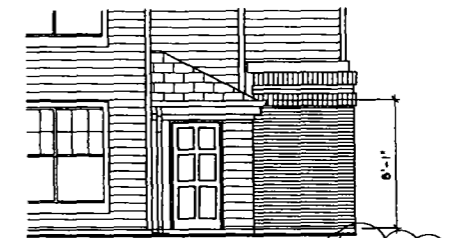
FRONT ELEVATION
SCALE: 3/8" = 1'-0"



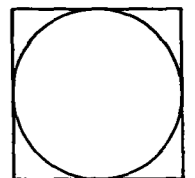
SIDE ELEVATION
SCALE: 3/8" = 1'-0"

TYPICAL EXTERIOR MATERIALS:

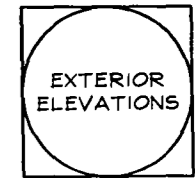
1- SIDING	TEXTURED HARDBOARD LAP, 8" MAX. EXPOSURE/PAINT.
2- BRICK	RUNNING BOND HARDWOOD'S COURSE/ROCK BAND.
3- TRIM	2x OR 1 1/2" x CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. AS.2 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS 7, 8 SHEET AS.3 FOR CORNER BOARD DETAILS. 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
6- FASCIA	5/8" 1/2" HARDBOARD/PAINT. SEE SHEET AS.6.
7- ROOFING	HEAVYWEIGHT PRESERLAB CLASS A SHINGLES. PROVIDE 1/2" ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLAN-SEE SHEET AS.6 FOR DETAIL.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL SAVE LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET AS.1 FOR SCHEDULES.



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE: 1/8" = 1'-0"
SEE SITE PLAN FOR LOCATIONS

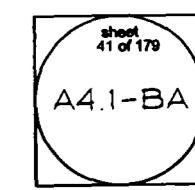


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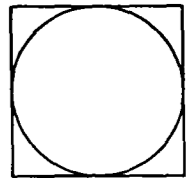
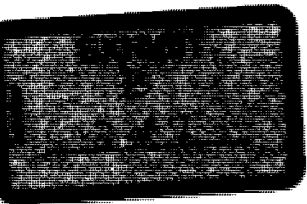


THE PRESERVE APARTMENTS

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08



BUILDING TYPE BA



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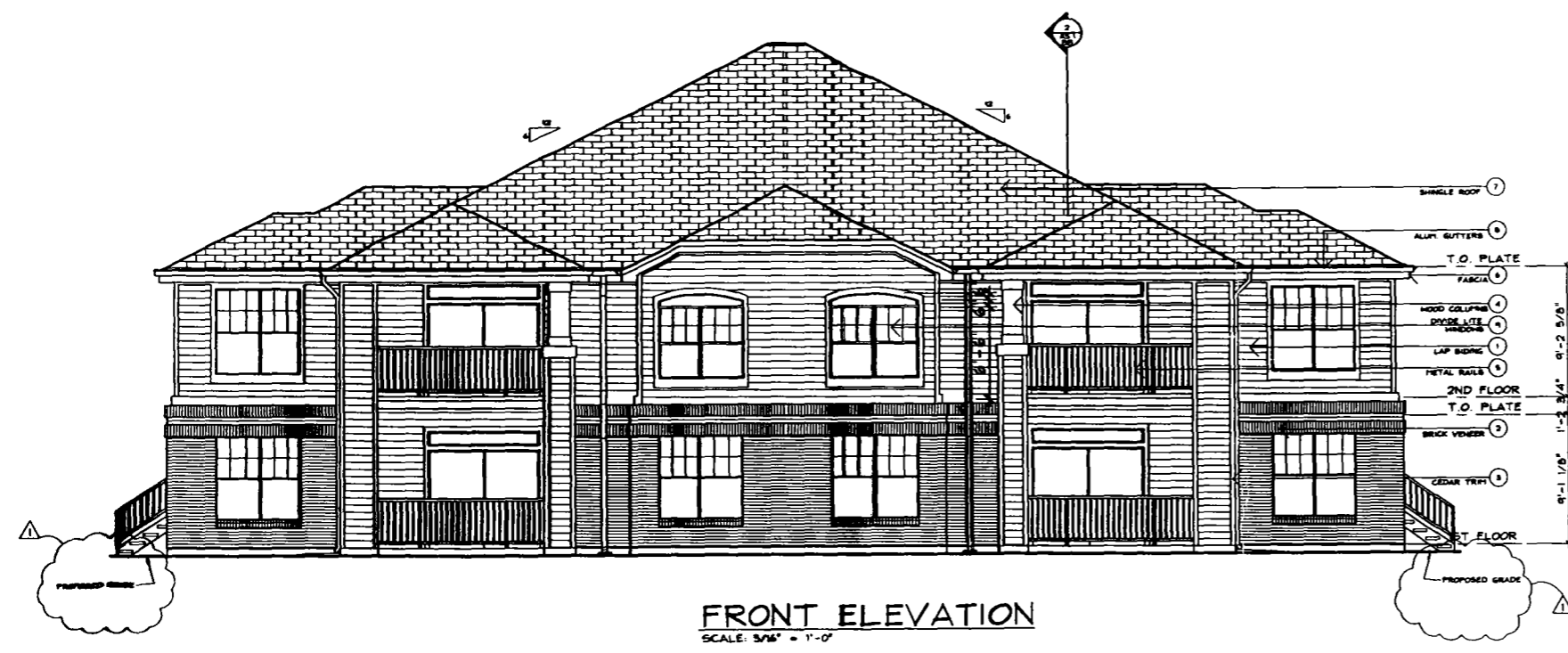
SMOOK DESIGN GROUP
ARCHITECTURE
100 E. BROADWAY, SUITE 100
DENVER, COLORADO 80202
303.733.8878 303.733.8878

EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

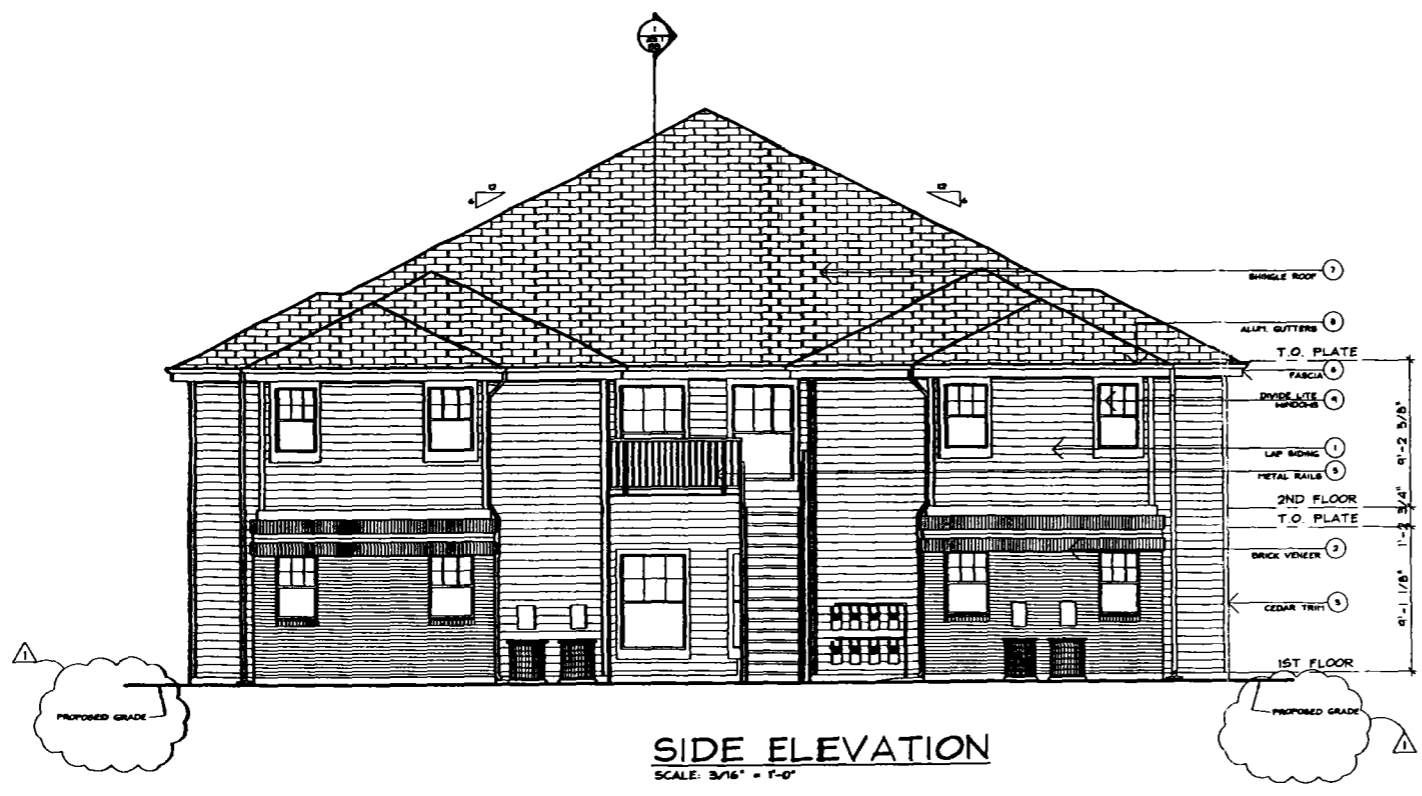
Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08

sheet 49 of 178
A4.1-BB



TYPICAL EXTERIOR MATERIALS:

1- SIDING	TEXTURED HARDBOARD LAP, 6\" MAX. EXPOSURE/PANT.
2- BRICK	RUNNING BOND HYDRALOCK/S COURSES/TRO-LOCK BAND.
3- TRIM	2X OR 1\" X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. AS.3 FOR TRIM AT WINDOWS AND DOORS. SEE DETAILS T.4 SHEET AS.5 FOR CORNER BOARD DETAILS. ALL TRIM SHALL BE PAINTED.
4- HOOD COLUPNS	ALL HOOD COLUPNS AT PORCHES SHALL BE MAGNETE 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\" U\" HARDBOARD/PANT. SEE SHEET AS.5.
7- ROOFING	HEAVYWEIGHT FIBERGLASS CLASS A SHINGLES. PROVIDE GOOD ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET AS.6 FOR DETAIL.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL SAWS LOCATIONS. ALL GUTTERS AND DOWNSPOUTS SHALL BE PAINTED.
9- WINDOWS AND DOORS	SEE BUILDING ELEVATIONS AND SHEET AS.1 FOR SCHEDULES.



PARTIAL ELEVATION AT SPRINKLER RISER ROOM / DOMESTIC WATER SERVICE
SCALE: 1/8\" = 1'-0\"
SEE SITE PLAN FOR LOCATIONS

BUILDING TYPE BB



FRONT ELEVATION
SCALE: 3/16" = 1'-0"

TYPICAL EXTERIOR MATERIALS:

1- SIDING	TEXTURED HARDBOARD LAP, 4" MAX. EXPOSURE/PANT
2- BRICK	RUNNING BOND HYDR-LOCK COURSE/ROCK-LOCK 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- WOOD COLUINS	ALL WOOD COLUINS AT PORCHES SHALL BE MARBONITE VENEER WITH 1/2" BANDS. SEE DETAIL 1, 4, 5 SHEET AS 6.
5- PORCH RAILS	2" SQUARE STEEL TUBE TOP & BOTTOM WITH 1" SQUARE STEEL BALLUSTERS @ 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 A SHINGLES. PROVIDE 1/2" ROOF VENTS AT ALL LOCATIONS SHOWN ON ROOF PLANS-SEE SHEET AS 6 FOR DETALS.
8- GUTTER & DOWNSPOUT	PROVIDE COMPLETE ALUM. GUTTER AND DOWNSPOUT SYSTEM AT ALL GUTTER 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. Follow local and state codes and regulations. The Architect's responsibility for the building department. Reproduction or use of drawings in all or part of these documents without the Architect's consent is prohibited.

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ARCHITECTURE
500 E. BROADWAY, SUITE 115
DENVER, COLORADO 80202
303.733.8888

EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

Project	BE0810
Date	06/19/08
Drawn	DCF, CAK
Checked	EJS
Revised	
	08/11/08

sheet 69 of 178
A4.1-C

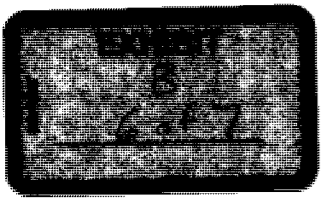


SIDE ELEVATION
SCALE: 3/16" = 1'-0"



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 availability of any items, materials or components listed on 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.



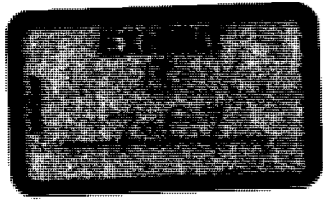
EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

Project BE0810
Date 06/19/08
Drawn DCF, CAK
Checked EJS
Revised
08/11/08

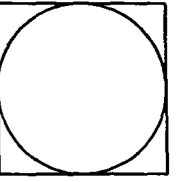
Sheet 80 of 178
A4.1-R



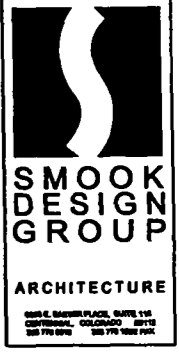


TYPICAL RENTAL / REC. CENTER EXTERIOR MATERIALS:

1- SIDING	TEXTURED HARDBOARD LAP, 4" EXPOSURE / PAINT.
2- BRICK	RUNNING BOND HW BANDS, QUORNS, AND BASKET WEAVE LOCATIONS -- SEE ELEVATIONS AND DETAILS.
3- TRIM	2X OR 5/4X CEDAR AS SHOWN AND DETAILED ON ELEVATIONS AND TYPICAL PROJECT DETAILS. SEE SHT. 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 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.

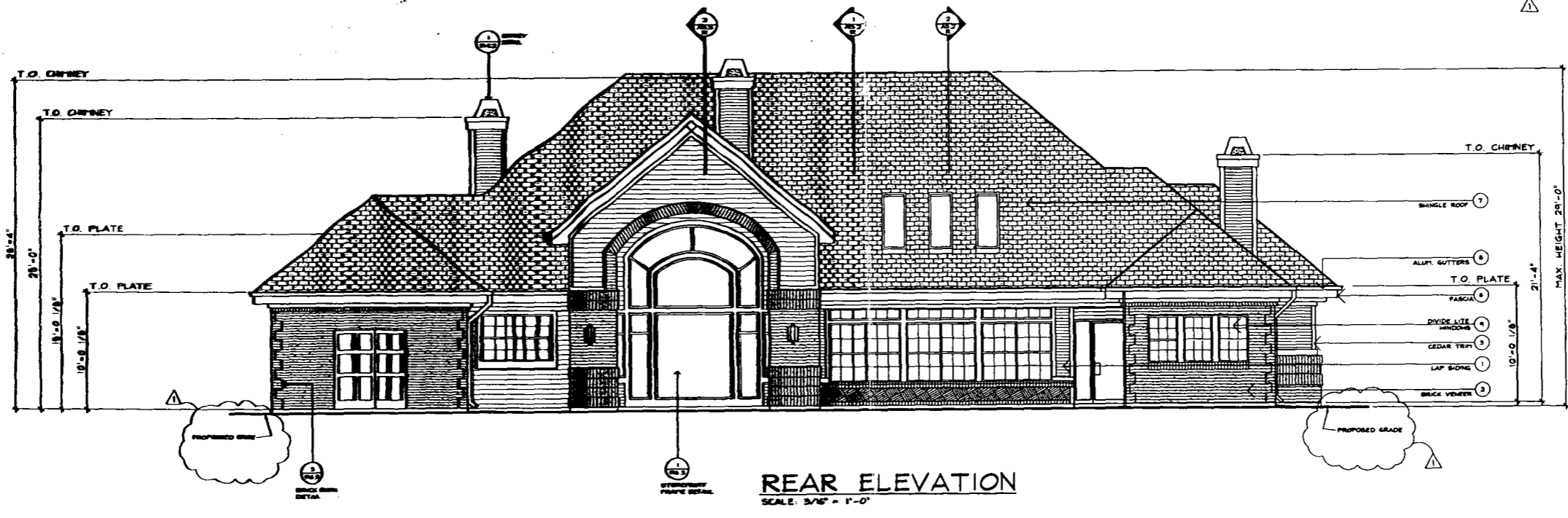
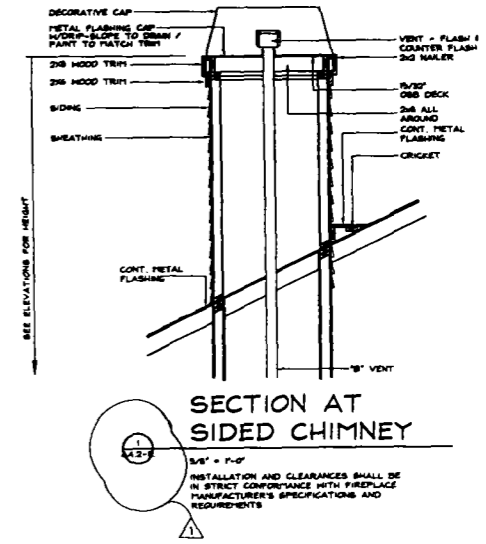
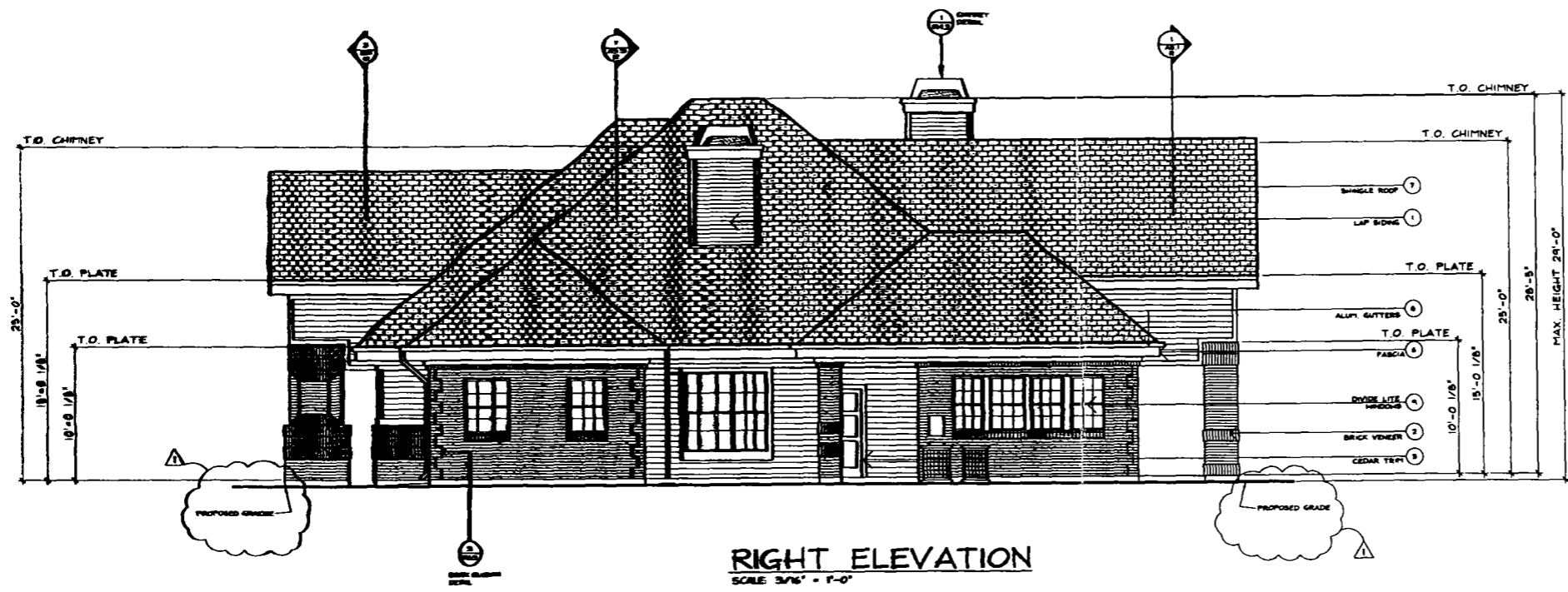


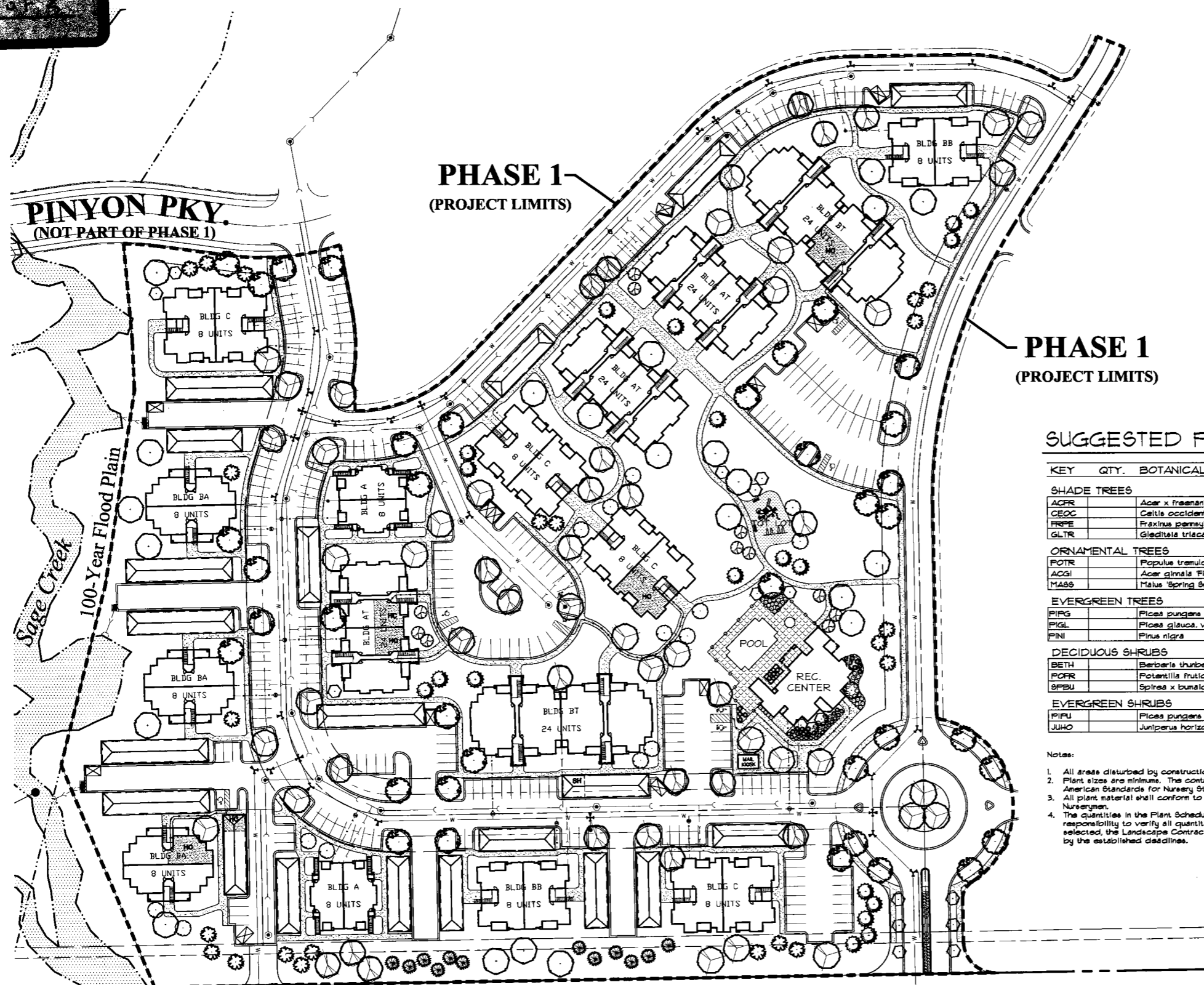
EXTERIOR ELEVATIONS

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

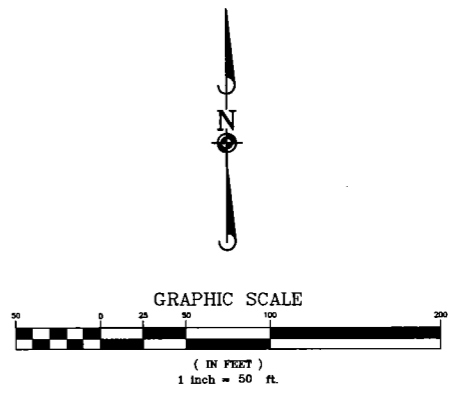
SUGGESTED PLANT PALETTE

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</i> <i>atropurpurea</i> <i>nana</i>	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 minimums. The contractor shall meet all size requirements listed. Container sizes shall conform to the requirements set by the American Standards for Nursery Stock.
 - All plant material shall conform to the latest edition of American Standard for Nursery Stock published by The American Association of Nurserymen.
 - The quantities in the Plant Schedule are provided to the Landscape Contractor as a convenience. It is the Landscape Contractor's responsibility to verify all quantities and availability of plants and materials shown on the plan and schedule prior to submitting a bid. If selected, the Landscape Contractor shall make provisions necessary to have the necessary material to complete the landscape installation by the established deadlines.

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, Colorado 80120, Phone: 303.733.0000, Fax: 303.733.0001
 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
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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

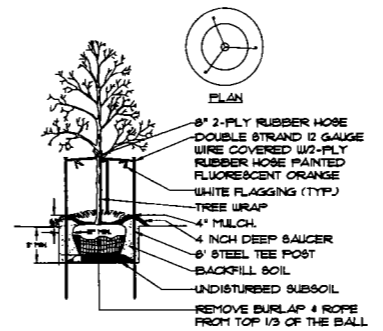
All plantings shall be maintained by the Contractor for a period of 60 days after preliminary acceptance by the Owner. Maintenance shall include, but is not limited to, mowing and edging turf, pulling weeds, watering turf and plant material, and annual flower maintenance.

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.

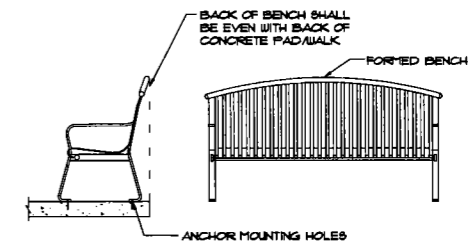
13. Site Cleanup

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.



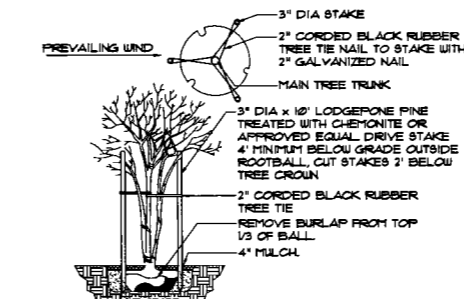
NOTE:
1. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

DECIDUOUS TREE NOT TO SCALE



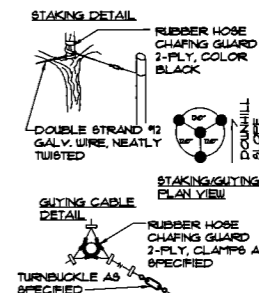
NOTES:
1. BENCH TO BE MANUFACTURED BY WAUSAU TILE INC. MODEL NO. TF 2201 OR APPROVED EQUAL BY THE OWNER OR OWNER'S REPRESENTATIVE.
2. BENCH TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
3. ANCHOR MOUNTS TO BE EMBEDDED AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
4. BENCH TO BE BLACK IN COLOR.

BENCH NOT TO SCALE



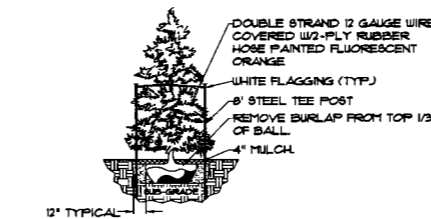
NOTE:
1. PLANTING PITS TO BE SCARIFIED BEFORE TREES ARE PLANTED.
2. PRUNING OF ORNAMENTAL TREES MUST BE DONE AFTER PLANTING AND AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

ORNAMENTAL TREE NOT TO SCALE



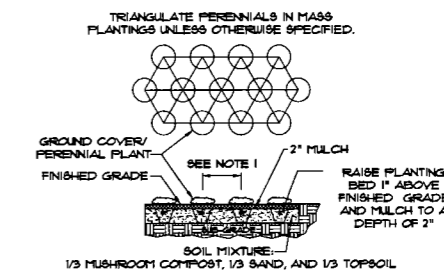
NOTE:
1. STAKE ALL TREES

TREE STAKING AND GUYING NOT TO SCALE



NOTE:
1. STAKE ALL EVERGREEN TREES GREATER THAN 5' IN HT.
2. PLANTING PITS TO BE SCARIFIED BEFORE TREES ARE PLANTED.

EVERGREEN TREE NOT TO SCALE



NOTE:
1. SPACING VARIES DEPENDING ON PLANT SPECIES, SEE PLANT LIST.
2. REMOVE PLASTIC PLANTING CONTAINER BEFORE PLANTING. BE CAREFUL TO KEEP THE ROOT SYSTEM INTACT.

GROUNDCOVER AND PERENNIALS NOT TO SCALE

DATE	
REVISIONS	

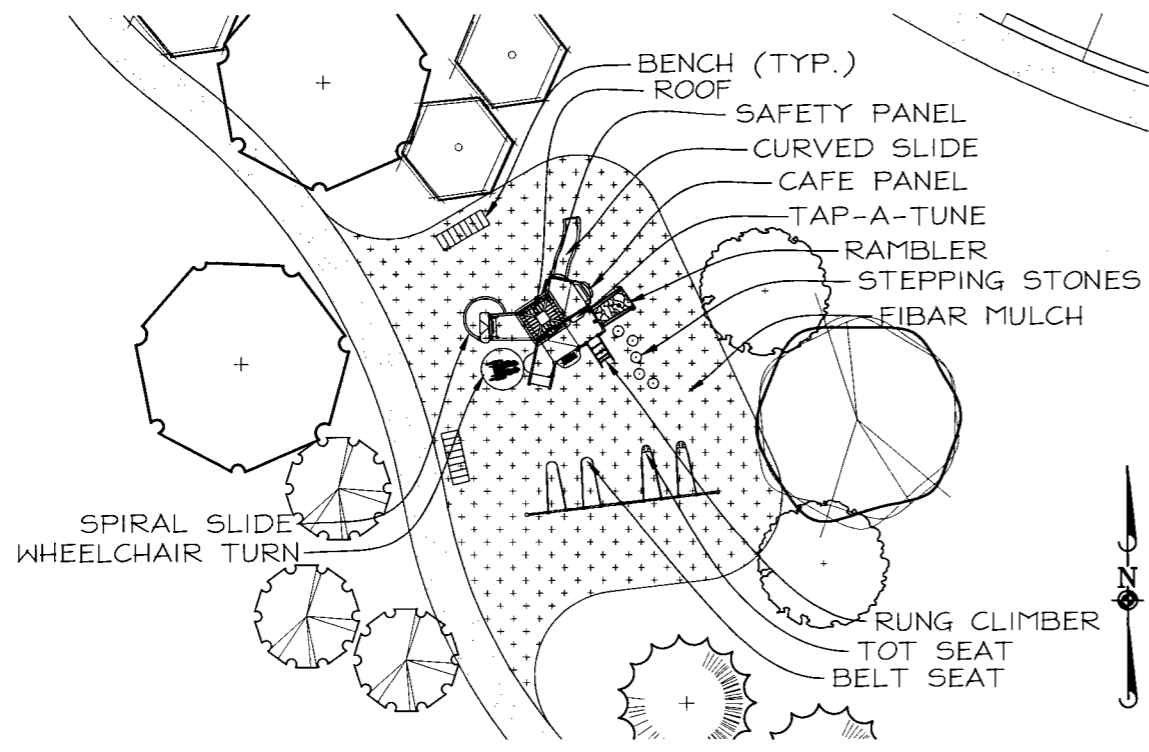
Manhard CONSULTING
 7442 South Union Way, Suite 100A, Casper, Wyoming 82401
 (307) 233-0000
 Civil Engineers • Surveyors • Water-Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

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

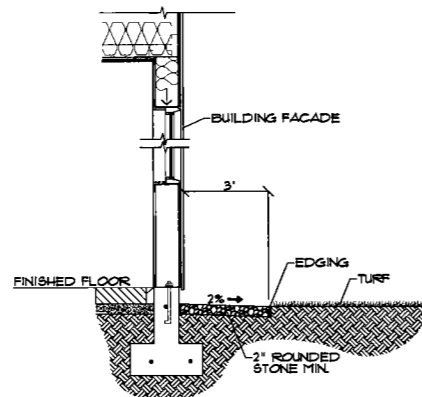
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PENDING APPROVAL - NOT FOR CONSTRUCTION

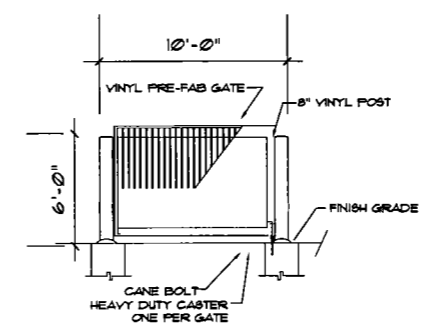


○ PARK ENLARGEMENT
 SCALE: 1"=10'

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.

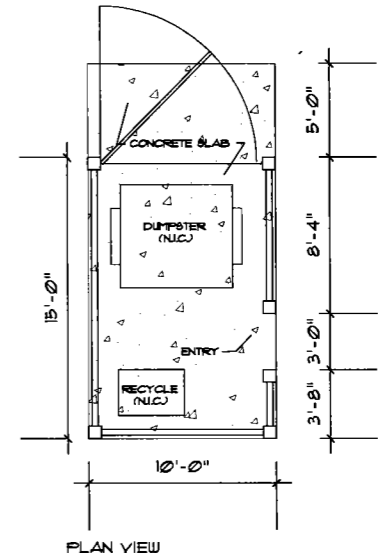


○ TYP. EXTERIOR WALL WITH STONE BUFFER
 NOT TO SCALE



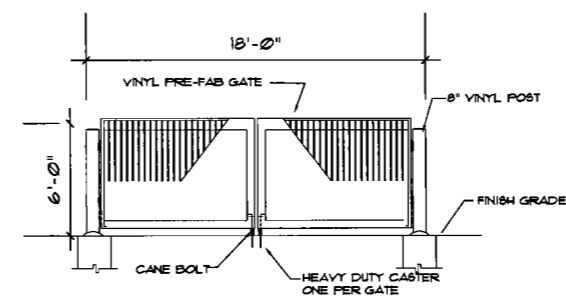
FRONT ELEVATION

- NOTES:
1. DUMPSTER SIZE AND CLEARANCE TO BE VERIFIED WITH LOCAL TRASH COMPANY.
 2. TO BE SUPPLIED BY CERTANTEED, BUFFTECH, IMPERIAL, 6' VINYL PRIVACY FENCING.
 3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
 4. FENCE TO BE WHITE IN COLOR.
 5. SIDE ACCESS TO MEET FAIR HOUSING ACCESSIBILITY GUIDELINES (FHAG) WHERE INDICATED.



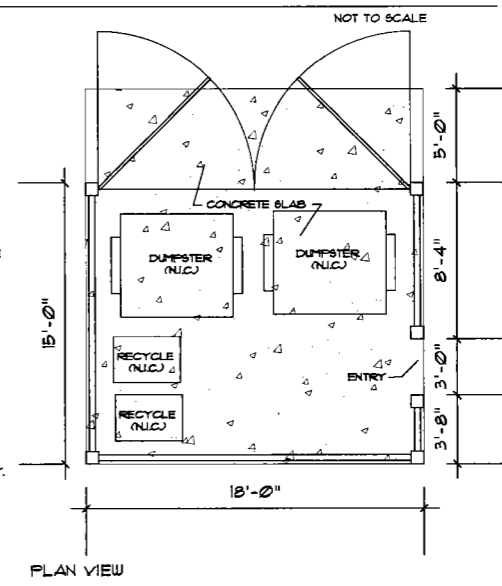
PLAN VIEW

○ SINGLE TRASH ENCLOSURE



FRONT ELEVATION

- NOTES:
1. DUMPSTER SIZE AND CLEARANCE TO BE VERIFIED WITH LOCAL TRASH COMPANY.
 2. TO BE SUPPLIED BY CERTANTEED, BUFFTECH, IMPERIAL, 6' VINYL PRIVACY FENCING.
 3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
 4. FENCE TO BE WHITE IN COLOR.
 5. SIDE ACCESS TO MEET FAIR HOUSING ACCESSIBILITY GUIDELINES (FHAG) WHERE INDICATED.



PLAN VIEW

○ DOUBLE TRASH ENCLOSURE

DATE	
REVISION	

Manhard CONSULTING
 2448 East Tanager Way, Suite 100A, Greenwood, CO 80639
 303.733.7000
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

THE PRESERVE AT GREENWAY PARK
 CASPER, WYOMING
 LANDSCAPE DETAILS AND SPECIFICATIONS

PROJ. NO.: TTN
 PROJ. ASSOC.: JSB
 DRAWN BY: JSB
 DATE: 04/29/08
 SCALE: NTS
 SHEET
 15 OF 199
L3
 BRCAW 070944
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PENDING APPROVAL - NOT FOR CONSTRUCTION

THE PRESERVE AT GREENWAY PARK
PHASE II
SITE PLAN AGREEMENT

THIS AGREEMENT is made and entered into this 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

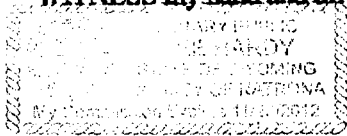
Donald B. Berland
Donald B. Berland
Member

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

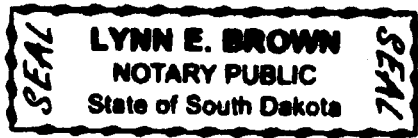
My Commission Expires: 11/2012

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

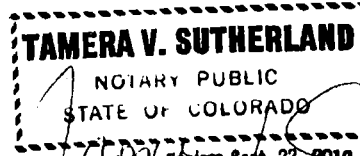
My Commission Expires: June 27, 2012

ACKNOWLEDGEMENT

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

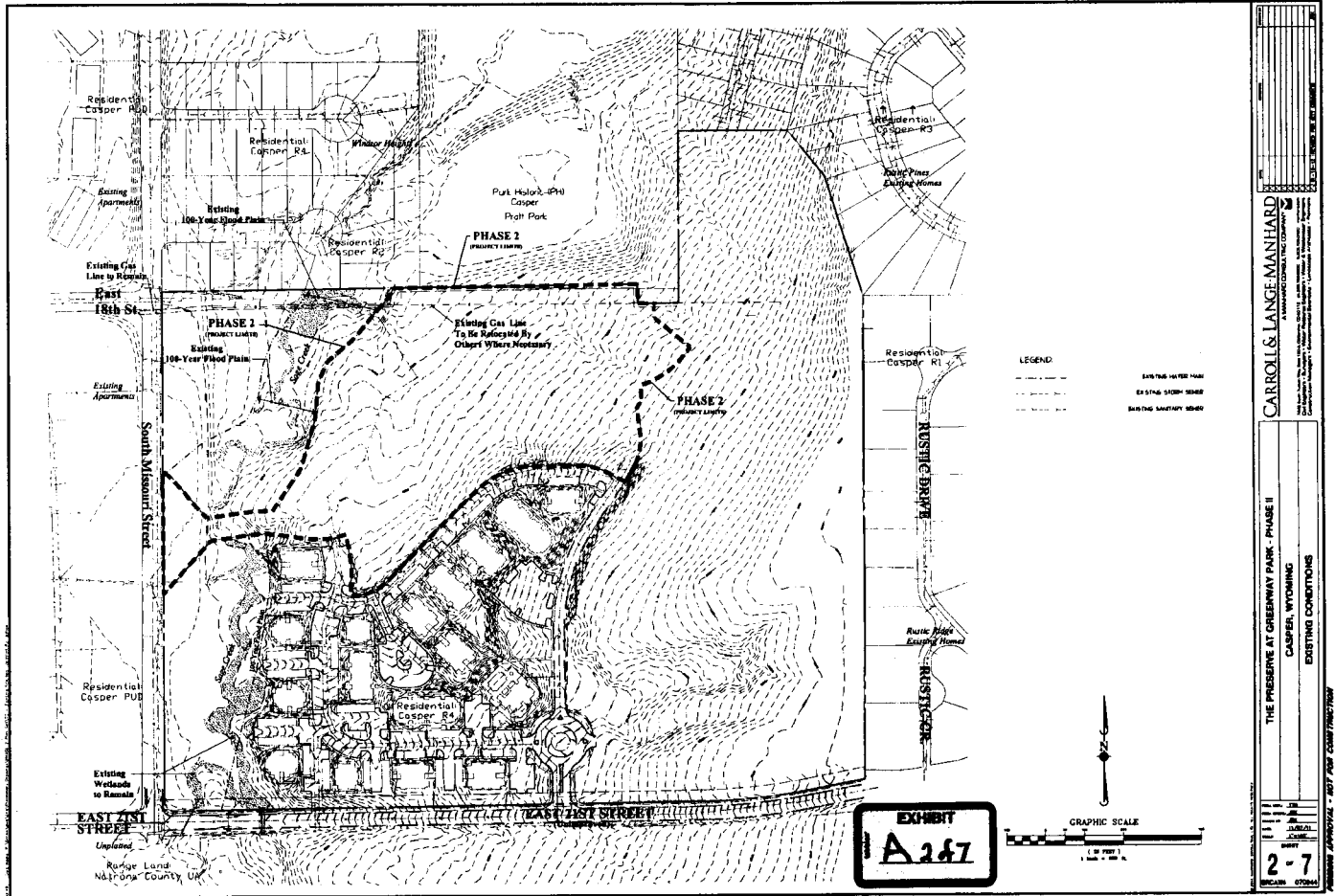
The foregoing instrument was acknowledged before me by DONALD B.
BERLAND, as MEMBER of HAYSTACK PROPERTIES, LLC this 28th day of
February, 2012.

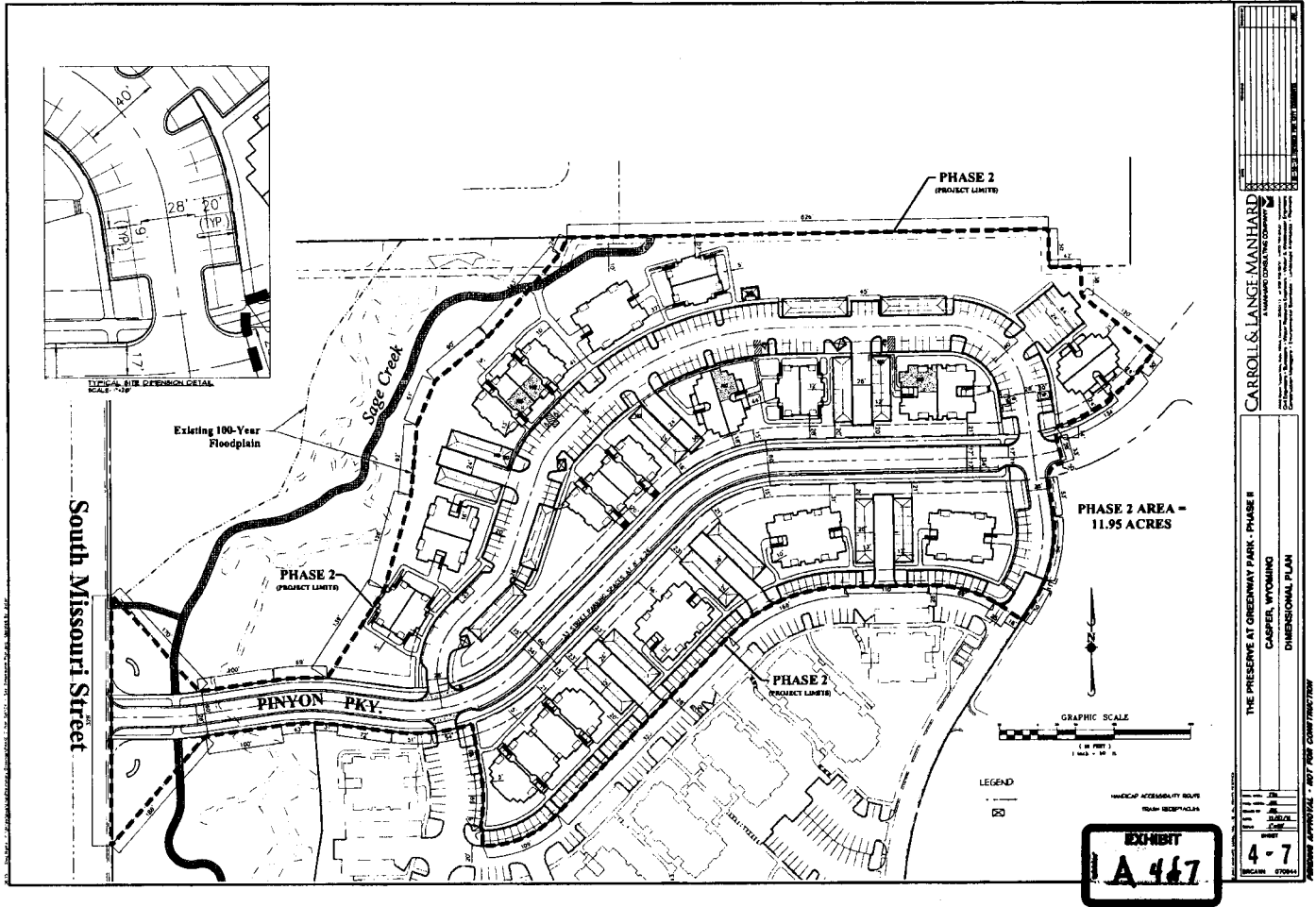
WITNESS my hand and official seal.

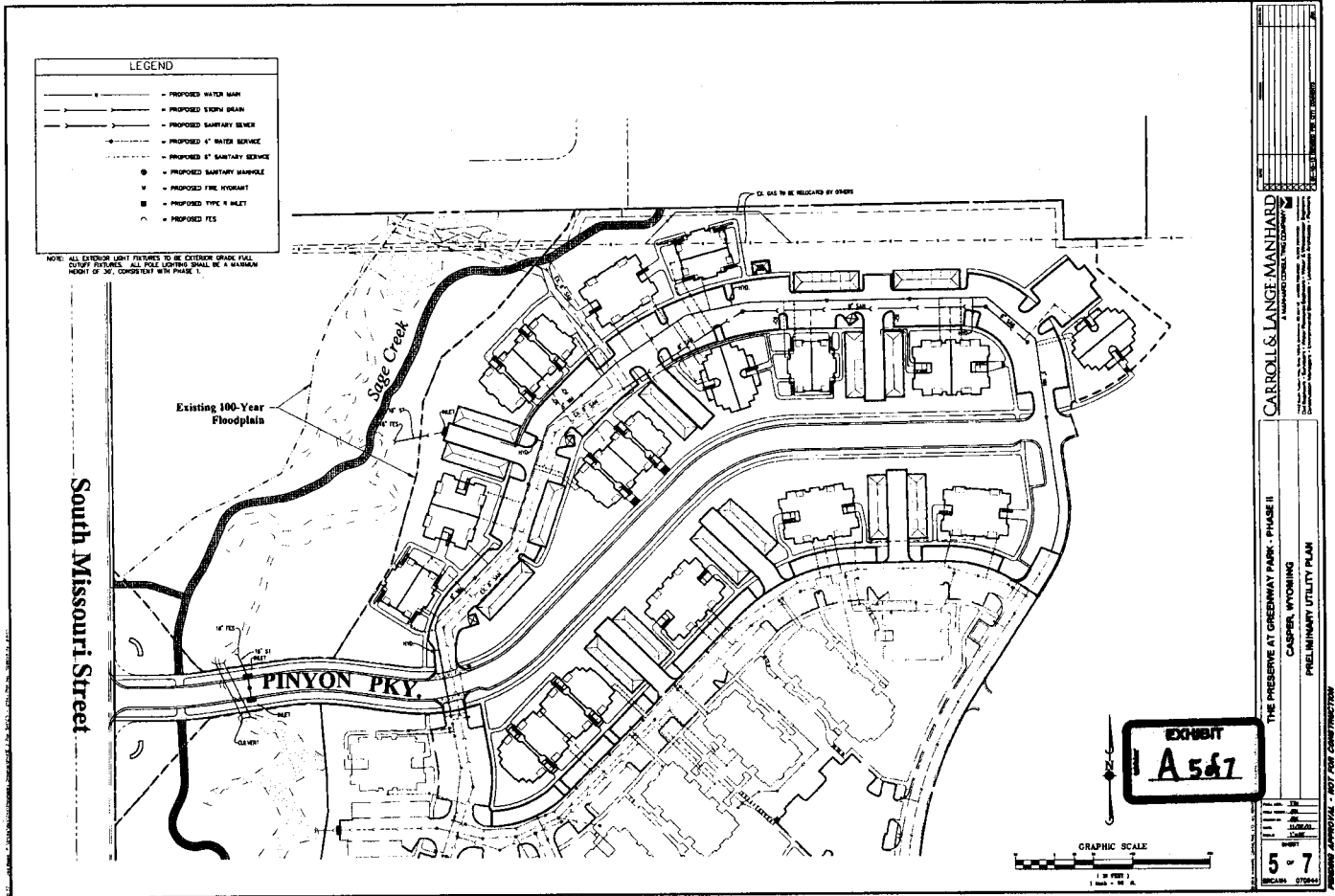


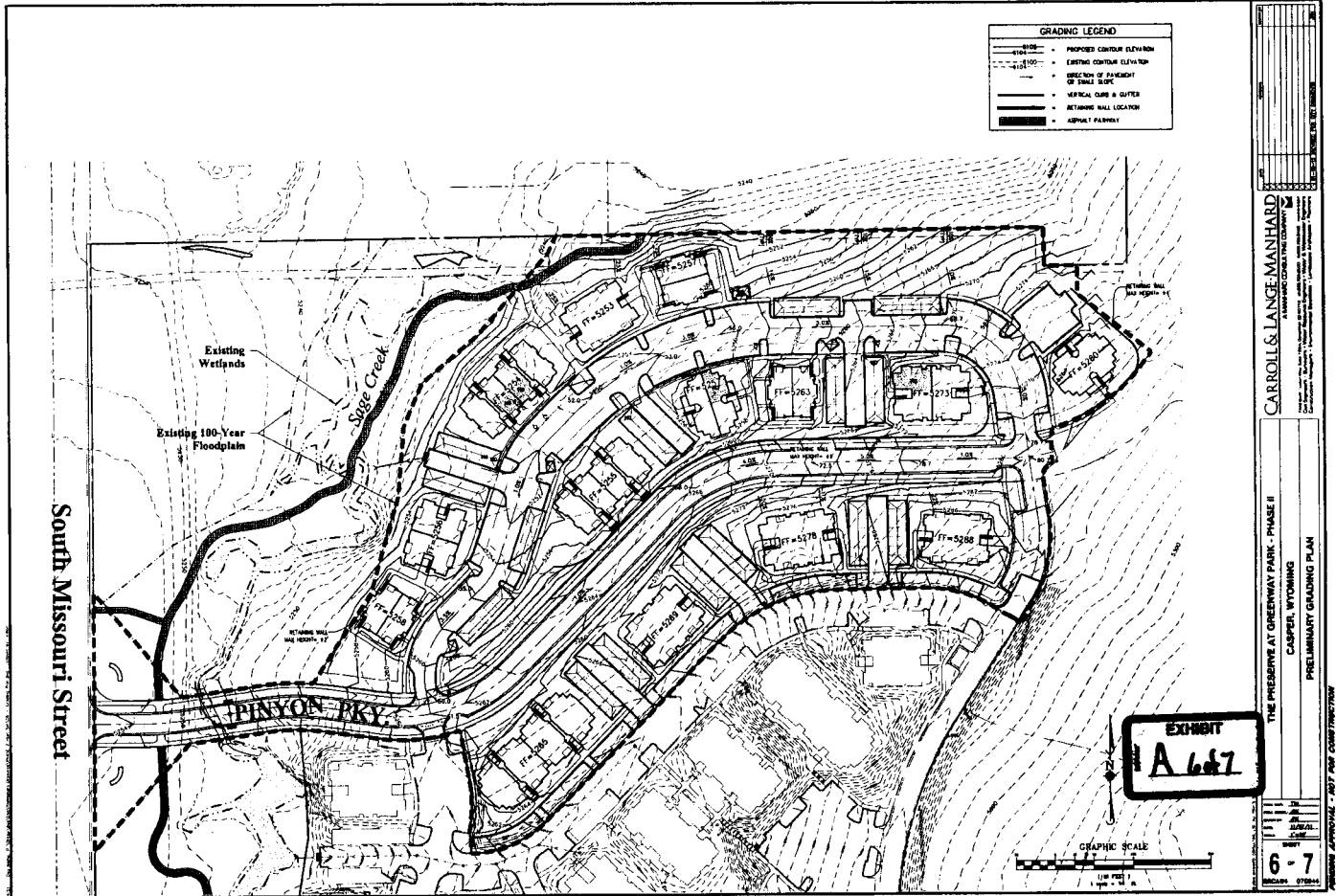
Tamera V. Sutherland
Notary Public

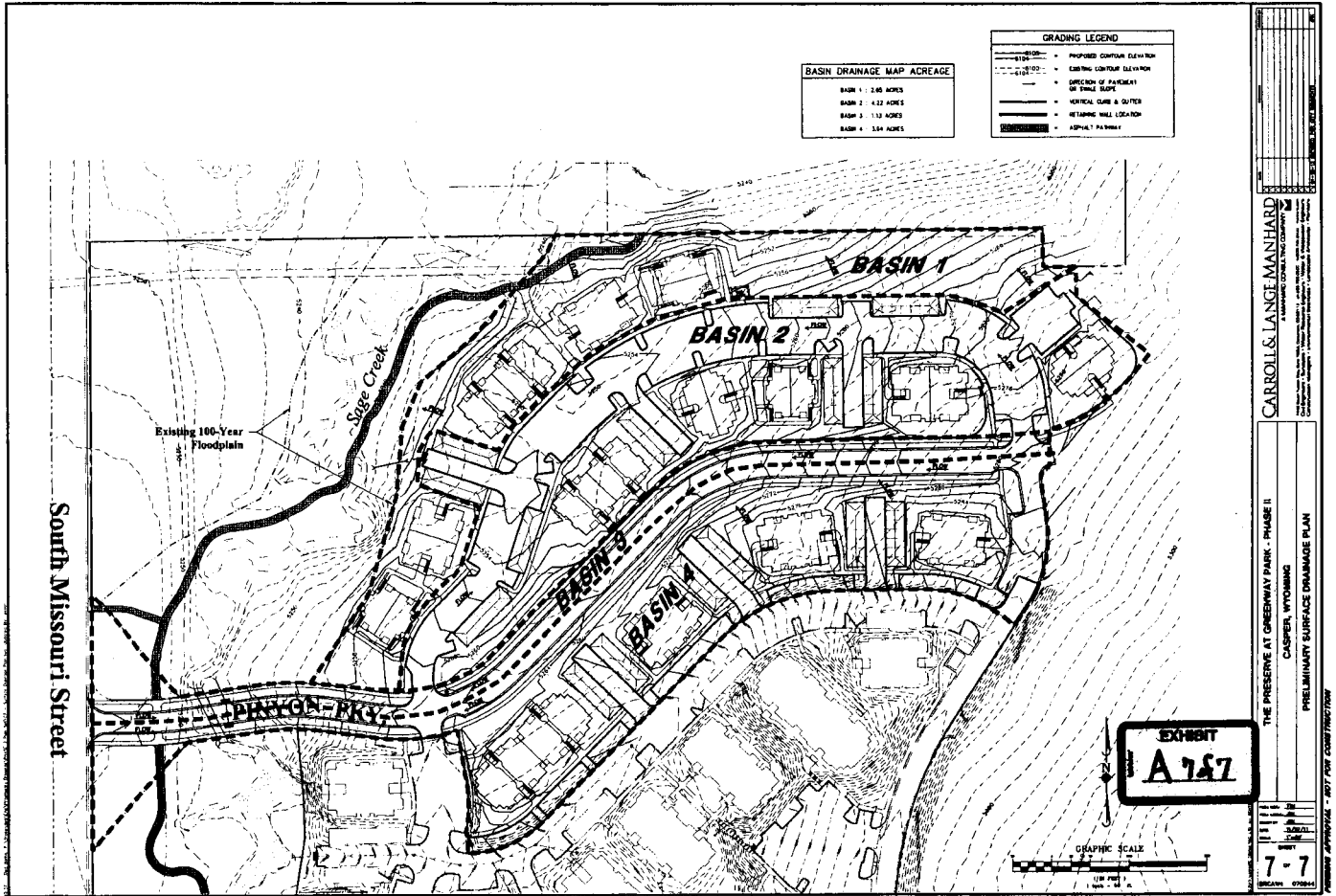
My Commission Expires: 9/22/12

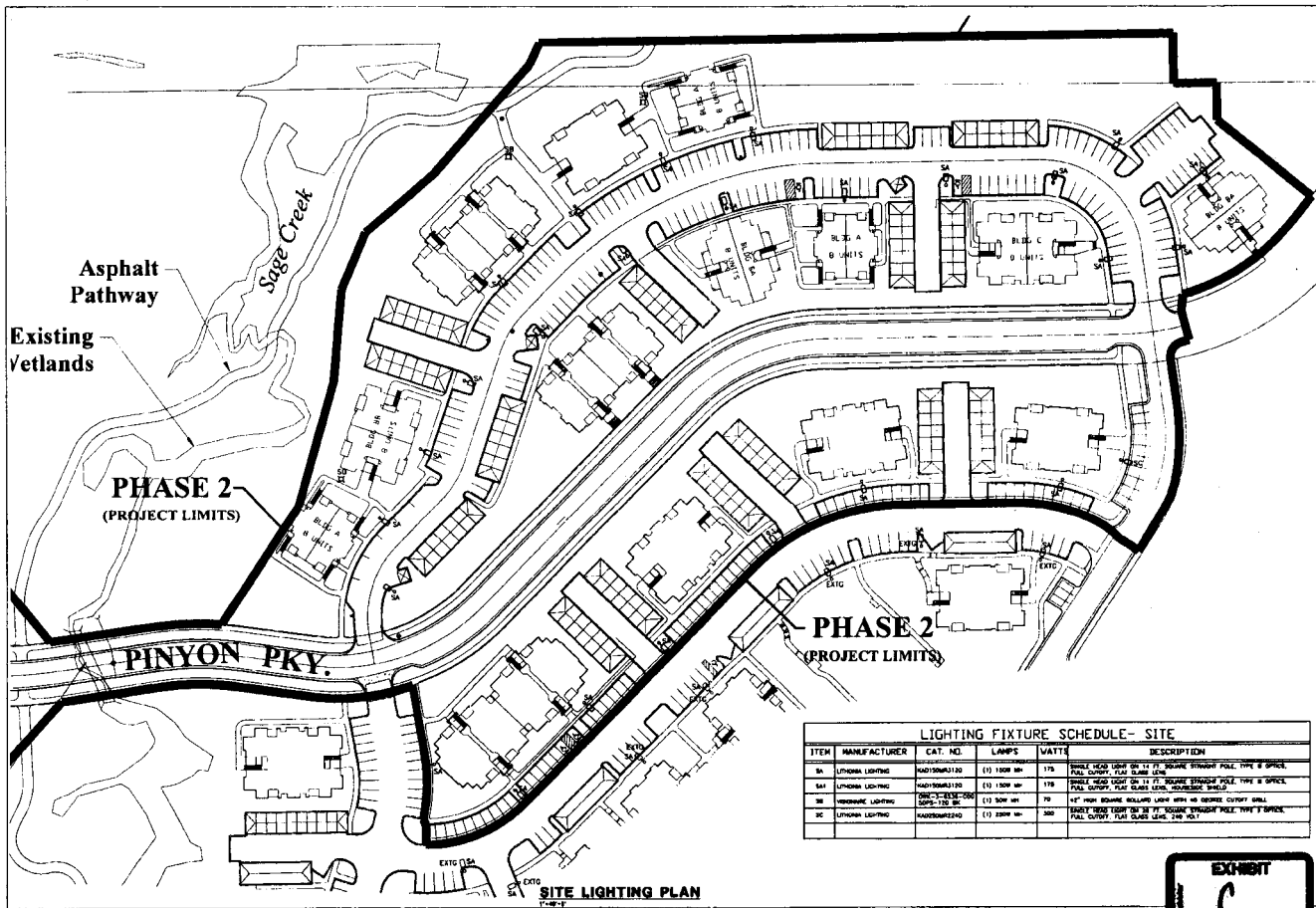












LIGHTING FIXTURE SCHEDULE - SITE

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 GRASS LENS
S4S	LYONRAI LIGHTING	HA0150M01100	(1) 150W MH	175	SINGLE HEAD LIGHT ON 12 FT SQUARE STREET POLE TYPE II SPEC. FULL CUTOFF, FINE GRASS LENS, SIDEWALK BRIDGE
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 GRASS LENS, 240 VOLT

EXHIBIT
C

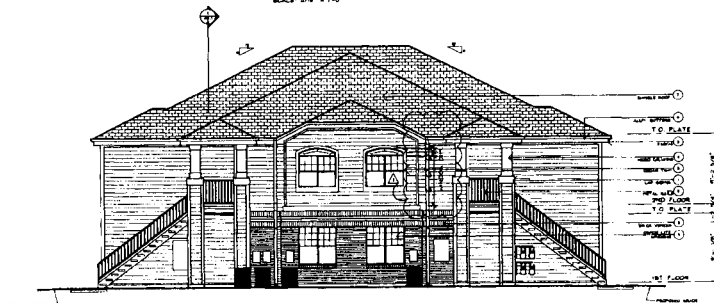
ELECTRICAL ENGINEERING
BE ENGINEERING CONSULTANTS, INC.
 720 So. Colorado Blvd., Suite 740-F
 Denver, Colorado 80246
 (303) 355-3534 Fax (303) 355-3509

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"



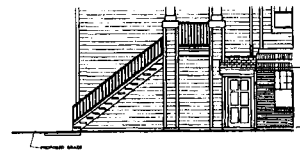
SIDE ELEVATION
SCALE 3/8" = 1'-0"

TYPICAL EXTERIOR MATERIALS

1. ROOF: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
2. SIDING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
3. SILLING: 2" X 4" SILLING ON 2" X 4" STUDS
4. TRIM: 1" X 4" TRIM ON 1" X 4" STUDS
5. FLOORING: 3/4" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
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76. CEILING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
77. WALLS: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
78. ROOFING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
79. SIDING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
80. SILLING: 2" X 4" SILLING ON 2" X 4" STUDS
81. TRIM: 1" X 4" TRIM ON 1" X 4" STUDS
82. FLOORING: 3/4" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
83. CEILING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
84. WALLS: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
85. ROOFING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
86. SIDING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
87. SILLING: 2" X 4" SILLING ON 2" X 4" STUDS
88. TRIM: 1" X 4" TRIM ON 1" X 4" STUDS
89. FLOORING: 3/4" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
90. CEILING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
91. WALLS: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
92. ROOFING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
93. SIDING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
94. SILLING: 2" X 4" SILLING ON 2" X 4" STUDS
95. TRIM: 1" X 4" TRIM ON 1" X 4" STUDS
96. FLOORING: 3/4" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
97. CEILING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
98. WALLS: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
99. ROOFING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS
100. SIDING: 1/2" ASPHALT/FLUTE SHINGLES ON 1" X 6" RAFTERS



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

EXHIBIT
1 D 168

BUILDING TYPE A



SMOOK
DESIGN
GROUP
ARCHITECTURE



EXTERIOR
ELEVATIONS

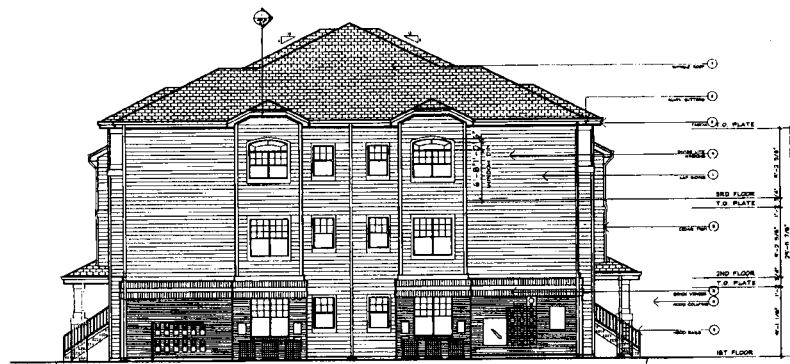
THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CLARK COUNTY, MISSOURI
PRESERVE CLARK LLC
13304 E. CANTON, TOWER ROAD, ENGLEWOOD, CO 80112

Project: 020210
Date: 04/25/04
Drawn: E.J.B.
Checked: L.A.B./K.T.E.
Revised: 06/19/04

Sheet
16 of 229
A-1-A



FRONT ELEVATION
SCALE 3/8" = 1'-0"



SIDE ELEVATION
SCALE 3/8" = 1'-0"

DETAILS FROM TABLES

1. WALL: 1/2" CMU WITH 1/2" GYPSUM BOARD ON BOTH SIDES
2. ROOF: 2" POLYSTYRENE INSULATION ON TOP OF 2" CMU SLAB WITH 1/2" GYPSUM BOARD ON TOP AND 1/2" GYPSUM BOARD ON BOTTOM
3. FLOOR SLAB: 4" CONCRETE ON TOP OF 2" CMU SLAB WITH 1/2" GYPSUM BOARD ON TOP AND 1/2" GYPSUM BOARD ON BOTTOM
4. FLOOR JOIST: 2" x 8" LVL JOIST WITH 1/2" GYPSUM BOARD ON TOP AND 1/2" GYPSUM BOARD ON BOTTOM
5. CEILING: 1/2" GYPSUM BOARD ON BOTTOM OF 2" CMU SLAB

NOTES: SEE ALL OTHER DETAILS FOR FINISHES AND MATERIALS.



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 CLASSIC
PRESERVE CAMPUS LLC
1338 E. CONTROL TOWER HALL, ENGLEWOOD CO. 80112

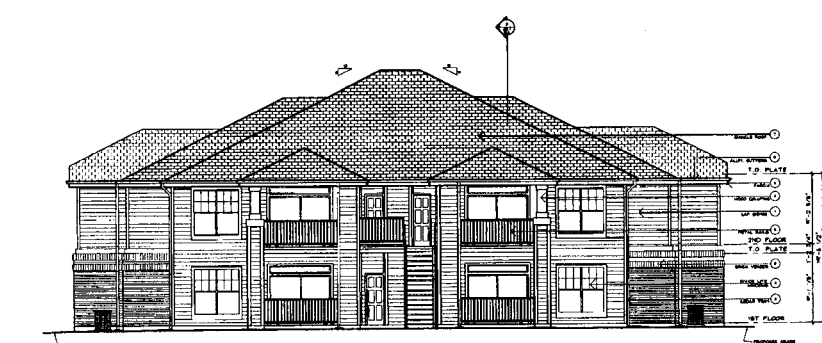


EXTERIOR ELEVATIONS

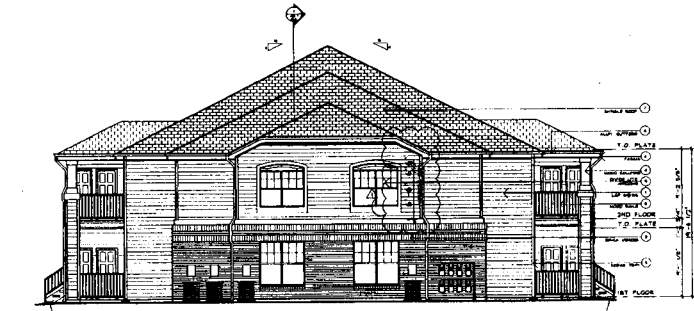
THE PRESERVE AT GREENWAY PARK
PHASE II
SOUTH MISSOURI CLASSIC
PRESERVE CAMPUS LLC
1338 E. CONTROL TOWER HALL, ENGLEWOOD CO. 80112

Project: 282012
Date: 01/09/11
Drawn: E-F
Checked: E.A.S.T.A.

A41-AT



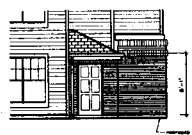
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"

TYPICAL EXTERIOR MATERIALS

1. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
2. SIDING: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
3. FINISH: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
4. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
5. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
6. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
7. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
8. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
9. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING
10. ROOF: 1/2" ASPHALT/FLUTE SHINGLES OVER 1" OSB SHEATHING



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM
SCALE: 1/4" = 1'-0"
SEE SITE PLAN FOR LOCATION



SMOOK DESIGN GROUP ARCHITECTURE



EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CASPER, WYOMING
PRESERVE CASPER, LLC
13386 E. CONTROL, TOWER ROAD, ENGLEWOOD, CO 80112

Project: DE03C
Date: 04/25/08
Drawn: J.S.P.
Checked: J.S.P./S.T.E.
Revised:
Date: 04/14/08

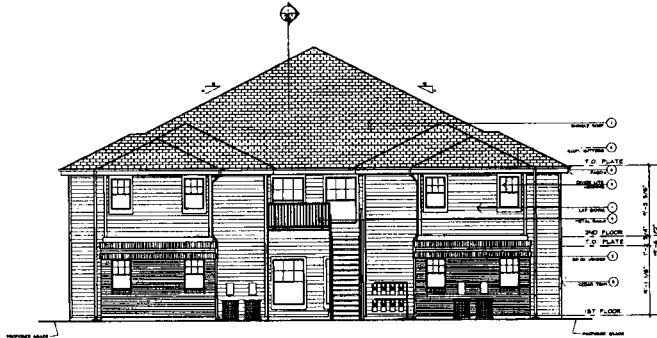
Sheet No. 200
A4-1-BA

EXHIBIT
1 D368

BUILDING TYPE BA



FRONT ELEVATION
SCALE 3/4" = 1'-0"



SIDE ELEVATION
SCALE 3/4" = 1'-0"

TYPICAL EXTERIOR MATERIALS

1. ROOF: Asph/Flt Shingles w/ 1/2" sheathing
2. SIDING: Hardie Board Siding
3. BRICK: Hardie Board Siding
4. STAIRS: Hardie Board Siding
5. PORCHES: Hardie Board Siding
6. BALCONIES: Hardie Board Siding
7. WINDOWS: Hardie Board Siding
8. DOORS: Hardie Board Siding
9. TRIM: Hardie Board Siding
10. GUTTERS: Hardie Board Siding
11. DOWNSPUTS: Hardie Board Siding
12. LIGHT FIXTURES: Hardie Board Siding
13. EXTERIOR LIGHTS: Hardie Board Siding
14. EXTERIOR PAINT: Hardie Board Siding
15. EXTERIOR FINISHES: Hardie Board Siding
16. EXTERIOR MATERIALS: Hardie Board Siding
17. EXTERIOR MATERIALS: Hardie Board Siding
18. EXTERIOR MATERIALS: Hardie Board Siding
19. EXTERIOR MATERIALS: Hardie Board Siding
20. EXTERIOR MATERIALS: Hardie Board Siding



PARTIAL ELEVATION AT SPRINKLER RISER ROOM / DOMESTIC WATER SERVICE
SCALE 3/4" = 1'-0"



BUILDING TYPE BB



SMOOK DESIGN GROUP ARCHITECTURE

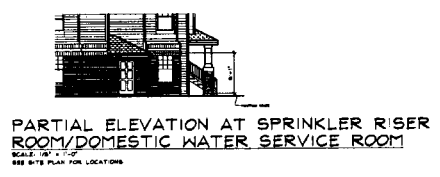
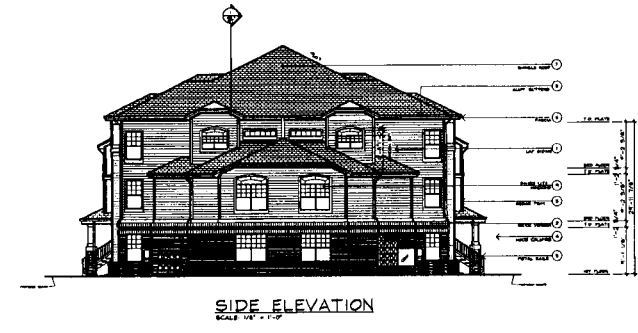


EXTERIOR ELEVATIONS

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: BB0710
Date: 04/23/08
Drawn: E.B.B.
Checked: J.H.K.Y.E.
Revised: 06/19/08

441-BB



BUILDING TYPE BT



THE PRESERVE AT GREENWAY PARK
PHASE II
SOUTH MISSOURI STREET AND EAST 21ST STREET
PRESERVE CAMPUS LLC
1334 E. CORNELL, TOMBERR ROAD, ENGLEWOOD, CO 80112



EXTERIOR
ELEVATIONS

THE PRESERVE AT GREENWAY PARK
PHASE II
SOUTH MISSOURI STREET AND EAST 21ST STREET
PRESERVE CAMPUS LLC
1334 E. CORNELL, TOMBERR ROAD, ENGLEWOOD, CO 80112

Project: 2020-02
Date: 01/20/21
Client: P.C.B.
Contract: E.S. & T.P.
Sheet:

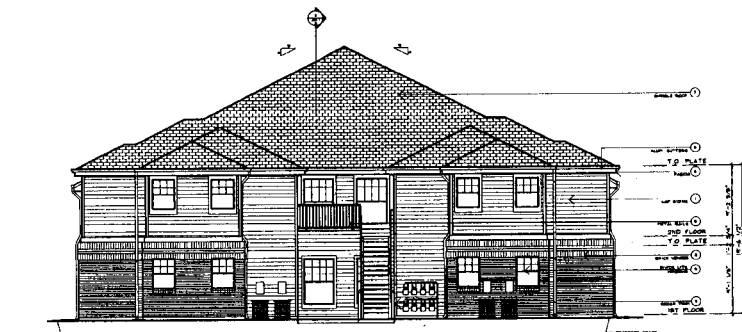
A4.1-BT



FRONT ELEVATION
SCALE 3/8" = 1'-0"

TYPICAL INTERIOR FINISHES

WALLS	1/2" GYPSUM BOARD ON STUDS
FLOORS	3/4" OSB ON 2" X 8" JOISTS
CEILING	5/8" GYPSUM BOARD
DOORS	1 1/2" SOLID CORE
WINDOWS	1 1/2" ALUMINUM CLADDING
BASEMENTS	1/2" GYPSUM BOARD ON STUDS
ROOFS	1/2" GYPSUM BOARD ON TRUSS



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



SMOOK DESIGN GROUP ARCHITECTURE



EXTERIOR ELEVATIONS

THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CASPER, WYOMING
PRESERVE CASPER LLC
1384 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80112

Project: BE0310
Date: 04/23/09
Drawn: F-19
Checked: J.R.S./K.L.E.
Revised:

Sheet: 103 of 200
A4.1-C

EXHIBIT
D 768



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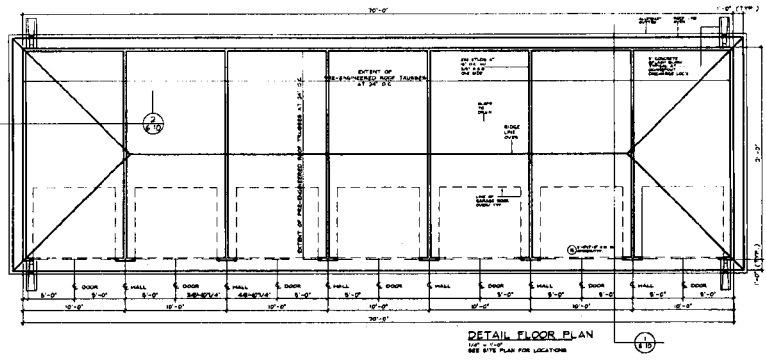
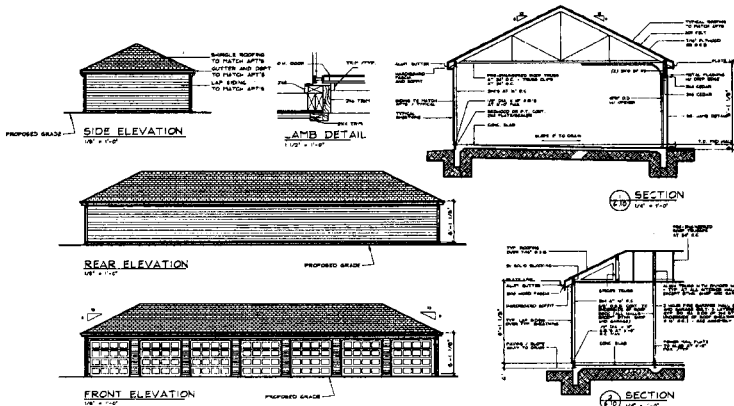


CARPOR
PLANS,
ELEVATIONS
AND
SECTIONS

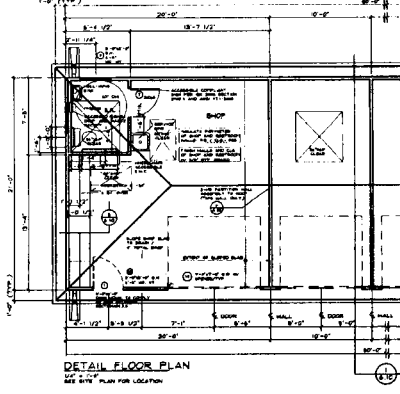
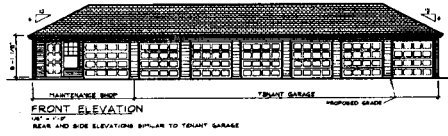
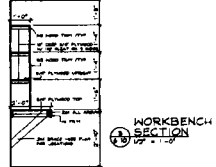
THE PRESERVE AT GREENWAY PARK
SOUTH MISSOURI STREET AND EAST 21ST STREET
CASPER, WYOMING
PRESERVE CASPER LLC
1336 E. CONTROL TOWER ROAD, ENGLEWOOD, CO 80112

Project: 04-090
Date: 04/29/09
Drawn: EJB
Checked: EJB, SJJ
Revised:

Sheet
122 OF 220
A6-10

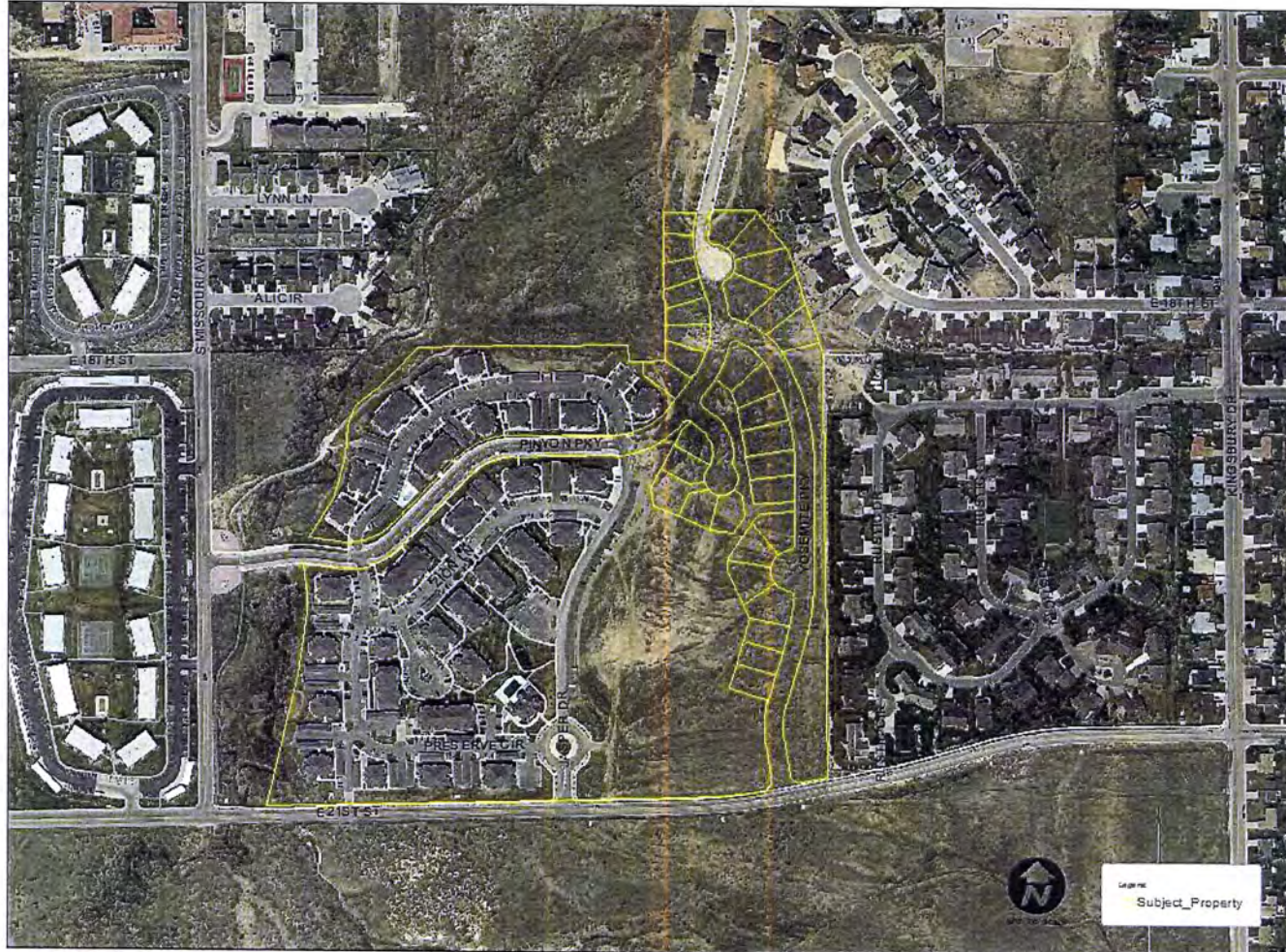


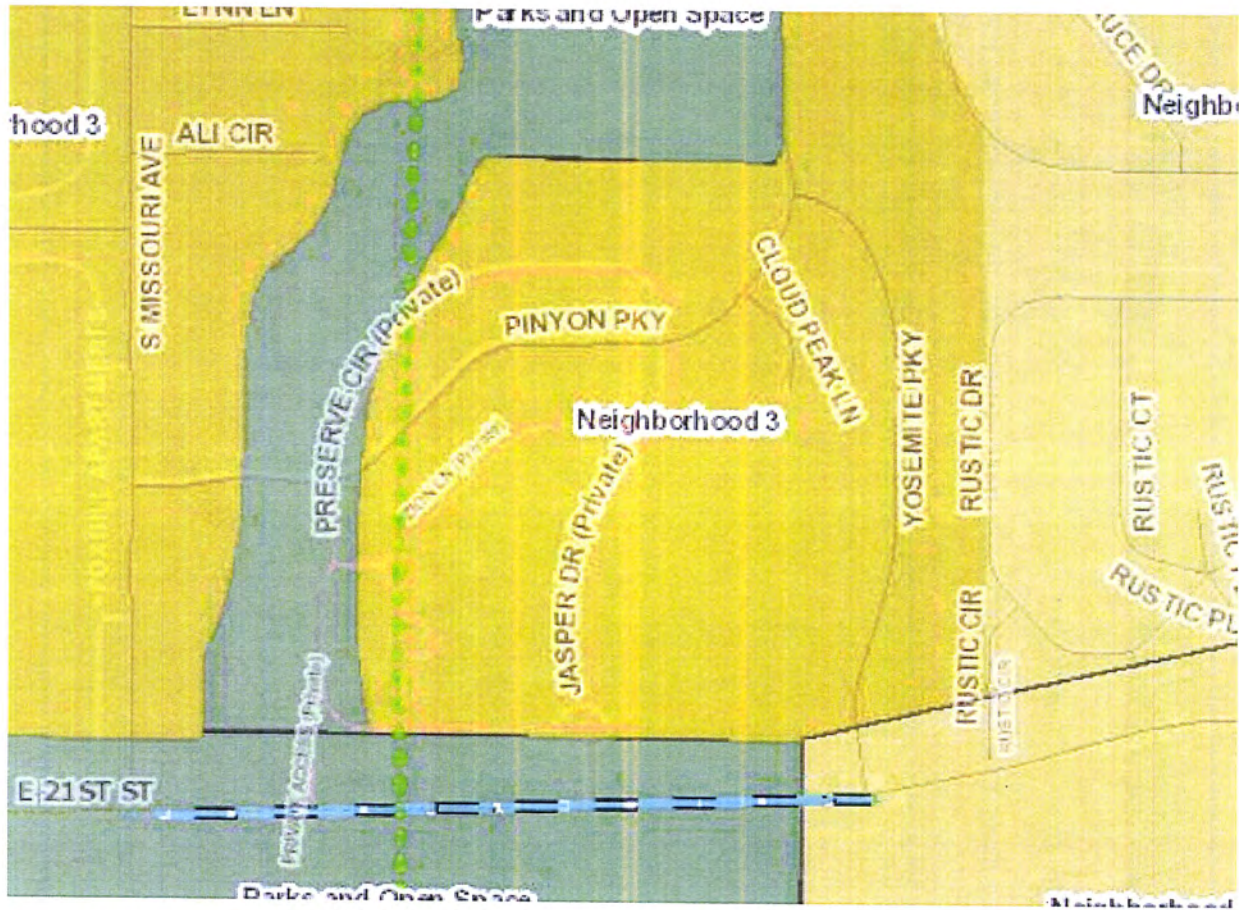
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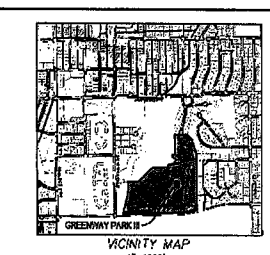
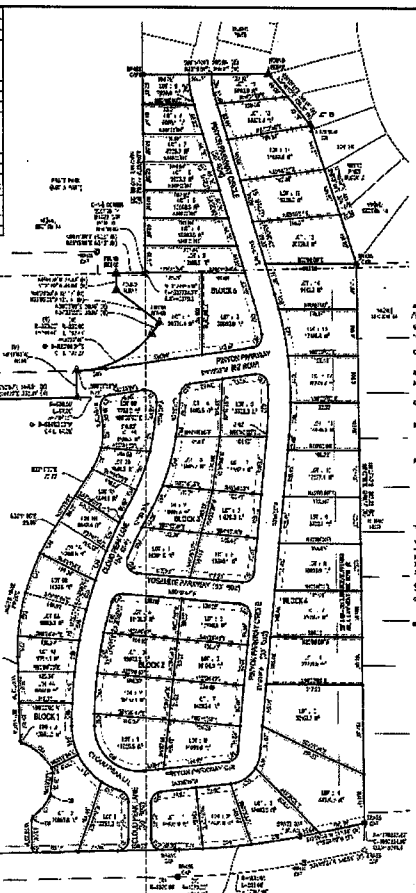
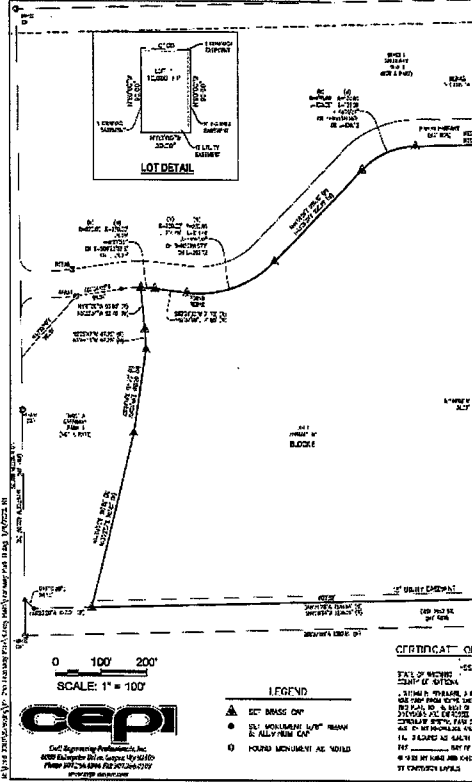
MAINTENANCE SHOP

Greenway Park III Addition





LINE	BEARING	DISTANCE	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER
1	N 0° 00' 00" E	100.00	0.00	100.00	0.00	100.00	0.00	100.00
2	S 90° 00' 00" E	100.00	10000.00	200.00	10000.00	200.00	10000.00	200.00
3	N 0° 00' 00" W	100.00	0.00	100.00	0.00	100.00	0.00	100.00
4	N 90° 00' 00" W	100.00	10000.00	200.00	10000.00	200.00	10000.00	200.00



CERTIFICATE OF DESIGNATION

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this _____ day of _____, 2004, 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 _____.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2004.

Notary Public in and for the State of Texas

APPROVALS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AS TO THE CORRECTNESS OF THE SURVEY

DATE: _____

BY: _____

NOTES

1. THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT ACCURATELY REPRESENTS THE ACTUAL SITUATION ON THE GROUND.
2. ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THIS SURVEY.
3. ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THIS SURVEY.
4. ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THIS SURVEY.

LEGEND

SET BACKS SHOWN

ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED

ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED

CERTIFICATE OF SURVEYOR

I, _____, a duly licensed and qualified surveyor in the State of Texas, do hereby certify that this is a true and correct copy of the original survey as shown to me by the person whose name is subscribed to the foregoing instrument.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2004.

Notary Public in and for the State of Texas

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2004.

YACON AND PLAT OF
TAC'S G, H AND LOTS 1 - 32
GREENWAY PARK ADDITION
AS
GREENWAY PARK III ADDITION

AN ADDITION TO THE CITY OF DENVER, COLORADO
AS A PART OF THE SURVEY, MADE BY _____
ON THE 14th DAY OF _____, 1964, BY _____

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2004.

BEFORE ME, the undersigned authority, on this _____ day of _____, 2004, 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.

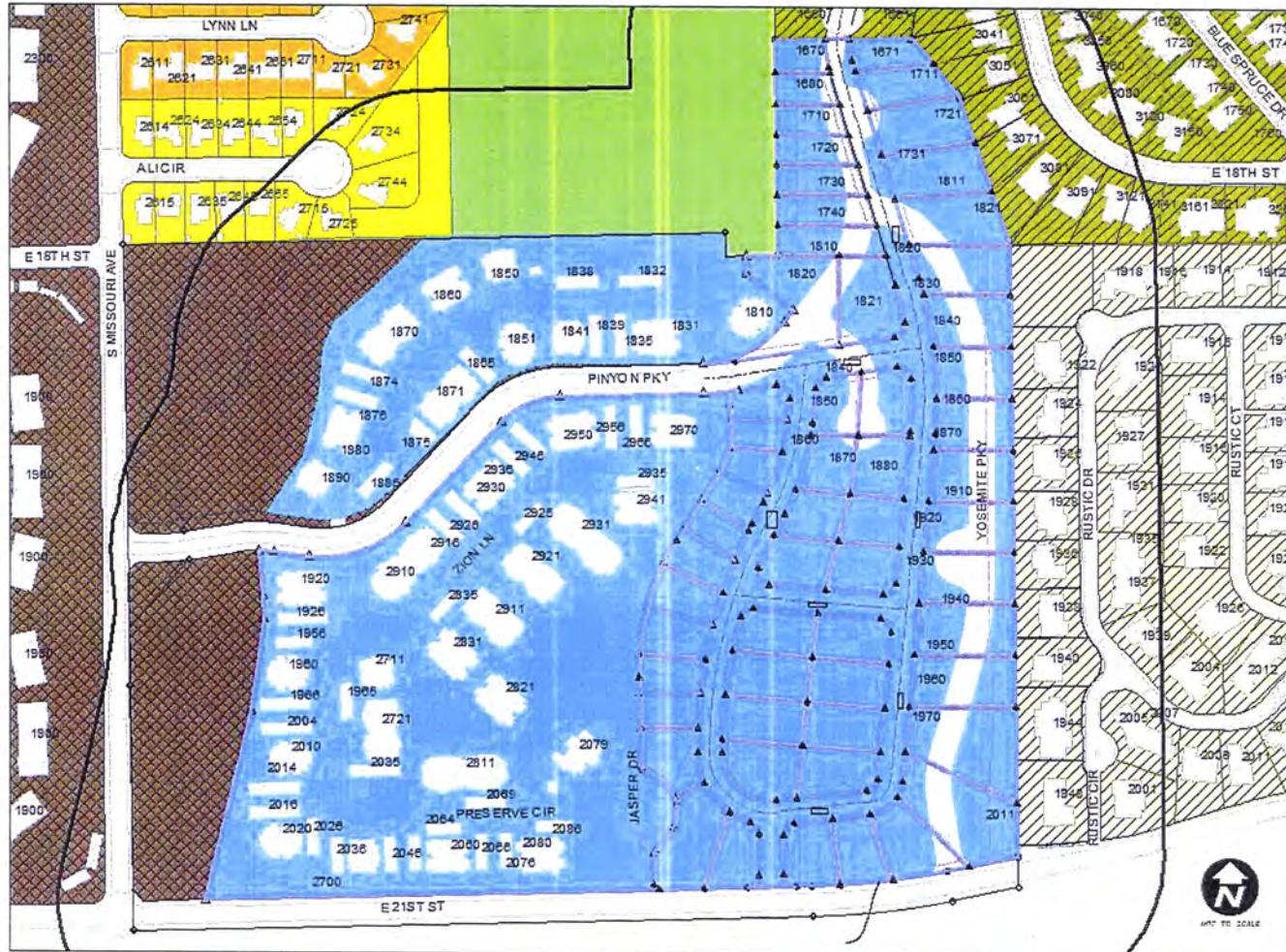
My commission expires _____.

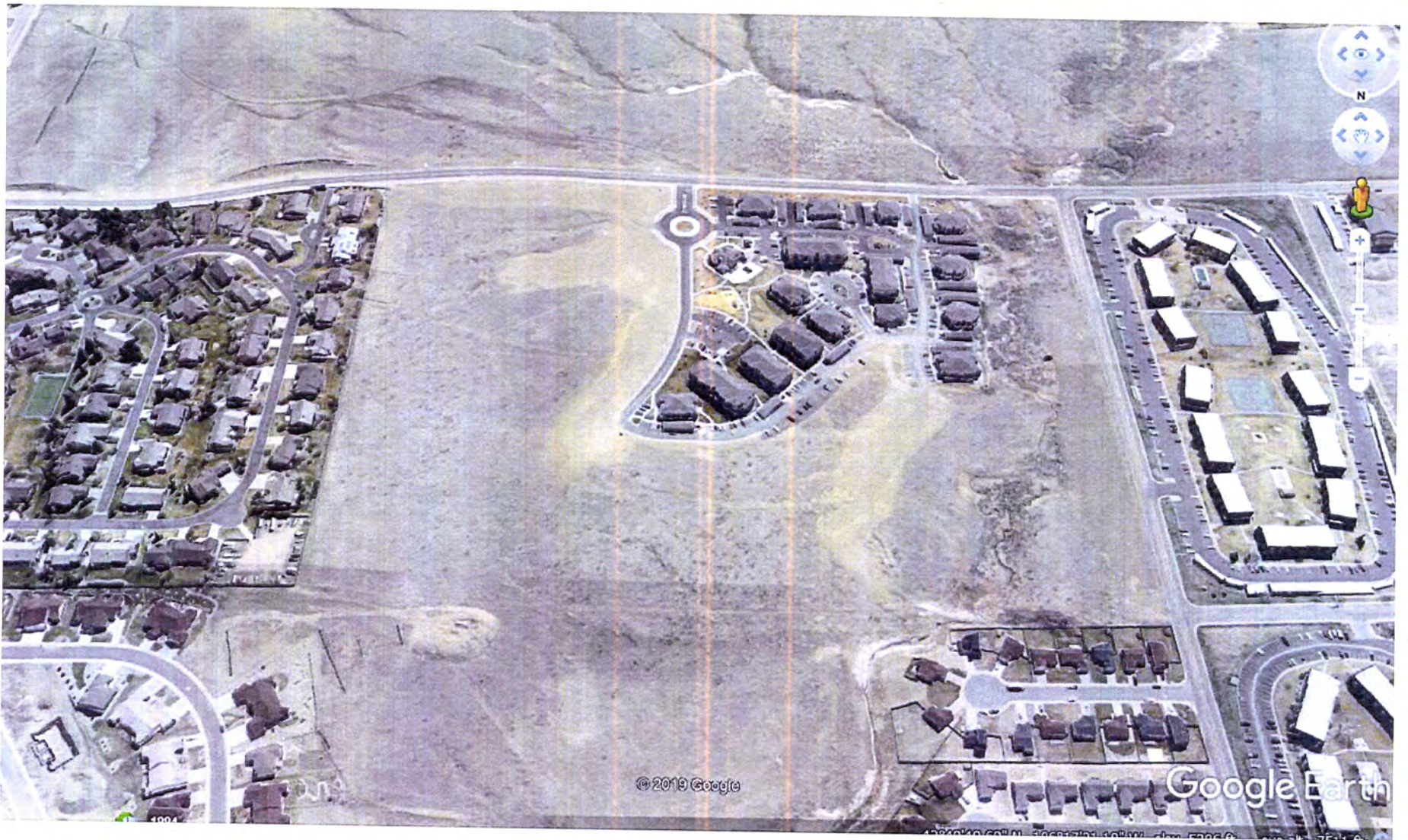
WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2004.

Notary Public in and for the State of Texas



Greenway Park III Addition Overlay





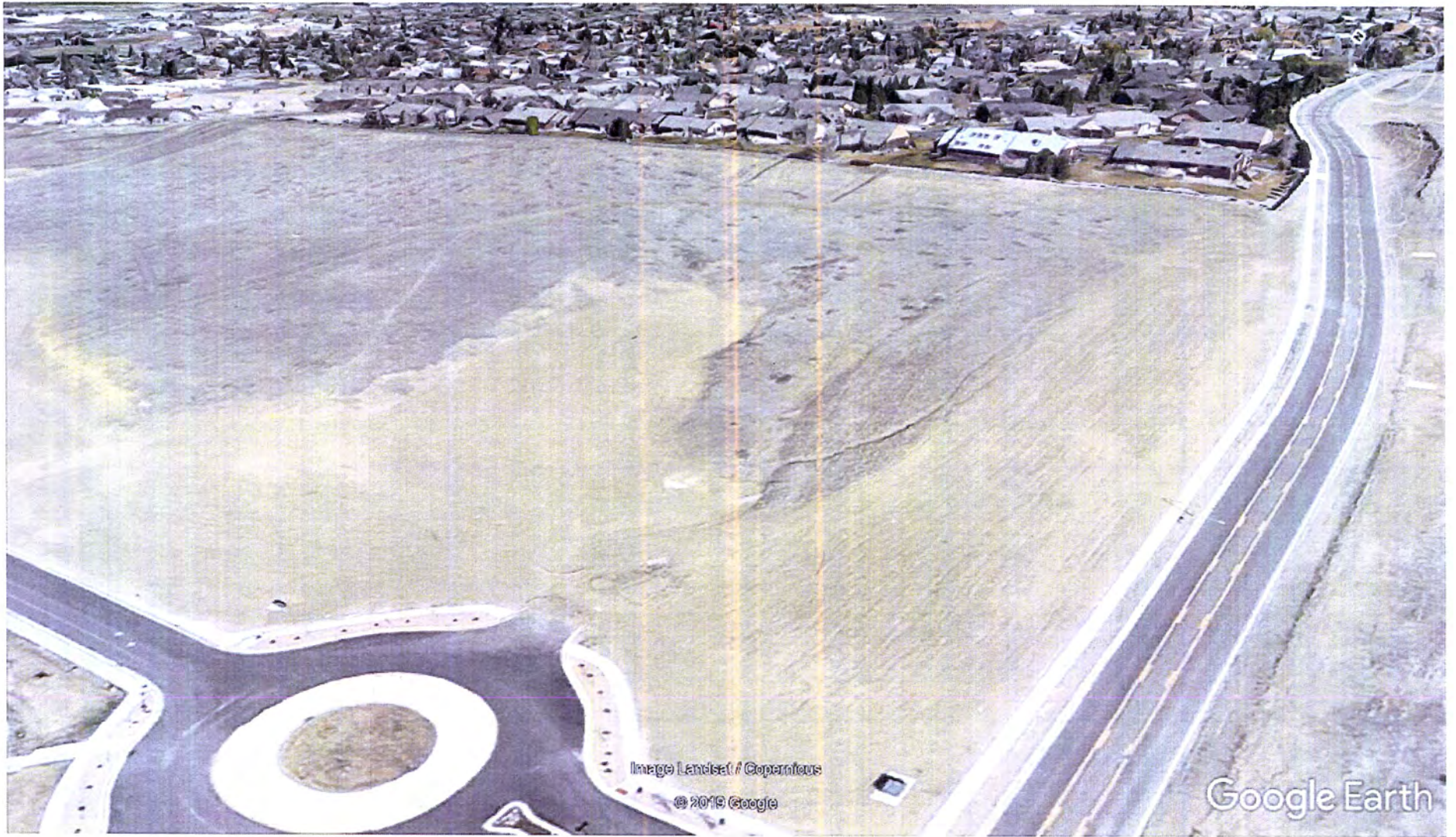
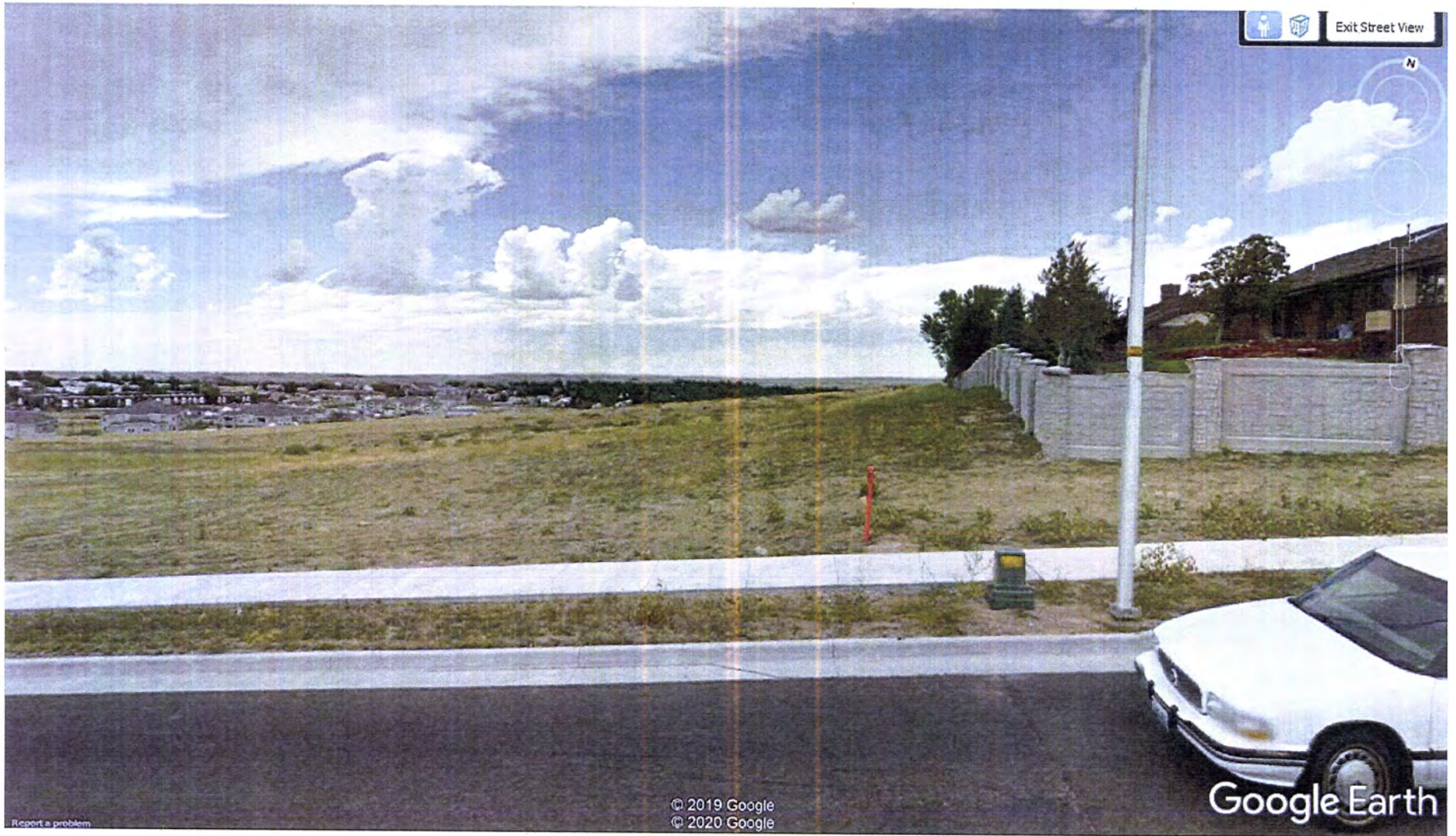
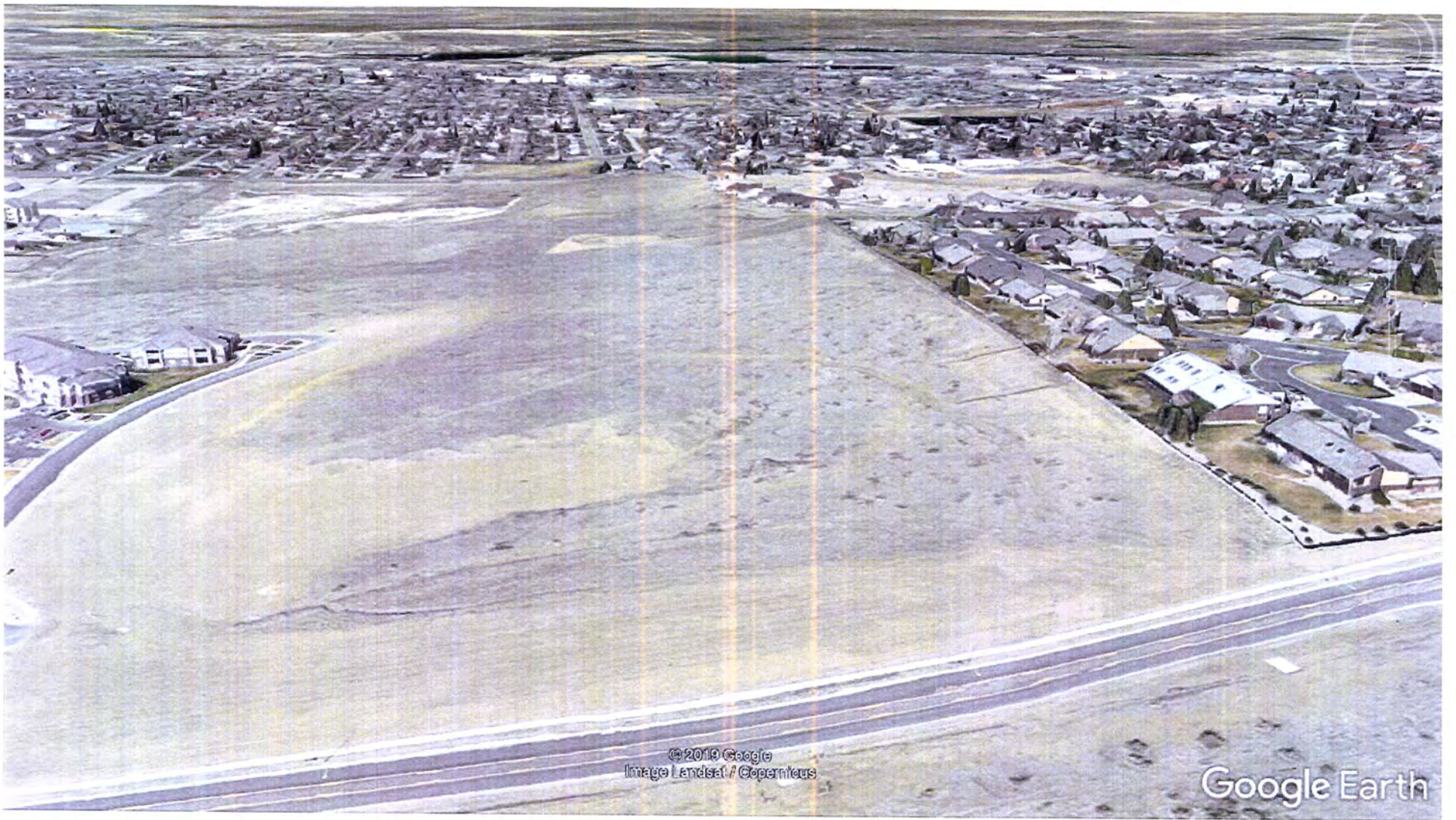


Image Landsat / Copernicus
© 2019 Google

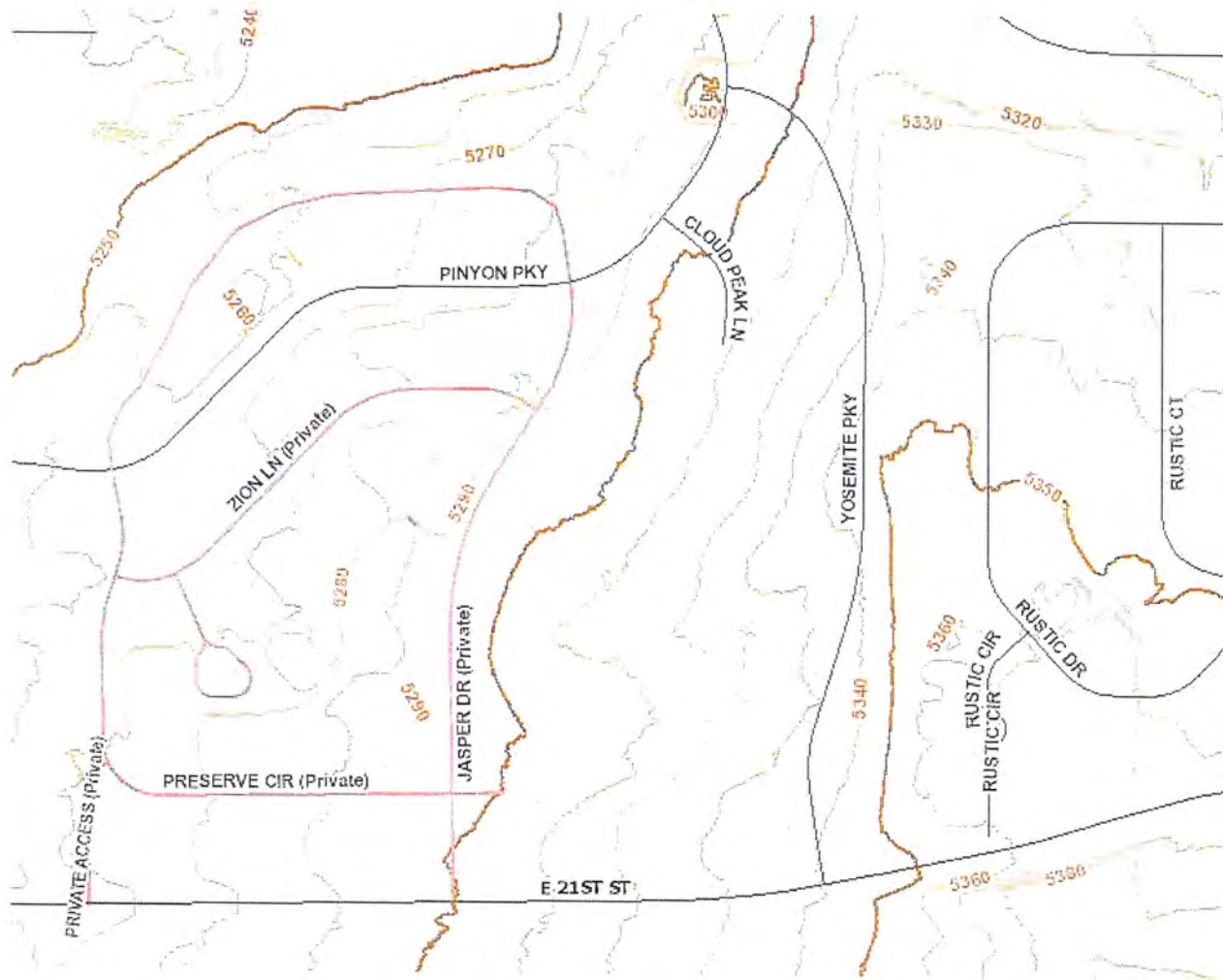
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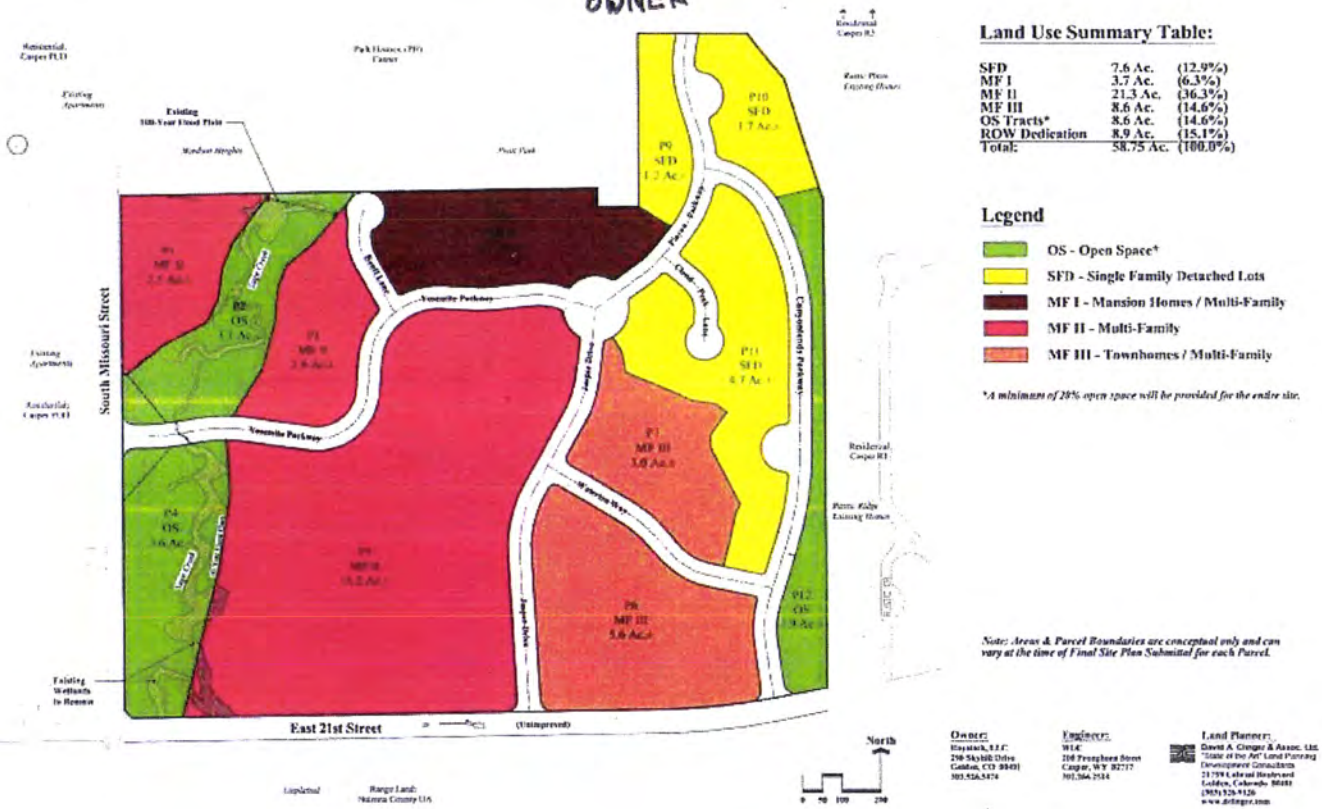








Greenway Park Planned Unit Development Exhibit C OWNER



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, 2007
 Rev. Jan. 07, 2008
 Job No. 06023

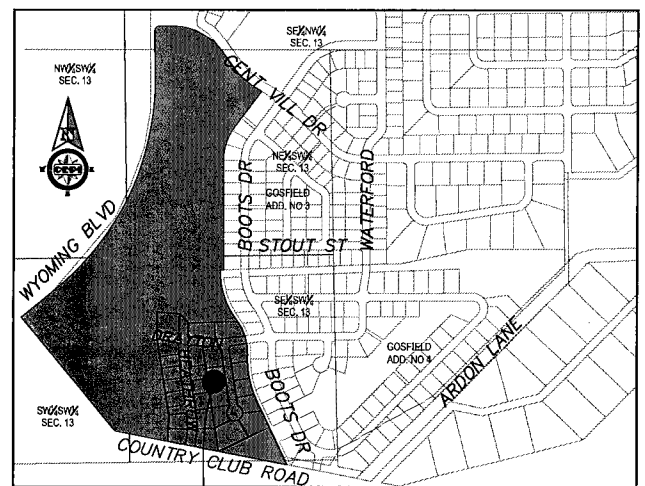
Sheet
 2 of 3

Exhibit C
 CITY

Kensington Heights Addition No. 1 - (Current Configuration Shown)



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	36.01'	82°31'38"	N40°20'17"W	32.98
C2	975.00'	153.61'	9°01'37"	N86°06'55"W	153.45
C3	975.00'	137.60'	8°05'09"	S85°19'43"W	137.48
C4	370.00'	103.36'	16°00'23"	S26°00'10"E	103.03
C5	1945.00'	65.23'	1°55'17"	N1°53'11"E	65.22
C6	630.00'	36.39'	3°18'33"	S0°26'20"W	36.38
C7	2005.00'	51.85'	1°28'54"	N2°12'00"W	51.85
C8	2005.00'	76.26'	2°10'45"	N4°01'49"W	76.25
C9	25.00'	39.27'	90°00'00"	N36°17'08"E	35.36
C10	2005.00'	89.02'	2°32'38"	N2°40'43"E	89.01
C11	370.00'	79.50'	12°18'36"	S4°03'41"E	79.34
C12	630.00'	110.24'	10°01'34"	S6°13'44"E	110.10
C13	630.00'	111.11'	10°06'19"	S16°17'40"E	110.97
C14	630.00'	42.02'	3°49'17"	S23°15'29"E	42.01
C15	50.00'	49.55'	56°47'03"	N28°30'43"W	47.55
C16	25.00'	21.03'	48°11'23"	N32°48'33"W	20.41
C18	25.00'	42.98'	98°30'12"	N50°39'30"E	37.88
C19	25.00'	39.54'	90°36'49"	N35°52'09"E	35.54
C20	25.00'	34.31'	78°37'51"	N40°46'28"W	31.68
C21	50.00'	52.36'	60°00'00"	N89°52'48"E	50.00
C22	50.00'	86.91'	99°35'43"	S10°19'20"E	76.38
C23	2005.00'	79.08'	2°15'35"	N6°15'00"W	79.07
C24	370.00'	50.26'	7°46'59"	N14°06'29"W	50.22
C25	25.00'	21.03'	48°11'23"	S15°22'50"W	20.41
C26	50.00'	52.36'	60°00'00"	S29°52'48"W	50.00
C27	418.69'	287.92'	39°24'01"	N59°16'09"W	282.28
C28	2005.00'	72.00'	2°03'28"	N8°24'31"W	72.00
C29	1025.00'	94.64'	5°17'25"	S88°45'13"E	94.61
C30	25.00'	36.08'	82°41'04"	S50°03'24"E	33.03
C31	25.00'	40.02'	91°42'34"	S52°58'09"E	35.88
C32	1945.00'	115.28'	3°23'45"	N3°47'25"W	115.26
C33	25.00'	43.47'	99°37'45"	N47°43'20"E	38.20
C34	1025.00'	65.21'	3°38'42"	S84°17'09"E	65.20
C35	1945.00'	90.06'	2°39'10"	N6°48'53"W	90.05
C36	1945.00'	44.00'	1°17'46"	N8°47'22"W	44.00
C37	530.00'	108.92'	11°46'30"	N3°33'00"W	108.73
C38	25.00'	39.27'	90°00'00"	N33°58'10"W	35.36
C39	530.00'	80.41'	8°41'36"	N6°41'03"E	80.34
C40	470.00'	65.66'	8°00'16"	S7°01'42"W	65.61
C41	25.00'	39.27'	90°00'00"	S56°01'50"W	35.36
C42	470.00'	83.19'	10°08'27"	S2°02'39"E	83.08
C43	370.00'	14.60'	2°15'40"	N35°08'12"W	14.60



KENSINGTON HEIGHTS ADDITION NO. 1
VICINITY MAP
1"=600'

APPROVALS

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

CITY ENGINEER
INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020.

CITY SURVEYOR

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA } SS
I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



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

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 S88°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

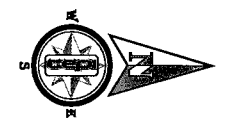
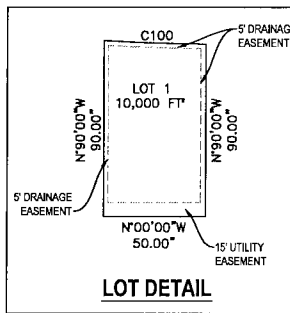
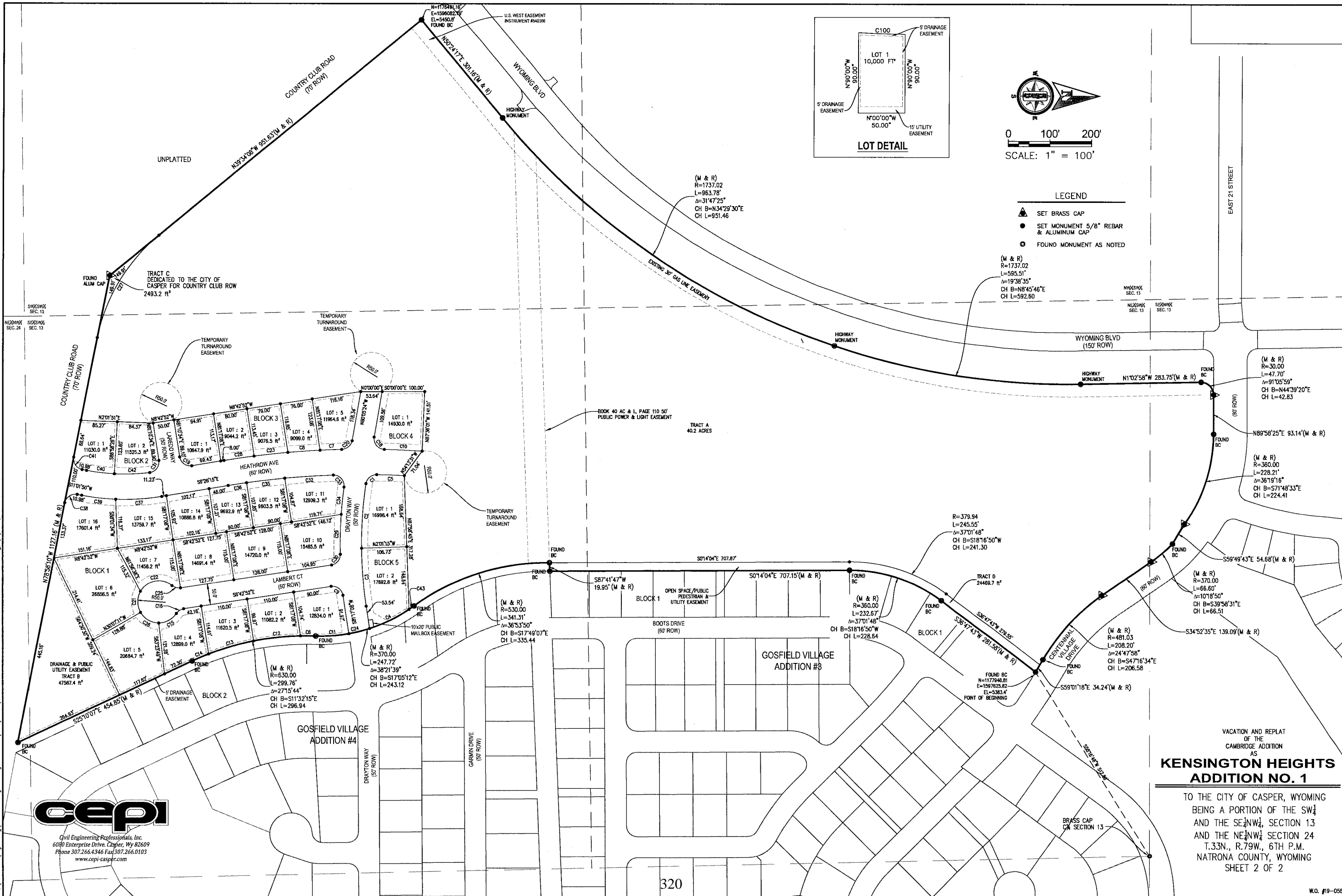
- ERROR OF CLOSURE EXCEEDS 1:1,706,633.
- BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°43'22.8589", AND THE COMBINED FACTOR IS 0.999774294.
- DISTANCES: U.S. SURVEY FOOT
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO USED AS BENCHMARKS.



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



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'
Δ=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 3/4 brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (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)

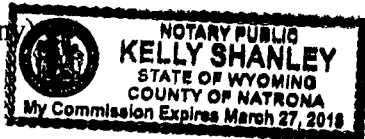
Notary-Records Technician
Title (and Rank)

[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)

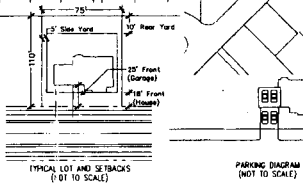
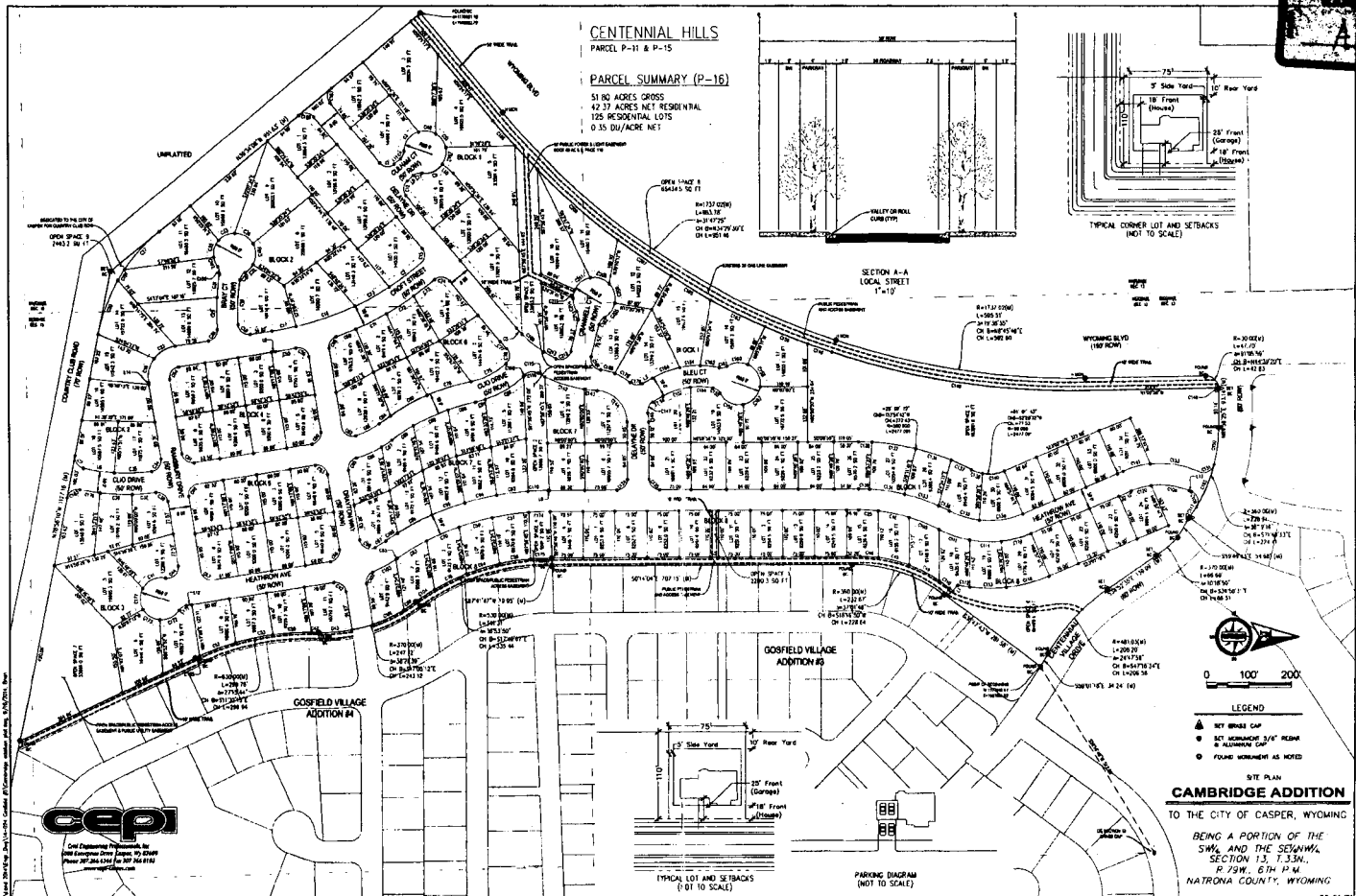
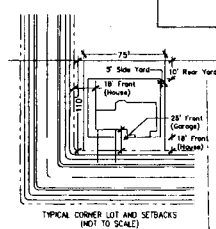
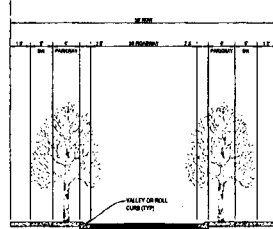
[My Commission Expires: 3/27/18]

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



LEGEND

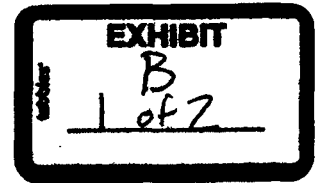
- ▲ SET WEDGE CAP
- SET WEDGES 3/4" HEAD
- ALLIUMS CAP
- FOUND WORKMAN AS NOTED

SITE PLAN
CAMBRIDGE ADDITION
TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE
S.W. 1/4 AND THE S.E. 1/4
SECTION 13, T. 33N.,
R. 79W., 6TH P.M.,
NATRONA COUNTY, WYOMING



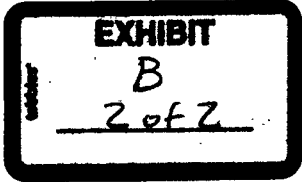
City of Casper
Country Club Road Reconstruction -
Wyoming Boulevard to Ardon Lane, Project 14-23



Knife River

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LS	LS	\$21,886.00	\$21,886.00
2	MISCELLANEOUS FORCE ACCOUNT	FA	\$5,000.00	\$1.00	\$5,000.00
3	TEMPORARY TRAFFIC CONTROL	LS	1	\$50,285.00	\$50,285.00
4	STREET LIGHTING	LS	1	\$34,100.00	\$34,100.00
5	CREATE AND MAINTAIN SWPPP	LS	1	\$6,200.00	\$6,200.00
6	EXISTING SURFACING REMOVAL	SY	6740	\$1.90	\$12,806.00
7	UNCLASSIFIED EXCAVATION	CY	5900	\$13.10	\$77,290.00
8	6" PLANT MIX ASPHALT W/ 6" GRADING "W"	SY	75	\$88.00	\$6,600.00
9	4" PLANT MIX ASPHALT PAVEMENT	SY	11670	\$18.30	\$213,561.00
10	10" GRADING "W" CRUSHED BASE	SY	11670	\$12.20	\$142,374.00
11	CURB AND GUTTER	LF	5840	\$16.20	\$94,608.00
12	5' SIDEWALK	SY	1620	\$36.00	\$58,320.00
13	10' SIDEWALK	SY	3240	\$26.20	\$84,888.00
14	ADA RAMPS	EA	14	\$150.00	\$2,100.00
15	VALLEY GUTTER	SY	500	\$73.40	\$36,700.00
16	STREET SIGNS	EA	22	\$405.00	\$8,910.00
17	INLAY STRIPING	LS	1	\$34,245.00	\$34,245.00
18	FENCING	LF	2800	\$6.70	\$18,760.00
19	RESET GATE	EA	2	\$500.00	\$1,000.00
20	HYDRO SEEDING	SY	8000	\$0.15	\$1,200.00
21	RESET CATTLE GUARD	EA	1	\$2,230.00	\$2,230.00
22	48" RCP STORM	LF	160	\$170.00	\$27,200.00
23	24" RCP CULVERTS	LF	180	\$63.60	\$11,448.00
24	CATCH BASIN	EA	4	\$2,890.00	\$11,560.00
25	STORM MANHOLE	EA	4	\$6,080.00	\$24,320.00
26	48" FLARED END SECTION	EA	2	\$1,250.00	\$2,500.00
27	24" FLARED END SECTION	EA	5	\$506.00	\$2,530.00
28	24" RCP STORM MAIN	LF	120	\$104.00	\$12,480.00
29	18" RCP STORM MAIN	LF	1008	\$86.00	\$86,688.00
30	16" PVC WATER TRANSMISSION MAIN	LF	2650	\$54.00	\$143,100.00
31	8" PVC WATER TRANSMISSION MAIN	LF	90	\$52.00	\$4,680.00
32	16" X 16" X 16" TEE	EA	2	\$2,190.00	\$4,380.00
33	16" X 16" X 8" TEE	EA	1	\$1,730.00	\$1,730.00
34	16" BUTTERFLY VALVE	EA	8	\$3,640.00	\$29,120.00
35	8" GATE VALVE	EA	3	\$1,620.00	\$4,860.00
36	16" CROSS	EA	1	\$3,020.00	\$3,020.00
37	FIRE HYDRANT ASSEMBLY	EA	7	\$7,360.00	\$51,520.00
38	CAP, BLOCK, RESTRAIN DEAD END LINE	EA	6	\$820.00	\$4,920.00
39	CONNECT TO EXISTING MAIN	EA	1	\$1,520.00	\$1,520.00
40	16" FITTINGS	EA	6	\$1,630.00	\$9,780.00

TOTAL	\$1,350,419.00
CONTINGENCY	\$69,581.00
ENGINEERING	\$139,600.30
FUTURE TRAFFIC SIGNAL (1/2 COST)	\$125,000.00
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 3rd day of March, 2020.

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

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

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

March 12, 2020

MEMO TO: Casper City Council
J. Carter Napier, City Manager

FROM: John Henley, City Attorney 

SUBJECT: Notice to Liquor Licensees of operational minimums: Retail, bar and grill,
and restaurant licenses.

Meeting Type & Date:
Regular Council Meeting
March 17, 2020

Action Type
Consideration of the Resolution previewed at the last work session.

Recommendation
That Council determine if it wants to give notice to liquor licensee of minimum operational requirements. The parking of liquor licenses has been a concern of the Council for years.

Summary
The issue of licensees not complying with basic renewal request requirements was encountered again during the most recent license renewal process. An ordinance to address this concern of Council is almost ready for review and consideration. A part of that ordinance will address another concern of Council; the parking of licenses. The State Legislature specifically enacted legislation so licensees could not continue to park City licenses stating they had not found the concept or the best place to build; the Legislation stated that a one year period from the issuance of the license would be the bench mark, unless there were some extraordinary reason which would justify a one-time additional year extension. The Legislature also reverenced that operation of a license was conducting an ongoing business over the twelve (12) months of the license year, for which the license was issued.

Concern over the lack of facilities to conduct a “bar and grill” operations, and the lack of effort to open, manage and continuously operate retail licenses gives rise to the resolution previewed at the last work session.

In essence this resolution provides additional notice and feedback to license owners that minimal operational standards must be met, if the licensee wishes to obtain renewal of the license for a subsequent year.

Financial Considerations

Benefits of a competent licensee are adequate facilities to serve the public during reasonable and ongoing hours. Without these very basic operational efforts, sales tax receipts as well as license values are diminished.

Oversight – Responsibility

Ongoing responsibility:

- City Clerk's office
- City Attorney's office
- Casper Police Department
- Councilmembers

RESOLUTION NO. 20-53

A RESOLUTION EXPRESSING THE CITY COUNCIL OF CASPER'S INTENT TO BETTER DEFINE CERTAIN CASPER CITY CODE PROVISIONS TO ADDRESS THE MINIMAL OBLIGATIONS OF OPERATIONAL REQUIREMENTS FOR A COMMERCIAL RETAIL LICENSE, A "BAR AND GRILL" LICENSE, AND A RESTAURANT LICENSE.

WHEREAS, the City Council of Casper, has recently authorized the renewal of numerous liquor licenses, notwithstanding that some of the licenses are in essence parked or not being used as intended; and,

WHEREAS, incorporated cities, towns and counties within Wyoming are the entities which are charged with licensing, regulating and prohibiting the retail sale of alcoholic and malt beverages within their jurisdictions (Wyo. Stat. §12-4-101(a)); and,

WHEREAS, pursuant to state law, liquor licenses are to be operational within one (1) year after license issuance or transfer and remain operational thereafter (Wyo. Stat. §12-4-103(a)(iv)); and,

WHEREAS, "remains operational" means operational consecutively, in any license term year, for twelve (12) months unless the license was issued for a seasonal operation (Wyo. Stat. §12-4-103(a)(iv)); and,

WHEREAS, to give approximately one year notice to commercial licensees of the minimal expectations of the City of Casper.

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

Section 1. Minimal hours of operation.

- A. "Operational" means offering for sale on an ongoing weekly basis for twelve (12) months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein.
- B. "Weekly basis" means at least eight (8) hours per day five (5) days per week for fifty (50) weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five (5) hours per day five (5) days per week for fifty (50) weeks per year for a restaurant license.

Section 2. “Bar and Grill” license must include bar facilities and service and food facilities and service.

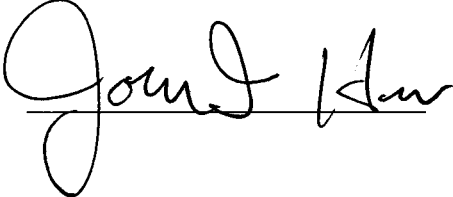
- A. A “Bar and Grill” license is not just a different name for a restaurant license.
- B. A “Bar and Grill” licensee must have a physical bar with at least eight (8) adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; the bar must have at least one (1) dedicated service representative (bartender), and a choice of at least six major distilled spirits (e.g. vodka, bourbon, tequila, etc.) available for retail sale.

Section 3. Severability.

If any section, paragraph, clause, or provision of this Resolution shall 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.

March PASSED, APPROVED, AND ADOPTED THIS 17th DAY OF March, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 21, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Bruce Martin, Public Utilities Manager
Clint Conner, Distribution Manager

SUBJECT: Authorizing a Procurement Agreement with Municipal Treatment Equipment in the amount of \$55,400, for two Water Storage Tank Mixers to be used at the North Park and Manor South water storage tanks.

Meeting Type & Date
Regular Council Meeting
March 17, 2020

Action type
Resolution

Recommendation

That Council, by resolution, authorize a Procurement Agreement with Municipal Treatment Equipment in the amount \$55,400 for two (2) PAX water storage tank mixers for use at the North Park and Manor South water storage tanks.

Summary

Water storage tanks, because of their inherent design, often are stratified with colder water at the bottom, and much warmer water at the top. This stratification leads to nitrification in the water storage tanks and water distribution system usually in the late summer and fall. Nitrification leads to the loss of chloramine residual in the system which could, if left unabated, lead to public health concerns. To minimize nitrification events, City staff spends a great deal of time sampling water, flushing water lines, and draining water storage tanks. Stratification also leads to ice buildup in the water storage tanks in the winter, which damages tank coatings and roof structures.

In 2009, a nitrification control study was performed by CH2M Hill Consulting Engineers for the Central Wyoming Regional Water System (CWRWS) Joint Powers Board. The report made several recommendations, including experimenting with the use of water storage tank mixers. Tank mixers will gently mix the water in the water storage tank throughout its depth in order to achieve a fully mixed tank. Incoming water with sufficient chloramine residual can combine with tank water with a lower residual to keep the entire contents of the tank at an adequate chloramine residual concentration. Tank mixers by themselves will not stop nitrification events, but they will help.

During the past ten years, mechanical mixers have been installed in four of five CWRWS distribution water storage tanks and ten of eighteen City of Casper water storage tanks either by

staff or by contractors during tank renovation projects. The mixers, along with changes made at the Water Treatment Plant, have reduced nitrification event intensity in the distribution system.

In 2010, staff installed mechanical mixers from two different vendors to compare their performance. One was successful (a PAX submersible mixer); the other was not (a SolarBee floating mixer). The vendor of the floating mixer changed their design to a submersible mixer and exchanged the floating mixer for their new submersible mixer. That mixer has not performed as well as the PAX mixers and ice buildup remains an issue in that water storage tank. PAX Water Technology mechanical submersible mixers are now in fourteen RWS/Casper water storage tanks with good results.

SolarBee and PAX are the only two nationally recognized mechanical water storage tank mixer manufacturers, neither of which have distribution outlets within Wyoming. SolarBee is headquartered and distributed out of Dickenson, North Dakota and Municipal Treatment Equipment, Inc. of Golden, Colorado is the exclusive representative for PAX equipment for the Colorado, Wyoming, and New Mexico area.

At its February 18, 2020 Pre-meeting, Council authorized the Public Services Department to negotiate a sole source Procurement Agreement with Municipal Treatment Equipment.

Oversight/Project Responsibility

Clint Conner, Distribution Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 17th day of March, 2020, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Municipal Treatment Equipment, 17301 West Colfax #105, Golden, Colorado 80401, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the attached Sales Proposal dated January 15, 2020, (Exhibit "A", pages 1 - 12 as modified) hereby attached and made part of this agreement. The Goods to be furnished are generally described as follows:

- Two (2) PAX Water Mixer Wet Assemblies (PAX PWM250 Mixer)
- Two (2) Control Center Dry Assemblies
- Two (2) 70-ft. cables
- Two (2) Tank Penetration Accessories.

No installation, start up services, or training shall be provided. The Contractor will provide a start-up checklist.

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 Water Distribution Garage
1600 Southwest Wyoming Boulevard
Casper, Wyoming 82604

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by May 1, 2020.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Fifty-Five Thousand Four Hundred Dollars (\$55,400). See Exhibit "A" - Sales Proposal dated January 15, 2020, pages 1 - 12 as modified.

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in

accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" - Sales Proposal dated January 15, 2020, pages 1 - 12 as modified.
- 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 (Not Applicable for this Agreement).
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.

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

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

APPROVED AS TO FORM:

Walker Trust

CONTRACTOR:

Municipal Treatment Equipment
17301 West Colfax #105
Golden, Colorado 80401

ATTEST:

BY: M. Schuffler

TITLE: Sales Engineer

BY: [Signature]

TITLE: V.P.

OWNER:

CITY OF CASPER, WYOMING,
A Municipal Corporation

ATTEST:

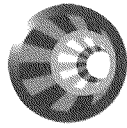
BY: _____

Fleur Tremel
City Clerk

BY: _____

Steven K. Freel
Mayor

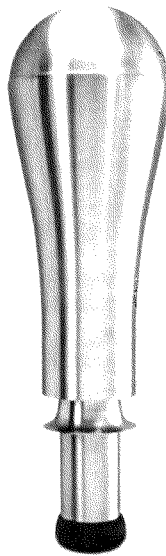
Exhibit "A"



PAX Water Technologies
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FIRM PROPOSAL

**PAX PWM250 MIXER
FOR CASPER WY
NORTH PARK AND MANOR TANK # 2**



PAX 250 SERIES MIXER

PAX Water Technologies, Inc. File No.: TBD

Prepared on: January 15, 2020

AUTHORIZED SALES REPRESENTATIVE:

Municipal Treatment Equipment (MTE)

Mike Glavan

17301 W. Colfax #105

Golden, CO 80401

T: (303) 619-7077

Email: mglavan@municipaltreatment.com



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Section 1:	Scope of Supply
Section 2:	Proposal Acceptance
Section 3:	Terms and Conditions

IMPORTANT NOTICE: All the information in this Proposal or supplied in connection with this Proposal (including drawings, designs and specifications) (collectively, the "Information") is confidential and has been prepared for Buyer's use solely in considering the purchase of the goods and services described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.



FIRM PROPOSAL COVER LETTER

January 15, 2020

Re: PAX PWM250 Mixer for Casper WY
PAX Water Technologies, Inc. File No.: TBD

To May it concern,

Thank you for your interest in PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Proposal for a PAX PWM250 mixer for the Casper WY North Park and Manor Tank #2 tanks. Our Proposal is based on the following design criteria:

North Park Tank

Gallons of Stored Water, in Millions	0.7
Tank Diameter, in feet	33
Tank Height, in feet	108

Manor Tank #2

Gallons of Stored Water, in Millions	0.6
Tank Diameter, in feet	46
Tank Height, in feet	48

The PAX PWM250 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX PWM250 mixer can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Installation of the PAX PWM250 mixer is very simple. The utility or contractor can perform the “wet-side” mixer installation while the tank is full by lowering the mixer into the tank access hatch using a built-in chain.

Equipment start-up may be provided by PAX or the local PAX representative. PAX will provide installation a start-up checklist form.

A detailed scope of work and budgetary/firm price for the complete system is listed in Section 1 of this Proposal. Section 3 includes our standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the Terms and Conditions in Section 3. Section 4 and 5 include our product specifications and brochures.

The PAX line of water mixers offers many advantages, including:

- Eliminates thermal stratification, short-circuiting and “dead zones”
- Eliminates chemical stratification and residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation
- Delivered and installed quickly, with minimal construction and installation cost
- Proven track record supported by years of successful operational experience



We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Mike Glavan at Municipal Treatment Equipment (MTE), or me at (970) 556-2001

Thank you.

Sincerely,
Jeff Rhodes
Regional Sales Manager

cc: David Haines, PAX Water Technologies, Inc.

SECTION 1

**SCOPE OF SUPPLY
PAX PWM250 MIXER**

- A. Scope of Work by PAX
- B. Scope of Work by Others
- C. Clarifications/Exceptions
- D. Terms of Payment/Price Validity
- E. Delivery
- F. Warranty

A. SCOPE OF WORK BY PAX

The following equipment and services comprise our scope of work:

<u>No</u>	<u>Item Description</u>	<u>Qty.</u>
1.	PWM250 Mixer Wet Assembly, including: <ul style="list-style-type: none"> ▪ Spiral-shaped nozzle designed to mix up to 2 million gallons of water ▪ Integrated power cable and lowering mechanism for simplicity ▪ The ability to function continuously regardless of tank cycles ▪ 230V three phase 2 horsepower water-cooled motor with power provided by the PAX Control Center 	2
2.	Control Center Dry Assembly with SCADA Compatibility, including: <p>NEMA 4 Enclosure:</p> <ul style="list-style-type: none"> ▪ Lockable and weather resistant ▪ Overall weight of control center 55 lbs. ▪ Operating temperature range 40 °F to 95 °F (4.4 °C to 35 °C) ▪ Green and Red LED Indicator lights to display motor status ▪ White LED Indicator light to display power ▪ Cooling fan <p>Motor Controller/VFD:</p> <ul style="list-style-type: none"> ▪ Allen Bradley ▪ 230VAC single phase, rated to 3.0 HP ▪ HOA Switch ▪ Manual speed control ▪ Thermal shut-off protection built-in ▪ Current overload protection built-in ▪ 300mA trip level GFCI ▪ Sine filter ▪ Branch-circuit protection <p>SCADA outputs included:</p> <ul style="list-style-type: none"> ▪ Digital Output signal indicating motor running ▪ Digital Output signal indicating fault ▪ Digital Input/Output signal for remote motor on/off ▪ RS-485 or Dry Contact connections ▪ 4-20mA signal 	2
3.	Cable 70 ft., including: <ul style="list-style-type: none"> ▪ Twisted 4 conductor 	2
4.	Sealing Gland Kit - Tank Penetration Accessories <ul style="list-style-type: none"> ▪ Sealing gland for 4 twisted cable 	2
5.	FOB Destination with Full Freight Allowed to Jobsite, Casper, Wyoming	Included
FIRM PRICE [ITEMS 1-5]		[US]\$55,400



B. SCOPE OF WORK BY OTHERS

1. Equipment unloading and installation.
2. All civil works and concrete pad for equipment.
3. Any underground or structural work.
4. Anchor bolts and seismic restraints.
5. Heat tracing and insulation of all interconnecting equipment.
6. Room ventilation, air conditioning or lighting.
7. Any video recording.
8. Electrical power to control panel.
9. Any electrical conduit runs.
10. Any tank recoating services, labor, or parts.
11. Any tank hatch penetrations.
12. All electrical conduit, wiring, electrical material, etc. between control panel, SCADA, etc.
13. All taxes, fees, lien waivers, bonds and licenses.
14. Any permitting or regulatory approvals.
15. Any items not explicitly listed under Scope of Work by PAX above.

C. CLARIFICATIONS

1. Installation inspection, start-up and operator training can be provided by a PAX representative for a mutually agreed fee if they are not included in PAX's Scope of Work above. Whether or not PAX is providing start-up services, PAX will provide a start-up checklist.
2. If transaction is tax-exempt, please submit Tax Exemption Certificate to PAX.
3. PAX requires a minimum of two (2) weeks notification prior to performing onsite installation inspection, system start-up and training. PAX will work with you to attempt to accommodate your scheduling needs. Contact the Service Department at (866) 729-6493 to schedule the onsite visit.
4. Once the on-site service has been scheduled, PAX requires a minimum of one (1) week notification in the event of a delay. Notice of delay received less than one (1) week prior to a scheduled site visit may result in a change fee.

D. ~~TERMS OF PAYMENT/PRICE VALIDITY~~

- ~~Payment terms are 100% net 30 days after shipment of equipment.~~
- ~~Price valid for 90 days. PAX may reprice this Proposal thereafter or if delivery occurs more than 365 days after PAX receives a mutually agreed order.~~

E. ~~DELIVERY~~

- ~~Equipment Shipment: 4 weeks after approval~~

F. ~~WARRANTY~~

- ~~PAX will warrant the equipment as set forth in its standard warranty included in the Terms and Conditions at Section 3 of this Proposal. The Warranty Period (as defined therein) for the PAX PWM250 mixer is 36 months on all supplied parts and 120 days on labor.~~



SECTION 2

PROPOSAL ACCEPTANCE

PAX Water Technologies, Inc. File No.: TBD

- 1) ~~This Proposal by PAX Water Technologies, Inc. ("Seller") is contingent upon the undersigned buyer ("Buyer") executing this Proposal, including without limitation agreeing to the terms and conditions contained in this Proposal.~~
- 2) Please return a signed copy of this Proposal to:
PAX Water Technologies, Inc.
860 Harbour Way South, Suite C
Richmond, CA, 94804
Attn: Orders
Phone: (510) 550-7100
E-mail: orders@paxwater.com

Thank you for your interest in PAX. We are committed to meeting your expectations.

Proposal Acceptance

An authorized signature indicates Buyer's acceptance of this Proposal, including without limitation the Terms and Conditions in Section 3 below.

Buyer's Name (printed)

Buyer's Authorized Signature

Date



SECTION 3

TERMS AND CONDITIONS

1. ~~Applicable Terms.~~ These terms govern Seller's sale, and Buyer's purchase, of the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict herewith), if any, together with the description of the Products in Seller's proposal or quotation and these terms and conditions comprise the complete and exclusive agreement between the parties (the "Agreement") related to the purchase and sale of the Products. All prior communications, documents, negotiations and representations, if any, are merged herein. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

2. ~~Pricing.~~ The prices shall be: (a) as stated in Seller's proposal or order acknowledgment, or (b) if none are stated, Seller's standard prices in effect at the time of release for shipment.

3. ~~Payment.~~ Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

4. ~~Taxes, Shipping, Packing.~~ Except to the extent expressly stated otherwise in these terms or in Seller's proposal or quotation, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of this Agreement, shall be for the Buyer's account.

5. ~~Delivery.~~ Products shall be delivered F.O.B. Seller's point of shipment or Ex Works Seller's point of shipment if being delivered outside the United States. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

6. ~~Inspection and Acceptance.~~ Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify



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~~Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason.~~

~~7. Returns and Cancellation. Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.~~

~~8. Force Majeure. Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, or any other cause beyond Seller's reasonable control.~~

~~9. Warranty. Seller warrants for the Warranty Period (as defined below) that each Product is free from defects in material and workmanship and conforms to Seller's specifications applicable to the Product. Seller's warranty is transferable during the Warranty Period to the initial end-user of the Product ("Owner"). Seller's warranty is conditioned on (i) Seller's verification of the alleged breach; (ii) the Product being stored, handled, installed, operated and maintained in accordance with Seller's instructions, (iii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives, (iv) Buyer or Owner providing prompt written notice of any warranty claims within the Warranty Period, and (v) at Seller's discretion, Buyer or Owner either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's or Owner's expense, or Buyer or Owner granting Seller access to the Products at all reasonable times and locations to assess the warranty claims. Seller's warranty does not apply to software and does not cover damage due to (x) lightning, flood or other acts of nature or *force majeure* events, or failure of or inappropriate application of peripheral devices, including lightning or surge protectors, (y) installation by a person or entity other than Seller or Seller's authorized installation contractor, or (z) ordinary wear and tear. Lightning protection is recommended particularly in areas historically prone to lightning, and it is Buyer's or Owner's responsibility to properly select and install lightning protection in accordance with all applicable laws, codes and regulations.~~

~~Buyer's or Owner's sole remedy for any breach of Seller's warranty is limited to Seller's choice of repair or replacement of the Product, or non-conforming parts thereof F.O.B. jobsite, or refund of the purchase price for the subject Product or part. Seller reserves the right to provide new or reconditioned replacement Products or parts. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. The warranty includes labor to remove and reinstall repaired or replacement Products or components for a period of 120 days after shipment of the Product; provided that (a) the defective Product was originally installed, and the repaired or replacement Products will be installed, in accordance with Seller's guidelines in effect at the time of installation; and (b) labor of divers and labor required to drain the storage tank or reservoir is excluded. After such period, Buyer or Owner shall be responsible for (i) any labor required to remove or gain access to the Product so that Seller can assess the available remedies; and (ii) all costs of installation of repaired or replaced Products or component parts. If Seller determines that any alleged damage is not covered by this warranty, Seller will charge, and Buyer will pay, Seller's normal rates for any inspection or repair performed by Seller, and for any materials provided or used in connection therewith.~~

Phone: (866) 729-6493

Email: sales@paxwater.com

Web: paxwater.com



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The "Warranty Period" applicable to each Product begins on the date of installation or three (3) months after shipment, whichever comes first, and continues for the period of time set forth below opposite the applicable Product.

Mixers	Warranty Duration
PWM250	36 months

~~THE WARRANTY SET FORTH IN THIS SECTION IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND SELLER'S WARRANTY IS SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING SERVICES RENDERED, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.~~

~~10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.~~

~~11. Remedies of Seller. Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 beyond the Warranty Period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.~~

~~12. Equal Employment Opportunity. Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws and regulations are incorporated herein by reference.~~

Phone: (866) 729-6493

Email: sales@paxwater.com

Web: paxwater.com



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~~13. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, export, transfer, assignment, disposal, and use of the Products provided under this Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.~~

~~14. Miscellaneous. No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of these terms is unenforceable, such term will be limited only to the extent necessary to make it enforceable, and all other terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above. Buyer covenants to return any such bond to Seller upon the earlier to occur of (x) the expiration of the Warranty Period, and (y) the expiration of the aforesaid two-year period. All Product performance obligations of Seller are contingent on the conditions of and within the tank in which the Products are installed being as specified by Seller and will be considered satisfied and discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.~~

RESOLUTION NO. 20-54

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

WHEREAS, the City needs two water storage tank mixers for use by the Public Services Department, Public Utilities Division, Water Distribution Section; and,

WHEREAS, Municipal Treatment Equipment, Inc. (the "Contractor") represents that it is ready, willing, and able to provide two water storage tank mixers as required by the Procurement Agreement; and,


WHEREAS, the City desires to retain the contractor to furnish two water storage tank mixers.

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 Municipal Treatment Equipment, Inc. to furnish two (2) PAX water storage tank mixers.

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 Fifty-Five Thousand Four Hundred Dollars (\$55,400).

PASSED, APPROVED, AND ADOPTED this 17th 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 24, 2020

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

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

SUBJECT: Authorizing a Contract for Professional Services with HDR Engineering, Inc., in the Amount of \$149,120, for Design of a Pedestrian Bridge, a Multi-Use Pathway and Dedicated Bike Lanes from the City-owned property along Robertson Road Trail to the River Trail near Paradise Valley Park, Project No. 19-074.

Meeting Type & Date

Regular Council Meeting
March 17, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize a contract for professional services with HDR Engineering, Inc. (HDR), in the Amount of \$149,120, for design services for a pedestrian bridge, a multi-use pathway and dedicated bike lanes from the City-owned property along Robertson Road Trail to the river trail near Paradise Valley Park, Project No. 19-074.

Summary

The City of Casper and the Platte River Trails Trust (PRTT) desire to install a pedestrian bridge, multi-use pathway, and dedicated bike lanes from the City-owned property along Robertson Road to the River Trail near Paradise Valley Park. The proposed project will provide a missing link in the City's trail system providing a safe and separate route for non-drivers that connects the Paradise Valley area to the Robertson Road area. The City of Casper plans to apply for funding for construction of a trail through the Wyoming Department of Transportation (WYDOT) Transportation Alternative Program (TAP) later this spring.

A request for proposals was sent to qualified consultants to furnish engineering design services for the project. The City received five (5) proposals from interested consultants. A selection committee consisting of City staff and members of the PRTT reviewed the proposals and interviewed three (3) of the consulting firms. The selection committee chose HDR based on their interview and team qualifications. HDR's fee for engineering design services is \$149,120.00

Engineering design services for the project include providing assistance in applying for FY2021 TAP funding, preparation of construction plans and specifications, and assisting the City in advertising for, opening, and evaluating construction bids. Design services will be completed by October 30, 2020.

Financial Considerations

Funding will be from the One Cent #15 Optional Sales Tax Fund and the One Cent #16 Optional Sales Tax Fund allocated to the PRTT.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 17th 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. HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming 82718 ("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 install a pedestrian bridge, multi-use pathway, and dedicated bike lanes from the City of Casper property along Robertson Road to the River Trail near Paradise Valley Park.

B. The project requires professional services for engineering design services.

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:

A. Design Phase.

1. The Consultant shall meet with City representatives and members of the Platte River Trails Trust to discuss proposed project configuration and layout.
2. The Consultant shall assist the City and the Platte River Trails Trust in applying for an FY2021 Transportation Alternatives Program funding

through the Wyoming Department of Transportation for the construction portion of this project.

3. The Consultant shall conduct an environmental field inspection and complete the environmental field report. Obtain support letters from necessary environmental agencies (SHPO, Fish, Wildlife and Parks, etc.). Submit the environmental documentation to the City to assist in obtaining the Categorical Exclusion or Finding of No Significant Impact.
4. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially topographic data, existing utility locations, right-of-way, surface elevations, and to delineate all necessary wetlands as needed to complete the environmental process and any mitigation that may be needed.
5. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections of the trail, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public. All storm water, surface or collected must be treated before it exits the project site.
 - a. The pedestrian bridge shall be a minimum of 10 feet wide with bump outs, and shall be designed to meet all weight bearing requirements. There shall be an approximately 75-foot connection from the existing Robertson Road Pathway to the abutment of the bridge on the west side. The Consultant shall notify the Army Corp of Engineers of the project and obtain any approval or permits necessary for construction. The Consultant shall also include any necessary signage, pavement markings, or transitions from the Robertson Road Pathway to the new pedestrian bridge.
 - b. The multi-use pathway shall be a 10-foot wide, concrete pathway that shall extend from abutment of the pedestrian bridge on the east side through the City of Casper owned property to the existing sidewalks along Indian Paintbrush Drive at the intersection of Yarrow Drive. The estimate length of the pathway shall be approximately 1,100 feet.
 - c. The Consultant shall design shared use lanes along Indian Paintbrush Drive from the termination of the multi-use pathway near Yarrow Drive to Riverbend Road. All necessary signage, pavement markings and transitions shall be included in the design of the shared

use lanes.

- d. Dedicated bike lanes shall be designed from the intersection of Indian Paintbrush Drive and Riverbend Road and shall connect to the River Trail near Paradise Valley Park. All necessary signage, pavement markings (including inlaid bike lane pavement markings), traffic controls, crosswalks, and sidewalk transitions shall be included in the design of the dedicated bike lanes in order to make a safe and functional connection to the River Trail.
6. The Consultant shall prepare final drawings or as-built drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2007 release or newer. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "as-builts" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper utilizing the United States National CAD Standards, as adopted by the City of Casper. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.
 7. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or a Hundred percent (100%). A cost estimate will also need to be completed to include in the application for the FY2021 Transportation Alternatives Program funding through the Wyoming Department of Transportation.
 8. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at 90%.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the project. This construction portion of the project will be partially funded by federal Transportation Alternative Program (TAP) funds which will require incorporating federal documents in the project Specifications and to obtain and file all TAP required documents throughout the project as necessary to comply with all federal audits.

2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary.
5. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office two (2) sets of Bidding Documents prior to public advertisement for bids. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the pathway and necessary details related to this project, and as follows:
 - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultants registration stamp, date and signature.
 - b. Typical Section of the pathway with dimensions and stationing.
 - c. Right-of-Way & Utility Plan indicating clearance of right-of-way

and utilities for the project.

- d. Wetland Plan delineating all wetlands that maybe affected and or mitigated, and any areas that must be avoided.
 - e. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
 - f. Drainage Details showing size and location of drainage features if necessary.
 - g. Facility/Pathway Amenities details showing location and orientation, necessary for construction including: concrete/asphalt pathway and decorative retaining walls.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in both AUTOCAD format and PDF labeled "FINAL DRAWINGS – CITY OF CASPER – PARADISE VALLEY TO ROBERTSON ROAD TRAIL PROJECT". The Consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format.

The Consultant shall perform the services in accordance with their fee proposal attached as Exhibit "A".

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of October, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Forty-Nine Thousand One Hundred Twenty Dollars (\$149,120.00).

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.

(This space intentionally left blank)

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
HDR Engineering, Inc.

By: Elizabeth Cadogan
Printed Name: Elizabeth Cadogan
Title: Office Manager

By: Jason L Kenstad
Printed Name: Jason L Kenstad
Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary 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.

Exhibit "A"



February 3, 2020

Mr. Terry Cottenoir
Engineering Technician
City of Casper
200 North David Street
Casper WY 82601

Re: Paradise Valley to Robertson Road Trail Project

Dear Mr. Cottenoir and Members of the Selection Committee,

The residents of Casper are fortunate to have a wonderful trail system in their community that is constructed to provide the opportunity for residents and tourists to have access to outdoor recreation, river use, and general mobility and exercise. It obvious that there is strong public support for the pathway system and the benefits the community can gain from having it in place. For this new and exciting Paradise Valley to Robertson Road Trail Project, the City of Casper has once again partnered with the Platte River Trails Trust to utilize available funding and a WYDOT TAP grant to expand the trail system with a new pedestrian bridge that connects existing trail systems across the river. There is also the addition of bike lanes on existing roadways and some new pathway across City of Casper property.

Please find enclosed in this envelope, a copy of our proposed fee based on our current understanding of the project. Our team uses two Casper consulting firms as teaming partners in CEPI and AET. CEPI will provide the field survey efforts on the project and AET will provide the geotechnical investigation and foundation recommendations for the structure. Also find enclosed, a document that clarifies some of the assumptions that were made in the environmental compliance portion of the work with a details breakdown of what the HDR team will provide during that portion of the work. There is also a description of the Hydrology efforts that we assume will be necessary, with the improvements being a floodway.

HDR is very excited about the opportunity to work with the City of Casper on this project, which really fits our team perfectly. While our fee is prepared based on the scope provided in the RFP, some assumptions were made based on our understanding of the project from our meetings with the City of Casper and Platte River Trails Trust and the RFP. **Our cost-not-to-exceed fee for this work is \$149,120.00.** If there are changes to the scope after a selection is made, HDR is willing to sit down with the City of Casper and work through the scope that best fits the needs of the City and the project.

Thank you for the opportunity to submit a proposal on this project. We look forward to working with you to make this project a success for the City of Casper.

Very Respectfully,
HDR Engineering


Mike Oakley, PE
Project Manager


Jason L Kjenstad, PE, VP
Vice President/Area Manager

HDR Engineering 2020 Hourly Billing Rates

Enclosed are the 2020 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

<u>Description</u>	<u>Billing Rate/Hour</u>
Managing Principal	225
Senior Project Manager	205
Project Manager III	195
Project Manager II	180
Project Manager I	165
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
Engineer I	115
<u>ASME Disciplines</u>	180
Engineering/Field Services Technician III	120
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	125
Construction Inspector	95
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	125
Strategic Communications/Graphic Designer I	95
Project Controller	95
Project Assistant	85
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

Direct Expenses

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

RESOLUTION NO.20-55

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

WHEREAS, the City of Casper desires to secure an engineering firm to provide design services for a pedestrian bridge, a multi-use pathway and dedicated bike lanes from City-owned property along Robertson Road Trail to the river trail near Paradise Valley Park, Project 19-074; and,


WHEREAS, HDR Engineering, Inc., is able and willing to provide these 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 HDR Engineering, Inc., for the engineering services more specifically delineated in the Contract for Professional Services, in the amount of One Hundred Forty-Nine Thousand One Hundred Twenty Dollars (\$149,120.00).

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 One Hundred Forty-Nine Thousand One Hundred Twenty Dollars (\$149,120.00).

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.

APPROVED AS TO FORM:
(Paradise Valley to Robertson Road Trail, Project No. 19-074)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 21, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with 71 Construction, Inc., in the Amount of \$821,854, for the "K" Street Improvements Phase IIA, Project No. 15-51.

Meeting Type & Date:
Council Meeting
March 17, 2020

Action Type:
Resolution

Recommendation:
Authorizing an Agreement with 71 Construction, Inc., for the "K" Street Improvements Phase IIA, Project No. 15-51, in the amount of \$821,854. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$48,146, for a total project amount of \$870,000.

Summary
On February 21, 2020, bids were received from six (6) contractors for construction of the "K" Street Improvements Phase IIA, Project No. 15-51. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
71 Construction, Inc.	Casper, Wyoming	\$821,854.00
Treto Construction	Casper, Wyoming	\$823,335.00
ISCO	Casper, Wyoming	\$898,202.50
Knife River Construction	Casper, Wyoming	\$899,855.00
Powder River Construction	Gillette, Wyoming	\$913,364.45
Wayne Coleman Construction	Casper, Wyoming	\$920,307.00

The Engineer's Estimate from WWC Engineering was \$950,201.00.

The construction of the work for this project will be on "K" Street from North Grant Street to St. Mary Street. Project improvements include street realignment to create better pedestrian connectivity; a mill and overlay asphalt surface; replacement of cast iron water mains; installation of storm sewer catch basins; ADA accessible ramps at intersections along the corridor; and miscellaneous repairs to curb, gutter and sidewalk.

WWC is currently under contract for design, bidding and construction administration for the “K” Street Improvements Phase IIA, Project No. 15-51. City staff and WWC have reviewed the bid from 71 Construction, Inc. and recommend awarding the work in the amount of \$821,854.

Financial Considerations:

Funding for the project will be from One Percent #16 fund allocated for miscellaneous street improvements.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, Inc., P.O. Box 4600, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace water line, storm sewer, sanitary sewer manholes; road surfacing, curb and gutter, sidewalk, and other miscellaneous work along K Street.

WHEREAS, the Contractor is able and willing to provide those services specified as the K Street Improvements Phase IIA, Project No. 15-51.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the K Street Improvements Phase IIA, Project No. 15-51, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by WWC Engineering, 5880 Enterprise Drive, Suite 600, Casper, WY, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 18, 2020, and ready for final payment in accordance with Article 14 of the General Conditions by September 25, 2020. Substantial Completion will be accepted once all water lines and valves are installed and in working order, storm sewer installed, sanitary sewer manholes replaced; surfacing is replaced and the project is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan to maintain resident/business access during construction. No open excavations shall remain overnight or unattended by the Contractor.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any

such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eight Hundred Twenty-One Thousand Eight Hundred Fifty-Four and 00/100 Dollars (\$821,854.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid (Bid Items 1 through 34 contained in the Bid Form, and Itemized Base Bid Schedule and Itemized Bid Schedule number, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-4 of the 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.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the

work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form.
- 8.4 Addenda Number. Addendum No. 1 and Addendum No. 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.9 General Requirements, consisting of ten (10) sections.
- 8.10 Special Provisions consisting of fourteen (14) Sections and thirty-three (33) Drawing "Sheets".
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:
K STREET IMPROVEMENTS PHASE IIA, PROJECT NO. 15-51
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 17th day of March, 2020.

*** The rest of this page is left blank intentionally***

APPROVED AS TO FORM:(K STREET IMPROVEMENTS PHASE IIA, PROJECT NO. 15-51)

Walter Trout

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur Tremel
Title: City Clerk

Steven K. Freel
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 COMBINED BID, IN NUMERALS: \$ 821,854.00

TOTAL COMBINED BID, IN WORDS: EIGHT HUNDRED TWENTY-
- ONE THOUSAND, EIGHT HUNDRED FIFTY-FOUR ⁰⁰/₁₀₀ DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 71 CONSTRUCTION
P.O. BOX 4600
CASPER, WY 82604

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

Submitted on FEB 21, 2020.

BF-2

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: Steve Coffey (seal)
PREZ
(Title)

(Seal)
Attest: Daniel D W

Business Address: 71 CONSTRUCTION
P.O. BOX 4000
CASPER, WY 82604

Phone Number: (307) 235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

ITEMIZED BID SCHEDULE BASE
K STREET IMPROVEMENTS PHASE IIA
PROJECT NO. 15-51
January 2nd, 2020

Bid Schedule: K STREET IMPROVEMENTS PHASE IIA

FT = LINEAL FOOT		SY = SQUARE YARD		CY = CUBIC YARD		EA = EACH		LS = LUMP SUM		CF = CUBIC FOOT		SF = SQUARE FOOT	
ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS					UNIT PRICE	TOTAL PRICE				
1	1	LS	Mobilization and Bonds for <u>THIRTY-ONE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.					\$ 31,000.00	\$ 31,000.00				
2	1	LS	Traffic Control for <u>TWENTY-ONE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.					21,000.00	21,000.00				
3	1	LS	Force Account for <u>TEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.					\$10,000.00	\$10,000.00				
4	1	LS	Removal of Obstructions for <u>EIGHTEEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.					18,000.00	18,000.00				
5	2000	FT	Removal of Curb & Gutter for <u>FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.					5.00	10,000.00				
6	675	SY	Removal of Concrete Flatwork for <u>FOURTEEN</u> Dollar(s) and <u>FIFTY</u> Cent(s) per square yard.					14.50	9,787.50				
7	1050	CY	Unclassified Excavation for <u>TWENTY-THREE</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.					23.00	24,150.00				
8	3725	SY	F&I 5" Hot Plant Mix and 6" Grading "W" Base Course for <u>FORTY-FIVE</u> Dollar(s) and <u>FIFTY</u> Cent(s) per square yard.					45.50	169,487.50				

Bid Schedule (CONT): K STREET IMPROVEMENTS PHASE IIA					
ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	130	SY	F&I Hot Plant Mix Transitioning to Existing for <u>TWENTY-NINE</u> Dollar(s) and <u>THIRTY</u> Cent(s) per square yard.	\$ 29.30	\$ 3,809.00
10	1925	FT	F&I Curb and Gutter Type B & Base Course for <u>THIRTY-FOUR</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	34.00	65,450.00
11	760	SY	F&I Concrete Sidewalk & Base Course for <u>SIXTY-TWO</u> Dollar(s) and <u>SEVENTY</u> Cent(s) per square yard.	62.70	47,652.00
12	30	SY	F&I Slope Paving & Walkway Connection for <u>FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	50.00	1,500.00
13	315	SY	F&I Concrete Approach for <u>EIGHTY-FOUR</u> Dollar(s) and <u>SEVENTY</u> Cent(s) per square yard.	84.70	26,680.50
14	25	SY	F&I Concrete Valley Pan for <u>SEVENTY-FOUR</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	74.00	1,850.00
15	24	EA	F&I (ADA Ramp) Curb Ramp Type III for <u>NINE HUNDRED TWENTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	920.00	22,080.00
16	17	EA	F&I Sign Post and Panels for <u>FOUR HUNDRED FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	450.00	7,650.00
17	8	EA	R&R Sign Post for <u>ONE HUNDRED EIGHTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	180.00	1,440.00

Bid Schedule (CONT): K STREET IMPROVEMENTS PHASE IIA					
ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
18	8	EA	F&I Storm Sewer Inlet for <u>THREE THOUSAND THREE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	\$ 3,300.00	\$ 26,400.00
19	2	EA	R&R Storm Sewer Manhole for <u>TWENTY-TWO THOUSAND, SIX HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	22,600.00	45,200.00
20	170	FT	F&I 18" PVC Pipe for <u>SEVENTY-THREE</u> Dollar(s) and <u>ZERO</u> Cent(s) per foot.	73.00	12,410.00
21	2	EA	R&R Sanitary Sewer Manhole for <u>FIFTEEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	15,000.00	30,000.00
22	245	FT	F&I 8" SDR-35 PVC Pipe for <u>FIFTY-FIVE</u> Dollar(s) and <u>FIFTY</u> Cent(s) per foot.	55.50	13,597.50
23	16	EA	F&I 8" Gate Valve for <u>TWO THOUSAND TWO HUNDRED SEVENTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,275.00	36,400.00
24	3	EA	F&I 8"x8" Cross for <u>ONE THOUSAND FOUR HUNDRED FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1,450.00	4,350.00
25	2	EA	F&I 8" x8" x8" Tee for <u>NINE HUNDRED NINETY</u> Dollar(s) and <u>ZERO</u> Cent(s) each.	990.00	1,980.00
26	1600	FT	F&I 8" D.I. Water Main for <u>FIFTY-THREE</u> Dollar(s) and <u>FORTY</u> Cent(s) per foot.	53.40	80,100.00

Bid Schedule (CONT): K STREET IMPROVEMENTS PHASE IIA					
ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
27	3	EA	F&I Fire Hydrant Assembly for <u>NINE THOUSAND THREE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	\$ 9,300.00	\$ 27,900.00
28	1	EA	Remove Existing Fire Hydrant for <u>SEVEN HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	700.00	700.00
29	3	EA	F&I Magnesium Anode Bed for <u>FOUR THOUSAND ONE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	4,100.00	12,300.00
30	11	EA	R&R Water Service for <u>ONE THOUSAND FIVE HUNDRED EIGHTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1,580.00	17,380.00
31	20	CY	F&I Flowable Backfill for <u>ONE HUNDRED THIRTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	135.00	2,700.00
32	13	EA	Connect to Existing Water Main for <u>TWO THOUSAND FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,500.00	32,500.00
33	4	EA	Utility Adjustment for <u>SEVEN HUNDRED SEVENTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	775.00	3,100.00
34	1	LS	Erosion and Sedimentation Control for <u>THREE THOUSAND, THREE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	3,300.00	3,300.00
TOTAL BASE BID (Addition of Totals from Items 1-34)				\$ 821,854.00	



5880 ENTERPRISE DRIVE, SUITE 600, CASPER, WY 82609 | 307.473.2707



February 21st, 2020

Mr. Alex Sveda
Associate Engineer
City of Casper
200 N. David St.
Casper, WY 82604

**Re: K Street Improvements Phase IIA
Project 15-51
Bid Review**

Dear Alex:

On February 21st, 2020 bids were received for the K Street Phase IIA Improvement project from; 71 Construction, Treto Construction LLC, Installation & Service Co. Inc, Knife River, Powder River Construction Inc., and Wayne Coleman Construction Inc.

WWC Engineering has reviewed the six bids and determined that they all meet the technical requirements established in the project bidding documents. After tabulation and review, WWC found errors in two of the bidder's calculations. The error found in Installation & Service Co. Inc's bid was bid item 7 that had a \$3.50 discrepancy. In review of Powder River Construction Inc.'s bid, WWC found that bid item 8 and bid item 21 were calculated incorrectly for a total discrepancy of \$6,907.45. These bid items and totals have been corrected based on the bidder's unit price in the attached tabulation.

WWC recommends that the project be awarded to 71 Construction in accordance with Section 19.6 of the Instruction to Bidders that states: "If the Agreement is to be awarded, it will be to the lowest Bidder who is determined qualified and responsible in the sole discretion and best interest of the City."

Please contact our office with any questions or concerns.

Sincerely,

Kevin Bogert, E.I.T.
Associate Engineer

kb/kb

K:\Casper\City of Casper\2019306 K Street Phase II CA\01Admin\Bid Tabs\Recommendation Letter.docx

RESOLUTION NO. 20-56

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

WHEREAS, the City of Casper desires to construct Phase IIA infrastructure and street improvements on "K" Street from North Grant Street to St. Mary Street; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the "K" Street Improvements Phase IIA, Project No. 15-51; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with 71 Construction, Inc., for those services, in the amount of Eight Hundred Twenty-One Thousand Eight Hundred Fifty-Four and 00/100 Dollars (\$821,854.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eight Hundred Twenty-One Thousand Eight Hundred Fifty-Four and 00/100 Dollars (\$821,854.00), and Forty-Eight Thousand One Hundred Forty-Six and 00/100 Dollars (\$48,146.00) for a construction contingency account, for a total project amount of Eight Hundred Seventy Thousand and 00/100 Dollars (\$870,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars, and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.

APPROVED AS TO FORM:
("K" Street Improvements Phase IIA, Project No. 15-51)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

February 28, 2020

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

FROM: Andrew B. Beamer, P.E., Public Services Director *AB*
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with High Plains Construction, Inc., in the Amount of \$2,092,593, for the CY Booster Station Replacement, Project No. 16-024.

Meeting Type & Date:
Regular Council Meeting
March 17, 2020

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with High Plains Construction, Inc., for construction of the CY Booster Station Replacement, Project No. 16-024, in the amount of \$2,092,593. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$100,000, for a total project amount of \$2,192,593.

Summary:
On February 28, 2020, the City of Casper received four (4) bids for the CY Booster Station Replacement, Project No. 16-024. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
High Plains Construction, Inc.	Mills, Wyoming	\$2,092,593.00
Andreen Hunt Construction, Inc.	Mills, Wyoming	\$2,312,900.00
71 Construction, Inc.	Casper, Wyoming	\$2,462,371.00
Knife River	Casper, Wyoming	\$2,511,090.00

The CY Booster Station was built in 1953 and provides water to Valley Hills and Sunrise I water storage tanks, serving approximately 8,000 residents in Zone II. The facility was expanded in 1981 which included new valve assemblies, fittings and piping. The existing pumps have been rebuilt several times and have been operating for over forty (40) years. Due to the age of the facility and equipment, a new booster station is recommended with new pumps sized for future growth in Zone II.

High Plains Construction, Inc.
CY Booster Station Replacement
Project No. 16-024

The project includes a new booster station located on the same site as the existing facility near the existing one-million gallon water storage tank and approximately 600-feet of new transmission main, demolition of the old booster station, and Supervisory Controls and Data Acquisition (SCADA) improvements for the booster station and existing water storage tank. The existing facility will remain in operation until construction of the new facility is completed and put into operation.

The Engineer's estimate prepared by Civil Engineering Professionals, Inc. (CEPI) was \$1,859,425. CEPI is currently under contract to provide design and construction administration services for the project. CEPI, City Staff and the Wyoming Water Development Commission (WWDC) have reviewed the bids and recommend award to High Plains Construction, Inc. for the base bid amount of \$2,092,593.

The project has bid twice, with the first bid resulting in one bid in the amount of \$2,641,719.36, \$782,294.36 higher than the Engineer's estimate. The difference in the Engineer's estimate and the low bid from High Plains Construction, Inc., in the second bid letting is \$233,168.00. This difference appears to have been mostly due to higher than expected building costs, mechanical equipment costs, electrical/SCADA (Systems Control and Data Acquisition), and Surge Control system costs. It appears that the costs for these materials have risen since the Engineer's estimate was produced.

Financial Considerations:

Funding for construction of this project will be \$686,080 from a WWDC grant with the remaining coming from City of Casper Water Fund Reserves.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution
Agreement
Engineer's Recommendation of Award
WWDC Concurrence to Award

High Plains Construction, Inc.
CY Booster Station Replacement
Project No. 16-024

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 High Plains Construction, Inc., P.O. Box 370, Mills, Wyoming 82644, hereinafter referred to as the "Contractor".

WHEREAS, the City of Casper desires to make water system improvements to CY Booster Station Replacement Project; and,

WHEREAS, High Plains Construction, Inc. is able and willing to provide those services specified as the CY Booster Station Replacement Project, Project No.16-024.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for CY Booster Station Replacement Project, Project No. 16-024, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by May 1, 2021 and ready for final payment in accordance with Article 14 of the General Conditions by May 15, 2021. Substantial Completion will be accepted once all required materials and equipment have been installed, tested and approved by Engineer, and placed in service. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in the Contract Documents, until work is substantially complete.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a

)
penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Million Ninety-Two Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$2,092,593.00), 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 and BS-2 of the Bid Schedule) and by this reference made as part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, Owner shall withhold five percent (5%) of the work completed as

retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with 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.

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, which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form - (pages BF-1 through BF-4 and BS-1 through BS-2 of the Bid Schedule.)
- 8.4 Addenda Number: Addendum No. 1 and Addendum No. 2.
- 8.5 Performance and 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 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Contract Drawings consisting of sixty five (65) Drawings, with each sheet bearing the following general title:

CY Booster Station Replacement Project

- 8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.14 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 17th day of March, 2020.

APPROVED AS TO FORM:

(CY Booster Station Replacement Project, Project No. 16-024)

Walter [Signature]

ATTEST:

CONTRACTOR:

By: [Signature]
Title: Admin Asst. (City of Casper)

By: [Signature]
Title: President

ATTEST:

OWNER:
City of Casper, WYOMING
A Municipal Corporation

By: _____
Fleur Tremel
City Clerk

By: _____
Steven K. Freel
Mayor

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

PROJECT IDENTIFICATION: City of Casper
 CY Booster Station Replacement Project
 Project No. 16-024

THIS BID SUBMITTED TO: City of Casper
 200 N. David Street, Casper, WY 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by May 1, 2021 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by May 15, 2021, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) calendar days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) calendar days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>Feb 20 - 2021</u>
Addendum No. <u> 2 </u>	Dated <u>Feb 27 - 2020</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder

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

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

TOTAL COMBINED BID, IN NUMERALS: \$ 2,072,573.00

TOTAL COMBINED BID, IN WORDS: two million, ninety two thousand, five hundred, ninety three DOLLARS.

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

9. Communications concerning this Bid shall be addressed to:

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

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

Submitted on Feb 27, 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: High Plains Construction Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Richard L. Moore (seal)
Richard L. Moore
(Title) President

(Seal)

Attest: Renee Barnes
Renee Barnes

Business Address: High Plains Construction Inc.
P.O. Box 70
Mills, Wyoming 82644

Phone Number: 307-265-2244

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE - ADDENDUM 2
CY Booster Station Replacement Project

Bid Date:

February 27, 2020

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

LS = Lump Sum
 SY = Square Yard

EA = Each
 SF = Square Foot

LF = Linear Feet
 CY = Cubic Yard

AC = Acre
 Ton = Ton

Schedule A - Booster Station

Item	Description	Unit	Quantity	Unit Cost	Total
A.1	Mobilization	LS	1		200,000.00
A.2	Bonds	LS	1		7,000.00
A.3	Demolition	LS	1		46,000.00
A.4	Earthwork and Site Preparation	LS	1		20,000.00
A.5	Booster Station Building	LS	1		559,000.00
A.6	Drilled Concrete Piers	LF	150	214.00	32,100.00
A.7	Mechanical Equipment	LS	1		249,915.00
A.8	Electrical and SCADA	LS	1		353,000.00
A.9	Surge Control System	LS	1		90,000.00
A.10	12-inch PVC Waterline - DR 18	LF	30	118.00	3,540.00
A.11	12-inch DI Fitting	EA	5	1,050.00	5,250.00
A.12	12-inch Gate Valve	EA	3	2,840.00	8,520.00
A.13	16-inch PVC Waterline - DR 18	LF	284	125.00	35,500.00
A.14	16-inch DI Fitting	EA	12	1,740.00	20,880.00
A.15	16-inch DI Vertical Bend	EA	4	2,280.00	9,120.00
A.16	16-inch Gate Valve	EA	8	7,514.00	60,112.00
A.17	Altitude Valve Vault	LS	1		99,318.00
A.18	Connect to Existing Main	EA	5	3,000.00	15,000.00
A.19	4-inch PVC Drain Pipe	LS	1		9,092.00
A.20	Foundation Material	CY	20	76.00	1,520.00
A.21	Select Backfill	CY	100	28.00	2,800.00
A.22	6" Grading 'W' Base course	SY	1,400	14.00	19,600.00
A.23	Chain Link Fencing	LF	590	39.00	23,010.00
A.24	Seeding and Reclamation	LS	1		2,500.00
SUBTOTAL - BID SCHEDULE A					\$1,872,777.00

Schedule B - Transmisson Main					
Item	Description	Unit	Quantity	Unit Cost	Total
B.1	Mobilization	LS	1		14,000.00
B.2	Bonds	LS	1		1,000.00
B.3	16-inch DR 18 C900 PVC Water Transmission Pipeline	LF	450	125.00	56,250.00
B.4	16-inch DI Fitting	EA	5	1,500.00	7,500.00
B.5	16-inch DI Vertical Bend	EA	2	1,900.00	3,800.00
B.6	16-inch Concrete Thrust Collar	EA	2	1,515.00	3,030.00
B.7	Connect to Existing Main	EA	1	2,870.00	2,870.00
B.8	Waterline ID Carsonite posts	EA	3	205.00	615.00
B.9	Foundation Material	CY	15	76.00	1,140.00
B.10	Select Backfill	CY	500	28.00	14,000.00
B.11	Seeding and Reclamation	LS	1		3,000.00
SUBTOTAL - BID SCHEDULE B					\$107,205.00

Schedule C - Retaining Wall*					
Item	Description	Unit	Quantity	Unit Cost	Total
C.1	Mobilization	LS	1		12,000.00
C.2	Bonds	LS	1		611.00
C.3	Retaining Wall	LS	1		100,000.00
SUBTOTAL - BID SCHEDULE C					\$112,611.00

* Non WWDC Eligible Items

Subtotal Bid Schedule A	\$1,872,777.00
Subtotal Bid Schedule B	\$107,205.00
Subtotal Bid Schedule C	\$112,611.00
TOTAL BASE BID	\$2,092,593.00



Friday, February 28, 2020

Mr. Alex Sveda, PE
City of Casper, Associate City Engineer
200 North David Street
Casper, Wyoming 82601

Re: Recommendation of Award – CY Booster Station Replacement Project

Mr. Sveda,

Bids were received for the CY Booster Station Replacement Project on February 27, 2020, 2019 at 2:00 PM. A total of four bids were received ranging in price from \$2,092,593.00 to \$2,511,090.00. The bids are summarized in the enclosed bid tabulation. The low bidder was High Plains Construction, Inc. with a Total Base Bid of \$2,092,593.00. There were no alternates for the bid of this project. The engineer's estimate was in the amount of \$1,859,175.00.

We have reviewed the bid provided by High Plains Construction, Inc.; the bid was accurate and complete. There were no discrepancies in their bid and the documents were completed properly. CEPI recommends award of the contract for the CY Booster Station Replacement Project to High Plains Construction, Inc. in the amount of \$2,092,593.00

Please feel free to contact me if you have any questions or concerns.

Sincerely,
Civil Engineering Professionals, Inc.

A handwritten signature in black ink that reads 'Nicholas Larsen'.

Nicholas Larsen, PE
Project Manager

Enc.



WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road
Cheyenne, WY 82002

Phone: (307) 777-7626
wwdc.state.wy.us

Mark Gordon
Governor

Commissioners

Gerald E. Geis	Sheridan Little
Clinton W. Glick	Mike Purcell
Ronald E. Kailey, Jr.	Larry Suchor
Mark Kor	Rodney Wagner
Kellen K. Lancaster	Bill Yankee

Brandon L. Gebhart, P.E.
Director

February 28, 2020

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

RE: Casper CY Booster Station Replacement Project

Dear Mr. Sveda:

The Wyoming Water Development Office (WWDO) is in receipt of a letter of recommendation from the City's Engineer, Civil Engineering Professionals, Inc. (CEPI), received on February 28, 2020 via email and dated February 28, 2020, regarding their recommendation to award the contract for the Casper CY Booster Station Replacement Project work to the lowest responsive bidder, High Plains Construction, Inc. Casper, Wyoming. We concur with Mr. Larsen's recommendation that the lowest responsive bidder, High Plains Construction be awarded the contract for the work spelled out in the Contract. The total amount of the contracted work to High Plains Construction would be in the amount of \$2,092,593.00 of which \$1,872,777.00 is eligible for Wyoming Water Development Commission (WWDC) grant funds.

At this time there are insufficient funds for the WWDC Grant to cover 67% of the construction costs and allow for 10% contingency. Please be advised that the City of Casper's WWDC Account II Contingency Fund request cannot be considered until the next Joint Wyoming Water Development Commission/Select Water Committee meeting currently scheduled for May 15, 2020. Therefore, the remaining eligible costs will be covered at 35.8%. If additional WWDC Grant funds become available, the percentage for eligible costs will be adjusted for future payments, up to the maximum 67%. Please be advised, if the City of Casper is successful in securing additional WWDC contingency funding, the WWDO cannot make payment adjustments to any previously paid invoices. Additionally, the WWDO does not concur with the City's request to make the transmission pipeline WWDC project eligible. The 2017 Wyoming Session Laws project description does not include a transmission pipeline.

Upon execution of the contract documents, forward a copy of same to my attention. Our office should also be involved with scheduling the date and time of the pre-construction conference.

Should you have any questions, please call me at (307) 777-7626 or email me at bill.brewer@wvo.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'WEB', with a long horizontal flourish extending to the right.

William E. Brewer, P.E., P.G.
WWDO Project Manager

cc: Brandon Gebhart (Agency Director)
Bryan Clerkin (Agency Deputy Director of Construction)
Files

RESOLUTION NO. 20-57

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

WHEREAS, the City of Casper desires to replace the CY Booster Station and approximately 600 feet of transmission piping for the Casper Zone II water elevation; and,

WHEREAS, High Plains Construction, Inc., is able and willing to provide those services specified as the CY Booster Station Replacement, Project No. 16-024; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with High Plains Construction, Inc., for those services, in the amount of Two Million Ninety-Two Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$2,092,593.00).

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 an amount not to exceed Two Million Ninety-Two Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$2,092,593.00), and One Hundred Thousand and 00/100 Dollars (\$100,000.00) for a construction contingency account, for a total price of Two Million One Hundred Ninety-Two Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$2,192,593.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.

APPROVED AS TO FORM:
(High Plains Construction, Inc. - CY Booster Station Replacement, Project No. 16-024)

Walker Trust

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

March 9, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the Amount of \$114,377.50, for the Mike Lansing Field Parking Lot Storm Sewer Improvements, Project No. 18-077.

Meeting Type & Date

Regular Council Meeting
March 17, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Treto Construction, LLC, for construction of the Mike Lansing Field Parking Lot Storm Sewer Improvements, Project No. 18-077, for the base bid amount of \$114,377.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,622.50, for a total project amount of \$120,000.00.

Summary

On March 5, 2020, bids were received from three (3) contractors for construction of the Mike Lansing Field Parking Lot Storm Sewer Improvements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Treto Construction	Casper, Wyoming	\$114,377.50
Knife River	Casper, Wyoming	\$116,506.00
Granite Peak Construction	Casper, Wyoming	\$135,950.00

The Engineering Office estimate for the project was \$125,000.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements. The storm sewer main conveying storm drainage flows from the North Poplar Street drainage basin runs through the Mike Lansing Field Parking Lot and has fallen into disrepair, resulting in ongoing sinkholes and asphalt patching necessary in the parking lot. Upon field investigation and surveying of the pipe system, it was discovered that the last ninety (90) feet of the pipe is not sloped in the proper direction. Manhole inspections also revealed that the

pipe is roughly one-third full of sediment, which severely restricts flow capacity.

Plans for the project include resetting 90 feet of 60” diameter storm pipe, cleaning approximately 1,140 feet of storm pipe to remove sediment, re-shaping the discharge channel to achieve proper flow capacity beyond the pipe system, addition of 160 feet of 18” diameter storm pipe to reduce flooding and ponding near the playground, and replacement of asphalt and concrete surfacing. 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
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Treto Construction, LLC, PO Box 50610, Casper, Wyoming, 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to perform improvements to the storm sewer system in the Mike Lansing Field Parking Lot; and,

WHEREAS, Treto, Construction, LLC, is able and willing to provide those services specified as the City of Casper, Mike Lansing Field Parking Lot Storm Sewer Improvements, Project No. 18-077.

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, Mike Lansing Field Parking Lot Storm Sewer Improvements, Project No. 18-077.

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

Treto Construction, LLC
Mike Lansing Field Parking Lot Storm Sewer Improvements, Proj. No. 18-077

SFA-1

neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Fourteen Thousand Three Hundred Seventy-Seven and 50/100 Dollars (\$114,377.50), 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.
- 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.
- 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: Mike Lansing Field Parking Lot Storm Sewer Improvements – Sheets 1 – 5

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:

(Mike Lansing Field Parking Lot Storm Sewer Improvements, Project 18-077)

Walker Tremel

DATED this 17th day of March, 2020.

ATTEST:

CONTRACTOR:

Treto Construction, LLC

PO Box 50610

Casper, WY 82609

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

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 114,377.50
TOTAL BASE BID, IN WORDS: One hundred fourteen thousand
three hundred seventy seven and fifty 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: Treto Construction, LLC
P.O. Box 50610
Casper, WY 82609

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

Submitted on March 5, 2020.

Bidder is bidding as a Residence (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: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: German G. Treto *German G. Treto* (seal)
Managing Member

(Title)

(Seal)

Attest: *Cestina Treto*

Business Address: Treto Construction, LLC
P.O. Box 50610
Casper, WY 82609

Phone Number: 307-237-8836

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

MIKE LANSING FIELD PARKING LOT STORM SEWER IMPROVEMENTS

Project No. 18-077

Bid Date/Time: March 5, 2020 @ 2:00pm

COMPANY NAME: Treto Construction, LLC

ADDRESS: P.O. Box 50610 Casper, WY 82609

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
SY = Square Yard

R&R = Remove and Replace
FA = Force Account

LF = Linear Feet
CY = Cubic Yard

F&I = Furnish and Install
EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$10,000.00	\$10,000.00
2	F&I Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00
3	Storm Sewer Channel Cleaning & Re-Grading	LF	210	\$100.00	\$21,000.00
4	Remove Sediment & Clean Large Storm Sewer Pipe (54" to 60")	LF	850	\$30.00	\$25,500.00
5	Remove Sediment & Clean Storm Sewer Pipe	LF	190	\$30.00	\$5,700.00
6	Remove & Reset 60" RCP Storm Sewer Pipe	LF	90	\$100.00	\$9,000.00
7	Furnish & Install 18" PVC Storm Sewer Pipe	LF	160	\$40.00	\$6,400.00
8	Furnish & Install Storm Sewer Catch Basin (Standard Depth)	EA	2	\$3,500.00	\$7,000.00
9	Remove & Replace 30" Wide Curb & Gutter	LF	140	\$25.00	\$3,500.00
10	Remove & Replace 7' Wide Sidewalk	LF	105	\$45.50	\$4,777.50
11	Remove & Reset Pedestrian/Sidewalk Railing	LS	1	\$1,000.00	\$1,000.00
12	Remove & Replace Concrete Flatwork for Storm Splash-Pan	LS	1	\$2,000.00	\$2,000.00
13	Remove & Replace Asphalt Trench Patch Section (5'/9")	SF	1,500	\$6.00	\$9,000.00
14	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	2	\$1,000.00	\$2,000.00
15	Furnish & Install Cement-Mortar Joint Seal on 60" RCP Pipe	EA	50	\$50.00	\$2,500.00
TOTAL BASE BID					\$114,377.50

RESOLUTION NO. 20-58

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

WHEREAS, the City of Casper desires to make storm sewer improvements in and around the Mike Lansing Field Parking Lot; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the Mike Lansing Field Parking Lot Storm Sewer Improvements, Project 18-077; 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 Treto Construction, LLC, for those services, in the amount of One Hundred Fourteen Thousand Three Hundred Seventy-Seven and 50/100 Dollars (\$114,377.50).

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 One Hundred Fourteen Thousand Three Hundred Seventy-Seven and 50/100 Dollars (\$114,377.50), and Five Thousand Six Hundred Twenty-Two and 50/100 Dollars (\$5,622.50) for a construction contingency account, for a total price of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00).

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 17th day of March, 2020.

APPROVED AS TO FORM:

(Mike Lansing Field Parking Lot Storm Sewer Improvements, Project No. 18-077)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

March 2, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Keith McPheeters, Chief of Police 
Scott Hoffman, Police Technology Manager

SUBJECT: That Council, by Resolution, Authorize the Purchase of Fifteen (15) Portable and Eleven (11) Mobile Police Radios, in the Total Amount of One Hundred Forty-Four Thousand One Hundred Ninety-Eight Dollars and Five Cents (\$144,198.05), from Motorola Solutions, Inc.

Meeting Type & Date
Regular Council Meeting
March 17, 2020

Action type
Resolution

Recommendation
That Council, by resolution, authorize the purchase of fifteen (15) portable and eleven (11) mobile police radios, in the total amount due of one hundred forty-four thousand, one hundred ninety-eight dollars and five cents (\$144,198.05), from Motorola Solutions, Inc.

Summary
As the Casper Police Department continues to add additional officers to the Department, portable and mobile radios, and spare units are needed for future growth and use as backup equipment. This purchase is being made according to the terms and conditions of the Naspo Lead State Master Agreement, contract number 06913, and was budgeted for in the approved FY20 police fleet budget.

Financial Considerations
Cost for the equipment purchase will come from the Fleet Light Equipment line item.

Oversight/Project Responsibility
Taylor Gilbert, Police Fleet Coordinator
Scott Hoffman, Police Technology Manager

Attachments
Professional Services Agreement
Resolution

**AGREEMENT TO USE NASPO VALUEPOINT PUBLIC SAFETY COMMUNICATION
EQUIPMENT CONTRACT 06913**

This Agreement (the “Agreement”) is made and entered into as of March 17, 2020, (the “Effective date”) by the City of Casper, a Wyoming municipal corporation (the “City”) and Motorola Solutions, Inc., a Delaware Corporation (the “Vendor” or “Consultant”).

RECITALS

WHEREAS, the City desires to obtain radio communications equipment for police vehicles from Vendor under the terms and conditions set forth in that certain NASPO ValuePoint Participating Addendum contract number 183165 effective on July 27, 2018, between the State of Wyoming and Motorola Solutions, Inc., which also incorporates the terms and conditions of the NASPO Lead State Master Agreement contract number 06913 effective on October 30, 2015, between the State of Washington and Motorola Solutions, Inc., attached together hereto as Exhibit A (the “Original Contract”);

WHEREAS, Vendor can provide the products that the City seeks and has authorized the City to use the Original Contract; and

WHEREAS, the City and the Vendor intend to enter into this Agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE
AFFIRMATION OF ORIGINAL CONTRACT**

1.1 The City agrees to purchase the products described in Vendor’s Proposal (the “Proposal”), attached hereto as Exhibit “B,” which are available to the City under the same pricing, terms, and conditions in the Original Contract.

1.2 The City and the Vendor agree to use the Original Contract so that the City may purchase the products under the same terms and provisions that apply to the State of Wyoming as the Participating State and the State of Washington as the Lead State in the Original Contract, provided that to the extent that any of the terms and conditions of the Original Contract conflict or contradict the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

**SECTION TWO
ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT**

The Parties agree to be bound by the following provisions:

2.1 The term of this Agreement shall commence on the Effective Date and continue until the products have been received, inspected, and accepted by the City.

2.2 In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated in an amount not to exceed a lump sum of One Hundred Forty-Four Thousand, One Hundred Ninety-Eight Dollars and Five Cents (\$144,198.05) as more fully described in Exhibits A and B.

2.3. Prior to the commencement of work and pursuant to the attached Exhibit C Insurance Requirements, 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 sub consultants, agents, representatives, or employees.

2.4. The quoted prices in the Proposal shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.5 Payment to the Vendor shall be made within thirty (30) calendar days after the City receives each invoice provided by the Vendor to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the products and services provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Vendor will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Vendor shall submit the original invoice to:

City of Casper

ATTN: Taylor Gilbert

The Equipment will be shipped to the Customer at the following address (insert if this information is known): 189 Progress Cir, Mills, WY 82644

The address which is the ultimate destination where the Equipment will be delivered to Customer is: 201 N David St, Casper, WY 82601

2.6. WYOMING GOVERNMENTAL CLAIMS ACT:

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

2.7. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

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

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

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM

Walter Trout

ATTEST

CITY OF CASPER, WYOMING

A Municipal Corporation

Fleur D. Tremel

Steve Freel

City Clerk

Mayor

WITNESS

CONSULTANT

Motorola Solutions, Inc.

By: _____

By: 

Printed Name: _____

Printed Name: TOM HENDERSON

Title: _____

Title: AREA SALES MANAGER

Exhibit A

Original Contract



Quote Number: QU0000499104
 Effective: 06 FEB 2020
 Effective To: 07 MAY 2020

Bill-To:
 CASPER POLICE DEPT, CITY OF
 201 N DAVID ST
 CASPER, WY 82601
 United States

Ultimate Destination:
 CASPER POLICE DEPT, CITY OF
 201 N DAVID ST
 CASPER, WY 82601
 United States

Attention:
 Name: Taylor Gilbert
 Email: tgilbert@casperwy.gov
 Phone: 307.235.7528

Sales Contact:
 Name: Chris Hadlock
 Email: chris@comtechradio.com
 Phone: +1.307.258.6208

Contract Number: NASPO ValuePoint
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	11	M37TS59PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,154.40	\$34,698.40
1a	11	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$991.95	\$10,911.45
1b	11	B15CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$39.68	\$436.48
1c	11	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	-	-	-
1d	11	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$198.39	\$2,182.29
1e	11	GA05509AA	DEL: DELETE UHF BAND	\$-800.00	\$-584.00	\$-6,424.00
1f	11	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$62.82	\$691.02
1g	11	G67DF	ADD: REMOTE MOUNT MP	\$297.00	\$196.41	\$2,160.51
1h	11	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$1,848.00
1i	11	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$9.92	\$109.12
1j	11	G625AP	ADD: DES/DES-XL/DES-OFB ENCRYPTION AND ADP	\$599.00	\$396.12	\$4,357.32
1k	11	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$47.61	\$523.71
1l	11	GA01606AA	ADD: NO GPS-WI-FI ANTENNA NEEDED	-	-	-
1m	11	QA05731AA	ADD: NO ADP FOR P25 CAP	-	-	-
1n	11	G906BL	ENH: ASTRO DIGITAL CAL OP APX	\$315.00	\$340.57	\$3,746.27
1o	11	G442AJ	ADD: O3 CONTROL HEAD	\$432.00	\$285.68	\$3,142.48
1p	11	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-

Total Quote in USD

\$58,383.05

Exhibit B

Motorola Proposal/Quotes



Quote Number: QU0000499158
 Effective: 06 FEB 2020
 Effective To: 07 MAY 2020

Bill-To:
 CASPER POLICE DEPT, CITY OF
 201 N DAVID ST
 CASPER, WY 82601
 United States

Ultimate Destination:
 CASPER POLICE DEPT, CITY OF
 201 N DAVID ST
 CASPER, WY 82601
 United States

Attention:
 Name: Taylor Gilbert
 Email: tgilbert@casperwy.gov
 Phone: 307.235.7528

Sales Contact:
 Name: Chris Hadlock
 Email: chris@comtechradio.com
 Phone: +1.307.258.6208

Contract Number: NASPO ValuePoint
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	15	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$5,983.00	\$3,960.75	\$59,411.25
1a	15	H3SBS	ADD: SMARTZONE OPERATION	\$1,500.00	\$993.00	\$14,895.00
1b	15	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$198.60	\$2,979.00
1c	15	QA05509AA	DEL: DELETE UHF BAND	\$-600.00	\$-584.00	\$-8,760.00
1d	15	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$340.93	\$5,113.95
1e	15	Q58AL	ADD: JY ESSENTIAL SERVICE	\$110.00	\$110.00	\$1,650.00
1f	15	Q621AW	ENH: DES,DES-XL,DES-OFB ENCRYPTION AND ADP	\$398.00	\$396.54	\$5,948.10
1g	15	QA05751AA	ADD: NO ADP FOR P25 CAP	-	-	-
2	15	NNTNS860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$109.23	\$1,638.45
3	15	PMDN4486A	BATT IMPRES 2 LION R IP67 3400T	\$163.00	\$107.90	\$1,618.50
4	15	PMDN4069A	MICROPHONE IMPRES 8SM, 3.5MM JACK, IP55	\$133.00	\$88.05	\$1,320.75

Total Quote in USD **\$85,815.00**

APX™ DEVICE SERVICE OPTIONS AND PRICING CHANGE NOTICE

U.S. CHANNEL PARTNERS

OVERVIEW

As of May 5, 2018, Service from the Start is becoming Essential Services to fit within our expanding services portfolio. Essential Services coverage starts on the day of shipment and continues for the term selected at the time of the device purchase. In addition to extending the device hardware repair coverage period, Essential Services also offers priority repair, with the same terms as the corresponding Service from the Start level; priority repair includes fast depot turnaround times and pre-paid, two-day air inbound shipping with use of Motorola Online (MOL) to initiate the repair.

Essential Services with Accidental Damage ("no questions asked" coverage), previously Service from the Start Comprehensive, includes cosmetic repairs or a replacement device, if necessary.

Terms are set at the length of either three years or five years of coverage with purchase of the device. The following table shows a comparison of Essential Services to Service from the Start.

ESSENTIAL SERVICES FOR APX DEVICES AT A GLANCE

Services	Standard Warranty	Essential Services (previously SfS Lite)	Essential Services w/Accidental Damage (previously SfS Comprehensive)
Coverage Period	1 year	3 or 5 years	3 or 5 years
Hardware Repair	Manufacturing defects only	Normal wear and tear	Normal wear and tear, AND accidental damage, breakage, water and chemical damage
Remote Technical Support	8 x 5	8 x 5	8 x 5
Priority Repair	No	Yes	Yes

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SERVICES, MODELS, OPTIONS AND LIST PRICES

Service Options & List Prices - Portables	APX Model	Option	List Price (USD)
3 YEAR ESSENTIAL SERVICES	APX 900 APX 1000 APX 3000 APX 4000 SRX 2200	H885BK	\$90
	APX 6000 APX 6000LI APX 6000XE APX 7000 APX 7000XE APX 8000 APX 8000XE	Q58AL	\$110
3 YEAR ESSENTIAL SVC w/ ACCIDENTAL DAMAGE	APX 900 APX 1000 APX 3000 APX 4000 SRX 2200	HA00022AB	\$234
	APX 6000 APX 6000LI APX 6000XE APX 7000 APX 7000XE APX 8000 APX 8000XE	HA00022AC	\$284
5 YEAR ESSENTIAL SERVICES	APX 900 APX 1000 APX 3000 APX 4000 SRX 2200	Q887AT	\$162
	APX 6000 APX 6000LI APX 6000XE APX 7000 APX 7000XE APX 8000 APX 8000XE	Q887AU	\$206
5 YEAR ESSENTIAL SVC w/ ACCIDENTAL DAMAGE	APX 900 APX 1000 APX 3000 APX 4000 SRX 2200	HA00025AG	\$360
	APX 6000 APX 6000LI APX 6000XE APX 7000 APX 7000XE APX 8000 APX 8000XE	HA00025AH	\$437

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Service Options & List Prices - Mobiles	APX Model	Option	List Price (USD)
3 YEAR ESSENTIAL SERVICES	APX 1500 APX 4500	G24AX	\$131
	APX 6500 APX 6500LI APX 7500 APX 8500	G78AT	\$168
	APX CONSOLETTA	G78AR	\$168
	APX 1500 APX 4500	GA00249AC	\$275
3 YEAR ESSENTIAL SVC w/ ACCIDENTAL DAMAGE	APX 6500 APX 6500LI APX 7500 APX 8500	GA00249AE	\$328
	APX CONSOLETTA	GA00249AB	\$328
5 YEAR ESSENTIAL SERVICES	APX 1500 APX 4500	GA00318AC	\$246
	APX 6500 APX 6500LI APX 7500 APX 8500	GA00318AF	\$319
	APX CONSOLETTA	GA00318AB	\$319
5 YEAR ESSENTIAL SVC w/ ACCIDENTAL DAMAGE	APX 1500 APX 4500	GA00255AC	\$398
	APX 6500 APX 6500LI APX 7500 APX 8500	GA00255AF	\$506
	APX CONSOLETTA	GA00255AD	\$506

The updated Essential Services options and associated prices for APX devices, effective May 5, 2018, are listed above for your reference. Please refer to the [Product Catalog pages on Partner Central](#) for current options and prices.

FOR MORE INFORMATION

If you have questions regarding this notification, please contact your Motorola Solutions Account Representative.

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Exhibit C

Insurance Requirements

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 sub consultants, 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 of \$1,000,000 Dollars per occurrence with \$2,000,000 general aggregate The CGL policy (or separate 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 \$1,000,000 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 \$1,000,000 per claim with \$2,000,000 general aggregate.

C. 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 0413

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance *Notice of Cancellation*

coverage shall not be canceled, , except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

3. *Notice of Cancellation*

Coverage shall not be canceled, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Intentionally Omitted*

5. Deductibles and Self-Insured Retentions

a. Consultant shall be responsible for all deductibles

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 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 one (1) 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. 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 one (1) 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 (pdf) certificates and amendatory endorsements. All certificates and endorsements are to be *received* and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them..

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance per the scope of work, 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 with written agreement

11. 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.

RESOLUTION NO. 20-59

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

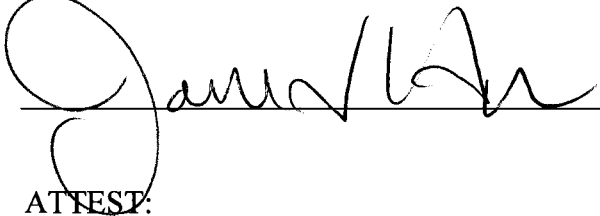
WHEREAS, the City of Casper Police Department has purchased new police vehicles; and,

WHEREAS, The Casper Police Department must outfit these vehicles and existing vehicles with police radio systems;

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 with Motorola Solutions, Inc. according to the terms and conditions of the Naspo Lead State Master Agreement, contract number 06913, for the purchase of eleven (11) mobile radio systems to outfit police officers plus spare units, and fifteen (15) portable radios for new officers plus spare units, in the amount of One Hundred Forty-Five Thousand, One Hundred Ninety-Eight Dollars and .05/100 cents (\$144,198.05).

PASSED, APPROVED, AND ADOPTED on this 17th day of March, 2020.

APPROVED AS TO FORM:


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor